



FULLY EXECUTED

Contract Number: 4400024655

Original Contract Effective Date: 07/26/2021

Valid From: 08/01/2021 To: 07/31/2026

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

Purchasing Agent

Name: Walker Katrin

Phone: 717-307-2224

Fax:

Your SAP Vendor Number with us: 544477

Supplier Name/Address:

DATABANK HOLDINGS LTD
DBA DATABANK
400 S AKARD ST STE 100
DALLAS TX 75202-5326 US

Supplier Phone Number: 412-367-2473

Please Deliver To:

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

Contract Name:

Data Center Services

Payment Terms

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

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

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Custom Secure Cage Set-Up, up to 50 Cab	0.000	Each	25,446.82	1	0.00
2	50% of proposed floor space upgraded	0.000	Each	3,000.00	1	0.00
3	208 VAC 20 Amp Circuit (Single-Phase)	0.000	Each	400.00	1	0.00
4	208 VAC 30 Amp Circuit (Single-Phase)	0.000	Each	475.00	1	0.00
5	208 VAC 60 Amp Circuit (Single-Phase)	0.000	Each	700.00	1	0.00
6	208 VAC 30 Amp Circuit (Three-Phase)	0.000	Each	900.00	1	0.00

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____

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Supplier Name:

DATABANK HOLDINGS LTD

DBA DATABANK

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
7	208 VAC 50 Amp Circuit (Three-Phase)	0.000	Each	1,000.00	1	0.00
8	208 VAC 60 Amp Circuit (Three-Phase)	0.000	Each	1,000.00	1	0.00
9	110 VAC Circuit, terminated to 1 rec	0.000	Each	400.00	1	0.00
10	Cabinet Installation and Grounding Serv	0.000	Each	100.00	1	0.00
11	Reserve Power - 120kW Monthly	0.000	Month	19,732.74	1	0.00
	<i>Valid from 07/01/2021 to 06/30/2022</i>					
	Price(Contract/Bid) 18,600.00 USD 1 MON					
	<i>Valid from 07/01/2022 to 06/30/2023</i>					
	Price(Contract/Bid) 19,158.00 USD 1 MON					
	<i>Valid from 08/01/2023 to 07/31/2024</i>					
	Price(Contract/Bid) 19,732.74 USD 1 MON					
	<i>Valid from 08/01/2024 to 07/31/2025</i>					
	Price(Contract/Bid) 20,324.72 USD 1 MON					
	<i>Valid from 08/01/2025 to 07/31/2026</i>					
	Price(Contract/Bid) 20,934.46 USD 1 MON					
12	Reserve Power - 150kW Monthly	0.000	Month	23,870.25	1	0.00
	<i>Valid from 07/01/2021 to 06/30/2022</i>					
	Price(Contract/Bid) 22,500.00 USD 1 MON					
	<i>Valid from 07/01/2022 to 06/30/2023</i>					
	Price(Contract/Bid) 23,175.00 USD 1 MON					
	<i>Valid from 08/01/2023 to 07/31/2024</i>					
	Price(Contract/Bid) 23,870.25 USD 1 MON					
	<i>Valid from 08/01/2024 to 07/31/2025</i>					
	Price(Contract/Bid) 24,586.36 USD 1 MON					
	<i>Valid from 08/01/2025 to 07/31/2026</i>					
	Price(Contract/Bid) 25,323.95 USD 1 MON					
13	Reserve Power - 175kW Monthly	0.000	Month	26,920.34	1	0.00
	<i>Valid from 07/01/2021 to 06/30/2022</i>					
	Price(Contract/Bid) 25,375.00 USD 1 MON					
	<i>Valid from 07/01/2022 to 06/30/2023</i>					
	Price(Contract/Bid) 26,136.25 USD 1 MON					

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	Price(Contract/Bid)	26,920.34	USD 1 MON			
	<i>Valid from 08/01/2024 to 07/31/2025</i>					
	Price(Contract/Bid)	27,727.95	USD 1 MON			
	<i>Valid from 08/01/2025 to 07/31/2026</i>					
	Price(Contract/Bid)	28,559.79	USD 1 MON			

14	Reserve Power - 200kW Monthly	0.000	Month	29,705.20	1	0.00
	<i>Valid from 07/01/2021 to 06/30/2022</i>					
	Price(Contract/Bid)	28,000.00	USD 1 MON			
	<i>Valid from 07/01/2022 to 06/30/2023</i>					
	Price(Contract/Bid)	28,840.00	USD 1 MON			
	<i>Valid from 08/01/2023 to 07/31/2024</i>					
	Price(Contract/Bid)	29,705.20	USD 1 MON			
	<i>Valid from 08/01/2024 to 07/31/2025</i>					
	Price(Contract/Bid)	30,596.36	USD 1 MON			
	<i>Valid from 08/01/2025 to 07/31/2026</i>					
	Price(Contract/Bid)	31,514.25	USD 1 MON			

15	Reserve Power - 225kW Monthly	0.000	Month	32,224.84	1	0.00
	<i>Valid from 07/01/2021 to 06/30/2022</i>					
	Price(Contract/Bid)	30,375.00	USD 1 MON			
	<i>Valid from 07/01/2022 to 06/30/2023</i>					
	Price(Contract/Bid)	31,286.25	USD 1 MON			
	<i>Valid from 08/01/2023 to 07/31/2024</i>					
	Price(Contract/Bid)	32,224.84	USD 1 MON			
	<i>Valid from 08/01/2024 to 07/31/2025</i>					
	Price(Contract/Bid)	33,191.58	USD 1 MON			
	<i>Valid from 08/01/2025 to 07/31/2026</i>					
	Price(Contract/Bid)	34,187.33	USD 1 MON			

16	Reserve Power - 250kW Monthly	0.000	Month	34,479.25	1	0.00
	<i>Valid from 07/01/2021 to 06/30/2022</i>					
	Price(Contract/Bid)	32,500.00	USD 1 MON			
	<i>Valid from 07/01/2022 to 06/30/2023</i>					
	Price(Contract/Bid)	33,475.00	USD 1 MON			
	<i>Valid from 08/01/2023 to 07/31/2024</i>					
	Price(Contract/Bid)	34,479.25	USD 1 MON			

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	Valid from 08/01/2024 to 07/31/2025					
	Price(Contract/Bid)	35,513.63	USD	1	MON	
	Valid from 08/01/2025 to 07/31/2026					
	Price(Contract/Bid)	36,579.04	USD	1	MON	

17	Kilowatt Hour Power Usage Actual Usage	0.000	Each	1.00	1	0.00

18	Remote Hands Service per hour	0.000	Hour	75.00	1	0.00

19	Cross Connect Services One-time Fiber	0.000	Each	75.00	1	0.00

20	Cross Connect Services Monthly Fiber	0.000	Month	150.00	1	0.00

21	Cross Connect Services One-time CAT 6	0.000	Each	75.00	1	0.00

22	Cross Connect Services Monthly CAT 6	0.000	Month	150.00	1	0.00

23	Cross Connect Services One-time POTS	0.000	Each	75.00	1	0.00

24	Cross Connect Services Monthly POTS	0.000	Month	150.00	1	0.00

25	Biometric Access Reader Setup	0.000	Each	250.00	1	0.00

26	Biometric Access Reader Monthly	0.000	Month	250.00	1	0.00

27	Cabinet Purchase Options	0.000	Each	0.00	1	0.00

28	Cabinet Lease Options Cabinet - 5 year	0.000	Month	0.00	1	0.00

29	Cabinet Lease Options - 1 Year Lease	0.000	Month	0.00	1	0.00

30	Power Distribution Units (PDU) Purchase	0.000	Each	0.00	1	0.00

31	Leased Power Distribution Units 1 Year	0.000	Month	0.00	1	0.00

32	Leased Power Distribution Units 5 Year	0.000	Month	0.00	1	0.00

Information:	
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Supplier Name:

DATABANK HOLDINGS LTD

DBA DATABANK

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
33	Additional Negotiated Options One Time	0.000	Each	0.00	1	0.00
34	Additional Negotiated Options Monthly	0.000	Month	0.00	1	0.00
35	1 Time Only (CCR) Additions	0.000	Each	0.00	1	0.00
36	Monthly (CCR) Additions	0.000	Each	0.00	1	0.00

General Requirements for all Items:

Header Text

This contract is to be used for the procurement of data center services. This contract was awarded as part of RFP 6100050958.

All costs not indicated on a contract line must be found by viewing "03-Exhibit C - Final Negotiated Cost Submittal" 6/28/21 rsh

7.27.2021 – Contract manager contact info has been updated to DGS commodity specialist Raeden Hosler. rsh

8.30.2021 – Contract manager contact info has been updated to Thomas Schwartz. rsh

10.7.21 - Contract manager contact info has been updated to DGS commodity specialist Raeden Hosler. rsh

10.7.21 Added lines 35 and 36 to allow for product/service additions that occur through the Contract Change Request (CCR) process.rsh

2.28.23 - Contract Change requests 4 and 5 have been posted. rsh

12.29.2023 - Contract manager contact info has been updated to DGS commodity specialist Scott Cropper. sdc

05.06.2024 - Commodity Specialist changed to Katrin Walker - KW

No further information for this Contract

Information:



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

Purchasing Agent

Name: Cropper Scott
Phone: 717-346-3819
Fax:

Your SAP Vendor Number with us: 544477

Supplier Name/Address:
DATABANK HOLDINGS LTD
DBA DATABANK
400 S AKARD ST STE 100
DALLAS TX 75202-5326 US

Please Deliver To:

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

Supplier Phone Number: 412-367-2473

Contract Name:
Data Center Services

Payment Terms
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Solicitation No.: Issuance Date:
Supplier Bid or Proposal No. (if applicable): Solicitation Submission Date:

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2	50% of proposed floor space upgraded	0.000	Each	3,000.00	1	0.00
3	208 VAC 20 Amp Circuit (Single-Phase)	0.000	Each	400.00	1	0.00
4	208 VAC 30 Amp Circuit (Single-Phase)	0.000	Each	475.00	1	0.00
5	208 VAC 60 Amp Circuit (Single-Phase)	0.000	Each	700.00	1	0.00
6	208 VAC 30 Amp Circuit (Three-Phase)	0.000	Each	900.00	1	0.00

Information:

Supplier's Signature _____
Printed Name _____

Title _____
Date _____

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28	Cabinet Lease Options Cabinet - 5 year	0.000	Month	0.00	1	0.00

29	Cabinet Lease Options - 1 Year Lease	0.000	Month	0.00	1	0.00

30	Power Distribution Units (PDU) Purchase	0.000	Each	0.00	1	0.00

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General Requirements for all Items:

Header Text

This contract is to be used for the procurement of data center services. This contract was awarded as part of RFP 6100050958.

All costs not indicated on a contract line must be found by viewing "03-Exhibit C - Final Negotiated Cost Submittal" 6/28/21 rsh

7.27.2021 – Contract manager contact info has been updated to DGS commodity specialist Raeden Hosler. rsh

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12.29.2023 - Contract manager contact info has been updated to DGS commodity specialist Scott Cropper. sdc

No further information for this Contract

Information:

Contract Change Request Form

Change Request Number and Name:	DB_CCR_005 Annual Utility Rate Adjustment	Related CR/Contract, PCR, Contract Section #:	4400024655			
Date Created:	01/31/2023	Date Submitted to COPA:	02/02/2023			
Description (Brief):	<p>The purpose of this change request is to request an annual update to the Kilowatt Hour Power Usage Utility Rate. The revised rate for billing purposes will start on March 1st, 2023 and continue through the duration of the contract unless otherwise revised through a future CCR.</p> <p>Per Exhibit B.8,H Fees and Expenses of the contract: <i>The prices are listed in the Exhibit C – Final Negotiated Cost Submittal. Any utility rate changes will be limited to once per year and those changes will be reviewed and approved using the Contract Change Request (CCR) process in accordance with Section 27. Changes of Exhibit A – Final Negotiated Contract Terms and Conditions.</i></p>					
Priority:	<input checked="" type="checkbox"/> URGENT	<input type="checkbox"/> ORDINARY	<input type="checkbox"/> LOW			
Status: (Please Check)	Approved <input type="checkbox"/>	Pending <input checked="" type="checkbox"/>	Rejected <input type="checkbox"/>	Cancelled <input type="checkbox"/>	Completed <input type="checkbox"/>	On Hold <input type="checkbox"/>
Category: (Please Check)	Data Ops <input checked="" type="checkbox"/>	Voice Ops <input type="checkbox"/>	Security <input type="checkbox"/>	ITSM <input type="checkbox"/>	Support <input type="checkbox"/>	Wireless <input type="checkbox"/>
REQUESTOR INFORMATION						
Requestor:	Chad Bertke					
Requestor Email:	cbertke@datbank.com					
Requestor Phone Number:	859-409-9796					
Date Change Requested:	02/02/2023					
COPA CONTACT INFORMATION						
COPA Contact:	Thomas Schwartz					
COPA Email:	thschwartz@pa.gov					
COPA Phone Number:	717-214-4188					
Date Submitted:	02/02/2023					
Target Date:	02/23/2023					
SERVICES AFFECTED						
Service Name:	See below.					
Product Code:	Code:	<input type="checkbox"/> New Service	<input checked="" type="checkbox"/> Change Existing Service			
FOR EACH PRODUCT CODE						
Unit Price:	See Cost Impact.					
Amt of Increase/Decrease:						
<input type="checkbox"/> Increase * – (Reference Cost Impact Study)	<input type="checkbox"/> Decrease * – (Reference Cost Impact Study)	<input checked="" type="checkbox"/> Revised	<input type="checkbox"/> New Catalog Entry – Add new codes to Product Cat.	<input type="checkbox"/> No Unit Price Change		
COST IMPACT						
Cost Impact – (None, brief description or attached doc):	Description		Current Price	Revised Price		
	Kilowatt Hour Power Usage (Billed as Actual Usage) estimated for Base Years 1 - 5		\$0.0475/kWh	\$0.075/kWh		
Technology: (check all that apply):	<input type="checkbox"/> New	<input checked="" type="checkbox"/> Revised	<input type="checkbox"/> Hardware	<input type="checkbox"/> Software		
SAP Account Information, if applicable:	SAP Fund:		SAP Cost Center:			
Performance Impact:	The contract price for Kilowatt Hour Power Usage PUC Utility Rate has been revised in order to align with current market rates.					
Business Justification:	Datbank is permitted to update the Kilowatt Hour Power PUC Usage Utility Rate on an annual basis per the contract.					
(*) NOTE: All statements that affect billing must be immediately forwarded to the Comptroller upon acceptance						

OA/OIT – Contract Compliance – Contract Change Control Procedures

DB_CCR_005 Annual Utility Rate Adjustment

Commonwealth of PA



Kevin Paul, Director
Bureau of Service Value Management
Date: February 24, 2023

Supplier Signing Authority



Daniel Yamagishi, General Counsel
DataBank
Date: February 23, 2023

Final Negotiated Cost Submittal

REQUEST FOR PROPOSALS FOR Data Center Services

RFP 6100050958

Change Request Log

DB_CCR_001 - Effective
10.06.2021

DB_CCR_002 - Effective
11.12.2021

DB_CCR_003 - Effective
02.22.2022

DB_CCR_005 - Effective
02.24.2023

INSTRUCTIONS
GENERAL INSTRUCTIONS FOR COMPLETING THIS WORKBOOK (Tab 1)
The Cost Submittal worksheets contained in this workbook shall constitute the Cost Submittal. Travel and related expenses shall be reimbursed in accordance with <i>Management Directive 230.10 Amended, Commonwealth Travel Policy and Manual 230.1, Commonwealth Travel Procedures Manual</i> .
OFFEROR INFORMATION (Tab 2)
<ol style="list-style-type: none"> 1. Select the Offeror Information tab at the bottom of this page. 2. Complete the highlighted cells in the top portion of the form (all contact information). 3. Offeror Information will appear on all worksheets.
COST SUBMITTAL COMPONENTS (Tab 3 through Tab 5)
<ol style="list-style-type: none"> 1. Please review every tab in this cost submittal. 2. Cells that are highlighted in yellow must be filled in with a number in order to provide the service requested. 3. The Offeror must be able to provide a price in each cell. If the price is left blank, a zero dollar amount will be calculated. <p>**Formulas are embedded within the worksheets, do not attempt to unlock cells. The estimates provided within this appendix are not a guarantee of service to be performed and/or payment under the contract resulting from this RFP.</p>
COST SUBMITTAL SUMMARY (Tab 6)
<ol style="list-style-type: none"> 1. This tab requires no entry of cost data. All data entered on the Cost Submittal worksheets will automatically populate the Cost Submittal Summary tab. 2. The Commonwealth will consider the costs for the Base Term of the Contract (5 years) in the evaluation of Cost. 3. Invited Options and Offered Options will not be evaluated in <i>6. Summary</i>.
Note:
<p>Do not include any pricing data in any portion of the Technical Submittal. Pricing data is defined as any information related to, directly or indirectly, the Offeror's proposed charges for services and deliverables. Pricing data consists of, but is not limited to, costs, fees, prices, rates, bonuses, discounts, rebates, or the identification of free services, labor or materials.</p> <p>The cost submittal must be submitted as presented by the Commonwealth and must not be altered in any way. Do not include any reiteration of the technical proposal in the cost submittal.</p>

Offeror Information - RFP 6100050958

Offeror Contact Information	
OFFEROR NAME	CONTACT PERSON
DataBank Holdings Ltd.	Tyal Prince
OFFEROR ADDRESS	EMAIL ADDRESS
35 Summit Park Dr. Pittsburgh, PA 15275	Tprince@databank.com
	PHONE NUMBER
	412-367-2473
	SAP VENDOR NUMBER (IF AVAILABLE)
	544477
	FEDERAL TAX ID
	83-0409949

Officer Contact Information	
OFFICER NAME	CONTACT PERSON
OFFICER PHONE	PHONE
OFFICER ADDRESS	EMAIL ADDRESS
OFFICER FAX	PHONE NUMBER
	PHONE NUMBER
	SUPPLIER #
	OFFICER
	FEDERAL TAX ID
	OFFICER

NOTES
 Estimated Quantities are for evaluation purposes only and do not guarantee payment.
 Officers whose floor space does not require an upgrade to meet the 2009 general state load requirement for 50% of space may place a zero in cell C2.

ONE-TIME COSTS	Quantity	Indivisible Cost	Total Cost	CCR #	Effective Date
Cage Buildout Services (U.S.A.)					
Custom Insect Cage Set-Up, supports up to 50 Cabinets	1	\$25,400.02	\$25,400.02		

Floor Capacity Upgrade, as required (U-4C1b)	Quantity	Non-recurring (one-time) cost	Total (one-time)	CCR #	Effective Date
50% of proposed floor space upgraded to 2,000 pound rating	1	\$3,000.00	\$3,000.00		

Power Circuit Provisioning (U-4C7)	Quantity	One-time cost	Total Cost	CCR #	Effective Date
208 VAC 20 Amp Circuit (Single-Phase), terminated to a single receptacle	2	\$400.00	\$800.00		
208 VAC 30 Amp Circuit (Single-Phase), terminated to a single receptacle	5	\$475.00	\$2,375.00		
208 VAC 60 Amp Circuit (Single-Phase), terminated to a single receptacle	22	\$750.00	\$16,500.00		
208 VAC 30 Amp Circuit (Three-Phase), terminated to a single receptacle	1	\$900.00	\$900.00		
208 VAC 50 Amp Circuit (Three-Phase), terminated to a single receptacle	6	\$1,000.00	\$6,000.00		
208 VAC 60 Amp Circuit (Three-Phase), terminated to a single receptacle	4	\$1,000.00	\$4,000.00		
110 VAC Circuit, terminated to a single receptacle	2	\$400.00	\$800.00		
Total Power Circuit Cost - One time cost Year 1			\$36,275.00		

Other Services - Installation of CoPA provided cabinet(s) (U-4C5)	Quantity (estimated)	Non-recurring (one-time) cost	Total (One-Time)	CCR #	Effective Date
Cabinet Installation and Grounding Services (years 1-3)	30	\$300.00	\$9,000.00		
Cabinet Installation and Grounding Services (years 6-10)	30	\$300.00	\$9,000.00		

MONTHLY COSTS (U-M, J, & K)

Cost per Tier / Base Years 1-5	Reserve Power (kW)	Price per kW (Year 1)	Total (Monthly)	Price per kW (Year 2)	Total (Monthly - Year 2)	Price per kW (Year 3)	Total (Monthly - Year 3)	Price per kW (Year 4)	Total (Monthly - Year 4)	Price per kW (Year 5)	Total (Monthly - Year 5)	Total Base Years 1-5	CCR #	Effective Date
24 Cabinets (Reserve Power - 120kW)	120	\$155.00	\$18,600.00	\$159.65	\$19,158.00	\$164.44	\$19,732.74	\$169.37	\$20,324.72	\$174.45	\$20,934.66	\$1,944,999.11		
30 Cabinets (Reserve Power - 150kW)	150	\$150.00	\$22,500.00	\$154.50	\$23,175.00	\$159.14	\$23,876.25	\$163.91	\$24,586.36	\$168.83	\$25,323.55	\$1,433,466.67		
35 Cabinets (Reserve Power - 175kW)	175	\$145.00	\$25,375.00	\$149.55	\$26,082.25	\$154.33	\$26,826.24	\$159.45	\$27,727.88	\$164.20	\$28,609.79	\$1,636,631.85		
40 Cabinets (Reserve Power - 200kW)	200	\$140.00	\$28,000.00	\$144.20	\$28,840.00	\$148.53	\$29,709.20	\$152.98	\$30,596.36	\$157.57	\$31,514.25	\$1,763,809.63		
45 Cabinets (Reserve Power - 225kW)	225	\$135.00	\$30,375.00	\$138.65	\$31,296.25	\$142.22	\$32,224.84	\$145.52	\$33,191.58	\$148.94	\$34,187.33	\$1,935,180.89		
50 Cabinets (Reserve Power - 250kW)	250	\$130.00	\$32,500.00	\$133.90	\$33,475.00	\$137.02	\$34,679.25	\$140.05	\$35,913.63	\$146.32	\$36,979.04	\$2,076,262.97		

Cost per Tier / Optional Years 6-10	Reserve Power (kW)	Price per kW (Year 6)	Total (Monthly - Year 6)	Price per kW (Year 7)	Total (Monthly - Year 7)	Price per kW (Year 8)	Total (Monthly - Year 8)	Price per kW (Year 9)	Total (Monthly - Year 9)	Price per kW (Year 10)	Total (Monthly - Year 10)	Total Optional Years 6-10 (5 Years)	CCR #	Effective Date
24 Cabinets (Reserve Power - 120kW)	120	\$179.69	\$21,562.50	\$185.08	\$22,209.37	\$190.63	\$22,879.65	\$196.35	\$23,564.92	\$202.24	\$24,268.78	\$1,372,738.75		
30 Cabinets (Reserve Power - 150kW)	150	\$173.89	\$26,082.67	\$179.11	\$26,866.68	\$184.68	\$27,672.16	\$190.02	\$28,502.33	\$195.72	\$29,357.40	\$1,661,789.75		
35 Cabinets (Reserve Power - 175kW)	175	\$168.09	\$29,416.76	\$173.14	\$30,299.05	\$177.33	\$31,208.05	\$181.68	\$32,144.29	\$186.19	\$33,108.62	\$1,874,119.60		
40 Cabinets (Reserve Power - 200kW)	200	\$162.30	\$32,459.67	\$167.17	\$33,433.67	\$172.18	\$34,436.47	\$177.33	\$35,489.56	\$182.67	\$36,533.65	\$2,067,993.82		
45 Cabinets (Reserve Power - 225kW)	225	\$156.50	\$35,212.50	\$161.20	\$36,269.24	\$166.03	\$37,157.42	\$171.01	\$38,078.14	\$176.14	\$39,032.49	\$2,243,044.61		
50 Cabinets (Reserve Power - 250kW)	250	\$150.71	\$37,677.41	\$155.23	\$38,806.79	\$159.88	\$39,578.90	\$164.68	\$41,378.03	\$169.62	\$42,405.13	\$2,406,349.97		

Power Cost (estimated)	Estimated % of Licensed Primary kW	Estimated kW Load Based on Reserve Power 150 kW Years 1-5; 200 kW Years 6-10	Average Hours Per Month	Estimated kWh/Month Usage	Enter Current PUE Cost per kWh	Enter PUE (Cooling Factor)	Monthly Power Cost (estimated)	Total Power Cost	CCR #	Effective Date
Kilowatt Hour Power Usage (Billed as Actual Usage) estimated for Base Years 1 - 5	60%	90	720	65,760	\$0.0750	1.40	\$6,898.50	\$413,910.00	18, CCR, 001	01/31/2013
Kilowatt Hour Power Usage (Billed as Actual Usage) estimated for Optional Years 6 - 10	60%	120	720	87,600	\$0.0475	1.40	\$5,825.40	\$349,524.00		

Remote Hands Services / Base Years 1 - 5	Quantity in Hours per year (estimated)	Hourly Rate (Year 1)	Total (Year 1)	Hourly Rate (Year 2)	Total (Year 2)	Hourly Rate (Year 3)	Total (Year 3)	Hourly Rate (Year 4)	Total (Year 4)	Hourly Rate (Year 5)	Total (Year 5)	Total Base Years (5 Years)	CCR #	Effective Date
Remote Hands Services (per hour - billed in 15 minute increments)	120	\$75.00	\$9,000.00	\$75.00	\$9,000.00	\$75.00	\$9,000.00	\$75.00	\$9,000.00	\$75.00	\$9,000.00	\$45,000.00		
Remote Hands Services (per hour - billed in 15 minute increments)	300	\$75.00	\$22,500.00	\$75.00	\$22,500.00	\$75.00	\$22,500.00	\$75.00	\$22,500.00	\$75.00	\$22,500.00	\$112,500.00		
Remote Hands Services (per hour - billed in 15 minute increments)	300	\$75.00	\$22,500.00	\$75.00	\$22,500.00	\$75.00	\$22,500.00	\$75.00	\$22,500.00	\$75.00	\$22,500.00	\$112,500.00		

Remote Hands Services / Optional Years 6 - 10	Quantity in Hours per year (estimated)	Hourly Rate (Year 6)	Total (Year 6)	Hourly Rate (Year 7)	Total (Year 7)	Hourly Rate (Year 8)	Total (Year 8)	Hourly Rate (Year 9)	Total (Year 9)	Hourly Rate (Year 10)	Total (Year 10)	Total Base Years (5 Optional Years)	CCR #	Effective Date
Remote Hands Services (per hour - billed in 15 minute increments)	120	\$75.00	\$9,000.00	\$75.00	\$9,000.00	\$75.00	\$9,000.00	\$75.00	\$9,000.00	\$75.00	\$9,000.00	\$45,000.00		
Remote Hands Services (per hour - billed in 15 minute increments)	300	\$75.00	\$22,500.00	\$75.00	\$22,500.00	\$75.00	\$22,500.00	\$75.00	\$22,500.00	\$75.00	\$22,500.00	\$112,500.00		
Remote Hands Services (per hour - billed in 15 minute increments)	300	\$75.00	\$22,500.00	\$75.00	\$22,500.00	\$75.00	\$22,500.00	\$75.00	\$22,500.00	\$75.00	\$22,500.00	\$112,500.00		

Cross Connect Services / Base Years 1 - 5	Quantity (estimated)	One-time per Unit cost - if applicable Year 1	Monthly per Unit cost - if applicable Year 1	Total Year 1	One-time per Unit cost - if applicable Year 2	Monthly per Unit cost - if applicable Year 2	Total Year 2	One-time per Unit cost - if applicable Year 3	Monthly per Unit cost - if applicable Year 3	Total Year 3	One-time per Unit cost - if applicable Year 4	Monthly per Unit cost - if applicable Year 4	Total Year 4	One-time per Unit cost - if applicable Year 5	Monthly per Unit cost - if applicable Year 5	Total Year 5	Total Base Years (1-5)	CCR #	Effective Date
Cross Connect Services (Fiber)	8	\$75.00	\$150.00	\$1,200.00	\$0.00	\$150.00	\$1,200.00	\$0.00	\$150.00	\$1,200.00	\$0.00	\$150.00	\$1,200.00	\$0.00	\$150.00	\$1,200.00	\$72,000.00		
Cross Connect Services (CAT 6)	4	\$75.00	\$150.00	\$7,200.00	\$0.00	\$150.00	\$7,200.00	\$0.00	\$150.00	\$7,200.00	\$0.00	\$150.00	\$7,200.00	\$0.00	\$150.00	\$7,200.00	\$28,800.00		
Cross Connect Services (POTS)	2	\$75.00	\$150.00	\$3,750.00	\$0.00	\$150.00	\$3,600.00	\$0.00	\$150.00	\$3,600.00	\$0.00	\$150.00	\$3,600.00	\$0.00	\$150.00	\$3,600.00	\$18,000.00		
Total				\$12,150.00			\$11,400.00			\$11,400.00			\$11,400.00			\$11,400.00	\$127,200.00		

Cross Connect Services / Optional Years 6 - 10	Quantity (estimated)	One-time per Unit cost - if applicable Year 6	Monthly per Unit cost - if applicable Year 6	Total Year 6	One-time per Unit cost - if applicable Year 7	Monthly per Unit cost - if applicable Year 7	Total Year 7	One-time per Unit cost - if applicable Year 8	Monthly per Unit cost - if applicable Year 8	Total Year 8	One-time per Unit cost - if applicable Year 9	Monthly per Unit cost - if applicable Year 9	Total Year 9	One-time per Unit cost - if applicable Year 10	Monthly per Unit cost - if applicable Year 10	Total Year 10	Total Base Years (1-5)	CCR #	Effective Date
Cross Connect Services (Fiber)	8	\$0.00	\$150.00	\$1,200.00	\$0.00	\$150.00	\$1,200.00	\$0.00	\$150.00	\$1,200.00	\$0.00	\$150.00	\$1,200.00	\$0.00	\$150.00	\$1,200.00	\$72,000.00		
Cross Connect Services (CAT 6)	4	\$0.00	\$150.00	\$7,200.00	\$0.00	\$150.00	\$7,200.00	\$0.00	\$150.00	\$7,200.00	\$0.00	\$150.00	\$7,200.00	\$0.00	\$150.00	\$7,200.00	\$28,800.00		
Cross Connect Services (POTS)	2	\$0.00	\$150.00	\$3,600.00	\$0.00	\$150.00	\$3,600.00	\$0.00	\$150.00	\$3,600.00	\$0.00	\$150.00	\$3,600.00	\$0.00	\$150.00	\$3,600.00	\$18,000.00		
Total				\$12,000.00			\$11,400.00			\$11,400.00			\$11,400.00			\$11,400.00	\$126,000.00		

Offeror Contact Information	
OFFEROR NAME	CONTACT PERSON
DataBank Holdings Ltd.	Tyal Prince
OFFEROR ADDRESS	EMAIL ADDRESS
35 Summit Park Dr.	Tprince@datbank.com
	PHONE NUMBER
	412-367-2473
	SAP VENDOR #
	544477
	FEDERAL TAX ID
	83-0409949

NOTES

An Offered Option is an item or service that is not identified by the RFP but may be included in the Offeror's proposal. Offered Options will be exercised at the sole discretion of the Commonwealth. Offerors are not obligated to include Offered Options in the proposal.

Value-Added Services (I-4. N. Value-Added Services)		
Service Type	One-time cost per Unit (if applicable)	Monthly per Unit cost (if applicable)
Example: Cold/Hot Aisle Containment		
Cold/Hot Aisle Containment	\$0.00	\$0.00
Biometric Access Reader	\$250.00	\$250.00
DataBank Portal Access	\$0.00	\$0.00
Parking on PIT2 Campus	\$0.00	\$0.00
Conference Room Access	\$0.00	\$0.00
* Managed Security: Managed Anti-Virus, File Integrity Monitoring, Managed Firewalls, Configuration Scanning, Two-Factor Authentication, Log Management, External/Internal Vulnerability Scanning	Depends on Requirements	Depends on Requirements
* Disaster Recovery as a Service (DRaaS), DataBank Cloud Connect Backup	Depends on Requirements	Depends on Requirements
* Managed IDS/IPS Security, Managed DDoS Mitigation	Depends on Requirements	Depends on Requirements
* Storage as a Service (STaaS)	Depends on Requirements	Depends on Requirements
* Enterprise Cloud	Depends on Requirements	Depends on Requirements
* Managed Enterprise Cloud / Compliant Cloud	Depends on Requirements	Depends on Requirements

* The use of these services will require additional CoPA OA Technical, Compliance, and Contract Review as well as an agreed to CCR prior to enablement.

CloudLink Cloud Connect - AWS - US East Northern VA	2G / 10G	\$0.00	\$1,839.27	\$22,071.21	\$0.00	\$1,857.66	\$22,291.92	\$0.00	\$1,876.24	\$22,514.84	\$0.00	\$1,895.00	\$22,739.99	\$0.00	\$1,913.95	\$22,967.39	\$112,585.36
CloudLink Cloud Connect - AWS - US East OH	2G / 10G	\$0.00	\$1,839.27	\$22,071.21	\$0.00	\$1,857.66	\$22,291.92	\$0.00	\$1,876.24	\$22,514.84	\$0.00	\$1,895.00	\$22,739.99	\$0.00	\$1,913.95	\$22,967.39	\$112,585.36
CloudLink Cloud Connect - AWS - US West OR	2G / 10G	\$0.00	\$1,839.27	\$22,071.21	\$0.00	\$1,857.66	\$22,291.92	\$0.00	\$1,876.24	\$22,514.84	\$0.00	\$1,895.00	\$22,739.99	\$0.00	\$1,913.95	\$22,967.39	\$112,585.36
CloudLink Cloud Connect - AWS - US West CA	2G / 10G	\$0.00	\$1,839.27	\$22,071.21	\$0.00	\$1,857.66	\$22,291.92	\$0.00	\$1,876.24	\$22,514.84	\$0.00	\$1,895.00	\$22,739.99	\$0.00	\$1,913.95	\$22,967.39	\$112,585.36
CloudLink Cloud Connect - AWS - GovCloud West	2G / 10G	\$0.00	\$1,839.27	\$22,071.21	\$0.00	\$1,857.66	\$22,291.92	\$0.00	\$1,876.24	\$22,514.84	\$0.00	\$1,895.00	\$22,739.99	\$0.00	\$1,913.95	\$22,967.39	\$112,585.36
CloudLink Cloud Connect - AWS - GovCloud East	2G / 10G	\$0.00	\$1,839.27	\$22,071.21	\$0.00	\$1,857.66	\$22,291.92	\$0.00	\$1,876.24	\$22,514.84	\$0.00	\$1,895.00	\$22,739.99	\$0.00	\$1,913.95	\$22,967.39	\$112,585.36
CloudLink Cloud Connect - AWS - US East Northern VA	5G / 10G	\$0.00	\$2,049.47	\$24,593.64	\$0.00	\$2,069.96	\$24,839.57	\$0.00	\$2,090.66	\$25,087.97	\$0.00	\$2,111.57	\$25,338.85	\$0.00	\$2,132.69	\$25,592.24	\$125,452.26
CloudLink Cloud Connect - AWS - US East OH	5G / 10G	\$0.00	\$2,049.47	\$24,593.64	\$0.00	\$2,069.96	\$24,839.57	\$0.00	\$2,090.66	\$25,087.97	\$0.00	\$2,111.57	\$25,338.85	\$0.00	\$2,132.69	\$25,592.24	\$125,452.26
CloudLink Cloud Connect - AWS - US West OR	5G / 10G	\$0.00	\$2,049.47	\$24,593.64	\$0.00	\$2,069.96	\$24,839.57	\$0.00	\$2,090.66	\$25,087.97	\$0.00	\$2,111.57	\$25,338.85	\$0.00	\$2,132.69	\$25,592.24	\$125,452.26
CloudLink Cloud Connect - AWS - US West CA	5G / 10G	\$0.00	\$2,049.47	\$24,593.64	\$0.00	\$2,069.96	\$24,839.57	\$0.00	\$2,090.66	\$25,087.97	\$0.00	\$2,111.57	\$25,338.85	\$0.00	\$2,132.69	\$25,592.24	\$125,452.26
CloudLink Cloud Connect - AWS - GovCloud West	5G / 10G	\$0.00	\$2,049.47	\$24,593.64	\$0.00	\$2,069.96	\$24,839.57	\$0.00	\$2,090.66	\$25,087.97	\$0.00	\$2,111.57	\$25,338.85	\$0.00	\$2,132.69	\$25,592.24	\$125,452.26
CloudLink Cloud Connect - AWS - GovCloud East	5G / 10G	\$0.00	\$2,049.47	\$24,593.64	\$0.00	\$2,069.96	\$24,839.57	\$0.00	\$2,090.66	\$25,087.97	\$0.00	\$2,111.57	\$25,338.85	\$0.00	\$2,132.69	\$25,592.24	\$125,452.26
CloudLink Cloud Connect - AWS - US East Northern VA	10G / 10G	\$0.00	\$2,364.77	\$28,377.27	\$0.00	\$2,388.42	\$28,661.04	\$0.00	\$2,412.30	\$28,947.65	\$0.00	\$2,436.43	\$29,237.13	\$0.00	\$2,460.79	\$29,529.50	\$144,752.60
CloudLink Cloud Connect - AWS - US East OH	10G / 10G	\$0.00	\$2,364.77	\$28,377.27	\$0.00	\$2,388.42	\$28,661.04	\$0.00	\$2,412.30	\$28,947.65	\$0.00	\$2,436.43	\$29,237.13	\$0.00	\$2,460.79	\$29,529.50	\$144,752.60
CloudLink Cloud Connect - AWS - US West OR	10G / 10G	\$0.00	\$2,364.77	\$28,377.27	\$0.00	\$2,388.42	\$28,661.04	\$0.00	\$2,412.30	\$28,947.65	\$0.00	\$2,436.43	\$29,237.13	\$0.00	\$2,460.79	\$29,529.50	\$144,752.60
CloudLink Cloud Connect - AWS - US West CA	10G / 10G	\$0.00	\$2,364.77	\$28,377.27	\$0.00	\$2,388.42	\$28,661.04	\$0.00	\$2,412.30	\$28,947.65	\$0.00	\$2,436.43	\$29,237.13	\$0.00	\$2,460.79	\$29,529.50	\$144,752.60
CloudLink Cloud Connect - AWS - GovCloud West	10G / 10G	\$0.00	\$2,364.77	\$28,377.27	\$0.00	\$2,388.42	\$28,661.04	\$0.00	\$2,412.30	\$28,947.65	\$0.00	\$2,436.43	\$29,237.13	\$0.00	\$2,460.79	\$29,529.50	\$144,752.60
CloudLink Cloud Connect - AWS - GovCloud East	10G / 10G	\$0.00	\$2,364.77	\$28,377.27	\$0.00	\$2,388.42	\$28,661.04	\$0.00	\$2,412.30	\$28,947.65	\$0.00	\$2,436.43	\$29,237.13	\$0.00	\$2,460.79	\$29,529.50	\$144,752.60

Power Distribution Units (PDU) Purchase	Brand	Type	Model	Position	Phase	Input	One-time cost	Monthly per Unit cost
208 VAC 20 Amp Circuit (Single-Phase)	APC	ATS	AP4434	Horizontal	Single	C20	\$ 1,100.00	\$ -
208 VAC 20 Amp Circuit (Single-Phase)	APC	Metered PDU	AP8459NA3	Vertical	Single	L6-20P	\$ 1,100.00	\$ -
208 VAC 20 Amp Circuit (Single-Phase)	APC	Metered PDU	AP8858NA3	Vertical	Single	L6-20P	\$ 469.00	\$ -
208 VAC 30 Amp Circuit (Single-Phase)	APC	Metered PDU	AP8841	Vertical	Single	L6-30	\$ 629.00	\$ -
208 VAC 30 Amp Circuit (Single-Phase)	APC	Metered PDU	AP8441	Vertical	Single	L6-30P	\$ 1,275.00	\$ -
208 VAC 30 Amp Circuit (Single-Phase)	APC	Switched PDU	AP8941	Vertical	Single	L6-30P	\$ 1,050.00	\$ -
208 VAC 30 Amp Circuit (Single-Phase)	APC	ATS	AP4432	Horizontal	Single	L6-30P	\$ 1,375.00	\$ -
EMI105-06 G3 Metered Input	Eaton						\$ 1,392.00	\$ -

Note:

Leased Power Distribution Units (PDU) - 5 Year Lease Term	Brand	Type	Model	Position	Phase	Input	One-time cost	Monthly per Unit cost - 5 Year
208 VAC 20 Amp Circuit (Single-Phase) LEASED	APC	Metered PDU	AP8459NA3	Vertical	Single	L6-20P	\$ -	\$ 115.00
208 VAC 20 Amp Circuit (Single-Phase) LEASED	APC	Metered PDU	AP8858NA3	Vertical	Single	L6-20P	\$ -	\$ 50.00
208 VAC 30 Amp Circuit (Single-Phase) LEASED	APC	Metered PDU	AP8841	Vertical	Single	L6-30	\$ -	\$ 45.00
208 VAC 30 Amp Circuit (Single-Phase) LEASED	APC	Metered PDU	AP8441	Vertical	Single	L6-30P	\$ -	\$ 60.00
208 VAC 30 Amp Circuit (Single-Phase) LEASED	APC	Switched PDU	AP8941	Vertical	Single	L6-30P	\$ -	\$ 70.00
EMI105-06 G3 Metered Input	Eaton						\$ -	\$ 50.00

Note: All 5 year terms.

Leased Power Distribution Units (PDU) - 1 Year Lease Term	Brand	Type	Model	Position	Phase	Input	One-time cost	Monthly per Unit cost - 1 Year
208 VAC 20 Amp Circuit (Single-Phase) LEASED	APC	Metered PDU	AP8459NA3	Vertical	Single	L6-20P	\$ -	\$ 230.00
208 VAC 20 Amp Circuit (Single-Phase) LEASED	APC	Metered PDU	AP8858NA3	Vertical	Single	L6-20P	\$ -	\$ 100.00
208 VAC 30 Amp Circuit (Single-Phase) LEASED	APC	Metered PDU	AP8841	Vertical	Single	L6-30	\$ -	\$ 90.00
208 VAC 30 Amp Circuit (Single-Phase) LEASED	APC	Metered PDU	AP8441	Vertical	Single	L6-30P	\$ -	\$ 120.00
208 VAC 30 Amp Circuit (Single-Phase) LEASED	APC	Switched PDU	AP8941	Vertical	Single	L6-30P	\$ -	\$ 140.00
EMI105-06 G3 Metered Input	Eaton						\$ -	\$ 150.00

Note: All 1 year terms.

Cabinet Purchase Options (1-4. L. Offeror Supplied Cabinets)			
Cabinet Type	Quantity	Non-recurring (one-time) cost	Total (one-time)
Wright Line Cabinet part # JW963040; 96" H x 30" W x 40" D; welded Paramount Steel frame; Black	1	\$1,956.20	\$1,956.20
AR3357W Cabinets NetShelter SX 48U 750mm Wide x 1200mm; Black	1	\$2,420.00	\$2,420.00

Note:

Cabinet Lease Options (1-4. L. Offeror Supplied Cabinets) - 5 Year Lease Term

Cabinet Type	Quantity	Monthly per Unit cost (Term needs added)	Total 1 Year
Wright Line Cabinet part # JW963040; 96" H x 30" W x 40" D; welded Paramount Steel frame; Black	1	\$50.00	\$600.00
AR3357W Cabinets NetShelter SX 48U 750mm Wide x 1200mm; Black	1	\$55.00	\$660.00
Note: All 5 year terms.			

Cabinet Lease Options (I-4, L Offeror Supplied Cabinets) - 1 Year Lease Term			
Cabinet Type	Quantity	Monthly per Unit cost (Term needs added)	Total 1 Year
Wright Line Cabinet part # JW963040; 96" H x 30" W x 40" D; welded Paramount Steel frame; Black	1	\$200.00	\$2,400.00
AR3357W Cabinets NetShelter SX 48U 750mm Wide x 1200mm; Black	1	\$250.00	\$3,000.00
Note: All 1 Year Terms			

Final Negotiated Cost Submittal Cost Submittal Summary - RFP 6100050958

Offeror Contact Information	
OFFEROR NAME	CONTACT PERSON
DataBank Holdings Ltd.	Tyal Prince
OFFEROR ADDRESS	EMAIL ADDRESS
35 Summit Park Dr.	Tprince@datbank.com
	PHONE NUMBER
	412-367-2473
	SAP VENDOR #
	544477
	FEDERAL TAX ID
	83-0409949

NOTES

Base Term calculations include installation and power capacity for 30 Cabinets (150 kW Reserve Power), 200 hours of Remote Hands Service, and estimates for Power (Circuits and Usage) and Cross Connect Services contained in the *Base Cost* worksheet.

Optional Years calculations include installation of 10 additional cabinets, power capacity for 40 Cabinets (200 kW Reserve Power), 200 hours of Remote Hands Service, and estimates for Power (Circuits and Usage) and Cross Connect Services contained in the *Base Cost* worksheet.

Estimated Quantities are for evaluation purposes only and do not guarantee payment.

Base Term (Years 1-5)	
One Time Costs	
Cage Buildout Services	\$ 25,446.82
Floor Capacity Upgrade Services	\$ 3,000.00
Power Circuit Provisioning	\$ 30,275.00
Cabinet - Installation Only	\$ 3,000.00
Monthly Costs	
Cost per Tier - 30 Cabinets (Reserve Power - 150kW)	\$ 1,433,466.67
Power Cost (estimated)	\$ 413,910.00
Cross Connects (estimated)	\$ 127,050.00
Remote Hands Service (200 hours/year)	\$ 75,000.00
TOTAL BASE TERM COSTS	\$ 2,111,148.49

Optional Years (Years 6-10)	
One Time Costs	
Cabinet - Installation Only	\$ 1,000.00
Monthly Costs	
Cost per Tier - 40 Cabinets (Reserve Power - 200 kW)	\$ 2,067,993.82
Power Cost (estimated)	\$ 349,524.00
Cross Connects (estimated)	\$ 126,000.00
Remote Hands Service (200 hours/year)	\$ 75,000.00
TOTAL OPTION TERM COSTS	\$ 2,619,517.82

Total Cost Summary	
Base Term (5 years)	\$ 2,111,148.49
Optional Renewal Term (5 years)	\$ 2,619,517.82
Total Cost (10 years)	\$ 4,730,666.31

CCR Additions

Product Code	Long Description	Type (MRC/NRC)	Cost \$	Service Interval (Business Days)	CCR #	Effective Date
DB-CC-EXT	Miscellaneous Cross Connect Extension Cost – Requires attachment to the order with product itemization from Supplier.	NRC	\$1.00	21 days	DB_CCR_001	10.06.2021
DB-CC-ACM	Fiber Cross Connect - Required for cross connects that occur at the Pittsburgh Allegeheny Center Mall (ACM) location.	NRC	\$ 75.00	21 days	DB_CCR_002	11.12.2021
DB-CC-ACM	Fiber Cross Connect - Required for cross connects that occur at the Pittsburgh Allegeheny Center Mall (ACM) location.	MRC	\$ 200.00	n/a	DB_CCR_002	11.12.2021
DB-Portal-MFA	The service will allow Commonwealth users of DataBank’s Portal to authenticate using multi-factor authentication.	MRC	\$5.00	n/a	DB_CCR_003	02.22.2022

Contract Change Request Form

Change Request Number and Name:	DB_CCR_004 – Update Service Level Agreements	Related CR/Contract, PCR, Contract Section #:	4400024655			
Date Created:	06/14/2022	Date Submitted to COPA:	06/14/2022			
Description (Brief):	<p>The purpose of this change request is to update Exhibit B- Attachment 1 to add a new Service Level Agreement for the CloudLink Service.</p> <p>SLA-08 CloudLink Availability Guarantee is required to ensure compliance with the Service Level Target of 100% Availability required per Exhibit B of the contract.</p>					
Priority:	<input checked="" type="checkbox"/> URGENT		<input type="checkbox"/> ORDINARY		<input type="checkbox"/> LOW	
Status: (Please Check)	Approved <input type="checkbox"/>	Pending <input checked="" type="checkbox"/>	Rejected <input type="checkbox"/>	Cancelled <input type="checkbox"/>	Completed <input type="checkbox"/>	On Hold <input type="checkbox"/>
Category: (Please Check)	Data Ops <input checked="" type="checkbox"/>	Voice Ops <input type="checkbox"/>	Security <input type="checkbox"/>	ITSM <input type="checkbox"/>	Support <input type="checkbox"/>	Wireless <input type="checkbox"/>
REQUESTOR INFORMATION						
Requestor:	Amy Kennedy					
Requestor Email:	akennedy@pa.gov					
Requestor Phone Number:	717-413-0117					
Date Change Requested:	06/16/2022					
COPA CONTACT INFORMATION						
COPA Contact:	Tom Schwartz					
COPA Email:	thschwartz@pa.gov					
COPA Phone Number:	717-214-4188					
Date Submitted:	06/14/2022					
Target Date:	06/23/2022					
SERVICES AFFECTED						
Service Name:	SLA 08					
Product Code:	Code:	<input checked="" type="checkbox"/> New Service		<input type="checkbox"/> Change Existing Service		
FOR EACH PRODUCT CODE						
Unit Price:	N/A					
Amt of Increase/Decrease:						
<input type="checkbox"/> Increase * - (Reference Cost Impact Study)	<input type="checkbox"/> Decrease * - (Reference Cost Impact Study)	<input checked="" type="checkbox"/> Revised		<input type="checkbox"/> New Catalog Entry – Add new codes to Product Cat.	<input type="checkbox"/> No Unit Price Change	
COST IMPACT						
Cost Impact – (None, brief description or attached doc):	None					
Technology: (check all that apply):	<input type="checkbox"/> New	<input type="checkbox"/> Revised	<input type="checkbox"/> Hardware	<input type="checkbox"/> Software		
SAP Account Information, if applicable:	SAP Fund:			SAP Cost Center:		
Performance Impact:	The Service Level update is required to document that Databank is committed to providing 100% availability for the CloudLink Service.					
Business Justification:	Databank has a contractual obligation to report on and comply with the agreed upon Service Levels.					
(*) NOTE: All statements that affect billing must be immediately forwarded to the Comptroller upon acceptance						

OA/OIT – Contract Compliance – Contract Change Control Procedures

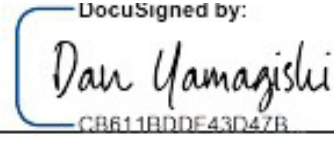
DB_CCR_004 – Update Service Level Agreements

Commonwealth of PA

Supplier Signing Authority



Kevin Paul, Director
Bureau of Service Value Management
Date: 11/01/2022



Daniel Yamagishi, General Counsel
DataBank
Date: 10/31/2022

Exhibit B
Attachment 1 - SLA (Service Level Agreements)

Contract No. 4400024655

CCR Number	Revision Date
DB_CCR_004	11.01.2022

Contents

SLA – 01 Power Availability Guarantee	4
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SLA – 03 Relative Humidity Commitment	8
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SLA – 07 DCI Pair Availability Guarantee	16
SLA – 08 CloudLink Availability Guarantee	18

Service Level Agreement Definitions

CM – Critical Measurement	<i>Service Levels identified as “CM”, Critical Measurement, will have remedy credits incurred when service level minimum and target criteria are not met.</i>
Service Level (SL) Target	<i>A commitment that is documented in a service level agreement.</i>
SL Minimum	<i>A measure of minimum expected performance. Actual results below the SL Minimum will incur a Remedy and negate Earn back as described in each SLA reference.</i>
Measurement	<i>Measurement window is 24/7/calendar month</i>
KM – Key Measurement	<i>SLAs for which the Remedy is designated as KM shall be reviewed monthly by the Commonwealth and Contractor but will not entitle the Commonwealth to any credits if service levels are not met. Any request by the Commonwealth that an SLA designated as a KM be converted to a credit-bearing SLA shall be negotiated in accordance with the Commonwealth Contract Change Procedures. Conversion from a KM to a CM via the Contract Change Process will include the ability to reasonably re-negotiate the penalty and SLA metrics.</i>
Reporting	<i>Each SL contains a reporting section with the Commonwealth’s recommendations of what type of information should be included in the required monthly reporting reflecting the type of data gathered as input into the calculation to determine if the SLs were met or in default. Some of the elements and details of the reports are listed in each SL in the Report section and are to be utilized as applicable to that SL. Monthly reporting is required and each SL may require a unique report. Both parties will work together towards an acceptable report format during the startup phase of the contract.</i>

Service Level Reference	SL Class	Target	Min	Earn Back	Start Date
SLA – 01 Power Availability Guarantee	CM	100% (A+B side) 99.99% (A side only)	N/A	N/A	(Service Commencement Date)
Definition	DataBank guarantees that AC and/or DC power will be available to Customer's space/power whips 100% of the time, measured over calendar month, when redundant A+B circuits are delivered; otherwise 99.99% for single circuit fed cabinets. "Power Outage" is the time period in a calendar month that AC and/or DC power is unavailable to Customer's space/rack/cabinet.				
Metric Description	<p>The Service Level calculation for Power Availability is based on the total minutes per calendar month that a power whips experiences a Power Outage. A "Power Outage" shall begin upon the earlier of DataBank's actual knowledge of the Power Outage or DataBank's receipt of notice from Customer of the Power Outage. Customer shall notify DataBank of a Power Outage via the DataBank Portal Ticketing System or as specified below.</p> <p>DataBank Contact Information: Toll Free: 1.800.951.1034 Local: 214.720.2266 Email: customercare@databank.com</p>				
Metric Inclusions	The Power Availability Guarantee applies to the affected space/power whips only. A Power Outage shall begin when Customer loses complete power to the A+B power whips. A Power Outage for A+B Side does not include any period of time that a Customer experiences power loss on one side of an A+B power configuration				
Metric Exclusions	The Power Availability Guarantee does not apply to any Power Outage caused by: (a) an act or omission of Customer or its end-users; (b) the failure or malfunction of non-DataBank components or systems; or (c) a force majeure event. A "Power Outage" does not include an interruption of non-redundant "A Side" power only circuits during announced temporary power outages due to scheduled maintenance windows or tripped breakers operating above 80% of the breaker rating. DataBank will notify Customer's designated contacts at least ten (10) days in advance of any scheduled maintenance involving high risk power upgrades or planned building power shutdowns.				
Calculation	Power Availability Metric is calculated as follows: (Total minutes in a calendar month – total minutes that a power whips experiences a Power Outages)/(Total minutes in a calendar month)*100.				
Hours/Days of Measurement	24 hours X 365 days				

Reporting Window	Monthly																				
Reporting Tools / Data Source(s)	TBD																				
Reporting Format/s	<p>Preferred Format: Excel, PDF</p> <p>Report Elements: Header to include Total Number of Trouble Tickets, Number of Tickets that Missed the Service Level, Target SL [in Minutes] and [in Hours], Minimum SL [in Minutes] and [in Hours], Actual SL [Average Time to Restore] [in Minutes] and [in Hours], Target SL Achieved [Yes/No], Minimum SL Achieved [Yes/No], Power Usage</p> <p>Detail to include: Trouble Ticket Number, Server Name, Agency, Service/Device Identifier, Create Date/Time, Resolve Date/Time, Hold Time, Time-to-Restore [in Minutes], Outage Cause, Resolution, and Categorized by Agency.</p> <p>Detailed Exclusion Report: Trouble Ticket Number, Server Name, Agency, Service/Device Identifier, Create Date/Time, Resolve Date/Time, Hold Time, Time-to-Restore [in Minutes], Outage Cause, Resolution, Reason for Exclusion, Categorized by Agency.</p>																				
Remedy Credit	<p>Should DataBank fail to meet the Power Availability Guarantee, DataBank will credit Customer's monthly invoice in accordance with the following credit schedule based on the monthly charges associated with the affected space/power whip.</p> <p style="text-align: center;">“A side” (single circuit) SLA Schedule</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Length of Power Outage</th> <th>Credit Against Monthly Charges</th> </tr> </thead> <tbody> <tr> <td>Greater than 0 to less than 61 minutes</td> <td>10%</td> </tr> <tr> <td>61 to less than 121 minutes</td> <td>25%</td> </tr> <tr> <td>121 to less than 361 minutes</td> <td>50%</td> </tr> <tr> <td>361 minutes or greater</td> <td>100%</td> </tr> </tbody> </table> <p style="text-align: center;">“A+ side” (dual circuit) SLA Schedule</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Length of Power Outage</th> <th>Credit Against Monthly Charges</th> </tr> </thead> <tbody> <tr> <td>Greater than 0 to less than 5 minutes</td> <td>5%</td> </tr> <tr> <td>5 to less than 61 minutes</td> <td>25%</td> </tr> <tr> <td>61 to less than 121 minutes</td> <td>50%</td> </tr> <tr> <td>121 minute or greater</td> <td>100%</td> </tr> </tbody> </table>	Length of Power Outage	Credit Against Monthly Charges	Greater than 0 to less than 61 minutes	10%	61 to less than 121 minutes	25%	121 to less than 361 minutes	50%	361 minutes or greater	100%	Length of Power Outage	Credit Against Monthly Charges	Greater than 0 to less than 5 minutes	5%	5 to less than 61 minutes	25%	61 to less than 121 minutes	50%	121 minute or greater	100%
Length of Power Outage	Credit Against Monthly Charges																				
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Length of Power Outage	Credit Against Monthly Charges																				
Greater than 0 to less than 5 minutes	5%																				
5 to less than 61 minutes	25%																				
61 to less than 121 minutes	50%																				
121 minute or greater	100%																				

Service Level Reference	SL Class	Target	Min	Earn Back	Start Date
SLA – 02 HVAC Commitment	CM	100% Average temperature of 65-78 degrees Fahrenheit	N/A	N/A	(Service Commencement Date)
Definition	DataBank commits that it will maintain ~ over a 24-hour period ~ an average temperature of 65-78 degrees Fahrenheit within the cold aisles of the Colocation Area (“Average Temperature Range”). However, temperatures may temporarily fluctuate in the range of 64 to 80 degrees Fahrenheit, and DataBank does not commit to any temperature range inside cabinets or within private suites. “HVAC Outage” is the time period within any twenty-four (24) hour period in which DataBank fails to meet the Average Temperature Range that the temperature was outside of with the Average Temperature Range. DataBank reserves the right to modify the Average Temperature Range in accordance with the latest ASHRAE recommendations for data center equipment.				
Metric Description	<p>The Service Level calculation for HVAC Commitment is based on the total minutes per calendar month that a Service experiences an HVAC Outage. An “HVAC Outage” shall begin upon the earlier of DataBank's actual knowledge of the HVC Outage or DataBank's receipt of notice from Customer of the HVAC Outage. DataBank will report via the DataBank ticketing portal temperatures outside of the 64 to 80 degree Fahrenheit range. Customer shall also notify DataBank of an HVAC Outage via the DataBank ticketing portal or as specified below.</p> <p>DataBank Contact Information: Toll Free: 1.800.951.1034 Local: 214.720.2266 Email: customercare@databank.com</p>				
Metric Inclusions	The HVAC Commitment applies to cold aisles within Customer’s colocation space.				
Metric Exclusions	This HVAC Commitment does not apply to any temperature range inside cabinets or inside the cage. The HVAC commitment does not apply to any HVAC Outage caused by: (a) an act or omission of Customer or its end-users; (b) the failure or malfunction of non-DataBank components or systems; (c) scheduled maintenance; or (d) a force majeure event.				
Calculation	HVAC Target Metric is calculated as follows: (Total minutes in a calendar month – total minutes that a colocation space experiences an HVAC Outage)/(Total minutes in a calendar month)*100.				

Hours/Days of Measurement	24 hours X 365 days								
Reporting Window	Monthly								
Reporting Tools / Data Source(s)	DataBank's sensors located above the raised floors in the intake area of the cold aisle.								
Reporting Format/s	<p>Preferred Format: Excel, PDF</p> <p>Report Elements: Header to include Total Number of Trouble Tickets, Number of Tickets that Missed the Service Level, Target SL [in Minutes] and [in Hours], Minimum SL [in Minutes] and [in Hours], Actual SL [Average Time to Restore] [in Minutes] and [in Hours], Target SL Achieved [Yes/No], Minimum SL Achieved [Yes/No];</p> <p>Detail to include: Trouble Ticket Number, Server Name, Agency, Service/Device Identifier, Create Date/Time, Resolve Date/Time, Hold Time, Time-to-Restore [in Minutes], Outage Cause, Resolution, and Categorized by Agency.</p> <p>Detailed Exclusion Report: Trouble Ticket Number, Server Name, Agency, Service/Device Identifier, Create Date/Time, Resolve Date/Time, Hold Time, Time-to-Restore [in Minutes], Outage Cause, Resolution, Reason for Exclusion, Categorized by Agency.</p>								
Remedy Credit	<p>Should DataBank fail to meet the HVAC Commitment, DataBank will credit Customer's monthly invoice in accordance with the following credit schedule based on the monthly charges associated with the affected Colocation Area.</p> <table border="1" data-bbox="934 787 1430 990"> <thead> <tr> <th>Length of HVAC Outage</th> <th>Credit Against Monthly Charges</th> </tr> </thead> <tbody> <tr> <td>Greater than 0 to less than 61 minutes</td> <td>10%</td> </tr> <tr> <td>61 to less than 121 minutes</td> <td>50%</td> </tr> <tr> <td>121 minutes or greater</td> <td>100%</td> </tr> </tbody> </table>	Length of HVAC Outage	Credit Against Monthly Charges	Greater than 0 to less than 61 minutes	10%	61 to less than 121 minutes	50%	121 minutes or greater	100%
Length of HVAC Outage	Credit Against Monthly Charges								
Greater than 0 to less than 61 minutes	10%								
61 to less than 121 minutes	50%								
121 minutes or greater	100%								

Service Level Reference	SL Class	Target	Min	Earn Back	Start Date
SLA – 03 Relative Humidity Commitment	CM	100%	N/A	N/A	(Service Commencement Date)
Definition	DataBank commits that it will maintain ~ over a 24-hour period ~ an average relative humidity within the cold aisles of the Colocation Space that meets the currently published ASHRAE data center standards (“Average Humidity Range”). However, operating percentages may temporarily fluctuate plus or minus 5 to 7 percent, and DataBank does not guarantee humidity percentages inside cabinets. “Humidity Outage” is the time period within any twenty-four (24) hour period in which DataBank fails to meet the Average Humidity Range that relative humidity was outside of with the Average Humidity Range. DataBank reserves the right to modify the Average Humidity Range in accordance with the latest ASHRAE recommendations for data center Equipment.				
Metric Description	<p>The Service Level calculation for Relative Humidity Commitment is based on the total minutes per calendar month that a Service experiences a Humidity Outage. An “Humidity Outage” shall begin upon the earlier of DataBank's actual knowledge of the Humidity Outage or DataBank's receipt of notice from Customer of the Humidity Outage. DataBank will report via the DataBank ticketing portal temperatures over a 10% variance outside of the average relative humidity within the cold aisles of the Colocation Space that meets the currently published ASHRAE data center standards (“Average Humidity Range”). Customer shall also notify DataBank of an Humidity Outage via the DataBank ticketing portal or as specified below.</p> <p>DataBank Contact Information: Toll Free: 1.800.951.1034 Local: 214.720.2266 Email: customercare@databank.com</p>				
Metric Inclusions	The Relative Humidity Commitment applies to cold aisles within Customer’s colocation space.				
Metric Exclusions	This Relative Humidity Commitment does not apply to any temperature range inside cabinets. The Relative Humidity commitment does not apply to any Humidity Outage caused by: (a) an act or omission of Customer or its end-users; (b) the failure or malfunction of non-DataBank components or systems; or (c) a force majeure event.				
Calculation	Relative Humidity Target Metric is calculated as follows: (Total minutes in a calendar month – total minutes that a colocation space experiences a Humidity Outage)/(Total minutes in a calendar month)*100.				
Hours/Days of Measurement	24 hours X 365 days				
Reporting Window	Monthly				
Reporting Tools / Data Source(s)	TBD				

<p>Reporting Format/s</p>	<p>Preferred Format: Excel, PDF</p> <p>Report Elements: Header to include Total Number of Trouble Tickets, Number of Tickets that Missed the Service Level, Target SL [in Minutes] and [in Hours], Minimum SL [in Minutes] and [in Hours], Actual SL [Average Time to Restore] [in Minutes] and [in Hours], Target SL Achieved [Yes/No], Minimum SL Achieved [Yes/No];</p> <p>Detail to include: Trouble Ticket Number, Server Name, Agency, Service/Device Identifier, Create Date/Time, Resolve Date/Time, Hold Time, Time-to-Restore [in Minutes], Outage Cause, Resolution, and Categorized by Agency.</p> <p>Detailed Exclusion Report: Trouble Ticket Number, Server Name, Agency, Service/Device Identifier, Create Date/Time, Resolve Date/Time, Hold Time, Time-to-Restore [in Minutes], Outage Cause, Resolution, Reason for Exclusion, Categorized by Agency.</p>								
<p>Remedy Credit</p>	<p>Should DataBank fail to meet the Relative Humidity Commitment, DataBank will credit Customer's monthly invoice in accordance with the following credit schedule based on the monthly charges associated with the affected Colocation Area.</p> <table border="1" data-bbox="936 646 1457 867"> <thead> <tr> <th data-bbox="936 646 1178 727">Length of Relative Humidity Outage</th> <th data-bbox="1178 646 1457 727">Credit Against Monthly Charges</th> </tr> </thead> <tbody> <tr> <td data-bbox="936 727 1178 786">Greater than 0 to less than 61 minutes</td> <td data-bbox="1178 727 1457 786">10%</td> </tr> <tr> <td data-bbox="936 786 1178 841">61 to less than 121 minutes</td> <td data-bbox="1178 786 1457 841">50%</td> </tr> <tr> <td data-bbox="936 841 1178 867">121 minutes or greater</td> <td data-bbox="1178 841 1457 867">100%</td> </tr> </tbody> </table>	Length of Relative Humidity Outage	Credit Against Monthly Charges	Greater than 0 to less than 61 minutes	10%	61 to less than 121 minutes	50%	121 minutes or greater	100%
Length of Relative Humidity Outage	Credit Against Monthly Charges								
Greater than 0 to less than 61 minutes	10%								
61 to less than 121 minutes	50%								
121 minutes or greater	100%								

Service Level Reference	SL Class	Target	Min	Earn Back	Start Date
SLA – 04 Cross-Connect Availability Guarantee	CM	100%	N/A	N/A	(Service Commencement Date)
Definition	DataBank guarantees that cross-connects terminated at the Main Distribution Frame will be available to Customer 100% of the time per calendar month after initial installation. “Outage” is the time period in a calendar month that a cross-connect is unavailable for Customer’s use.				
Metric Description	<p>The Service Level calculation for Cross-Connect Availability is based on the total minutes per calendar month that a cross-connect experiences an Outage. Customer shall also notify DataBank of an Cross Connect Outage via the DataBank ticketing portal or as specified below.</p> <p>DataBank Contact Information: Toll Free: 1.800.951.1034 Local: 214.720.2266 Email: customercare@databank.com</p>				
Metric Inclusions	The Cross-Connect Availability applies to the cross-connects terminated at the Main Distribution Frame.				
Metric Exclusions	The Cross-Connect Availability Guarantee does not apply to any Outage caused by: (a) an act or omission of Customer or its end-users; (b) a force majeure event; or (c) The Cross-Connect availability does not apply to outages caused by the Commonwealth’s systems, equipment or other vendors other than DataBank.				
Calculation	Cross-Connect Availability Metric is calculated as follows: (Total minutes in a calendar month – total minutes that a cross connect circuit experiences an Outage)/(Total minutes in a calendar month)*100.				
Hours/Days of Measurement	24 hours X 365 days				
Reporting Window	Monthly				
Reporting Tools / Data Source(s)	TBD				
Reporting Format/s	<p>Preferred Format: Excel, PDF</p> <p>Report Elements: Header to include Total Number of Trouble Tickets, Number of Tickets that Missed the Service Level, Target SL [in Minutes] and [in Hours], Minimum SL [in Minutes] and [in Hours], Actual SL [Average Time to Restore] [in Minutes] and [in Hours], Target SL Achieved [Yes/No], Minimum SL Achieved [Yes/No];</p> <p>Detail to include: Trouble Ticket Number, Server Name, Agency, Service/Device Identifier, Create Date/Time, Resolve Date/Time, Hold Time, Time-to-Restore [in Minutes], Outage Cause, Resolution, and Categorized by Agency.</p> <p>Detailed Exclusion Report: Trouble Ticket Number, Server Name, Agency, Service/Device Identifier, Create Date/Time,</p>				

	Resolve Date/Time, Hold Time, Time-to-Restore [in Minutes], Outage Cause, Resolution, Reason for Exclusion, Categorized by Agency.										
Remedy Credit	<p>Should DataBank fail to meet the Cross-Connect Availability Guarantee, DataBank, upon Customer's request, will credit Customer's monthly invoice in accordance with the following credit schedule based on the monthly charges associated with the affected cross-connect circuit.</p> <table border="1" data-bbox="936 412 1465 711"> <thead> <tr> <th data-bbox="936 412 1178 472">Length of Outage</th> <th data-bbox="1178 412 1465 472">Credit Against Monthly Charges</th> </tr> </thead> <tbody> <tr> <td data-bbox="936 472 1178 532">Greater than 0 to less than 5 minutes</td> <td data-bbox="1178 472 1465 532">10%</td> </tr> <tr> <td data-bbox="936 532 1178 592">5 to less than 61 minutes</td> <td data-bbox="1178 532 1465 592">25%</td> </tr> <tr> <td data-bbox="936 592 1178 652">61 to less than 121 minutes</td> <td data-bbox="1178 592 1465 652">50%</td> </tr> <tr> <td data-bbox="936 652 1178 711">121 minutes or greater</td> <td data-bbox="1178 652 1465 711">100%</td> </tr> </tbody> </table>	Length of Outage	Credit Against Monthly Charges	Greater than 0 to less than 5 minutes	10%	5 to less than 61 minutes	25%	61 to less than 121 minutes	50%	121 minutes or greater	100%
Length of Outage	Credit Against Monthly Charges										
Greater than 0 to less than 5 minutes	10%										
5 to less than 61 minutes	25%										
61 to less than 121 minutes	50%										
121 minutes or greater	100%										

Service Level Reference	SL Class	Target	Min	Earn Back	Start Date
SLA – 05 Managed Internet Availability Guarantee	CM	100%	N/A	N/A	(Service Commencement Date)
Definition	DataBank guarantees that during any calendar month, the Internet protocol network utilized to access the Internet from the Designated DataBank Facility will be available to Customer 100% of the time per calendar month after initial installation. “Internet Outage” is the time period in a calendar month that Customer is unable to transmit to, and receive information from, the Internet at a DataBank data center.				
Metric Description	<p>The Service Level calculation for Managed Internet Availability is based on the total minutes per calendar month that an Internet Service experiences an Internet Outage. An “Internet Outage” shall begin upon the earlier of DataBank's actual knowledge of the Internet Outage or DataBank's receipt of notice from Customer of the Internet Outage. Customer shall also notify DataBank of an Internet Outage via the DataBank ticketing portal or as specified below.</p> <p>DataBank Contact Information: Toll Free: 1.800.951.1034 Local: 214.720.2266 Email: customercare@databank.com</p>				
Metric Inclusions	Managed Internet Availability Guarantee applies only if Customer utilizes both redundant hand offs from DataBank Internet platform and redundant hardware at Customer’s network edge (firewall, switch, router, etc).				
Metric Exclusions	The Managed Internet Availability Guarantee does not apply to any Internet Outage caused by: (a) an act or omission of Customer or its end-users; (b) a force majeure event; (c) overall Internet congestion, slowdown, or unavailability; (d) scheduled maintenance; or (e) unavailability of generic Internet services (e.g. DNS servers)				
Calculation	Managed Internet Availability Guarantee is calculated as follows: (Total minutes in a calendar month – total minutes that a Managed Internet Service experiences an Internet Outage)/(Total minutes in a calendar month)*100.				
Hours/Days of Measurement	24 hours X 365 days				
Reporting Window	Monthly				
Reporting Tools / Data Source(s)	TBD				
Reporting Format/s	<p>Preferred Format: Excel, PDF</p> <p>Report Elements: Header to include Total Number of Trouble Tickets, Number of Tickets that Missed the Service Level, Target SL [in Minutes] and [in Hours], Minimum SL [in Minutes] and [in Hours], Actual SL [Average Time to Restore] [in</p>				

	<p>Minutes] and [in Hours], Target SL Achieved [Yes/No], Minimum SL Achieved [Yes/No];</p> <p>Detail to include: Trouble Ticket Number, Server Name, Agency, Service/Device Identifier, Create Date/Time, Resolve Date/Time, Hold Time, Time-to-Restore [in Minutes], Outage Cause, Resolution, and Categorized by Agency.</p> <p>Detailed Exclusion Report: Trouble Ticket Number, Server Name, Agency, Service/Device Identifier, Create Date/Time, Resolve Date/Time, Hold Time, Time-to-Restore [in Minutes], Outage Cause, Resolution, Reason for Exclusion, Categorized by Agency.</p> <p>Note: The monthly report will reflect the type of data gathered as input into the calculation to determine if the SLs were met or in default. Monthly reporting is required, but each SL may have a unique report. Both parties will work together towards an acceptable report format during the startup phase of the contract.</p>												
<p>Remedy Credit</p>	<p>Should DataBank fail to meet the Managed Internet Availability Guarantee, DataBank will credit Customer's monthly invoice in accordance with the following credit schedule based on the monthly charges associated with the affected Managed Internet Service.</p> <table border="1" data-bbox="934 711 1457 1057"> <thead> <tr> <th>Length Of Internet Outage</th> <th>Credit Against Monthly Charges</th> </tr> </thead> <tbody> <tr> <td>Greater than 0, less than 5 minutes</td> <td>5%</td> </tr> <tr> <td>5 to less than 46 minutes</td> <td>10%</td> </tr> <tr> <td>46 to less than 433 minutes</td> <td>25%</td> </tr> <tr> <td>433 to less than 4321 minutes</td> <td>50%</td> </tr> <tr> <td>4321 minutes or greater</td> <td>100%</td> </tr> </tbody> </table>	Length Of Internet Outage	Credit Against Monthly Charges	Greater than 0, less than 5 minutes	5%	5 to less than 46 minutes	10%	46 to less than 433 minutes	25%	433 to less than 4321 minutes	50%	4321 minutes or greater	100%
Length Of Internet Outage	Credit Against Monthly Charges												
Greater than 0, less than 5 minutes	5%												
5 to less than 46 minutes	10%												
46 to less than 433 minutes	25%												
433 to less than 4321 minutes	50%												
4321 minutes or greater	100%												

Service Level Reference	SL Class	Target	Min	Earn Back	Start Date
SLA – 06 Remote Hands Time to Respond	CM	Bus Hours = 2 hrs All other times = 4 hrs	N/A	N/A	(Service Commencement Date)
Definition	DataBank commits to respond to Customer remote hands requests submitted by Customer within two hours for M- F, 8am 5pm local time (Business Hours), and within 4 four hours for M-F, 5pm-8am local time, weekends or holidays (“Response Time”).				
Metric Description	The Response Time is measured from the time DataBank registers the ticket until the DataBank technician is on- site and contacts the Customer to begin troubleshooting.				
Metric Inclusions	Requests for remote hands services				
Metric Exclusions	The remote hands request provides for pre-scheduled support services or the Ticket failed to provide adequate instruction.				
Calculation	The Response Time is measured from the time DataBank registers the ticket until the DataBank technician is on-site and contacts the Customer to begin troubleshooting. Formula needed: ie (On site time – ticket create time)- Customer hold time.				
Hours/Days of Measurement	24 hours X 365 days				
Reporting Window	Monthly				
Reporting Tools / Data Source(s)	TBD				
Reporting Format/s	<p>Preferred Format: Excel, PDF</p> <p>Report Elements: Header to include Total Number of Service Requests, Number of Service Requests that Missed the Interval, Target SL, Minimum SL, Actual SL, Target SL Achieved [Yes/No], Minimum SL Achieved [Yes/No]; Detail to include Service Request Number, Agency, Type of Service, Brief Description of Issue, Service Request Create Date and Time, Date and Time of First Response, Time to Respond [Hrs:Mins], Reason Interval was not Met.</p> <p>Detailed Exclusion Report: Service Request Number, Brief Description of Issue, Type of Service, Service Request Create Date and Time, Date and Time of First Response, Time to Respond [Hrs:Mins], Reason for Exclusion.</p> <p>Trouble Ticket Response Chart: to include Number of Service Request; Graphical representation.</p>				

Remedy Credit

Should DataBank fail to meet the Remote Hands Time to Respond per this services level, DataBank will credit Customer's monthly invoice in accordance with the following credit schedule based the charges associated with the applicable remote hands request if the Response Time as described above is exceeded as follows:

Response Time Delay	Credit Against Monthly Charges
Delay of 1 to less than 31 minutes	10%
Delay of 31 to less than 61 minutes	25%
Delay of 61 or greater minutes	50%

Service Level	SL Class	Target	Min	Earn	Start Date
SLA – 07 DCI Pair Availability Guarantee	CM	100%	N/A	N/A	(Service Commencement Date)
Definition	DataBank guarantees that during any calendar month, a DCI Pair will be available to Customer 100% of the time per calendar month after initial installation. The term “Outage” shall be defined as the total loss of the ability of both sides of a DCI Pair to pass light for a continuous and uninterrupted period of time				
Metric Description	<p>The Service Level calculation for DCI Pair Availability is based on the total minutes per calendar month that a DCI Pair experiences an Outage. An “Outage” shall begin upon the earlier of DataBank's actual knowledge of the Outage or DataBank's receipt of notice from Customer of the Outage. Customer shall also notify DataBank of an DCI Pair Outage via the DataBank ticketing portal or as specified below.</p> <p>DataBank Contact Information: Toll Free: 1.800.951.1034 Local: 214.720.2266 Email: customercare@databank.com</p>				
Metric Inclusions	DCI Pair Availability Guarantee applies to a “DCI Pair” a strand of dark fiber provisioned between Customer’s space located within DataBank’s data center and the other end point with dual paths and dual building entrances.				
Metric Exclusions	The DCI Pair Availability Guarantee does not apply to any Outage caused by: a) any act or omission of the Customer; (b) the configuration, failure or malfunction of non-DataBank equipment or systems; (c) DataBank not having reasonable and uninterrupted access to any premises or site respecting the Outage; or (d) scheduled maintenance.				
Calculation	DCI Pair Availability Guarantee is calculated as follows: (Total minutes in a calendar month – total minutes that a DCI Pair experiences an Outage)/(Total minutes in a calendar month)*100.				
Hours/Days of Measurement	24 hours X 365 days				
Reporting Window	Monthly				
Reporting Tools / Data Source(s)	TBD				

Reporting Format/s	<p>Preferred Format: Excel, PDF</p> <p>Report Elements: Header to include Total Number of Orders, Number of Orders Missed, Target SL, Minimum SL, Actual SL, Target SL Achieved [Yes/No], Minimum SL Achieved [Yes/No] Suggested Detail: categorized by Service, by Category and by Type to include Order Number, Unique ID, Agency, Service Sub-Type, Date Submitted, Date Requested, Date Completed, Number of Business Days to Complete, SL Interval, Reason Interval was not Met.</p>												
Remedy Credit	<p>Should DataBank fail to meet the DCI Pair Availability Guarantee, DataBank will credit Customer's monthly invoice in accordance with the following credit schedule based on the monthly charges associated with the affected DCI Pair.</p> <table border="1" data-bbox="932 521 1642 789"> <thead> <tr> <th data-bbox="932 521 1283 597">Outage Time</th> <th data-bbox="1283 521 1642 597">Service Credit as a % of MRC</th> </tr> </thead> <tbody> <tr> <td data-bbox="932 597 1283 634">00:01 to 5:59 hours</td> <td data-bbox="1283 597 1642 634">25%</td> </tr> <tr> <td data-bbox="932 634 1283 672">6:00 hours to 8:59 hours</td> <td data-bbox="1283 634 1642 672">25%</td> </tr> <tr> <td data-bbox="932 672 1283 709">9 hours 13:59 hours</td> <td data-bbox="1283 672 1642 709">50%</td> </tr> <tr> <td data-bbox="932 709 1283 747">14 hours to 18:59 hours</td> <td data-bbox="1283 709 1642 747">75%</td> </tr> <tr> <td data-bbox="932 747 1283 789">Over 18 hours</td> <td data-bbox="1283 747 1642 789">100%</td> </tr> </tbody> </table>	Outage Time	Service Credit as a % of MRC	00:01 to 5:59 hours	25%	6:00 hours to 8:59 hours	25%	9 hours 13:59 hours	50%	14 hours to 18:59 hours	75%	Over 18 hours	100%
Outage Time	Service Credit as a % of MRC												
00:01 to 5:59 hours	25%												
6:00 hours to 8:59 hours	25%												
9 hours 13:59 hours	50%												
14 hours to 18:59 hours	75%												
Over 18 hours	100%												

Service Level	SL Class	Target	Min	Earn	Start Date
SLA – 08 CloudLink Availability Guarantee	CM	Protected 100%	N/A	N/A	(Service Commencement Date)
Definition	DataBank guarantees that during any calendar month, CloudLink will be available to Customer 100% of the time per calendar month after initial installation. Availability means the percentage of time that a Customer location is connected to and can be reached by one or more other Customer locations on the same Customer network.				
Metric Description	<p>The Service Level calculation for CloudLink Availability is based on the total minutes per calendar month that the CloudLink Service experiences an Outage. An “Outage” shall begin upon the earlier of DataBank's actual knowledge of the Outage or DataBank's receipt of notice from Customer of the Outage. Customer shall also notify DataBank of a CloudLink Outage via the DataBank ticketing portal or as specified below.</p> <p>DataBank Contact Information: Toll Free: 1.800.951.1034 Local: 214.720.2266 Email: customercare@databank.com</p>				
Metric Inclusions	CloudLink Availability Guarantee applies to all CloudLink Offerings.				
Metric Exclusions	The CloudLink Availability Guarantee does not apply to any Outage caused by: a) any act or omission of the Customer; or (b) scheduled maintenance.				
Calculation	CloudLink Availability Guarantee is calculated as follows: (Total minutes in a calendar month – total minutes that a CloudLink Service experiences an Outage)/(Total minutes in a calendar month)*100.				
Hours/Days of Measurement	24 hours X 365 days				
Reporting Window	Monthly				
Reporting Tools / Data Source(s)	TBD				

<p>Reporting Format/s</p>	<p>Preferred Format: Excel, PDF</p> <p>Report Elements: Header to include Total Number of Trouble Tickets, Number of Tickets that Missed the Service Level, Target SL [in Minutes] and [in Hours], Minimum SL [in Minutes] and [in Hours], Actual SL [Average Time to Restore] [in Minutes] and [in Hours], Target SL Achieved [Yes/No], Minimum SL Achieved [Yes/No];</p> <p>Detail to include: Trouble Ticket Number, Server Name, Agency, Service/Device Identifier, Create Date/Time, Resolve Date/Time, Hold Time, Time-to-Restore [in Minutes], Outage Cause, Resolution, and Categorized by Agency.</p> <p>Detailed Exclusion Report: Trouble Ticket Number, Server Name, Agency, Service/Device Identifier, Create Date/Time, Resolve Date/Time, Hold Time, Time-to-Restore [in Minutes], Outage Cause, Resolution, Reason for Exclusion, Categorized by Agency.</p>												
<p>Remedy Credit</p>	<p>Should DataBank fail to meet the CloudLink Availability Guarantee, DataBank will credit Customer's monthly invoice in accordance with the following credit schedule based on the monthly charges associated with the affected CloudLink Service.</p> <table border="1" data-bbox="890 646 1707 878"> <thead> <tr> <th>Outage Time</th> <th>Service Credit as a % of MRC</th> </tr> </thead> <tbody> <tr> <td>00:01 to 1 hour</td> <td>10%</td> </tr> <tr> <td>1:01 hours to 2 hours</td> <td>20%</td> </tr> <tr> <td>2:01 hours to 3 hours</td> <td>30%</td> </tr> <tr> <td>3:01 hours to 4 hours</td> <td>40%</td> </tr> <tr> <td>Each additional hour after 4 hours</td> <td>*10%</td> </tr> </tbody> </table> <p>* In no event will total credits payable hereunder exceed 100% of the MRC for the affected CloudLink Service for any calendar month.</p>	Outage Time	Service Credit as a % of MRC	00:01 to 1 hour	10%	1:01 hours to 2 hours	20%	2:01 hours to 3 hours	30%	3:01 hours to 4 hours	40%	Each additional hour after 4 hours	*10%
Outage Time	Service Credit as a % of MRC												
00:01 to 1 hour	10%												
1:01 hours to 2 hours	20%												
2:01 hours to 3 hours	30%												
3:01 hours to 4 hours	40%												
Each additional hour after 4 hours	*10%												

Contract Change Request Form

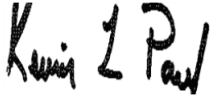
Change Request Number and Name:	DB_CCR_003 – Portal MFA Product Addition	Related CR/Contract, PCR, Contract Section #:	4400024655			
Date Created:	11/24/2021	Date Submitted to COPA:	12/07/2021			
Description (Brief):	The purpose of this change request is to add an option for Multi-factor authentication (MFA) service for accessing the DataBank Portal. The MFA option is a per user monthly fee.					
Priority:	<input checked="" type="checkbox"/> URGENT		<input type="checkbox"/> ORDINARY		<input type="checkbox"/> LOW	
Status: (Please Check)	Approved <input type="checkbox"/>	Pending <input checked="" type="checkbox"/>	Rejected <input type="checkbox"/>	Cancelled <input type="checkbox"/>	Completed <input type="checkbox"/>	On Hold <input type="checkbox"/>
Category: (Please Check)	Data Ops <input checked="" type="checkbox"/>	Voice Ops <input type="checkbox"/>	Security <input type="checkbox"/>	ITSM <input type="checkbox"/>	Support <input type="checkbox"/>	Wireless <input type="checkbox"/>
REQUESTOR INFORMATION						
Requestor:	Jake Zupancic					
Requestor Email:	JZupancic@databank.com					
Requestor Phone Number:	(317) 979-5112					
Date Change Requested:	12/07/2021					
COPA CONTACT INFORMATION						
COPA Contact:	Tom Schwartz					
COPA Email:	thschwartz@pa.gov					
COPA Phone Number:	717-214-4188					
Date Submitted:	12/07/2021					
Target Date:	01/25/2022					
SERVICES AFFECTED						
Service Name:	See Below					
Product Code:	Code:	<input checked="" type="checkbox"/> New Service		<input type="checkbox"/> Change Existing Service		
FOR EACH PRODUCT CODE						
Unit Price:	MRC					
Amt of Increase/Decrease:						
<input type="checkbox"/> Increase * – (Reference Cost Impact Study)	<input type="checkbox"/> Decrease * - (Reference Cost Impact Study)	<input type="checkbox"/> Revised	<input checked="" type="checkbox"/> New Catalog Entry – Add new codes to Product Cat.		<input type="checkbox"/> No Unit Price Change	
COST IMPACT						
Cost Impact – (None, brief description or attached doc):	Product Code	Long Description		Type	Unit Price	Interval
	DB-Portal-MFA	Per user charge for MFA - monthly charge		MRC	\$ 5.00	N/A
Technology: (check all that apply):	<input checked="" type="checkbox"/> New		<input type="checkbox"/> Revised	<input type="checkbox"/> Hardware		<input type="checkbox"/> Software
SAP Account Information, if applicable:	SAP Fund:			SAP Cost Center:		
Performance Impact:	The service will allow Commonwealth users of DataBank’s Portal to authenticate using multi-factor authentication.					
Business Justification:	The service will provide the Commonwealth additional security protocols when using DataBanks Portal.					
(*) NOTE: All statements that affect billing must be immediately forwarded to the Comptroller upon acceptance						

OA/OIT – Contract Compliance – Contract Change Control Procedures

DB_CCR_003 – Portal-MFA Product Addition

Commonwealth of PA

Supplier Signing Authority



DocuSigned by:

CB611BDDF43D47B...

Kevin Paul, Director
Bureau of Service Value Management

Daniel Yamagishi, General Counsel
DataBank

Date: 02/22/2022

Date: 02/01/2022

Final Negotiated Cost Submittal

REQUEST FOR PROPOSALS FOR Data Center Services

RFP 6100050958

Change Request Log

DB_CCR_001 - Effective
10.06.2021

DB_CCR_002 - Effective
11.12.2021

DB_CCR_003 - Effective
02.22.2022

INSTRUCTIONS
GENERAL INSTRUCTIONS FOR COMPLETING THIS WORKBOOK (Tab 1)
The Cost Submittal worksheets contained in this workbook shall constitute the Cost Submittal. Travel and related expenses shall be reimbursed in accordance with <i>Management Directive 230.10 Amended, Commonwealth Travel Policy and Manual 230.1, Commonwealth Travel Procedures Manual</i> .
OFFEROR INFORMATION (Tab 2)
<ol style="list-style-type: none"> 1. Select the Offeror Information tab at the bottom of this page. 2. Complete the highlighted cells in the top portion of the form (all contact information). 3. Offeror Information will appear on all worksheets.
COST SUBMITTAL COMPONENTS (Tab 3 through Tab 5)
<ol style="list-style-type: none"> 1. Please review every tab in this cost submittal. 2. Cells that are highlighted in yellow must be filled in with a number in order to provide the service requested. 3. The Offeror must be able to provide a price in each cell. If the price is left blank, a zero dollar amount will be calculated. <p>**Formulas are embedded within the worksheets, do not attempt to unlock cells. The estimates provided within this appendix are not a guarantee of service to be performed and/or payment under the contract resulting from this RFP.</p>
COST SUBMITTAL SUMMARY (Tab 6)
<ol style="list-style-type: none"> 1. This tab requires no entry of cost data. All data entered on the Cost Submittal worksheets will automatically populate the Cost Submittal Summary tab. 2. The Commonwealth will consider the costs for the Base Term of the Contract (5 years) in the evaluation of Cost. 3. Invited Options and Offered Options will not be evaluated in <i>6. Summary</i>.
Note:
<p>Do not include any pricing data in any portion of the Technical Submittal. Pricing data is defined as any information related to, directly or indirectly, the Offeror's proposed charges for services and deliverables. Pricing data consists of, but is not limited to, costs, fees, prices, rates, bonuses, discounts, rebates, or the identification of free services, labor or materials.</p> <p>The cost submittal must be submitted as presented by the Commonwealth and must not be altered in any way. Do not include any reiteration of the technical proposal in the cost submittal.</p>

Offeror Information - RFP 6100050958

Offeror Contact Information	
OFFEROR NAME	CONTACT PERSON
DataBank Holdings Ltd.	Tyal Prince
OFFEROR ADDRESS	EMAIL ADDRESS
35 Summit Park Dr. Pittsburgh, PA 15275	Tprince@datbank.com
	PHONE NUMBER
	412-367-2473
	SAP VENDOR NUMBER (IF AVAILABLE)
	544477
	FEDERAL TAX ID
	83-0409949

Offeror Contact Information	
OFFEROR NAME	CONTACT PERSON
OFFEROR ADDRESS	PHONE
OFFEROR ADDRESS	EMAIL ADDRESS
PHONE NUMBER	PHONE NUMBER
PHONE NUMBER	PHONE NUMBER
SAP VENDOR #	
FEDERAL TAX ID	

NOTES
 Estimated Quantities are for evaluation purposes only and do not guarantee payment.
 Offerors whose floor space does not require an upgrade to meet the 2800 pound static load requirement for 50% of space may place a zero in cell C23.

ONE TIME COSTS			
Cage Buildout Services (I-5.A)	Quantity	Deliverable Cost	Total Cost
Custom Secure Cage Set-Up, supports up to 50 Cabinets	1	\$25,446.82	\$25,446.82

Floor Capacity Upgrade, as required (I-4G.6)	Quantity	Non-recurring (one-time) cost	Total (one-time)
50% of proposed floor space upgraded to 2,800 pound rating	1	\$3,000.00	\$3,000.00

Power Circuit Provisioning (I-4G.7)	Quantity	One-time cost	Total Cost
208 VAC 20 Amp Circuit (Single-Phase), terminated to a single receptacle	2	\$400.00	\$800.00
208 VAC 30 Amp Circuit (Single-Phase), terminated to a single receptacle	5	\$475.00	\$2,375.00
208 VAC 60 Amp Circuit (Single-Phase), terminated to a single receptacle	22	\$700.00	\$15,400.00
208 VAC 30 Amp Circuit (Three-Phase), terminated to a single receptacle	1	\$900.00	\$900.00
208 VAC 50 Amp Circuit (Three-Phase), terminated to a single receptacle	6	\$1,000.00	\$6,000.00
208 VAC 60 Amp Circuit (Three-Phase), terminated to a single receptacle	4	\$1,000.00	\$4,000.00
110 VAC Circuit, terminated to a single receptacle	2	\$400.00	\$800.00
Total Power Circuit Cost - One time cost Year 1			\$30,275.00

Other Services - Installation of CoPA-provided cabinets (I-4G.5)	Quantity (estimated)	Non-recurring (one-time) cost	Total (One Time)
Cabinet Installation and Grounding Services (years 1-5)	30	\$100.00	\$3,000.00
Cabinet Installation and Grounding Services (years 6-10)	10	\$100.00	\$1,000.00

MONTHLY COSTS (I-4 M., J., & K.)												
Cost per Tier / Base Years 1-5	Reserve Power (kW)	Price per kW (Year 1)	Total (Monthly)	Price per kW (Year 2)	Total (Monthly - Year 2)	Price per kW (Year 3)	Total (Monthly - Year 3)	Price per kW (Year 4)	Total (Monthly - Year 4)	Price per kW (Year 5)	Total (Monthly - Year 5)	Total Base Years 1-5
24 Cabinets (Reserve Power - 120kW)	120	\$155.00	\$18,600.00	\$159.65	\$19,158.00	\$164.44	\$19,732.74	\$169.37	\$20,324.72	\$174.45	\$20,934.46	\$1184,999.11
30 Cabinets (Reserve Power - 150kW)	150	\$150.00	\$22,500.00	\$154.50	\$23,175.00	\$159.14	\$23,876.25	\$163.91	\$24,586.36	\$168.83	\$25,323.95	\$1,433,466.67
33 Cabinets (Reserve Power - 175kW)	175	\$145.00	\$25,375.00	\$149.35	\$26,136.25	\$153.83	\$26,920.34	\$158.45	\$27,727.95	\$163.20	\$28,559.79	\$1,616,631.85
40 Cabinets (Reserve Power - 200kW)	200	\$140.00	\$28,000.00	\$144.20	\$28,840.00	\$148.53	\$29,705.20	\$152.98	\$30,596.36	\$157.57	\$31,514.25	\$1,783,869.63
45 Cabinets (Reserve Power - 225kW)	225	\$135.00	\$30,375.00	\$139.05	\$31,286.25	\$143.22	\$32,224.84	\$147.52	\$33,191.58	\$151.94	\$34,187.33	\$1,935,180.00
50 Cabinets (Reserve Power - 250kW)	250	\$130.00	\$32,500.00	\$133.90	\$33,475.00	\$137.92	\$34,479.25	\$142.05	\$35,513.63	\$146.32	\$36,579.04	\$2,078,562.97

Cost per Tier / Optional Years 6-10	Reserve Power (kW)	Price per kW (Year 6)	Total (Monthly - Year 6)	Price per kW (Year 7)	Total (Monthly - Year 7)	Price per kW (Year 8)	Total (Monthly - Year 8)	Price per kW (Year 9)	Total (Monthly - Year 9)	Price per kW (Year 10)	Total (Monthly - Year 10)	Total Option Years 6-10 (5 Years)
24 Cabinets (Reserve Power - 120kW)	120	\$179.69	\$21,562.50	\$185.08	\$22,209.37	\$190.63	\$22,875.65	\$196.35	\$23,561.92	\$202.24	\$24,268.78	\$1,373,738.75
30 Cabinets (Reserve Power - 150kW)	150	\$173.89	\$26,083.67	\$179.11	\$26,866.18	\$184.48	\$27,672.16	\$189.02	\$28,502.33	\$193.72	\$29,357.40	\$1,661,780.75
33 Cabinets (Reserve Power - 175kW)	175	\$168.09	\$29,416.58	\$173.14	\$30,299.08	\$178.33	\$31,208.05	\$183.68	\$32,144.29	\$189.19	\$33,108.62	\$1,874,119.40
40 Cabinets (Reserve Power - 200kW)	200	\$162.30	\$32,459.67	\$167.17	\$33,433.66	\$172.18	\$34,436.47	\$177.35	\$35,469.56	\$182.67	\$36,533.65	\$2,067,993.82
45 Cabinets (Reserve Power - 225kW)	225	\$156.50	\$35,212.95	\$161.20	\$36,269.34	\$166.03	\$37,257.42	\$171.01	\$38,478.14	\$176.14	\$39,632.49	\$2,243,404.01
50 Cabinets (Reserve Power - 250kW)	250	\$150.71	\$37,676.41	\$155.23	\$38,806.70	\$159.88	\$39,978.90	\$164.68	\$41,170.83	\$169.62	\$42,485.13	\$2,400,349.97

Power Cost (estimated)	Estimated % of Licensed Primary kW	Estimated kW Load (based on Reserve Power 150 kW Years 1-5, 200 kW Years 6-10)	Average Hours Per Month	Estimated kWh/Month Usage	Enter Current PUC Cost per kWh	Enter PUE (Cooling Factor)	Monthly Power Cost (estimated)	Total Power Cost
Kilowatt Hour Power Usage (Billed as Actual Usage) estimated for Base Years 1 - 5	60%	90	730	65,700	\$0.0475	1.40	\$4,369.05	\$262,143.00
Kilowatt Hour Power Usage (Billed as Actual Usage) estimated for Optional Years 6 - 10	60%	120	730	87,600	\$0.0475	1.40	\$5,825.40	\$349,524.00

Remote Hands Services / Base Years 1 - 5	Quantity in Hours per year (estimated)	Hourly Rate (Year 1)	Total (Year 1)	Hourly Rate (Year 2)	Total (Year 2)	Hourly Rate (Year 3)	Total (Year 3)	Hourly Rate (Year 4)	Total (Year 4)	Hourly Rate (Year 5)	Total (Year 5)	Total Base Years (Year 5)
Remote Hands Service (per hour - billed in 15 minute increments)	120	\$75.00	\$9,000.00	\$75.00	\$9,000.00	\$75.00	\$9,000.00	\$75.00	\$9,000.00	\$75.00	\$9,000.00	\$45,000.00
Remote Hands Service (per hour - billed in 15 minute increments)	200	\$75.00	\$15,000.00	\$75.00	\$15,000.00	\$75.00	\$15,000.00	\$75.00	\$15,000.00	\$75.00	\$15,000.00	\$75,000.00
Remote Hands Service (per hour - billed in 15 minute increments)	300	\$75.00	\$22,500.00	\$75.00	\$22,500.00	\$75.00	\$22,500.00	\$75.00	\$22,500.00	\$75.00	\$22,500.00	\$112,500.00

Remote Hands Services / Optional Years 6 - 10	Quantity in Hours per year (estimated)	Hourly Rate (Year 6)	Total (Year 6)	Hourly Rate (Year 7)	Total (Year 7)	Hourly Rate (Year 8)	Total (Year 8)	Hourly Rate (Year 9)	Total (Year 9)	Hourly Rate (Year 10)	Total (Year 10)	Total Base Years (Option Years)
Remote Hands Service (per hour - billed in 15 minute increments)	120	\$75.00	\$9,000.00	\$75.00	\$9,000.00	\$75.00	\$9,000.00	\$75.00	\$9,000.00	\$75.00	\$9,000.00	\$45,000.00
Remote Hands Service (per hour - billed in 15 minute increments)	200	\$75.00	\$15,000.00	\$75.00	\$15,000.00	\$75.00	\$15,000.00	\$75.00	\$15,000.00	\$75.00	\$15,000.00	\$75,000.00
Remote Hands Service (per hour - billed in 15 minute increments)	300	\$75.00	\$22,500.00	\$75.00	\$22,500.00	\$75.00	\$22,500.00	\$75.00	\$22,500.00	\$75.00	\$22,500.00	\$112,500.00

Cross Connect Services / Base Years 1 - 5	Quantity (estimated)	One-time per Unit cost - if applicable Year 1	Monthly per Unit cost - if applicable Year 1	Total Year 1	One-time per Unit cost - if applicable Year 2	Monthly per Unit cost - if applicable Year 2	Total Year 2	One-time per Unit cost - if applicable Year 3	Monthly per Unit cost - if applicable Year 3	Total Year 3	One-time per Unit cost - if applicable Year 4	Monthly per Unit cost - if applicable Year 4	Total Year 4	One-time per Unit cost - if applicable Year 5	Monthly per Unit cost - if applicable Year 5	Total Year 5	Total Base Years (1-5)
Cross Connect Services (Fiber)	8	\$75.00	\$150.00	\$1,200.00	\$0.00	\$150.00	\$1,200.00	\$0.00	\$150.00	\$1,200.00	\$0.00	\$150.00	\$1,200.00	\$0.00	\$150.00	\$1,200.00	\$72,600.00
Cross Connect Services (CAT 6)	4	\$75.00	\$150.00	\$7,200.00	\$0.00	\$150.00	\$7,200.00	\$0.00	\$150.00	\$7,200.00	\$0.00	\$150.00	\$7,200.00	\$0.00	\$150.00	\$7,200.00	\$36,300.00
Cross Connect Services (POTS)	2	\$75.00	\$150.00	\$3,750.00	\$0.00	\$150.00	\$3,600.00	\$0.00	\$150.00	\$3,600.00	\$0.00	\$150.00	\$3,600.00	\$0.00	\$150.00	\$3,600.00	\$18,150.00
																	\$127,050.00

Cross Connect Services / Optional Years 6 - 10	Quantity (estimated)	One-time per Unit cost - if applicable Year 6	Monthly per Unit cost - if applicable Year 6	Total Year 6	One-time per Unit cost - if applicable Year 7	Monthly per Unit cost - if applicable Year 7	Total Year 7	One-time per Unit cost - if applicable Year 8	Monthly per Unit cost - if applicable Year 8	Total Year 8	One-time per Unit cost - if applicable Year 9	Monthly per Unit cost - if applicable Year 9	Total Year 9	One-time per Unit cost - if applicable Year 10	Monthly per Unit cost - if applicable Year 10	Total Year 10	Total Base Years (1-5)
Cross Connect Services (Fiber)	8	\$0.00	\$150.00	\$14,400.00	\$0.00	\$150.00	\$14,400.00	\$0.00	\$150.00	\$14,400.00	\$0.00	\$150.00	\$14,400.00	\$0.00	\$150.00	\$14,400.00	\$72,000.00
Cross Connect Services (CAT 6)	4	\$0.00	\$150.00	\$7,200.00	\$0.00	\$150.00	\$7,200.00	\$0.00	\$150.00	\$7,200.00	\$0.00	\$150.00	\$7,200.00	\$0.00	\$150.00	\$7,200.00	\$36,000.00
Cross Connect Services (POTS)	2	\$0.00	\$150.00	\$3,600.00	\$0.00	\$150.00	\$3,600.00	\$0.00	\$150.00	\$3,600.00	\$0.00	\$150.00	\$3,600.00	\$0.00	\$150.00	\$3,600.00	\$18,000.00
																	\$126,000.00

Offeror Contact Information	
OFFEROR NAME	CONTACT PERSON
DataBank Holdings Ltd.	Tyal Prince
OFFEROR ADDRESS	EMAIL ADDRESS
35 Summit Park Dr.	Tprince@databank.com
	PHONE NUMBER
	412-367-2473
	SAP VENDOR #
	544477
	FEDERAL TAX ID
	83-0409949

NOTES

An Offered Option is an item or service that is not identified by the RFP but may be included in the Offeror's proposal. Offered Options will be exercised at the sole discretion of the Commonwealth. Offerors are not obligated to include Offered Options in the proposal.

Value-Added Services (I-4. N. Value-Added Services)		
Service Type	One-time cost per Unit (if applicable)	Monthly per Unit cost (if applicable)
Example: Cold/Hot Aisle Containment		
Cold/Hot Aisle Containment	\$0.00	\$0.00
Biometric Access Reader	\$250.00	\$250.00
DataBank Portal Access	\$0.00	\$0.00
Parking on PIT2 Campus	\$0.00	\$0.00
Conference Room Access	\$0.00	\$0.00
* Managed Security: Managed Anti-Virus, File Integrity Monitoring, Managed Firewalls, Configuration Scanning, Two-Factor Authentication, Log Management, External/Internal Vulnerability Scanning	Depends on Requirements	Depends on Requirements
* Disaster Recovery as a Service (DRaaS), DataBank Cloud Connect Backup	Depends on Requirements	Depends on Requirements
* Managed IDS/IPS Security, Managed DDoS Mitigation	Depends on Requirements	Depends on Requirements
* Storage as a Service (STaaS)	Depends on Requirements	Depends on Requirements
* Enterprise Cloud	Depends on Requirements	Depends on Requirements
* Managed Enterprise Cloud / Compliant Cloud	Depends on Requirements	Depends on Requirements

* The use of these services will require additional CoPA OA Technical, Compliance, and Contract Review as well as an agreed to CCR prior to enablement.

CloudLink Cloud Connect - AWS - US East Northern VA	2G / 10G	\$0.00	\$1,839.27	\$22,071.21	\$0.00	\$1,857.66	\$22,291.92	\$0.00	\$1,876.24	\$22,514.84	\$0.00	\$1,895.00	\$22,739.99	\$0.00	\$1,913.95	\$22,967.39	\$112,585.36
CloudLink Cloud Connect - AWS - US East OH	2G / 10G	\$0.00	\$1,839.27	\$22,071.21	\$0.00	\$1,857.66	\$22,291.92	\$0.00	\$1,876.24	\$22,514.84	\$0.00	\$1,895.00	\$22,739.99	\$0.00	\$1,913.95	\$22,967.39	\$112,585.36
CloudLink Cloud Connect - AWS - US West OR	2G / 10G	\$0.00	\$1,839.27	\$22,071.21	\$0.00	\$1,857.66	\$22,291.92	\$0.00	\$1,876.24	\$22,514.84	\$0.00	\$1,895.00	\$22,739.99	\$0.00	\$1,913.95	\$22,967.39	\$112,585.36
CloudLink Cloud Connect - AWS - US West CA	2G / 10G	\$0.00	\$1,839.27	\$22,071.21	\$0.00	\$1,857.66	\$22,291.92	\$0.00	\$1,876.24	\$22,514.84	\$0.00	\$1,895.00	\$22,739.99	\$0.00	\$1,913.95	\$22,967.39	\$112,585.36
CloudLink Cloud Connect - AWS - GovCloud West	2G / 10G	\$0.00	\$1,839.27	\$22,071.21	\$0.00	\$1,857.66	\$22,291.92	\$0.00	\$1,876.24	\$22,514.84	\$0.00	\$1,895.00	\$22,739.99	\$0.00	\$1,913.95	\$22,967.39	\$112,585.36
CloudLink Cloud Connect - AWS - GovCloud East	2G / 10G	\$0.00	\$1,839.27	\$22,071.21	\$0.00	\$1,857.66	\$22,291.92	\$0.00	\$1,876.24	\$22,514.84	\$0.00	\$1,895.00	\$22,739.99	\$0.00	\$1,913.95	\$22,967.39	\$112,585.36
CloudLink Cloud Connect - AWS - US East Northern VA	5G / 10G	\$0.00	\$2,049.47	\$24,593.64	\$0.00	\$2,069.96	\$24,839.57	\$0.00	\$2,090.66	\$25,087.97	\$0.00	\$2,111.57	\$25,338.85	\$0.00	\$2,132.69	\$25,592.24	\$125,452.26
CloudLink Cloud Connect - AWS - US East OH	5G / 10G	\$0.00	\$2,049.47	\$24,593.64	\$0.00	\$2,069.96	\$24,839.57	\$0.00	\$2,090.66	\$25,087.97	\$0.00	\$2,111.57	\$25,338.85	\$0.00	\$2,132.69	\$25,592.24	\$125,452.26
CloudLink Cloud Connect - AWS - US West OR	5G / 10G	\$0.00	\$2,049.47	\$24,593.64	\$0.00	\$2,069.96	\$24,839.57	\$0.00	\$2,090.66	\$25,087.97	\$0.00	\$2,111.57	\$25,338.85	\$0.00	\$2,132.69	\$25,592.24	\$125,452.26
CloudLink Cloud Connect - AWS - US West CA	5G / 10G	\$0.00	\$2,049.47	\$24,593.64	\$0.00	\$2,069.96	\$24,839.57	\$0.00	\$2,090.66	\$25,087.97	\$0.00	\$2,111.57	\$25,338.85	\$0.00	\$2,132.69	\$25,592.24	\$125,452.26
CloudLink Cloud Connect - AWS - GovCloud West	5G / 10G	\$0.00	\$2,049.47	\$24,593.64	\$0.00	\$2,069.96	\$24,839.57	\$0.00	\$2,090.66	\$25,087.97	\$0.00	\$2,111.57	\$25,338.85	\$0.00	\$2,132.69	\$25,592.24	\$125,452.26
CloudLink Cloud Connect - AWS - GovCloud East	5G / 10G	\$0.00	\$2,049.47	\$24,593.64	\$0.00	\$2,069.96	\$24,839.57	\$0.00	\$2,090.66	\$25,087.97	\$0.00	\$2,111.57	\$25,338.85	\$0.00	\$2,132.69	\$25,592.24	\$125,452.26
CloudLink Cloud Connect - AWS - US East Northern VA	10G / 10G	\$0.00	\$2,364.77	\$28,377.27	\$0.00	\$2,388.42	\$28,661.04	\$0.00	\$2,412.30	\$28,947.65	\$0.00	\$2,436.43	\$29,237.13	\$0.00	\$2,460.79	\$29,529.50	\$144,752.60
CloudLink Cloud Connect - AWS - US East OH	10G / 10G	\$0.00	\$2,364.77	\$28,377.27	\$0.00	\$2,388.42	\$28,661.04	\$0.00	\$2,412.30	\$28,947.65	\$0.00	\$2,436.43	\$29,237.13	\$0.00	\$2,460.79	\$29,529.50	\$144,752.60
CloudLink Cloud Connect - AWS - US West OR	10G / 10G	\$0.00	\$2,364.77	\$28,377.27	\$0.00	\$2,388.42	\$28,661.04	\$0.00	\$2,412.30	\$28,947.65	\$0.00	\$2,436.43	\$29,237.13	\$0.00	\$2,460.79	\$29,529.50	\$144,752.60
CloudLink Cloud Connect - AWS - US West CA	10G / 10G	\$0.00	\$2,364.77	\$28,377.27	\$0.00	\$2,388.42	\$28,661.04	\$0.00	\$2,412.30	\$28,947.65	\$0.00	\$2,436.43	\$29,237.13	\$0.00	\$2,460.79	\$29,529.50	\$144,752.60
CloudLink Cloud Connect - AWS - GovCloud West	10G / 10G	\$0.00	\$2,364.77	\$28,377.27	\$0.00	\$2,388.42	\$28,661.04	\$0.00	\$2,412.30	\$28,947.65	\$0.00	\$2,436.43	\$29,237.13	\$0.00	\$2,460.79	\$29,529.50	\$144,752.60
CloudLink Cloud Connect - AWS - GovCloud East	10G / 10G	\$0.00	\$2,364.77	\$28,377.27	\$0.00	\$2,388.42	\$28,661.04	\$0.00	\$2,412.30	\$28,947.65	\$0.00	\$2,436.43	\$29,237.13	\$0.00	\$2,460.79	\$29,529.50	\$144,752.60

Power Distribution Units (PDU) Purchase	Brand	Type	Model	Position	Phase	Input	One-time cost	Monthly per Unit cost
208 VAC 20 Amp Circuit (Single-Phase)	APC	ATS	AP4434	Horizontal	Single	C20	\$ 1,100.00	\$ -
208 VAC 20 Amp Circuit (Single-Phase)	APC	Metered PDU	AP8459NA3	Vertical	Single	L6-20P	\$ 1,100.00	\$ -
208 VAC 20 Amp Circuit (Single-Phase)	APC	Metered PDU	AP8858NA3	Vertical	Single	L6-20P	\$ 469.00	\$ -
208 VAC 30 Amp Circuit (Single-Phase)	APC	Metered PDU	AP8841	Vertical	Single	L6-30	\$ 629.00	\$ -
208 VAC 30 Amp Circuit (Single-Phase)	APC	Metered PDU	AP8441	Vertical	Single	L6-30P	\$ 1,275.00	\$ -
208 VAC 30 Amp Circuit (Single-Phase)	APC	Switched PDU	AP8941	Vertical	Single	L6-30P	\$ 1,050.00	\$ -
208 VAC 30 Amp Circuit (Single-Phase)	APC	ATS	AP4432	Horizontal	Single	L6-30P	\$ 1,375.00	\$ -
EMI105-06 G3 Metered Input	Eaton						\$ 1,392.00	\$ -

Note:

Leased Power Distribution Units (PDU) - 5 Year Lease Term	Brand	Type	Model	Position	Phase	Input	One-time cost	Monthly per Unit cost - 5 Year
208 VAC 20 Amp Circuit (Single-Phase) LEASED	APC	Metered PDU	AP8459NA3	Vertical	Single	L6-20P	\$ -	\$ 115.00
208 VAC 20 Amp Circuit (Single-Phase) LEASED	APC	Metered PDU	AP8858NA3	Vertical	Single	L6-20P	\$ -	\$ 50.00
208 VAC 30 Amp Circuit (Single-Phase) LEASED	APC	Metered PDU	AP8841	Vertical	Single	L6-30	\$ -	\$ 45.00
208 VAC 30 Amp Circuit (Single-Phase) LEASED	APC	Metered PDU	AP8441	Vertical	Single	L6-30P	\$ -	\$ 60.00
208 VAC 30 Amp Circuit (Single-Phase) LEASED	APC	Switched PDU	AP8941	Vertical	Single	L6-30P	\$ -	\$ 70.00
EMI105-06 G3 Metered Input	Eaton						\$ -	\$ 50.00

Note: All 5 year terms.

Leased Power Distribution Units (PDU) - 1 Year Lease Term	Brand	Type	Model	Position	Phase	Input	One-time cost	Monthly per Unit cost - 1 Year
208 VAC 20 Amp Circuit (Single-Phase) LEASED	APC	Metered PDU	AP8459NA3	Vertical	Single	L6-20P	\$ -	\$ 230.00
208 VAC 20 Amp Circuit (Single-Phase) LEASED	APC	Metered PDU	AP8858NA3	Vertical	Single	L6-20P	\$ -	\$ 100.00
208 VAC 30 Amp Circuit (Single-Phase) LEASED	APC	Metered PDU	AP8841	Vertical	Single	L6-30	\$ -	\$ 90.00
208 VAC 30 Amp Circuit (Single-Phase) LEASED	APC	Metered PDU	AP8441	Vertical	Single	L6-30P	\$ -	\$ 120.00
208 VAC 30 Amp Circuit (Single-Phase) LEASED	APC	Switched PDU	AP8941	Vertical	Single	L6-30P	\$ -	\$ 140.00
EMI105-06 G3 Metered Input	Eaton						\$ -	\$ 150.00

Note: All 1 year terms.

Cabinet Purchase Options (1-4. L. Offeror Supplied Cabinets)			
Cabinet Type	Quantity	Non-recurring (one-time) cost	Total (one-time)
Wright Line Cabinet part # JW963040; 96" H x 30" W x 40" D; welded Paramount Steel frame; Black	1	\$1,956.20	\$1,956.20
AR3357W Cabinets NetShelter SX 48U 750mm Wide x 1200mm; Black	1	\$2,420.00	\$2,420.00

Note:

Cabinet Lease Options (1-4. L. Offeror Supplied Cabinets) - 5 Year Lease Term

Cabinet Type	Quantity	Monthly per Unit cost (Term needs added)	Total 1 Year
Wright Line Cabinet part # JW963040; 96" H x 30" W x 40" D; welded Paramount Steel frame; Black	1	\$50.00	\$600.00
AR3357W Cabinets NetShelter SX 48U 750mm Wide x 1200mm; Black	1	\$55.00	\$660.00
Note: All 5 year terms.			

Cabinet Lease Options (I-4, L Offeror Supplied Cabinets) - 1 Year Lease Term			
Cabinet Type	Quantity	Monthly per Unit cost (Term needs added)	Total 1 Year
Wright Line Cabinet part # JW963040; 96" H x 30" W x 40" D; welded Paramount Steel frame; Black	1	\$200.00	\$2,400.00
AR3357W Cabinets NetShelter SX 48U 750mm Wide x 1200mm; Black	1	\$250.00	\$3,000.00
Note: All 1 Year Terms			

Final Negotiated Cost Submittal Cost Submittal Summary - RFP 6100050958

Offeror Contact Information	
OFFEROR NAME	CONTACT PERSON
DataBank Holdings Ltd.	Tyal Prince
OFFEROR ADDRESS	EMAIL ADDRESS
35 Summit Park Dr.	Tprince@databank.com
	PHONE NUMBER
	412-367-2473
	SAP VENDOR #
	544477
	FEDERAL TAX ID
	83-0409949

NOTES

Base Term calculations include installation and power capacity for 30 Cabinets (150 kW Reserve Power), 200 hours of Remote Hands Service, and estimates for Power (Circuits and Usage) and Cross Connect Services contained in the *Base Cost* worksheet.

Optional Years calculations include installation of 10 additional cabinets, power capacity for 40 Cabinets (200 kW Reserve Power), 200 hours of Remote Hands Service, and estimates for Power (Circuits and Usage) and Cross Connect Services contained in the *Base Cost* worksheet.

Estimated Quantities are for evaluation purposes only and do not guarantee payment.

Base Term (Years 1-5)	
One Time Costs	
Cage Buildout Services	\$ 25,446.82
Floor Capacity Upgrade Services	\$ 3,000.00
Power Circuit Provisioning	\$ 30,275.00
Cabinet - Installation Only	\$ 3,000.00
Monthly Costs	
Cost per Tier - 30 Cabinets (Reserve Power - 150kW)	\$ 1,433,466.67
Power Cost (estimated)	\$ 262,143.00
Cross Connects (estimated)	\$ 127,050.00
Remote Hands Service (200 hours/year)	\$ 75,000.00
TOTAL BASE TERM COSTS	\$ 1,959,381.49

Optional Years (Years 6-10)	
One Time Costs	
Cabinet - Installation Only	\$ 1,000.00
Monthly Costs	
Cost per Tier - 40 Cabinets (Reserve Power - 200 kW)	\$ 2,067,993.82
Power Cost (estimated)	\$ 349,524.00
Cross Connects (estimated)	\$ 126,000.00
Remote Hands Service (200 hours/year)	\$ 75,000.00
TOTAL OPTION TERM COSTS	\$ 2,619,517.82

Total Cost Summary	
Base Term (5 years)	\$ 1,959,381.49
Optional Renewal Term (5 years)	\$ 2,619,517.82
Total Cost (10 years)	\$ 4,578,899.31

CCR Additions

Product Code	Long Description	Type (MRC/NRC)	Cost \$	Service Interval (Business Days)	CCR #	Effective Date
DB-CC-EXT	Miscellaneous Cross Connect Extension Cost – Requires attachment to the order with product itemization from Supplier.	NRC	\$1.00	21 days	DB_CCR_001	10.06.2021
DB-CC-ACM	Fiber Cross Connect - Required for cross connects that occur at the Pittsburgh Allegheny Center Mall (ACM) location.	NRC	\$ 75.00	21 days	DB_CCR_002	11.12.2021
DB-CC-ACM	Fiber Cross Connect - Required for cross connects that occur at the Pittsburgh Allegheny Center Mall (ACM) location.	MRC	\$ 200.00	n/a	DB_CCR_002	11.12.2021
DB-Portal-MFA	The service will allow Commonwealth users of DataBank’s Portal to authenticate using multi-factor authentication.	MRC	\$5.00	n/a	DB_CCR_003	02.22.2022

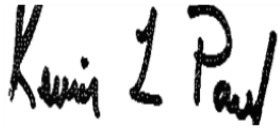
Contract Change Request Form

Change Request Number and Name:	DB_CCR_002 – ACM - Cross Connect - Product Addition	Related CR/Contract, PCR, Contract Section #:	4400024655			
Date Created:	11/03/2021	Date Submitted to COPA:	11/10/2021			
Description (Brief):	The purpose of this change request is to add an additional fiber Cross Connect product to the DataBank service catalog to be used when fiber cross connects are required at the Pittsburgh Allegheny Center Mall (ACM) location. The fiber cross connect will be single mode fiber.					
Priority:	<input checked="" type="checkbox"/> URGENT		<input type="checkbox"/> ORDINARY		<input type="checkbox"/> LOW	
Status: (Please Check)	Approved <input type="checkbox"/>	Pending <input type="checkbox"/>	Rejected <input type="checkbox"/>	Cancelled <input type="checkbox"/>	Completed <input type="checkbox"/>	On Hold <input type="checkbox"/>
Category: (Please Check)	Data Ops <input type="checkbox"/>	Voice Ops <input type="checkbox"/>	Security <input type="checkbox"/>	ITSM <input type="checkbox"/>	Support <input type="checkbox"/>	Wireless <input type="checkbox"/>
REQUESTOR INFORMATION						
Requestor:	Jake Zupancic					
Requestor Email:	JZupancic@databank.com					
Requestor Phone Number:	(317) 979-5112					
Date Change Requested:	11/3/2021					
COPA CONTACT INFORMATION						
COPA Contact:	Tom Schwartz					
COPA Email:	thschwartz@pa.gov					
COPA Phone Number:	717-214-4188					
Date Submitted:	11/3/2021					
Target Date:	11/8/2021					
SERVICES AFFECTED						
Service Name:	See Below					
Product Code:	Code:	<input checked="" type="checkbox"/> New Service		<input type="checkbox"/> Change Existing Service		
FOR EACH PRODUCT CODE						
Unit Price:	Fixed NRC and MRC					
Amt of Increase/Decrease:						
<input type="checkbox"/> Increase * – (Reference Cost Impact Study)	<input type="checkbox"/> Decrease * - (Reference Cost Impact Study)	<input type="checkbox"/> Revised	<input type="checkbox"/> New Catalog Entry – Add new codes to Product Cat.	<input type="checkbox"/> No Unit Price Change		
COST IMPACT						
Cost Impact – (None, brief description or attached doc):	Product Code	Long Description	Type	Unit Price	Interval	
	DB-CC-ACM	Fiber Cross Connect (Single Mode Fiber) used for ACM facility – one time charge	NRC	\$ 75.00	21 days	
	DB-CC-ACM	Fiber Cross Connect (Single Mode Fiber) used for ACM facility – monthly charge	MRC	\$ 200.00	n/a	
Technology: (check all that apply):	<input type="checkbox"/> New		<input type="checkbox"/> Revised		<input type="checkbox"/> Hardware	<input type="checkbox"/> Software
SAP Account Information, if applicable:	SAP Fund:		SAP Cost Center:			
Performance Impact:	The service will allow the fiber cross connections at the Pittsburgh Allegheny Center Mall (ACM) location.					
Business Justification:	The service will provide the Commonwealth additional connection capabilities within the Allegheny Center Mall (ACM) location.					
(*) NOTE: All statements that affect billing must be immediately forwarded to the Comptroller upon acceptance						

OA/OIT – Contract Compliance – Contract Change Control Procedures

DB_CCR_002 – ACM - Cross Connect - Product Addition


Commonwealth of PA



Kevin Paul, Director
Bureau of Service Value Management

Date: 11/12/2021

Supplier Signing Authority



Daniel Yamagishi, General Counsel
DataBank

Date: 11/12/2021

Final Negotiated Cost Submittal

REQUEST FOR PROPOSALS FOR

Data Center Services

RFP 6100050958

Change Request Log

DB_CCR_001 - Effective
10.06.2021

DB_CCR_002 - Effective
11.12.2021

INSTRUCTIONS
GENERAL INSTRUCTIONS FOR COMPLETING THIS WORKBOOK (Tab 1)
The Cost Submittal worksheets contained in this workbook shall constitute the Cost Submittal. Travel and related expenses shall be reimbursed in accordance with <i>Management Directive 230.10 Amended, Commonwealth Travel Policy and Manual 230.1, Commonwealth Travel Procedures Manual</i> .
OFFEROR INFORMATION (Tab 2)
<ol style="list-style-type: none"> 1. Select the Offeror Information tab at the bottom of this page. 2. Complete the highlighted cells in the top portion of the form (all contact information). 3. Offeror Information will appear on all worksheets.
COST SUBMITTAL COMPONENTS (Tab 3 through Tab 5)
<ol style="list-style-type: none"> 1. Please review every tab in this cost submittal. 2. Cells that are highlighted in yellow must be filled in with a number in order to provide the service requested. 3. The Offeror must be able to provide a price in each cell. If the price is left blank, a zero dollar amount will be calculated. <p>**Formulas are embedded within the worksheets, do not attempt to unlock cells. The estimates provided within this appendix are not a guarantee of service to be performed and/or payment under the contract resulting from this RFP.</p>
COST SUBMITTAL SUMMARY (Tab 6)
<ol style="list-style-type: none"> 1. This tab requires no entry of cost data. All data entered on the Cost Submittal worksheets will automatically populate the Cost Submittal Summary tab. 2. The Commonwealth will consider the costs for the Base Term of the Contract (5 years) in the evaluation of Cost. 3. Invited Options and Offered Options will not be evaluated in <i>6. Summary</i>.
Note:
<p>Do not include any pricing data in any portion of the Technical Submittal. Pricing data is defined as any information related to, directly or indirectly, the Offeror's proposed charges for services and deliverables. Pricing data consists of, but is not limited to, costs, fees, prices, rates, bonuses, discounts, rebates, or the identification of free services, labor or materials.</p> <p>The cost submittal must be submitted as presented by the Commonwealth and must not be altered in any way. Do not include any reiteration of the technical proposal in the cost submittal.</p>

Offeror Information - RFP 6100050958

Offeror Contact Information	
OFFEROR NAME	CONTACT PERSON
DataBank Holdings Ltd.	Tyal Prince
OFFEROR ADDRESS	EMAIL ADDRESS
35 Summit Park Dr. Pittsburgh, PA 15275	Tprince@datbank.com
	PHONE NUMBER
	412-367-2473
	SAP VENDOR NUMBER (IF AVAILABLE)
	544477
	FEDERAL TAX ID
	83-0409949

Offeror Contact Information	
OFFEROR NAME	CONTACT PERSON
15000000000000000000	15000000000000000000
OFFEROR ADDRESS	EMAIL ADDRESS
15000000000000000000	15000000000000000000
PHONE NUMBER	
15000000000000000000	
SAP VENDOR #	
15000000000000000000	
FEDERAL TAX ID	
15000000000000000000	

NOTES
 Estimated quantities are for evaluation purposes only and do not guarantee payment.
 Offerors whose floor space does not require an upgrade to meet the 2400 pound static load requirement for 50% of space may place a zero in cell C23.

ONE TIME COSTS			
Cage Buildout Services (I-5.A)	Quantity	Deliverable Cost	Total Cost
Custom Secure Cage Set-Up, supports up to 50 Cabinets	1	\$25,446.82	\$25,446.82

Floor Capacity Upgrade, as required (I-4G.6)	Quantity	Non-recurring (one-time) cost	Total (one-time)
50% of proposed floor space upgraded to 2,800 pound rating	1	\$3,000.00	\$3,000.00

Power Circuit Provisioning (I-4G.7)	Quantity	One-time cost	Total Cost
208 VAC 20 Amp Circuit (Single-Phase), terminated to a single receptacle	2	\$400.00	\$800.00
208 VAC 30 Amp Circuit (Single-Phase), terminated to a single receptacle	5	\$475.00	\$2,375.00
208 VAC 60 Amp Circuit (Single-Phase), terminated to a single receptacle	22	\$700.00	\$15,400.00
208 VAC 30 Amp Circuit (Three-Phase), terminated to a single receptacle	1	\$900.00	\$900.00
208 VAC 50 Amp Circuit (Three-Phase), terminated to a single receptacle	6	\$1,000.00	\$6,000.00
208 VAC 60 Amp Circuit (Three-Phase), terminated to a single receptacle	4	\$1,000.00	\$4,000.00
110 VAC Circuit, terminated to a single receptacle	2	\$400.00	\$800.00
Total Power Circuit Cost - One time cost Year 1			\$30,275.00

Other Services - Installation of CoPA-provided cabinets (I-4G.5)	Quantity (estimated)	Non-recurring (one-time) cost	Total (One Time)
Cabinet Installation and Grounding Services (years 1-5)	30	\$100.00	\$3,000.00
Cabinet Installation and Grounding Services (years 6-10)	10	\$100.00	\$1,000.00

MONTHLY COSTS (I-4 M., J., & K.)												
Cost per Tier / Base Years 1-5	Reserve Power (kW)	Price per kW (Year 1)	Total (Monthly)	Price per kW (Year 2)	Total (Monthly - Year 2)	Price per kW (Year 3)	Total (Monthly - Year 3)	Price per kW (Year 4)	Total (Monthly - Year 4)	Price per kW (Year 5)	Total (Monthly - Year 5)	Total Base Years 1-5
24 Cabinets (Reserve Power - 120kW)	120	\$155.00	\$18,600.00	\$159.65	\$19,158.00	\$164.44	\$19,732.74	\$169.37	\$20,324.72	\$174.45	\$20,934.46	\$1184,999.11
30 Cabinets (Reserve Power - 150kW)	150	\$150.00	\$22,500.00	\$154.50	\$23,175.00	\$159.14	\$23,876.25	\$163.91	\$24,586.36	\$168.83	\$25,323.95	\$1,433,466.67
33 Cabinets (Reserve Power - 175kW)	175	\$145.00	\$25,375.00	\$149.35	\$26,136.25	\$153.83	\$26,928.34	\$158.45	\$27,727.95	\$163.20	\$28,559.79	\$1,616,631.85
40 Cabinets (Reserve Power - 200kW)	200	\$140.00	\$28,000.00	\$144.20	\$28,840.00	\$148.53	\$29,705.20	\$152.98	\$30,596.36	\$157.57	\$31,514.25	\$1,783,869.63
45 Cabinets (Reserve Power - 225kW)	225	\$135.00	\$30,375.00	\$139.05	\$31,286.25	\$143.22	\$32,224.84	\$147.52	\$33,191.58	\$151.94	\$34,187.33	\$1,935,180.00
50 Cabinets (Reserve Power - 250kW)	250	\$130.00	\$32,500.00	\$133.90	\$33,475.00	\$137.92	\$34,479.25	\$142.05	\$35,513.63	\$146.32	\$36,579.04	\$2,078,562.97

Cost per Tier / Optional Years 6-10	Reserve Power (kW)	Price per kW (Year 6)	Total (Monthly - Year 6)	Price per kW (Year 7)	Total (Monthly - Year 7)	Price per kW (Year 8)	Total (Monthly - Year 8)	Price per kW (Year 9)	Total (Monthly - Year 9)	Price per kW (Year 10)	Total (Monthly - Year 10)	Total Option Years 6-10 (5 Years)
24 Cabinets (Reserve Power - 120kW)	120	\$179.69	\$21,562.50	\$185.08	\$22,209.37	\$190.63	\$22,875.65	\$196.35	\$23,561.92	\$202.24	\$24,268.78	\$1,373,738.75
30 Cabinets (Reserve Power - 150kW)	150	\$173.89	\$26,083.67	\$179.11	\$26,866.18	\$184.48	\$27,672.16	\$189.02	\$28,502.33	\$193.72	\$29,357.40	\$1,661,780.75
33 Cabinets (Reserve Power - 175kW)	175	\$168.09	\$29,416.58	\$173.14	\$30,299.08	\$178.33	\$31,208.05	\$183.68	\$32,144.29	\$189.19	\$33,108.62	\$1,874,119.40
40 Cabinets (Reserve Power - 200kW)	200	\$162.30	\$32,459.67	\$167.17	\$33,433.46	\$172.18	\$34,436.47	\$177.35	\$35,469.56	\$182.67	\$36,533.65	\$2,067,993.82
45 Cabinets (Reserve Power - 225kW)	225	\$156.50	\$35,212.95	\$161.20	\$36,269.34	\$166.03	\$37,257.42	\$171.01	\$38,478.14	\$176.14	\$39,632.49	\$2,243,404.01
50 Cabinets (Reserve Power - 250kW)	250	\$150.71	\$37,676.41	\$155.23	\$38,806.70	\$159.88	\$39,978.90	\$164.68	\$41,170.83	\$169.62	\$42,485.13	\$2,400,349.97

Power Cost (estimated)	Estimated % of Licensed Primary kW	Estimated kW Load (based on Reserve Power 150 kW Years 1-5, 200 kW Years 6-10)	Average Hours per Month	Estimated kWh/Month Usage	Enter Current PUC Cost per kWh	Enter PUE (Cooling Factor)	Monthly Power Cost (estimated)	Total Power Cost
Kilowatt Hour Power Usage (Billed as Actual Usage) estimated for Base Years 1 - 5	60%	90	730	65,700	\$0.0475	1.40	\$4,369.05	\$262,143.00
Kilowatt Hour Power Usage (Billed as Actual Usage) estimated for Optional Years 6 - 10	60%	120	730	87,600	\$0.0475	1.40	\$5,825.40	\$349,524.00

Remote Hands Services / Base Years 1 - 5	Quantity in Hours per year (estimated)	Hourly Rate (Year 1)	Total (Year 1)	Hourly Rate (Year 2)	Total (Year 2)	Hourly Rate (Year 3)	Total (Year 3)	Hourly Rate (Year 4)	Total (Year 4)	Hourly Rate (Year 5)	Total (Year 5)	Total Base Years (Year 5)
Remote Hands Service (per hour - billed in 15 minute increments)	120	\$75.00	\$9,000.00	\$75.00	\$9,000.00	\$75.00	\$9,000.00	\$75.00	\$9,000.00	\$75.00	\$9,000.00	\$45,000.00
Remote Hands Service (per hour - billed in 15 minute increments)	200	\$75.00	\$15,000.00	\$75.00	\$15,000.00	\$75.00	\$15,000.00	\$75.00	\$15,000.00	\$75.00	\$15,000.00	\$75,000.00
Remote Hands Service (per hour - billed in 15 minute increments)	300	\$75.00	\$22,500.00	\$75.00	\$22,500.00	\$75.00	\$22,500.00	\$75.00	\$22,500.00	\$75.00	\$22,500.00	\$112,500.00
Remote Hands Services / Optional Years 6 - 10	Quantity in Hours per year (estimated)	Hourly Rate (Year 6)	Total (Year 6)	Hourly Rate (Year 7)	Total (Year 7)	Hourly Rate (Year 8)	Total (Year 8)	Hourly Rate (Year 9)	Total (Year 9)	Hourly Rate (Year 10)	Total (Year 10)	Total Base Years (Option Years)
Remote Hands Service (per hour - billed in 15 minute increments)	120	\$75.00	\$9,000.00	\$75.00	\$9,000.00	\$75.00	\$9,000.00	\$75.00	\$9,000.00	\$75.00	\$9,000.00	\$45,000.00
Remote Hands Service (per hour - billed in 15 minute increments)	200	\$75.00	\$15,000.00	\$75.00	\$15,000.00	\$75.00	\$15,000.00	\$75.00	\$15,000.00	\$75.00	\$15,000.00	\$75,000.00
Remote Hands Service (per hour - billed in 15 minute increments)	300	\$75.00	\$22,500.00	\$75.00	\$22,500.00	\$75.00	\$22,500.00	\$75.00	\$22,500.00	\$75.00	\$22,500.00	\$112,500.00

Cross Connect Services / Base Years 1 - 5	Quantity (estimated)	One-time per Unit cost - if applicable Year 1	Monthly per Unit cost - if applicable Year 1	Total Year 1	One-time per Unit cost - if applicable Year 2	Monthly per Unit cost - if applicable Year 2	Total Year 2	One-time per Unit cost - if applicable Year 3	Monthly per Unit cost - if applicable Year 3	Total Year 3	One-time per Unit cost - if applicable Year 4	Monthly per Unit cost - if applicable Year 4	Total Year 4	One-time per Unit cost - if applicable Year 5	Monthly per Unit cost - if applicable Year 5	Total Year 5	Total Base Years (1-5)
Cross Connect Services (Fiber)	8	\$75.00	\$150.00	\$1,200.00	\$0.00	\$150.00	\$1,200.00	\$0.00	\$150.00	\$1,200.00	\$0.00	\$150.00	\$1,200.00	\$0.00	\$150.00	\$1,200.00	\$72,600.00
Cross Connect Services (CAT 6)	4	\$75.00	\$150.00	\$7,200.00	\$0.00	\$150.00	\$7,200.00	\$0.00	\$150.00	\$7,200.00	\$0.00	\$150.00	\$7,200.00	\$0.00	\$150.00	\$7,200.00	\$36,300.00
Cross Connect Services (POTS)	2	\$75.00	\$150.00	\$3,750.00	\$0.00	\$150.00	\$3,600.00	\$0.00	\$150.00	\$3,600.00	\$0.00	\$150.00	\$3,600.00	\$0.00	\$150.00	\$3,600.00	\$18,150.00
																	\$127,050.00

Cross Connect Services / Optional Years 6 - 10	Quantity (estimated)	One-time per Unit cost - if applicable Year 6	Monthly per Unit cost - if applicable Year 6	Total Year 6	One-time per Unit cost - if applicable Year 7	Monthly per Unit cost - if applicable Year 7	Total Year 7	One-time per Unit cost - if applicable Year 8	Monthly per Unit cost - if applicable Year 8	Total Year 8	One-time per Unit cost - if applicable Year 9	Monthly per Unit cost - if applicable Year 9	Total Year 9	One-time per Unit cost - if applicable Year 10	Monthly per Unit cost - if applicable Year 10	Total Year 10	Total Base Years (1-5)
Cross Connect Services (Fiber)	8	\$0.00	\$150.00	\$1,200.00	\$0.00	\$150.00	\$1,200.00	\$0.00	\$150.00	\$1,200.00	\$0.00	\$150.00	\$1,200.00	\$0.00	\$150.00	\$1,200.00	\$72,000.00
Cross Connect Services (CAT 6)	4	\$0.00	\$150.00	\$7,200.00	\$0.00	\$150.00	\$7,200.00	\$0.00	\$150.00	\$7,200.00	\$0.00	\$150.00	\$7,200.00	\$0.00	\$150.00	\$7,200.00	\$36,000.00
Cross Connect Services (POTS)	2	\$0.00	\$150.00	\$3,600.00	\$0.00	\$150.00	\$3,600.00	\$0.00	\$150.00	\$3,600.00	\$0.00	\$150.00	\$3,600.00	\$0.00	\$150.00	\$3,600.00	\$18,000.00
																	\$126,000.00

Offeror Contact Information	
OFFEROR NAME	CONTACT PERSON
DataBank Holdings Ltd.	Tyal Prince
OFFEROR ADDRESS	EMAIL ADDRESS
35 Summit Park Dr.	Tprince@databank.com
	PHONE NUMBER
	412-367-2473
	SAP VENDOR #
	544477
	FEDERAL TAX ID
	83-0409949

NOTES

An Offered Option is an item or service that is not identified by the RFP but may be included in the Offeror's proposal. Offered Options will be exercised at the sole discretion of the Commonwealth. Offerors are not obligated to included Offered Options in the proposal.

Value-Added Services (I-4. N. Value-Added Services)		
Service Type	One-time cost per Unit (if applicable)	Monthly per Unit cost (if applicable)
Example: Cold/Hot Aisle Containment		
Cold/Hot Aisle Containment	\$0.00	\$0.00
Biometric Access Reader	\$250.00	\$250.00
DataBank Portal Access	\$0.00	\$0.00
Parking on PIT2 Campus	\$0.00	\$0.00
Conference Room Access	\$0.00	\$0.00
* Managed Security: Managed Anti-Virus, File Integrity Monitoring, Managed Firewalls, Configuration Scanning, Two-Factor Authentication, Log Management, External/Internal Vulnerability Scanning	Depends on Requirements	Depends on Requirements
* Disaster Recovery as a Service (DRaaS), DataBank Cloud Connect Backup	Depends on Requirements	Depends on Requirements
* Managed IDS/IPS Security, Managed DDoS Mitigation	Depends on Requirements	Depends on Requirements
* Storage as a Service (STaaS)	Depends on Requirements	Depends on Requirements
* Enterprise Cloud	Depends on Requirements	Depends on Requirements
* Managed Enterprise Cloud / Compliant Cloud	Depends on Requirements	Depends on Requirements

* The use of these services will require additional CoPA OA Technical, Compliance, and Contract Review as well as an agreed to CCR prior to enablement.

CloudLink Cloud Connect - AWS - US East Northern VA	2G / 10G	\$0.00	\$1,839.27	\$22,071.21	\$0.00	\$1,857.66	\$22,291.92	\$0.00	\$1,876.24	\$22,514.84	\$0.00	\$1,895.00	\$22,739.99	\$0.00	\$1,913.95	\$22,967.39	\$112,585.36
CloudLink Cloud Connect - AWS - US East OH	2G / 10G	\$0.00	\$1,839.27	\$22,071.21	\$0.00	\$1,857.66	\$22,291.92	\$0.00	\$1,876.24	\$22,514.84	\$0.00	\$1,895.00	\$22,739.99	\$0.00	\$1,913.95	\$22,967.39	\$112,585.36
CloudLink Cloud Connect - AWS - US West OR	2G / 10G	\$0.00	\$1,839.27	\$22,071.21	\$0.00	\$1,857.66	\$22,291.92	\$0.00	\$1,876.24	\$22,514.84	\$0.00	\$1,895.00	\$22,739.99	\$0.00	\$1,913.95	\$22,967.39	\$112,585.36
CloudLink Cloud Connect - AWS - US West CA	2G / 10G	\$0.00	\$1,839.27	\$22,071.21	\$0.00	\$1,857.66	\$22,291.92	\$0.00	\$1,876.24	\$22,514.84	\$0.00	\$1,895.00	\$22,739.99	\$0.00	\$1,913.95	\$22,967.39	\$112,585.36
CloudLink Cloud Connect - AWS - GovCloud West	2G / 10G	\$0.00	\$1,839.27	\$22,071.21	\$0.00	\$1,857.66	\$22,291.92	\$0.00	\$1,876.24	\$22,514.84	\$0.00	\$1,895.00	\$22,739.99	\$0.00	\$1,913.95	\$22,967.39	\$112,585.36
CloudLink Cloud Connect - AWS - GovCloud East	2G / 10G	\$0.00	\$1,839.27	\$22,071.21	\$0.00	\$1,857.66	\$22,291.92	\$0.00	\$1,876.24	\$22,514.84	\$0.00	\$1,895.00	\$22,739.99	\$0.00	\$1,913.95	\$22,967.39	\$112,585.36
CloudLink Cloud Connect - AWS - US East Northern VA	5G / 10G	\$0.00	\$2,049.47	\$24,593.64	\$0.00	\$2,069.96	\$24,839.57	\$0.00	\$2,090.66	\$25,087.97	\$0.00	\$2,111.57	\$25,338.85	\$0.00	\$2,132.69	\$25,592.24	\$125,452.26
CloudLink Cloud Connect - AWS - US East OH	5G / 10G	\$0.00	\$2,049.47	\$24,593.64	\$0.00	\$2,069.96	\$24,839.57	\$0.00	\$2,090.66	\$25,087.97	\$0.00	\$2,111.57	\$25,338.85	\$0.00	\$2,132.69	\$25,592.24	\$125,452.26
CloudLink Cloud Connect - AWS - US West OR	5G / 10G	\$0.00	\$2,049.47	\$24,593.64	\$0.00	\$2,069.96	\$24,839.57	\$0.00	\$2,090.66	\$25,087.97	\$0.00	\$2,111.57	\$25,338.85	\$0.00	\$2,132.69	\$25,592.24	\$125,452.26
CloudLink Cloud Connect - AWS - US West CA	5G / 10G	\$0.00	\$2,049.47	\$24,593.64	\$0.00	\$2,069.96	\$24,839.57	\$0.00	\$2,090.66	\$25,087.97	\$0.00	\$2,111.57	\$25,338.85	\$0.00	\$2,132.69	\$25,592.24	\$125,452.26
CloudLink Cloud Connect - AWS - GovCloud West	5G / 10G	\$0.00	\$2,049.47	\$24,593.64	\$0.00	\$2,069.96	\$24,839.57	\$0.00	\$2,090.66	\$25,087.97	\$0.00	\$2,111.57	\$25,338.85	\$0.00	\$2,132.69	\$25,592.24	\$125,452.26
CloudLink Cloud Connect - AWS - GovCloud East	5G / 10G	\$0.00	\$2,049.47	\$24,593.64	\$0.00	\$2,069.96	\$24,839.57	\$0.00	\$2,090.66	\$25,087.97	\$0.00	\$2,111.57	\$25,338.85	\$0.00	\$2,132.69	\$25,592.24	\$125,452.26
CloudLink Cloud Connect - AWS - US East Northern VA	10G / 10G	\$0.00	\$2,364.77	\$28,377.27	\$0.00	\$2,388.42	\$28,661.04	\$0.00	\$2,412.30	\$28,947.65	\$0.00	\$2,436.43	\$29,237.13	\$0.00	\$2,460.79	\$29,529.50	\$144,752.60
CloudLink Cloud Connect - AWS - US East OH	10G / 10G	\$0.00	\$2,364.77	\$28,377.27	\$0.00	\$2,388.42	\$28,661.04	\$0.00	\$2,412.30	\$28,947.65	\$0.00	\$2,436.43	\$29,237.13	\$0.00	\$2,460.79	\$29,529.50	\$144,752.60
CloudLink Cloud Connect - AWS - US West OR	10G / 10G	\$0.00	\$2,364.77	\$28,377.27	\$0.00	\$2,388.42	\$28,661.04	\$0.00	\$2,412.30	\$28,947.65	\$0.00	\$2,436.43	\$29,237.13	\$0.00	\$2,460.79	\$29,529.50	\$144,752.60
CloudLink Cloud Connect - AWS - US West CA	10G / 10G	\$0.00	\$2,364.77	\$28,377.27	\$0.00	\$2,388.42	\$28,661.04	\$0.00	\$2,412.30	\$28,947.65	\$0.00	\$2,436.43	\$29,237.13	\$0.00	\$2,460.79	\$29,529.50	\$144,752.60
CloudLink Cloud Connect - AWS - GovCloud West	10G / 10G	\$0.00	\$2,364.77	\$28,377.27	\$0.00	\$2,388.42	\$28,661.04	\$0.00	\$2,412.30	\$28,947.65	\$0.00	\$2,436.43	\$29,237.13	\$0.00	\$2,460.79	\$29,529.50	\$144,752.60
CloudLink Cloud Connect - AWS - GovCloud East	10G / 10G	\$0.00	\$2,364.77	\$28,377.27	\$0.00	\$2,388.42	\$28,661.04	\$0.00	\$2,412.30	\$28,947.65	\$0.00	\$2,436.43	\$29,237.13	\$0.00	\$2,460.79	\$29,529.50	\$144,752.60

Power Distribution Units (PDU) Purchase	Brand	Type	Model	Position	Phase	Input	One-time cost	Monthly per Unit cost
208 VAC 20 Amp Circuit (Single-Phase)	APC	ATS	AP4434	Horizontal	Single	C20	\$ 1,100.00	\$ -
208 VAC 20 Amp Circuit (Single-Phase)	APC	Metered PDU	AP8459NA3	Vertical	Single	L6-20P	\$ 1,100.00	\$ -
208 VAC 20 Amp Circuit (Single-Phase)	APC	Metered PDU	AP8858NA3	Vertical	Single	L6-20P	\$ 469.00	\$ -
208 VAC 30 Amp Circuit (Single-Phase)	APC	Metered PDU	AP8841	Vertical	Single	L6-30	\$ 629.00	\$ -
208 VAC 30 Amp Circuit (Single-Phase)	APC	Metered PDU	AP8441	Vertical	Single	L6-30P	\$ 1,275.00	\$ -
208 VAC 30 Amp Circuit (Single-Phase)	APC	Switched PDU	AP8941	Vertical	Single	L6-30P	\$ 1,050.00	\$ -
208 VAC 30 Amp Circuit (Single-Phase)	APC	ATS	AP4432	Horizontal	Single	L6-30P	\$ 1,375.00	\$ -
EMI105-06 G3 Metered Input	Eaton						\$ 1,392.00	\$ -

Note:

Leased Power Distribution Units (PDU) - 5 Year Lease Term	Brand	Type	Model	Position	Phase	Input	One-time cost	Monthly per Unit cost - 5 Year
208 VAC 20 Amp Circuit (Single-Phase) LEASED	APC	Metered PDU	AP8459NA3	Vertical	Single	L6-20P	\$ -	\$ 115.00
208 VAC 20 Amp Circuit (Single-Phase) LEASED	APC	Metered PDU	AP8858NA3	Vertical	Single	L6-20P	\$ -	\$ 50.00
208 VAC 30 Amp Circuit (Single-Phase) LEASED	APC	Metered PDU	AP8841	Vertical	Single	L6-30	\$ -	\$ 45.00
208 VAC 30 Amp Circuit (Single-Phase) LEASED	APC	Metered PDU	AP8441	Vertical	Single	L6-30P	\$ -	\$ 60.00
208 VAC 30 Amp Circuit (Single-Phase) LEASED	APC	Switched PDU	AP8941	Vertical	Single	L6-30P	\$ -	\$ 70.00
EMI105-06 G3 Metered Input	Eaton						\$ -	\$ 50.00

Note: All 5 year terms.

Leased Power Distribution Units (PDU) - 1 Year Lease Term	Brand	Type	Model	Position	Phase	Input	One-time cost	Monthly per Unit cost - 1 Year
208 VAC 20 Amp Circuit (Single-Phase) LEASED	APC	Metered PDU	AP8459NA3	Vertical	Single	L6-20P	\$ -	\$ 230.00
208 VAC 20 Amp Circuit (Single-Phase) LEASED	APC	Metered PDU	AP8858NA3	Vertical	Single	L6-20P	\$ -	\$ 100.00
208 VAC 30 Amp Circuit (Single-Phase) LEASED	APC	Metered PDU	AP8841	Vertical	Single	L6-30	\$ -	\$ 90.00
208 VAC 30 Amp Circuit (Single-Phase) LEASED	APC	Metered PDU	AP8441	Vertical	Single	L6-30P	\$ -	\$ 120.00
208 VAC 30 Amp Circuit (Single-Phase) LEASED	APC	Switched PDU	AP8941	Vertical	Single	L6-30P	\$ -	\$ 140.00
EMI105-06 G3 Metered Input	Eaton						\$ -	\$ 150.00

Note: All 1 year terms.

Cabinet Purchase Options (1-4. L. Offeror Supplied Cabinets)			
Cabinet Type	Quantity	Non-recurring (one-time) cost	Total (one-time)
Wright Line Cabinet part # JW963040; 96" H x 30" W x 40" D; welded Paramount Steel frame; Black	1	\$1,956.20	\$1,956.20
AR3357W Cabinets NetShelter SX 48U 750mm Wide x 1200mm; Black	1	\$2,420.00	\$2,420.00

Note:

Cabinet Lease Options (1-4. L. Offeror Supplied Cabinets) - 5 Year Lease Term

Cabinet Type	Quantity	Monthly per Unit cost (Term needs added)	Total 1 Year
Wright Line Cabinet part # JW963040; 96" H x 30" W x 40" D; welded Paramount Steel frame; Black	1	\$50.00	\$600.00
AR3357W Cabinets NetShelter SX 48U 750mm Wide x 1200mm; Black	1	\$55.00	\$660.00
Note: All 5 year terms.			

Cabinet Lease Options (I-4, L Offeror Supplied Cabinets) - 1 Year Lease Term			
Cabinet Type	Quantity	Monthly per Unit cost (Term needs added)	Total 1 Year
Wright Line Cabinet part # JW963040; 96" H x 30" W x 40" D; welded Paramount Steel frame; Black	1	\$200.00	\$2,400.00
AR3357W Cabinets NetShelter SX 48U 750mm Wide x 1200mm; Black	1	\$250.00	\$3,000.00
Note: All 1 Year Terms			

Final Negotiated Cost Submittal Cost Submittal Summary - RFP 6100050958

Offeror Contact Information	
OFFEROR NAME	CONTACT PERSON
DataBank Holdings Ltd.	Tyal Prince
OFFEROR ADDRESS	EMAIL ADDRESS
35 Summit Park Dr.	Tprince@ databank.com
	PHONE NUMBER
	412-367-2473
	SAP VENDOR #
	544477
	FEDERAL TAX ID
	83-0409949

NOTES

Base Term calculations include installation and power capacity for 30 Cabinets (150 kW Reserve Power), 200 hours of Remote Hands Service, and estimates for Power (Circuits and Usage) and Cross Connect Services contained in the *Base Cost* worksheet.

Optional Years calculations include installation of 10 additional cabinets, power capacity for 40 Cabinets (200 kW Reserve Power), 200 hours of Remote Hands Service, and estimates for Power (Circuits and Usage) and Cross Connect Services contained in the *Base Cost* worksheet.

Estimated Quantities are for evaluation purposes only and do not guarantee payment.

Base Term (Years 1-5)	
One Time Costs	
Cage Buildout Services	\$ 25,446.82
Floor Capacity Upgrade Services	\$ 3,000.00
Power Circuit Provisioning	\$ 30,275.00
Cabinet - Installation Only	\$ 3,000.00
Monthly Costs	
Cost per Tier - 30 Cabinets (Reserve Power - 150kW)	\$ 1,433,466.67
Power Cost (estimated)	\$ 262,143.00
Cross Connects (estimated)	\$ 127,050.00
Remote Hands Service (200 hours/year)	\$ 75,000.00
TOTAL BASE TERM COSTS	\$ 1,959,381.49

Optional Years (Years 6-10)	
One Time Costs	
Cabinet - Installation Only	\$ 1,000.00
Monthly Costs	
Cost per Tier - 40 Cabinets (Reserve Power - 200 kW)	\$ 2,067,993.82
Power Cost (estimated)	\$ 349,524.00
Cross Connects (estimated)	\$ 126,000.00
Remote Hands Service (200 hours/year)	\$ 75,000.00
TOTAL OPTION TERM COSTS	\$ 2,619,517.82

Total Cost Summary	
Base Term (5 years)	\$ 1,959,381.49
Optional Renewal Term (5 years)	\$ 2,619,517.82
Total Cost (10 years)	\$ 4,578,899.31

CCR Additions

Product Code	Long Description	Type (MRC/NRC)	Cost \$	Service Interval (Business Days)	CCR #	Effective Date
DB-CC-EXT	Miscellaneous Cross Connect Extension Cost – Requires attachment to the order with product itemization from Supplier.	NRC	\$1.00	21 days	DB_CCR_001	10.06.2021
DB-CC-ACM	Fiber Cross Connect - Required for cross connects that occur at the Pittsburgh Allegeheny Center Mall (ACM) location.	NRC	\$ 75.00	21 days	DB_CCR_002	11.12.2021
DB-CC-ACM	Fiber Cross Connect - Required for cross connects that occur at the Pittsburgh Allegeheny Center Mall (ACM) location.	MRC	\$ 200.00	n/a	DB_CCR_002	11.12.2021

Contract Change Request Form

Change Request Number and Name:	DB_CCR_001 – Cross Connect product Extension Variable Rate Product Addition	Related CR/Contract, PCR, Contract Section #:	4400024655			
Date Created:	9/30/2021	Date Submitted to COPA:	9/30/2021			
Description (Brief):	<p>The purpose of this change request is to add a variable rate product for a Miscellaneous Cross Connect Extension. This service can be used to extend the currently available Cross Connections services beyond their standard demarcation points (e.g. Meet-me-Rooms).</p> <p>Requires attachment to the order with product itemization (Scope of Services) from the Supplier.</p>					
Priority:	<input checked="" type="checkbox"/> URGENT		<input type="checkbox"/> ORDINARY		<input type="checkbox"/> LOW	
Status: (Please Check)	Approved <input type="checkbox"/>	Pending <input type="checkbox"/>	Rejected <input type="checkbox"/>	Cancelled <input type="checkbox"/>	Completed <input type="checkbox"/>	On Hold <input type="checkbox"/>
Category: (Please Check)	Data Ops <input type="checkbox"/>	Voice Ops <input type="checkbox"/>	Security <input type="checkbox"/>	ITSM <input type="checkbox"/>	Support <input type="checkbox"/>	Wireless <input type="checkbox"/>
REQUESTOR INFORMATION						
Requestor:	Jake Zupancic					
Requestor Email:	JZupancic@databank.com					
Requestor Phone Number:	(317) 979-5112					
Date Change Requested:	9/30/2021					
COPA CONTACT INFORMATION						
COPA Contact:	Tom Schwartz					
COPA Email:	thschwartz@pa.gov					
COPA Phone Number:	717-214-4188					
Date Submitted:	9/30/2021					
Target Date:	10/1/2021					
SERVICES AFFECTED						
Service Name:	See Below					
Product Code:	Code:	<input checked="" type="checkbox"/> New Service		<input type="checkbox"/> Change Existing Service		
FOR EACH PRODUCT CODE						
Unit Price:	Variable Rate – see below					
Amt of Increase/Decrease:						
<input type="checkbox"/> Increase * – (Reference Cost Impact Study)	<input type="checkbox"/> Decrease * – (Reference Cost Impact Study)	<input type="checkbox"/> Revised	<input type="checkbox"/> New Catalog Entry – Add new codes to Product Cat.	<input type="checkbox"/> No Unit Price Change		
COST IMPACT						
Cost Impact – (None, brief description or attached doc):	Product Code	Long Description	Type	Unit Price	Interval	
	DB-CC-EXT	Miscellaneous Cross Connect Extension Cost – Requires attachment to the order with product itemization from Supplier.	NRC	\$ 1.00	21 days	
Technology: (check all that apply):	<input type="checkbox"/> New		<input type="checkbox"/> Revised	<input type="checkbox"/> Hardware		<input type="checkbox"/> Software
SAP Account Information, if applicable:	SAP Fund:			SAP Cost Center:		
Performance Impact:	The service will allow the Supplier to extend their currently available cross connection services to allow connections to the Commonwealth's CPOP provider. This will enhance the Commonwealth's connectivity within the facility.					
Business Justification:	The service will provide the Commonwealth additional connection capabilities within the data center facility. This will enhance the Commonwealth's enterprise network resilience and compute					

OA/OIT – Contract Compliance – Contract Change Control Procedures

related services.

(*) NOTE: All statements that affect billing must be immediately forwarded to the Comptroller upon acceptance

DB_CCR_001 – Cross Connect product Extension Variable Rate Product Addition

Commonwealth of PA

Supplier Signing Authority

Kevin L Paul

DocuSigned by:
Dan Yamagishi
CB611BDDF43D47B...

Kevin Paul, Director
Bureau of Service Value Management

Daniel Yamagishi, General Counsel
DataBank

Date: 10/6/2021

Date: October 5, 2021 | 2:50 PM MDT

Final Negotiated Cost Submittal

REQUEST FOR PROPOSALS FOR

Data Center Services

RFP 6100050958

Change Request Log

DB_CCR_001 - Effective

10.06.2021

INSTRUCTIONS

GENERAL INSTRUCTIONS FOR COMPLETING THIS WORKBOOK (Tab 1)
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The Cost Submittal worksheets contained in this workbook shall constitute the Cost Submittal.

Travel and related expenses shall be reimbursed in accordance with *Management Directive 230.10 Amended, Commonwealth Travel Policy and Manual 230.1, Commonwealth Travel Procedures Manual*.

OFFEROR INFORMATION (Tab 2)

1. Select the Offeror Information tab at the bottom of this page.
2. Complete the highlighted cells in the top portion of the form (all contact information).
3. Offeror Information will appear on all worksheets.

COST SUBMITTAL COMPONENTS (Tab 3 through Tab 5)
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1. Please review every tab in this cost submittal.
2. Cells that are highlighted in yellow must be filled in with a number in order to provide the service requested.
3. The Offeror must be able to provide a price in each cell. If the price is left blank, a zero dollar amount will be calculated.

**Formulas are embedded within the worksheets, do not attempt to unlock cells. The estimates provided within this appendix are not a guarantee of service to be performed and/or payment under the contract resulting from this RFP.

COST SUBMITTAL SUMMARY (Tab 6)

1. This tab requires no entry of cost data. All data entered on the Cost Submittal worksheets will automatically populate the Cost Submittal Summary tab.
2. The Commonwealth will consider the costs for the Base Term of the Contract (5 years) in the evaluation of Cost.
3. Invited Options and Offered Options will not be evaluated in *6. Summary*.

Note:

Do not include any pricing data in any portion of the Technical Submittal. Pricing data is defined as any information related to, directly or indirectly, the Offeror's proposed charges for services and deliverables. Pricing data consists of, but is not limited to, costs, fees, prices, rates, bonuses, discounts, rebates, or the identification of free services, labor or materials.

The cost submittal must be submitted as presented by the Commonwealth and must not be altered in any way. Do not include any reiteration of the technical proposal in the cost submittal.

Offeror Information - RFP 6100050958

Offeror Contact Information	
OFFEROR NAME	CONTACT PERSON
DataBank Holdings Ltd.	Tyal Prince
OFFEROR ADDRESS	EMAIL ADDRESS
35 Summit Park Dr.	Tprince@databank.com
Pittsburgh, PA 15275	PHONE NUMBER
	412-367-2473
	SAP VENDOR NUMBER (IF AVAILABLE)
	544477
	FEDERAL TAX ID
	83-0409949

Offeror Contact Information	
OFFEROR NAME	CONTACT PERSON
15000000000000000000	15000000000000000000
OFFEROR ADDRESS	EMAIL ADDRESS
15000000000000000000	15000000000000000000
PHONE NUMBER	
15000000000000000000	
SAP VENDOR #	
15000000000000000000	
FEDERAL TAX ID	
15000000000000000000	

NOTES
 Estimated Quantities are for evaluation purposes only and do not guarantee payment.
 Offerors whose floor space does not require an upgrade to meet the 2800 pound static load requirement for 50% of space may place a zero in cell C23.

ONE TIME COSTS			
Cage Buildout Services (I-5.A)	Quantity	Deliverable Cost	Total Cost
Custom Secure Cage Set-Up, supports up to 50 Cabinets	1	\$25,446.82	\$25,446.82

Floor Capacity Upgrade, as required (I-4G.6)	Quantity	Non-recurring (one-time) cost	Total (one-time)
50% of proposed floor space upgraded to 2,800 pound rating	1	\$3,000.00	\$3,000.00

Power Circuit Provisioning (I-4G.7)	Quantity	One-time cost	Total Cost
208 VAC 20 Amp Circuit (Single-Phase), terminated to a single receptacle	2	\$400.00	\$800.00
208 VAC 30 Amp Circuit (Single-Phase), terminated to a single receptacle	5	\$475.00	\$2,375.00
208 VAC 60 Amp Circuit (Single-Phase), terminated to a single receptacle	22	\$700.00	\$15,400.00
208 VAC 30 Amp Circuit (Three-Phase), terminated to a single receptacle	1	\$900.00	\$900.00
208 VAC 50 Amp Circuit (Three-Phase), terminated to a single receptacle	6	\$1,000.00	\$6,000.00
208 VAC 60 Amp Circuit (Three-Phase), terminated to a single receptacle	4	\$1,000.00	\$4,000.00
110 VAC Circuit, terminated to a single receptacle	2	\$400.00	\$800.00
Total Power Circuit Cost - One time cost Year 1			\$30,275.00

Other Services - Installation of CoPA-provided cabinets (I-4G.5)	Quantity (estimated)	Non-recurring (one-time) cost	Total (One Time)
Cabinet Installation and Grounding Services (years 1-5)	30	\$100.00	\$3,000.00
Cabinet Installation and Grounding Services (years 6-10)	10	\$100.00	\$1,000.00

MONTHLY COSTS (I-4 M., J., & K.)												
Cost per Tier / Base Years 1-5	Reserve Power (kW)	Price per kW (Year 1)	Total (Monthly)	Price per kW (Year 2)	Total (Monthly - Year 2)	Price per kW (Year 3)	Total (Monthly - Year 3)	Price per kW (Year 4)	Total (Monthly - Year 4)	Price per kW (Year 5)	Total (Monthly - Year 5)	Total Base Years 1-5
24 Cabinets (Reserve Power - 120kW)	120	\$155.00	\$18,600.00	\$159.65	\$19,158.00	\$164.44	\$19,732.74	\$169.37	\$20,324.72	\$174.45	\$20,934.46	\$1184,999.11
30 Cabinets (Reserve Power - 150kW)	150	\$150.00	\$22,500.00	\$154.50	\$23,175.00	\$159.14	\$23,878.25	\$163.91	\$24,586.36	\$168.83	\$25,323.95	\$1,433,466.67
33 Cabinets (Reserve Power - 175kW)	175	\$145.00	\$25,375.00	\$149.35	\$26,136.25	\$153.83	\$26,928.34	\$158.45	\$27,727.95	\$163.20	\$28,559.79	\$1,616,631.85
40 Cabinets (Reserve Power - 200kW)	200	\$140.00	\$28,000.00	\$144.20	\$28,840.00	\$148.53	\$29,705.20	\$152.98	\$30,596.36	\$157.57	\$31,514.25	\$1,783,869.63
45 Cabinets (Reserve Power - 225kW)	225	\$135.00	\$30,375.00	\$139.05	\$31,286.25	\$143.22	\$32,234.84	\$147.52	\$33,191.58	\$151.94	\$34,187.33	\$1,935,180.00
50 Cabinets (Reserve Power - 250kW)	250	\$130.00	\$32,500.00	\$133.90	\$33,475.00	\$137.92	\$34,479.25	\$142.05	\$35,513.63	\$146.32	\$36,579.04	\$2,078,562.97

Cost per Tier / Optional Years 6-10	Reserve Power (kW)	Price per kW (Year 6)	Total (Monthly - Year 6)	Price per kW (Year 7)	Total (Monthly - Year 7)	Price per kW (Year 8)	Total (Monthly - Year 8)	Price per kW (Year 9)	Total (Monthly - Year 9)	Price per kW (Year 10)	Total (Monthly - Year 10)	Total Option Years 6-10 (5 Years)
24 Cabinets (Reserve Power - 120kW)	120	\$179.69	\$21,562.50	\$185.08	\$22,209.37	\$190.63	\$22,875.65	\$196.35	\$23,561.92	\$202.24	\$24,268.78	\$1,373,738.75
30 Cabinets (Reserve Power - 150kW)	150	\$173.89	\$26,083.67	\$179.11	\$26,866.18	\$184.48	\$27,672.16	\$189.02	\$28,502.33	\$193.72	\$29,357.40	\$1,661,780.75
33 Cabinets (Reserve Power - 175kW)	175	\$168.09	\$29,416.58	\$173.14	\$30,299.08	\$178.33	\$31,208.05	\$183.68	\$32,144.29	\$189.19	\$33,108.62	\$1,874,119.40
40 Cabinets (Reserve Power - 200kW)	200	\$162.30	\$32,459.67	\$167.17	\$33,433.46	\$172.18	\$34,436.47	\$177.35	\$35,469.56	\$182.67	\$36,533.65	\$2,067,993.82
45 Cabinets (Reserve Power - 225kW)	225	\$156.50	\$35,212.95	\$161.20	\$36,269.34	\$166.03	\$37,257.42	\$171.01	\$38,478.14	\$176.14	\$39,632.49	\$2,243,404.01
50 Cabinets (Reserve Power - 250kW)	250	\$150.71	\$37,676.41	\$155.23	\$38,806.70	\$159.88	\$39,978.90	\$164.68	\$41,170.03	\$169.62	\$42,485.13	\$2,400,349.97

Power Cost (estimated)	Estimated % of Licensed Primary kW	Estimated kW Load (based on Reserve Power 150 kW Years 1-5, 200 kW Years 6-10)	Average Hours per Month	Estimated kWh/Month Usage	Enter Current P.U.C. Cost per kWh	Enter PUE (Cooling Factor)	Monthly Power Cost (estimated)	Total Power Cost
Kilowatt Hour Power Usage (Billed as Actual Usage) estimated for Base Years 1 - 5	60%	90	730	65,700	\$0.0475	1.40	\$4,369.05	\$262,143.00
Kilowatt Hour Power Usage (Billed as Actual Usage) estimated for Optional Years 6 - 10	60%	120	730	87,600	\$0.0475	1.40	\$5,825.40	\$349,524.00

Remote Hands Services / Base Years 1 - 5	Quantity in Hours per year (estimated)	Hourly Rate (Year 1)	Total (Year 1)	Hourly Rate (Year 2)	Total (Year 2)	Hourly Rate (Year 3)	Total (Year 3)	Hourly Rate (Year 4)	Total (Year 4)	Hourly Rate (Year 5)	Total (Year 5)	Total Base Years (Year 5)
Remote Hands Service (per hour - billed in 15 minute increments)	120	\$75.00	\$9,000.00	\$75.00	\$9,000.00	\$75.00	\$9,000.00	\$75.00	\$9,000.00	\$75.00	\$9,000.00	\$45,000.00
Remote Hands Service (per hour - billed in 15 minute increments)	200	\$75.00	\$15,000.00	\$75.00	\$15,000.00	\$75.00	\$15,000.00	\$75.00	\$15,000.00	\$75.00	\$15,000.00	\$75,000.00
Remote Hands Service (per hour - billed in 15 minute increments)	300	\$75.00	\$22,500.00	\$75.00	\$22,500.00	\$75.00	\$22,500.00	\$75.00	\$22,500.00	\$75.00	\$22,500.00	\$112,500.00

Remote Hands Services / Optional Years 6 - 10	Quantity in Hours per year (estimated)	Hourly Rate (Year 6)	Total (Year 6)	Hourly Rate (Year 7)	Total (Year 7)	Hourly Rate (Year 8)	Total (Year 8)	Hourly Rate (Year 9)	Total (Year 9)	Hourly Rate (Year 10)	Total (Year 10)	Total Base Years (Option Years)
Remote Hands Service (per hour - billed in 15 minute increments)	120	\$75.00	\$9,000.00	\$75.00	\$9,000.00	\$75.00	\$9,000.00	\$75.00	\$9,000.00	\$75.00	\$9,000.00	\$45,000.00
Remote Hands Service (per hour - billed in 15 minute increments)	200	\$75.00	\$15,000.00	\$75.00	\$15,000.00	\$75.00	\$15,000.00	\$75.00	\$15,000.00	\$75.00	\$15,000.00	\$75,000.00
Remote Hands Service (per hour - billed in 15 minute increments)	300	\$75.00	\$22,500.00	\$75.00	\$22,500.00	\$75.00	\$22,500.00	\$75.00	\$22,500.00	\$75.00	\$22,500.00	\$112,500.00

Cross Connect Services / Base Years 1 - 5	Quantity (estimated)	One-time per Unit cost - if applicable Year 1	Monthly per Unit cost - if applicable Year 1	Total Year 1	One-time per Unit cost - if applicable Year 2	Monthly per Unit cost - if applicable Year 2	Total Year 2	One-time per Unit cost - if applicable Year 3	Monthly per Unit cost - if applicable Year 3	Total Year 3	One-time per Unit cost - if applicable Year 4	Monthly per Unit cost - if applicable Year 4	Total Year 4	One-time per Unit cost - if applicable Year 5	Monthly per Unit cost - if applicable Year 5	Total Year 5	Total Base Years (1-5)
Cross Connect Services (Fiber)	8	\$75.00	\$150.00	\$1,200.00	\$0.00	\$150.00	\$1,200.00	\$0.00	\$150.00	\$1,200.00	\$0.00	\$150.00	\$1,200.00	\$0.00	\$150.00	\$1,200.00	\$72,600.00
Cross Connect Services (CAT 6)	4	\$75.00	\$150.00	\$7,200.00	\$0.00	\$150.00	\$7,200.00	\$0.00	\$150.00	\$7,200.00	\$0.00	\$150.00	\$7,200.00	\$0.00	\$150.00	\$7,200.00	\$36,300.00
Cross Connect Services (POTS)	2	\$75.00	\$150.00	\$3,600.00	\$0.00	\$150.00	\$3,600.00	\$0.00	\$150.00	\$3,600.00	\$0.00	\$150.00	\$3,600.00	\$0.00	\$150.00	\$3,600.00	\$18,150.00
																	\$127,050.00

Cross Connect Services / Optional Years 6 - 10	Quantity (estimated)	One-time per Unit cost - if applicable Year 6	Monthly per Unit cost - if applicable Year 6	Total Year 6	One-time per Unit cost - if applicable Year 7	Monthly per Unit cost - if applicable Year 7	Total Year 7	One-time per Unit cost - if applicable Year 8	Monthly per Unit cost - if applicable Year 8	Total Year 8	One-time per Unit cost - if applicable Year 9	Monthly per Unit cost - if applicable Year 9	Total Year 9	One-time per Unit cost - if applicable Year 10	Monthly per Unit cost - if applicable Year 10	Total Year 10	Total Base Years (1-5)
Cross Connect Services (Fiber)	8	\$0.00	\$150.00	\$14,400.00	\$0.00	\$150.00	\$14,400.00	\$0.00	\$150.00	\$14,400.00	\$0.00	\$150.00	\$14,400.00	\$0.00	\$150.00	\$14,400.00	\$72,000.00
Cross Connect Services (CAT 6)	4	\$0.00	\$150.00	\$7,200.00	\$0.00	\$150.00	\$7,200.00	\$0.00	\$150.00	\$7,200.00	\$0.00	\$150.00	\$7,200.00	\$0.00	\$150.00	\$7,200.00	\$36,000.00
Cross Connect Services (POTS)	2	\$0.00	\$150.00	\$3,600.00	\$0.00	\$150.00	\$3,600.00	\$0.00	\$150.00	\$3,600.00	\$0.00	\$150.00	\$3,600.00	\$0.00	\$150.00	\$3,600.00	\$18,000.00
																	\$126,000.00

Offeror Contact Information	
OFFEROR NAME	CONTACT PERSON
DataBank Holdings Ltd.	Tyal Prince
OFFEROR ADDRESS	EMAIL ADDRESS
35 Summit Park Dr.	Tprince@databank.com
	PHONE NUMBER
	412-367-2473
	SAP VENDOR #
	544477
	FEDERAL TAX ID
	83-0409949

NOTES

An Offered Option is an item or service that is not identified by the RFP but may be included in the Offeror's proposal. Offered Options will be exercised at the sole discretion of the Commonwealth. Offerors are not obligated to included Offered Options in the proposal.

Value-Added Services (I-4. N. Value-Added Services)		
Service Type	One-time cost per Unit (if applicable)	Monthly per Unit cost (if applicable)
Example: Cold/Hot Aisle Containment		
Cold/Hot Aisle Containment	\$0.00	\$0.00
Biometric Access Reader	\$250.00	\$250.00
DataBank Portal Access	\$0.00	\$0.00
Parking on PIT2 Campus	\$0.00	\$0.00
Conference Room Access	\$0.00	\$0.00
* Managed Security: Managed Anti-Virus, File Integrity Monitoring, Managed Firewalls, Configuration Scanning, Two-Factor Authentication, Log Management, External/Internal Vulnerability Scanning	Depends on Requirements	Depends on Requirements
* Disaster Recovery as a Service (DRaaS), DataBank Cloud Connect Backup	Depends on Requirements	Depends on Requirements
* Managed IDS/IPS Security, Managed DDoS Mitigation	Depends on Requirements	Depends on Requirements
* Storage as a Service (STaaS)	Depends on Requirements	Depends on Requirements
* Enterprise Cloud	Depends on Requirements	Depends on Requirements
* Managed Enterprise Cloud / Compliant Cloud	Depends on Requirements	Depends on Requirements

* The use of these services will require additional CoPA OA Technical, Compliance, and Contract Review as well as an agreed to CCR prior to enablement.

CloudLink Cloud Connect - AWS - US East Northern VA	2G / 10G	\$0.00	\$1,839.27	\$22,071.21	\$0.00	\$1,857.66	\$22,291.92	\$0.00	\$1,876.24	\$22,514.84	\$0.00	\$1,895.00	\$22,739.99	\$0.00	\$1,913.95	\$22,967.39	\$112,585.36
CloudLink Cloud Connect - AWS - US East OH	2G / 10G	\$0.00	\$1,839.27	\$22,071.21	\$0.00	\$1,857.66	\$22,291.92	\$0.00	\$1,876.24	\$22,514.84	\$0.00	\$1,895.00	\$22,739.99	\$0.00	\$1,913.95	\$22,967.39	\$112,585.36
CloudLink Cloud Connect - AWS - US West OR	2G / 10G	\$0.00	\$1,839.27	\$22,071.21	\$0.00	\$1,857.66	\$22,291.92	\$0.00	\$1,876.24	\$22,514.84	\$0.00	\$1,895.00	\$22,739.99	\$0.00	\$1,913.95	\$22,967.39	\$112,585.36
CloudLink Cloud Connect - AWS - US West CA	2G / 10G	\$0.00	\$1,839.27	\$22,071.21	\$0.00	\$1,857.66	\$22,291.92	\$0.00	\$1,876.24	\$22,514.84	\$0.00	\$1,895.00	\$22,739.99	\$0.00	\$1,913.95	\$22,967.39	\$112,585.36
CloudLink Cloud Connect - AWS - GovCloud West	2G / 10G	\$0.00	\$1,839.27	\$22,071.21	\$0.00	\$1,857.66	\$22,291.92	\$0.00	\$1,876.24	\$22,514.84	\$0.00	\$1,895.00	\$22,739.99	\$0.00	\$1,913.95	\$22,967.39	\$112,585.36
CloudLink Cloud Connect - AWS - GovCloud East	2G / 10G	\$0.00	\$1,839.27	\$22,071.21	\$0.00	\$1,857.66	\$22,291.92	\$0.00	\$1,876.24	\$22,514.84	\$0.00	\$1,895.00	\$22,739.99	\$0.00	\$1,913.95	\$22,967.39	\$112,585.36
CloudLink Cloud Connect - AWS - US East Northern VA	5G / 10G	\$0.00	\$2,049.47	\$24,593.64	\$0.00	\$2,069.96	\$24,839.57	\$0.00	\$2,090.66	\$25,087.97	\$0.00	\$2,111.57	\$25,338.85	\$0.00	\$2,132.69	\$25,592.24	\$125,452.26
CloudLink Cloud Connect - AWS - US East OH	5G / 10G	\$0.00	\$2,049.47	\$24,593.64	\$0.00	\$2,069.96	\$24,839.57	\$0.00	\$2,090.66	\$25,087.97	\$0.00	\$2,111.57	\$25,338.85	\$0.00	\$2,132.69	\$25,592.24	\$125,452.26
CloudLink Cloud Connect - AWS - US West OR	5G / 10G	\$0.00	\$2,049.47	\$24,593.64	\$0.00	\$2,069.96	\$24,839.57	\$0.00	\$2,090.66	\$25,087.97	\$0.00	\$2,111.57	\$25,338.85	\$0.00	\$2,132.69	\$25,592.24	\$125,452.26
CloudLink Cloud Connect - AWS - US West CA	5G / 10G	\$0.00	\$2,049.47	\$24,593.64	\$0.00	\$2,069.96	\$24,839.57	\$0.00	\$2,090.66	\$25,087.97	\$0.00	\$2,111.57	\$25,338.85	\$0.00	\$2,132.69	\$25,592.24	\$125,452.26
CloudLink Cloud Connect - AWS - GovCloud West	5G / 10G	\$0.00	\$2,049.47	\$24,593.64	\$0.00	\$2,069.96	\$24,839.57	\$0.00	\$2,090.66	\$25,087.97	\$0.00	\$2,111.57	\$25,338.85	\$0.00	\$2,132.69	\$25,592.24	\$125,452.26
CloudLink Cloud Connect - AWS - GovCloud East	5G / 10G	\$0.00	\$2,049.47	\$24,593.64	\$0.00	\$2,069.96	\$24,839.57	\$0.00	\$2,090.66	\$25,087.97	\$0.00	\$2,111.57	\$25,338.85	\$0.00	\$2,132.69	\$25,592.24	\$125,452.26
CloudLink Cloud Connect - AWS - US East Northern VA	10G / 10G	\$0.00	\$2,364.77	\$28,377.27	\$0.00	\$2,388.42	\$28,661.04	\$0.00	\$2,412.30	\$28,947.65	\$0.00	\$2,436.43	\$29,237.13	\$0.00	\$2,460.79	\$29,529.50	\$144,752.60
CloudLink Cloud Connect - AWS - US East OH	10G / 10G	\$0.00	\$2,364.77	\$28,377.27	\$0.00	\$2,388.42	\$28,661.04	\$0.00	\$2,412.30	\$28,947.65	\$0.00	\$2,436.43	\$29,237.13	\$0.00	\$2,460.79	\$29,529.50	\$144,752.60
CloudLink Cloud Connect - AWS - US West OR	10G / 10G	\$0.00	\$2,364.77	\$28,377.27	\$0.00	\$2,388.42	\$28,661.04	\$0.00	\$2,412.30	\$28,947.65	\$0.00	\$2,436.43	\$29,237.13	\$0.00	\$2,460.79	\$29,529.50	\$144,752.60
CloudLink Cloud Connect - AWS - US West CA	10G / 10G	\$0.00	\$2,364.77	\$28,377.27	\$0.00	\$2,388.42	\$28,661.04	\$0.00	\$2,412.30	\$28,947.65	\$0.00	\$2,436.43	\$29,237.13	\$0.00	\$2,460.79	\$29,529.50	\$144,752.60
CloudLink Cloud Connect - AWS - GovCloud West	10G / 10G	\$0.00	\$2,364.77	\$28,377.27	\$0.00	\$2,388.42	\$28,661.04	\$0.00	\$2,412.30	\$28,947.65	\$0.00	\$2,436.43	\$29,237.13	\$0.00	\$2,460.79	\$29,529.50	\$144,752.60
CloudLink Cloud Connect - AWS - GovCloud East	10G / 10G	\$0.00	\$2,364.77	\$28,377.27	\$0.00	\$2,388.42	\$28,661.04	\$0.00	\$2,412.30	\$28,947.65	\$0.00	\$2,436.43	\$29,237.13	\$0.00	\$2,460.79	\$29,529.50	\$144,752.60

Power Distribution Units (PDU) Purchase	Brand	Type	Model	Position	Phase	Input	One-time cost	Monthly per Unit cost
208 VAC 20 Amp Circuit (Single-Phase)	APC	ATS	AP4434	Horizontal	Single	C20	\$ 1,100.00	\$ -
208 VAC 20 Amp Circuit (Single-Phase)	APC	Metered PDU	AP8459NA3	Vertical	Single	L6-20P	\$ 1,100.00	\$ -
208 VAC 20 Amp Circuit (Single-Phase)	APC	Metered PDU	AP8858NA3	Vertical	Single	L6-20P	\$ 469.00	\$ -
208 VAC 30 Amp Circuit (Single-Phase)	APC	Metered PDU	AP8841	Vertical	Single	L6-30	\$ 629.00	\$ -
208 VAC 30 Amp Circuit (Single-Phase)	APC	Metered PDU	AP8441	Vertical	Single	L6-30P	\$ 1,275.00	\$ -
208 VAC 30 Amp Circuit (Single-Phase)	APC	Switched PDU	AP8941	Vertical	Single	L6-30P	\$ 1,050.00	\$ -
208 VAC 30 Amp Circuit (Single-Phase)	APC	ATS	AP4432	Horizontal	Single	L6-30P	\$ 1,375.00	\$ -
EMI105-06 G3 Metered Input	Eaton						\$ 1,392.00	\$ -

Note:

Leased Power Distribution Units (PDU) - 5 Year Lease Term	Brand	Type	Model	Position	Phase	Input	One-time cost	Monthly per Unit cost - 5 Year
208 VAC 20 Amp Circuit (Single-Phase) LEASED	APC	Metered PDU	AP8459NA3	Vertical	Single	L6-20P	\$ -	\$ 115.00
208 VAC 20 Amp Circuit (Single-Phase) LEASED	APC	Metered PDU	AP8858NA3	Vertical	Single	L6-20P	\$ -	\$ 50.00
208 VAC 30 Amp Circuit (Single-Phase) LEASED	APC	Metered PDU	AP8841	Vertical	Single	L6-30	\$ -	\$ 45.00
208 VAC 30 Amp Circuit (Single-Phase) LEASED	APC	Metered PDU	AP8441	Vertical	Single	L6-30P	\$ -	\$ 60.00
208 VAC 30 Amp Circuit (Single-Phase) LEASED	APC	Switched PDU	AP8941	Vertical	Single	L6-30P	\$ -	\$ 70.00
EMI105-06 G3 Metered Input	Eaton						\$ -	\$ 50.00

Note: All 5 year terms.

Leased Power Distribution Units (PDU) - 1 Year Lease Term	Brand	Type	Model	Position	Phase	Input	One-time cost	Monthly per Unit cost - 1 Year
208 VAC 20 Amp Circuit (Single-Phase) LEASED	APC	Metered PDU	AP8459NA3	Vertical	Single	L6-20P	\$ -	\$ 230.00
208 VAC 20 Amp Circuit (Single-Phase) LEASED	APC	Metered PDU	AP8858NA3	Vertical	Single	L6-20P	\$ -	\$ 100.00
208 VAC 30 Amp Circuit (Single-Phase) LEASED	APC	Metered PDU	AP8841	Vertical	Single	L6-30	\$ -	\$ 90.00
208 VAC 30 Amp Circuit (Single-Phase) LEASED	APC	Metered PDU	AP8441	Vertical	Single	L6-30P	\$ -	\$ 120.00
208 VAC 30 Amp Circuit (Single-Phase) LEASED	APC	Switched PDU	AP8941	Vertical	Single	L6-30P	\$ -	\$ 140.00
EMI105-06 G3 Metered Input	Eaton						\$ -	\$ 150.00

Note: All 1 year terms.

Cabinet Purchase Options (1-4. L. Offeror Supplied Cabinets)			
Cabinet Type	Quantity	Non-recurring (one-time) cost	Total (one-time)
Wright Line Cabinet part # JW963040; 96" H x 30" W x 40" D; welded Paramount Steel frame; Black	1	\$1,956.20	\$1,956.20
AR3357W Cabinets NetShelter SX 48U 750mm Wide x 1200mm; Black	1	\$2,420.00	\$2,420.00

Note:

Cabinet Lease Options (1-4. L. Offeror Supplied Cabinets) - 5 Year Lease Term

Cabinet Type	Quantity	Monthly per Unit cost (Term needs added)	Total 1 Year
Wright Line Cabinet part # JW963040; 96" H x 30" W x 40" D; welded Paramount Steel frame; Black	1	\$50.00	\$600.00
AR3357W Cabinets NetShelter SX 48U 750mm Wide x 1200mm; Black	1	\$55.00	\$660.00
Note: All 5 year terms.			

Cabinet Lease Options (I-4, L, Offeror Supplied Cabinets) - 1 Year Lease Term			
Cabinet Type	Quantity	Monthly per Unit cost (Term needs added)	Total 1 Year
Wright Line Cabinet part # JW963040; 96" H x 30" W x 40" D; welded Paramount Steel frame; Black	1	\$200.00	\$2,400.00
AR3357W Cabinets NetShelter SX 48U 750mm Wide x 1200mm; Black	1	\$250.00	\$3,000.00
Note: All 1 Year Terms			

Final Negotiated Cost Submittal Cost Submittal Summary - RFP 6100050958

Offeror Contact Information	
OFFEROR NAME	CONTACT PERSON
DataBank Holdings Ltd.	Tyal Prince
OFFEROR ADDRESS	EMAIL ADDRESS
35 Summit Park Dr.	Tprince@ databank.com
	PHONE NUMBER
	412-367-2473
	SAP VENDOR #
	544477
	FEDERAL TAX ID
	83-0409949

NOTES

Base Term calculations include installation and power capacity for 30 Cabinets (150 kW Reserve Power), 200 hours of Remote Hands Service, and estimates for Power (Circuits and Usage) and Cross Connect Services contained in the *Base Cost* worksheet.

Optional Years calculations include installation of 10 additional cabinets, power capacity for 40 Cabinets (200 kW Reserve Power), 200 hours of Remote Hands Service, and estimates for Power (Circuits and Usage) and Cross Connect Services contained in the *Base Cost* worksheet.

Estimated Quantities are for evaluation purposes only and do not guarantee payment.

Base Term (Years 1-5)	
One Time Costs	
Cage Buildout Services	\$ 25,446.82
Floor Capacity Upgrade Services	\$ 3,000.00
Power Circuit Provisioning	\$ 30,275.00
Cabinet - Installation Only	\$ 3,000.00
Monthly Costs	
Cost per Tier - 30 Cabinets (Reserve Power - 150kW)	\$ 1,433,466.67
Power Cost (estimated)	\$ 262,143.00
Cross Connects (estimated)	\$ 127,050.00
Remote Hands Service (200 hours/year)	\$ 75,000.00
TOTAL BASE TERM COSTS	\$ 1,959,381.49

Optional Years (Years 6-10)	
One Time Costs	
Cabinet - Installation Only	\$ 1,000.00
Monthly Costs	
Cost per Tier - 40 Cabinets (Reserve Power - 200 kW)	\$ 2,067,993.82
Power Cost (estimated)	\$ 349,524.00
Cross Connects (estimated)	\$ 126,000.00
Remote Hands Service (200 hours/year)	\$ 75,000.00
TOTAL OPTION TERM COSTS	\$ 2,619,517.82

Total Cost Summary	
Base Term (5 years)	\$ 1,959,381.49
Optional Renewal Term (5 years)	\$ 2,619,517.82
Total Cost (10 years)	\$ 4,578,899.31

Product Code	Long Description	Type (MRC/NRC)	Cost \$	Service Interval (Business Days)	CCR #	Effective Date
DB-CC-EXT	Miscellaneous Cross Connect Extension Cost – Requires attachment to the order with product itemization from Supplier.	NRC	\$1.00	21 days	DB_CCR_001	10.06.2021



FULLY EXECUTED

Contract Number: 4400024655

Original Contract Effective Date: 07/26/2021

Valid From: 08/01/2021 To: 07/31/2026

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

Purchasing Agent

Name: Cropper Scott

Phone: 717-787-4103

Fax:

Your SAP Vendor Number with us: 544477

Supplier Name/Address:

DATABANK HOLDINGS LTD
DBA DATABANK
400 S AKARD ST STE 100
DALLAS TX 75202-5326 US

Supplier Phone Number: 412-367-2473

Please Deliver To:

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

Contract Name:

Data Center Services

Payment Terms

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

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

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Custom Secure Cage Set-Up, up to 50 Cab	0.000	Each	25,446.82	1	0.00
2	50% of proposed floor space upgraded	0.000	Each	3,000.00	1	0.00
3	208 VAC 20 Amp Circuit (Single-Phase)	0.000	Each	400.00	1	0.00
4	208 VAC 30 Amp Circuit (Single-Phase)	0.000	Each	475.00	1	0.00
5	208 VAC 60 Amp Circuit (Single-Phase)	0.000	Each	700.00	1	0.00
6	208 VAC 30 Amp Circuit (Three-Phase)	0.000	Each	900.00	1	0.00

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____

**FULLY EXECUTED**

Contract Number: 4400024655

Original Contract Effective Date: 07/26/2021

Valid From: 08/01/2021 To: 07/31/2026

Supplier Name:

DATABANK HOLDINGS LTD

DBA DATABANK

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
7	208 VAC 50 Amp Circuit (Three-Phase)	0.000	Each	1,000.00	1	0.00
8	208 VAC 60 Amp Circuit (Three-Phase)	0.000	Each	1,000.00	1	0.00
9	110 VAC Circuit, terminated to 1 rec	0.000	Each	400.00	1	0.00
10	Cabinet Installation and Grounding Serv	0.000	Each	100.00	1	0.00
11	Reserve Power - 120kW Monthly	0.000	Month	19,732.74	1	0.00
	<i>Valid from 07/01/2021 to 06/30/2022</i>					
	Price(Contract/Bid) 18,600.00 USD 1 MON					
	<i>Valid from 07/01/2022 to 06/30/2023</i>					
	Price(Contract/Bid) 19,158.00 USD 1 MON					
	<i>Valid from 08/01/2023 to 07/31/2024</i>					
	Price(Contract/Bid) 19,732.74 USD 1 MON					
	<i>Valid from 08/01/2024 to 07/31/2025</i>					
	Price(Contract/Bid) 20,324.72 USD 1 MON					
	<i>Valid from 08/01/2025 to 07/31/2026</i>					
	Price(Contract/Bid) 20,934.46 USD 1 MON					
12	Reserve Power - 150kW Monthly	0.000	Month	23,870.25	1	0.00
	<i>Valid from 07/01/2021 to 06/30/2022</i>					
	Price(Contract/Bid) 22,500.00 USD 1 MON					
	<i>Valid from 07/01/2022 to 06/30/2023</i>					
	Price(Contract/Bid) 23,175.00 USD 1 MON					
	<i>Valid from 08/01/2023 to 07/31/2024</i>					
	Price(Contract/Bid) 23,870.25 USD 1 MON					
	<i>Valid from 08/01/2024 to 07/31/2025</i>					
	Price(Contract/Bid) 24,586.36 USD 1 MON					
	<i>Valid from 08/01/2025 to 07/31/2026</i>					
	Price(Contract/Bid) 25,323.95 USD 1 MON					
13	Reserve Power - 175kW Monthly	0.000	Month	26,920.34	1	0.00
	<i>Valid from 07/01/2021 to 06/30/2022</i>					
	Price(Contract/Bid) 25,375.00 USD 1 MON					
	<i>Valid from 07/01/2022 to 06/30/2023</i>					
	Price(Contract/Bid) 26,136.25 USD 1 MON					

Information:

**FULLY EXECUTED**

Contract Number: 4400024655

Original Contract Effective Date: 07/26/2021

Valid From: 08/01/2021 To: 07/31/2026

Supplier Name:

DATABANK HOLDINGS LTD

DBA DATABANK

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	<i>Valid from 08/01/2023 to 07/31/2024</i>					
	Price(Contract/Bid)	26,920.34	USD 1 MON			
	<i>Valid from 08/01/2024 to 07/31/2025</i>					
	Price(Contract/Bid)	27,727.95	USD 1 MON			
	<i>Valid from 08/01/2025 to 07/31/2026</i>					
	Price(Contract/Bid)	28,559.79	USD 1 MON			

14	Reserve Power - 200kW Monthly	0.000	Month	29,705.20	1	0.00
	<i>Valid from 07/01/2021 to 06/30/2022</i>					
	Price(Contract/Bid)	28,000.00	USD 1 MON			
	<i>Valid from 07/01/2022 to 06/30/2023</i>					
	Price(Contract/Bid)	28,840.00	USD 1 MON			
	<i>Valid from 08/01/2023 to 07/31/2024</i>					
	Price(Contract/Bid)	29,705.20	USD 1 MON			
	<i>Valid from 08/01/2024 to 07/31/2025</i>					
	Price(Contract/Bid)	30,596.36	USD 1 MON			
	<i>Valid from 08/01/2025 to 07/31/2026</i>					
	Price(Contract/Bid)	31,514.25	USD 1 MON			

15	Reserve Power - 225kW Monthly	0.000	Month	32,224.84	1	0.00
	<i>Valid from 07/01/2021 to 06/30/2022</i>					
	Price(Contract/Bid)	30,375.00	USD 1 MON			
	<i>Valid from 07/01/2022 to 06/30/2023</i>					
	Price(Contract/Bid)	31,286.25	USD 1 MON			
	<i>Valid from 08/01/2023 to 07/31/2024</i>					
	Price(Contract/Bid)	32,224.84	USD 1 MON			
	<i>Valid from 08/01/2024 to 07/31/2025</i>					
	Price(Contract/Bid)	33,191.58	USD 1 MON			
	<i>Valid from 08/01/2025 to 07/31/2026</i>					
	Price(Contract/Bid)	34,187.33	USD 1 MON			

16	Reserve Power - 250kW Monthly	0.000	Month	34,479.25	1	0.00
	<i>Valid from 07/01/2021 to 06/30/2022</i>					
	Price(Contract/Bid)	32,500.00	USD 1 MON			
	<i>Valid from 07/01/2022 to 06/30/2023</i>					
	Price(Contract/Bid)	33,475.00	USD 1 MON			
	<i>Valid from 08/01/2023 to 07/31/2024</i>					
	Price(Contract/Bid)	34,479.25	USD 1 MON			

Information:



FULLY EXECUTED
Contract Number: 4400024655
Original Contract Effective Date: 07/26/2021
Valid From: 08/01/2021 To: 07/31/2026

Supplier Name:
DATABANK HOLDINGS LTD
DBA DATABANK

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	<i>Valid from 08/01/2024 to 07/31/2025</i>					
	Price(Contract/Bid)	35,513.63	USD	1	MON	
	<i>Valid from 08/01/2025 to 07/31/2026</i>					
	Price(Contract/Bid)	36,579.04	USD	1	MON	

17	Kilowatt Hour Power Usage Actual Usage	0.000	Each	1.00	1	0.00

18	Remote Hands Service per hour	0.000	Hour	75.00	1	0.00

19	Cross Connect Services One-time Fiber	0.000	Each	75.00	1	0.00

20	Cross Connect Services Monthly Fiber	0.000	Month	150.00	1	0.00

21	Cross Connect Services One-time CAT 6	0.000	Each	75.00	1	0.00

22	Cross Connect Services Monthly CAT 6	0.000	Month	150.00	1	0.00

23	Cross Connect Services One-time POTS	0.000	Each	75.00	1	0.00

24	Cross Connect Services Monthly POTS	0.000	Month	150.00	1	0.00

25	Biometric Access Reader Setup	0.000	Each	250.00	1	0.00

26	Biometric Access Reader Monthly	0.000	Month	250.00	1	0.00

27	Cabinet Purchase Options	0.000	Each	0.00	1	0.00

28	Cabinet Lease Options Cabinet - 5 year	0.000	Month	0.00	1	0.00

29	Cabinet Lease Options - 1 Year Lease	0.000	Month	0.00	1	0.00

30	Power Distribution Units (PDU) Purchase	0.000	Each	0.00	1	0.00

31	Leased Power Distribution Units 1 Year	0.000	Month	0.00	1	0.00

32	Leased Power Distribution Units 5 Year	0.000	Month	0.00	1	0.00

Information:	
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FULLY EXECUTED
Contract Number: 4400024655
Original Contract Effective Date: 07/26/2021
Valid From: 08/01/2021 To: 07/31/2026

Supplier Name:
DATABANK HOLDINGS LTD
DBA DATABANK

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
33	Additional Negotiated Options One Time	0.000	Each	0.00	1	0.00
34	Additional Negotiated Options Monthly	0.000	Month	0.00	1	0.00
35	1 Time Only (CCR) Additions	0.000	Each	0.00	1	0.00
36	Monthly (CCR) Additions	0.000	Each	0.00	1	0.00

General Requirements for all Items:

Header Text

This contract is to be used for the procurement of data center services. This contract was awarded as part of RFP 6100050958.

All costs not indicated on a contract line must be found by viewing "03-Exhibit C - Final Negotiated Cost Submittal" 6/28/21 rsh

7.27.2021 – Contract manager contact info has been updated to DGS commodity specialist Raeden Hosler. rsh

8.30.2021 – Contract manager contact info has been updated to Thomas Schwartz. rsh

10.7.21 - Contract manager contact info has been updated to DGS commodity specialist Raeden Hosler. rsh

10.7.21 Added lines 35 and 36 to allow for product/service additions that occur through the Contract Change Request (CCR) process.rsh

2.28.23 - Contract Change requests 4 and 5 have been posted. rsh

12.29.2023 - Contract manager contact info has been updated to DGS commodity specialist Scott Cropper. sdc

No further information for this Contract

Information:



FULLY EXECUTED

Contract Number: 4400024655

Original Contract Effective Date: 07/26/2021

Valid From: 08/01/2021 To: 07/31/2026

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

Purchasing Agent

Name: Hosler Raeden

Phone: 717-787-4103

Fax:

Your SAP Vendor Number with us: 544477

Supplier Name/Address:

DATABANK HOLDINGS LTD
DBA DATABANK
400 S AKARD ST STE 100
DALLAS TX 75202-5326 US

Supplier Phone Number: 412-367-2473

Please Deliver To:

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

Contract Name:

Data Center Services

Payment Terms

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

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

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Custom Secure Cage Set-Up, up to 50 Cab	0.000	Each	25,446.82	1	0.00
2	50% of proposed floor space upgraded	0.000	Each	3,000.00	1	0.00
3	208 VAC 20 Amp Circuit (Single-Phase)	0.000	Each	400.00	1	0.00
4	208 VAC 30 Amp Circuit (Single-Phase)	0.000	Each	475.00	1	0.00
5	208 VAC 60 Amp Circuit (Single-Phase)	0.000	Each	700.00	1	0.00
6	208 VAC 30 Amp Circuit (Three-Phase)	0.000	Each	900.00	1	0.00

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____

**FULLY EXECUTED**

Contract Number: 4400024655

Original Contract Effective Date: 07/26/2021

Valid From: 08/01/2021 To: 07/31/2026

Supplier Name:

DATABANK HOLDINGS LTD

DBA DATABANK

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
7	208 VAC 50 Amp Circuit (Three-Phase)	0.000	Each	1,000.00	1	0.00
8	208 VAC 60 Amp Circuit (Three-Phase)	0.000	Each	1,000.00	1	0.00
9	110 VAC Circuit, terminated to 1 rec	0.000	Each	400.00	1	0.00
10	Cabinet Installation and Grounding Serv	0.000	Each	100.00	1	0.00
11	Reserve Power - 120kW Monthly	0.000	Month	18,600.00	1	0.00
	<i>Valid from 07/01/2021 to 06/30/2022</i>					
	Price(Contract/Bid) 18,600.00 USD 1 MON					
	<i>Valid from 07/01/2022 to 06/30/2023</i>					
	Price(Contract/Bid) 19,158.00 USD 1 MON					
	<i>Valid from 07/01/2023 to 06/30/2024</i>					
	Price(Contract/Bid) 19,732.74 USD 1 MON					
	<i>Valid from 07/01/2024 to 06/30/2025</i>					
	Price(Contract/Bid) 20,324.72 USD 1 MON					
	<i>Valid from 07/01/2025 to 06/30/2026</i>					
	Price(Contract/Bid) 20,934.46 USD 1 MON					
12	Reserve Power - 150kW Monthly	0.000	Month	22,500.00	1	0.00
	<i>Valid from 07/01/2021 to 06/30/2022</i>					
	Price(Contract/Bid) 22,500.00 USD 1 MON					
	<i>Valid from 07/01/2022 to 06/30/2023</i>					
	Price(Contract/Bid) 23,175.00 USD 1 MON					
	<i>Valid from 07/01/2023 to 06/30/2024</i>					
	Price(Contract/Bid) 23,870.25 USD 1 MON					
	<i>Valid from 07/01/2024 to 06/30/2025</i>					
	Price(Contract/Bid) 24,586.36 USD 1 MON					
	<i>Valid from 07/01/2025 to 06/30/2026</i>					
	Price(Contract/Bid) 25,323.95 USD 1 MON					
13	Reserve Power - 175kW Monthly	0.000	Month	25,375.00	1	0.00
	<i>Valid from 07/01/2021 to 06/30/2022</i>					
	Price(Contract/Bid) 25,375.00 USD 1 MON					
	<i>Valid from 07/01/2022 to 06/30/2023</i>					
	Price(Contract/Bid) 26,136.25 USD 1 MON					

Information:

**FULLY EXECUTED**

Contract Number: 4400024655

Original Contract Effective Date: 07/26/2021

Valid From: 08/01/2021 To: 07/31/2026

Supplier Name:

DATABANK HOLDINGS LTD

DBA DATABANK

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	<i>Valid from 07/01/2023 to 06/30/2024</i>					
	Price(Contract/Bid)	26,920.34	USD 1 MON			
	<i>Valid from 07/01/2024 to 06/30/2025</i>					
	Price(Contract/Bid)	27,727.95	USD 1 MON			
	<i>Valid from 07/01/2025 to 06/30/2026</i>					
	Price(Contract/Bid)	28,559.79	USD 1 MON			

14	Reserve Power - 200kW Monthly	0.000	Month	28,000.00	1	0.00
	<i>Valid from 07/01/2021 to 06/30/2022</i>					
	Price(Contract/Bid)	28,000.00	USD 1 MON			
	<i>Valid from 07/01/2022 to 06/30/2023</i>					
	Price(Contract/Bid)	28,840.00	USD 1 MON			
	<i>Valid from 07/01/2023 to 06/30/2024</i>					
	Price(Contract/Bid)	29,705.20	USD 1 MON			
	<i>Valid from 07/01/2024 to 06/30/2025</i>					
	Price(Contract/Bid)	30,596.36	USD 1 MON			
	<i>Valid from 07/01/2025 to 06/30/2026</i>					
	Price(Contract/Bid)	31,514.25	USD 1 MON			

15	Reserve Power - 225kW Monthly	0.000	Month	30,375.00	1	0.00
	<i>Valid from 07/01/2021 to 06/30/2022</i>					
	Price(Contract/Bid)	30,375.00	USD 1 MON			
	<i>Valid from 07/01/2022 to 06/30/2023</i>					
	Price(Contract/Bid)	31,286.25	USD 1 MON			
	<i>Valid from 07/01/2023 to 06/30/2024</i>					
	Price(Contract/Bid)	32,224.84	USD 1 MON			
	<i>Valid from 07/01/2024 to 06/30/2025</i>					
	Price(Contract/Bid)	33,191.58	USD 1 MON			
	<i>Valid from 07/01/2025 to 06/30/2026</i>					
	Price(Contract/Bid)	34,187.33	USD 1 MON			

16	Reserve Power - 250kW Monthly	0.000	Month	32,500.00	1	0.00
	<i>Valid from 07/01/2021 to 06/30/2022</i>					
	Price(Contract/Bid)	32,500.00	USD 1 MON			
	<i>Valid from 07/01/2022 to 06/30/2023</i>					
	Price(Contract/Bid)	33,475.00	USD 1 MON			
	<i>Valid from 07/01/2023 to 06/30/2024</i>					
	Price(Contract/Bid)	34,479.25	USD 1 MON			

Information:



FULLY EXECUTED

Contract Number: 4400024655

Original Contract Effective Date: 07/26/2021

Valid From: 08/01/2021 To: 07/31/2026

Supplier Name:

DATABANK HOLDINGS LTD

DBA DATABANK

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	<i>Valid from 07/01/2024 to 06/30/2025</i>					
	Price(Contract/Bid)	35,513.63	USD 1 MON			
	<i>Valid from 07/01/2025 to 06/30/2026</i>					
	Price(Contract/Bid)	36,579.04	USD 1 MON			

17	Kilowatt Hour Power Usage Actual Usage	0.000	Each	1.00	1	0.00

18	Remote Hands Service per hour	0.000	Hour	75.00	1	0.00

19	Cross Connect Services One-time Fiber	0.000	Each	75.00	1	0.00

20	Cross Connect Services Monthly Fiber	0.000	Month	150.00	1	0.00

21	Cross Connect Services One-time CAT 6	0.000	Each	75.00	1	0.00

22	Cross Connect Services Monthly CAT 6	0.000	Month	150.00	1	0.00

23	Cross Connect Services One-time POTS	0.000	Each	75.00	1	0.00

24	Cross Connect Services Monthly POTS	0.000	Month	150.00	1	0.00

25	Biometric Access Reader Setup	0.000	Each	250.00	1	0.00

26	Biometric Access Reader Monthly	0.000	Month	250.00	1	0.00

27	Cabinet Purchase Options	0.000	Each	0.00	1	0.00

28	Cabinet Lease Options Cabinet - 5 year	0.000	Month	0.00	1	0.00

29	Cabinet Lease Options - 1 Year Lease	0.000	Month	0.00	1	0.00

30	Power Distribution Units (PDU) Purchase	0.000	Each	0.00	1	0.00

31	Leased Power Distribution Units 1 Year	0.000	Month	0.00	1	0.00

32	Leased Power Distribution Units 5 Year	0.000	Month	0.00	1	0.00

Information:	
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FULLY EXECUTED
Contract Number: 4400024655
Original Contract Effective Date: 07/26/2021
Valid From: 08/01/2021 To: 07/31/2026

Supplier Name:
DATABANK HOLDINGS LTD
DBA DATABANK

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
33	Additional Negotiated Options One Time	0.000	Each	0.00	1	0.00
34	Additional Negotiated Options Monthly	0.000	Month	0.00	1	0.00
35	1 Time Only (CCR) Additions	0.000	Each	0.00	1	0.00
36	Monthly (CCR) Additions	0.000	Each	0.00	1	0.00

General Requirements for all Items:

Header Text

This contract is to be used for the procurement of data center services. This contract was awarded as part of RFP 6100050958.

All costs not indicated on a contract line must be found by viewing "03-Exhibit C - Final Negotiated Cost Submittal" 6/28/21 rsh

7.27.2021 – Contract manager contact info has been updated to DGS commodity specialist Raeden Hosler. rsh

8.30.2021 – Contract manager contact info has been updated to Thomas Schwartz. rsh

10.7.21 - Contract manager contact info has been updated to DGS commodity specialist Raeden Hosler. rsh

10.7.21 Added lines 35 and 36 to allow for product/service additions that occur through the Contract Change Request (CCR) process. rsh

3.1.22 Change notice 2 effective 11.12.21 and Change notice 3 effective 2.22.22. rsh

No further information for this Contract

Information:



FULLY EXECUTED

Contract Number: 4400024655

Original Contract Effective Date: 07/26/2021

Valid From: 08/01/2021 To: 07/31/2026

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

Purchasing Agent

Name: Schwartz Thomas

Phone: 717-346-3828

Fax: 717-783-6241

Your SAP Vendor Number with us: 544477

Supplier Name/Address:

DATABANK HOLDINGS LTD
DBA DATABANK
400 S AKARD ST STE 100
DALLAS TX 75202-5326 US

Supplier Phone Number: 412-367-2473

Please Deliver To:

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

Contract Name:

Data Center Services

Payment Terms

NET 30

Solicitation No.: Issuance Date:

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

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

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Custom Secure Cage Set-Up, up to 50 Cab	0.000	Each	25,446.82	1	0.00
2	50% of proposed floor space upgraded	0.000	Each	3,000.00	1	0.00
3	208 VAC 20 Amp Circuit (Single-Phase)	0.000	Each	400.00	1	0.00
4	208 VAC 30 Amp Circuit (Single-Phase)	0.000	Each	475.00	1	0.00
5	208 VAC 60 Amp Circuit (Single-Phase)	0.000	Each	700.00	1	0.00
6	208 VAC 30 Amp Circuit (Three-Phase)	0.000	Each	900.00	1	0.00

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____

**FULLY EXECUTED**

Contract Number: 4400024655

Original Contract Effective Date: 07/26/2021

Valid From: 08/01/2021 To: 07/31/2026

Supplier Name:

DATABANK HOLDINGS LTD

DBA DATABANK

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
7	208 VAC 50 Amp Circuit (Three-Phase)	0.000	Each	1,000.00	1	0.00
8	208 VAC 60 Amp Circuit (Three-Phase)	0.000	Each	1,000.00	1	0.00
9	110 VAC Circuit, terminated to 1 rec	0.000	Each	400.00	1	0.00
10	Cabinet Installation and Grounding Serv	0.000	Each	100.00	1	0.00
11	Reserve Power - 120kW Monthly	0.000	Month	18,600.00	1	0.00
	<i>Valid from 07/01/2021 to 06/30/2022</i>					
	Price(Contract/Bid) 18,600.00 USD 1 MON					
	<i>Valid from 07/01/2022 to 06/30/2023</i>					
	Price(Contract/Bid) 19,158.00 USD 1 MON					
	<i>Valid from 07/01/2023 to 06/30/2024</i>					
	Price(Contract/Bid) 19,732.74 USD 1 MON					
	<i>Valid from 07/01/2024 to 06/30/2025</i>					
	Price(Contract/Bid) 20,324.72 USD 1 MON					
	<i>Valid from 07/01/2025 to 06/30/2026</i>					
	Price(Contract/Bid) 20,934.46 USD 1 MON					
12	Reserve Power - 150kW Monthly	0.000	Month	22,500.00	1	0.00
	<i>Valid from 07/01/2021 to 06/30/2022</i>					
	Price(Contract/Bid) 22,500.00 USD 1 MON					
	<i>Valid from 07/01/2022 to 06/30/2023</i>					
	Price(Contract/Bid) 23,175.00 USD 1 MON					
	<i>Valid from 07/01/2023 to 06/30/2024</i>					
	Price(Contract/Bid) 23,870.25 USD 1 MON					
	<i>Valid from 07/01/2024 to 06/30/2025</i>					
	Price(Contract/Bid) 24,586.36 USD 1 MON					
	<i>Valid from 07/01/2025 to 06/30/2026</i>					
	Price(Contract/Bid) 25,323.95 USD 1 MON					
13	Reserve Power - 175kW Monthly	0.000	Month	25,375.00	1	0.00
	<i>Valid from 07/01/2021 to 06/30/2022</i>					
	Price(Contract/Bid) 25,375.00 USD 1 MON					
	<i>Valid from 07/01/2022 to 06/30/2023</i>					
	Price(Contract/Bid) 26,136.25 USD 1 MON					

Information:

**FULLY EXECUTED**

Contract Number: 4400024655

Original Contract Effective Date: 07/26/2021

Valid From: 08/01/2021 To: 07/31/2026

Supplier Name:

DATABANK HOLDINGS LTD

DBA DATABANK

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	<i>Valid from 07/01/2023 to 06/30/2024</i>					
	Price(Contract/Bid)	26,920.34	USD 1 MON			
	<i>Valid from 07/01/2024 to 06/30/2025</i>					
	Price(Contract/Bid)	27,727.95	USD 1 MON			
	<i>Valid from 07/01/2025 to 06/30/2026</i>					
	Price(Contract/Bid)	28,559.79	USD 1 MON			

14	Reserve Power - 200kW Monthly	0.000	Month	28,000.00	1	0.00
	<i>Valid from 07/01/2021 to 06/30/2022</i>					
	Price(Contract/Bid)	28,000.00	USD 1 MON			
	<i>Valid from 07/01/2022 to 06/30/2023</i>					
	Price(Contract/Bid)	28,840.00	USD 1 MON			
	<i>Valid from 07/01/2023 to 06/30/2024</i>					
	Price(Contract/Bid)	29,705.20	USD 1 MON			
	<i>Valid from 07/01/2024 to 06/30/2025</i>					
	Price(Contract/Bid)	30,596.36	USD 1 MON			
	<i>Valid from 07/01/2025 to 06/30/2026</i>					
	Price(Contract/Bid)	31,514.25	USD 1 MON			

15	Reserve Power - 225kW Monthly	0.000	Month	30,375.00	1	0.00
	<i>Valid from 07/01/2021 to 06/30/2022</i>					
	Price(Contract/Bid)	30,375.00	USD 1 MON			
	<i>Valid from 07/01/2022 to 06/30/2023</i>					
	Price(Contract/Bid)	31,286.25	USD 1 MON			
	<i>Valid from 07/01/2023 to 06/30/2024</i>					
	Price(Contract/Bid)	32,224.84	USD 1 MON			
	<i>Valid from 07/01/2024 to 06/30/2025</i>					
	Price(Contract/Bid)	33,191.58	USD 1 MON			
	<i>Valid from 07/01/2025 to 06/30/2026</i>					
	Price(Contract/Bid)	34,187.33	USD 1 MON			

16	Reserve Power - 250kW Monthly	0.000	Month	32,500.00	1	0.00
	<i>Valid from 07/01/2021 to 06/30/2022</i>					
	Price(Contract/Bid)	32,500.00	USD 1 MON			
	<i>Valid from 07/01/2022 to 06/30/2023</i>					
	Price(Contract/Bid)	33,475.00	USD 1 MON			
	<i>Valid from 07/01/2023 to 06/30/2024</i>					
	Price(Contract/Bid)	34,479.25	USD 1 MON			

Information:



FULLY EXECUTED

Contract Number: 4400024655

Original Contract Effective Date: 07/26/2021

Valid From: 08/01/2021 To: 07/31/2026

Supplier Name:

DATABANK HOLDINGS LTD

DBA DATABANK

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	<i>Valid from 07/01/2024 to 06/30/2025</i>					
	Price(Contract/Bid)	35,513.63	USD 1 MON			
	<i>Valid from 07/01/2025 to 06/30/2026</i>					
	Price(Contract/Bid)	36,579.04	USD 1 MON			

17	Kilowatt Hour Power Usage Actual Usage	0.000	Each	1.00	1	0.00

18	Remote Hands Service per hour	0.000	Hour	75.00	1	0.00

19	Cross Connect Services One-time Fiber	0.000	Each	75.00	1	0.00

20	Cross Connect Services Monthly Fiber	0.000	Month	150.00	1	0.00

21	Cross Connect Services One-time CAT 6	0.000	Each	75.00	1	0.00

22	Cross Connect Services Monthly CAT 6	0.000	Month	150.00	1	0.00

23	Cross Connect Services One-time POTS	0.000	Each	75.00	1	0.00

24	Cross Connect Services Monthly POTS	0.000	Month	150.00	1	0.00

25	Biometric Access Reader Setup	0.000	Each	250.00	1	0.00

26	Biometric Access Reader Monthly	0.000	Month	250.00	1	0.00

27	Cabinet Purchase Options	0.000	Each	0.00	1	0.00

28	Cabinet Lease Options Cabinet - 5 year	0.000	Month	0.00	1	0.00

29	Cabinet Lease Options - 1 Year Lease	0.000	Month	0.00	1	0.00

30	Power Distribution Units (PDU) Purchase	0.000	Each	0.00	1	0.00

31	Leased Power Distribution Units 1 Year	0.000	Month	0.00	1	0.00

32	Leased Power Distribution Units 5 Year	0.000	Month	0.00	1	0.00

Information:	
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**FULLY EXECUTED**

Contract Number: 4400024655

Original Contract Effective Date: 07/26/2021

Valid From: 08/01/2021 To: 07/31/2026

Supplier Name:

DATABANK HOLDINGS LTD

DBA DATABANK

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
33	Additional Negotiated Options One Time	0.000	Each	0.00	1	0.00
34	Additional Negotiated Options Monthly	0.000	Month	0.00	1	0.00

General Requirements for all Items:**Header Text**

This contract is to be used for the procurement of data center services. This contract was awarded as part of RFP 6100050958.

All costs not indicated on a contract line must be found by viewing "03-Exhibit C - Final Negotiated Cost Submittal" 6/28/21 rsh

7.27.2021 – Contract manager contact info has been updated to DGS commodity specialist Raeden Hosler. rsh

8.30.2021 – Contract manager contact info has been updated to Thomas Schwartz. rsh

No further information for this Contract

Information:

**CONTRACT
FOR
DATA CENTER SERVICES**

THIS CONTRACT for the provision of **Data Center Services** ("Contract") is entered into by and between the **Commonwealth of Pennsylvania**, acting through the Department of General Services ("DGS") and **DataBank Holdings, Ltd. ("Contractor")**.

WHEREAS, DGS issued a Request for Proposals for the Provision of **Data Center Services** for Commonwealth executive agencies, RFP No. **6100050958** ("RFP"); and

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

WHEREAS, Contractor's proposal was selected for the Best and Final Offer ("BAFO") phase of the RFP process; and

WHEREAS, in response to the DGS BAFO request, Contractor submitted a BAFO Cost Submittal; and

WHEREAS, DGS determined that Contractor's proposal, as revised by its BAFO Cost Submittal, was the most advantageous to the Commonwealth after taking into consideration all of the evaluation factors set forth in the RFP and selected Contractor for contract negotiations; and

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

EXHIBIT A – FINAL NEGOTIATED CONTRACT TERMS AND CONDITIONS

1. DEFINITIONS.

- (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) Commonwealth. The Commonwealth of Pennsylvania.
- (c) Contract. The integrated documents as defined in **Section 11, Order of Precedence**.
- (d) Contracting Officer. The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.
- (e) Data. Any recorded information, regardless of the form, the media on which it is recorded or the method of recording.
- (f) Days. Calendar days, unless specifically indicated otherwise.
- (g) Developed Works. All of the fully or partially complete property, whether tangible or intangible prepared by the Contractor for ownership by the Commonwealth in fulfillment of the requirements of this Contract, including but not limited to: documents; sketches; drawings; designs; works; papers; files; reports; computer programs; documentation; data; records; software; samples; literary works and other works of authorship. Developed Works include all material necessary to exercise all attributes of ownership or of the license granted in **Section 46, Ownership of Developed Works**.
- (h) Documentation. All materials required to support and convey information about the Services or Supplies required by this Contract, including, but not limited to: written reports and analyses; diagrams maps, logical and physical designs; system designs; computer programs; flow charts; and disks and/or other machine-readable storage media.
- (i) Expiration Date. The last valid date of the Contract, as indicated in the Contract documents to which these IT Contract Terms and Conditions are attached.
- (j) Purchase Order. Written authorization for Contractor to proceed to furnish Supplies or Services.
- (k) Proposal. Contractor’s response to a Solicitation issued by the Issuing Agency, as accepted by the Commonwealth.
- (l) Services. All Contractor activity necessary to satisfy the Contract.

EXHIBIT A – FINAL NEGOTIATED CONTRACT TERMS AND CONDITIONS

- (m) Software. A collection of one or more programs, databases or microprograms fixed in any tangible medium of expression that comprises a sequence of instructions (source code) to carry out a process in, or convertible into, a form executable by an electronic computer (object code).
- (n) Solicitation. A document issued by the Commonwealth to procure Services or Supplies, e.g., Request for Proposal; Request for Quotation; Supplier Pricing Request; or Invitation for Bid, including all attachments and addenda thereto.
- (o) Supplies. All tangible and intangible property including, but not limited to, materials and equipment provided by the Contractor to satisfy the Contract.

2. TERM OF CONTRACT.

- (a) Term. The term of the Contract shall commence on the Effective Date and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract.
- (b) Effective Date. The Effective Date shall be one of the following:
 - (i) the date the Contract has been fully executed by the Contractor and all approvals required by Commonwealth contracting procedures have been obtained; or
 - (ii) the date stated in the Contract, whichever is later.

3. COMMENCEMENT OF PERFORMANCE.

- (a) General. The Contractor shall not commence performance and the Commonwealth shall not be liable to pay the Contractor for any supply furnished or work performed or expenses incurred, until both of the following have occurred:
 - (i) the Effective Date has occurred; and
 - (ii) the Contractor has received a Purchase Order or other written notice to proceed signed by the Contracting Officer.
- (b) Prohibition Prior to Effective Date. No Commonwealth employee has the authority to verbally direct the commencement of any Service or delivery of any Supply under this Contract prior to the date performance may commence. The Contractor hereby waives any claim or cause of action for any Service performed or Supply delivered prior to the date performance may commence.

4. EXTENSION OF CONTRACT TERM.

EXHIBIT A – FINAL NEGOTIATED CONTRACT TERMS AND CONDITIONS

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

5. ELECTRONIC SIGNATURES.

- (a) The Contract and/or Purchase Orders may be electronically signed by the Commonwealth.
- (i) *Contract.* “Fully Executed” at the top of the first page of the Contract output indicates that the signatures of all the individuals required to bind the Commonwealth to the terms of the Contract have been obtained. If the Contract output form does not have “Fully Executed” at the top of the first page, the Contract has not been fully executed.
- (ii) *Purchase Orders.* The electronically-printed name of the Purchasing Agent on the Purchase Order indicates that all approvals required by Commonwealth contracting procedures have been obtained.
- (b) The Commonwealth and the Contractor specifically agree as follows:
- (i) *Written signature not required.* No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable.
- (ii) *Validity; admissibility.* The parties agree that no writing shall be required in order to make the Contract or Purchase Order legally binding, notwithstanding contrary requirements in any law or regulation. The parties hereby agree not to contest the validity or enforceability of the Contract executed electronically, 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 executed or 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 acknowledgement shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
- (c) Verification. 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.

EXHIBIT A – FINAL NEGOTIATED CONTRACT TERMS AND CONDITIONS

6. PURCHASE ORDERS.

- (a) Purchase Orders. The Commonwealth may issue Purchase Orders against the Contract or issue a Purchase Order as the Contract. These Purchase 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.
- (b) Electronic transmission. 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.
- (c) Receipt. Receipt of the electronic or facsimile transmission of the Purchase Order shall constitute receipt of a Purchase Order.
- (d) Received next business day. Purchase Orders received by the Contractor after 4 p.m. will be considered received the following business day.
- (e) Commonwealth Purchasing Card. The Contractor agrees to accept payment, under \$10,000, through the use of a Commonwealth Purchasing card.

7. CONTRACT SCOPE.

The Contractor agrees to furnish the requested Services and Supplies to the Commonwealth as such Services and Supplies are defined in this Contract.

8. ACCESS TO COMMONWEALTH FACILITIES.

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

9. NON-EXCLUSIVE CONTRACT.

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

10. INFORMATION TECHNOLOGY POLICIES.

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- (a) General. The Contractor shall comply with the IT standards and policies as set forth in Exhibit B – Attachment 3 ITPs Applicable to Contractor Services issued by the Governor’s Office of Administration, Office for Information Technology (located at <https://www.oa.pa.gov/Policies/Pages/itp.aspx>), including the accessibility standards set out in IT Policy ACC001, Accessibility Policy. The Contractor shall ensure that Services and Supplies procured under the Contract comply with the applicable standards. In the event such standards change during the Contractor’s performance, and the Commonwealth requests that the Contractor comply with the changed standard, then any incremental costs incurred by the Contractor to comply with such changes shall be paid for pursuant to a change order to the Contract.
- (b) Waiver. The Contractor may request a waiver from an Information Technology Policy (ITP) by providing detailed written justification as to why the ITP cannot be met. The Commonwealth may waive the ITP in whole, in part or conditionally, or require that the Contractor provide an acceptable alternative. Any Commonwealth waiver of the requirement must be in writing.

11. ORDER OF PRECEDENCE.

If any conflicts or discrepancies should arise in the terms and conditions of this Contract, or the interpretation thereof, the order of precedence shall be:

- (a) The Contract document containing the parties’ signatures;
- (b) The IT Contract Terms and Conditions;
- (c) The Request for Proposal; and
- (d) The Contractor’s Proposal.

12. CONTRACT INTEGRATION.

- (a) Final contract. This Contract constitutes the final, complete, and exclusive Contract between the parties, containing all the terms and conditions agreed to by the parties.
- (b) Prior representations. All representations, understandings, promises, and agreements pertaining to the subject matter of this Contract made prior to or at the time this Contract is executed are superseded by this Contract.
- (c) Conditions precedent. There are no conditions precedent to the performance of this Contract except as expressly set forth herein.
- (d) Sole applicable terms. No contract terms or conditions are applicable to this Contract except as they are expressly set forth herein.

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- (e) Other terms unenforceable. The Contractor may not require the Commonwealth or any user of the Services or Supplies acquired within the scope of this Contract to sign, click through, or in any other way agree to any terms associated with use of or interaction with those Services and/or Supplies, unless the Commonwealth has approved the terms in writing in advance under this Contract, and the terms are consistent with this Contract. Further, changes to terms may be accomplished only by processes set out in this Contract; no quotations, invoices, business forms or other documentation, or terms referred to therein, shall become part of this Contract merely by their submission to the Commonwealth or their ordinary use in meeting the requirements of this Contract. Any terms imposed upon the Commonwealth or a user in contravention of this subsection (e) must be removed at the direction of the Commonwealth and shall not be enforced or enforceable against the Commonwealth or the user.

13. PERIOD OF PERFORMANCE.

The Contractor, for the term of this Contract, shall complete all Services and provide all Supplies as specified under the terms of this Contract. In no event shall the Commonwealth be responsible or liable to pay for any Services or Supplies provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such Services or Supplies.

14. INDEPENDENT PRIME CONTRACTOR.

- (a) Independent contractor. In performing its obligations under the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth.
- (b) Sole point of contact. The Contractor will be responsible for all Services and Supplies 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.

15. SUBCONTRACTORS.

For the purpose of this Contract, a subcontractor is defined as an entity, other than the Contractor, that is providing direct contract services to the Commonwealth under this Contract or has physical or remote access to the Commonwealth's equipment or space. The Contractor may subcontract any portion of the Services or Supplies described in this Contract to third parties selected by Contractor and approved in writing by the Commonwealth, whose approval shall not be unreasonably withheld. Notwithstanding the above, if Contractor has disclosed the identity of subcontractor(s) together with the scope of work to be subcontracted in its Proposal, award of the Contract is deemed approval of all named subcontractors and a separate approval is not required. The existence of any subcontract shall not change the obligations of Contractor to the Commonwealth under this Contract. Upon request of the Commonwealth, the Contractor must provide the Commonwealth with an un-redacted copy of the subcontract agreement between the

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Contractor and the subcontractor. The Commonwealth reserves the right, for good cause, to require that the Contractor remove a subcontractor from the project. The Commonwealth will not be responsible for any costs incurred by the Contractor in replacing the subcontractor if good cause exists.

16. OTHER CONTRACTORS.

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 Services and/or its provision of Supplies 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 section shall be included in the Contracts of all contractors with which this Contractor will be required to cooperate. The Commonwealth shall equitably enforce this section as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

17. ENHANCED MINIMUM WAGE.

- (a) Enhanced Minimum Wage. Contractor/Lessor agrees to pay no less than \$12.00 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.
- (b) Adjustment. Beginning July 1, 2019, and annually thereafter, the minimum wage rate shall be increased by \$0.50 until July 1, 2024, when the minimum wage reaches \$15.00. Thereafter, the minimum wage rate would be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
- (c) Exceptions. These Enhanced Minimum Wage Provisions shall not apply to employees:
 - (i) exempt from the minimum wage under the Minimum Wage Act of 1968;
 - (ii) covered by a collective bargaining agreement;
 - (iii) required to be paid a higher wage under another state or federal law governing the services, including the *Prevailing Wage Act* and Davis-Bacon Act; or
 - (iv) required to be paid a higher wage under any state or local policy or ordinance.

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- (d) Notice. Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.
- (e) Records. Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
- (f) Sanctions. Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
- (g) Subcontractors. Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

18. COMPENSATION.

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

19. BILLING REQUIREMENTS.

- (a) Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Contractor shall include in all of its invoices the following minimum information:
 - (i) Vendor name and “Remit to” address, including SAP Vendor number;
 - (ii) SAP Purchase Order number;
 - (iii) Delivery Address, including name of Commonwealth agency;

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- (iv) Description of the supplies/services delivered in accordance with SAP Purchase Order (include Purchase Order line number if possible);
 - (v) Quantity provided;
 - (vi) Unit price;
 - (vii) Price extension;
 - (viii) Total price; and
 - (ix) Delivery date of supplies or services.
- (b) If an invoice does not contain the minimum information set forth in this section, and comply with the provisions located at <https://www.budget.pa.gov/Programs/Pages/E-Invoicing.aspx>, relating to the Commonwealth E-Invoicing Program, the Commonwealth may return the invoice as improper. If the Commonwealth returns an invoice as improper, the time for processing a payment will be suspended until the Commonwealth receives a correct invoice. The Contractor may not receive payment until the Commonwealth has received a correct invoice.

20. PAYMENT.

- (a) Payment Date. The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is:
- (i) the date on which payment is due under the terms of the Contract;
 - (ii) **thirty (30) days** after a proper invoice actually is received at the “Bill To” address if a date on which payment is due is not specified in the Contract (a “proper” invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or
 - (iii) the payment date specified on the invoice if later than the dates established by [paragraphs \(a\)\(i\) and \(a\)\(ii\)](#), above.
- (b) Delay; Interest. 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 **15 days** after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act of December 13, 1982, P.L. 1155, No. 266, 72 P. S. § [1507](#), (relating to interest penalties on Commonwealth accounts) and accompanying regulations 4 Pa. Code §§ [2.31—2.40](#) (relating to interest penalties for late payments to qualified small business concerns).

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- (c) Payment should not be construed by the Contractor as acceptance of the Service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications.

21. ELECTRONIC PAYMENTS.

- (a) The Commonwealth will make contract payments through the Automated Clearing House (ACH). Within **10 days** of award of the Contract, the Contractor must submit or must have already submitted its ACH information within its 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'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.

22. ASSIGNABILITY.

- (a) Subject to the terms and conditions of this section the Contract is binding upon the parties and their respective successors and assigns.
- (b) The Contractor may not assign, in whole or in part, the Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Commonwealth, which consent may be withheld at the sole and absolute discretion of the Commonwealth.
- (c) For the purposes of the Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, encumbrance, 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.
- (d) Any assignment consented to by the Commonwealth 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.
- (e) Notwithstanding the foregoing, the Contractor may, without the consent of the Commonwealth, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the

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Commonwealth together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of the Contract.

- (f) A change of name by the Contractor, following which the Contractor’s federal identification number remains unchanged, is not considered to be an assignment. The Contractor shall give the Commonwealth written notice of any such change of name.
- (g) Notwithstanding anything to the contrary contained in this Contract, Contractor may, without notice to the Commonwealth, assign this Contract to in whole or part to DB Data Center Pittsburgh, LLC (“DB Pittsburgh”). DB Pittsburgh will perform all Services in accordance with, and subject to, the terms and conditions of this Contract and the applicable Purchase Order. Contractor will act as agent of DB Pittsburgh, and in such capacity would continue to invoice the Commonwealth under this Contract, manage Purchase Order acceptance and Service delivery hereunder.

23. INSPECTION AND ACCEPTANCE.

- (a) Developed Works and Services.
 - (i) *Acceptance.* Acceptance of any Developed Work or Service will occur in accordance with an acceptance plan (Acceptance Plan) submitted by the Contractor and approved by the Commonwealth. Upon approval of the Acceptance Plan by the Commonwealth, the Acceptance Plan becomes part of this Contract.
 - (ii) *Software Acceptance Test Plan.* For contracts where the development of Software, the configuration of Software or the modification of Software is being inspected and accepted, the Acceptance Plan must include a Software Acceptance Test Plan. The Software Acceptance Test Plan will provide for a final acceptance test, and may provide for interim acceptance tests. Each acceptance test will be designed to demonstrate that the Software conforms to the functional specifications, if any, and the requirements of this Contract. The Contractor shall notify the Commonwealth when the Software is completed and ready for acceptance testing. The Commonwealth will not unreasonably delay commencement of acceptance testing.
 - (iii) If software integration is required at the end of the project, as set out in the Solicitation, the Commonwealth’s acceptance of the Software shall be final unless at the time of final acceptance, the Software does not meet the acceptance criteria set forth in the Contract.
 - (iv) If software integration is not required at the end of the project, as set out in the Solicitation, the Commonwealth’s acceptance of the Software shall be complete and final.
 - (v) *Certification of Completion.* The Contractor shall certify, in writing, to the

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Commonwealth when an item in the Acceptance Plan is completed and ready for acceptance. Unless otherwise agreed to by the Commonwealth in the Acceptance Plan, the acceptance period shall be **10 business days** for interim items and **30 business days** for final items. Following receipt of the Contractor's certification of completion of an item, the Commonwealth shall, either:

- (1) Provide the Contractor with Commonwealth's written acceptance of the work product; or
- (2) Identify to the Contractor, in writing, the failure of the work product to comply with the specifications, listing all such errors and omissions with reasonable detail.

(vi) *Deemed Acceptance.* If the Commonwealth fails to notify the Contractor in writing of any failures in the work product within the applicable acceptance period, the work product shall be deemed accepted.

(vii) *Correction upon Rejection.* Upon the Contractor's receipt of the Commonwealth's written notice of rejection, which must identify the reasons for the failure of the work product to comply with the specifications, the Contractor shall have **15 business days**, or such other time as the Commonwealth and the Contractor may agree is reasonable, within which to correct all such failures, and resubmit the corrected item, certifying to the Commonwealth, in writing, that the failures have been corrected, and that the items have been brought into compliance with the specifications. Upon receipt of such corrected and resubmitted items and certification, the Commonwealth shall have **30 business days** to test the corrected items to confirm that they are in compliance with the specifications. If the corrected items are in compliance with the specifications, then the Commonwealth shall provide the Contractor with its acceptance of the items in the completed milestone.

(viii) *Options upon Continued Failure.* If, in the opinion of the Commonwealth, the corrected items still contain material failures, the Commonwealth may either:

- (1) Repeat the procedure set forth above; or
- (2) Proceed with its rights under **Section 28, Termination**, except that the cure period set forth in **Subsection 28(c)** may be exercised in the Commonwealth's sole discretion.

(b) Supplies.

(i) *Inspection prior to Acceptance.* No Supplies received by the Commonwealth shall be deemed accepted until the Commonwealth has had a reasonable opportunity to inspect the Supplies.

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- (ii) *Defective Supplies.* Any Supplies discovered to be defective or that fail to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the Supplies or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection.
- (1) The Contractor shall remove rejected item(s) from the premises without expense to the Commonwealth within **15 days** after notification.
- (2) Rejected Supplies left longer than **30 days** will be regarded as abandoned, and the Commonwealth shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale which represents the Commonwealth's costs and expenses in regard to the storage and sale of the Supplies.
- (3) Upon notice of rejection, the Contractor shall immediately replace all such rejected Supplies with others conforming to the specifications and which are not defective. If the Contractor fails, neglects or refuses to do so, the Commonwealth may procure, in such manner as it determines, supplies similar or identical to the those that Contractor failed, neglected or refused to replace, 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.

24. DEFAULT.

The Commonwealth may, subject to the provisions of [Section 25, Notice of Delays](#), and [Section 66, Force Majeure](#), and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and, to the extent not cured by Contractor after thirty (30) days prior written notice, terminate (as provided in [Section 28, Termination](#)) the whole or any part of this Contract for any of the following reasons:

- (i) Failure to begin Services within any committed periods of time specified in the Contract or as otherwise agreed upon by the parties in writing;
- (ii) Material failure to perform the Services with sufficient labor, equipment, or material to insure the completion of the specified Services in accordance with the Contract terms;
- (iii) Unsatisfactory performance of the Services;
- (iv) Failure to meet requirements within any committed the time periods(s) specified in the Contract;

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- (v) Multiple failures over time of a single service level agreement or a pattern of failure over time of multiple service level agreements;
- (vi) Failure to provide a Supply or Service that conforms with the specifications referenced in the Contract;
- (vii) Failure or refusal to remove material, or remove, replace or correct any Supply rejected as defective or noncompliant;
- (viii) Discontinuance of Services without approval except as otherwise permitted by the Contract;
- (ix) Except as otherwise set forth in this Contract, failure to resume a Service, which has been discontinued, within a reasonable time after notice to do so;
- (x) Insolvency;
- (xi) Assignment made for the benefit of creditors;
- (xii) Failure or refusal, within **10 days** after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due subcontractors for materials furnished, labor supplied or performed, for equipment rentals or for utility services rendered;
- (xiii) Failure to protect, repair or make good any damage or injury to property;
- (xiv) Breach of any material provision of this Contract;
- (xv) Any material breach by Contractor of the security standards or procedures of this Contract;
- (xvi) Failure to materially comply with representations made in the Contractor's Proposal; or
- (xvii) Failure to comply with applicable industry standards, customs and practice.

25. NOTICE OF DELAYS.

Whenever the Contractor encounters any difficulty that delays or threatens to delay the timely performance of this Contract (including actual or potential labor disputes), the Contractor shall promptly give notice thereof in writing to the Commonwealth stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the Commonwealth of any rights or remedies to which it is entitled by law or pursuant to provisions of this Contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay. If an

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extension of the delivery schedule is granted, it will be done consistent with [Section 27, Changes](#).

26. CONDUCT OF SERVICES.

- (a) Following the Effective Date of the Contract, Contractor shall proceed diligently with all Services and shall perform such Services with qualified personnel, in accordance with the completion criteria set forth in the Contract.
- (b) In determining whether the Contractor has performed with due diligence under the Contract, it is agreed and understood that the Commonwealth may measure the amount and quality of the Contractor's effort against the representations made in the Contractor's Proposal. The Contractor's Services hereunder shall be monitored by the Commonwealth and the Commonwealth's designated representatives. If the Commonwealth reasonably determines that the Contractor has not performed with due diligence, the Commonwealth and the Contractor will attempt to reach agreement with respect to such matter. Failure of the Commonwealth or the Contractor to arrive at such mutual determinations shall be a dispute concerning a question of fact within the meaning of [Section 30, Contract Controversies](#).

27. CHANGES.

- (a) At any time during the performance of the Contract, the Commonwealth or the Contractor may request a change to the Contract. Contractor will make reasonable efforts to investigate the impact of the change request on the price, timetable, specifications, and other terms and conditions of the Contract. If the Commonwealth is the requestor of the change, the Contractor will inform the Commonwealth of any charges for investigating the change request prior to incurring such charges. If the Commonwealth and the Contractor agree on the results of the investigation and any necessary changes to the Contract, the parties must complete and execute a change order to modify the Contract and implement the change. The change order will be evidenced by a writing in accordance with the Commonwealth's change order procedures. No work may begin on the change order until the Contractor has received the executed change order. If the parties are not able to agree upon the results of the investigation or the necessary changes to the Contract, a Commonwealth-initiated change request will be implemented at Commonwealth's option and the Contractor shall perform the Services; and either party may elect to have the matter treated as a dispute between the parties under [Section 30, Contract Controversies](#). During the pendency of any such dispute, Commonwealth shall pay to Contractor any undisputed amounts.
- (b) Changes outside the scope of this Contract shall be accomplished through the Commonwealth's procurement procedures, and may result in an amended Contract or a new contract. No payment will be made for services outside of the scope of the Contract for which no amendment has been executed.

28. TERMINATION.

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(a) For Convenience.

- (i) The Commonwealth may terminate the Contract, or a Purchase Order issued against the Contract, in whole or in part, without cause by giving Contractor **90 days'** prior written notice (Notice of Termination) whenever the Commonwealth shall determine that such termination is in the best interest of the Commonwealth (Termination for Convenience). Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance under this Contract is terminated either in whole or in part and the date on which such termination becomes effective.

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

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

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

Failure to agree on any termination costs shall be a dispute handled in accordance with **Section 30, Contract Controversies**, of this Contract.

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

- (b) Non-Appropriation. Any payment obligation or portion thereof of the Commonwealth created by this Contract is conditioned upon the availability and appropriation of funds. When funds (state or federal) are not appropriated or otherwise made available to support continuation of performance or full

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performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the affected portions of this Contract. The Contractor shall be reimbursed in the same manner as that described in subsection (a) to the extent that appropriated funds are available.

- (c) Default. The Commonwealth may, in addition to its other rights under this Contract, terminate this Contract in whole or in part by providing written notice of default to the Contractor if the Contractor materially fails to perform its obligations under the Contract and does not cure such failure within **30 days**, or if a cure within such period is not practical, commence a good faith effort to cure such failure to perform within the specified period or such longer period as the Commonwealth may specify in the written notice specifying such failure, and diligently and continuously proceed to complete the cure. The Contracting Officer shall provide any notice of default or written cure notice for Contract terminations.
- (i) Subject to **Section 38, Limitation of Liability**, in the event the Commonwealth terminates this Contract in whole or in part as provided in this subsection (c), the Commonwealth may pursue all available remedies at law or in Equity subject to the terms of this Contract and may procure services similar to those so terminated, and the Contractor, in addition to liability for any liquidated damages, shall be liable to the Commonwealth for the difference between the Contract price for the terminated portion of the Services and the actual and reasonable cost (but in no event greater than the fair market value) of producing substitute equivalent services for the terminated Services for a period of three (3) years or the remainder of the Contract whichever is less. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this section.
- (ii) Nothing in this subsection (c) shall abridge the Commonwealth's right to suspend, debar or take other administrative action against the Contractor.
- (iii) If it is later determined that the Commonwealth erred in terminating the Contract for default, then the Contract shall be deemed to have been terminated for convenience under subsection (a).
- (iv) If this Contract is terminated as provided by this subsection (c), the Commonwealth may, in addition to any other rights provided in this subsection (c), and subject law and to other applicable provisions of this Contract, require the Contractor to deliver to the Commonwealth in the

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manner and to the extent directed by the Contracting Officer, such Software, Data, Developed Works, Documentation and other materials as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract as has been terminated.

- (d) The rights and remedies of the Commonwealth provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- (e) The Commonwealth's failure to exercise any rights or remedies provided in this section shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.
- (f) Following exhaustion of the Contractor's administrative remedies as set forth in **Section 30, Contract Controversies**, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

29. BACKGROUND CHECKS.

- (a) The Contractor, at its expense, must arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth IT facilities, which includes leased space by the Commonwealth within a contractor's facility, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <https://epatch.state.pa.us/Home.jsp>. The background check must be conducted prior to initial access and on an annual basis thereafter.
- (b) Before the Commonwealth will permit access to the Contractor, the Contractor must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that an employee of the Contractor or an employee of a subcontractor of the Contractor has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this section on more than one occasion or Contractor's failure to cure any single failure to the satisfaction of the Commonwealth may result in the Contractor being deemed in default of its Contract.
- (c) The Commonwealth specifically reserves the right of the Commonwealth to conduct or require background checks over and above that described herein.

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30. CONTRACT CONTROVERSIES.

- (a) Pursuant to Section 1712.1 of the *Commonwealth Procurement Code*, 62 Pa. C.S. § 1712.1, in the event of a claim arising from the Contract or a purchase order, the Contractor, within **six (6) months** after the cause of action accrues, must 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 **60 days** thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program, <https://www.ogc.pa.gov/Services%20to%20Agencies/Mediation%20Procedures/Pages/default.aspx>.
- (b) If the Contractor or the Contracting Officer requests mediation, and the other party agrees, the Contracting Officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required **120 days** after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the Contracting Officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within **120 days** of the receipt of the claim, unless extended by consent of the Contracting Officer and the Contractor. The Contracting Officer shall send his/her written determination to the Contractor. If the Contracting Officer fails to issue a final determination within the **120 days** (unless extended by consent of the parties), the claim shall be deemed denied. The Contracting Officer's determination shall be the final order of the purchasing agency.
- (c) Within **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 or Purchase Order 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 or Purchase Order.

31. CONFIDENTIALITY, PRIVACY AND COMPLIANCE.

- (a) General. 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. Unless the context otherwise clearly indicates the need for confidentiality, information is deemed confidential only when the party claiming confidentiality designates the information as "confidential" in such a way as to give notice to the other party (for

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example, notice may be communicated by describing the information, and the specifications around its use or disclosure, in the Solicitation or in the Proposal). Neither party may assert that information owned by the other party is such party's confidential information. Notwithstanding the foregoing, all Data provided by, or collected, processed, or created on behalf of the Commonwealth is Confidential Information unless otherwise indicated in writing.

- (b) Copying; Disclosure; Termination. The parties agree that 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 confidential information shall be marked by the party making the copy with any notices appearing in the original. Upon expiration or termination of this Contract or any license granted hereunder, the receiving party will return to the disclosing party, or certify as to the destruction of, all confidential information in the receiving party's possession, other than one copy (where permitted by law or regulation), which may be maintained for archival purposes only, and which will remain subject to this Contract's security, privacy, data retention/destruction and confidentiality provisions. A material breach of these requirements may result in termination for default pursuant to **Subsection 28(c)**, in addition to other remedies available to the non-breaching party.
- (c) Insofar as information is not otherwise protected by law or regulation, the obligations stated in this section do not apply to information:
- (i) already known to the recipient at the time of disclosure other than through the contractual relationship;
 - (ii) independently generated by the recipient and not derived from the information supplied by the disclosing party;
 - (iii) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
 - (iv) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
 - (v) required to be disclosed by the recipient by law, regulation, court order, or other legal process.

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

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- (d) The Contractor shall use the following process when submitting information to the Commonwealth it believes to be confidential and/or proprietary information or trade secrets:
- (i) Prepare and submit an un-redacted version of the appropriate document;
 - (ii) Prepare and submit a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret. The Contractor shall use a redaction program that ensures the information is permanently and irreversibly redacted; and
 - (iii) Prepare and submit a signed written statement that identifies confidential or proprietary information or trade secrets and that states:
 - (1) the attached material contains confidential or proprietary information or trade secrets;
 - (2) the Contractor is submitting the material in both redacted and un-redacted format, if possible, in accordance with 65 P.S. § 67.707(b); and
 - (3) the Contractor is requesting that the material be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.
- (e) Disclosure of Recipient or Beneficiary Information Prohibited. The Contractor shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a Commonwealth program affected by or benefiting from Services under the Contract for any purpose not connected with the Contractor's responsibilities, except with consent pursuant to applicable law or regulations. All material associated with direct disclosures of this kind (including the disclosed information) shall be provided to the Commonwealth prior to the direct disclosure.
- (f) Compliance with Laws. Contractor will comply with all applicable laws or regulations related to the use and disclosure of information, including information that constitutes Protected Health Information (PHI) as defined by the *Health Insurance Portability and Accountability Act* (HIPAA). If it is determined that a Business Associate Agreement is applicable to the Contract, the Contractor agrees to negotiate terms of a Business Associate Agreement, such as Attachment 1, which is incorporated into this Contract or a comparable version provided by the Contractor and approved by the Commonwealth.
- (g) Additional Provisions. Additional privacy and confidentiality requirements may be specified in the Contract.

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- (h) Restrictions on Use. All Data and all intellectual property provided to the Contractor pursuant to this Contract or collected or generated by the Contractor on behalf of the Commonwealth pursuant to this Contract shall be used only for the work of this Contract. No Data, intellectual property, Documentation or Developed Works may be used, disclosed, or otherwise opened for access by or to the Contractor or any third party unless directly related to and necessary under the Contract.

32. PCI SECURITY COMPLIANCE.

- (a) General. By providing the Services under this Contract, the Contractor may create, receive, or have access to credit card records or record systems containing cardholder data including credit card numbers (collectively the “Cardholder Data”). Contractor shall comply with the Payment Card Industry Data Security Standard (“PCI DSS”) requirements for Cardholder Data that are prescribed by the payment brands (including, but not limited to, Visa, MasterCard, American Express, and Discover), as they may be amended from time to time. The Contractor acknowledges and agrees that Cardholder Data may only be used as specifically agreed to, for purposes of this Contract or as required by applicable law or regulations.
- (b) Compliance with Standards. The Contractor shall conform to and comply with the PCI DSS standards as defined by The PCI Security Standards Council at: https://www.pcisecuritystandards.org/security_standards/index.php, as documented in the responsibilities matrix, and as subscribed to by the Commonwealth. The Contractor shall monitor these PCI DSS standards and will promptly notify the Commonwealth if its practices should not conform to such standards. The Contractor shall provide a letter of certification to attest to meeting this requirement within **seven (7) days** of the Contractor’s receipt of the annual PCI DSS compliance report.

33. DATA BREACH OR LOSS.

- (a) The Contractor shall comply with all applicable data protection, data security, data privacy and data breach notification laws, including but not limited to the *Breach of Personal Information Notification Act*, Act of December 22, 2005, P.L. 474, No. 94, as amended, 73 P.S. §§ 2301—2329.
- (b) For Data and Confidential Information in the possession, custody, and control of the Contractor or its employees, agents, and/or subcontractors:
- (i) The Contractor shall report unauthorized access, use, release, loss, destruction or disclosure of Data or Confidential Information (“Incident”) to the Commonwealth within **twenty-four (24) hours** of when the Contractor knows of or reasonably suspects such Incident, and the Contractor must immediately take all reasonable steps to mitigate any potential harm or

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further access, use, release, loss, destruction or disclosure of such Data or Confidential Information.

- (ii) The Contractor shall be reasonably responsible for any costs, losses, fines, or damages incurred by the Commonwealth due to Incidents that are attributed to a failure to comply with contracted services.
- (c) As to Data and Confidential Information fully or partially in the possession, custody, or control of the Contractor and the Commonwealth, the Contractor shall diligently perform all of the duties required in this section in cooperation with the Commonwealth, until the time at which a determination of responsibility for the Incident, and for subsequent action regarding the Incident, is made final.

34. INSURANCE.

- (a) General. Unless otherwise indicated in the Solicitation, the Contractor shall maintain at its expense and require its agents, contractors and subcontractors to procure and maintain, as appropriate, the following types and amounts of insurance, issued by companies acceptable to the Commonwealth and authorized to conduct such business under the laws of the Commonwealth:
 - (i) Workers' Compensation Insurance for all of the Contractor's employees and those of any subcontractor engaged in performing Services in accordance with the *Workers' Compensation Act*, Act of June 2, 1915, P.L. 736, No. 338, reenacted and amended June 21, 1939, P.L. 520, No. 281, as amended, 77 P.S. §§ 1—2708.
 - (ii) Commercial general liability insurance providing coverage from claims for damages for personal injury, death and property of others, including loss of use resulting from any property damage which may arise from its operations under this Contract, whether such operation be by the Contractor, by any agent, contractor or subcontractor, or by anyone directly or indirectly employed by either. The limits of such insurance shall be in an amount not less than **\$500,000** per person and **\$2,000,000** per occurrence, personal injury and property damage combined. Such policies shall be occurrence based rather than claims-made policies and shall name the Commonwealth of Pennsylvania as an additional insured, as its interests may appear. The insurance shall not contain any endorsements or any other form designed to limit and restrict any action by the Commonwealth as an additional insured against the insurance coverages in regard to the Services performed for or Supplies provided to the Commonwealth.
 - (iii) Professional and Technology-Based Services Liability Insurance (insuring against damages and claim expenses as a result of claims arising from any actual or alleged wrongful acts in performing cyber and technology activities) in the amount of **\$2,000,000**, per accident/occurrence/annual aggregate.

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- (iv) Professional Liability/Errors and Omissions Insurance in the amount of **\$2,000,000**, per accident/occurrence/annual aggregate, covering the Contractor, its employees, agents, contractors, and subcontractors in the performance of all services.
- (v) Network/Cyber Liability Insurance (including coverage for Professional and Technology-Based Services Liability if not covered under Company’s Professional Liability/Errors and Omissions Insurance referenced above) in the amount of **\$3,000,000**, per accident/occurrence/annual aggregate, covering the Contractor, its employees, agents, contractors, and subcontractors in the performance of all services.
- (b) Certificate of Insurance. Prior to commencing Services under the Contract, and annually thereafter, the Contractor shall provide the Commonwealth with a copy of each current certificate of insurance required by this section. These certificates shall contain a provision that coverages afforded under the policies will not be canceled or changed in such a way to cause the coverage to fail to comply with the requirements of this section until at least **15 days’** prior written notice has been given to the Commonwealth. Such cancellation or change shall not relieve the Contractor of its continuing obligation to maintain insurance coverage in accordance with this section.
- (c) Insurance coverage length. The Contractor agrees to maintain such insurance for the latter of the life of the Contract, or the life of any Purchase Orders issued under the Contract.

35. CONTRACTOR RESPONSIBILITY PROGRAM.

- (a) 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.
- (b) The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- (c) 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,

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or is subject to a duly approved deferred payment plan if such liabilities exist.

- (d) 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.
- (e) 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.
- (f) 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.
- (g) The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <https://www.dgs.pa.gov/Pages/default.aspx> 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

36. OFFSET PROVISION FOR COMMONWEALTH CONTRACTS.

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.

37. TAXES-FEDERAL, STATE AND LOCAL.

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. 23-7400001-K. With the exception of purchases of the

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following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas-guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania sales tax, local sales tax, public transportation assistance taxes, and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this section is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

38. LIMITATION OF LIABILITY.

- (a) General. The Contractor's liability to the Commonwealth under this Contract shall be limited to the greater of **\$250,000** or the value of the Services covered by this Contract during the 12 month period prior to the event giving rise to the damage claim. This limitation will apply, except as otherwise stated in this section, regardless of the form of action, whether in contract or in tort, including negligence. This limitation does not, however, apply to any damages:
- (i) for bodily injury;
 - (ii) for death;
 - (iii) for intentional injury;
 - (iv) for damage to real property or tangible personal property for which the Contractor is legally liable pursuant to this Contract;
 - (v) under **Section 42, Patent, Copyright, Trademark and Trade Secret Protection**;
 - (vi) under **Section 33, Data Breach or Loss**; or
 - (vii) under **Section 41, Virus, Malicious, Mischievous or Destructive Programming**.
- (b) The Contractor will not be liable for consequential or incidental damages, except for damages as set forth in **paragraphs (a)(i)—(vii)** above, or as otherwise specified in the Contract.

39. COMMONWEALTH HELD HARMLESS.

- (a) The Contractor shall indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the *Commonwealth Attorneys Act*, Act of October 15, 1980,

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P.L. 950, No. 164, as amended, 71 P.S. § 732-101—732-506, the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.

- (b) Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

40. SOVEREIGN IMMUNITY.

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

41. VIRUS, MALICIOUS, MISCHIEVOUS OR DESTRUCTIVE PROGRAMMING.

- (a) The Contractor shall be liable for any damages incurred by the Commonwealth if the Contractor or any of its employees, subcontractors or consultants introduces a virus or malicious, mischievous or destructive programming into the Commonwealth's software or computer networks and has failed to comply with the Commonwealth software security standards. The Commonwealth must demonstrate that the Contractor or any of its employees, subcontractors or consultants introduced the virus or malicious, mischievous or destructive programming. The Contractor's liability shall cease if the Commonwealth has not fully complied with its own software security standards.
- (b) The Contractor shall be liable for any damages incurred by the Commonwealth including, but not limited to, the expenditure of Commonwealth funds to eliminate or remove a computer virus or malicious, mischievous or destructive programming that results from the Contractor's failure to take proactive measures to keep virus or malicious, mischievous or destructive programming from originating from the Contractor or any of its employees, subcontractors or consultants through appropriate firewalls and maintenance of anti-virus software and software security updates (such as operating systems security patches, etc.).
- (c) In the event of destruction or modification of Software, the Contractor shall eliminate the virus, malicious, mischievous or destructive programming, restore the Commonwealth's software, and be liable to the Commonwealth for any resulting damages.
- (d) The Contractor shall be responsible for reviewing Commonwealth software security standards and complying with those standards.
- (e) The Commonwealth may, at any time, audit, by a means deemed appropriate by the Commonwealth, any computing devices being used by representatives of the

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Contractor to provide Services to the Commonwealth for the sole purpose of determining whether those devices have anti-virus software with current virus signature files and the current minimum operating system patches or workarounds have been installed. Devices found to be out of compliance will immediately be disconnected and will not be permitted to connect or reconnect to the Commonwealth network until the proper installations have been made.

- (f) The Contractor may use the anti-virus software used by the Commonwealth to protect Contractor's computing devices used in the course of providing services to the Commonwealth. It is understood that the Contractor may not install the software on any computing device not being used to provide services to the Commonwealth, and that all copies of the software will be removed from all devices upon termination of this Contract.
- (g) The Commonwealth will not be responsible for any damages to the Contractor's computers, data, software, etc. caused as a result of the installation of the Commonwealth's anti-virus software or monitoring software on the Contractor's computers.

42. PATENT, COPYRIGHT, TRADEMARK AND TRADE SECRET PROTECTION.

- (a) The Contractor shall hold the Commonwealth harmless from any suit or proceeding which may be brought by a third party against the Commonwealth, its departments, officers or employees for the alleged infringement of any United States or foreign patents, copyrights, trademarks or trade dress, or for a misappropriation of trade secrets arising out of performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by the Contractor, and in any such suit or proceeding will satisfy any final award for such infringement, including costs. The Commonwealth agrees to give Contractor prompt notice of any such claim of which it learns. Pursuant to the *Commonwealth Attorneys Act*, Act of October 15, 1980, P.L. 950, No. 164, as amended, 71 P.S. § 732-101—732-506, the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG, however, in its sole discretion and under the terms it deems appropriate, may delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits. No settlement that prevents the Commonwealth from continuing to use the Developed Works as provided herein shall be made without the Commonwealth's prior written consent. In all events, the Commonwealth shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing. It is expressly agreed by the Contractor that, in the event it requests that the Commonwealth provide support to the Contractor in defending any such claim, the Contractor shall reimburse the Commonwealth for all expenses (including attorneys' fees, if such are made necessary by the Contractor's request) incurred by the Commonwealth for such support. If OAG does not delegate the defense of the matter, the Contractor's obligation to indemnify ceases. The Contractor, at its expense, will provide whatever cooperation OAG requests in the defense of the suit.

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- (b) The Contractor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Contractor certifies that, in all respects applicable to this Contract, it has exercised and will continue to exercise due diligence to ensure that all works produced under this Contract do not infringe on the patents, copyrights, trademarks, trade dress, trade secrets or other proprietary interests of any kind which may be held by third parties. The Contractor also agrees to certify that work produced for the Commonwealth under this contract shall be free and clear from all claims of any nature.

- (c) If the defense of the suit is delegated to the Contractor, the Contractor shall pay all damages and costs awarded therein against the Commonwealth. If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization.

- (d) If, in the Contractor's opinion, the products, materials, reports, studies, or computer programs furnished hereunder are likely to or do become subject to a claim of infringement of a United States patent, copyright, trademark or trade dress, or for a misappropriation of trade secret, then without diminishing the Contractor's obligation to satisfy any final award, the Contractor may, at its option and expense:
 - (i) substitute functional equivalents for the alleged infringing products, materials, reports, studies, or computer programs; or
 - (ii) obtain the rights for the Commonwealth to continue the use of such products, materials, reports, studies, or computer programs.

- (e) If any of the products, materials, reports, studies, or computer programs provided by the Contractor are in such suit or proceeding held to constitute infringement and the use or publication thereof is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to publish or continue use of such infringing products, materials, reports, studies, or computer programs, replace them with non-infringing items, or modify them so that they are no longer infringing.

- (f) If the Contractor is unable to do any of the preceding, the Contractor agrees to pay the Commonwealth:
 - (i) any amounts paid by the Commonwealth less a reasonable amount based on the acceptance and use of the deliverable;
 - (ii) any license fee less an amount for the period of usage of any software; and
 - (iii) the prorated portion of any service fees representing the time remaining in any period of service for which payment was made.

- (g) Notwithstanding the above, the Contractor shall have no obligation for:
 - (i) modification of any product, service, or deliverable provided by the

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Commonwealth;

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

43. CONTRACT CONSTRUCTION.

The provisions of this Contract shall be construed in accordance with the provisions of all applicable laws and regulations of the Commonwealth. However, by executing this Contract, the Contractor agrees that it has and will continue to abide by the intellectual property laws and regulations of the United States of America.

44. USE OF CONTRACTOR AND THIRD PARTY PROPERTY.

- (a) Definitions.
- (i) “Contractor Property” refers to Contractor-owned tangible and intangible property.
 - (ii) “Third Party” refers to a party that licenses its property to Contractor for use under this Contract.
 - (iii) “Third Party Property” refers to property licensed by the Contractor for use in its work under this Contract.
- (b) Contractor Property shall remain the sole and exclusive property of the Contractor. Third Party Property shall remain the sole and exclusive property of the Third Party. The Commonwealth acquires rights to the Contractor Property and Third Party

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Property as set forth in this Contract.

- (i) Where the Contractor Property or Third Party Property is integrated into the Supplies or Services which are not Developed Works), or the Contractor Property is otherwise necessary for the Commonwealth to attain the full benefit of the Supplies or Services in accordance with the terms of the Contract, the Contractor hereby grants to the Commonwealth a non-exclusive, fully-paid up, worldwide license to use the Contractor Property as necessary to meet the requirements of the Contract, including the rights to reproduce, distribute, publicly perform, display and create derivative works of the Contractor Property. These rights are granted for a duration and to an extent necessary to meet the requirements under this Contract. If the Contractor requires a separate license agreement, such license terms shall include the aforementioned rights, be acceptable to the Commonwealth and will be separately negotiated and executed between the Commonwealth and the Contractor.
- (ii) If Third Party Property is integrated into the Supplies or Services which are not Developed Works, or the Third Party Property is otherwise necessary for the Commonwealth to attain the full benefit of the Supplies or Services in accordance with the terms of the Contract, the Contractor shall gain the written approval of the Commonwealth prior to the use of the Third Party Property or the integration of the Third Party Property into the Supplies or Services. Third Party Property approved by the Commonwealth is hereby licensed to the Commonwealth as necessary to meet the Contract requirements.
- (iii) If the Third Party requires a separate license agreement, the license terms shall be acceptable to the Commonwealth and will be separately negotiated and executed between the Commonwealth and the Third Party.
- (iv) If the use or integration of the Third Party Property is not approved in writing under this section, the Third Party Property shall be deemed to be licensed under [paragraph \(b\)\(i\)](#) above.
- (v) If the Contract expires or is terminated for default pursuant to [subsection 28\(c\)](#) before the Contract requirements are complete, all rights are granted for a duration and for purposes necessary to facilitate Commonwealth's or a Commonwealth-approved vendor's completion of the Supplies, Services or Developed Works under this Contract. The Contractor, in the form used by Contractor in connection with the Supplies, Services, or Developed Works, shall deliver to Commonwealth the object code version of such Contractor Property, the Third Party Property and associated licenses immediately prior to such expiration or termination to allow the Commonwealth to complete such work.
- (vi) Where third party users are reasonably anticipated by the Contract, all users are granted the right to access and use Contractor Property for the purposes

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of and within the scope indicated in the Contract.

- (c) The Commonwealth will limit its agents and contractors' use and disclosure of the Contractor Property as necessary to perform work on behalf of the Commonwealth.
- (d) The parties agree that the Commonwealth, by acknowledging the Contractor Property, does not agree to any terms and conditions of the Contractor Property agreements that are inconsistent with or supplemental to this Contract.
- (e) Reports. When a report is provided under this Contract, but was not developed specifically for the Commonwealth under this Contract, the ownership of the report will remain with the Contractor; provided, however, that the Commonwealth has the right to use, copy and distribute the report within the executive agencies of the Commonwealth.

45. USE OF COMMONWEALTH PROPERTY.

“Commonwealth Property” refers to Commonwealth-owned Software, Data and property (including intellectual property) and third party owned Software and property (including intellectual property) licensed to the Commonwealth.

- (a) Confidentiality of Commonwealth Property. All Commonwealth Property provided to the Contractor pursuant to this Contract or collected or generated by the Contractor on behalf of the Commonwealth pursuant to this Contract shall be considered confidential information under **Section 31, Confidentiality, Privacy, and Compliance.**
- (b) License grant and restrictions. During the term of this Contract, Commonwealth grants to Contractor and its subcontractors for the limited purpose of providing the Services covered under this Contract, a limited, nonexclusive, nontransferable, royalty-free right (subject to the terms of any third party agreement to which the Commonwealth is a party) to access, use, reproduce, and modify Commonwealth Property in accordance with the terms of the Contract. The Commonwealth's license to Contractor is limited by the terms of this Contract.
 - (i) The Contractor hereby assigns to the Commonwealth its rights, if any, in any derivative works resulting from Contractor's modification of the Commonwealth Intellectual Property. Contractor agrees to execute any documents required to evidence this assignment and to waive any moral rights and rights of attribution provided for in Section 106A of Title 17 of the United States Code, the *Copyright Act of 1976*, as amended.
 - (ii) Neither Contractor nor any of its subcontractors may decompile or reverse engineer, or attempt to decompile or reverse engineer, any of the Commonwealth Intellectual Property. Commonwealth hereby represents that it has the authority to provide the license grant and rights set forth in this section.

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- (c) Reservation of rights. All rights not expressly granted here to Contractor are reserved by the Commonwealth.
- (d) Termination of Commonwealth license grant.
- (i) *Rights Cease.* Upon the expiration or termination for any reason of Contractor's obligation to provide the Services under this Contract, all rights granted to Contractor under this section shall immediately cease.
- (ii) *Return Commonwealth Property.* Contractor shall, at no cost to Commonwealth, deliver to Commonwealth all of the Commonwealth Intellectual Property (including any related source code then in Contractor's possession or under its control) in the form in use as of the Effective Date of such expiration or termination (except that Commonwealth Data shall be turned over in a form acceptable to the Commonwealth).
- (iii) *List of utilized Commonwealth Property/Destruction.* Within **15 days** after termination, Contractor shall provide the Commonwealth with a current copy of the list of Commonwealth Intellectual Property in use as of the date of such expiration or termination. Concurrently therewith, Contractor shall destroy or erase all other copies of any of the Commonwealth Software then in Contractor's possession or under its control unless otherwise instructed by Commonwealth, in writing; provided, however, that Contractor may retain one archival copy of such Commonwealth Software, until final resolution of any actively asserted pending disputes between the Parties, such retention being for the sole purpose of resolving such disputes.
- (e) Effect of license grant termination. Consistent with the provisions of this section, Contractor shall refrain from manufacturing, copying, marketing, distributing or using any Commonwealth Software or any other work which incorporates the Commonwealth Software.
- (f) Commonwealth Property Protection.
- (i) Contractor acknowledges Commonwealth's exclusive right, title and interest, including without limitation copyright and trademark rights, in and to Commonwealth Data, Commonwealth Software and the Developed Works developed under the provisions of this Contract, and Contractor shall not, directly or indirectly, do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of said right, title, and interest, and shall not use or disclose the Commonwealth Data, Commonwealth Software or the Developed Works without Commonwealth's written consent, which consent may be withheld by the Commonwealth for any reason.
- (ii) Contractor shall not, in any manner, represent that Contractor has any ownership interest in the Commonwealth Data, Commonwealth Software or the Developed Works.

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46. OWNERSHIP OF DEVELOPED WORKS.

Unless otherwise specified in the Contract’s Statement of Work, ownership of all Developed Works shall be in accordance with the provisions set forth in this section.

(a) Rules for usage for Developed Works.

(i) *Property of Contractor.* If Developed Works modify, improve, contain, or enhance application software programs or other materials generally licensed by the Contractor, then such Developed Works shall be the property of the Contractor, and Contractor hereby grants Commonwealth an irrevocable, nonexclusive, worldwide, fully paid-up license (to include source code and relevant documentation) in perpetuity to use, modify, execute, reproduce, display, perform, prepare derivative works from and distribute, within the Commonwealth, such Developed Works.

(1) For purposes of distribution under the license grant created by this section, Commonwealth includes any government agency, department, instrumentality, division, unit or other office that is part of the Commonwealth of Pennsylvania, together with the State System of Higher Education (including any of its universities), any county, borough, commonwealth, city, municipality, town, township special purpose district, or other similar type of governmental instrumentality located within the geographical boundaries of the Commonwealth of Pennsylvania.

(2) If federal funds are used in creation of the Developed Works, the Commonwealth also includes any other state government as well as the federal government.

(ii) *Property of Commonwealth/licensor.* If the Developed Works modify, improve or enhance application software or other materials not licensed to the Commonwealth by the Contractor, then such modifications, improvements and enhancements shall be the property of the Commonwealth or its licensor.

(b) Copyright Ownership.

(i) *Works made for hire; general.* Except as indicated in [paragraph \(a\)\(i\)](#), above, Developed Works developed as part of the scope of work for the Project, including Developed Works developed by subcontractors, are the sole and exclusive property of the Commonwealth and shall be considered “works made for hire” under the *Copyright Act of 1976*, as amended, 17 United States Code.

(ii) *Assignment.* In the event that the Developed Works do not fall within the specifically enumerated works that constitute works made for hire under the United States copyright laws, Contractor agrees to assign and, upon their

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authorship or creation, expressly and automatically assigns, all copyright interests, proprietary rights, trade secrets, and other right, title, and interest in and to such Developed Works to Commonwealth. Contractor further agrees that it will have its subcontractors assign, and upon their authorship or creation, expressly and automatically assigns all copyright interest, proprietary rights, trade secrets, and other right, title, and interest in and to the Developed Works to the Commonwealth.

- (iii) *Rights to Commonwealth.* Commonwealth shall have all rights accorded an owner of copyright under the United States copyright laws including, but not limited to, the exclusive right to reproduce the Developed Works in multiple copies, the right to distribute copies by sales or other transfers, the right to register all copyrights in its own name as author in the United States and in foreign countries, the right to prepare derivative works based upon the Developed Works and the right to display the Developed Works.
 - (iv) *Subcontracts.* The Contractor further agrees that it will include the requirements of this section in any subcontractor or other agreement with third parties who in any way participate in the creation or development of Developed Works.
 - (v) *Completion or termination of Contract.* Upon completion or termination of this Contract, Developed Works, or completed portions thereof, shall immediately be delivered by Contractor to the Commonwealth.
 - (vi) *Warranty of noninfringement.* Contractor represents and warrants that the Developed Works are original and do not infringe any copyright, patent, trademark, or other intellectual property right of any third party and are in conformance with the intellectual property laws and regulations of the United States.
- (c) Patent ownership. Contractor and its subcontractors shall retain ownership to patentable items, patents, processes, inventions or discoveries (collectively, the Patentable Items) made by the Contractor during the performance of this Contract. Notwithstanding the foregoing, the Commonwealth shall be granted a nonexclusive, nontransferable, royalty free license to use or practice the Patentable Items. Commonwealth may disclose to third parties any such Patentable Items made by Contractor or any of its subcontractors under the scope of work for the Project that have been previously publicly disclosed. Commonwealth understands and agrees that any third party disclosure will not confer any license to such Patentable Items.
- (d) Federal government interests. Certain funding under this Contract may be provided by the federal government. Accordingly, the rights to Developed Works or Patentable Items of Contractors or subcontractors hereunder will be further subject to government rights as set forth in 37 C.F.R. [Part 401](#), as amended, and other applicable law or regulations.

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- (e) Usage rights. Except as otherwise covered by this section either Party, in the ordinary course of conducting business, may use any ideas, concepts, know-how, methodologies, processes, components, technologies, algorithms, designs, modules or techniques relating to the Services.
- (f) Contractor’s copyright notice obligations. Contractor will affix the following Copyright Notice to the Developed Works developed under this section and all accompanying documentation: “*Copyright © [year] by the Commonwealth of Pennsylvania. All Rights Reserved.*” This notice shall appear on all versions of the Developed Works delivered under this Contract and any associated documentation. It shall also be programmed into any and all Developed Works delivered hereunder so that it appears at the beginning of all visual displays of such Developed Works.

47. SOURCE CODE AND ESCROW ITEMS OBLIGATIONS.

- (a) Source code. Simultaneously with delivery of the Developed Works to Commonwealth, Contractor shall deliver a true, accurate and complete copy of all source codes relating to the Developed Works.
- (b) Escrow. To the extent that Developed Works and/or any perpetually-licensed software include application software or other materials generally licensed by the Contractor, Contractor agrees to place in escrow with an escrow agent copies of the most current version of the source code for the applicable software that is included as a part of the Services, including all updates, improvements, and enhancements thereof from time to time developed by Contractor.
- (c) Escrow agreement. An escrow agreement must be executed by the parties, with terms acceptable to the Commonwealth, prior to deposit of any source code into escrow.
- (d) Obtaining source code. Contractor agrees that upon the occurrence of any event or circumstance which demonstrates with reasonable certainty the inability or unwillingness of Contractor to fulfill its obligations to Commonwealth under this Contract, Commonwealth shall be able to obtain the source code of the then-current source codes related to Developed Works and/or any Contractor Property placed in escrow under [subsection \(b\)](#), above, from the escrow agent.

48. CONTRACTOR HOSTED SECURITY, LOCATION, STATUS AND DISPOSITION OF DATA.

Unless the Solicitation specifies otherwise:

- (i) All Data must be stored within the United States;
- (ii) The Contractor shall be responsible for maintaining the privacy, security and integrity of Data in the Contractor’s or its subcontractors’ possession;

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- (iii) All Data shall be provided to the Commonwealth upon request, in a form acceptable to the Commonwealth and at no cost;
- (iv) Any Data shall be destroyed by the Contractor at the Commonwealth’s request;
- (v) Any Data shall be held for litigation or public records purposes by the Contractor at the Commonwealth’s request, and in accordance with the security, privacy and accessibility requirements of this Contract; and
- (vi) The Contractor shall comply with the Requirements for Non-Commonwealth Hosted Applications/Services identified in Exhibit B – Attachment 5 Requirements for Non-Commonwealth Hosted Applications/Services Template.

49. PUBLICATION RIGHTS AND/OR COPYRIGHTS.

- (a) Except as otherwise provided in [Section 46, Ownership of Developed Works](#), the Contractor shall not publish any of the results of the work without the written permission of the Commonwealth. The publication shall include the following statement: “The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of the Commonwealth of Pennsylvania.” The Contractor shall not include in the documentation any copyrighted matter, unless the Contractor provides the Commonwealth with written permission of the copyright owner.
- (b) Except as otherwise provided in the Contract, the Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report or data designed or developed and delivered to the Commonwealth as part of the performance of the Contract.

50. INTENTIONALLY DELETED. RESERVED FOR NUMBERING PURPOSES.

51. OFFICIALS NOT TO BENEFIT.

No official or employee of the Commonwealth and no member of its General Assembly who exercises any functions or responsibilities under this Contract shall participate in any decision relating to this Contract which affects their personal interest or the interest of any corporation, partnership, or association in which they are, directly or indirectly, interested; nor shall any such official or employee of the Commonwealth or member of its General Assembly have any interest, direct or indirect, in this Contract or the proceeds thereof.

52. COMPLIANCE WITH LAWS.

- (a) The Contractor shall comply with all federal, state and local laws, regulations and

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policies applicable to its Services or Supplies, including, but not limited to, all statutes, regulations and rules that are in effect as of the Effective Date of the Contract and shall procure at its expense all licenses and all permits necessary for the fulfillment of its obligation.

- (b) If any existing law, regulation or policy is changed or if any new law, regulation or policy is enacted that affects the Services or Supplies provided under this Contract, the Parties shall modify this Contract, via **Section 27, Changes**, to the extent reasonably necessary to:
 - (i) Ensure that such Services or Supplies will be in full compliance with such laws, regulations and policies; and
 - (ii) Modify the rates applicable to such Services or Supplies, unless otherwise indicated in the Solicitation.

53. ***THE AMERICANS WITH DISABILITIES ACT.***

During the term of this Contract, the Contractor agrees as follows:

- (a) Pursuant to federal regulations promulgated under the authority of *The Americans With Disabilities Act*, 28 C.F.R. § 35.101, *et seq.*, the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under this Contract. As a condition of accepting and executing this Contract, the Contractor agrees to comply with the *General Prohibitions Against Discrimination*, 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of *The Americans With Disabilities Act* which are applicable to the 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 losses, damages, expenses claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of **subsection (a)**.

54. **EXAMINATION OF RECORDS.**

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- (a) The Contractor agrees to maintain, using its standard procedures, and in accordance with Generally Accepted Accounting Principles, books, records, documents, and other evidence pertaining to the charges under this Contract to the extent and in such detail as will properly reflect all charges for which reimbursement is claimed under the provisions of this Contract.
- (b) The Contractor agrees to make available at the office of the Contractor at all reasonable times, and upon reasonable written notice, during the term of this Contract and the period set forth in [subsection \(c\)](#) below, any of the records for inspection, audit, or reproduction by any authorized Commonwealth representative. To the extent allowed by applicable laws or regulations, the Commonwealth agrees to maintain any documents so provided in accordance with the confidentiality provisions in [Section 31, Confidentiality, Privacy and Compliance](#).
- (c) The Contractor shall preserve and make available its records for a period of **three (3) years** from the date of final payment under this Contract.
 - (i) If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of **three (3) years** from the date of any resulting final settlement.
 - (ii) Non-privileged records which relate to litigation or the settlement of claims arising out of the performance of this Contract, or charges under this Contract as to which exception has been taken by the auditors, shall be retained by the Contractor until such litigation, claims, or exceptions have been finally resolved.
- (d) Except for documentary evidence retained pursuant to [paragraph \(c\)\(ii\)](#) above, the Contractor may in fulfillment of its obligation to retain its records as required by this section substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of **two (2) years** following the last day of the month of reimbursement to the Contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the Commonwealth with the concurrence of its auditors.
- (e) The provisions of this section shall be applicable to and included in each subcontract hereunder.

55. SINGLE AUDIT ACT OF 1984.

In compliance with the *Single Audit Act of 1984*, as amended, the Contractor agrees to the following:

- (a) This Contract is subject to audit by federal and state agencies or their authorized representative in accordance with the auditing standards promulgated by the

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Comptroller General of the United States and specified in the most current version of *Government Auditing Standards* (Yellow Book).

- (b) The audit requirement of this Contract will be satisfied if a single audit is performed under the provisions of the *Single Audit Act of 1984*, as amended, 31 U.S.C. § 7501, *et seq.*, and all rules and regulations promulgated pursuant to the Act.
- (c) The Commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial/compliance, economy/efficiency, or program results nature, if deemed necessary.
- (d) The Contractor further agrees to comply with requirements that may be issued by the state agency upon receipt of additional guidance received from the federal government regarding the *Single Audit Act of 1984*, as amended.

56. AGENCY-SPECIFIC SENSITIVE AND CONFIDENTIAL COMMONWEALTH DATA (IF APPLICABLE).

- (a) Contractor understands that its level of access may allow or require it to view or access highly sensitive and confidential Commonwealth and third party data. This data is subject to various state and federal laws, regulations and policies that vary from agency to agency, and from program to program within an agency. If applicable, prior to deployment of the Supplies or Services, the Contractor agrees to negotiate and sign off on particular instructions and limitations, including but not limited to, as necessary, HIPAA Business Associate Agreements. This sign-off document, a sample of which is attached as **Attachment 2, Sample Sign-off Document**, will include a description of the nature of the data which may be implicated based on the nature of the Contractor's access, and will incorporate the Business Associate Agreement if it is applicable.
- (b) The Contractor hereby certifies and warrants that, after being informed by the Commonwealth agency of the nature of the data which may be implicated and prior to the deployment of the Supplies or Services, the Contractor is and shall remain compliant with all applicable state and federal laws, regulations and policies regarding the data's protection, and with the requirements memorialized in every completed and signed sign-off document. Every sign-off document completed by a Commonwealth agency and signed by at least one signatory authorized to bind the Contractor is valid and is hereby integrated and incorporated by reference into this Contract.
- (c) This section does not require a Commonwealth agency to exhaustively list the laws, regulations or policies to which implicated data is subject; the Commonwealth agency is obligated only to list the nature of the data implicated by the Contractor's access, to refer the Contractor to its privacy and security policies, and to specify

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requirements that are not otherwise inherent in compliance with applicable laws, regulations and policies.

- (d) The requirements of this section are in addition to and not in lieu of other requirements of this Contract, its Exhibits, Appendices and Attachments, having to do with data privacy and security, including but not limited to the requirement that the Contractor comply with all applicable Commonwealth ITPs, which can be found at <https://www.oa.pa.gov/Policies/Pages/itp.aspx>.
- (e) Contractor shall conduct additional background checks, in addition to those required in **Section 29, Background Checks**, as may be required by a Commonwealth agency in its sign-off documents. The Contractor shall educate and hold its agents, employees, contractors and subcontractors to standards at least as stringent as those contained in this Contract. The Contractor shall provide information regarding its agents, employees, contractors and subcontractors to the Commonwealth upon request.

57. FEDERAL REQUIREMENTS.

If applicable, the Contractor must receive and sign off on particular federal requirements that a Commonwealth agency may be required to include when utilizing federal funds to procure the Supplies and Services. This sign-off document, in addition to any applicable requirements of **Section 56, Agency-Specific Sensitive and Confidential Commonwealth Data**, will include a description of the required federal provisions, along with the applicable forms necessary for the Contractor and/or Software Licensor to execute, as necessary. Every sign-off document completed by a Commonwealth agency and signed by at least one signatory authorized to bind the Contractor is valid and is hereby integrated and incorporated by reference into this Contract. A sample sign-off document is attached to these Terms as **Attachment 2, Sample Sign-off Document**.

58. ADDITIONAL FEDERAL PROVISIONS.

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

59. ENVIRONMENTAL PROTECTION.

In carrying out this Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including the *Clean Streams Law*, Act of June 22, 1937 (P.L. 1987, No. 394), as amended, 35 P.S. §§ 691.1—691.801; the *Solid Waste Management Act*, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. §§ 6018.101—68.1003; and the *Dam Safety and Encroachment Act*, Act of November 26, 1978 (P.L. 1375, No. 325), as amended, 32 P.S. §§ 693.1—693.27.

60. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE.

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The Contractor agrees:

- (a) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act (PHRA)* and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- (b) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *PHRA* and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
- (c) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *PHRA* and applicable federal laws, in the provision of services under the contract.
- (d) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act, Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- (e) The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
- (f) The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of *PHRA* and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

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- (g) The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers’ subject to *Title VII* of the *Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- (h) The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- (i) The Contractor’s and each subcontractor’s obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- (j) The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

61. CONTRACTOR INTEGRITY PROVISIONS.

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

- (a) Definitions. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this section:
 - (i) “*Affiliate*” means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the

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voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

- (ii) “*Consent*” means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
 - (iii) “*Contractor*” means the individual or entity, that has entered into this contract with the Commonwealth.
 - (iv) “*Contractor Related Parties*” means any affiliates of the Contractor and the Contractor’s executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
 - (v) “*Financial Interest*” means either:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - (vi) “*Gratuity*” means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor’s Code of Conduct, Executive Order 1980-18*, the 4 Pa. Code § 7.153(b), shall apply.
 - (vii) “*Non-bid Basis*” means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- (b) In furtherance of this policy, Contractor agrees to the following:
- (i) Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
 - (ii) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor

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employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

- (iii) Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- (iv) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- (v) Contractor certifies to the best of its knowledge and belief that within the last **five (5) years** Contractor or Contractor Related Parties have not:
 - (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - (3) had any business license or professional license suspended or revoked;
 - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification

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

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

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

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

62. ASSIGNMENT OF RIGHTS UNDER THE ANTITRUST LAWS.

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

63. WARRANTIES.

Except as otherwise set forth in the Contract, the Contractor warrants that the Services, Supplies and Developed Works will conform in all material respects to the functional specifications for the Services, Supplies and Developed Works and/or the requirements of the Contract. The warranty period for the Services, Supplies and Developed Works shall be **90 days** from final acceptance. If third-party Services, Supplies or Developed Works are subject to a warranty that exceeds **90 days** from final acceptance, the longer warranty

EXHIBIT A – FINAL NEGOTIATED CONTRACT TERMS AND CONDITIONS

period shall apply. The Contractor shall correct any non-conformity within the warranty period specified herein.

- (a) Disruption. The Contractor hereby represents and warrants to the Commonwealth that the Contractor will not cause, or take any action that, directly or indirectly, may cause a disruption of the Commonwealth's operations.
- (b) Nonconformity. In the event of any nonconformity with the foregoing warranties, the Commonwealth will provide written notification of such nonconformity to the Contractor and the Contractor, at no cost to the Commonwealth, shall within **10 days'** notice of the nonconformity, commence work to remedy the nonconformity and shall work diligently, at no charge to the Commonwealth, until such time as the deliverable conforms, in all material respects, to the Service requirements and/or the functional specifications of the Developed Works set forth in this Contract. The Contractor shall have no obligation with respect to nonconformities arising out of:
- (i) Modifications to Developed Works made by the Commonwealth;
 - (ii) Use of the Developed Works not in accordance with the documentation or specifications applicable thereto;
 - (iii) Failure by the Commonwealth to implement any corrections or enhancements made available by the Contractor;
 - (iv) Combination of the Developed Works with any items not supplied or approved by the Contractor; or
 - (v) Failure of any software licensed under a separate license agreement to conform to its specifications or documentation.
- (c) Industry standards. The Contractor hereby represents and warrants to the Commonwealth that the Services shall be performed in accordance with industry standards using the utmost care and skill.
- (d) Right to perform. The Contractor hereby represents and warrants to the Commonwealth that the Contractor has the necessary legal rights, including licenses to third party products, tools or materials, to perform the Services and deliver the Developed Works under this Contract.
- (e) Sole warranties. THE FOREGOING EXPRESS WARRANTIES ARE THE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES AND NO OTHER WARRANTIES, EXPRESS OR IMPLIED, SHALL APPLY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

64. LIQUIDATED DAMAGES.

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- (a) By accepting this Contract, the Contractor agrees to the delivery and acceptance requirements of this Contract. If a due date is not met, the delay will interfere with the Commonwealth's program. In the event of any such delay, it would be impractical and extremely difficult to establish the actual damage for which the Contractor is the material cause. The Commonwealth and the Contractor therefore agree that in the event of any such delay, the amount of damage shall be the amount set forth in this section, unless otherwise indicated in the Contract, and agree that the Contractor shall pay such amount as liquidated damages, not as a penalty. Such liquidated damages are in lieu of all other damages arising from such delay.
- (b) The amount of liquidated damages shall be as set out in the Solicitation. If not amount is set out in the Solicitation, the amount of liquidated damages for failure to meet a due date shall be three-tenths of a percent (.3%) of the price of the deliverable for each calendar day following the scheduled completion date. If the price of the deliverable associated with the missed due date is not identified, liquidated damages shall apply to the total value of the Contract. Liquidated damages shall be assessed each calendar day until the date on which the Contractor meets the requirements for the deliverable associated with the mutually agreed upon due date (for example the completion date of the dedicated cage area), up to a maximum of **30 days**. If indicated in the Contract, the Contractor may recoup all or some of the amount of liquidated damages assessed if the Contractor meets the final project completion date set out in the Contract.
- (c) If, at the end of the **30-day** period specified in [subsection \(b\)](#) above, the Contractor still has not met the requirements for the deliverable associated with the due date, then the Commonwealth, at no additional expense and at its option, may either:
- (i) Immediately terminate the Contract in accordance with [Subsection 28\(c\)](#) and with no opportunity to cure; or
 - (ii) Order the Contractor to continue with no decrease in effort until the work is completed in accordance with the Contract and accepted by the Commonwealth or until the Commonwealth terminates the Contract. If the Contract is continued, any liquidated damages will also continue until the work is completed.
- (d) At the end of a calendar month, or at such other time(s) as identified in the Contract, liquidated damages shall be paid by the Contractor and collected by the Commonwealth by:
- (i) Deducting the amount from the invoices submitted under this Contract or any other contract Contractor has with the Commonwealth;
 - (ii) Collecting the amount through the performance security, if any; or
 - (iii) Billing the Contractor as a separate item.

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65. SERVICE LEVELS.

- (a) The Contractor shall comply with the procedures and requirements of the Service Level Agreements, if any, which are made part of this Contract.
- (b) Where there are expressly defined Service Levels, Contractor shall measure and report its performance against these standards on at least a monthly basis, except as may otherwise be agreed between the parties. Regardless of the presence or absence of expressly defined Service Levels, any failure to adequately or timely perform a Service may result in consequences under this Contract, up to and including Contract termination.
- (c) The Commonwealth's acceptance of any financial credit incurred by the Contractor in favor of the Commonwealth for a Service Level default ("Service Level Credit") shall not bar or impair Commonwealth's rights and remedies in respect of the failure or root cause as set forth elsewhere in this Contract, including without limitation other claims for liquidated damages, injunctive relief and termination rights; provided however, Service Level Credits paid would be credited against any such claims for damages.

66. FORCE MAJEURE.

- (a) Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.
- (b) The Contractor shall notify the Commonwealth orally within **five (5) days** and in writing within **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, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

EXHIBIT A – FINAL NEGOTIATED CONTRACT TERMS AND CONDITIONS

- (c) 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.

67. PUBLICITY/ADVERTISEMENT.

The Contractor shall not issue news releases, internet postings, advertisements, endorsements, or any other public communication without prior written approval of the Commonwealth, and then only in coordination with the Commonwealth. This includes the use of any trademark or logo.

68. TERMINATION ASSISTANCE.

- (a) Upon the Commonwealth's request, Contractor shall provide termination assistance services (Termination Assistance Services) directly to the Commonwealth, or to any vendor designated by the Commonwealth. The Commonwealth may request termination assistance from the Contractor upon full or partial termination of the Contract and/or upon the expiration of the Contract term, including any renewal periods. Contractor shall take all necessary and appropriate actions to accomplish a complete, timely and seamless transition of any Services from Contractor to the Commonwealth, or to any vendor designated by the Commonwealth, without material interruption of or material adverse impact on the Services. Contractor shall cooperate with the Commonwealth and any new contractor and otherwise promptly take all steps required or reasonably requested to assist the Commonwealth in effecting a complete and timely transition of any Services.
- (b) Such Termination Assistance Services shall first be rendered using resources included within the fees for the Services, provided that the use of such resources shall not adversely impact the level of service provided to the Commonwealth; then by resources already included within the fees for the Services, to the extent that the Commonwealth permits the level of service to be relaxed; and finally, using additional resources at costs determined by the Parties via [Section 27, Changes](#).

69. NOTICE.

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

70. [RIGHT-TO-KNOW LAW](#).

EXHIBIT A – FINAL NEGOTIATED CONTRACT TERMS AND CONDITIONS

- (a) The Pennsylvania *Right-to-Know Law*, 65 P.S. §§ 67.101—3104, *as amended*, (“RTKL”) applies to this Contract. For the purpose of this section, the term “the Commonwealth” shall refer to the contracting Commonwealth organization.
- (b) If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL that is related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- (c) Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
- (i) Provide the Commonwealth, within **10 days** after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 - (ii) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- (d) If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within **seven (7) 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.

EXHIBIT A – FINAL NEGOTIATED CONTRACT TERMS AND CONDITIONS

- (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.

71. GOVERNING LAW.

This Contract shall be interpreted in accordance with and governed by the laws of the Commonwealth of Pennsylvania, without giving effect to its conflicts of law provisions. Except as set forth in [Section 30, Contract Controversies](#), Commonwealth and Contractor agree that the courts of the Commonwealth of Pennsylvania and the federal courts of the Middle District of Pennsylvania shall have exclusive jurisdiction over disputes under this Contract and the resolution thereof. Any legal action relating to this Contract must be brought in Dauphin County, Pennsylvania, and the parties agree that jurisdiction and venue in such courts is appropriate.

72. CONTROLLING TERMS AND CONDITIONS.

The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the Commonwealth. Other terms and conditions or additional terms and conditions included or referenced in the Contractor’s website, quotations, invoices, business forms, click-through agreements, 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.

73. SMALL DIVERSE BUSINESS/SMALL BUSINESS COMMITMENT.

The Contractor shall meet and maintain the commitments to small diverse businesses in the Small Diverse Business and Small Business (“SDB/SB”) portion of its Proposal. Any proposed change to a SDB/SB commitment must be submitted to the DGS Bureau of

EXHIBIT A – FINAL NEGOTIATED CONTRACT TERMS AND CONDITIONS

Diversity, Inclusion and Small Business Opportunities (“BDISBO”), which will make a recommendation as to a course of action to the Commonwealth Contracting Officer. Contractor shall complete the Prime Contractor’s Quarterly Utilization Report and submit it to the Commonwealth Contracting Officer and BDISBO within **10 business days** at the end of each calendar quarter that the Contract is in effect.

74. POST-CONSUMER RECYCLED CONTENT; RECYCLED CONTENT ENFORCEMENT.

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>.

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.

75. SURVIVAL.

Sections [11](#), [30](#), [31](#), [33](#), [37](#), [38](#), [39](#), [41](#), [42](#), [45](#), [46](#), [47](#), [48](#), [49](#), [52](#), [54](#), [55](#), [56](#), [63](#), [67](#), [69](#), [70](#), [71](#) and [75](#) and any right or obligation of the parties in this Contract which, by its express terms or nature and context is intended to survive termination or expiration of this Contract, will survive any such termination or expiration shall survive the expiration or termination of the Contract.

Attachment 1

COMMONWEALTH OF PENNSYLVANIA BUSINESS ASSOCIATE AGREEMENT

Health Insurance Portability and Accountability Act (HIPAA) Compliance

WHEREAS, the [*name of program and/or Department*] (**Covered Entity**) and the **Contractor (Business Associate)**, intend to protect the privacy and security of certain Protected Health Information (PHI) to which Business Associate may have access in order to provide goods or services to or on behalf of Covered Entity, in accordance with the *Health Insurance Portability and Accountability Act of 1996*, as amended, Pub. L. No. 104-191 (HIPAA), the *Health Information Technology for Economic and Clinical Health (HITECH) Act*, as amended, Title XIII of Division A and Title IV of Division B of the *American Recovery and Reinvestment Act of 2009* (ARRA), as amended, Pub. L. No. 111-5 (Feb. 17, 2009) and related regulations, the HIPAA Privacy Rule (Privacy Rule), 45 C.F.R. Parts 160 and 164, as amended, the HIPAA Security Rule (Security Rule), 45 C.F.R. Parts 160, 162 and 164, as amended, 42 C.F.R. §§ 431.301—431.302, 42 C.F.R. Part 2, 45 C.F.R. § 205.50, 42 U.S.C. § 602(a)(1)(A)(iv), 42 U.S.C. § 1396a(a)(7), 35 P.S. § 7607, 50 Pa. C.S. § 7111, 71 P.S. § 1690.108(c), 62 P.S. § 404, 55 Pa. Code Chapter 105, 55 Pa. Code Chapter 5100, the Pennsylvania *Breach of Personal Information Notification Act*, Act of December 22, 2005, P.L. 474, No. 94, as amended, 73 P.S. §§ 2301—2329, and other relevant laws, including subsequently adopted provisions applicable to use and disclosure of confidential information, and applicable agency guidance; and

WHEREAS, Business Associate may receive PHI from Covered Entity, or may create or obtain PHI from other parties for use on behalf of Covered Entity, which PHI may be handled, used or disclosed only in accordance with this Business Associate Agreement (BAA), the Underlying Agreement and the standards established by HIPAA, the HITECH Act and related regulations, and other applicable laws and agency guidance.

NOW, THEREFORE, Covered Entity and Business Associate agree as follows:

1. Definitions.

- (a) “**Business Associate**” shall have the meaning given to such term under HIPAA, the HITECH Act and related regulations, the Privacy Rule, the Security Rule and agency guidance.
- (b) “**Business Associate Agreement**” or “**BAA**” shall mean this Agreement.
- (c) “**Covered Entity**” shall have the meaning given to such term under HIPAA, the HITECH Act and related regulations, the Privacy Rule, the Security Rule and agency guidance.
- (d) “**HIPAA**” shall mean the Health Insurance Portability and Accountability Act of 1996, as amended, Pub. L. No. 104-191.

- (e) “**HITECH Act**” shall mean the Health Information Technology for Economic and Clinical Health (HITECH) Act, as amended, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009).
- (f) “**Privacy Rule**” shall mean the standards for privacy of individually identifiable health information in 45 C.F.R. Parts 160 and 164, as amended, and related agency guidance.
- (g) “**Protected Health Information**” or “**PHI**” shall have the meaning given to such term under HIPAA, the HITECH Act and related regulations, the Privacy Rule, the Security Rule (all as amended) and agency guidance.
- (h) “**Security Rule**” shall mean the security standards in 45 C.F.R. Parts 160, 162 and 164, as amended, and related agency guidance.
- (i) “**Underlying Agreement**” shall mean Contract/Purchase Order # _____.
- (j) “**Unsecured PHI**” shall mean PHI that is not secured through the use of a technology or methodology as specified in HITECH Act regulations, as amended, and agency guidance or as otherwise defined in the HITECH Act, as amended.

2. **Changes in Law.**

Business Associate agrees that it will comply with any changes in the HIPAA Rules by the compliance date established by any such changes and will provide the Covered Entity with written certification of such compliance.

3. **Stated Purposes for Which Business Associate May Use or Disclose PHI.**

Except as otherwise limited in this BAA, Business Associate shall be permitted to use or disclose PHI provided by or obtained by or obtained on behalf of Covered Entity to perform those functions, activities, or services for, or on behalf of, Covered Entity which are specified in Appendix A to this BAA, provided that such use or disclosure would not violate the HIPPA Rules if done by Covered Entity. Business Associate agrees to make uses, disclosures and requests for PHI consistent with Covered Entity’s minimum policies and procedures.

4. **Additional Purposes for Which Business Associate May Use or Disclose Information.**

Business Associate shall not use or disclose PHI provided by, or created or obtained on behalf of, Covered Entity for any other purposes except as required by law. Business Associate shall not use PHI to de-identify the information in accordance with 45 CFR § 164.514 (a)—(c) without the Covered Entity’s express written authorization(s). Business

Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

5. Business Associate Obligations.

- (a) **Limits on Use and Further Disclosure Established by Business Associate Agreement and Law.** Business Associate hereby agrees that the PHI provided by, or created or obtained on behalf of, Covered Entity shall not be further used or disclosed other than as permitted or required by BAA or as required by law.
- (b) **Appropriate Safeguards.** Business Associate shall establish and maintain appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this BAA that reasonably and appropriately protects the confidentiality, integrity, and availability of the PHI that is created, received, maintained, or transmitted on behalf of the Covered Entity as required by [Subpart C](#) of 45 CFR Part 164. Appropriate safeguards shall include but are not limited to implementing:
- (i) administrative safeguards required by 45 CFR § [164.308](#);
 - (ii) physical safeguards as required by 45 CFR § [164.310](#);
 - (iii) technical safeguards as required by 45 CFR § [164.312](#); and
 - (iv) policies and procedures and document requirements as required by 45 CFR § [164.316](#).
- (c) **Training and Guidance.** Business Associate shall provide annual training to relevant contractors, Subcontractors, employees, agents and representatives on how to prevent the improper use or disclosure of PHI. Business Associate shall also comply with annual guidance on the most effective and appropriate technical safeguards issued by the Secretary of Health and Human Services.
- (d) **Reports of Improper Use or Disclosure or Breach.** Business Associate hereby agrees that it shall notify the Covered Entity's Project Officer and the Covered Entity's Legal Office within **two (2) days** of discovery of any use or disclosure of PHI not provided for or allowed by this BAA, including breaches of unsecured PHI as required by 45 CFR § [164.410](#). Such notification shall be written and shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during the improper use or disclosure or Breach. Business Associate shall furnish Covered Entity with any other available information that Covered Entity is required to include in its notification to individuals under 45 CFR § [164.404\(c\)](#) at the time of Business Associate's notification to Covered Entity or promptly thereafter as such information becomes available. An improper use or disclosure or Breach shall be treated as discovered by the Business Associate on the **first day**

on which it is known to the Business Associate (including any person, other than the individual committing the breach, that is an employee, officer, or other agent of the Business Associate) or should reasonably have been known to the Business Associate to have occurred.

- (e) Business Associate agrees that if any of its employees, agents, contractors, subcontractors or representatives use or disclose PHI received from, or created or received on behalf of, Covered Entity, or any derivative de-identified information, Business Associate shall ensure that such employees, agents, contractors, subcontractors and representatives shall receive training on Business Associate's procedure for compliance with the HIPAA Rules. Business Associate Agrees that if any of its employees, agents, contractors, subcontractors or representatives use or disclose PHI received from, or created or received on behalf of, Covered Entity, or any derivative de-identified information in a manner not provided for in this BAA, Business Associate shall ensure that such employees, agents, contractors, subcontractors and representatives are sanctioned or prevented from accessing any PHI Business Associate receives from, or creates or receives on behalf of Covered Entity. Use or disclosure of PHI in a manner contrary to the terms of this BAA shall constitute a material breach of the Underlying Agreement.

- (f) **Contractors, Subcontractors, Agents and Representatives.** In accordance with 45 CFR § 164.502(e)(1)(ii) and 45 CFR § 164.308(b)(2), if applicable, ensure that any contractors, subcontractors, agents and representatives that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information. The existence of any contractors, subcontractors, agents and representatives shall not change the obligations of Business Associate to the Covered Entity under this BAA.

- (g) **Reports of Security Incidents.** Business Associate hereby agrees that it shall notify, in writing, the Department's Project Officer within **two (2) days** of discovery of any Security Incident at the time of Business Associate's notification to Covered Entity or promptly thereafter as such information becomes available.

- (h) **Right of Access to PHI.** Business Associate hereby agrees to allow an individual who is the subject of PHI maintained in a designated record set, to have access to and copy that individual's PHI within **10 business days** of receiving a written request from the Covered Entity or an authorized individual in accordance with the HIPAA Rules. Business Associate shall provide PHI in the format requested, unless it cannot readily be produced in such format, in which case it shall be provided in standard hard copy. If any individual requests from Business Associate or its contractors, subcontractors, agents or representatives, access to PHI, Business Associate shall notify Covered Entity of same within **five (5) business days**. Business Associate shall further conform with and meet all of the requirements of 45 CFR § 164.524.

- (i) **Amendment and Incorporation of Amendments.** Within **five (5) business days** of receiving a request from Covered Entity or from the individual for an amendment of PHI maintained in a designated record set, Business Associate shall make the PHI available to the Covered Entity and incorporate the amendment to enable Covered Entity to comply with 45 CFR § 164.526. If any individual requests an amendment from Business Associate or its contractors, subcontractors, agents or representatives, Business Associate shall notify Covered Entity of same within **five (5) business days**.
- (j) **Provide Accounting of Disclosures.** Business Associate agrees to maintain a record of all disclosures of PHI in accordance with 45 CFR § 164.528. Such records shall include, for each disclosure, the date of the disclosure, the name and address of the recipient of the PHI, a description of the PHI disclosed, the name of the individual who is the subject of the PHI disclosed, the purpose of the disclosure, and shall include disclosures made on or after the date which is **six (6) years** prior to the request. Business Associate shall make such record available to the individual or the Covered Entity within **10 business days** of a request for an accounting of disclosures and in accordance with 45 CFR § 164.528.
- (k) **Access to Books and Records.** Business Associate hereby agrees to make its internal practices, books, and records relating to the use or disclosure of PHI received from, created or received by Business Associate on behalf of the Covered Entity, available to the Covered Entity and the Secretary of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules.
- (l) **Return or Destruction of PHI.** At termination of this BAA, Business Associate hereby agrees to return or destroy all PHI provided by or obtained on behalf of Covered Entity. Business Associate agrees not to retain any copies of the PHI after termination of this BAA. If return or destruction of the PHI is not feasible, Business Associate agrees to extend the protections of this BAA to limit any further use or disclosure until such time as the PHI may be returned or destroyed. If Business Associate elects to destroy the PHI, it shall certify to Covered Entity that the PHI has been destroyed.
- (m) **Maintenance of PHI.** Notwithstanding [subsection 5\(l\)](#) of this BAA, Business Associate and its contractors, subcontractors, agents and representatives shall retain all PHI throughout the term of the Underlying Agreement and shall continue to maintain the information required under [subsection 5\(j\)](#) of this BAA for a period of **six (6) years** after termination of the Underlying Agreement, unless Covered Entity and Business Associate agree otherwise.
- (n) **Mitigation Procedures.** Business Associate agrees to establish and to provide to Covered Entity upon request, procedures for mitigating, to the maximum extent practicable, any harmful effect from the use or disclosure of PHI in a manner contrary to this BAA or the HIPAA Rules. Business Associate further agrees to

mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this BAA or the Privacy Rule.

- (o) **Sanction Procedures.** Business Associate agrees that it shall develop and implement a system of sanctions for any contractor, Subcontractor, employee, agent and representative who violates this BAA or the HIPAA Rules.
- (p) **Application of Civil and Criminal Penalties.** All Civil and Criminal Penalties under the HIPAA Rules shall apply to Business Associate's violation of any provision contained in the HIPAA Rules.
- (q) **Breach Notification.** Business Associate shall comply with the Breach notification requirements of 45 CFR [Part 164](#). In the event of a Breach requiring indemnification in accordance with [subsection 5\(v\)](#), below, Covered Entity may elect to directly comply with Breach notification requirements or require Business Associate to comply with all Breach notifications requirements of 45 CFR [Part 164](#) on behalf of Covered Entity. If Covered Entity requires Business Associate to comply with Breach notification requirements, Business Associate shall provide Covered Entity with a detailed weekly, written report, starting one week following discovery of the Breach. The report shall include, at a minimum, Business Associate's progress regarding Breach notification and mitigation of the Breach. If Covered Entity elects to directly meet the requirements of 45 CFR [Part 164](#), Business Associate shall be financially responsible to Covered Entity for all resulting costs and fees incurred by Covered Entity, including, but not limited to, labor, materials, or supplies. Covered Entity may at its sole option:
 - (i) Offset amounts otherwise due and payable to Business Associate under the Underlying Agreement; or
 - (ii) Seek reimbursement of or direct payment to a third party of Covered Entity's costs and fees incurred under this subsection.

Business Associate shall make payment to Covered Entity (or a third party as applicable) within **30 days** from the date of Covered Entity's written notice to Business Associate.

- (r) **Grounds for Breach.** Any non-compliance by Business Associate with this BAA or the HIPAA Rules will automatically be considered to be a breach of the Underlying Agreement.
- (s) **Termination by Commonwealth.** Business Associate authorizes termination of this BAA or Underlying Agreement by the Commonwealth if the Commonwealth determines, in its sole discretion that the Business Associate has violated a material term of this BAA.

- (t) **Failure to Perform Obligations.** In the event Business Associate including its contractors, Subcontractors, agents and representatives fails, to perform its obligations under this BAA, Covered Entity may immediately discontinue providing PHI to Business Associate. Covered Entity may also, at its option, require Business Associate to submit to a plan of compliance, including monitoring by Covered Entity and reporting by Business Associate, as Covered Entity in its sole discretion determines to be necessary to maintain compliance with this BAA and applicable law.
- (u) **Privacy Practices.** The Covered Entity will provide, and Business Associate shall immediately begin using and/or distributing to clients, any applicable form, including but not limited to, any form used for Notice of Privacy Practices, Accounting for Disclosures, or Authorization, upon the effective date of this BAA, or as otherwise designated by the Program or Covered Entity. The Covered Entity retains the right to change the applicable privacy practices, documents and forms. The Business Associate shall implement changes as soon as practicable, but not later than **45 days** from the date of notice of the change.
- (v) **Indemnification.** Business Associate shall indemnify, defend and hold harmless Covered Entity from and all claims and actions, whether in law or equity, resulting from Business Associate's Breach or other violation of the HIPAA Rules (this includes but is not limited to Breach and violations by Business Associate's contractors, subcontractors, employees, agents and representatives). Additionally, Business Associate shall reimburse Covered Entity for any civil monetary penalties imposed on Covered Entity as a result of a Breach or violation cognizable under this [subsection 5\(v\)](#).

6. **Obligations of Covered Entity.**

- (a) **Provision of Notice of Privacy Practices.** Covered Entity shall provide Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR § [164.520](#) (Appendix A to this BAA), as well as changes to such notice.
- (b) **Permissions.** Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI of which Covered Entity is aware, if such changes affect Business Associate's permitted or required uses and disclosures.
- (c) **Restrictions.** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR § [164.522](#) to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

7. **Survival.**

The requirements, rights and obligations created by this BAA shall survive the termination of the Underlying Agreement.

**Appendix A to Attachment 1,
Commonwealth of Pennsylvania Business Associate Agreement**

**Permitted Purposes for the Creation, Receipt, Maintenance, Transmission, Use and/or
Disclosure of Protected Health Information**

1. Purpose of Disclosure of PHI to Business Associate: To allow _____ to meet the requirements of the Underlying Agreement.

2. Information to be disclosed to Business Associate: _____.

3. Use Shall Effectuate Purpose of Underlying Agreement: _____ may use and disclose PHI to the extent contemplated by the Underlying Agreement, and as permitted by law with Commonwealth approval.

Attachment 2

Sign-Off Document No. _____, under Agreement No. _____
Between
[Contractor _____] and the Commonwealth of PA, [Agency]
[Contractor _____] Agency-level Deployment

This document becomes, upon its execution by the signatories named below, a legally valid, binding part of Agreement No. _____ between the Commonwealth and _____ (Contractor), and is subject to the terms of that Agreement.

1. Scope of Deployment (need not be entire agency):

2. Nature of Data implicated or potentially implicated:

3. Agency Policies to which Contractor is subject (incorporated by reference):

4. Background checks (describe if necessary):

5. Additional requirements (describe with specificity):

6. Is Contractor a Business Associate (yes or no)?

If yes, the attached Business Associates Agreement, as completed by the Agency, is applicable and is hereby incorporated into this Sign-Off Document by reference.

Agency Contact Person Signature and Date: _____

[Contractor _____]
Authorized Signatory and Date: _____

EXHIBIT B
FINAL NEGOTIATED TECHNICAL PROPOSAL DOCUMENTS AND CLARIFICATIONS

This document contains aspects of the Contractor's Technical Submittal and the RFP that have been negotiated by the Commonwealth and the Contractor.

1. Dedicated Cage Space and CJIS requirements

The Commonwealth and the Contractor agree that the planned space will include at a minimum the following, at no additional costs (unless noted below), from the original proposal.

- The space will accommodate up to quantity of 50 APC 30" Width: 48U Cabinets (Model AR3357).
- The cage configuration will meet CJIS requirements by including the following:
 - Secure cage topper material will be utilized to prevent overhead access into the secure cage.
 - Either secured lockable tiles or cage fencing under the raised floor within the dedicated space will be used. The final determination for which will be used (lockable tile vs caging material under floor) will be determined during the initial cage planning phase post contract start.
 - Biometric access reader on the cage space (note: see charges in Offered Options of the negotiated Exhibit C – Final Negotiated Cost Submittal).
 - A CJIS audit review will be performed on the data center by the PA State Police prior to commission of the space as well as triennial audits or unannounced security inspections and scheduled audits of the data center facilities will be performed.
 - Remote Hands personnel that will have access to the Commonwealth's secure cage area are required to follow and successfully pass the Commonwealth's CJIS background check process and training requirements.
 - Other support personnel such as electricians, cross connect cablers, Data Center management personnel that would need access to the secure cage area will require either CJIS certification for unescorted authorized access or have CJIS certified Remote Hands personnel referenced above escort them during authorized access.
- The cage floor will support standard static load rating up to 3,000 pounds.
- The cage space will include a ladder rack above each of the cabinet rows and a minimum of two ladder racks between each row to interconnect.

2. Communications, Network Connectivity, and Internet

The Commonwealth and the Contractor agree to the following:

- **Metro Data Center Interconnect (DCI)** – Contractor will make available the use of their metro fiber services between PIT2 and PIT1 facilities.
 - These connections will provide access to additional carriers, cloud on-ramp services, and internet services that may not be available at their proposed PIT2 facility.
 - Each connection will have a cross-connect data center interconnect charge associated with that connection.
 - The charges include the end-to-end connectivity from the Commonwealth's dedicated space at PIT2 to the service at PIT1. (see negotiated Exhibit C – Final Negotiated Cost Submittal for associated changes and service details)

- **Cloud On-ramp Services** – the following access to the updated Cloud On-ramp services will be available through the Contract.
 - **Zayo CloudLink cloud on-ramp services**
 - Zayo CloudLink service description is included in Exhibit B - Attachment 6 Zayo Customer Schedule. See sections 3.6 WAN CloudLink, 6-Performance Level Targets, 7-Outage Credits, and 8-Issuance of Credits.
 - Zayo CloudLink services offered through DataBank qualify for outage credits and will be credited to the Commonwealth if an outage event occurs.
 - Zayo Acceptable Use Policy for this service is included as Exhibit B - Attachment 7 Zayo Acceptable Use Policy
 - Service Costs - see negotiated Exhibit C – Final Negotiated Cost Submittal for associated charges and service details.

- **Internet Services – DataBank Managed Internet Services** will be available through this Contract (see negotiated Exhibit C – Final Negotiated Cost Submittal for associated changes and service details).

- **DataBank Carrier List** – the following carriers are available at PIT1 and PIT2:

DataBank On-Net Carriers	DB Data Center Locations	
	PIT1	PIT2
DataBank	x	x
Armstrong	x	
AT&T Local Network Services / Teleport	x	x
Atlantic Broadband	x	
BroadbandOne / Host.Net	x	
Caprock Government Solutions	x	
CenturyLink / Level3 / Lumen	x	x
Cogent Communications	x	
Comcast	x	x
Consolidated Communications	x	
Crown Castle / Sunesys / Lighttower Fiber Networks / Fibertech	x	x
DQE Communications	x	x
Expedient / Continental Broadband	x	
Global Capacity	x	
Hibernia Networks	x	
Horizon Telecom	x	
Hurricane Electric	x	

Segra / Lumos Networks / Spirit	x	
Megaport	x	
Netspeed	x	
Peg Bandwidth	x	
Sprint	x	
Telia Carrier	x	
Verizon	x	
Windstream	x	x
Verizon/XO	x	x
Zayo	x	

3. Cabinets

The Commonwealth and the Contractor agree that Contractor will provide optional cabinet configurations and accessories (see negotiated Exhibit C – Final Negotiated Cost Submittal for associated changes and service details).

4. Service Level Agreements

The Commonwealth and the Contractor agree that Contractor will provide Service Level Agreements with their Services as detailed in Exhibit B - Attachment 1 SLA and Exhibit B - Attachment 2 SLA Methodology.

5. Information Technology Policies.

The Commonwealth and the Contractor agree upon the applicability of certain Office of Administration (OA) Information Technology Policies. See Exhibit B - Attachment 3 ITPs Applicable to Contractor Services in Base Costs, Invited Options, and Additional Negotiated Options.

6. Reserve Power Calculations and Service Tiers

The Commonwealth and the Contractor agree to use the following to determine total Reserve Power per month based on the number and type of power circuits installed. Monthly Cost equals Total Reserve Power (RP in kW as calculated below) multiplied by the Cost per kW for the Service tier. See negotiated Exhibit C – Final Negotiated Cost Submittal for the cost per kW within each tier.

Circuit Options	Breaker Power kW 100%	Max kW Power 80%	Reserve Power kW = Max Power x 0.6
Power-15A-120v-AB	1.8	1.4	0.9
Power-20A-120v-AB	2.4	1.9	1.2
Power-30A-120v-AB	3.6	2.9	1.7

Power-20A-208v-AB	4.2	3.3	2.0
Power-30A-208v-AB	6.2	5.0	3.0
Power-50A-208v-AB	10.4	8.3	5.0
Power-60A-208v-AB	12.5	10.0	6.0
Power-20A-208v-3Phase-AB	7.2	5.8	3.5
Power-30A-208v-3Phase-AB	10.8	8.6	5.2
Power-50A-208v-3Phase-AB	18.0	14.4	8.6
Power-60A-208v-3Phase-AB	21.6	17.3	10.4
*Note: Reserve Power (RP) is for two installed circuits A+B			

7. Offered Options

Prior to purchasing, the following Contractor “Offered Options” will require additional Commonwealth OA Technical, Compliance, and Contract Review as well as an agreed to Contract Change Request (CCR) in accordance with Section 27. Changes of Exhibit A – Final Negotiated Contract Terms and Conditions.

1	Managed Security: Managed Anti-Virus, File Integrity Monitoring, Managed Firewalls, Configuration Scanning, Two-Factor Authentication, Log Management, External/Internal Vulnerability Scanning
2	Disaster Recovery as a Service (DRaaS), DataBank Cloud Connect Backup
3	Managed IDS/IPS Security, Managed DDoS Mitigation
4	Storage as a Service (STaaS)
5	Enterprise Cloud
6	Managed Enterprise Cloud / Compliant Cloud

8. Additional information on Contractor Colocation and Internet Services

A. Colocation License. As set forth in the applicable Purchase Order, Contractor grants to the Commonwealth a license (the "License") to install, operate and maintain certain electronic, equipment and cabling (the "Commonwealth Equipment") in certain portions of its Premises (the "Space"), all as more specifically described in the applicable Purchase Order; provided, however, that Contractor retains the right to grant other licenses to its customers within the Premises and to access the Space for any legitimate business purpose with prior notice to the Commonwealth.

“Premises” refers to Contractor’s data center located at 35 Summit Park Drive, North Fayette, PA. The License does not convey any easement, leasehold or any other real or personal property interests in the Space or Premises. The Space offered pursuant to the License is offered “as is” and except as expressly provided in the Agreement or the Purchase Order, Contractor makes no representation or warranty that the Space or the Premises are suitable for Commonwealth’s intended use.

- B. AUP (Acceptable Use Policy).** Commonwealth and its contractors, vendors, agents or representatives (collectively, “Commonwealth Parties”) shall access the Premises and perform all work in a safe and workmanlike manner consistent with industry standards, laws and any other rules and regulations provided by Contractor to the Commonwealth and agreed upon by the Commonwealth.
- C. Access.** Commonwealth’s access to Premises will be limited solely to the representatives identified by the Commonwealth to Contractor in writing or entered by Commonwealth into the Contractor Web Portal (“Representatives”). Contractor has the authority, in its sole discretion and without liability, to limit access to the Premises and/or suspend work at the Premises if any hazardous conditions arise or any unsafe practices are caused by Commonwealth Representatives. Commonwealth shall perform all work reasonably required to maintain the Space in a condition that is reasonably suitable for the placement of Commonwealth Equipment, including but not limited to, janitorial services.
- D. Use of Space and Power.** Commonwealth may not modify or improve the Space or install any Commonwealth Equipment that would cause Commonwealth to exceed the power threshold listed on any Purchase Order without Contractor's prior written approval. If Commonwealth is ordering power, Commonwealth’s total power draw (A Feed, B feed or A and B feed combined) may not exceed 80% of the primary (A feed) circuit breaker size. It shall be the responsibility of Commonwealth to distribute any power delivered by Contractor within the Space and to design and install Commonwealth Equipment in a hot and cold aisle configuration according to ASHRAE standards. Contractor may inspect Commonwealth's installation and Commonwealth Equipment to ensure compliance with industry standards and this Agreement. The making of periodic inspections or the failure to do so shall not operate to impose upon Contractor liability of any kind, nor relieve Commonwealth of any obligations assumed under the Agreement.
- E. Commonwealth Minimum Insurance Levels.** In order to provide customers with physical access to facilities operated by Contractor and equipment owned by third parties, Contractor is required by its insurers to ensure that each Contractor customer maintains adequate insurance coverage. Commonwealth is self-insured.
- F. Service Level Warranties.** Subject to the exceptions set forth in the Service Level Agreement applicable to a specific Service, Contractor warrants that it will provide each Service at or above the service levels defined in the applicable Exhibit B - Attachment 1 SLA (the “Service Level Warranty”).
 - i. Remedies.** In the event that Contractor fails to provide a Service at the level required by the Service Level Warranty, Commonwealth’s remedies are those set forth in the Service Level Agreement applicable to that Service (the “Remedies”) and any other remedies provided in the Contract.
 - ii.** Service Level performance will be measured and reported to the Commonwealth monthly. The remedy credits process is described in Exhibit B - Attachment 1 SLA and Exhibit B - Attachment 2 SLA Methodology.

- iii. The Remedies are set forth in each Service Level Agreement as described in Exhibit B - Attachment 1 SLA. The Remedy for each failure of individual service levels measured and reported will be credited to the Commonwealth.
- iv. **Termination.** Termination options are described in Section 28. Termination of Exhibit A – Final Negotiated Contract Terms and Conditions.
- v. THE SERVICE LEVEL WARRANTY SET FORTH IN THIS SECTION F DOES NOT APPLY TO: (I) ANY REMOTE HANDS SERVICES; or (II) ANY SERVICES THAT EXPRESSLY EXCLUDE THIS SERVICE LEVEL WARRANTY (AS STATED IN THE SERVICE LEVEL AGREEMENTS FOR SUCH SERVICES).

G. Remote Hands. Commonwealth may request for Contractor personnel to perform remote technical services on Customer Equipment as requested from time to time “Remote Hands”. Typical Remote Hands may include simple tasks, such as trouble/fault isolation or running connections testing and/or swapping defective cables, performing tape/data backups with Commonwealth provided procedure, Commonwealth Equipment reboot and basic software troubleshooting, power and space audits, visual reporting on status indicators. Remote Hands may be ordered via opening a ticket with DataBank’s Customer Service Center at customercare@ databank.com or at 800.951.1034.

REMOTE HANDS ARE PERFORMED AT THE SPECIFIC DIRECTION OF THE COMMONWEALTH, AND AS SUCH, CONTRACTOR DOES NOT WARRANT EITHER THE RESULTS TO BE OBTAINED FROM THE REMOTED HANDS OR THAT THE REMOTE HANDS WILL BE ERROR FREE. COMMONWEALTH IS SOLELY RESPONSIBLE FOR THE MAINTENANCE AND REPLACEMENT OF ITS HARDWARE.

H. Fees and Expenses. The prices are listed in the Exhibit C – Final Negotiated Cost Submittal. Any utility rate changes will be limited to once per year and those changes will be reviewed and approved using the Contract Change Request (CCR) process in accordance with Section 27. Changes of Exhibit A – Final Negotiated Contract Terms and Conditions.

I. No later than the expiration or earlier termination of the term for any Space licensed hereunder, Commonwealth shall, at Commonwealth's sole cost, promptly remove all Commonwealth Equipment from the Space, reasonable wear and tear excepted. Customer shall be responsible for the use of the Space until all Commonwealth Equipment are removed and shall pay all charges applicable to the use of such Space.

Exhibit B
Attachment 1 SLA (Service Level Agreements)

Contents

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Service Level Agreement Definitions

CM – Critical Measurement	<i>Service Levels identified as “CM”, Critical Measurement, will have remedy credits incurred when service level minimum and target criteria are not met.</i>
Service Level (SL) Target	<i>A commitment that is documented in a service level agreement.</i>
SL Minimum	<i>A measure of minimum expected performance. Actual results below the SL Minimum will incur a Remedy and negate Earn back as described in each SLA reference.</i>
Measurement	<i>Measurement window is 24/7/calendar month</i>
KM – Key Measurement	<i>SLAs for which the Remedy is designated as KM shall be reviewed monthly by the Commonwealth and Contractor but will not entitle the Commonwealth to any credits if service levels are not met. Any request by the Commonwealth that an SLA designated as a KM be converted to a credit-bearing SLA shall be negotiated in accordance with the Commonwealth Contract Change Procedures. Conversion from a KM to a CM via the Contract Change Process will include the ability to reasonably re-negotiate the penalty and SLA metrics.</i>
Reporting	<i>Each SL contains a reporting section with the Commonwealth’s recommendations of what type of information should be included in the required monthly reporting reflecting the type of data gathered as input into the calculation to determine if the SLs were met or in default. Some of the elements and details of the reports are listed in each SL in the Report section and are to be utilized as applicable to that SL. Monthly reporting is required and each SL may require a unique report. Both parties will work together towards an acceptable report format during the startup phase of the contract.</i>

Service Level Reference	SL Class	Target	Min	Earn Back	Start Date
SLA – 01 Power Availability Guarantee	CM	100% (A+B side) 99.99% (A side only)	N/A	N/A	(Service Commencement Date)
Definition	DataBank guarantees that AC and/or DC power will be available to Customer's space/power whips 100% of the time, measured over calendar month, when redundant A+B circuits are delivered; otherwise 99.99% for single circuit fed cabinets. "Power Outage" is the time period in a calendar month that AC and/or DC power is unavailable to Customer's space/rack/cabinet.				
Metric Description	<p>The Service Level calculation for Power Availability is based on the total minutes per calendar month that a power whips experiences a Power Outage. A "Power Outage" shall begin upon the earlier of DataBank's actual knowledge of the Power Outage or DataBank's receipt of notice from Customer of the Power Outage. Customer shall notify DataBank of a Power Outage via the DataBank Portal Ticketing System or as specified below.</p> <p>DataBank Contact Information: Toll Free: 1.800.951.1034 Local: 214.720.2266 Email: customercare@ databank.com</p>				
Metric Inclusions	The Power Availability Guarantee applies to the affected space/power whips only. A Power Outage shall begin when Customer loses complete power to the A+B power whips. A Power Outage for A+B Side does not include any period of time that a Customer experiences power loss on one side of an A+B power configuration				
Metric Exclusions	The Power Availability Guarantee does not apply to any Power Outage caused by: (a) an act or omission of Customer or its end-users; (b) the failure or malfunction of non-DataBank components or systems; or (c) a force majeure event. A "Power Outage" does not include an interruption of non-redundant "A Side" power only circuits during announced temporary power outages due to scheduled maintenance windows or tripped breakers operating above 80% of the breaker rating. DataBank will notify Customer's designated contacts at least ten (10) days in advance of any scheduled maintenance involving high risk power upgrades or planned building power shutdowns.				
Calculation	Power Availability Metric is calculated as follows: (Total minutes in a calendar month – total minutes that a power whips experiences a Power Outages)/(Total minutes in a calendar month)*100.				
Hours/Days of Measurement	24 hours X 365 days				
Reporting Window	Monthly				
Reporting Tools / Data Source(s)	TBD				

Reporting Format/s	<p>Preferred Format: Excel, PDF</p> <p>Report Elements: Header to include Total Number of Trouble Tickets, Number of Tickets that Missed the Service Level, Target SL [in Minutes] and [in Hours], Minimum SL [in Minutes] and [in Hours], Actual SL [Average Time to Restore] [in Minutes] and [in Hours], Target SL Achieved [Yes/No], Minimum SL Achieved [Yes/No], Power Usage</p> <p>Detail to include: Trouble Ticket Number, Server Name, Agency, Service/Device Identifier, Create Date/Time, Resolve Date/Time, Hold Time, Time-to-Restore [in Minutes], Outage Cause, Resolution, and Categorized by Agency.</p> <p>Detailed Exclusion Report: Trouble Ticket Number, Server Name, Agency, Service/Device Identifier, Create Date/Time, Resolve Date/Time, Hold Time, Time-to-Restore [in Minutes], Outage Cause, Resolution, Reason for Exclusion, Categorized by Agency.</p>																				
Remedy Credit	<p>Should DataBank fail to meet the Power Availability Guarantee, DataBank will credit Customer's monthly invoice in accordance with the following credit schedule based on the monthly charges associated with the affected space/power whip.</p> <p style="text-align: center;">“A side” (single circuit) SLA Schedule</p> <table border="1" data-bbox="940 706 1549 922"> <thead> <tr> <th>Length of Power Outage</th> <th>Credit Against Monthly Charges</th> </tr> </thead> <tbody> <tr> <td>Greater than 0 to less than 61 minutes</td> <td>10%</td> </tr> <tr> <td>61 to less than 121 minutes</td> <td>25%</td> </tr> <tr> <td>121 to less than 361 minutes</td> <td>50%</td> </tr> <tr> <td>361 minutes or greater</td> <td>100%</td> </tr> </tbody> </table> <p style="text-align: center;">“A+B” side” (dual circuit) SLA Schedule</p> <table border="1" data-bbox="940 1006 1558 1205"> <thead> <tr> <th>Length of Power Outage</th> <th>Credit Against Monthly Charges</th> </tr> </thead> <tbody> <tr> <td>Greater than 0 to less than 5 minutes</td> <td>5%</td> </tr> <tr> <td>5 to less than 61 minutes</td> <td>25%</td> </tr> <tr> <td>61 to less than 121 minutes</td> <td>50%</td> </tr> <tr> <td>121 minute or greater</td> <td>100%</td> </tr> </tbody> </table>	Length of Power Outage	Credit Against Monthly Charges	Greater than 0 to less than 61 minutes	10%	61 to less than 121 minutes	25%	121 to less than 361 minutes	50%	361 minutes or greater	100%	Length of Power Outage	Credit Against Monthly Charges	Greater than 0 to less than 5 minutes	5%	5 to less than 61 minutes	25%	61 to less than 121 minutes	50%	121 minute or greater	100%
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Service Level Reference	SL Class	Target	Min	Earn Back	Start Date
SLA – 02 HVAC Commitment	CM	100% Average temperature of 65-78 degrees Fahrenheit	N/A	N/A	(Service Commencement Date)
Definition	DataBank commits that it will maintain ~ over a 24-hour period ~ an average temperature of 65-78 degrees Fahrenheit within the cold aisles of the Colocation Area (“Average Temperature Range”). However, temperatures may temporarily fluctuate in the range of 64 to 80 degrees Fahrenheit, and DataBank does not commit to any temperature range inside cabinets or within private suites. “HVAC Outage” is the time period within any twenty-four (24) hour period in which DataBank fails to meet the Average Temperature Range that the temperature was outside of with the Average Temperature Range. DataBank reserves the right to modify the Average Temperature Range in accordance with the latest ASHRAE recommendations for data center equipment.				
Metric Description	<p>The Service Level calculation for HVAC Commitment is based on the total minutes per calendar month that a Service experiences an HVAC Outage. An “HVAC Outage” shall begin upon the earlier of DataBank’s actual knowledge of the HVAC Outage or DataBank’s receipt of notice from Customer of the HVAC Outage. DataBank will report via the DataBank ticketing portal temperatures outside of the 64 to 80 degree Fahrenheit range. Customer shall also notify DataBank of an HVAC Outage via the DataBank ticketing portal or as specified below.</p> <p>DataBank Contact Information: Toll Free: 1.800.951.1034 Local: 214.720.2266 Email: customercare@databank.com</p>				
Metric Inclusions	The HVAC Commitment applies to cold aisles within Customer’s colocation space.				
Metric Exclusions	This HVAC Commitment does not apply to any temperature range inside cabinets or inside the cage. The HVAC commitment does not apply to any HVAC Outage caused by: (a) an act or omission of Customer or its end-users; (b) the failure or malfunction of non-DataBank components or systems; (c) scheduled maintenance; or (d) a force majeure event.				
Calculation	HVAC Target Metric is calculated as follows: (Total minutes in a calendar month – total minutes that a colocation space experiences an HVAC Outage)/(Total minutes in a calendar month)*100.				
Hours/Days of Measurement	24 hours X 365 days				
Reporting Window	Monthly				
Reporting Tools / Data Source(s)	DataBank’s sensors located above the raised floors in the intake area of the cold aisle.				
Reporting Format/s	<p>Preferred Format: Excel, PDF</p> <p>Report Elements: Header to include Total Number of Trouble Tickets, Number of Tickets that Missed the Service Level, Target SL [in Minutes] and [in Hours], Minimum SL [in Minutes] and [in Hours], Actual SL [Average Time to Restore] [in</p>				

	<p>Minutes] and [in Hours], Target SL Achieved [Yes/No], Minimum SL Achieved [Yes/No];</p> <p>Detail to include: Trouble Ticket Number, Server Name, Agency, Service/Device Identifier, Create Date/Time, Resolve Date/Time, Hold Time, Time-to-Restore [in Minutes], Outage Cause, Resolution, and Categorized by Agency.</p> <p>Detailed Exclusion Report: Trouble Ticket Number, Server Name, Agency, Service/Device Identifier, Create Date/Time, Resolve Date/Time, Hold Time, Time-to-Restore [in Minutes], Outage Cause, Resolution, Reason for Exclusion, Categorized by Agency.</p>								
<p>Remedy Credit</p>	<p>Should DataBank fail to meet the HVAC Commitment, DataBank will credit Customer's monthly invoice in accordance with the following credit schedule based on the monthly charges associated with the affected Colocation Area.</p> <table border="1" data-bbox="926 467 1421 672"> <thead> <tr> <th data-bbox="926 467 1184 529">Length of HVAC Outage</th> <th data-bbox="1184 467 1421 529">Credit Against Monthly Charges</th> </tr> </thead> <tbody> <tr> <td data-bbox="926 529 1184 591">Greater than 0 to less than 61 minutes</td> <td data-bbox="1184 529 1421 591">10%</td> </tr> <tr> <td data-bbox="926 591 1184 643">61 to less than 121 minutes</td> <td data-bbox="1184 591 1421 643">50%</td> </tr> <tr> <td data-bbox="926 643 1184 672">121 minutes or greater</td> <td data-bbox="1184 643 1421 672">100%</td> </tr> </tbody> </table>	Length of HVAC Outage	Credit Against Monthly Charges	Greater than 0 to less than 61 minutes	10%	61 to less than 121 minutes	50%	121 minutes or greater	100%
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Greater than 0 to less than 61 minutes	10%								
61 to less than 121 minutes	50%								
121 minutes or greater	100%								

Service Level Reference	SL Class	Target	Min	Earn Back	Start Date
SLA – 03 Relative Humidity Commitment	CM	100%	N/A	N/A	(Service Commencement Date)
Definition	DataBank commits that it will maintain ~ over a 24-hour period ~ an average relative humidity within the cold aisles of the Colocation Space that meets the currently published ASHRAE data center standards (“Average Humidity Range”). However, operating percentages may temporarily fluctuate plus or minus 5 to 7 percent, and DataBank does not guarantee humidity percentages inside cabinets. “Humidity Outage” is the time period within any twenty-four (24) hour period in which DataBank fails to meet the Average Humidity Range that relative humidity was outside of with the Average Humidity Range. DataBank reserves the right to modify the Average Humidity Range in accordance with the latest ASHRAE recommendations for data center Equipment.				
Metric Description	<p>The Service Level calculation for Relative Humidity Commitment is based on the total minutes per calendar month that a Service experiences a Humidity Outage. An “Humidity Outage” shall begin upon the earlier of DataBank's actual knowledge of the Humidity Outage or DataBank's receipt of notice from Customer of the Humidity Outage. DataBank will report via the DataBank ticketing portal temperatures over a 10% variance outside of the average relative humidity within the cold aisles of the Colocation Space that meets the currently published ASHRAE data center standards (“Average Humidity Range”). Customer shall also notify DataBank of an Humidity Outage via the DataBank ticketing portal or as specified below.</p> <p>DataBank Contact Information: Toll Free: 1.800.951.1034 Local: 214.720.2266 Email: customer@databank.com</p>				
Metric Inclusions	The Relative Humidity Commitment applies to cold aisles within Customer’s colocation space.				
Metric Exclusions	This Relative Humidity Commitment does not apply to any temperature range inside cabinets. The Relative Humidity commitment does not apply to any Humidity Outage caused by: (a) an act or omission of Customer or its end-users; (b) the failure or malfunction of non-DataBank components or systems; or (c) a force majeure event.				
Calculation	Relative Humidity Target Metric is calculated as follows: $(\text{Total minutes in a calendar month} - \text{total minutes that a colocation space experiences an Humidity Outage}) / (\text{Total minutes in a calendar month}) * 100$.				
Hours/Days of Measurement	24 hours X 365 days				
Reporting Window	Monthly				
Reporting Tools / Data Source(s)	TBD				

Reporting Format/s	<p>Preferred Format: Excel, PDF</p> <p>Report Elements: Header to include Total Number of Trouble Tickets, Number of Tickets that Missed the Service Level, Target SL [in Minutes] and [in Hours], Minimum SL [in Minutes] and [in Hours], Actual SL [Average Time to Restore] [in Minutes] and [in Hours], Target SL Achieved [Yes/No], Minimum SL Achieved [Yes/No];</p> <p>Detail to include: Trouble Ticket Number, Server Name, Agency, Service/Device Identifier, Create Date/Time, Resolve Date/Time, Hold Time, Time-to-Restore [in Minutes], Outage Cause, Resolution, and Categorized by Agency.</p> <p>Detailed Exclusion Report: Trouble Ticket Number, Server Name, Agency, Service/Device Identifier, Create Date/Time, Resolve Date/Time, Hold Time, Time-to-Restore [in Minutes], Outage Cause, Resolution, Reason for Exclusion, Categorized by Agency.</p>								
Remedy Credit	<p>Should DataBank fail to meet the Relative Humidity Commitment, DataBank will credit Customer's monthly invoice in accordance with the following credit schedule based on the monthly charges associated with the affected Colocation Area.</p> <table border="1" data-bbox="926 586 1446 808"> <thead> <tr> <th data-bbox="926 586 1167 667">Length of Relative Humidity Outage</th> <th data-bbox="1167 586 1446 667">Credit Against Monthly Charges</th> </tr> </thead> <tbody> <tr> <td data-bbox="926 667 1167 727">Greater than 0 to less than 61 minutes</td> <td data-bbox="1167 667 1446 727">10%</td> </tr> <tr> <td data-bbox="926 727 1167 776">61 to less than 121 minutes</td> <td data-bbox="1167 727 1446 776">50%</td> </tr> <tr> <td data-bbox="926 776 1167 808">121 minutes or greater</td> <td data-bbox="1167 776 1446 808">100%</td> </tr> </tbody> </table>	Length of Relative Humidity Outage	Credit Against Monthly Charges	Greater than 0 to less than 61 minutes	10%	61 to less than 121 minutes	50%	121 minutes or greater	100%
Length of Relative Humidity Outage	Credit Against Monthly Charges								
Greater than 0 to less than 61 minutes	10%								
61 to less than 121 minutes	50%								
121 minutes or greater	100%								

Service Level Reference	SL Class	Target	Min	Earn Back	Start Date
SLA – 04 Cross-Connect Availability Guarantee	CM	100%	N/A	N/A	(Service Commencement Date)
Definition	DataBank guarantees that cross-connects terminated at the Main Distribution Frame will be available to Customer 100% of the time per calendar month after initial installation. “Outage” is the time period in a calendar month that a cross-connect is unavailable for Customer’s use.				
Metric Description	<p>The Service Level calculation for Cross-Connect Availability is based on the total minutes per calendar month that a cross-connect experiences an Outage. Customer shall also notify DataBank of an Cross Connect Outage via the DataBank ticketing portal or as specified below.</p> <p>DataBank Contact Information: Toll Free: 1.800.951.1034 Local: 214.720.2266 Email: customercare@databank.com</p>				
Metric Inclusions	The Cross-Connect Availability applies to the cross-connects terminated at the Main Distribution Frame.				
Metric Exclusions	The Cross-Connect Availability Guarantee does not apply to any Outage caused by: (a) an act or omission of Customer or its end-users; (b) a force majeure event; or (c)The Cross-Connect availability does not apply to outages caused by the Commonwealth’s systems, equipment or other vendors other than DataBank.				
Calculation	Cross-Connect Availability Metric is calculated as follows: (Total minutes in a calendar month – total minutes that a cross connect circuit experiences an Outage)/(Total minutes in a calendar month)*100.				
Hours/Days of Measurement	24 hours X 365 days				
Reporting Window	Monthly				
Reporting Tools / Data Source(s)	TBD				
Reporting Format/s	<p>Preferred Format: Excel, PDF</p> <p>Report Elements: Header to include Total Number of Trouble Tickets, Number of Tickets that Missed the Service Level, Target SL [in Minutes] and [in Hours], Minimum SL [in Minutes] and [in Hours], Actual SL [Average Time to Restore] [in Minutes] and [in Hours], Target SL Achieved [Yes/No], Minimum SL Achieved [Yes/No];</p> <p>Detail to include: Trouble Ticket Number, Server Name, Agency, Service/Device Identifier, Create Date/Time, Resolve Date/Time, Hold Time, Time-to-Restore [in Minutes], Outage Cause, Resolution, and Categorized by Agency.</p> <p>Detailed Exclusion Report: Trouble Ticket Number, Server Name, Agency, Service/Device Identifier, Create Date/Time, Resolve Date/Time, Hold Time, Time-to-Restore [in Minutes], Outage Cause, Resolution, Reason for Exclusion, Categorized by Agency.</p>				

Remedy Credit

Should DataBank fail to meet the Cross-Connect Availability Guarantee, DataBank, upon Customer's request, will credit Customer's monthly invoice in accordance with the following credit schedule based on the monthly charges associated with the affected cross-connect circuit.

Length of Outage	Credit Against Monthly Charges
Greater than 0 to less than 5 minutes	10%
5 to less than 61 minutes	25%
61 to less than 121 minutes	50%
121 minutes or greater	100%

Service Level Reference	SL Class	Target	Min	Earn Back	Start Date
SLA – 05 Managed Internet Availability Guarantee	CM	100%	N/A	N/A	(Service Commencement Date)
Definition	DataBank guarantees that during any calendar month, the Internet protocol network utilized to access the Internet from the Designated DataBank Facility will be available to Customer 100% of the time per calendar month after initial installation. "Internet Outage" is the time period in a calendar month that Customer is unable to transmit to, and receive information from, the Internet at a DataBank data center.				
Metric Description	<p>The Service Level calculation for Managed Internet Availability is based on the total minutes per calendar month that an Internet Service experiences an Internet Outage. An "Internet Outage" shall begin upon the earlier of DataBank's actual knowledge of the Internet Outage or DataBank's receipt of notice from Customer of the Internet Outage. Customer shall also notify DataBank of an Internet Outage via the DataBank ticketing portal or as specified below.</p> <p>DataBank Contact Information: Toll Free: 1.800.951.1034 Local: 214.720.2266 Email: customercare@ databank.com</p>				
Metric Inclusions	Managed Internet Availability Guarantee applies only if Customer utilizes both redundant hand offs from DataBank Internet platform and redundant hardware at Customer's network edge (firewall, switch, router, etc).				
Metric Exclusions	The Managed Internet Availability Guarantee does not apply to any Internet Outage caused by: (a) an act or omission of Customer or its end-users; (b) a force majeure event; (c) overall Internet congestion, slowdown, or unavailability; (d) scheduled maintenance; or (e) unavailability of generic Internet services (e.g. DNS servers)				
Calculation	Managed Internet Availability Guarantee is calculated as follows: (Total minutes in a calendar month – total minutes that a Managed Internet Service experiences an Internet Outage)/(Total minutes in a calendar month)*100.				
Hours/Days of Measurement	24 hours X 365 days				
Reporting Window	Monthly				
Reporting Tools / Data Source(s)	TBD				
Reporting Format/s	<p>Preferred Format: Excel, PDF</p> <p>Report Elements: Header to include Total Number of Trouble Tickets, Number of Tickets that Missed the Service Level, Target SL [in Minutes] and [in Hours], Minimum SL [in Minutes] and [in Hours], Actual SL [Average Time to Restore] [in Minutes] and [in Hours], Target SL Achieved [Yes/No], Minimum SL Achieved [Yes/No];</p>				

	<p>Detail to include: Trouble Ticket Number, Server Name, Agency, Service/Device Identifier, Create Date/Time, Resolve Date/Time, Hold Time, Time-to-Restore [in Minutes], Outage Cause, Resolution, and Categorized by Agency.</p> <p>Detailed Exclusion Report: Trouble Ticket Number, Server Name, Agency, Service/Device Identifier, Create Date/Time, Resolve Date/Time, Hold Time, Time-to-Restore [in Minutes], Outage Cause, Resolution, Reason for Exclusion, Categorized by Agency.</p> <p>Note: The monthly report will reflect the type of data gathered as input into the calculation to determine if the SLs were met or in default. Monthly reporting is required, but each SL may have a unique report. Both parties will work together towards an acceptable report format during the startup phase of the contract.</p>												
<p>Remedy Credit</p>	<p>Should DataBank fail to meet the Managed Internet Availability Guarantee, DataBank will credit Customer's monthly invoice in accordance with the following credit schedule based on the monthly charges associated with the affected Managed Internet Service.</p> <table border="1" data-bbox="926 573 1446 922"> <thead> <tr> <th data-bbox="926 573 1167 630">Length Of Internet Outage</th> <th data-bbox="1167 573 1446 630">Credit Against Monthly Charges</th> </tr> </thead> <tbody> <tr> <td data-bbox="926 630 1167 683">Greater than 0, less than 5 minutes</td> <td data-bbox="1167 630 1446 683">5%</td> </tr> <tr> <td data-bbox="926 683 1167 740">5 to less than 46 minutes</td> <td data-bbox="1167 683 1446 740">10%</td> </tr> <tr> <td data-bbox="926 740 1167 797">46 to less than 433 minutes</td> <td data-bbox="1167 740 1446 797">25%</td> </tr> <tr> <td data-bbox="926 797 1167 854">433 to less than 4321 minutes</td> <td data-bbox="1167 797 1446 854">50%</td> </tr> <tr> <td data-bbox="926 854 1167 922">4321 minutes or greater</td> <td data-bbox="1167 854 1446 922">100%</td> </tr> </tbody> </table>	Length Of Internet Outage	Credit Against Monthly Charges	Greater than 0, less than 5 minutes	5%	5 to less than 46 minutes	10%	46 to less than 433 minutes	25%	433 to less than 4321 minutes	50%	4321 minutes or greater	100%
Length Of Internet Outage	Credit Against Monthly Charges												
Greater than 0, less than 5 minutes	5%												
5 to less than 46 minutes	10%												
46 to less than 433 minutes	25%												
433 to less than 4321 minutes	50%												
4321 minutes or greater	100%												

Service Level Reference	SL Class	Target	Min	Earn Back	Start Date
SLA – 06 Remote Hands Time to Respond	CM	Bus Hours = 2 hrs All other times = 4 hrs	N/A	N/A	(Service Commencement Date)
Definition	DataBank commits to respond to Customer remote hands requests submitted by Customer within two hours for M-F, 8am 5pm local time (Business Hours), and within 4 four hours for M-F, 5pm-8am local time, weekends or holidays (“Response Time”).				
Metric Description	The Response Time is measured from the time DataBank registers the ticket until the DataBank technician is on-site and contacts the Customer to begin troubleshooting.				
Metric Inclusions	Requests for remote hands services				
Metric Exclusions	The remote hands request provides for pre-scheduled support services or the Ticket failed to provide adequate instruction.				
Calculation	The Response Time is measured from the time DataBank registers the ticket until the DataBank technician is on-site and contacts the Customer to begin troubleshooting. Formula needed: ie (On site time – ticket create time)- Customer hold time.				
Hours/Days of Measurement	24 hours X 365 days				
Reporting Window	Monthly				
Reporting Tools / Data Source(s)	TBD				
Reporting Format/s	<p>Preferred Format: Excel, PDF</p> <p>Report Elements: Header to include Total Number of Service Requests, Number of Service Requests that Missed the Interval, Target SL, Minimum SL, Actual SL, Target SL Achieved [Yes/No], Minimum SL Achieved [Yes/No]; Detail to include Service Request Number, Agency, Type of Service, Brief Description of Issue, Service Request Create Date and Time, Date and Time of First Response, Time to Respond [Hrs:Mins], Reason Interval was not Met.</p> <p>Detailed Exclusion Report: Service Request Number, Brief Description of Issue, Type of Service, Service Request Create Date and Time, Date and Time of First Response, Time to Respond [Hrs:Mins], Reason for Exclusion.</p> <p>Trouble Ticket Response Chart: to include Number of Service Request; Graphical representation.</p>				

Remedy Credit

Should DataBank fail to meet the Remote Hands Time to Respond per this services level, DataBank will credit Customer's monthly invoice in accordance with the following credit schedule based the charges associated with the applicable remote hands request if the Response Time as described above is exceeded as follows:

Response Time Delay	Credit Against Monthly Charges
Delay of 1 to less than 31 minutes	10%
Delay of 31 to less than 61 minutes	25%
Delay of 61 or greater minutes	50%

Service Level	SL Class	Target	Min	Earn	Start Date
SLA – 07 DCI Pair Availability Guarantee	CM	100%	N/A	N/A	(Service Commencement Date)
Definition	DataBank guarantees that during any calendar month, a DCI Pair will be available to Customer 100% of the time per calendar month after initial installation. The term “Outage” shall be defined as the total loss of the ability of both sides of a DCI Pair to pass light for a continuous and uninterrupted period of time				
Metric Description	<p>The Service Level calculation for DCI Pair Availability is based on the total minutes per calendar month that a DCI Pair experiences an Outage. A “ Outage” shall begin upon the earlier of DataBank's actual knowledge of the Outage or DataBank's receipt of notice from Customer of the Outage. Customer shall also notify DataBank of an DCI Pair Outage via the DataBank ticketing portal or as specified below.</p> <p>DataBank Contact Information: Toll Free: 1.800.951.1034 Local: 214.720.2266 Email: customercare@databank.com</p>				
Metric Inclusions	DCI Pair Availability Guarantee applies to a “DCI Pair” a strand of dark fiber provisioned between Customer’s space located within DataBank’s data center and the other end point with dual paths and dual building entrances.				
Metric Exclusions	The DCI Pair Availability Guarantee does not apply to any Outage caused by: a) any act or omission of the Customer; (b) the configuration, failure or malfunction of non-DataBank equipment or systems; (c) DataBank not having reasonable and uninterrupted access to any premises or site respecting the Outage; or (d) scheduled maintenance.				
Calculation	DCI Pair Availability Guarantee is calculated as follows: (Total minutes in a calendar month – total minutes that a DCI Pair experiences an Outage)/(Total minutes in a calendar month)*100.				
Hours/Days of Measurement	24 hours X 365 days				
Reporting Window	Monthly				
Reporting Tools / Data Source(s)	TBD				

Reporting Format/s	<p>Preferred Format: Excel, PDF</p> <p>Report Elements: Header to include Total Number of Orders, Number of Orders Missed, Target SL, Minimum SL, Actual SL, Target SL Achieved [Yes/No], Minimum SL Achieved [Yes/No] Suggested Detail: categorized by Service, by Category and by Type to include Order Number, Unique ID, Agency, Service Sub-Type, Date Submitted, Date Requested, Date Completed, Number of Business Days to Complete, SL Interval, Reason Interval was not Met.</p>												
Remedy Credit	<p>Should DataBank fail to meet the DCI Pair Availability Guarantee, DataBank will credit Customer's monthly invoice in accordance with the following credit schedule based on the monthly charges associated with the affected DCI Pair.</p> <table border="1" data-bbox="993 521 1703 789"> <thead> <tr> <th data-bbox="993 521 1341 597">Outage Time</th> <th data-bbox="1341 521 1703 597">Service Credit as a % of MRC</th> </tr> </thead> <tbody> <tr> <td data-bbox="993 597 1341 634">00:01 to 5:59 hours</td> <td data-bbox="1341 597 1703 634">25%</td> </tr> <tr> <td data-bbox="993 634 1341 672">6:00 hours to 8:59 hours</td> <td data-bbox="1341 634 1703 672">25%</td> </tr> <tr> <td data-bbox="993 672 1341 709">9 hours 13:59 hours</td> <td data-bbox="1341 672 1703 709">50%</td> </tr> <tr> <td data-bbox="993 709 1341 747">14 hours to 18:59 hours</td> <td data-bbox="1341 709 1703 747">75%</td> </tr> <tr> <td data-bbox="993 747 1341 789">Over 18 hours</td> <td data-bbox="1341 747 1703 789">100%</td> </tr> </tbody> </table>	Outage Time	Service Credit as a % of MRC	00:01 to 5:59 hours	25%	6:00 hours to 8:59 hours	25%	9 hours 13:59 hours	50%	14 hours to 18:59 hours	75%	Over 18 hours	100%
Outage Time	Service Credit as a % of MRC												
00:01 to 5:59 hours	25%												
6:00 hours to 8:59 hours	25%												
9 hours 13:59 hours	50%												
14 hours to 18:59 hours	75%												
Over 18 hours	100%												

Exhibit B

Attachment 2 - Service Level Methodology

A. General

The Commonwealth has adopted the ITIL framework and has established Service Level Management to maintain and improve IT Service quality, through a constant cycle of agreeing, monitoring, measuring, and reporting upon IT Service achievements and the instigation of actions to acquire quality service.

The Service Level Performance Measures and their targets that are described in this methodology document have been specifically designed to support the Service Level Agreements set forth in Exhibit B - Attachment 1 Service Level Agreements (SLA). Effective on the Service Commencement Date, the Offeror will perform the Service to which Service Levels apply, so that the Service Level Performance will, in each month of the Term, meet or exceed, the Service Levels.

New Service Levels may be added or substituted by the Commonwealth as specified in this methodology during the Term as specified in Section 27 Changes of the Terms and Conditions. For example, such additions or substitutions may occur in conjunction with changes to the environment and the introduction of new Equipment or Software to support a new or additional service. However, where such Equipment or Software or such means of Service delivery is a replacement or upgrade of existing technology to support an existing catalog service, there shall be a presumption of equivalent or improved performance.

The Offeror holds the responsibility for all measuring, monitoring and reporting capabilities necessary to measure, monitor and report the Offeror's performance against the Service Levels. Except as otherwise stated, all Service Levels must be measured by the Offeror on a 24x7x365 days per year basis. The Offeror must report to the Commonwealth its performance Service Levels upon the measurement window frequency specified in each and shall provide all Service Level substantiating information upon request by the Commonwealth that pertains to the performance of the Offeror's services.

The achievement of the Service Levels by the Offeror may require the coordinated, collaborative effort of the Offeror with other third party Offerors. The Offeror shall provide a single point of contact for the prompt resolution of all Service Level Defaults and all failures to provide high quality Services to the Commonwealth, regardless of whether the reason for such Service Level Defaults, or failure to provide high quality Services to the Commonwealth, was caused by the Offeror.

The Commonwealth and the Offeror will each provide a single point of contact for the management and monitoring of the Service Levels.

B. Reporting

Unless otherwise specified in this methodology, each Service Level shall be measured and reported on a monthly basis. The format, layout and content of such monthly report shall be as directed by the Commonwealth. The Offeror's monthly performance reports are due by the 10th Business day of each month and shall include a set of soft-copy reports such that the Commonwealth is able to

verify the Offeror's performance and compliance with the Service Levels. The reports shall provide various metrics related to each of the Service Levels, including but not limited to:

1. Offeror's performance against and calculations with respect to each Service Level during the preceding month;
2. Offeror's performance with respect to each service level as a trend analysis against a thirteen (13) month rolling performance trend report;
3. Potential problems of which the Offeror is aware that could reasonably be expected to result in a failure to meet a service level and remedial actions including summaries of the reports submitted to the Commonwealth.

The Offeror shall provide detailed supporting information for each report to the Commonwealth in a format suitable for use on a personal computer. The data and detailed supporting information shall include the method used by Offeror to calculate the service level performance based on the data measured and reported by the measurement tool such that the Commonwealth is able to reproduce the calculations made by Offeror and validate the results reported in the monthly Service Level Performance reports. All detailed supporting information that is specific only to the Commonwealth shall be the Commonwealth's Confidential Information, and the Commonwealth may access such information online and in real-time, where feasible, at any time during the Term. In addition, Offeror shall provide the Commonwealth with direct, unaltered access to review and audit all raw data collection related to Service Levels, provided that Offeror may withhold/redact any information that is confidential to a third party.

If any monthly performance report provided by the Offeror to the Commonwealth does not have sufficient detail and accuracy for the Commonwealth to determine whether the Offeror achieved or failed to achieve the service level for each service level in the immediately preceding measurement window, then the Commonwealth may provide written notice thereof to the Offeror, for a replacement report. The Offeror must provide the replacement report to the Commonwealth within ten (10) calendar days after receiving such notice. If within 10 days of receiving such notice the Offeror fails to deliver to the Commonwealth a revised or replacement monthly performance report containing sufficient detail and accuracy for the Commonwealth to determine whether the Offeror achieved or failed to achieve a Service Level in the applicable Measurement Window, such failure shall constitute a Service Level Default with respect to such Service Level for such immediately preceding Measurement Window.

The Offeror will create, maintain, and provide to the Commonwealth detailed procedure documentation of its Service Level measurement process used to collect Service Level data and calculate Service Level attainment. The process documentation must include quality assurance reviews and verification procedures. The measurement process must be automated to the extent possible, and any manual data collection steps must be clearly documented, verified and auditable. All methods, codes and automated programs must be documented and provided to the Commonwealth for validation and approval. The Offeror must ensure it tests and validates the accuracy and currency of the documentation and measurement process on a quarterly basis

C. Service Level Obligations

The metrics, measurement standards and other pertinent features are described in the Service Level

Data Sheets in Exhibit B - Attachment 1 Service Level Agreements (SLA). In the event of a Service Level Default, the Offeror shall provide the Commonwealth credits as defined below:

1. The Offeror must begin delivering the services in accordance with the Service Levels as the service offering is implemented, maintained and/or repaired.
2. The Service Level Target is a commitment documented in each service level agreement.
3. The Service Level Minimum is a measure of minimum expected performance. Actual results of performance below the service level minimum result in a default and will incur the remedy credit due within two (2) billing cycles.
4. If the SLA is earnback eligible, actual results of performance below the service level target, but above the minimum, results in entering an earnback status.
5. The Offeror's performance that results in a service level default must:
 - a. Entitle the Commonwealth to receive a Service Level Credit
 - b. Results in the Offeror promptly preparing a written root cause and recovery plan designed to prevent the reoccurrence of such Service Level default.
6. Any occasional request by the Offeror to temporary SLA relief on a per incident basis must be submitted in advance in writing to the Commonwealth in accordance with the Commonwealth Change/Waiver Procedures. The Commonwealth, must in its sole discretion, determine whether SLA relief should be granted and the period of time for such relief (if any), and its decision in this respect must not be subject to dispute resolution. The Offeror's failure to achieve the Service Level will not constitute a Service Level default or accrue toward a Service Level termination event to the extent such failure is excused in accordance with the terms of the contract.

D. Service Level Credits

1. In the event of a Service Level Default, the Contractor must begin delivering the services in accordance with the Service Levels as the service offering is implemented, maintained and/or repaired.
2. If the Contractor's performance results in a service level default, the Commonwealth is entitled to receive a Service Level Credit.
3. The total amount of Service Level Credits that the Offeror will be obligated to pay to the Commonwealth, with respect to Service Level Defaults occurring each month and in accordance with the terms of Section E below, shall be credited on the invoice applicable per this methodology document. For example, the amount of Service Level Credits payable with respect to Service Level Defaults occurring in August shall be reported and validated in September and credited to the invoice issued in October.
4. The Offeror acknowledges and agrees that the Service Level Credits shall not be deemed or construed to be liquidated damages or a sole and exclusive remedy or in derogation of any other rights and remedies the Commonwealth has hereunder or under the Contract.
5. Service Levels identified as "CM", Critical Measurement, will have remedy credits incurred when service level minimum and/or target criteria are not met.
6. Services Levels identified as "KM", Key Measurement, will be monitored and reported per this agreement, but will not have remedy credits applied. The Commonwealth has the ability to change a KM to a CM per requirements indicated in Section G, Additions, Modifications, Deletions, of this document.
7. Each SLA has separate performance indicators with separate remedies. Credits due are

independent of other SLA credits due unless otherwise specified. .

E. Service Level Earn Backs

The Offeror shall have Earn-Back opportunities with respect to Service Level Credits as follows:

1. The Service Level must be identified as Earn Back Eligible per the Service Level Agreement in Exhibit B - Attachment 1 Service Level Agreements (SLA).
2. Entering into an earn back status can only occur if the Service Level Target is missed. Missing the Service Level Minimum results in an immediate credit due and no opportunity for earn back.
3. Within fifteen (15) days after the Earn Back period as shown on the Service Level Agreement Data Sheets, the Offeror shall provide a report to the Commonwealth that will include, with respect to each Service Level for which there was a Service Level Default, the following:
 - a. Monthly invoice amounts for each agency's services billed.
 - b. The amount of Service Level Credit imposed for Service Level Default
4. If a Service Level violation (Target or Minimum) is incurred during the Earn Back period, the Earn Back is negated and the credit is due within two (2) billing cycles.
5. During an Earn Back period, if a service is terminated by the Commonwealth, the Offeror will not be obligated to fulfill the credit obligation.
6. If the Contract is terminated for default, all service credits are due upon notice of termination.
7. Upon the expiration of the contract Term, the Earn Back processes set forth in Sections C and E shall be applicable to the portion of the Service Level Reporting Period that fell within the term, so that if the period available for the earn back is less than the required period of time (e.g. 9 months for monthly Measurement Windows), the Offeror can earn back the pro-rata value of the Service Level Credit for each consecutive month following the month in which the service Level Default occurred and in which the Offeror achieves the required Target Service Level for each CM, up to the expiration. The unfulfilled months of Service Level earn back opportunities will be credited to the Commonwealth pro-rata on the final invoice.

F. Dispute Resolution

If, after negotiating in good faith, the Commonwealth and the Offeror are unable to agree on an equitable adjustment for the Service Levels within ninety (90) days after completion of the applicable measurement period, either party may escalate the matter in accordance with the dispute resolution procedures set forth in the contract. Until such adjustment is resolved pursuant to such procedures, Service Levels must remain as originally agreed by the Commonwealth and the Offeror.

G. Additions, Modifications, Deletions

The Commonwealth may add, modify or delete below by sending written notice. The Commonwealth may require the Offeror to modify the definition, metrics, data elements, measurement standards, or other pertinent features of any existing service level, by sending a written request to the Offeror at least ninety (90) days prior to the date that such modifications are to be effective; provided that the Commonwealth may send such a request (which request may contain multiple changes) not more than once each calendar quarter. The terms and conditions upon which such modifications of metrics are implemented must be subject to the

reasonable and mutual agreement of the Commonwealth and the Offeror and must be determined pursuant to the Commonwealth Contract Change Procedures (in which measurement tools and design changes appropriate to each new service level or modified metric or measurement standard must be negotiated in good faith and agreed). The Offeror may not withhold its consent to add new service levels or modify the definition, metrics, data elements, measurement standards, or other pertinent features of any existing service levels, but the Offeror is permitted to negotiate in good faith the implementation specifics for such requested additions and modifications

For new Service Levels, the Offeror must submit its proposal to the Commonwealth for review and approval through the Commonwealth's Contract Change Procedures.

The Offeror must begin providing monthly performance measurement within thirty (30) calendar days of the Commonwealth approval.

1. **Additions:** The Commonwealth may add Service Levels in accordance with this Section G Commonwealth Contract Change Procedures.
2. **Deletions:** The Commonwealth may delete Service Level Agreements in accordance with this Section G and Commonwealth Contract Change Procedures.

H. Continuous Improvement

The Parties agree to the concept of continuous improvement and beginning 12 months after each Service Level is in effect and annually thereafter, the Parties agree to review each of the Service Levels for effectiveness and to identify potential areas of improvement. The Offeror shall provide a written plan within 30 days of the review date

I. Measuring Tools

1. The Offeror must provide, implement, maintain and utilize the necessary measurement and monitoring tools and procedures required to measure and report on the Offeror's performance of the services against the applicable Service Levels. The Offeror's measurement and monitoring of service level performance must permit reporting at a level of detail sufficient to permit the Commonwealth to verify compliance with the Service Levels, and must be subject to audit by the Commonwealth pursuant to the contract. The Offeror must provide the Commonwealth with the information about and access to such procedures upon request for purposes of verification.
2. Any new tolls required for new service levels added after the effective date must be identified in the Change Request Form (required by the Commonwealth Contract Change Procedure) approving such new Service Level. In connection therewith, the Offeror must be obligated to propose a commercially reasonable measuring tool or methodology for a Service Level and if it fails to do so, such tool or methodology must be determined by mutual agreement between the Commonwealth and Offeror.
3. If after the effective date or the implementation of tools for new Service Levels either the Commonwealth or the offeror desires to use a different measuring tool or methodology for a Service Level, it must request such change through the Commonwealth Contract Change Procedure. If the other Party approves the new measuring tool or methodology, the

Commonwealth and the Offeror will reasonably adjust the service level measurements to account for any increased or decreased sensitivity in the new measuring tools. It is not anticipated that changes in the measuring tools or methodologies will drive changes in service levels; rather, the need to collect and accurately reflect the performance data should drive the development or change in measuring tools or methodologies.

It is not anticipated that changes in the measuring tools will drive changes in Service Levels; rather, the need to collect and accurately reflect the performance data should drive the development or change in performance monitoring tools. Offeror will configure all measuring tools to create an auditable record of each user access to the tool and any actions taken with respect to the data measured by or residing within the tool. All proposed measuring tools must include functionality enabling such creation of an auditable record for all accesses to the tool.

J. Remedies and Waivers

The exercise by the Commonwealth of its rights under this document, including the right to receive service level credits must be without prejudice to its other rights or remedies under the contract or at law or equity, including the Commonwealth's right to claim and collect damages and the Commonwealth's right to terminate the contract in whole or in part in accordance with the contract.

K. Investigation and Correction

The Offeror must promptly investigate and correct each failure to meet the service levels (whether or not such failure constitutes a service level default) by:

1. Immediate initiation of problem investigations.
2. Report problems and findings to the Commonwealth.
3. Correct problems and meet or restore Service Levels as soon as practicable.
4. Advise the Commonwealth of the root cause of problems and the status of remedial efforts being undertaken with respect to such problems.
5. Provide reasonable evidence to the Commonwealth that the causes of such problems have been or will be corrected.
6. Make written recommendations to the Commonwealth for improvement in procedures.

Exhibit B

Attachment 3 - ITP (Information Technology Policies) Applicable to Contractor Services

Domain	Title	Current Version	Colo + Managed Internet	Colo + BCKUPaaS	Colo + DRaaS
			NA – Not Applicable A - Applicable		
Access	ITP_ACC001- Information Technology Accessibility Policy	1/12/2018	A	A	A
Application	ITP_APP030- Active Directory Architecture	10/25/2010	NA	A	A
Business	ITP_BUS004- IT Policy Waiver Review Process	3/20/2020	A	A	A
Business	ITP_BUS011-IT Service Organization Management and Cloud Requirements	01/27/2020	A	A	A
Network	ITP_NET002- Network Router and Switch Technology Standards	10/31/2018	A	NA	NA
Network	ITP_NET004- Internet Protocol Address Standards	12/20/2010	A	NA	NA
Network	ITP_NET005- Commonwealth External and Internal Domain Name Services (DNS)	3/17/2020	A	NA	NA
Network	ITP_NET17 Network Timing Protocol	7/29/2018	A	NA	NA
Network	ITP_NET018- Commonwealth Metropolitan Area Network (MAN) and Internet Access	9/13/2019	A	A	A
Platform	ITP_PLT012- Use of Privately Owned PCs to Access CoPA Resources	6/6/2016	A	A	A
Privacy	ITP_PRV001- Commonwealth of Pennsylvania Electronic Information Privacy Policy	3/23/2018	A	A	A
Security	ITP_SEC000 - Information Security Policy	5/7/2020	A	A	A
Security	ITP_SEC001- Enterprise Host Security Software Suite Standards and Policy	6/14/2019	A	A	A

Security	ITP_SEC002- Internet Accessible Proxy Servers and Services	11/8/2005	A	A	A
Security	ITP_SEC003- Enterprise Security Auditing and Monitoring	4/15/2020	A	A	A
Security	ITP_SEC004- Enterprise Web Application Firewall	1/15/2010	A	A	A
Security	ITP_SEC007- Minimum Standards for IDs, Passwords and Multi-Factor Authentication	10/10/2019	A	A	A
Security	ITP_SEC008- Enterprise E-mail Encryption	9/17/2010	A	A	A
Security	ITP_SEC009- Minimum Contractor Background Checks Policy	3/23/2006	A	A	A
Security	ITP_SEC010- Virtual Private Network Standards	6/23/2020	A	A	A
Security	ITP_SEC011- Enterprise Policy and Software Standards for Agency Firewalls	4/16/2009	A	A	A
Security	ITP_SEC012- Commonwealth of PA System Logon Banner and Screensaver Requirements	6/25/2020	A	A	A
Security	ITP_SEC015- Data Cleansing Policy	10/4/2018	A	A	A
Security	ITP_SEC016- Commonwealth of Pennsylvania - Information Security Officer Policy	3/16/2017	A	A	A
Security	ITP_SEC019- Policy and Procedures for Protecting Commonwealth Electronic Data	5/25/2018	A	A	A
Security	ITP_SEC020- Encryption Standards for Data at Rest	10/15/2019	NA	A	A
Security	ITP_SEC021- Security Information and Event Management Policy	5/9/2013	A	A	A

Security	ITP_SEC023- Information Technology Security Assessment and Testing Policy	5/7/2015	A	A	A
Security	ITP_SEC024- IT Security Incident Reporting Policy	6/25/2020	A	A	A
Security	ITP_SEC025- Proper Use and Disclosure of Personally Identifiable Information (PII)	1/12/2018	A	A	A
Security	ITP_SEC029- Physical Security Policy for IT Resources	6/21/2007	A	A	A
Security	ITP_SEC032- Enterprise Data Loss Prevention (DLP) Compliance Standards	4/29/2011	A	A	A
Security	ITP_SEC034- Enterprise Firewall Rule Set	8/28/2008	A	A	A
Security	ITP_SEC035- Mobile Device Security Policy	4/6/2020	A	A	A
Security	ITP_SEC037- Identity Proofing of Online Users	2/10/2016	A	A	A
Security	ITP_SEC038- COPA Data Center Privileged User Identification and Access Management Policy	06/19/2018	A	A	A
System Management	ITP_SYM003- Off-Site Storage for Commonwealth Agencies	12/20/2010	NA	A	A
System Management	ITP_SYM010- Enterprise Change Management Maintenance Policy	12/3/2019	A	A	A

Exhibit B

Attachment 4 - SOC Reporting Requirements

- (a) Subject to this section and unless otherwise agreed to in writing by the Commonwealth, the Contractor shall, and shall require its subcontractors to, engage, on an annual basis, an independent auditing firm to conduct each the following:
- (i) A SOC 1 Type II report with respect to controls used by the Contractor relevant to internal and external procedures and systems that process Commonwealth financial transactions; and
 - (ii) A SOC 2 Type II report with respect to controls used by the Contractor relevant to internal and external procedures and systems that access or contain Commonwealth Data.

Unless otherwise agreed to in writing by the Commonwealth, SOC Reports shall be provided upon contract execution and annually thereafter. As requested by the Commonwealth, Contractor agrees to provide a current bridge letter that will specify any known material changes to Contractor's control environment that occurred after the previous SOC Report end date.

- (b) SOC 2 Type II report reports shall address the following:
- (i) Security of Information and Systems;
 - (ii) Availability of Information and Systems;
 - (iii) Processing Integrity;
 - (iv) Confidentiality;
 - (v) Privacy; and
 - (vi) If applicable, compliance with the laws, regulations standards or policies designed to protect the information identified in [ITP-SEC019](#) or other information identified as protected or Confidential by this Contract or under law.
- (c) At the request of the Commonwealth, the Contractor shall complete a SOC for Cybersecurity audits in the event:
- (i) repeated non-conformities are identified in any SOC report required by subsection (a); or
 - (ii) if the Contractor's business model changes (such as a merger, acquisition, or change sub-contractors, etc.).

The Contractor shall provide to the Commonwealth a report of the SOC for Cybersecurity audit findings within **60 days** of its completion.

- (d) The Commonwealth and Contractor may mutually agree in writing to any additional standards, certifications or audits that are applicable to one or more Purchase Orders issued hereunder.
- (e) The Contractor shall adhere to SSAE 18 audit standards. The Contractor acknowledges that the SSAE guidance may be updated during the Term of this Contract, and the Contractor shall comply with such updates which shall be reflected in the next annual report.
- (f) In the event an audit reveals any non-conformity to SSAE standards, the Contractor shall provide the Commonwealth, within **45 calendar days** of the issuance of the SOC report, a documented corrective action plan that addresses each non-conformity. The corrective action plan shall provide, in detail:
 - (i) clear responsibilities of the personnel designated to resolve the non-conformity;
 - (ii) the remedial action to be taken by the Contractor or its subcontractor(s);
 - (iii) the dates when each remedial action is to be implemented; and
 - (iv) a summary of potential risks or impacts to the Commonwealth that are associated with the non-conformity(ies).
- (g) The Commonwealth may in its sole discretion agree, in writing, to accept alternative and equivalent reports or certifications in lieu of a SOC report.

Exhibit B

Attachment 5 - Requirements for Non-Commonwealth Hosted Applications/Services Template

The purpose of this Exhibit B – Attachment 5 is to define requirements for technology solutions procured by the Commonwealth that are not hosted within Commonwealth infrastructure.

These requirements would only apply when the Commonwealth procures a Product or Service that requires the hosting of Commonwealth data by an entity other than the Commonwealth. The Parties will work in good faith to negotiate the Requirements for Non-Commonwealth Hosted Applications/Services in accordance with Section 27. Changes of Exhibit A - Final Negotiated Terms and Conditions. Non-Commonwealth hosting terms would apply if the Commonwealth would request the following Other Services (beyond colocation services) that were presented with the Suppliers response.

- Managed Security: Managed Anti-Virus, File Integrity Monitoring, Managed Firewalls, Configuration Scanning, Two-Factor Authentication, Log Management, External/Internal Vulnerability Scanning
- Disaster Recovery as a Service (DRaaS), DataBank Cloud Connect Backup
- Managed IDS/IPS Security, Managed DDoS Mitigation
- Storage as a Service (STaaS)
- Enterprise Cloud
- Managed Enterprise Cloud / Compliant Cloud

A. Hosting Requirements.

1. The Contractor or its subcontractor shall supply all hosting equipment (hardware and software) required for the cloud services and performance of the software and services set forth in the Quote and Statement of Work.
2. The Contractor shall provide secure access to applicable levels of users via the internet.
3. The Contractor shall use commercially reasonable resources and efforts to maintain adequate internet connection bandwidth and server capacity.
4. The Contractor or its subcontractors shall maintain all hosting equipment (hardware and software) and replace as necessary to maintain compliance with the Service Level Agreements.
5. The Contractor shall monitor, prevent and deter unauthorized system access. Any and all known attempts must be reported to the Commonwealth within **two (2) business days**. In the event of any impermissible disclosure unauthorized loss or destruction of Confidential Information, the receiving Party must immediately notify the disclosing Party and take all reasonable steps to mitigate

any potential harm or further disclosure of such Confidential Information. In addition, pertaining to the unauthorized access, use, release, or disclosure of data, the Contractor shall comply with state and federal data breach notification statutes and regulations, and shall report security incidents to the Commonwealth within **one (1) hour** of when the Contractor has reasonable confirmation of such unauthorized access, use, release, or disclosure of data.

6. The Contractor or the Contractor's subcontractor shall allow the Commonwealth or its delegate, at times chosen by the Commonwealth, and within at least **three (3) business days'** notice, to review the hosted system's data center locations and security architecture.
7. The Contractor's employees or subcontractors, who are directly responsible for day- to-day monitoring and maintenance of the hosted system, shall have industry standard certifications applicable to the environment and system architecture used.
8. The Contractor or the Contractor's subcontractor shall locate servers in a climate- controlled environment. The Contractor or the Contractor's contractor shall house all servers and equipment in an operational environment that meets industry standards including climate control, fire and security hazard detection, electrical needs, and physical security.
9. The Contractor shall examine applicable system and error logs daily to minimize and predict system problems and initiate appropriate action.
10. The Contractor shall completely test and apply patches for all third-party software products in the server environment before release.
11. The Contractor shall comply with Exhibit B – Attachment 4 - SOC Reporting Requirements.
12. The Contractor shall provide the Commonwealth data to the Commonwealth, upon request, in a form acceptable to the Commonwealth, at no cost to the Commonwealth.

B. Security Requirements.

1. The Contractor shall conduct a third-party independent security/vulnerability assessment at its own expense on an annual basis.
2. The Contractor shall comply with the Commonwealth's directions/resolutions to remediate the results of the security/vulnerability assessment to align with the standards of the Commonwealth.
3. The Contractor shall use industry best practices to protect access to the system

with a firewall and firewall rules to prevent access by non-authorized users and block all improper and unauthorized access attempts.

- 4.□ The Contractor shall use industry best practices to provide applicable system intrusion detection and prevention in order to detect intrusions in a timely manner.
- 5.□ The Contractor shall use industry best practices to provide applicable malware and virus protection on all servers and network components.
- 6.□ The Contractor shall limit access to Commonwealth-specific systems, data and services and provide access only to those staff, located in the United States, that must have access to provide services proposed.
- 7.□ The Contractor shall provide the Services, using security technologies and techniques in accordance with industry best practices and the Commonwealth's ITPs set forth in Exhibit B Attachment 3 - ITPs Applicable to Contractor Services, including those relating to the prevention and detection of intrusions, and any other inappropriate use or access of systems and networks.

C. Data Storage.

- 1.□ The Contractor shall store all Commonwealth data in the United States.
- 2.□ The Contractor shall use industry best practices to update and patch all applicable systems and third-party software security configurations to reduce security risk. The Contractor shall protect their operational systems with applicable anti-virus, host intrusion protection, incident response monitoring and reporting, network firewalls, application firewalls, and employ system and application patch management to protect its network and customer data from unauthorized disclosure.
- 3.□ The Contractor shall be solely responsible for applicable data storage required.
- 4.□ The Contractor shall encrypt all Commonwealth data in transit and at rest.
- 5.□ The Contractor shall take all commercially viable and applicable measures to protect the data including, but not limited to, the backup of the servers on a daily basis in accordance with industry best practices and encryption techniques.
- 6.□ The Contractor agrees to have appropriate controls in place to protect critical or sensitive data and shall employ stringent policies, procedures, to protect that data particularly in instances where such critical or sensitive data may be stored on a Contractor-controlled or a Contractor-owned electronic device.
- 7.□ The Contractor shall utilize a secured backup solution to prevent loss of data,

back up all data every day and store backup media. Stored backup media must be kept in an all-hazards protective storage safe at the worksite and when taken offsite. All back up data and media shall be encrypted.

D. Adherence to Policy.

1. The Contractor's support and problem resolution solution shall provide a means to classify problems as to criticality and impact and with appropriate resolution procedures and escalation process for classification of each problem.
2. The Contractor shall abide by the applicable Commonwealth's Information Technology Policies (ITPs), a list of the most relevant are included in Exhibit B Attachment 3 - ITPs Applicable to Contractor Services.
3. The Contractor shall comply with all pertinent federal and state privacy regulations.

E. Closeout.

When the purchase order's or other procurement document's term expires or terminates, and a new purchase order or other procurement document has not been issued by a Commonwealth Agency to the Commonwealth Software Reseller within **sixty (60) days** of expiration or termination, or at any other time at the written request of the Commonwealth, the Contractor must promptly return to the Commonwealth all Commonwealth's data (and all copies of this information) that is in the Contractor's possession or control. The Commonwealth's data shall be returned in a format agreed to by the Commonwealth.

Exhibit B

Attachment 6 – Zayo Customer Schedule

The purpose of this Exhibit B – Attachment 6 is to provide a service description for Zayo CloudLink Services offered through DataBank.

CUSTOMER SCHEDULE Ethernet, IP, & WANs

This Ethernet, IP, and WANs Customer Schedule (“**Customer Schedule**”) is subject to, and made a part of, the Contract for Data Center Services (“**Contract**”) entered into between the Commonwealth of Pennsylvania, acting through the Department of General Services (“DGS” or “Customer”) and DataBank Holding, Ltd (“Contractor”). Zayo owns and operates fiber networks and other related telecommunications facilities and is in the business of providing certain Ethernet, IP, and WANs connectivity offerings (each, an “**Offering**”, collectively, “**Offerings**”). Contractor has contracted with Zayo to provide Offerings to DGS under the Contract. Capitalized terms not defined herein will have the meaning ascribed to such terms in the Contract.

1. DEFINITIONS. The following additional definitions shall apply to Offerings:

- 1.1 95th Percentile Calculation** means the calculation method used to measure Bandwidth usage for Customer Orders which specify Burst Bandwidth. Samples of average Bandwidth utilization rates of both inbound and outbound traffic from Customer port(s) are collected in five (5) minute intervals over a calendar month. The higher of such samples (Inbound or Outbound) are placed on a list and sorted from highest to lowest in amount of Mbps. The highest five percent (5%) of samples are discarded and the next highest sample is chosen to represent the 95th percentile calculation for that month.
- 1.2 Allocated MRC** means, for a multipoint Offering, a portion of MRC allocated by Offering and/or each Customer location as specified on a Customer Order, and if not so specified in a Customer Order then prorated based on the number of locations associated with the Offering.
- 1.3 Bandwidth** means the amount of data (quantified as Mbps (“M”) or Gbps (“G”)) made available to Customer as specified in a Customer Order, or in the event of usage based billing, the amount of data actually transmitted by Customer’s Equipment.
- 1.4 Bandwidth Commitment** means the Customer’s commitment to pay for a certain level of Bandwidth on a monthly basis. Customer agrees to pay the MRC specified on the Customer Order as a minimum monthly charge regardless of actual usage. Any applicable Bandwidth Commitment will be specified on a Customer Order.
- 1.5 Burst Bandwidth** means the amount of Bandwidth usage, based on the 95th Percentile Calculation, in excess of a Bandwidth Commitment. Any usage in excess of the Bandwidth Commitment will incur additional MRC based on the 95th Percentile Calculation. Burst Bandwidth must be specified on a Customer Order to be applicable.
- 1.6 Demarcation Point** means the interface port where Zayo hands off service to Customer unless otherwise specified on a Customer Order.
- 1.7 NNI** means “Network-to-Network Interface” and is an interface used to interconnect a customer’s network to Zayo’s network.
- 1.8 Off-Net** means any Offering which does not meet the definition of On-Net in Section 1.9.
- 1.9 On-Net** means any Offering which connects two locations to which Zayo is already providing the same type of Offering at the time of the Customer Order and which is provisioned entirely on Zayo facilities and does not include any Third Party Offerings (as defined herein) or special construction.
- 1.10 Protected Offering** means an Offering which includes a protection scheme that allows traffic to be rerouted in the event of a fiber cut or equipment failure. For an Offering to be deemed a Protected Offering hereunder, the Customer Order for such Offering shall specifically state that such Offering is a Protected Offering.

1.11 Offering Element means each Offering element set forth in Section 6 for which a Performance Level Target is prescribed (e.g. Availability and Latency).

1.12 Third Party Cloud Provider (TPCP) means a non-Zayo entity to which Customer desires to interconnect an Offering and with which Customer has a direct commercial relationship.

1.13 UNI means “User Network Interface” and is an interface used to interconnect a customer’s network to Zayo’s network.

1.14 Unprotected Offering means Offering which does not include a protection scheme that allows traffic to be rerouted in the event of a fiber cut or equipment failure. Any Offering not expressly designated as a Protected Offering on the applicable Customer Order shall be deemed an Unprotected Offering.

2. ACCEPTABLE USE POLICY. All Offerings are subject to and conditioned upon Zayo’s Acceptable Use Policy, which is attached hereto as Exhibit B - Attachment 7 – Zayo Acceptable Use Policy.

3. OFFERING DESCRIPTIONS

3.1 IP Transit/DIA Offerings

- a) **IP Transit (“IP Transit”)** provides multiservice 1G, 10G and/or 100G ports (minimum 1G commit for a 10G port) available only in designated Zayo IP Points of Presence (“POP”). Customer provides cross-connect within POP.
- b) **Dedicated Internet Access (“DIA”)** is connectivity and access to the Internet via Zayo’s peering arrangements with various Internet service providers. DIA is provided from a Zayo POP to a customer location.
- c) **Additional Features:** Customer may request related services, including additional IP addresses, aggregated billing, Burst Bandwidth, primary and secondary domain name service (“DNS”), or border gateway protocol (“BGP”) services.
- d) **DDoS Protection Offering.** Distributed denial of service (“DDoS”) attacks may from time to time affect the Offering that Zayo provides to Customer by flooding Customer’s system with incoming traffic. Zayo’s DDoS protection Offering (“DDoS Protection”) is an optional service which attempts to mitigate DDoS attacks in accordance with the following procedure:
 - 1. Prior to the Activation Date, Customer and Zayo shall agree on a list of IP addresses to which the DDoS Protection applies;
 - 2. Upon service activation, Zayo will perform an analysis of Customer’s normal Internet traffic and use this traffic profile to identify potential anomalies that could indicate a DDoS attack;
 - 3. Upon detection of anomaly that is indicative of a DDoS attack, Zayo will notify pre-determined Customer contacts that traffic patterns indicate a DDoS attack;
 - 4. DDoS Protection includes managed re-routing of Customer’s DDoS-impacted traffic to one of Zayo’s global scrubbing facilities which attempts to identify and remove the offending traffic; and
 - 5. DDoS Protection does not include: load balancing of traffic or of the Offerings; permanent archival/storage of log files; forensics or investigations; legal case preparation or PR incident support; security consulting services; disaster recovery planning; or permanent filtering/cleaning of traffic.
 - 6. Special Terms for Sustained DDoS Attack - Zayo may suspend or blackhole Customer’s traffic without notice if Customer suffers a sustained DDoS attack whereby Customer’s traffic materially impacts Zayo’s network.

3.2 Ethernet LAN (“ELAN”) is a layer 2 service comprised of a connection to a Zayo POP providing multipoint-to-multipoint Ethernet transport between Customer locations. ELAN Offering can support unicast traffic and a limited amount of multicast or broadcast traffic. ELAN can be provided with QoS which allows Customer to differentiate traffic within the ELAN and on the Zayo network.

3.3 Ethernet (“Ethernet”) is a layer 2 service that provides dedicated or shared point-to-point or point-to-multipoint connectivity for transport of voice, data, video or other forms of communications traffic. Ethernet Offerings meet IEEE 802.3 standards and uses 802.1Q VLAN tagging and stacking to support certain configurations. Ethernet

5.2 Firm Order Commitment Date. Zayo will provide a firm order commitment date (“**FOC Date**”), a date by which Zayo estimates it will turn over Offering for Customer’s use, unless a FOC Date is already stated in a Customer Order. For Off-Net Offerings, Zayo shall notify Customer of the FOC Date within two (2) business days after Zayo receives an installation date from its Third Party Provider.

5.3 Offering Activation. After Zayo has determined that the Offering conforms to the relevant Customer Order, Zayo will notify Customer that the Offering has been activated in accordance with the Customer Order and is available for use by Customer (“**Offering Activation Notice**”). The “**Activation Date**” shall be the earlier of (i) the date on which Customer begins using the Offering for any purpose other than testing; or (ii) the date that Zayo has sent the Offering Activation Notice to Customer. Customer shall have two (2) days following the Activation Date in which to notify Zayo that it is rejecting the Offering because the Offering does not conform to the Customer Order. If Customer has notified Zayo within such two (2) day period that the Offering does not conform to the Customer Order, then Zayo shall take such steps reasonably necessary to conform the Offering to the Customer Order, at which time Zayo shall issue a new Offering Activation Notice and the acceptance process above shall be repeated. If the Activation Date is delayed as a result of Customer’s failure to meet its responsibilities under the Contract or this Customer Schedule, the Activation Date will be deemed to be the later of (a) the FOC Date or (b) the date that Zayo has completed its tasks to deliver the Offering to the best of its ability.

5.4 Incrementally Delivered Offerings. Unless otherwise specified in a Customer Order, Zayo may incrementally deliver individual Offerings, when ready, which may result in different Activation Dates for such incrementally delivered Offerings. For multipoint Offerings, Zayo may incrementally deliver Offering to each Customer location when ready. The Order Term for incrementally delivered multipoint Offerings shall begin on the Activation Date of the first location and/or circuit delivered and shall end after the period specified as the Order Term from the Activation Date of the last location and/or circuit delivered. Unless otherwise set forth in a Customer Order, the charges associated with a delivered service will be based upon the Allocated MRC. Any Bandwidth Commitment for an incrementally delivered service will be proportionally reduced to reflect the number of locations incrementally delivered out of the total number of locations included under such Bandwidth Commitment and Burst Bandwidth will be determined by using the level then in effect as of the last day of each calendar month. For all multipoint Offerings, Outage Credits shall be granted only to affected Customer locations based on Allocated MRC.

6. PERFORMANCE LEVEL TARGETS

6.1 Availability: For IP-VPN, ELAN, CloudLink, SD-WAN, and Ethernet, “**Availability**” means the percentage of time that a Customer location is connected to and can be reached by one or more other Customer locations on the same Customer network. For DIA and IP Transit, Availability means the percentage of time a Customer location can access the Internet. The Availability measurement period begins when a Zayo trouble ticket is opened and is calculated on a calendar month basis. The Offering Credit available to Customer is ten percent (10%) of Allocated MRC for each full hour that the Offering is unavailable following the Performance Level Target set forth below. Outage Credits are available for On-Net Offerings only for IP-VPN, ELAN, DIA, IP Transit, CloudLink, and Ethernet and for On-Net and Off-Net Offerings for SD-WAN (as described below).

Availability		
Offering	Configuration	Performance Level Target
IP-VPN	Unprotected	99.5%
	Protected, single PE	99.9%
	Protected, dual PE	99.99%
ELAN	Unprotected	99.5%
	Protected, single PE	99.9%
	Protected, dual PE	99.99%
DIA	Unprotected	99.5%
	Protected	99.95%
IP Transit	Unprotected	99.5%
	Protected	99.95%
CloudLink	Protected	100%

Exhibit B - Attachment 7 - Zayo Acceptable-Use-Policy

1. Introduction

Zayo Group, LLC ("Zayo") has adopted this Acceptable Use Policy (the "Policy") to define the scope of prohibited activities relating to the use of Zayo's services (the "Services") by customers of Zayo ("Customers") and by users that have gained access to the Services through Customer accounts ("Users"). By using the Services, you acknowledge that you and your Users are responsible for compliance with the Policy. Accordingly, you are responsible for violations of the Policy by any User that accesses the Services through your account. Although Zayo does not intend to control or monitor any User's online experience or the content of their online communications, Zayo reserves the right to edit or remove content that violates (or may violate) the Policy or that otherwise appears to be unlawful, harmful or offensive. The Policy applies to all aspects of the Services. For purposes of the Policy, Zayo includes Zayo Group and all of its affiliates (including direct and indirect subsidiaries and parents). "Zayo Network" includes, without limitation, Zayo's constructed or leased transmission network, including all equipment, systems, facilities, services and products incorporated or used in such transmission network. As used in this Policy, "you" refers to Customers, and any reference to "Users" is intended to encompass, as applicable, both Customers and their Users. This Policy is designed to assist in protecting the Zayo Network, the Service, Users and the Internet community as a whole from improper and/or illegal activity over the Internet, to improve Services and to improve Services offerings. In situations where data communications are carried across networks of other Internet Service Providers (ISPs), Users of the Zayo Network must also conform to the applicable acceptable use policies of such other ISPs.

2. Prohibited Uses

2.1 Illegal Activity. Zayo's Services shall at all times be used in compliance with all applicable laws. Accordingly, Zayo strictly prohibits the use of Services for the transmission, distribution, retrieval, or storage of any information, data or other material in violation of any applicable law or regulation (including, where applicable, any tariff or treaty). This prohibition includes, without limitation, the use or transmission of any data or material protected by copyright, trademark, trade secret, patent or other intellectual property right without proper authorization and the transmission of any material that constitutes an illegal threat, violates export control laws, or is obscene, defamatory or otherwise unlawful.

2.2 Unauthorized Access/Interference. A User may not attempt to gain unauthorized access to, or attempt to interfere with or compromise the

normal functioning, operation or security of, any portion of the Zayo Network. A User may not use the Services to engage in any activities that may interfere with the ability of others to access or use the Services or the Internet. A User may not use the Services to monitor any data, information or communications on any network or system without appropriate authorization. A User may not attempt to gain unauthorized access to the user accounts or passwords of other Users.

2.3 Unsolicited Commercial Email/Spamming/Mailbombing. Zayo's Services may not be used to transmit unsolicited commercial e-mail messages or deliberately send excessively large attachments to one recipient. In addition, Zayo prohibits the use of the Services for any "spamming" or "mailbombing" activities. Use of the service of another provider to send unsolicited commercial email, spam or mailbombs, to promote a site hosted on or connected to the Zayo Network, is similarly prohibited. Likewise, a User may not use the Services to collect responses from mass unsolicited e-mail messages. Zayo may in its sole discretion rely upon information obtained from anti-spamming organizations (including for example and without limitation spamhaus.org, spamcop.net, sorbs.net, and abuse.net) as evidence that a User is an active "spam operation" for purposes of taking remedial action under this Policy.

2.4 Spoofing/Fraud. Zayo prohibits Users from intentionally or negligently injecting false data into the Internet, for instance in the form of bad routing information (including but not limited to the announcing of networks owned by someone else or reserved by the Internet Assigned Numbers Authority) or incorrect DNS information. A User may not attempt to send e-mail messages or transmit any electronic communications using a name or address of someone other than the User for purposes of deception. Any attempt to impersonate someone else by altering a source IP address information or by using forged headers or other identifying information is prohibited. Any attempt to fraudulently conceal, forge or otherwise falsify a User's identity in connection with use of the Service is also prohibited.

2.5 USENET Postings. All postings to USENET groups must comply with that group's charter and other policies. Users are prohibited from cross posting to unrelated news groups or to any news groups where the post does not meet that group's charter. Continued posting of off-topic messages, including commercial messages (unless specifically invited) is prohibited. Disrupting newsgroups with materials, postings or activities that are (as determined by Zayo in its sole discretion) frivolous, unlawful, obscene, threatening, abusive, libelous, hateful, excessive or repetitious, unless such materials or activities are expressly allowed or encouraged under the newsgroup's name, FAQ or charter.

2.6 Miscellaneous Prohibited Activities. Zayo also prohibits Customers and Users from using the Zayo network for any of the following activities:

2.6.1 Intentionally transmitting files containing a computer virus or corrupted data;

2.6.2 Repeatedly exceeding any agreed upon bandwidth limitations on the Customer's account;

2.6.3 Attempting to circumvent or alter the processes or procedures to measure time, bandwidth utilization, or other methods to document use of Zayo's services;

2.6.4 Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this Policy, which includes the facilitation of the means to deliver unsolicited commercial email;

2.6.5 Any activity that disrupts, degrades, harms or threatens to harm the Zayo Network or the Service;

2.6.6 Any use of another party's electronic mail server to relay email without express permission from such other party;

2.6.7 Any other inappropriate activity or abuse of the Services (as determined by Zayo in its sole discretion), whether or not specifically listed in this Policy.

2.7 The prohibited activities set forth above are not an exhaustive list and Zayo reserves the right to take appropriate action to remedy any conduct which it deems to be a violation of this Policy or otherwise may be harmful to Zayo's Network, its Customers, or Internet users.

3. Zayo's Rights.

3.1 Suspension or Termination of Services. Zayo reserves the right to suspend and/or terminate a Customer's Services or a User's access to the Services in the event that a User engages in conduct which Zayo, in its sole discretion, determines is in violation of the Policy or is otherwise illegal or improper. Zayo generally will attempt to notify you of any activity which it deems to be in violation of the Policy and will request that you take whatever steps necessary to get the User to cease such activity; however, in cases where the operation of the Zayo Network is threatened or cases involving unsolicited commercial email/SPAM, a pattern of violations, mail relaying, alteration of your source IP address information, denial of service attacks, illegal activities, suspected fraud in connection with the use of Service, harassment or copyright infringement, Zayo reserves the right to suspend or terminate your Services or the User's access to the Services without notification. In addition, Zayo may take any other appropriate action against you or a User for any violation of the Policy. Zayo also reserves the right to avail itself of the safe harbor

provisions of the Digital Millennium Copyright Act. Zayo does not have any liability to any party, including you, for any violation of the Policy.

3.2 Cooperation with Investigations. Zayo will cooperate with appropriate law enforcement agencies and other parties involved in investigating claims of illegal or inappropriate activity on the Zayo Network. Zayo reserves the right to disclose customer information to the extent authorized or required by federal or state law. In those instances involving child pornography, Zayo complies with all applicable federal and state laws including providing notice to the National Center for the Missing and Exploited Children or other designated agencies.

3.3 Filters and Service Information. Zayo reserves the right to install and use, or to have you install and use, any appropriate devices to prevent violations of this Policy, including devices designed to filter or terminate access to the Services. By accepting and using the Services, you consent to allowing us to collect service information and routing information in the normal course of our business, and to use such information for general business purposes.

4. Customer Responsibilities

4.1 Notice of Network Security Issues. Users are entirely responsible for maintaining the confidentiality of password and account information, as well as the security of their network. You agree immediately to notify Zayo of any unauthorized use of your account or any other breach of security known to you. If you become aware of any violation of this Policy by any person, including Users that have accessed the Service through your account, you are required to notify us. In addition, all Users of the Zayo Network are responsible for notifying Zayo immediately if they become aware of any other event that may negatively affect the Zayo Network, including but not limited to, any threatened "denial of service" attack, unauthorized access, or other security events.

4.2 Configuration. All Users of the Zayo Network are responsible for configuring their own systems to provide the maximum possible accountability. Zayo shall not be liable for any damage caused by such system configurations regardless of whether such configurations have been authorized or requested by Zayo. For example, Users should ensure there are clear "path" lines in news headers so that the originator of a post may be identified. Users should also configure their Mail Transport Agents (MTA) to authenticate (by look-up on the name or similar procedures) any system that connects to perform a mail

exchange, and should generally present header data as clearly possible. As another example, Users should maintain logs of dynamically assigned IP addresses. Users of the Zayo Network are responsible for educating themselves and configuring their systems with at least basic security. Should systems at a User's site be violated, the User is responsible for reporting the violation and then fixing the exploited system. For instance, should a site be abused to distribute unlicensed software due to a poorly configured FTP (File Transfer Protocol) Server, the User is responsible for re-configuring the system to stop the abuse.

4.3 Complaints. In most cases, we will notify our Customer(s) of complaints we receive regarding an alleged violation of this Policy. You agree to promptly investigate all such complaints and take all necessary actions to remedy any violations of this Policy. We may inform the complainant that you are investigating the complaint and may provide the complainant with the necessary information to contact you directly to resolve the complaint. You shall identify a representative for the purposes of receiving such communications.

5. Privacy

Because the Internet is an inherently open and insecure means of communication, any data or information a User transmits over the Internet may be susceptible to interception and alteration.

6. RESERVED

7. Complaints and Contact Information

Any complaints, questions, or comments regarding this Policy, prohibited use or other abuse of the Zayo Network, should be sent to abuse@zayo.com. Please include all applicable information that will assist Zayo in investigating the complaint, including all applicable headers of forwarded messages. Sites experiencing live attacks from Zayo Customers should call 866-236-2824 to submit a complaint as quickly as possible. Please state the urgency of the situation should you need immediate attention.

Final Negotiated Cost Submittal

REQUEST FOR PROPOSALS FOR
Data Center Services

RFP 6100050958

Officer Contact Information	
OFFICER NAME	CONTACT PERSON
OFFICER ADDRESS	PHONE NUMBER
	EMAIL ADDRESS
	CELL NUMBER
	OFFICE PHONE
	CELL PHONE #
	MOBILE #

NOTES
 Estimated Quantities are for evaluation purposes only and do not guarantee payment.
 Officers whose floor space does not require an upgrade to meet the 2800 pound static load requirement for 50% of space may place a zero in cell C7.

ONE TIME COSTS			
Cage Refurbish Services (S.A.)	Quantity	Deliverable Cost	Total Cost
Cabinet Refurbish Cage 541 Top, supports up to 30 Cabinets	1	\$25,466.82	\$25,466.82

Floor Capacity Upgrade, as required (S-4E.6)			
50% of ground floor space upgraded to 2,800 pounds/sq.ft	Quantity	Non-recurring (one-time) cost	Total (one-time)
	1	\$5,000.00	\$5,000.00

Power Circuit Provisioning (S-4E.7)			
200 VAC 20 Amp Circuit (Single Phase), terminated to a single receptacle	2	\$400.00	\$800.00
200 VAC 30 Amp Circuit (Single Phase), terminated to a single receptacle	5	\$475.00	\$2,375.00
200 VAC 40 Amp Circuit (Single Phase), terminated to a single receptacle	22	\$700.00	\$15,400.00
200 VAC 30 Amp Circuit (Three Phase), terminated to a single receptacle	1	\$900.00	\$900.00
200 VAC 50 Amp Circuit (Three Phase), terminated to a single receptacle	6	\$1,000.00	\$6,000.00
200 VAC 60 Amp Circuit (Three Phase), terminated to a single receptacle	4	\$1,000.00	\$4,000.00
100 VAC Circuit, terminated to a single receptacle	2	\$400.00	\$800.00
Total Power Circuit Cost - One time cost Year 1			\$30,275.00

Other Services - Installation of COP-provided cabinets (S-4E.8)			
Cabinet Installation and Grounding Services (years 1 - 5)	Quantity (estimated)	Non-recurring (one-time) cost	Total (One Time)
	30	\$500.00	\$15,000.00
Cabinet Installation and Grounding Services (years 6 - 10)	10	\$500.00	\$5,000.00

MONTHLY COSTS (S-4 M., J., & K.)												
Cost per Tier / Base Years 1-5	Reserve Power (KW)	Price per KW (Year 1)	Total (Monthly - Year 1)	Price per KW (Year 2)	Total (Monthly - Year 2)	Price per KW (Year 3)	Total (Monthly - Year 3)	Price per KW (Year 4)	Total (Monthly - Year 4)	Price per KW (Year 5)	Total (Monthly - Year 5)	Total Base Years 1-5
24 Cabinets (Reserve Power - 120KW)	120	\$135.00	\$16,200.00	\$135.00	\$16,200.00	\$135.00	\$16,200.00	\$135.00	\$16,200.00	\$135.00	\$16,200.00	\$1,284,000.00
30 Cabinets (Reserve Power - 150KW)	150	\$130.00	\$19,500.00	\$130.00	\$19,500.00	\$130.00	\$19,500.00	\$130.00	\$19,500.00	\$130.00	\$19,500.00	\$1,470,000.00
35 Cabinets (Reserve Power - 175KW)	175	\$145.00	\$25,375.00	\$145.00	\$25,375.00	\$145.00	\$25,375.00	\$145.00	\$25,375.00	\$145.00	\$25,375.00	\$1,653,625.00
40 Cabinets (Reserve Power - 200KW)	200	\$140.00	\$28,000.00	\$140.00	\$28,000.00	\$140.00	\$28,000.00	\$140.00	\$28,000.00	\$140.00	\$28,000.00	\$1,792,000.00
45 Cabinets (Reserve Power - 225KW)	225	\$135.00	\$30,375.00	\$135.00	\$30,375.00	\$135.00	\$30,375.00	\$135.00	\$30,375.00	\$135.00	\$30,375.00	\$1,935,000.00
50 Cabinets (Reserve Power - 250KW)	250	\$130.00	\$32,500.00	\$130.00	\$32,500.00	\$130.00	\$32,500.00	\$130.00	\$32,500.00	\$130.00	\$32,500.00	\$2,070,000.00

Cost per Tier / Optional Years 6-10	Reserve Power (KW)	Price per KW (Year 6)	Total (Monthly - Year 6)	Price per KW (Year 7)	Total (Monthly - Year 7)	Price per KW (Year 8)	Total (Monthly - Year 8)	Price per KW (Year 9)	Total (Monthly - Year 9)	Price per KW (Year 10)	Total (Monthly - Year 10)	Total Optional Years 6-10 (5 Years)
24 Cabinets (Reserve Power - 120KW)	120	\$175.00	\$21,600.00	\$185.00	\$22,200.00	\$190.00	\$22,800.00	\$195.00	\$23,400.00	\$200.00	\$24,000.00	\$1,373,700.00
30 Cabinets (Reserve Power - 150KW)	150	\$170.00	\$25,500.00	\$175.00	\$26,250.00	\$180.00	\$27,000.00	\$185.00	\$27,750.00	\$190.00	\$28,500.00	\$1,461,750.00
35 Cabinets (Reserve Power - 175KW)	175	\$185.00	\$29,875.00	\$175.00	\$30,375.00	\$170.00	\$30,150.00	\$165.00	\$29,025.00	\$160.00	\$28,000.00	\$1,574,125.00
40 Cabinets (Reserve Power - 200KW)	200	\$180.00	\$36,000.00	\$185.00	\$37,000.00	\$190.00	\$38,000.00	\$195.00	\$39,000.00	\$200.00	\$40,000.00	\$1,663,000.00
45 Cabinets (Reserve Power - 225KW)	225	\$175.00	\$39,375.00	\$180.00	\$40,500.00	\$185.00	\$41,525.00	\$190.00	\$42,500.00	\$195.00	\$43,500.00	\$1,745,000.00
50 Cabinets (Reserve Power - 250KW)	250	\$170.00	\$42,500.00	\$175.00	\$43,750.00	\$180.00	\$45,000.00	\$185.00	\$46,250.00	\$190.00	\$47,500.00	\$1,827,000.00

Power Cost (Estimated)	Estimated % of Licensed Primary KW	Estimated kWh Cost Based on Reserve Power 100 kW Years 1-5 @ \$0.09/kWh Years 6-10	Average Hours Per Month	Estimated kWh/Month Usage	Enter Current PUC Cost per kWh	Enter PUC (Cooling Factor)	Monthly Power Cost (Estimated)	Total Power Cost
Eleventh Hour Power Usage (Billed as Actual Usage) estimated for Base Years 1 - 5	60%	90	720	64,800	\$0.0475	1.40	\$4,380.00	\$262,340.00
Eleventh Hour Power Usage (Billed as Actual Usage) estimated for Optional Years 6 - 10	60%	120	720	87,600	\$0.0475	1.40	\$5,820.00	\$348,524.00

Remote Hands Services / Base Years 1 - 5	Quantity in Hours per year (Estimated)	Hourly Rate (Year 1)	Total (Year 1)	Hourly Rate (Year 2)	Total (Year 2)	Hourly Rate (Year 3)	Total (Year 3)	Hourly Rate (Year 4)	Total (Year 4)	Hourly Rate (Year 5)	Total (Year 5)	Total Base Years
Remote Hands Service (per hour - billed in 15 minute increments)	120	\$75.00	\$9,000.00	\$75.00	\$9,000.00	\$75.00	\$9,000.00	\$75.00	\$9,000.00	\$75.00	\$9,000.00	\$40,000.00
Remote Hands Service (per hour - billed in 15 minute increments)	200	\$75.00	\$15,000.00	\$75.00	\$15,000.00	\$75.00	\$15,000.00	\$75.00	\$15,000.00	\$75.00	\$15,000.00	\$70,000.00
Remote Hands Service (per hour - billed in 15 minute increments)	300	\$75.00	\$22,500.00	\$75.00	\$22,500.00	\$75.00	\$22,500.00	\$75.00	\$22,500.00	\$75.00	\$22,500.00	\$110,000.00

Remote Hands Services / Optional Years 6 - 10	Quantity in Hours per year (Estimated)	Hourly Rate (Year 6)	Total (Year 6)	Hourly Rate (Year 7)	Total (Year 7)	Hourly Rate (Year 8)	Total (Year 8)	Hourly Rate (Year 9)	Total (Year 9)	Hourly Rate (Year 10)	Total (Year 10)	Total Base Years (Optional Years)
Remote Hands Service (per hour - billed in 15 minute increments)	120	\$75.00	\$9,000.00	\$75.00	\$9,000.00	\$75.00	\$9,000.00	\$75.00	\$9,000.00	\$75.00	\$9,000.00	\$40,000.00
Remote Hands Service (per hour - billed in 15 minute increments)	200	\$75.00	\$15,000.00	\$75.00	\$15,000.00	\$75.00	\$15,000.00	\$75.00	\$15,000.00	\$75.00	\$15,000.00	\$70,000.00
Remote Hands Service (per hour - billed in 15 minute increments)	300	\$75.00	\$22,500.00	\$75.00	\$22,500.00	\$75.00	\$22,500.00	\$75.00	\$22,500.00	\$75.00	\$22,500.00	\$110,000.00

Cross Connect Services / Base Years 1 - 5	Quantity (Estimated)	One-time per Unit cost - if applicable Year 1	Monthly per Unit cost - if applicable Year 1	Total Year 1	One-time per Unit cost - if applicable Year 2	Monthly per Unit cost - if applicable Year 2	Total Year 2	One-time per Unit cost - if applicable Year 3	Monthly per Unit cost - if applicable Year 3	Total Year 3	One-time per Unit cost - if applicable Year 4	Monthly per Unit cost - if applicable Year 4	Total Year 4	One-time per Unit cost - if applicable Year 5	Monthly per Unit cost - if applicable Year 5	Total Year 5	Total Base Years (1-5)
Cross Connect Services (PBA)	8	\$75.00	\$150.00	\$1,200.00	\$0.00	\$150.00	\$1,200.00	\$0.00	\$150.00	\$1,200.00	\$0.00	\$150.00	\$1,200.00	\$0.00	\$150.00	\$1,200.00	\$7,600.00
Cross Connect Services (EAT 6)	4	\$75.00	\$150.00	\$7,300.00	\$0.00	\$150.00	\$7,300.00	\$0.00	\$150.00	\$7,300.00	\$0.00	\$150.00	\$7,300.00	\$0.00	\$150.00	\$7,300.00	\$46,000.00
Cross Connect Services (POTS)	2	\$75.00	\$150.00	\$3,700.00	\$0.00	\$150.00	\$3,600.00	\$0.00	\$150.00	\$3,600.00	\$0.00	\$150.00	\$3,600.00	\$0.00	\$150.00	\$3,600.00	\$18,100.00
																	\$127,000.00

Cross Connect Services / Optional Years 6 - 10	Quantity (Estimated)	One-time per Unit cost - if applicable Year 6	Monthly per Unit cost - if applicable Year 6	Total Year 6	One-time per Unit cost - if applicable Year 7	Monthly per Unit cost - if applicable Year 7	Total Year 7	One-time per Unit cost - if applicable Year 8	Monthly per Unit cost - if applicable Year 8	Total Year 8	One-time per Unit cost - if applicable Year 9	Monthly per Unit cost - if applicable Year 9	Total Year 9	One-time per Unit cost - if applicable Year 10	Monthly per Unit cost - if applicable Year 10	Total Year 10	Total Base Years (1-10)
Cross Connect Services (PBA)	8	\$0.00	\$150.00	\$1,200.00	\$0.00	\$150.00	\$1,200.00	\$0.00	\$150.00	\$1,200.00	\$0.00	\$150.00	\$1,200.00	\$0.00	\$150.00	\$1,200.00	\$72,000.00
Cross Connect Services (EAT 6)	4	\$0.00	\$150.00	\$7,300.00	\$0.00	\$150.00	\$7,300.00	\$0.00	\$150.00	\$7,300.00	\$0.00	\$150.00	\$7,300.00	\$0.00	\$150.00	\$7,300.00	\$46,000.00
Cross Connect Services (POTS)	2	\$0.00	\$150.00	\$3,600.00	\$0.00	\$150.00	\$3,600.00	\$0.00	\$150.00	\$3,600.00	\$0.00	\$150.00	\$3,600.00	\$0.00	\$150.00	\$3,600.00	\$18,000.00
																	\$136,000.00

CloudLink Cloud Connect - AWS - US East OH	5G / 10G	\$0.00	\$2,049.47	\$24,593.64	\$0.00	\$2,069.96	\$24,839.57	\$0.00	\$2,090.66	\$25,087.97	\$0.00	\$2,111.57	\$25,338.85	\$0.00	\$2,132.69	\$25,592.24	\$125,452.26
CloudLink Cloud Connect - AWS - US West OR	5G / 10G	\$0.00	\$2,049.47	\$24,593.64	\$0.00	\$2,069.96	\$24,839.57	\$0.00	\$2,090.66	\$25,087.97	\$0.00	\$2,111.57	\$25,338.85	\$0.00	\$2,132.69	\$25,592.24	\$125,452.26
CloudLink Cloud Connect - AWS - US West CA	5G / 10G	\$0.00	\$2,049.47	\$24,593.64	\$0.00	\$2,069.96	\$24,839.57	\$0.00	\$2,090.66	\$25,087.97	\$0.00	\$2,111.57	\$25,338.85	\$0.00	\$2,132.69	\$25,592.24	\$125,452.26
CloudLink Cloud Connect - AWS - GovCloud West	5G / 10G	\$0.00	\$2,049.47	\$24,593.64	\$0.00	\$2,069.96	\$24,839.57	\$0.00	\$2,090.66	\$25,087.97	\$0.00	\$2,111.57	\$25,338.85	\$0.00	\$2,132.69	\$25,592.24	\$125,452.26
CloudLink Cloud Connect - AWS - GovCloud East	5G / 10G	\$0.00	\$2,049.47	\$24,593.64	\$0.00	\$2,069.96	\$24,839.57	\$0.00	\$2,090.66	\$25,087.97	\$0.00	\$2,111.57	\$25,338.85	\$0.00	\$2,132.69	\$25,592.24	\$125,452.26
CloudLink Cloud Connect - AWS - US East Northern VA	10G / 10G	\$0.00	\$2,364.77	\$28,377.27	\$0.00	\$2,388.42	\$28,661.04	\$0.00	\$2,412.30	\$28,947.65	\$0.00	\$2,436.43	\$29,237.13	\$0.00	\$2,460.79	\$29,529.50	\$144,752.60
CloudLink Cloud Connect - AWS - US East OH	10G / 10G	\$0.00	\$2,364.77	\$28,377.27	\$0.00	\$2,388.42	\$28,661.04	\$0.00	\$2,412.30	\$28,947.65	\$0.00	\$2,436.43	\$29,237.13	\$0.00	\$2,460.79	\$29,529.50	\$144,752.60
CloudLink Cloud Connect - AWS - US West OR	10G / 10G	\$0.00	\$2,364.77	\$28,377.27	\$0.00	\$2,388.42	\$28,661.04	\$0.00	\$2,412.30	\$28,947.65	\$0.00	\$2,436.43	\$29,237.13	\$0.00	\$2,460.79	\$29,529.50	\$144,752.60
CloudLink Cloud Connect - AWS - US West CA	10G / 10G	\$0.00	\$2,364.77	\$28,377.27	\$0.00	\$2,388.42	\$28,661.04	\$0.00	\$2,412.30	\$28,947.65	\$0.00	\$2,436.43	\$29,237.13	\$0.00	\$2,460.79	\$29,529.50	\$144,752.60
CloudLink Cloud Connect - AWS - GovCloud West	10G / 10G	\$0.00	\$2,364.77	\$28,377.27	\$0.00	\$2,388.42	\$28,661.04	\$0.00	\$2,412.30	\$28,947.65	\$0.00	\$2,436.43	\$29,237.13	\$0.00	\$2,460.79	\$29,529.50	\$144,752.60
CloudLink Cloud Connect - AWS - GovCloud East	10G / 10G	\$0.00	\$2,364.77	\$28,377.27	\$0.00	\$2,388.42	\$28,661.04	\$0.00	\$2,412.30	\$28,947.65	\$0.00	\$2,436.43	\$29,237.13	\$0.00	\$2,460.79	\$29,529.50	\$144,752.60

Power Distribution Units (PDU) Purchase	Brand	Type	Model	Position	Phase	Input	One-time cost	Monthly per Unit cost
208 VAC 20 Amp Circuit (Single-Phase)	APC	ATS	AP4434	Horizontal	Single	C20	\$ 1,100.00	\$ -
208 VAC 20 Amp Circuit (Single-Phase)	APC	Metered PDU	AP8459NA3	Vertical	Single	L6-20P	\$ 1,100.00	\$ -
208 VAC 20 Amp Circuit (Single-Phase)	APC	Metered PDU	AP8858NA3	Vertical	Single	L6-20P	\$ 469.00	\$ -
208 VAC 30 Amp Circuit (Single-Phase)	APC	Metered PDU	AP8841	Vertical	Single	L6-30	\$ 629.00	\$ -
208 VAC 30 Amp Circuit (Single-Phase)	APC	Metered PDU	AP8441	Vertical	Single	L6-30P	\$ 1,275.00	\$ -
208 VAC 30 Amp Circuit (Single-Phase)	APC	Switched PDU	AP8941	Vertical	Single	L6-30P	\$ 1,050.00	\$ -
208 VAC 30 Amp Circuit (Single-Phase)	APC	ATS	AP4432	Horizontal	Single	L6-30P	\$ 1,375.00	\$ -
EMI105-06 G3 Metered Input	Eaton						\$ 1,392.00	\$ -

Note:

Leased Power Distribution Units (PDU) - 5 Year Lease Term	Brand	Type	Model	Position	Phase	Input	One-time cost	Monthly per Unit cost - 5 Year
208 VAC 20 Amp Circuit (Single-Phase) LEASED	APC	Metered PDU	AP8459NA3	Vertical	Single	L6-20P	\$ -	\$ 115.00
208 VAC 20 Amp Circuit (Single-Phase) LEASED	APC	Metered PDU	AP8858NA3	Vertical	Single	L6-20P	\$ -	\$ 50.00
208 VAC 30 Amp Circuit (Single-Phase) LEASED	APC	Metered PDU	AP8841	Vertical	Single	L6-30	\$ -	\$ 45.00
208 VAC 30 Amp Circuit (Single-Phase) LEASED	APC	Metered PDU	AP8441	Vertical	Single	L6-30P	\$ -	\$ 60.00
208 VAC 30 Amp Circuit (Single-Phase) LEASED	APC	Switched PDU	AP8941	Vertical	Single	L6-30P	\$ -	\$ 70.00
EMI105-06 G3 Metered Input	Eaton						\$ -	\$ 50.00

Note: All 5 year terms.

Leased Power Distribution Units (PDU) - 1 Year Lease Term	Brand	Type	Model	Position	Phase	Input	One-time cost	Monthly per Unit cost - 1 Year
208 VAC 20 Amp Circuit (Single-Phase) LEASED	APC	Metered PDU	AP8459NA3	Vertical	Single	L6-20P	\$ -	\$ 230.00
208 VAC 20 Amp Circuit (Single-Phase) LEASED	APC	Metered PDU	AP8858NA3	Vertical	Single	L6-20P	\$ -	\$ 100.00
208 VAC 30 Amp Circuit (Single-Phase) LEASED	APC	Metered PDU	AP8841	Vertical	Single	L6-30	\$ -	\$ 90.00
208 VAC 30 Amp Circuit (Single-Phase) LEASED	APC	Metered PDU	AP8441	Vertical	Single	L6-30P	\$ -	\$ 120.00
208 VAC 30 Amp Circuit (Single-Phase) LEASED	APC	Switched PDU	AP8941	Vertical	Single	L6-30P	\$ -	\$ 140.00
EMI105-06 G3 Metered Input	Eaton						\$ -	\$ 150.00

Note: All 1 year terms.

Cabinet Purchase Options (I-4, L, Offeror Supplied Cabinets)			
Cabinet Type	Quantity	Non-recurring (one-time) cost	Total (one-time)
Wright Line Cabinet part # JW963040; 96" H x 30" W x 40" D; welded Paramount Steel frame; Black	1	\$1,956.20	\$1,956.20
AR3357W Cabinets NetShelter SX 48U 750mm Wide x 1200mm; Black	1	\$2,420.00	\$2,420.00

Note:

Cabinet Lease Options (I-4, L, Offeror Supplied Cabinets) - 5 Year Lease Term			
Cabinet Type	Quantity	Monthly per Unit cost (Term needs added)	Total 1 Year
Wright Line Cabinet part # JW963040; 96" H x 30" W x 40" D; welded Paramount Steel frame; Black	1	\$50.00	\$600.00
AR3357W Cabinets NetShelter SX 48U 750mm Wide x 1200mm; Black	1	\$55.00	\$660.00

Note: All 5 year terms.

Cabinet Lease Options (I-4, L, Offeror Supplied Cabinets) - 1 Year Lease Term			
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Cabinet Type	Quantity	Monthly per Unit cost (Term needs added)	Total 1 Year
Wright Line Cabinet part # JW963040; 96" H x 30" W x 40" D; welded Paramount Steel frame; Black	1	\$200.00	\$2,400.00
AR3357W Cabinets NetShelter SX 48U 750mm Wide x 1200mm; Black	1	\$250.00	\$3,000.00

Note: All 1 Year Terms

Event Summary - Data Center Services

Type	Request for Proposal	Number	6100050958
Stage Title	-	Organization	CommonwealthPA
Currency	US Dollar	Event Status	Under Evaluation
Work Group	IT	Exported on	11/12/2020
Exported by	Thomas Schwartz	Estimated Value	-
Payment Terms	-		

Bid and Evaluation

Respond by Proxy	Disallow	Use Panel Questionnaire	Yes
Sealed Bid	Yes	Auto Score	No
		Cost Analysis	No
Alternate Items	No	Confidential Pricing	No

Visibility and Communication

Visible to Public Yes


Enter a short description for this public event

The Commonwealth requires data center colocation services from a qualified offeror to support its ongoing operations. Offerors shall propose a single data center location in Pennsylvania.

Commodity Codes

Commodity Code	Description
81110000	Computer services
43200000	Components for information technology or broadcasting or telecommunications
43210000	Computer Equipment and Accessories

Event Dates

Time Zone	EDT/EST - Eastern Standard Time (US/Eastern)
Released	-
Open	10/5/2020 3:30 PM EDT
Close	11/12/2020 1:00 PM EST
Sealed Until	11/12/2020 1:00 PM
	 Show Sealed Bid Open Date to Supplier
Q&A Close	10/19/2020 1:00 PM EDT

Description

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

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

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

4. Project Description. The Commonwealth requires data center colocation services from a qualified offeror to support its ongoing operations. Offerors shall propose a single data center location in Pennsylvania.

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

6.SDB/VBE Participation. The Issuing Office and the Department of General Services’ Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO) identified this procurement as potentially eligible for the setting of Small Diverse Business (SDB) and/or Veteran Business Enterprise (VBE) participation goals. However, after analyzing the solicitation for subcontracting opportunities and researching available SDB and/or VBE firms to perform commercially useful functions, the Issuing Office and BDISBO have determined that the SDB and/or VBE participation opportunities for the scope of work for this procurement are de minimis. Therefore, the Issuing Office and BDISBO have declined to set SDB or VBE participation goals for this procurement. In addition, there will be no points allocated toward SDB/SB participation for this procurement.

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

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

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

The Issuing Office does not consider questions to be a protest of the specifications or the solicitation.

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

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

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

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

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

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

16. Prime Contractor Responsibilities. The selected Offeror must perform the largest percentage of work as compared to its subcontractors and suppliers. Nevertheless, the contract will require the selected Offeror to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. Further, the Issuing Office will consider the selected Offeror to be the sole point of contact with regard to all contractual matters.

17. Proposal Contents.

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

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

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

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

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

The Issuing Office may further limit participation in the best and final offers process to those remaining responsible Offerors which the Issuing Office has determined to be within the top competitive range of responsive proposals. The Evaluation Criteria shall also be used to evaluate

the Best and Final offers. Price reductions offered through any online auction shall have no effect upon the Offeror's Technical Submittal.

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

20. Term of Contract. The term of the contract will commence on the Effective Date and will end in five (5) years with five (5) optional renewal years. The Issuing Office will fix the Effective Date after the contract has been fully executed by the selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The selected Offeror shall not start the performance of any work prior to the Effective Date of the contract, and the Commonwealth shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the Effective Date of the contract.

21. Notification of Selection for Contract Negotiations. The Issuing Office will notify all Offerors in writing of the Offeror selected for contract negotiations after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Issuing Office. Prior to execution of the contract resulting from the RFP, the selected Offeror must be registered in the Commonwealth of Pennsylvania's Vendor Master file. In order to register, Offerors must visit the Pa Supplier Portal at <https://www.pasupplierportal.state.pa.us/> or call the Customer Support Center at 877-435-7363.

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

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

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

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

26. Evaluation Criteria. The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. The following criteria will be used in evaluating each proposal:

A. Technical: The Issuing Office has established the weight for the Technical criterion for this RFP as 65% of the total points. Evaluation will be based upon the following: **Soundness of Approach, Offeror Qualifications, Available Facilities.** The final Technical scores are determined by giving the maximum number of technical points available to the proposal(s) with the highest raw technical score. The remaining proposals are rated by applying the Technical Scoring Formula set forth at the following webpage: [click here](#)

B. Cost: The Issuing Office has established the weight for the Cost criterion for this RFP as 35% of the total points. The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available. The remaining proposals are rated by applying the Cost Formula set forth at the following webpage: [click here](#)

C. Domestic Workforce Utilization: Any points received for the Domestic Workforce Utilization criterion are bonus points in addition to the total points for this RFP. The maximum amount of bonus points available is 3% of the total points for this RFP. To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those Offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. The Domestic Workforce Utilization Formula is at the following webpage: [Click here](#)

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

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

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

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

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

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

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

Stage Description

No description available.

1 ★ **Instructions To Supplier :**

Responsibility to Review.

Certification

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

Supplier Must Also Upload a File:

No

Prerequisite Content:

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

Buyer Attachments

Data Center Services Technical Submittal	1 Data Center Services Technical Submittal.docx	../Attachments/1 Data Center Services Technical Submittal.docx
Appendix A, Offeror Project Reference	Appendix A Offeror Project Reference.docx	../Attachments/Appendix A Offeror Project Reference.docx
Appendix B, Proposed Personnel Project Experience	Appendix B Proposed Personnel Project Experience.docx	../Attachments/Appendix B Proposed Personnel Project Experience.docx
Appendix C, Personnel Summary Matrix	Appendix C Personnel Summary Matrix.docx	../Attachments/Appendix C Personnel Summary Matrix.docx
Appendix D, Service Level Agreements	Appendix D Service Level Agreements .docx	../Attachments/Appendix D Service Level Agreements .docx
Appendix E, SLA Methodology	Appendix E SLA Methodology.docx	../Attachments/Appendix E SLA Methodology.docx
Appendix F, Cost Submittal 10.13.2020	Appendix F Cost Submittal 10.13.2020.xlsx	../Attachments/Appendix F Cost Submittal 10.13.2020.xlsx
Appendix G, IT Contract Terms and Conditions	Appendix G IT Contract Terms and Conditions.docx	../Attachments/Appendix G IT Contract Terms and Conditions.docx

Questions

★ Supplier Response Is Required

RFP Questions

Group 1.1: Technical Questions

- 1.1.1 Please download, complete, and upload Data Center Services Technical Submittal from Buyer Attachments. ★
File Upload
- 1.1.2 Please download, complete, and upload Appendix A, Offeror Project Reference from Buyer Attachments.
File Upload
- 1.1.3 Please download, complete, and upload Appendix B, Proposed Personnel Summary Matrix from Buyer Attachments.
File Upload
- 1.1.4 Please download, complete, and upload Appendix C, Personnel Summary Matrix from Buyer Attachments.
File Upload
- 1.1.5 Any additional attachments in support of the technical submittal can be uploaded here. If multiple files are needed combine into a single document or create a .zip file combining the files into a single .zip file.
File Upload
- 1.1.6 I have read and fully understand the Service Level Agreements located in Appendix D. ★
Yes/No
- 1.1.7 This RFP is subject to the Information Technology Policies (ITPs) issued by the Office of Administration, Office for Information Technology found at <https://www.oa.pa.gov/Policies/Pages/itp.aspx>. All proposals must be submitted on the basis that all ITPs are applicable to this procurement. It is the responsibility of the Offeror to read and be familiar with the ITPs. Notwithstanding the foregoing, if the Offeror believes that any ITP is not applicable to this procurement, it must list all such ITPs in its technical response, and explain why it believes the ITP is not applicable. The Issuing Office may, in its sole discretion, accept or reject any request that an ITP not be considered to be applicable. The Offeror's failure to list an ITP will result in its waiving its right to do so later, unless the Issuing Office, in its sole discretion, determines that it would be in the best interest of the Commonwealth to waive the pertinent ITP.
Text (Multi-Line)
- 1.1.8 Accessibility Needs. The Commonwealth's Executive Order 2016-03, 2016-03 - Establishing "Employment First" Policy and Increasing Competitive Integrated Employment for Pennsylvanians with a Disability, states that Commonwealth employees with disabilities may require accommodations of assistive technology in order to perform the functions of their jobs. The Commonwealth will further the objectives of providing appropriate accommodation and support through the contracts resulting from this procurement. Contractors must provide an accessibility plan and assistive technology for the products and services of this procurement, as applicable. If applicable, please upload provide an accessibility plan and assistive technology. See http://www.oa.pa.gov/Policies/eo/Documents/2016_03.pdf for additional information.
File Upload

Group 1.2: Cost

- 1.2.1 Please use Appendix F, Cost Submittal from Buyer Attachments to submit your cost proposal for this procurement. Do not include any assumptions in your submittal. If you do, your proposal may be rejected. ★
File Upload

Additional Required Documentation

Group 2.1: Standard Forms

- 2.1.1 Please download, sign, and attach the Iran Free Procurement Certification and Disclosure Form. ★
File Upload
Iran Free Procurement Certification Form - ../Attachments/QuestionAttachments/Iran Free Procurement Certification Form.pdf

- 2.1.2** Please download, sign and attach the Domestic Workforce Utilization Certification Form. ★
File Upload
Domestic Workforce Utilization Certification Form - ../Attachments/QuestionAttachments/Domestic Workforce Utilization Certification Form.doc
- 2.1.3** Please download, complete, and attach the Trade Secret/Confidential Proprietary Information Notice. ★
File Upload
 Trade Secret/Confidential Proprietary Information Notice - ../Attachments/QuestionAttachments/TradeSecret_ConfidentialPropertyInfoNotice (002).pdf
- 2.1.4** Any Offeror who determines that it must divulge trade secrets or confidential proprietary information as part of its proposal must submit a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.
File Upload
- 2.1.5** Complete and sign the attached Lobbying Certification and Disclosure form (only applicable when federal funds are being used in the amount of \$100,000 or more). ★
File Upload
Lobbying Certification and Disclosure Form - ../Attachments/QuestionAttachments/BOP-1307 LOBBYING CERTIFICATION FORM.docx
- 2.1.6** Please download, complete and upload the COSTARS Program Election to Participate Form only applicable if the Offeror elects to permit COSTARS members to participate in the contract resulting from this RFP.

File Upload
COSTARS Election to Participate Form - ../Attachments/QuestionAttachments/COSTARSProgramContractorElectiontoParticipate REV 11717.docx
- 2.1.7** The Commonwealth has determined that this contract will be made available to external procurement activities. Further information can be found below in the attached file.
File Upload
External Procurement Activities - ../Attachments/QuestionAttachments/Participating Addendum with an External Procurement Activity.docx

Group 2.2: Terms and Conditions

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

Group 2.3: Offeror's Representation

- 2.3.1** By submitting a proposal, each Offeror understands, represents, and acknowledges the attached representations and authorizations. ★
Yes/No
Offerors Representations and Authorizations - ../Attachments/QuestionAttachments/Offerors Representations and Authorizations.docx

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

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I-1. Statement of the Project.

Offerors shall state in succinct terms their understanding of the Project presented and the Services required by this RFP.

Offeror Response

I-2. Qualifications.

- A. Company Overview.** Describe in narrative form the corporate history and relevant experience of the corporation and any subcontractors. Provide detail information on the ownership of the company (names and percent of ownership), the date the company was established, the date the company began operations, the physical location of the company, and the current size of the company. Provide a corporate organizational chart.

Describe your corporate identity, its legal status, and include the name, address, telephone number, and email address for the legal entity that is submitting the proposal. In addition, provide the name of the principal officers, a description of its major services, and any specific licenses and accreditations held by the Offeror.

Provide similar organizational background information on any significant subcontractor for services. A significant subcontractor is defined as an organization undertaking more than ten (10%) on the total cost basis of the work associated with this RFP.

If an Offeror is proposing to use the services or products of a subsidiary or affiliated firm, the Offeror must describe the business arrangement with that entity and the scope of the services the entity will provide.

Offeror Response

- B. Prior Experience.** Offerors shall describe their experience in providing data center management services to public sector organizations of similar size and complexity to this project. Experience shown shall include work performed by individuals who will be assigned to this Project, as well as that of your company. Offerors shall describe prior experience for at least three (3) completed projects of similar size and complexity. Offerors shall provide the requested information by completing **Appendix A, Offeror Project Reference**.

Additionally, Offerors shall state whether any of the following have occurred on any project for which the Offeror was the Prime Contractor:

1. During the last five (5) years, the Offeror has had a contract terminated for default, or for cause. If so, the Offeror shall submit full details including the other party's name, address, and telephone number.

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2. During the last five (5) years, the Offeror has been assessed any liquidated damages under any of their existing or past contracts. If so, indicate the reason for the imposition of liquidated damages, and the liquidated damages amount of each incident.
3. During the last five (5) years, the Offeror, a subsidiary or intermediate company, parent company or holding company was the subject of any order, judgment or decree of any federal or state authority barring, suspending or otherwise limiting the right of the Offeror to engage in any business, practice or activity, or if trading in the stock of the companies has ever been suspended. If so, the Offeror shall submit full details including dates.

Offeror Response

- C. **Personnel.** Describe in narrative form the number of executive and professional personnel who will be engaged in the work and indicate where these personnel will be physically located during the time they are engaged in the Project. For Key Personnel, include the employee's name, and a resume, limited to three (3) or fewer pages, outlining the Project personnel's education and experience in data center management; for Remote Hands Staff, include at least two other representative resumes of staff who will work on this project. Use **Appendix B, Proposed Personnel Project Experience** to record relevant project references for Key Personnel; use **Appendix C, Personnel Summary Matrix** to indicate the responsibilities, company tenure, and qualifications for all personnel on this Project.

Key Personnel

1. **Account Manager (Key Personnel).** The Account Manager will coordinate and manage all Offeror assets and resources related to provision of the services in this Technical Submittal and will be the main point of contact for all contract issues between the Commonwealth and the selected Offeror. The Account Manager must be a full-time employee of the selected Offeror's company and shall not be reassigned during the Contract period without sixty (60) calendar days' prior written notice and consent of the Commonwealth's Chief Technology Officer (CTO) or an appointed designee. The qualifications for the Account Manager include, but are not limited to:
 - a. At least ten years of experience in the maintenance and management of enterprise data centers
 - b. Project Management Professional (PMP) Certification, preferred
 - c. ITIL Foundations Certification (V3 or 4), preferred
2. **Service Delivery Manager (Key Personnel).** The Service Delivery Manager will manage all assets and resources related to the day to day

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operation of the selected Offeror's data center facility. The qualifications for the Account Manager include, but are not limited to:

- a. At least five years of experience in the maintenance and management of enterprise data centers
- b. ITIL Foundations Certification (V3 or 4), preferred

3. **Remote Hands Staff.** The qualifications for the Remote Hands staff include, but are not limited to:

- a. At least three years of experience in the maintenance and management of enterprise data centers
- b. CJIS certification to work with Criminal Justice Information (CJI)

Offeror Response

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

1. Name of subcontractor;
2. Primary contact name and email;
3. Address of subcontractor;
4. Description of services to be performed;
5. Number of employees by job category assigned to this project; and
6. Resumes, as described in I-2. C. **Personnel.**

Offeror Response

I-3. **Financial Capability.** Describe your company's financial stability and economic capability to perform the contract requirements. The Commonwealth reserves the right to request additional information to evaluate an Offeror's financial capability.

Offeror Response

I-4. **Requirements.** Please describe how your company will comply with the following requirements.

A. **Ownership.** The Offeror shall disclose its ownership status for the proposed facility, i.e., 100% owned by Offeror, X% owned by Offeror, or leased by Offeror.

Offeror Response

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B. Location.

1. The Offeror must provide a data center facility located within the Commonwealth of Pennsylvania.
2. The Offeror's data center facility must be a minimum distance of 75 miles from the Commonwealth's primary Enterprise Data Center (EDC) located at the Commonwealth Technology Center (CTC); 1 Technology Park, Harrisburg, PA 17110.
3. The Offeror shall supply dedicated secure space in the facility.
4. The Offeror shall provide the Commonwealth first right of refusal on adjacent open floorspace, allowing for future growth of Commonwealth cabinets.
5. The Offeror shall provide, within Commonwealth-dedicated space, a configuration to support compliance with the certifications in **I-4.C. Certifications and Compliance.**

Offeror Response

C. Certifications and Compliance.

1. **Uptime Certification.** The Offeror shall describe data center standards and processes which ensure N+1 fault tolerance and, at a minimum, 72-hour power outage protection. The Offeror shall indicate the Uptime Institute™ tier rating and supply documentation of all uptime certifications, e.g., Uptime Institute™ Tier III, as available.

Offeror Response

2. **SOC Audits.** The selected Offeror shall complete an annual audit, using independent CPA-certified auditors to examine criteria such as security, availability, processing integrity, confidentiality, privacy, controls related to financial reporting and cybersecurity, and security best practices for protecting information and managing risk. The Offeror shall provide the following audit reports or certifications SOC 1 Type II and SOC 2 Type II audit reports as outlined in [Information Technology Policy \(ITP\) - BUS011B](#)

Offeror Response

3. **Other Certifications** - The Offeror shall describe physical, network, and process security procedures to ensure compliance with the following certifications. The Offeror shall supply documentation of certification, as available.
 - a. ISO 27001 certification which demonstrates Offeror security best practices for protecting information and managing risk.

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- b. PCI-DSS audit report with respect to a set of security standards designed to ensure that ALL companies that accept, process, store or transmit credit card information maintain a secure environment.
- c. HIPAA audit report with respect for controls used by Offeror for protecting sensitive patient data.
- d. Criminal Justice Information System (CJIS) Compliance
- e. IRS Publication 1075 Compliance
- f. National Institute of Standards and Technology (NIST) procedures for Commonwealth data protection as outlined in [ITP-SEC019 Policy and Procedures for Protecting Commonwealth Electronic Data](#).
- g. [FedRamp](#) service provider
- h. Multi-State Lottery Association (MUSL) Rule 2 standards.
- i. Offerors are encouraged to list other relevant certifications if not addressed above.

Offeror Response

- D. Physical Security.** The selected Offeror shall provide data center security that adheres to industry standard physical security guidelines as follows:
- 1. Data center security should use separate staff and customer security levels and multiple authentication points to control access and maintain a secure facility.
 - 2. The proposed facility should maintain a professional security staff and possess secure badge and biometric options for monitoring, logging, and reporting of access.
 - 3. Facility policies and services must allow admittance of Commonwealth personnel and contractors as requested by the Commonwealth.
 - 4. The selected Offeror shall provide access reports and camera surveillance to Commonwealth dedicated space must be made available at the Commonwealth's request.

Offeror Response

- E. Availability.** The Offeror shall ensure high availability with the following actions:
- 1. Provide a data center facility with redundancy of critical infrastructure components such as UPS, generator, power sources, power distribution systems, cooling systems, rack mounted power distribution units, and network peering circuits.
 - 2. Provide a data center facility that meets or exceeds Uptime Institute (UI) Tier III standards as described in **C1. Uptime Certification**.
 - 3. Certify that all capacity components are redundant and concurrently maintainable.

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4. Maintain a minimum of 24 hours of generator fuel onsite (72 hours preferred) to sustain operations and demonstrate the capability to refuel during periods of extended power outages.

Offeror Response

- F. **Service Level Agreements.** The selected Offeror shall meet the service level agreements as described in **Appendix D, Service Level Agreements** and **Appendix E, SLA Methodology**.

Offeror Response

- G. **Facility Requirements.**
 1. **Energy Efficiency.**

The Offeror shall supply a highly efficient data center facility that leverages innovative technology and favorable environmental conditions to reduce energy consumption. Please describe your energy efficiency features.

Offeror Response

2. **Enclosures and Finishes.**

The Offeror shall use materials that are consistent with UI Tier III best practices for data center for flooring, paints, and ceilings. Please describe your enclosures and finishes.

Offeror Response

3. **Fire Suppression.**

The Offeror data center must have a clean agent fire suppression system as its primary fire suppression mechanism. Please describe your fire suppression system.

Offeror Response

4. **Physical Access.**

The Offer shall provide authorized Commonwealth personnel 24 hours per day, seven days per week, 365 days per year access to the Commonwealth resources contained in the colocation area of the data center facility. Please confirm 24/7/365 physical access.

Offeror Response

5. **Dedicated Space.**

The Offer shall provide dedicated space in the proposed facility that includes a secure cage, ladder racks, minimum two factor secure access, 120/208 VAC PDU (Volts Alternating Current; Power Distribution Unit)

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busway access, and network access for up to 50 cabinets. If the selected Offeror provides space to COSTARS entities, that space must be outside of the Commonwealth dedicated space as defined in this section and cannot be a shared resource unless otherwise approved by the Office of Administration. The dedicated cage area must be configured to support a ramp up in the number of cabinets and capacity for Reserve Power.

- a. A cage that support a 50 Cabinet capacity (assume cabinet size ~ 96" H x 30" W x 40" D) in the following tier increments:
 - i. 24 Cabinets (Reserve Power - 120kW)
 - ii. 30 Cabinets (Reserve Power - 150kW)
 - iii. 35 Cabinets (Reserve Power - 175kW)
 - iv. 40 Cabinets (Reserve Power - 200kW)
 - v. 45 Cabinets (Reserve Power - 225kW)
 - vi. 50 Cabinets (Reserve Power - 250kW)
- b. The Offeror shall provide a diagram of the proposed cage area which demonstrates compliance with the regulations outlined in **C3. Data Security**. For example, the dedicated cage must have a secure ceiling, and all cage walls must extend beneath the raised floor.
- c. The Offeror shall indicate the number of business days it will take to build out the dedicated cage space.
- d. The Offeror shall grant the Commonwealth first right of refusal on adjacent open floorspace to support for future growth.
- e. The Offeror shall ensure that there is no signage present around the data center space that identifies the Commonwealth as the client.
- f. The Offeror shall be responsible for the installation of cabinets provided by the Commonwealth.
- g. The Offeror shall exclude the acquisition of cabinets from its initial work plan. The Cabinets are an Invited Option described in **L. Offeror Supplied Cabinets**.
- h. The Offeror shall provide the one-time buildout costs of the dedicated space in the *Base Cost* tab of **Appendix F, Cost Submittal**.
- i. The Offeror shall use the *Base Cost* tab of **Appendix F, Cost Submittal** to provide monthly costs for the dedicated space based upon the "tiered" Reserve Power.

Offeror Response

6. Floor Rating.

The Offeror shall indicate the standard static load rating in pounds for the proposed dedicated space. At a minimum, half (50%) of the Offeror's proposed floor space must support a static load rating of 2,800 pounds. If half of the proposed floor space does not meet the 2,800 pound load rating, the Offeror shall describe the process to increase the weight capacity to a static load rating of 2,800 pounds for half (50%) of the proposal floor space and capture incremental costs, if any, in the *Base Cost* tab of **Appendix F, Cost Submittal**.

Offeror Response

7. Power Circuit Provisioning.

The Offeror shall provide the Commonwealth Alternating Current (AC) power supported with adequate Uninterruptible Power Supply (UPS) and generator provisioning. The Offeror shall provide redundant, i.e., A + B, power enabling two power sources from the utility power to rack outlets. The Offeror shall describe the process for ordering new power circuits and the estimated turnaround time (in business days) from the Commonwealth request to power circuit readiness. The Offeror shall describe any Direct Current (DC) power options.

The Offeror shall provide costs for the following power options in the *Base Cost* tab of **Appendix F, Cost Submittal**.

- a. 208 VAC 20 Amp Circuit (Single-Phase), terminated to a single receptacle
- b. 208 VAC 30 Amp Circuit (Single-Phase), terminated to a single receptacle
- c. 208 VAC 60 Amp Circuit (Single-Phase), terminated to a single receptacle
- d. 208 VAC 30 Amp Circuit (Three-Phase), terminated to a single receptacle
- e. 208 VAC 50 Amp Circuit (Three-Phase), terminated to a single receptacle
- f. 208 VAC 60 Amp Circuit (Three-Phase), terminated to a single receptacle
- g. 110 VAC Circuit, terminated to a single receptacle

Offeror Response

H. Communications, Network Connectivity, and Internet.

The selected Offeror shall provide a network infrastructure that includes dedicated, secure lines from at least three (3) network providers not sharing the same path. Network providers must support, at a minimum, the following connection options: 1 Gbps, 10 Gbps, and 40 Gbps. Offerors shall indicate which network providers are currently available at their location and whether their services are considered on-net. Offerors shall provide a description of direct Internet access services available from their facility.

Offeror Response

I. Cloud Service Provider Connection Services.

The Commonwealth requires the ability to connect from the proposed facility to multiple Cloud Service Providers (CSPs), e.g., Azure, AWS, Google. The Offeror shall describe its ability to provide these CSP on ramp connection services, the components of the services (e.g., Physical port options, Virtual Circuit Options, Virtual Routers, other), and the time to deliver these services. The Offeror shall

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provide an option to purchase these CSP on ramp connection services and include associated costs in the *Invited Options* tab of **Appendix F, Cost Submittal**.

Offeror Response

J. Remote Hands Service.

The selected Offeror(s) shall provide the following information regarding its Remote Hands service:

1. A description of the Remote Hands components and the hours of availability.
2. Pricing methodology, e.g.,
 - a. Per hour charge with pro-rating applied for usage less than one hour;
 - b. Tiered pricing to provide discounts for higher levels of usage; and
 - c. Price per blocks of hours with discounts for higher volumes.
 - d. Pricing for an unlimited hours option to be included in the *Invited Options* tab of **Appendix F, Cost Submittal**.

Note: Offerors shall not provide actual pricing in this section. Offeror shall use Appendix F, Cost Submittal to capture pricing.

Offeror Response

K. Cross-Connection Services.

The Commonwealth requires cross-connection services to network and cloud service providers. Describe the cross-connection service options and the expected turnaround time in business days from the Commonwealth request to cross-connection readiness. The Offeror shall use the *Base Cost* tab of **Appendix F, Cost Submittal** to provide costs for Cross-Connection Services.

Offeror Response

L. Offeror Supplied Cabinets. (Invited Options)

The option to procure cabinets from the selected Offeror will be an **Invited Option**. Invited Options are products and services requested by the Commonwealth that are not evaluated in the Technical Scoring process but may be exercised, at the Commonwealth's discretion, during the contract term.

The Commonwealth prefers the Wright Line Cabinet part # JW963040; 96" H x 30" W x 40" D; welded black Paramount Steel frame. Cabinets must meet the following requirements:

1. Secured by a master key
2. Supplied with rack mounted power distribution units
3. Equipped with a connecting overhead cable distribution system
4. Configured with an in-cabinet distribution patch panel

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5. Configured with in cabinet cable management

The Offeror shall confirm its ability to provide the Wright Line cabinet option as well as any other proposed cabinet options that may benefit the Commonwealth. All cabinet costs should be captured in the *Invited Options* tab of **Appendix F, Cost Submittal**.

Offeror Response

M. Cost Submittal.

The Offeror shall describe the calculation methodology and monitoring plan for the following recurring cost components.

1. Monthly Cost for **I-4.G.5. Dedicated Space** based on the following variables.
 - a. Reserve Power
 - i. Indicate how the Reserve Power is determined within the dedicated space and show a sample calculation.
 - ii. Describe how the Reserve Power is monitored.
 - iii. Explain factors that will increase or decrease the Reserve Power during the contract period.
 - b. Price per kW
 - i. Indicate the annual percentage increase in unit price per kW as it relates to the monthly rent calculation.
2. Monthly Power Charges for actual usage based on the following:
 - a. Monthly usage reports for each circuit installed
 - b. Kilowatt Hours (kWH) per month – Describe the source for this input.
 - c. Public Utility Commission (PUC) Cost per kWH – Indicate how this cost is determined and the expectation of any increases or decreases during the contract period. The Offeror shall provide historical information on these cost per kWH increases/decrease over the past two years.
 - d. Power Usage Effectiveness (PUE) Cooling Factor – Indicate how this factor is determined and if the PUE is expected to change during the contract period. The Offeror shall provide historical information on PUE increases/decrease over the past two years.

Note: The Offeror shall not provide actual pricing in this section. Offeror shall use Appendix F, Cost Submittal to present pricing.

Offeror Response

N. Value-Added Services.

The Offeror shall describe related services not described in this Technical Submittal that could enhance delivery of services to the Commonwealth, e.g., Hot/Cold aisle containment. The Offeror shall include pricing for these Value-

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Added Services in the *Offered Options* tab of **Appendix F, Cost Submittal**. Offered Options will be exercised at the sole discretion of the Commonwealth and in accordance with *Paragraph 27, Changes in Appendix G, IT Contract Terms and Conditions*. Changes will require an addition to the Offeror's Service Catalog or a Statement of Work (SOW) outlining services to be performed.

Offeror Response

- O. Emergency Preparedness.** To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services.
1. Describe how you anticipate such a crisis will impact your operations.
 2. Describe your emergency response continuity of operations plan. Please attach a copy of your plan, or at a minimum, summarize how your plan addresses the following aspects of pandemic preparedness:
 - a. Employee training (describe your organization's training plan, and how frequently your plan will be shared with employees);
 - b. Identified essential business functions and key employees (within your organization) necessary to carry them out;
 - c. Contingency plans for:
 - i. How your organization will handle staffing issues when a portion of key employees are incapacitated due to illness; and
 - ii. How employees in your organization will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.
 - d. How your organization will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc. and;
 - e. How and when your emergency plan will be tested, and if the plan will be tested by a third-party.

Offeror Response

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I-5. Tasks. The Offeror shall describe in narrative form its technical plan for accomplishing the work using the task descriptions set forth below as your reference point.

- A. Cage Buildout.** The Selected Offeror shall be responsible for all equipment labor and materials associated with building a secure cage which supports up to 50 cabinets, as outlined in **I-4.G.5. Dedicated Space**. The selected Offeror shall prepare and submit a Cage Buildout Workplan within two weeks of the effective date of the purchase order. The Cage Buildout Workplan will describe the buildout tasks and timeline, indicating the Commonwealth's role in involved in the planning, setup, and approval. The Cage Buildout Workplan will be submitted to the Commonwealth Project Manager for review and approval.

Deliverable(s):

1. **Cage Buildout Workplan**
2. **Cage Diagram**

Offeror Response

B. Ongoing Support Services. The selected Offeror shall deliver Ongoing Support Services which will include, at a minimum, the following:

1. **Service Request Management** – The selected Offeror shall provide a service request process and ticketing system for the Commonwealth to request ongoing services, i.e., Remote Hands, Additional power circuits, Cabinet installations, Network and Cloud Cross connect services.
 - a. The selected Offeror must be available to receive service requests twenty-four (24) hours per day, seven (7) days a week, three hundred sixty-five (365) days per year
2. **Invoice Management** – The selected Offeror shall provide accurate monthly invoices that include at minimum the following:
 - a. Cage buildout charges if applicable
 - b. Facility rent charges
 - c. Actual power usage charges itemized by individual power circuit at each cabinet location
 - d. Remote Hand usage and associated charges
 - e. Cross Connect charges
 - f. Network and Cloud Connect Charges if applicable
3. **Service Level Management** – The selected Offeror shall monitor and report on service level performance in the **Monthly Operational Report**.

Deliverable(s):

1. **Service Request Process and Ticketing System**

Offeror Response

I-6. Reports and Project Control.

A. Monthly Operational Report - The selected Offeror shall provide monthly operational reports during the contract term, and Offerors shall submit sample reports with their proposals. These reports should include, at a minimum, the following information:

1. Contacts Report – shows current contacts associated with the Commonwealth account.
2. Notification Report – shows all notifications that were sent to the Commonwealth.
3. Power Usage Report – shows monthly power usage detailed by power circuit installed.
4. Remote Hands Usage Report – shows remote hands requests tickets and utilization for the month.
5. Ticket System Report – shows tickets logged and status.
6. Floor Plan Report – shows the current secure cage layout and power circuit location.
7. SLA Report – shows the monthly service level performance.

Offeror Response

I-7. Objections and Additions to Standard Contract Terms and Conditions. The Offeror will identify which, if any, of the terms and conditions contained in the **Buyer Attachments** section that it would like to negotiate and what additional terms and conditions the Offeror would like to add to the standard contract terms and conditions. The Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for this RFP. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal.

Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the cost proposal, on the basis of the terms and conditions set out in the **Terms and Conditions** contained in the **Buyer Attachment** section. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in the **Terms and Conditions** contained in the **Buyer Attachment** section or to other provisions of the RFP.

Offeror Response

APPENDIX A – OFFEROR PROJECT REFERENCE

OFFEROR INSTRUCTIONS: Complete this form for three relevant projects.

Name of Client & Project Title	Client – Project Title																							
Contract Value	[VALUE]																							
Nature and Scope of Project:	Describe the project in enough detail to explain its similarity to the Commonwealth’s project. How does this project compare in size, scope, complexity and/or duration? What is it specifically about this project that makes it a good representative project of the vendor’s work? (<i>Reference Section I-5E Prior Experience</i>)																							
Project Duration:	Start Date Year: [YEAR]	End Date Year: [YEAR or on-going]																						
Nature of the Client:	Description of client and organizational unit that project was managed by.																							
Nature of Client Audience:	Description of project users and/or client/customer audience.																							
Number of Users:	[Number]																							
# & Composition of Vendor Employees & Consultants Assigned:	Vendor Project Manager/Key Consultant on Project Team: Describe start-up, peak and ongoing level of vendor efforts																							
Client Contact Information:	<p>Provide the name, title, address and telephone number of at least two references or contact persons that the Commonwealth can contact to inquire about the vendor’s performance and indicate the role these individuals had in relation to the assignment or project. The references/contact persons should be individuals who were key stakeholders or project leaders and who can validate the vendor’s role and responsibilities and who can comment on the quality of the vendor’s performance. 2 contacts required.</p> <p>Reference Contacts:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">Name:</td> <td>Title:</td> </tr> <tr> <td>Department:</td> <td></td> </tr> <tr> <td>Full Address:</td> <td></td> </tr> <tr> <td>Telephone:</td> <td>E-mail:</td> </tr> <tr> <td>Relation/Role to Project:</td> <td></td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <td>Name:</td> <td>Title:</td> </tr> <tr> <td>Department:</td> <td></td> </tr> <tr> <td>Full Address:</td> <td></td> </tr> <tr> <td>Telephone:</td> <td>E-mail:</td> </tr> <tr> <td>Relation/Role to Project:</td> <td></td> </tr> </table>		Name:	Title:	Department:		Full Address:		Telephone:	E-mail:	Relation/Role to Project:				Name:	Title:	Department:		Full Address:		Telephone:	E-mail:	Relation/Role to Project:	
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APPENDIX B – PROPOSED PERSONNEL PROJECT EXPERIENCE

Candidate's Name:			
Proposed Position on Project:			
PROJECT EXPERIENCE			
Client:	Contact Name:	Contact Title:	
Address:		Contact Phone Number:	
Project Title:		Contact Email Address:	
Candidate's Job Title on Referenced Project:	Beginning Date of Experience: Mo/Yr	Ending Date of Experience: Mo/Yr	
Description of project role and services provided by candidate:			
Description of how the services, experience and skills are similar in size, scope, or focus to the Data Center Services project:			

APPENDIX C - PERSONNEL SUMMARY MATRIX

Position Number	Data Center Svcs. Project Role	Name, Title, Location	% time on this project	Years of Relevant Experience										Certifications (ITIL, CISSP, etc.)	Post-Secondary Education	Remarks	
				Total IT	Project Management	Service Management (ITIL)	Remote Support	Data Center Network Connections	Data Center Cage Buildout	Data Security	Information Systems Security	Public Sector	Data Center Management				Years with selected vendor
1	Project Manager	<i>John Doe, Sr. Project Manager; Harrisburg, PA</i>															
2	Service Delivery Manager																
3	Remote Hands 1																
4	Remote Hands 2																
5	Remote Hands 3																
6	Role A																
7	Role B																
8	Role C																
9	Role D																

APPENDIX D – SERVICE LEVEL AGREEMENTS

RFP Number

6100050958

DATA CENTER SERVICES

Contents

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SLA - 01 Availability (Uptime)	4
SLA – 02 Time to Respond	5
SLA - 03 Time to Deliver (Electrical Circuits)	6
SLA - 04 Time to Deliver (Cross Connects)	7

Service Level Agreement Definitions

Agency Level	<i>Service levels that are applied to each agency per each agency location. The measurement describes supplier performance per agency per location.</i>
CM – Critical Measurement	<i>Service Levels identified as “CM”, Critical Measurement, will have remedy credits incurred when service level minimum and target criteria are not met.</i>
Enterprise Level	<i>Service levels applied to a service that is provided to all agencies, but calculated as one encompassing Service Level, i.e. Internet.</i>
Service Level (SL) Target	<i>A commitment that is documented in a service level agreement.</i>
SL Minimum	<i>A measure of minimum expected performance. Actual results below the SL Minimum will incur a Remedy and negate Earn back as described in each SLA reference.</i>
Measurement	<i>Measurement window is 24/7/calendar month</i>
KM – Key Measurement	<p><i>SLAs for which the Remedy is designated as KM shall be reviewed monthly by the Commonwealth and Contractor but will not entitle the Commonwealth to any credits if service levels are not met. Any request by the Commonwealth that an SLA designated as a KM be converted to a credit-bearing SLA shall be negotiated in accordance with the Commonwealth Contract Change Procedures.</i></p> <p><i>Conversion from a KM to a CM via the Contract Change Process will include the ability to reasonably re-negotiate the penalty and SLA metrics.</i></p>

Service Level Reference	SL Class	Target	Min	Earn Back	Start Date
SLA - 01 Availability (Uptime)	CM	99.982 %	99.95%	9 months	(Service Commencement Date)
Definition	<p>Availability of the data center facility services and not in a degraded state.</p> <p>Unavailable—all users and critical functions are affected by the unscheduled downtime or incident. Service is unavailable.</p> <p>Degradation—one or more critical functions (e.g, power, cooling, network services) is unavailable.</p> <p>Workaround—A temporary solution to the problem(s) raised by an Incident, which must be removed for the Incident to be brought to Resolution.</p>				
Metric Description	Availability - Percentage of time the data center facility functions are available and non-degraded. A workaround process shall not be considered as acceptable availability				
Metric Inclusions	All data center facility functions required by the Commonwealth in operation within the measurement window.				
Metric Exclusions	<p>The Service Level measurement excludes degradation of the Service experienced outside of the vendor’s control. The service level credit will be applied unless the Contractor provides root cause analysis approved by the Commonwealth indicating that the Contractor or any of its subcontractors, was not the root cause of the service level default.</p> <p>Scheduled maintenance, provided that the Commonwealth is informed of scheduled maintenance that will directly affect the Service at least seven (7) calendar days before maintenance work commences, and the Commonwealth approves the scheduled downtime.</p>				
Calculation	<p>The Service Level calculation for Availability is the total outage minutes per location.</p> <p>The Service Level calculation for Availability per location = $(1 - (\text{Total Outage and Degradated Minutes per month} / (\text{\# of days in a month} * 24 * 60))) * 100$</p>				
Hours/Days of Measurement	24 hours X 365 days				
Reporting Window	Monthly				
Reporting Tools / Data Source(s)	TBD				
Reporting Format/s	<p>Preferred Format: Excel, PDF</p> <p>Report Elements: Header to include Total Number of Trouble Tickets, Number of Tickets that Missed the Service Level, Target SL [in Minutes] and [in Hours], Minimum SL [in Minutes] and [in Hours], Actual SL [Average Time to Restore] [in Minutes] and [in Hours], Target SL Achieved [Yes/No], Minimum SL Achieved [Yes/No];</p> <p>Detail to include: Trouble Ticket Number, Server Name, Agency, Service/Device Identifier, Create Date/Time, Resolve Date/Time, Hold Time, Time-to-Restore [in Minutes], Outage Cause, Resolution, and Categorized by Agency.</p> <p>Detailed Exclusion Report: Trouble Ticket Number, Server Name, Agency, Service/Device Identifier, Create Date/Time, Resolve Date/Time, Hold Time, Time-to-Restore [in Minutes], Outage Cause, Resolution, Reason for Exclusion, Categorized by Agency.</p>				
Remedy Credit	100% Monthly Invoice				

Service Level Reference	SL Class	Target	Min	Earn Back	Start Date
SLA – 02 Time to Respond	CM	98.5%	98%	9 months	(Service Commencement Date)
Definition	Time to respond to service requests (smart / remote hands) within 30 minutes during the measurement window. Response means: Notable action taken to move forward in resolving the issue				
Metric Description	Timeliness. The percent of trouble tickets responded to within 30 minutes of creation of the trouble ticket. The calculation is the total number of Trouble Tickets responded to on or before the 30 minutes of ticket creation during the applicable Measurement Window divided by the total number of Trouble Tickets created during the applicable Measurement Window, expressed as a percentage.				
Metric Inclusions	All trouble tickets generated during the measurement window.				
Metric Exclusions	No exclusions.				
Calculation	$\% \text{ Timeliness} = (\text{Total number of Trouble Tickets within the month responded to within 30 minutes of create time}) / (\text{Total number of Trouble Tickets within the month}) * 100$				
Hours/Days of Measurement	24 hours X 365 days				
Reporting Window	Monthly				
Reporting Tools / Data Source(s)	TBD				
Reporting Format/s	<p>Preferred Format: Excel, PDF</p> <p>Report Elements: Header to include Total Number of Service Requests, Number of Service Requests that Missed the Interval, Target SL, Minimum SL, Actual SL, Target SL Achieved [Yes/No], Minimum SL Achieved [Yes/No]; Detail to include Service Request Number, Agency, Type of Service, Brief Description of Issue, Service Request Create Date and Time, Date and Time of First Response, Time to Respond [Hrs:Mins], Reason Interval was not Met.</p> <p>Detailed Exclusion Report: Service Request Number, Brief Description of Issue, Type of Service, Service Request Create Date and Time, Date and Time of First Response, Time to Respond [Hrs:Mins], Reason for Exclusion.</p> <p>Trouble Ticket Response Chart: to include Number of Service Request; Graphical representation.</p>				
Remedy Credit	One month credit for cost of service				

Service Level Reference	SL Class	Target	Min	Earn Back	Start Date
SLA - 03 Time to Deliver (Electrical Circuits)	CM	98%	95%	9 months	(Service Commencement Date)
Definition	All service orders completed on time within the measurement window. Completed service orders indicate service is ready for use per notification to the Commonwealth.				
Metric Description	Timeliness – Service delivered on time. This Service Level calculation is the total number of Orders that are successfully completed per agency during the applicable Measurement Window on or before the due date specified minus the total number of service orders not met divided by the total number of orders have been completed during the applicable Measurement Window, expressed as a percentage.				
Metric Inclusions	All Service Orders completed during measurement window.				
Metric Exclusions	Customer hold time - must be documented and approved. The service level credit will be applied unless the Contractor provides root cause analysis approved by the Commonwealth indicating that the Contractor (or any of its subcontractors) was not the root cause of the service level default (such as facilities not available).				
Calculation	$\% \text{ Timeliness} = ((\text{Total number of service orders completed} - \text{Total number of service orders not met}) / \text{Total number of service orders completed}) * 100$				
Hours/Days of Measurement	24 hours X 365 days				
Reporting Window	Monthly				
Reporting Tools / Data Source(s)	TBD				
Reporting Format/s	<p>Preferred Format: Excel, PDF</p> <p>Report Elements: Header to include Total Number of Orders, Number of Orders Missed, Target SL, Minimum SL, Actual SL, Target SL Achieved [Yes/No], Minimum SL Achieved [Yes/No]</p> <p>Suggested Detail: categorized by Service, by Category and by Type to include Order Number, Unique ID, Agency, Service Sub-Type, Date Submitted, Date Requested, Date Completed, Number of Business Days to Complete, SL Interval, Reason Interval was not Met.</p>				
Remedy Credit	One month credit for cost of service for each order missed below the target.				

Service Level Reference	SL Class	Target	Min	Earn Back	Start Date
SLA - 04 Time to Deliver (Cross Connects)	CM	98%	95%	9 months	(Service Commencement Date)
Definition	All service orders completed on time within the measurement window. Completed service orders indicate service is ready for use per notification to the Commonwealth.				
Metric Description	Timeliness – Service delivered on time. This Service Level calculation is the total number of Orders that are successfully completed per agency during the applicable Measurement Window on or before the due date specified minus the total number of service orders not met divided by the total number of orders have been completed during the applicable Measurement Window, expressed as a percentage.s				
Metric Inclusions	All Service Orders completed during measurement window.				
Metric Exclusions	Customer hold time - must be documented and approved. The service level credit will be applied unless the Contractor provides root cause analysis approved by the Commonwealth indicating that the Contractor (or any of its subcontractors) was not the root cause of the service level default (such as facilities not available).				
Calculation	$\% \text{ Timeliness} = ((\text{Total number of service orders completed} - \text{Total number of service orders not met}) / \text{Total number of service orders completed}) * 100$				
Hours/Days of Measurement	24 hours X 365 days				
Reporting Window	Monthly				
Reporting Tools / Data Source(s)	TBD				
Reporting Format/s	<p>Preferred Format: Excel, PDF</p> <p>Report Elements: Header to include Total Number of Orders, Number of Orders Missed, Target SL, Minimum SL, Actual SL, Target SL Achieved [Yes/No], Minimum SL Achieved [Yes/No]</p> <p>Suggested Detail: categorized by Service, by Category and by Type to include Order Number, Unique ID, Agency, Service Sub-Type, Date Submitted, Date Requested, Date Completed, Number of Business Days to Complete, SL Interval, Reason Interval was not Met.</p>				
Remedy Credit	One month credit for cost of service for each order missed below the target.				

APPENDIX E – SLA METHODOLOGY

A. General

The Commonwealth has adopted the ITIL framework and has established Service Level Management to maintain and improve IT Service quality, through a constant cycle of agreeing, monitoring, measuring, and reporting upon IT Service achievements and the instigation of actions to acquire quality service.

The Service Level Performance Measures and their targets that are described in this methodology document have been specifically designed to support the Service Level Agreements set forth in Appendix III.04. Effective on the Service Commencement Date, the Offeror will perform the Service to which Service Levels apply, so that the Service Level Performance will, in each month of the Term, meet or exceed, the Service Levels.

New Service Levels may be added or substituted by the Commonwealth as specified in this methodology during the Term. For example, such additions or substitutions may occur in conjunction with changes to the environment and the introduction of new Equipment or Software to support a new or additional service. However, where such Equipment or Software or such means of Service delivery is a replacement or upgrade of existing technology to support an existing catalog service, there shall be a presumption of equivalent or improved performance.

The Offeror holds the responsibility for all measuring, monitoring and reporting capabilities necessary to measure, monitor and report the Offeror's performance against the Service Levels. Except as otherwise stated, all Service Levels must be measured by the Offeror on a 24x7x365 days per year basis. The Offeror must report to the Commonwealth its performance Service Levels upon the measurement window frequency specified in each and shall provide all Service Level substantiating information upon request by the Commonwealth that pertains to the performance of the Offeror's services.

The achievement of the Service Levels by the Offeror may require the coordinated, collaborative effort of the Offeror with other third party Offerors. The Offeror shall provide a single point of contact for the prompt resolution of all Service Level Defaults and all failures to provide high quality Services to the Commonwealth, regardless of whether the reason for such Service Level Defaults, or failure to provide high quality Services to the Commonwealth, was caused by the Offeror.

The Commonwealth and the Offeror will each provide a single point of contact for the management and monitoring of the Service Levels.

B. Reporting

Unless otherwise specified in this methodology, each Service Level shall be measured and reported on a monthly basis. The format, layout and content of such monthly report shall be as directed by the Commonwealth. The Offeror's monthly performance reports are due by the 10th Business day of each month and shall include a set of soft-copy reports such that the Commonwealth is able to verify the Offeror's performance and compliance with the Service Levels. The reports shall provide various metrics related to each of the Service Levels, including but not limited to:

1. Offeror's performance against and calculations with respect to each Service Level during the preceding month;
2. Offeror's performance with respect to each service level as a trend analysis against a thirteen (13) month rolling performance trend report;
3. Potential problems of which the Offeror is aware that could reasonably be expected to result in a failure to meet a service level and remedial actions including summaries of the reports submitted to the Commonwealth.

APPENDIX E – SLA METHODOLOGY

The Offeror shall provide detailed supporting information for each report to the Commonwealth in a format suitable for use on a personal computer. The data and detailed supporting information shall include the method used by Offeror to calculate the service level performance based on the data measured and reported by the measurement tool such that the Commonwealth is able to reproduce the calculations made by Offeror and validate the results reported in the monthly Service Level Performance reports. All detailed supporting information shall be the Commonwealth's Confidential Information, and the Commonwealth may access such information online and in real-time, where feasible, at any time during the Term. In addition, Offeror shall provide the Commonwealth with direct, unaltered access to review and audit all raw data collection related to Service Levels.

If any monthly performance report provided by the Offeror to the Commonwealth does not have sufficient detail and accuracy for the Commonwealth to determine whether the Offeror achieved or failed to achieve the service level for each service level in the immediately preceding measurement window, then the Commonwealth may provide written notice thereof to the Offeror, for a replacement report. The Offeror must provide the replacement report to the Commonwealth within ten (10) calendar days after receiving such notice. If within 10 days of receiving such notice the Offeror fails to deliver to the Commonwealth a revised or replacement monthly performance report containing sufficient detail and accuracy for the Commonwealth to determine whether the Offeror achieved or failed to achieve a Service Level in the applicable Measurement Window, such failure shall constitute a Service Level Default with respect to such Service Level for such immediately preceding Measurement Window.

The Offeror will create, maintain, and provide to the Commonwealth detailed procedure documentation of its Service Level measurement process used to collect Service Level data and calculate Service Level attainment. The process documentation must include quality assurance reviews and verification procedures. The measurement process must be automated to the extent possible, and any manual data collection steps must be clearly documented, verified and auditable. All methods, codes and automated programs must be documented and provided to the Commonwealth for validation and approval. The Offeror must ensure it tests and validates the accuracy and currency of the documentation and measurement process on a quarterly basis.

C. Service Level Obligations

The metrics, measurement standards and other pertinent features are described in the Service Level Data Sheets in Schedule 4. In the event of a Service Level Default, the Offeror shall provide the Commonwealth credits as defined below:

1. The Offeror must begin delivering the services in accordance with the Service Levels as the service offering is implemented, maintained and/or repaired.
2. The Service Level Target is a commitment documented in each service level agreement.
3. The Service Level Minimum is a measure of minimum expected performance. Actual results of performance below the service level minimum result in a default and will incur the remedy credit due within two (2) billing cycles.
4. If the SLA is earnback eligible, actual results of performance below the service level target, but above the minimum, results in entering an earnback status.
5. The Offeror's performance that results in a service level default must:
 - a. Entitle the Commonwealth to receive a Service Level Credit
 - b. Results in the Offeror promptly preparing a written root cause and recovery plan designed to prevent the reoccurrence of such Service Level default.

APPENDIX E – SLA METHODOLOGY

6. Any occasional request by the Offeror to temporary SLA relief on a per incident basis must be submitted in advance in writing to the Commonwealth in accordance with the Commonwealth Change/Waiver Procedures. The Commonwealth, must in its sole discretion, determine whether SLA relief should be granted and the period of time for such relief (if any), and its decision in this respect must not be subject to dispute resolution. The Offeror's failure to achieve the Service Level will not constitute a Service Level default or accrue toward a Service Level termination event to the extent such failure is excused in accordance with the terms of the contract.

D. Service Level Credits

1. In the event of a Service Level Default, the Contractor must begin delivering the services in accordance with the Service Levels as the service offering is implemented, maintained and/or repaired.
2. If the Contractor's performance results in a service level default, the Commonwealth is entitled to receive a Service Level Credit.
3. The total amount of Service Level Credits that the Offeror will be obligated to pay to the Commonwealth, with respect to Service Level Defaults occurring each month and in accordance with the terms of Section E below, shall be credited on the invoice applicable per this methodology document. For example, the amount of Service Level Credits payable with respect to Service Level Defaults occurring in August shall be reported and validated in September and credited to the invoice issued in October.
4. The Offeror acknowledges and agrees that the Service Level Credits shall not be deemed or construed to be liquidated damages or a sole and exclusive remedy or in derogation of any other rights and remedies the Commonwealth has hereunder or under the Contract.
5. Service Levels identified as "CM", Critical Measurement, will have remedy credits incurred when service level minimum and/or target criteria are not met.
6. Services Levels identified as "KM", Key Measurement, will be monitored and reported per this agreement, but will not have remedy credits applied. The Commonwealth has the ability to change a KM to a CM per requirements indicated in Section G, Additions, Modifications, Deletions, of this document.
7. Each SLA has separate performance indicators with separate remedies. Credits due are independent of other SLA credits due unless otherwise specified.

E. Service Level Earn Backs

The Offeror shall have Earn-Back opportunities with respect to Service Level Credits as follows:

1. The Service Level must be identified as Earn Back Eligible per the Service Level Agreement in **Appendix D, Service Level Agreements**.
2. Entering into an earn back status can only occur if the Service Level Target is missed. Missing the Service Level Minimum results in an immediate credit due and no opportunity for earn back.
3. Within fifteen (15) days after the Earn Back period as shown on the Service Level Agreement Data Sheets, the Offeror shall provide a report to the Commonwealth that will include, with respect to each Service Level for which there was a Service Level Default, the following:
 - a. Monthly invoice amounts for each agency's services billed.
 - b. The amount of Service Level Credit imposed for Service Level Default

APPENDIX E – SLA METHODOLOGY

4. If a Service Level violation (Target or Minimum) is incurred during the Earn Back period, the Earn Back is negated and the credit is due within two (2) billing cycles.
5. During an Earn Back period, if a service is terminated by the Commonwealth, the Offeror will not be obligated to fulfill the credit obligation.
6. If the Contract is terminated for default, all service credits are due upon notice of termination.
7. Upon the expiration of the contract Term, the Earn Back processes set forth in Sections C and E shall be applicable to the portion of the Service Level Reporting Period that fell within the term, so that if the period available for the earn back is less than the required period of time (e.g. 9 months for monthly Measurement Windows), the Offeror can earn back the pro-rata value of the Service Level Credit for each consecutive month following the month in which the service Level Default occurred and in which the Offeror achieves the required Target Service Level for each CM, up to the expiration. The unfulfilled months of Service Level earn back opportunities will be credited to the Commonwealth pro-rata on the final invoice.

F. Dispute Resolution

If, after negotiating in good faith, the Commonwealth and the Offeror are unable to agree on an equitable adjustment for the Service Levels within ninety (90) days after completion of the applicable measurement period, either party may escalate the matter in accordance with the dispute resolution procedures set forth in the contract. Until such adjustment is resolved pursuant to such procedures, Service Levels must remain as originally agreed by the Commonwealth and the Offeror.

G. Additions, Modifications, Deletions

The Commonwealth may add, modify or delete below by sending written notice. The Commonwealth may require the Offeror to modify the definition, metrics, data elements, measurement standards, or other pertinent features of any existing service level, by sending a written request to the Offeror at least ninety (90) days prior to the date that such modifications are to be effective; provided that the Commonwealth may send such a request (which request may contain multiple changes) not more than once each calendar quarter. The terms and conditions upon which such modifications of metrics are implemented must be subject to the reasonable and mutual agreement of the Commonwealth and the Offeror and must be determined pursuant to the Commonwealth Contract Change Procedures (in which measurement tools and design changes appropriate to each new service level or modified metric or measurement standard must be negotiated in good faith and agreed). The Offeror may not withhold its consent to add new service levels or modify the definition, metrics, data elements, measurement standards, or other pertinent features of any existing service levels, but the Offeror is permitted to negotiate in good faith the implementation specifics for such requested additions and modifications.

For new Service Levels, the Offeror must submit its proposal to the Commonwealth for review and approval through the Commonwealth's Contract Change Procedures.

The Offeror must begin providing monthly performance measurement within thirty (30) calendar days of the Commonwealth approval.

1. Additions: The Commonwealth may add Service Levels in accordance with this Section G

APPENDIX E – SLA METHODOLOGY

Commonwealth Contract Change Procedures.

2. Deletions: The Commonwealth may delete Service Level Agreements in accordance with this Section G and Commonwealth Contract Change Procedures.

H. Continuous Improvement

The Parties agree to the concept of continuous improvement and beginning 12 months after each Service Level is in effect and annually thereafter, the Parties agree to review each of the Service Levels for effectiveness and to identify potential areas of improvement. The Offeror shall provide a written plan within 30 days of the review date.

I. Measuring Tools

1. The Offeror must provide, implement, maintain and utilize the necessary measurement and monitoring tools and procedures required to measure and report on the Offeror's performance of the services against the applicable Service Levels. The Offeror's measurement and monitoring of service level performance must permit reporting at a level of detail sufficient to permit the Commonwealth to verify compliance with the Service Levels, and must be subject to audit by the Commonwealth pursuant to the contract. The Offeror must provide the Commonwealth with the information about and access to such procedures upon request for purposes of verification.
2. Any new tools required for new service levels added after the effective date must be identified in the Change Request Form (required by the Commonwealth Contract Change Procedure) approving such new Service Level. In connection therewith, the Offeror must be obligated to propose a commercially reasonable measuring tool or methodology for a Service Level and if it fails to do so, such tool or methodology must be determined by mutual agreement between the Commonwealth and Offeror.
3. If after the effective date or the implementation of tools for new Service Levels either the Commonwealth or the offeror desires to use a different measuring tool or methodology for a Service Level, it must request such change through the Commonwealth Contract Change Procedure. If the other Party approves the new measuring tool or methodology, the Commonwealth and the Offeror will reasonably adjust the service level measurements to account for any increased or decreased sensitivity in the new measuring tools. It is not anticipated that changes in the measuring tools or methodologies will drive changes in service levels; rather, the need to collect and accurately reflect the performance data should drive the development or change in measuring tools or methodologies.

It is not anticipated that changes in the measuring tools will drive changes in Service Levels; rather, the need to collect and accurately reflect the performance data should drive the development or change in performance monitoring tools. Offeror will configure all measuring tools to create an auditable record of each user access to the tool and any actions taken with respect to the data measured by or residing within the tool. All proposed measuring tools must include functionality enabling such creation of an auditable record for all accesses to the tool.

APPENDIX E – SLA METHODOLOGY

J. Remedies and Waivers

The exercise by the Commonwealth of its rights under this document, including the right to receive service level credits must be without prejudice to its other rights or remedies under the contract or at law or equity, including the Commonwealth's right to claim and collect damages and the Commonwealth's right to terminate the contract in whole or in part in accordance with the contract.

K. Investigation and Correction

The Offeror must promptly investigate and correct each failure to meet the service levels (whether or not such failure constitutes a service level default) by:

1. Immediate initiation of problem investigations.
2. Report problems and findings to the Commonwealth.
3. Correct problems and meet or restore Service Levels as soon as practicable.
4. Advise the Commonwealth of the root cause of problems and the status of remedial efforts being undertaken with respect to such problems.
5. Provide reasonable evidence to the Commonwealth that the causes of such problems have been or will be corrected.
6. Make written recommendations to the Commonwealth for improvement in procedures.

APPENDIX F - Cost Submittal Worksheet

REQUEST FOR PROPOSALS FOR

Data Center Services

RFP 6100050958

INSTRUCTIONS
GENERAL INSTRUCTIONS FOR COMPLETING THIS WORKBOOK (Tab 1)
The Cost Submittal worksheets contained in this workbook shall constitute the Cost Submittal. Travel and related expenses shall be reimbursed in accordance with <i>Management Directive 230.10 Amended, Commonwealth Travel Policy and Manual 230.1, Commonwealth Travel Procedures Manual</i> .
OFFEROR INFORMATION (Tab 2)
1. Select the Offeror Information tab at the bottom of this page. 2. Complete the highlighted cells in the top portion of the form (all contact information). 3. Offeror Information will appear on all worksheets.
COST SUBMITTAL COMPONENTS (Tab 3 through Tab 5)
1. Please review every tab in this cost submittal. 2. Cells that are highlighted in yellow must be filled in with a number in order to provide the service requested. 3. The Offeror must be able to provide a price in each cell. If the price is left blank, a zero dollar amount will be calculated. **Formulas are embedded within the worksheets, do not attempt to unlock cells. The estimates provided within this appendix are not a guarantee of service to be performed and/or payment under the contract resulting from this RFP.
COST SUBMITTAL SUMMARY (Tab 6)
1. This tab requires no entry of cost data. All data entered on the Cost Submittal worksheets will automatically populate the Cost Submittal Summary tab. 2. The Commonwealth will consider the costs for the Base Term of the Contract (5 years) in the evaluation of Cost. 3. Invited Options and Offered Options will not be evaluated in 6. <i>Summary</i> .
Note:
Do not include any pricing data in any portion of the Technical Submittal. Pricing data is defined as any information related to, directly or indirectly, the Offeror's proposed charges for services and deliverables. Pricing data consists of, but is not limited to, costs, fees, prices, rates, bonuses, discounts, rebates, or the identification of free services, labor or materials. The cost submittal must be submitted as presented by the Commonwealth and must not be altered in any way. Do not include any reiteration of the technical proposal in the cost submittal.

Offeror Information - RFP 6100050958

Offeror Contact Information	
OFFEROR NAME	CONTACT PERSON
OFFEROR ADDRESS	EMAIL ADDRESS
	PHONE NUMBER
	SAP VENDOR NUMBER (IF AVAILABLE)
	FEDERAL TAX ID

Offeror Contact Information	
OFFEROR NAME	CONTACT PERSON
OFFEROR ADDRESS	EMAIL ADDRESS
	PHONE NUMBER
	SAP VENDOR #
	FEDERAL TAX ID

NOTES
 Estimated Quantities are for evaluation purposes only and do not guarantee payment.
 Offerors whose floor space does not require an upgrade to meet the 2800 pound static load requirement for 50% of space may place a zero in cell C23.

ONE TIME COSTS			
Cage Buildout Services (I-5.A.)	Quantity	Deliverable Cost	Total Cost
Custom Secure Cage Set-Up, supports up to 50 Cabinets	1		\$0.00

Floor Capacity Upgrade, as required (I-4G.6)	Quantity	Non-recurring (one-time) cost	Total (one-time)
50% of proposed floor space upgraded to 2,800 pound rating	1		\$0.00

Power Circuit Provisioning (I-4G.7)	Quantity	One-time cost	Total Cost
208 VAC 20 Amp Circuit (Single-Phase), terminated to a single receptacle	2		\$0.00
208 VAC 30 Amp Circuit (Single-Phase), terminated to a single receptacle	5		\$0.00
208 VAC 60 Amp Circuit (Single-Phase), terminated to a single receptacle	22		\$0.00
208 VAC 30 Amp Circuit (Three-Phase), terminated to a single receptacle	1		\$0.00
208 VAC 50 Amp Circuit (Three-Phase), terminated to a single receptacle	6		\$0.00
208 VAC 60 Amp Circuit (Three-Phase), terminated to a single receptacle	4		\$0.00
110 VAC Circuit, terminated to a single receptacle	2		\$0.00
Total Power Circuit Cost - One time cost Year 1			\$0.00

Other Services - Installation of CoPA-provided cabinet(s) (I-4G.5)	Quantity (estimated)	Non-recurring (one-time) cost	Total (One Time)
Cabinet Installation and Grounding Services (years 1-5)	30		\$0.00
Cabinet Installation and Grounding Services (years 6-10)	10		\$0.00

MONTHLY COSTS (I-4 M., J., & K.)												
Cost per Tier / Base Years 1-5	Reserve Power (kW)	Price per kW (Year 1)	Total (Monthly)	Price per kW (Year 2)	Total (Monthly - Year 2)	Price per kW (Year 3)	Total (Monthly - Year 3)	Price per kW (Year 4)	Total (Monthly - Year 4)	Price per kW (Year 5)	Total (Monthly - Year 5)	Total Base Years 1-5
24 Cabinets (Reserve Power - 120kW)	120		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
30 Cabinets (Reserve Power - 150kW)	150		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
35 Cabinets (Reserve Power - 175kW)	175		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
40 Cabinets (Reserve Power - 200kW)	200		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
45 Cabinets (Reserve Power - 225kW)	225		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
50 Cabinets (Reserve Power - 250kW)	250		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00

Cost per Tier / Optional Years 6-10	Reserve Power (kW)	Price per kW (Year 6)	Total (Monthly - Year 6)	Price per kW (Year 7)	Total (Monthly - Year 7)	Price per kW (Year 8)	Total (Monthly - Year 8)	Price per kW (Year 9)	Total (Monthly - Year 9)	Price per kW (Year 10)	Total (Monthly - Year 10)	Total Option Years 6-10 (5 Years)
24 Cabinets (Reserve Power - 120kW)	120		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
30 Cabinets (Reserve Power - 150kW)	150		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
35 Cabinets (Reserve Power - 175kW)	175		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
40 Cabinets (Reserve Power - 200kW)	200		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
45 Cabinets (Reserve Power - 225kW)	225		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
50 Cabinets (Reserve Power - 250kW)	250		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00

Power Cost (estimated)	Estimated % of Licensed Primary kW	Estimated kW Load (based on Reserve Power 150 kW Years 1-5; 200 kW Years 6-10)	Average Hours Per Month	Estimated kWh/Month Usage	Enter Current PUC Cost per kWh	Enter PUE (Cooling Factor)	Monthly Power Cost (estimated)	Total Power Cost
Kilowatt Hour Power Usage (Billed as Actual Usage) estimated for Base Years 1 - 5	60%	90	730	65,700			\$0.00	\$0.00
Kilowatt Hour Power Usage (Billed as Actual Usage) estimated for Optional Years 6 - 10	60%	120	730	87,600			\$0.00	\$0.00

Remote Hands Services / Base Years 1 - 5	Quantity in Hours per year (estimated)	Hourly Rate (Year 1)	Total (Year 1)	Hourly Rate (Year 2)	Total (Year 2)	Hourly Rate (Year 3)	Total (Year 3)	Hourly Rate (Year 4)	Total (Year 4)	Hourly Rate (Year 5)	Total (Year 5)	Total Base Years (Year 5)
Remote Hands Service (per hour - billed in 15 minute increments)	120		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Remote Hands Service (per hour - billed in 15 minute increments)	200		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Remote Hands Service (per hour - billed in 15 minute increments)	300		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00

Remote Hands Services / Optional Years 6 - 10	Quantity in Hours per year (estimated)	Hourly Rate (Year 6)	Total (Year 6)	Hourly Rate (Year 7)	Total (Year 7)	Hourly Rate (Year 8)	Total (Year 8)	Hourly Rate (Year 9)	Total (Year 9)	Hourly Rate (Year 10)	Total (Year 10)	Total Base Years (Option Years)
Remote Hands Service (per hour - billed in 15 minute increments)	120		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Remote Hands Service (per hour - billed in 15 minute increments)	200		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Remote Hands Service (per hour - billed in 15 minute increments)	300		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00

Cross Connect Services / Base Years 1 - 5	Quantity (estimated)	One-time per Unit cost - if applicable Year 1	Monthly per Unit cost - if applicable Year 1	Total Year 1	One-time per Unit cost - if applicable Year 2	Monthly per Unit cost - if applicable Year 2	Total Year 2	One-time per Unit cost - if applicable Year 3	Monthly per Unit cost - if applicable Year 3	Total Year 3	One-time per Unit cost - if applicable Year 4	Monthly per Unit cost - if applicable Year 4	Total Year 4	One-time per Unit cost - if applicable Year 5	Monthly per Unit cost - if applicable Year 5	Total Year 5	Total Base Years (1-5)
Cross Connect Services (Fiber)	8			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00	\$0.00
Cross Connect Services (CAT 6)	4			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00	\$0.00
Cross Connect Services (POTS)	2			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00	\$0.00
																	\$0.00

Cross Connect Services / Optional Years 6 - 10	Quantity (estimated)	One-time per Unit cost - if applicable Year 6	Monthly per Unit cost - if applicable Year 6	Total Year 6	One-time per Unit cost - if applicable Year 7	Monthly per Unit cost - if applicable Year 7	Total Year 7	One-time per Unit cost - if applicable Year 8	Monthly per Unit cost - if applicable Year 8	Total Year 8	One-time per Unit cost - if applicable Year 9	Monthly per Unit cost - if applicable Year 9	Total Year 9	One-time per Unit cost - if applicable Year 10	Monthly per Unit cost - if applicable Year 10	Total Year 10	Total Base Years (1-5)
Cross Connect Services (Fiber)	8			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00	\$0.00
Cross Connect Services (CAT 6)	4			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00	\$0.00
Cross Connect Services (POTS)	2			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00	\$0.00

4. Invited Options

Offeror Contact Information	
OFFEROR NAME	CONTACT PERSON
0	0
OFFEROR ADDRESS	EMAIL ADDRESS
0	0
	PHONE NUMBER
	0
	SAP VENDOR #
	0
	FEDERAL TAX ID
	0

NOTES

Invited Options are items or services requested by the Commonwealth; pricing is excluded from the evaluation process. Invited Options will be exercised at the sole discretion of the Commonwealth. Offerors shall provide a proposal for each of the Invited Options. Estimated Quantities are for evaluation purposes only and do not guarantee payment.

Network Services Options (I-4. H. Communications, Network Connectivity, and Internet)

Network Provider	On-Net - yes or no	One-time cost per Unit (if applicable)	Monthly per Unit cost (if applicable)
<Add Provider and service description>			
<Add Provider and service description>			
<Add Provider and service description>			
<Add Provider and service description>			
<Add Provider and service description>			
<Add Provider and service description>			
<Add Provider and service description>			
<Add Provider and service description>			
<Internet Services; include service description>			
<Internet Services; include service description>			
<Internet Services; include service description>			
<Internet Services; include service description>			

4. Invited Options

Remote Hands Service (unlimited hours per year) <Add Description>			
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Cabinet Purchase Options (I-4. L. Offeror Supplied Cabinets)			
Cabinet Type	Quantity	Non-recurring (one-time) cost	Total (one-time)
Wright Line Cabinet part # JW963040; 96" H x 30" W x 40" D; welded Paramount Steel frame; Black	1		\$0.00
<Other Cabinet Options if available - add lines if needed>	1		\$0.00
<Other Cabinet Options if available - add lines if needed>	1		\$0.00
<Other Cabinet Options if available - add lines if needed>	1		\$0.00
<Other Cabinet Options if available - add lines if needed>	1		\$0.00
<Other Cabinet Options if available - add lines if needed>	1		\$0.00

5. Offered Options

Offeror Contact Information	
OFFEROR NAME	CONTACT PERSON
0	0
OFFEROR ADDRESS	EMAIL ADDRESS
0	0
	PHONE NUMBER
	0
	SAP VENDOR #
	0
	FEDERAL TAX ID
	0

NOTES
 An Offered Option is an item or service that is not identified by the RFP but may be included in the Offeror's proposal. Offered Options will be exercised at the sole discretion of the Commonwealth. Offerors are not obligated to include Offered Options in the proposal.

Value-Added Services (I-4. N. Value-Added Services)		
Service Type	One-time cost per Unit (if applicable)	Monthly per Unit cost (if applicable)
Example: Cold/Hot Aisle Containment		
< add services>		
< add services>		
< add services>		
< add services>		
< add services>		
< add services>		
< add services>		
< add services>		
< add services>		
< add services>		
< add services>		

Cost Submittal Summary - RFP 6100050958

Offeror Contact Information	
OFFEROR NAME	CONTACT PERSON
0	0
OFFEROR ADDRESS	EMAIL ADDRESS
0	0
	PHONE NUMBER
	0
	SAP VENDOR #
	0
	FEDERAL TAX ID
	0

NOTES

Base Term calculations include installation and power capacity for 30 Cabinets (150 kW Reserve Power), 200 hours of Remote Hands Service, and estimates for Power (Circuits and Usage) and Cross Connect Services contained in the *Base Cost* worksheet.

Optional Years calculations include installation of 10 additional cabinets, power capacity for 40 Cabinets (200 kW Reserve Power), 200 hours of Remote Hands Service, and estimates for Power (Circuits and Usage) and Cross Connect Services contained in the *Base Cost* worksheet.

Estimated Quantities are for evaluation purposes only and do not guarantee payment.

Base Term (Years 1-5)	
One Time Costs	
Cage Buildout Services	\$ -
Floor Capacity Upgrade Services	\$ -
Power Circuit Provisioning	\$ -
Cabinet - Installation Only	\$ -
Monthly Costs	
Cost per Tier - 30 Cabinets (Reserve Power - 150kW)	\$ -
Power Cost (estimated)	\$ -
Cross Connects (estimated)	\$ -
Remote Hands Service (200 hours/year)	\$ -
TOTAL BASE TERM COSTS	\$ -

Optional Years (Years 6-10)	
One Time Costs	
Cabinet - Installation Only	\$ -
Monthly Costs	
Cost per Tier - 40 Cabinets (Reserve Power - 200 kW)	\$ -
Power Cost (estimated)	\$ -
Cross Connects (estimated)	\$ -
Remote Hands Service (200 hours/year)	\$ -
TOTAL OPTION TERM COSTS	\$ -

Total Cost Summary	
Base Term (5 years)	\$ -
Optional Renewal Term (5 years)	\$ -
Total Cost (10 years)	\$ -

APPENDIX G - IT CONTRACT TERMS AND CONDITIONS

1. DEFINITIONS.

- (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) Commonwealth. The Commonwealth of Pennsylvania.
- (c) Contract. The integrated documents as defined in **Section 11, Order of Precedence**.
- (d) Contracting Officer. The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.
- (e) Data. Any recorded information, regardless of the form, the media on which it is recorded or the method of recording.
- (f) Days. Calendar days, unless specifically indicated otherwise.
- (g) Developed Works. All of the fully or partially complete property, whether tangible or intangible prepared by the Contractor for ownership by the Commonwealth in fulfillment of the requirements of this Contract, including but not limited to: documents; sketches; drawings; designs; works; papers; files; reports; computer programs; documentation; data; records; software; samples; literary works and other works of authorship. Developed Works include all material necessary to exercise all attributes of ownership or of the license granted in **Section 46, Ownership of Developed Works**.
- (h) Documentation. All materials required to support and convey information about the Services or Supplies required by this Contract, including, but not limited to: written reports and analyses; diagrams maps, logical and physical designs; system designs; computer programs; flow charts; and disks and/or other machine-readable storage media.
- (i) Expiration Date. The last valid date of the Contract, as indicated in the Contract documents to which these IT Contract Terms and Conditions are attached.
- (j) Purchase Order. Written authorization for Contractor to proceed to furnish Supplies or Services.
- (k) Proposal. Contractor’s response to a Solicitation issued by the Issuing Agency, as accepted by the Commonwealth.
- (l) Services. All Contractor activity necessary to satisfy the Contract.

APPENDIX G - IT CONTRACT TERMS AND CONDITIONS

- (m) Software. A collection of one or more programs, databases or microprograms fixed in any tangible medium of expression that comprises a sequence of instructions (source code) to carry out a process in, or convertible into, a form executable by an electronic computer (object code).
- (n) Solicitation. A document issued by the Commonwealth to procure Services or Supplies, e.g., Request for Proposal; Request for Quotation; Supplier Pricing Request; or Invitation for Bid, including all attachments and addenda thereto.
- (o) Supplies. All tangible and intangible property including, but not limited to, materials and equipment provided by the Contractor to satisfy the Contract.

2. TERM OF CONTRACT.

- (a) Term. The term of the Contract shall commence on the Effective Date and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract.
- (b) Effective Date. The Effective Date shall be one of the following:
 - (i) the date the Contract has been fully executed by the Contractor and all approvals required by Commonwealth contracting procedures have been obtained; or
 - (ii) the date stated in the Contract, whichever is later.

3. COMMENCEMENT OF PERFORMANCE.

- (a) General. The Contractor shall not commence performance and the Commonwealth shall not be liable to pay the Contractor for any supply furnished or work performed or expenses incurred, until both of the following have occurred:
 - (i) the Effective Date has occurred; and
 - (ii) the Contractor has received a Purchase Order or other written notice to proceed signed by the Contracting Officer.
- (b) Prohibition Prior to Effective Date. No Commonwealth employee has the authority to verbally direct the commencement of any Service or delivery of any Supply under this Contract prior to the date performance may commence. The Contractor hereby waives any claim or cause of action for any Service performed or Supply delivered prior to the date performance may commence.

4. EXTENSION OF CONTRACT TERM.

APPENDIX G - IT CONTRACT TERMS AND CONDITIONS

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

5. ELECTRONIC SIGNATURES.

- (a) The Contract and/or Purchase Orders may be electronically signed by the Commonwealth.
 - (i) *Contract.* “Fully Executed” at the top of the first page of the Contract output indicates that the signatures of all the individuals required to bind the Commonwealth to the terms of the Contract have been obtained. If the Contract output form does not have “Fully Executed” at the top of the first page, the Contract has not been fully executed.
 - (ii) *Purchase Orders.* The electronically-printed name of the Purchasing Agent on the Purchase Order indicates that all approvals required by Commonwealth contracting procedures have been obtained.
- (b) The Commonwealth and the Contractor specifically agree as follows:
 - (i) *Written signature not required.* No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable.
 - (ii) *Validity; admissibility.* The parties agree that no writing shall be required in order to make the Contract or Purchase Order legally binding, notwithstanding contrary requirements in any law or regulation. The parties hereby agree not to contest the validity or enforceability of the Contract executed electronically, 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 executed or 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 acknowledgement shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
- (c) Verification. 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.

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6. PURCHASE ORDERS.

- (a) Purchase Orders. The Commonwealth may issue Purchase Orders against the Contract or issue a Purchase Order as the Contract. These Purchase 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.
- (b) Electronic transmission. 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.
- (c) Receipt. Receipt of the electronic or facsimile transmission of the Purchase Order shall constitute receipt of a Purchase Order.
- (d) Received next business day. Purchase Orders received by the Contractor after 4 p.m. will be considered received the following business day.
- (e) Commonwealth Purchasing Card. Purchase Orders under \$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. The Contractor agrees to accept payment through the use of a Commonwealth Purchasing card.

7. CONTRACT SCOPE.

The Contractor agrees to furnish the requested Services and Supplies to the Commonwealth as such Services and Supplies are defined in this Contract.

8. ACCESS TO COMMONWEALTH FACILITIES.

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

9. NON-EXCLUSIVE CONTRACT.

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

10. INFORMATION TECHNOLOGY POLICIES.

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- (a) General. The Contractor shall comply with the IT standards and policies issued by the Governor's Office of Administration, Office for Information Technology (located at <https://www.oa.pa.gov/Policies/Pages/itp.aspx>), including the accessibility standards set out in IT Policy ACC001, Accessibility Policy. The Contractor shall ensure that Services and Supplies procured under the Contract comply with the applicable standards. In the event such standards change during the Contractor's performance, and the Commonwealth requests that the Contractor comply with the changed standard, then any incremental costs incurred by the Contractor to comply with such changes shall be paid for pursuant to a change order to the Contract.
- (b) Waiver. The Contractor may request a waiver from an Information Technology Policy (ITP) by providing detailed written justification as to why the ITP cannot be met. The Commonwealth may waive the ITP in whole, in part or conditionally, or require that the Contractor provide an acceptable alternative. Any Commonwealth waiver of the requirement must be in writing.

11. ORDER OF PRECEDENCE.

If any conflicts or discrepancies should arise in the terms and conditions of this Contract, or the interpretation thereof, the order of precedence shall be:

- (a) The Contract document containing the parties' signatures;
- (b) The IT Contract Terms and Conditions;
- (c) The Request for Proposal; and
- (d) The Contractor's Proposal.

12. CONTRACT INTEGRATION.

- (a) Final contract. This Contract constitutes the final, complete, and exclusive Contract between the parties, containing all the terms and conditions agreed to by the parties.
- (b) Prior representations. All representations, understandings, promises, and agreements pertaining to the subject matter of this Contract made prior to or at the time this Contract is executed are superseded by this Contract.
- (c) Conditions precedent. There are no conditions precedent to the performance of this Contract except as expressly set forth herein.
- (d) Sole applicable terms. No contract terms or conditions are applicable to this Contract except as they are expressly set forth herein.

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- (e) Other terms unenforceable. The Contractor may not require the Commonwealth or any user of the Services or Supplies acquired within the scope of this Contract to sign, click through, or in any other way agree to any terms associated with use of or interaction with those Services and/or Supplies, unless the Commonwealth has approved the terms in writing in advance under this Contract, and the terms are consistent with this Contract. Further, changes to terms may be accomplished only by processes set out in this Contract; no quotations, invoices, business forms or other documentation, or terms referred to therein, shall become part of this Contract merely by their submission to the Commonwealth or their ordinary use in meeting the requirements of this Contract. Any terms imposed upon the Commonwealth or a user in contravention of this subsection (e) must be removed at the direction of the Commonwealth and shall not be enforced or enforceable against the Commonwealth or the user.

13. PERIOD OF PERFORMANCE.

The Contractor, for the term of this Contract, shall complete all Services and provide all Supplies as specified under the terms of this Contract. In no event shall the Commonwealth be responsible or liable to pay for any Services or Supplies provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such Services or Supplies.

14. INDEPENDENT PRIME CONTRACTOR.

- (a) Independent contractor. In performing its obligations under the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth.
- (b) Sole point of contact. The Contractor will be responsible for all Services and Supplies 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.

15. SUBCONTRACTS.

The Contractor may subcontract any portion of the Services or Supplies described in this Contract to third parties selected by Contractor and approved in writing by the Commonwealth, whose approval shall not be unreasonably withheld. Notwithstanding the above, if Contractor has disclosed the identity of subcontractor(s) together with the scope of work to be subcontracted in its Proposal, award of the Contract is deemed approval of all named subcontractors and a separate approval is not required. The existence of any subcontract shall not change the obligations of Contractor to the Commonwealth under this Contract. Upon request of the Commonwealth, the Contractor must provide the Commonwealth with an un-redacted copy of the subcontract agreement between the Contractor and the subcontractor. The Commonwealth reserves the right, for good cause, to require that the Contractor remove a subcontractor from the project. The

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Commonwealth will not be responsible for any costs incurred by the Contractor in replacing the subcontractor if good cause exists.

16. OTHER CONTRACTORS.

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 Services and/or its provision of Supplies 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 section shall be included in the Contracts of all contractors with which this Contractor will be required to cooperate. The Commonwealth shall equitably enforce this section as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

17. ENHANCED MINIMUM WAGE.

- (a) Enhanced Minimum Wage. Contractor/Lessor agrees to pay no less than \$12.00 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.
- (b) Adjustment. Beginning July 1, 2019, and annually thereafter, the minimum wage rate shall be increased by \$0.50 until July 1, 2024, when the minimum wage reaches \$15.00. Thereafter, the minimum wage rate would be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
- (c) Exceptions. These Enhanced Minimum Wage Provisions shall not apply to employees:
 - (i) exempt from the minimum wage under the Minimum Wage Act of 1968;
 - (ii) covered by a collective bargaining agreement;
 - (iii) required to be paid a higher wage under another state or federal law governing the services, including the *Prevailing Wage Act* and Davis-Bacon Act; or
 - (iv) required to be paid a higher wage under any state or local policy or ordinance.

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- (d) Notice. Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.
- (e) Records. Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
- (f) Sanctions. Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
- (g) Subcontractors. Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

18. COMPENSATION.

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

19. BILLING REQUIREMENTS.

- (a) Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Contractor shall include in all of its invoices the following minimum information:
 - (i) Vendor name and “Remit to” address, including SAP Vendor number;
 - (ii) Bank routing information, if ACH;
 - (iii) SAP Purchase Order number;
 - (iv) Delivery Address, including name of Commonwealth agency;

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- (v) Description of the supplies/services delivered in accordance with SAP Purchase Order (include Purchase Order line number if possible);
 - (vi) Quantity provided;
 - (vii) Unit price;
 - (viii) Price extension;
 - (ix) Total price; and
 - (x) Delivery date of supplies or services.
- (b) If an invoice does not contain the minimum information set forth in this section, and comply with the provisions located at <https://www.budget.pa.gov/Programs/Pages/E-Invoicing.aspx>, relating to the Commonwealth E-Invoicing Program, the Commonwealth may return the invoice as improper. If the Commonwealth returns an invoice as improper, the time for processing a payment will be suspended until the Commonwealth receives a correct invoice. The Contractor may not receive payment until the Commonwealth has received a correct invoice.

20. PAYMENT.

- (a) Payment Date. The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is:
- (i) the date on which payment is due under the terms of the Contract;
 - (ii) **thirty (30) days** after a proper invoice actually is received at the “Bill To” address if a date on which payment is due is not specified in the Contract (a “proper” invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or
 - (iii) the payment date specified on the invoice if later than the dates established by [paragraphs \(a\)\(i\) and \(a\)\(ii\)](#), above.
- (b) Delay; Interest. 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 **15 days** after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act of December 13, 1982, P.L. 1155, No. 266, 72 P. S. § 1507, (relating to interest penalties on Commonwealth accounts) and accompanying regulations 4 Pa. Code §§ 2.31—2.40 (relating to interest penalties for late payments to qualified small business concerns).

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- (c) Payment should not be construed by the Contractor as acceptance of the Service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications.

21. ELECTRONIC PAYMENTS.

- (a) The Commonwealth will make contract payments through the Automated Clearing House (ACH). Within **10 days** of award of the Contract, the Contractor must submit or must have already submitted its ACH information within its 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'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.

22. ASSIGNABILITY.

- (a) Subject to the terms and conditions of this section the Contract is binding upon the parties and their respective successors and assigns.
- (b) The Contractor may not assign, in whole or in part, the Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Commonwealth, which consent may be withheld at the sole and absolute discretion of the Commonwealth.
- (c) For the purposes of the Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, encumbrance, 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.
- (d) Any assignment consented to by the Commonwealth 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.
- (e) Notwithstanding the foregoing, the Contractor may, without the consent of the Commonwealth, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the

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Commonwealth together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of the Contract.

- (f) A change of name by the Contractor, following which the Contractor's federal identification number remains unchanged, is not considered to be an assignment. The Contractor shall give the Commonwealth written notice of any such change of name.

23. INSPECTION AND ACCEPTANCE.

- (a) Developed Works and Services.
 - (i) *Acceptance.* Acceptance of any Developed Work or Service will occur in accordance with an acceptance plan (Acceptance Plan) submitted by the Contractor and approved by the Commonwealth. Upon approval of the Acceptance Plan by the Commonwealth, the Acceptance Plan becomes part of this Contract.
 - (ii) *Software Acceptance Test Plan.* For contracts where the development of Software, the configuration of Software or the modification of Software is being inspected and accepted, the Acceptance Plan must include a Software Acceptance Test Plan. The Software Acceptance Test Plan will provide for a final acceptance test, and may provide for interim acceptance tests. Each acceptance test will be designed to demonstrate that the Software conforms to the functional specifications, if any, and the requirements of this Contract. The Contractor shall notify the Commonwealth when the Software is completed and ready for acceptance testing. The Commonwealth will not unreasonably delay commencement of acceptance testing.
 - (iii) If software integration is required at the end of the project, as set out in the Solicitation, the Commonwealth's acceptance of the Software shall be final unless at the time of final acceptance, the Software does not meet the acceptance criteria set forth in the Contract.
 - (iv) If software integration is not required at the end of the project, as set out in the Solicitation, the Commonwealth's acceptance of the Software shall be complete and final.
 - (v) *Certification of Completion.* The Contractor shall certify, in writing, to the Commonwealth when an item in the Acceptance Plan is completed and ready for acceptance. Unless otherwise agreed to by the Commonwealth in the Acceptance Plan, the acceptance period shall be **10 business days** for interim items and **30 business days** for final items. Following receipt of the Contractor's certification of completion of an item, the Commonwealth shall, either:

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- (1) Provide the Contractor with Commonwealth's written acceptance of the work product; or
 - (2) Identify to the Contractor, in writing, the failure of the work product to comply with the specifications, listing all such errors and omissions with reasonable detail.
- (vi) *Deemed Acceptance.* If the Commonwealth fails to notify the Contractor in writing of any failures in the work product within the applicable acceptance period, the work product shall be deemed accepted.
- (vii) *Correction upon Rejection.* Upon the Contractor's receipt of the Commonwealth's written notice of rejection, which must identify the reasons for the failure of the work product to comply with the specifications, the Contractor shall have **15 business days**, or such other time as the Commonwealth and the Contractor may agree is reasonable, within which to correct all such failures, and resubmit the corrected item, certifying to the Commonwealth, in writing, that the failures have been corrected, and that the items have been brought into compliance with the specifications. Upon receipt of such corrected and resubmitted items and certification, the Commonwealth shall have **30 business days** to test the corrected items to confirm that they are in compliance with the specifications. If the corrected items are in compliance with the specifications, then the Commonwealth shall provide the Contractor with its acceptance of the items in the completed milestone.
- (viii) *Options upon Continued Failure.* If, in the opinion of the Commonwealth, the corrected items still contain material failures, the Commonwealth may either:
- (1) Repeat the procedure set forth above; or
 - (2) Proceed with its rights under **Section 28, Termination**, except that the cure period set forth in **Subsection 28(c)** may be exercised in the Commonwealth's sole discretion.
- (b) Supplies.
- (i) *Inspection prior to Acceptance.* No Supplies received by the Commonwealth shall be deemed accepted until the Commonwealth has had a reasonable opportunity to inspect the Supplies.
 - (ii) *Defective Supplies.* Any Supplies discovered to be defective or that fail to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the Supplies or the noncompliance

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with the specifications were not reasonably ascertainable upon the initial inspection.

- (1) The Contractor shall remove rejected item(s) from the premises without expense to the Commonwealth within **15 days** after notification.
- (2) Rejected Supplies left longer than **30 days** will be regarded as abandoned, and the Commonwealth shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale which represents the Commonwealth's costs and expenses in regard to the storage and sale of the Supplies.
- (3) Upon notice of rejection, the Contractor shall immediately replace all such rejected Supplies with others conforming to the specifications and which are not defective. If the Contractor fails, neglects or refuses to do so, the Commonwealth may procure, in such manner as it determines, supplies similar or identical to the those that Contractor failed, neglected or refused to replace, 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.

24. DEFAULT.

The Commonwealth may, subject to the provisions of **Section 25, Notice of Delays**, and **Section 66, Force Majeure**, 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 **Section 28, Termination**) the whole or any part of this Contract for any of the following reasons:

- (i) Failure to begin Services within the time specified in the Contract or as otherwise specified;
- (ii) Failure to perform the Services with sufficient labor, equipment, or material to insure the completion of the specified Services in accordance with the Contract terms;
- (iii) Unsatisfactory performance of the Services;
- (iv) Failure to meet requirements within the time periods(s) specified in the Contract;
- (v) Multiple failures over time of a single service level agreement or a pattern of failure over time of multiple service level agreements;

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- (vi) Failure to provide a Supply or Service that conforms with the specifications referenced in the Contract;
- (vii) Failure or refusal to remove material, or remove, replace or correct any Supply rejected as defective or noncompliant;
- (viii) Discontinuance of Services without approval;
- (ix) Failure to resume a Service, which has been discontinued, within a reasonable time after notice to do so;
- (x) Insolvency;
- (xi) Assignment made for the benefit of creditors;
- (xii) Failure or refusal, within **10 days** after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due subcontractors for materials furnished, labor supplied or performed, for equipment rentals or for utility services rendered;
- (xiii) Failure to protect, repair or make good any damage or injury to property;
- (xiv) Breach of any provision of this Contract;
- (xv) Any breach by Contractor of the security standards or procedures of this Contract;
- (xvi) Failure to comply with representations made in the Contractor's Proposal;
or
- (xvii) Failure to comply with applicable industry standards, customs and practice.

25. NOTICE OF DELAYS.

Whenever the Contractor encounters any difficulty that delays or threatens to delay the timely performance of this Contract (including actual or potential labor disputes), the Contractor shall promptly give notice thereof in writing to the Commonwealth stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the Commonwealth of any rights or remedies to which it is entitled by law or pursuant to provisions of this Contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay. If an extension of the delivery schedule is granted, it will be done consistent with [Section 27, Changes](#).

26. CONDUCT OF SERVICES.

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- (a) Following the Effective Date of the Contract, Contractor shall proceed diligently with all Services and shall perform such Services with qualified personnel, in accordance with the completion criteria set forth in the Contract.
- (b) In determining whether the Contractor has performed with due diligence under the Contract, it is agreed and understood that the Commonwealth may measure the amount and quality of the Contractor's effort against the representations made in the Contractor's Proposal. The Contractor's Services hereunder shall be monitored by the Commonwealth and the Commonwealth's designated representatives. If the Commonwealth reasonably determines that the Contractor has not performed with due diligence, the Commonwealth and the Contractor will attempt to reach agreement with respect to such matter. Failure of the Commonwealth or the Contractor to arrive at such mutual determinations shall be a dispute concerning a question of fact within the meaning of [Section 30, Contract Controversies](#).

27. CHANGES.

- (a) At any time during the performance of the Contract, the Commonwealth or the Contractor may request a change to the Contract. Contractor will make reasonable efforts to investigate the impact of the change request on the price, timetable, specifications, and other terms and conditions of the Contract. If the Commonwealth is the requestor of the change, the Contractor will inform the Commonwealth of any charges for investigating the change request prior to incurring such charges. If the Commonwealth and the Contractor agree on the results of the investigation and any necessary changes to the Contract, the parties must complete and execute a change order to modify the Contract and implement the change. The change order will be evidenced by a writing in accordance with the Commonwealth's change order procedures. No work may begin on the change order until the Contractor has received the executed change order. If the parties are not able to agree upon the results of the investigation or the necessary changes to the Contract, a Commonwealth-initiated change request will be implemented at Commonwealth's option and the Contractor shall perform the Services; and either party may elect to have the matter treated as a dispute between the parties under [Section 30, Contract Controversies](#). During the pendency of any such dispute, Commonwealth shall pay to Contractor any undisputed amounts.
- (b) Changes outside the scope of this Contract shall be accomplished through the Commonwealth's procurement procedures, and may result in an amended Contract or a new contract. No payment will be made for services outside of the scope of the Contract for which no amendment has been executed.

28. TERMINATION.

- (a) For Convenience.

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

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

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

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

Failure to agree on any termination costs shall be a dispute handled in accordance with [Section 30, Contract Controversies](#), of this Contract.

- (ii) The Contractor shall cease Services as of the date set forth in the Notice of Termination, and shall be paid only for such Services as have already been satisfactorily rendered up to and including the termination date set forth in said notice, or as may be otherwise provided for in said Notice of Termination, and for such Services performed during the **30-day** notice period, if such Services are requested by the Commonwealth, for the collection, assembling, and transmitting to the Commonwealth of at least all materials, manuals, magnetic media, studies, drawings, computations, maps, supplies, and survey notes including field books, which were obtained, prepared, or developed as part of the Services required under this Contract.
- (iii) The above shall not be deemed to limit the Commonwealth's right to terminate this Contract for any reason as permitted by the other provisions of this Contract, or under applicable law.
- (b) Non-Appropriation. Any payment obligation or portion thereof of the Commonwealth created by this Contract is conditioned upon the availability and appropriation of funds. When funds (state or federal) are not appropriated or otherwise made available to support continuation of performance or full

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performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract in whole or in part. The Contractor shall be reimbursed in the same manner as that described in [subsection \(a\)](#) to the extent that appropriated funds are available.

- (c) Default. The Commonwealth may, in addition to its other rights under this Contract, terminate this Contract in whole or in part by providing written notice of default to the Contractor if the Contractor materially fails to perform its obligations under the Contract and does not cure such failure within **30 days**, or if a cure within such period is not practical, commence a good faith effort to cure such failure to perform within the specified period or such longer period as the Commonwealth may specify in the written notice specifying such failure, and diligently and continuously proceed to complete the cure. The Contracting Officer shall provide any notice of default or written cure notice for Contract terminations.
- (i) Subject to [Section 38, Limitation of Liability](#), in the event the Commonwealth terminates this Contract in whole or in part as provided in this subsection (c), the Commonwealth may procure services similar to those so terminated, and the Contractor, in addition to liability for any liquidated damages, shall be liable to the Commonwealth for the difference between the Contract price for the terminated portion of the Services and the actual and reasonable cost (but in no event greater than the fair market value) of producing substitute equivalent services for the terminated Services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this section.
- (ii) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control of the Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, work stoppages, freight embargoes, acts of terrorism and unusually severe weather. The Contractor shall notify the Contracting Officer promptly in writing of its inability to perform because of a cause beyond the control of the Contractor.
- (iii) Nothing in this subsection (c) shall abridge the Commonwealth's right to suspend, debar or take other administrative action against the Contractor.
- (iv) If it is later determined that the Commonwealth erred in terminating the Contract for default, then the Contract shall be deemed to have been terminated for convenience under [subsection \(a\)](#).
- (v) If this Contract is terminated as provided by this subsection (c), the Commonwealth may, in addition to any other rights provided in this subsection (c), and subject law and to other applicable provisions of this Contract, require the Contractor to deliver to the Commonwealth in the

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manner and to the extent directed by the Contracting Officer, such Software, Data, Developed Works, Documentation and other materials as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract as has been terminated.

- (d) The rights and remedies of the Commonwealth provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- (e) The Commonwealth's failure to exercise any rights or remedies provided in this section shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.
- (f) Following exhaustion of the Contractor's administrative remedies as set forth in **Section 30, Contract Controversies**, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

29. BACKGROUND CHECKS.

- (a) The Contractor, at its expense, must arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth IT facilities, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <https://www.psp.pa.gov/Pages/Request-a-Criminal-History-Record.aspx>. The background check must be conducted prior to initial access and on an annual basis thereafter.
- (b) Before the Commonwealth will permit access to the Contractor, the Contractor must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that an employee of the Contractor or an employee of a subcontractor of the Contractor has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this section on more than one occasion or Contractor's failure to cure any single failure to the satisfaction of the Commonwealth may result in the Contractor being deemed in default of its Contract.
- (c) The Commonwealth specifically reserves the right of the Commonwealth to conduct or require background checks over and above that described herein.

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30. CONTRACT CONTROVERSIES.

- (a) Pursuant to Section 1712.1 of the *Commonwealth Procurement Code*, 62 Pa. C.S. § 1712.1, in the event of a claim arising from the Contract or a purchase order, the Contractor, within **six (6) months** after the cause of action accrues, must 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 **60 days** thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program, <https://www.ogc.pa.gov/Services%20to%20Agencies/Mediation%20Procedures/Pages/default.aspx>.
- (b) If the Contractor or the Contracting Officer requests mediation, and the other party agrees, the Contracting Officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required **120 days** after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the Contracting Officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within **120 days** of the receipt of the claim, unless extended by consent of the Contracting Officer and the Contractor. The Contracting Officer shall send his/her written determination to the Contractor. If the Contracting Officer fails to issue a final determination within the **120 days** (unless extended by consent of the parties), the claim shall be deemed denied. The Contracting Officer's determination shall be the final order of the purchasing agency.
- (c) Within **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 or Purchase Order 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 or Purchase Order.

31. CONFIDENTIALITY, PRIVACY AND COMPLIANCE.

- (a) General. 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. Unless the context otherwise clearly indicates the need for confidentiality, information is deemed confidential only when the party claiming confidentiality designates the information as "confidential" in such a way as to give notice to the other party (for

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example, notice may be communicated by describing the information, and the specifications around its use or disclosure, in the Solicitation or in the Proposal). Neither party may assert that information owned by the other party is such party's confidential information. Notwithstanding the foregoing, all Data provided by, or collected, processed, or created on behalf of the Commonwealth is Confidential Information unless otherwise indicated in writing.

- (b) Copying; Disclosure; Termination. The parties agree that 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 confidential information shall be marked by the party making the copy with any notices appearing in the original. Upon expiration or termination of this Contract or any license granted hereunder, the receiving party will return to the disclosing party, or certify as to the destruction of, all confidential information in the receiving party's possession, other than one copy (where permitted by law or regulation), which may be maintained for archival purposes only, and which will remain subject to this Contract's security, privacy, data retention/destruction and confidentiality provisions. A material breach of these requirements may result in termination for default pursuant to **Subsection 28(c)**, in addition to other remedies available to the non-breaching party.
- (c) Insofar as information is not otherwise protected by law or regulation, the obligations stated in this section do not apply to information:
- (i) already known to the recipient at the time of disclosure other than through the contractual relationship;
 - (ii) independently generated by the recipient and not derived from the information supplied by the disclosing party;
 - (iii) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
 - (iv) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
 - (v) required to be disclosed by the recipient by law, regulation, court order, or other legal process.

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

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- (d) The Contractor shall use the following process when submitting information to the Commonwealth it believes to be confidential and/or proprietary information or trade secrets:
- (i) Prepare and submit an un-redacted version of the appropriate document;
 - (ii) Prepare and submit a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret. The Contractor shall use a redaction program that ensures the information is permanently and irreversibly redacted; and
 - (iii) Prepare and submit a signed written statement that identifies confidential or proprietary information or trade secrets and that states:
 - (1) the attached material contains confidential or proprietary information or trade secrets;
 - (2) the Contractor is submitting the material in both redacted and un-redacted format, if possible, in accordance with 65 P.S. § 67.707(b); and
 - (3) the Contractor is requesting that the material be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.
- (e) Disclosure of Recipient or Beneficiary Information Prohibited. The Contractor shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a Commonwealth program affected by or benefiting from Services under the Contract for any purpose not connected with the Contractor's responsibilities, except with consent pursuant to applicable law or regulations. All material associated with direct disclosures of this kind (including the disclosed information) shall be provided to the Commonwealth prior to the direct disclosure.
- (f) Compliance with Laws. Contractor will comply with all applicable laws or regulations related to the use and disclosure of information, including information that constitutes Protected Health Information (PHI) as defined by the *Health Insurance Portability and Accountability Act* (HIPAA). Further, by signing this Contract, the Contractor agrees to the terms of the Business Associate Agreement, which is incorporated into this Contract as **Exhibit A**, or as otherwise negotiated by the Contractor and the purchasing agency. It is understood that **Exhibit A, Commonwealth of Pennsylvania Business Associate Agreement**, is only applicable if and to the extent indicated in the Contract.
- (g) Additional Provisions. Additional privacy and confidentiality requirements may be specified in the Contract.

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- (h) Restrictions on Use. All Data and all intellectual property provided to the Contractor pursuant to this Contract or collected or generated by the Contractor on behalf of the Commonwealth pursuant to this Contract shall be used only for the work of this Contract. No Data, intellectual property, Documentation or Developed Works may be used, disclosed, or otherwise opened for access by or to the Contractor or any third party unless directly related to and necessary under the Contract.

32. PCI SECURITY COMPLIANCE.

- (a) General. By providing the Services under this Contract, the Contractor may create, receive, or have access to credit card records or record systems containing cardholder data including credit card numbers (collectively the “Cardholder Data”). Contractor shall comply with the Payment Card Industry Data Security Standard (“PCI DSS”) requirements for Cardholder Data that are prescribed by the payment brands (including, but not limited to, Visa, MasterCard, American Express, and Discover), as they may be amended from time to time. The Contractor acknowledges and agrees that Cardholder Data may only be used for assisting in completing a card transaction, for fraud control services, for loyalty programs, or as specifically agreed to by the payment brands, for purposes of this Contract or as required by applicable law or regulations.
- (b) Compliance with Standards. The Contractor shall conform to and comply with the PCI DSS standards as defined by The PCI Security Standards Council at: https://www.pcisecuritystandards.org/security_standards/index.php. The Contractor shall monitor these PCI DSS standards and will promptly notify the Commonwealth if its practices should not conform to such standards. The Contractor shall provide a letter of certification to attest to meeting this requirement within **seven (7) days** of the Contractor’s receipt of the annual PCI DSS compliance report.

33. DATA BREACH OR LOSS.

- (a) The Contractor shall comply with all applicable data protection, data security, data privacy and data breach notification laws, including but not limited to the *Breach of Personal Information Notification Act*, Act of December 22, 2005, P.L. 474, No. 94, as amended, 73 P.S. §§ 2301—2329.
- (b) For Data and Confidential Information in the possession, custody, and control of the Contractor or its employees, agents, and/or subcontractors:
- (i) The Contractor shall report unauthorized access, use, release, loss, destruction or disclosure of Data or Confidential Information (“Incident”) to the Commonwealth within **two (2) hours** of when the Contractor knows of or reasonably suspects such Incident, and the Contractor must immediately take all reasonable steps to mitigate any potential harm or

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further access, use, release, loss, destruction or disclosure of such Data or Confidential Information.

- (ii) The Contractor shall provide timely notice to all individuals that may require notice under any applicable law or regulation as a result of an Incident. The notice must be pre-approved by the Commonwealth. At the Commonwealth's request, Contractor shall, at its sole expense, provide credit monitoring services to all individuals that may be impacted by any Incident requiring notice.
 - (iii) The Contractor shall be solely responsible for any costs, losses, fines, or damages incurred by the Commonwealth due to Incidents. In addition, any citizens impacted by breach of data will be offered at least 12 months of credit monitoring at the expense of the Contractor.
- (c) As to Data and Confidential Information fully or partially in the possession, custody, or control of the Contractor and the Commonwealth, the Contractor shall diligently perform all of the duties required in this section in cooperation with the Commonwealth, until the time at which a determination of responsibility for the Incident, and for subsequent action regarding the Incident, is made final.

34. INSURANCE.

- (a) General. Unless otherwise indicated in the Solicitation, the Contractor shall maintain at its expense and require its agents, contractors and subcontractors to procure and maintain, as appropriate, the following types and amounts of insurance, issued by companies acceptable to the Commonwealth and authorized to conduct such business under the laws of the Commonwealth:
- (i) Workers' Compensation Insurance for all of the Contractor's employees and those of any subcontractor engaged in performing Services in accordance with the *Workers' Compensation Act*, Act of June 2, 1915, P.L. 736, No. 338, reenacted and amended June 21, 1939, P.L. 520, No. 281, as amended, 77 P.S. §§ 1—2708.
 - (ii) Commercial general liability insurance providing coverage from claims for damages for personal injury, death and property of others, including loss of use resulting from any property damage which may arise from its operations under this Contract, whether such operation be by the Contractor, by any agent, contractor or subcontractor, or by anyone directly or indirectly employed by either. The limits of such insurance shall be in an amount not less than **\$500,000** per person and **\$2,000,000** per occurrence, personal injury and property damage combined. Such policies shall be occurrence based rather than claims-made policies and shall name the Commonwealth of Pennsylvania as an additional insured, as its interests may appear. The insurance shall not contain any endorsements or any other form designed to

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limit and restrict any action by the Commonwealth as an additional insured against the insurance coverages in regard to the Services performed for or Supplies provided to the Commonwealth.

- (iii) Professional and Technology-Based Services Liability Insurance (insuring against damages and claim expenses as a result of claims arising from any actual or alleged wrongful acts in performing cyber and technology activities) in the amount of **\$2,000,000**, per accident/occurrence/annual aggregate.
 - (iv) Professional Liability/Errors and Omissions Insurance in the amount of **\$2,000,000**, per accident/occurrence/annual aggregate, covering the Contractor, its employees, agents, contractors, and subcontractors in the performance of all services.
 - (v) Network/Cyber Liability Insurance (including coverage for Professional and Technology-Based Services Liability if not covered under Company's Professional Liability/Errors and Omissions Insurance referenced above) in the amount of **\$3,000,000**, per accident/occurrence/annual aggregate, covering the Contractor, its employees, agents, contractors, and subcontractors in the performance of all services.
 - (vi) Completed Operations Insurance in the amount of **\$2,000,000**, per accident/occurrence/annual aggregate, covering the Contractor, its employees, agents, contractors, and subcontractors in the performance of all services.
 - (vii) Comprehensive crime insurance in an amount of not less than **\$5,000,000** per claim.
- (b) Certificate of Insurance. Prior to commencing Services under the Contract, and annually thereafter, the Contractor shall provide the Commonwealth with a copy of each current certificate of insurance required by this section. These certificates shall contain a provision that coverages afforded under the policies will not be canceled or changed in such a way to cause the coverage to fail to comply with the requirements of this section until at least **15 days'** prior written notice has been given to the Commonwealth. Such cancellation or change shall not relieve the Contractor of its continuing obligation to maintain insurance coverage in accordance with this section.
- (c) Insurance coverage length. The Contractor agrees to maintain such insurance for the latter of the life of the Contract, or the life of any Purchase Orders issued under the Contract.

35. CONTRACTOR RESPONSIBILITY PROGRAM.

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- (a) 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.
- (b) The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) 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.

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- (g) The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <https://www.dgs.pa.gov/Pages/default.aspx> 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

36. OFFSET PROVISION FOR COMMONWEALTH CONTRACTS.

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.

37. TAXES-FEDERAL, STATE AND LOCAL.

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. 23-7400001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas-guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania sales tax, local sales tax, public transportation assistance taxes, and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this section is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

38. LIMITATION OF LIABILITY.

- (a) General. The Contractor's liability to the Commonwealth under this Contract shall be limited to the greater of **\$250,000** or the value of this Contract (including any amendments). This limitation will apply, except as otherwise stated in this section, regardless of the form of action, whether in contract or in tort, including negligence. This limitation does not, however, apply to any damages:
- (i) for bodily injury;
 - (ii) for death;
 - (iii) for intentional injury;

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- (iv) for damage to real property or tangible personal property for which the Contractor is legally liable;
 - (v) under **Section 42, Patent, Copyright, Trademark and Trade Secret Protection**;
 - (vi) under **Section 33, Data Breach or Loss**; or
 - (vii) under **Section 41, Virus, Malicious, Mischievous or Destructive Programming**.
- (b) The Contractor will not be liable for consequential or incidental damages, except for damages as set forth in **paragraphs (a)(i)—(vii)** above, or as otherwise specified in the Contract.

39. COMMONWEALTH HELD HARMLESS.

- (a) The Contractor shall indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the *Commonwealth Attorneys Act*, Act of October 15, 1980, P.L. 950, No. 164, as amended, 71 P.S. § 732-101—732-506, the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.
- (b) Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

40. SOVEREIGN IMMUNITY.

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

41. VIRUS, MALICIOUS, MISCHIEVOUS OR DESTRUCTIVE PROGRAMMING.

- (a) The Contractor shall be liable for any damages incurred by the Commonwealth if the Contractor or any of its employees, subcontractors or consultants introduces a virus or malicious, mischievous or destructive programming into the Commonwealth's software or computer networks and has failed to comply with the

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Commonwealth software security standards. The Commonwealth must demonstrate that the Contractor or any of its employees, subcontractors or consultants introduced the virus or malicious, mischievous or destructive programming. The Contractor's liability shall cease if the Commonwealth has not fully complied with its own software security standards.

- (b) The Contractor shall be liable for any damages incurred by the Commonwealth including, but not limited to, the expenditure of Commonwealth funds to eliminate or remove a computer virus or malicious, mischievous or destructive programming that results from the Contractor's failure to take proactive measures to keep virus or malicious, mischievous or destructive programming from originating from the Contractor or any of its employees, subcontractors or consultants through appropriate firewalls and maintenance of anti-virus software and software security updates (such as operating systems security patches, etc.).
- (c) In the event of destruction or modification of Software, the Contractor shall eliminate the virus, malicious, mischievous or destructive programming, restore the Commonwealth's software, and be liable to the Commonwealth for any resulting damages.
- (d) The Contractor shall be responsible for reviewing Commonwealth software security standards and complying with those standards.
- (e) The Commonwealth may, at any time, audit, by a means deemed appropriate by the Commonwealth, any computing devices being used by representatives of the Contractor to provide Services to the Commonwealth for the sole purpose of determining whether those devices have anti-virus software with current virus signature files and the current minimum operating system patches or workarounds have been installed. Devices found to be out of compliance will immediately be disconnected and will not be permitted to connect or reconnect to the Commonwealth network until the proper installations have been made.
- (f) The Contractor may use the anti-virus software used by the Commonwealth to protect Contractor's computing devices used in the course of providing services to the Commonwealth. It is understood that the Contractor may not install the software on any computing device not being used to provide services to the Commonwealth, and that all copies of the software will be removed from all devices upon termination of this Contract.
- (g) The Commonwealth will not be responsible for any damages to the Contractor's computers, data, software, etc. caused as a result of the installation of the Commonwealth's anti-virus software or monitoring software on the Contractor's computers.

42. PATENT, COPYRIGHT, TRADEMARK AND TRADE SECRET PROTECTION.

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

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misappropriation of trade secret, then without diminishing the Contractor's obligation to satisfy any final award, the Contractor may, at its option and expense:

- (i) substitute functional equivalents for the alleged infringing products, materials, reports, studies, or computer programs; or
 - (ii) obtain the rights for the Commonwealth to continue the use of such products, materials, reports, studies, or computer programs.
- (e) If any of the products, materials, reports, studies, or computer programs provided by the Contractor are in such suit or proceeding held to constitute infringement and the use or publication thereof is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to publish or continue use of such infringing products, materials, reports, studies, or computer programs, replace them with non-infringing items, or modify them so that they are no longer infringing.
- (f) If the Contractor is unable to do any of the preceding, the Contractor agrees to pay the Commonwealth:
- (i) any amounts paid by the Commonwealth less a reasonable amount based on the acceptance and use of the deliverable;
 - (ii) any license fee less an amount for the period of usage of any software; and
 - (iii) the prorated portion of any service fees representing the time remaining in any period of service for which payment was made.
- (g) Notwithstanding the above, the Contractor shall have no obligation for:
- (i) modification of any product, service, or deliverable provided by the Commonwealth;
 - (ii) any material provided by the Commonwealth to the Contractor and incorporated into, or used to prepare, a product, service, or deliverable;
 - (iii) use of the product, service, or deliverable in other than its specified operating environment;
 - (iv) the combination, operation, or use of the product, service, or deliverable with other products, services, or deliverables not provided by the Contractor as a system or the combination, operation, or use of the product, service, or deliverable, with any products, data, or apparatus that the Contractor did not provide;
 - (v) infringement of a non-Contractor product alone;

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- (vi) the Commonwealth's distribution, marketing or use beyond the scope contemplated by the Contract; or
- (vii) the Commonwealth's failure to use corrections or enhancements made available to the Commonwealth by the Contractor at no charge.
- (h) The obligation to indemnify the Commonwealth, under the terms of this section, shall be the Contractor's sole and exclusive obligation for the infringement or misappropriation of intellectual property.

43. CONTRACT CONSTRUCTION.

The provisions of this Contract shall be construed in accordance with the provisions of all applicable laws and regulations of the Commonwealth. However, by executing this Contract, the Contractor agrees that it has and will continue to abide by the intellectual property laws and regulations of the United States of America.

44. USE OF CONTRACTOR AND THIRD PARTY PROPERTY.

- (a) Definitions.
 - (i) "Contractor Property" refers to Contractor-owned tangible and intangible property.
 - (ii) "Third Party" refers to a party that licenses its property to Contractor for use under this Contract.
 - (iii) "Third Party Property" refers to property licensed by the Contractor for use in its work under this Contract.
- (b) Contractor Property shall remain the sole and exclusive property of the Contractor. Third Party Property shall remain the sole and exclusive property of the Third Party. The Commonwealth acquires rights to the Contractor Property and Third Party Property as set forth in this Contract.
 - (i) Where the Contractor Property or Third Party Property is integrated into the Supplies or Services which are not Developed Works), or the Contractor Property is otherwise necessary for the Commonwealth to attain the full benefit of the Supplies or Services in accordance with the terms of the Contract, the Contractor hereby grants to the Commonwealth a non-exclusive, fully-paid up, worldwide license to use the Contractor Property as necessary to meet the requirements of the Contract, including the rights to reproduce, distribute, publicly perform, display and create derivative works of the Contractor Property. These rights are granted for a duration and to an extent necessary to meet the requirements under this Contract. If the Contractor requires a separate license agreement, such license terms

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shall include the aforementioned rights, be acceptable to the Commonwealth and will be separately negotiated and executed between the Commonwealth and the Contractor.

- (ii) If Third Party Property is integrated into the Supplies or Services which are not Developed Works, or the Third Party Property is otherwise necessary for the Commonwealth to attain the full benefit of the Supplies or Services in accordance with the terms of the Contract, the Contractor shall gain the written approval of the Commonwealth prior to the use of the Third Party Property or the integration of the Third Party Property into the Supplies or Services. Third Party Property approved by the Commonwealth is hereby licensed to the Commonwealth as necessary to meet the Contract requirements.
 - (iii) If the Third Party requires a separate license agreement, the license terms shall be acceptable to the Commonwealth and will be separately negotiated and executed between the Commonwealth and the Third Party.
 - (iv) If the use or integration of the Third Party Property is not approved in writing under this section, the Third Party Property shall be deemed to be licensed under [paragraph \(b\)\(i\)](#) above.
 - (v) If the Contract expires or is terminated for default pursuant to [subsection 28\(c\)](#) before the Contract requirements are complete, all rights are granted for a duration and for purposes necessary to facilitate Commonwealth's or a Commonwealth-approved vendor's completion of the Supplies, Services or Developed Works under this Contract. The Contractor, in the form used by Contractor in connection with the Supplies, Services, or Developed Works, shall deliver to Commonwealth the object code version of such Contractor Property, the Third Party Property and associated licenses immediately prior to such expiration or termination to allow the Commonwealth to complete such work.
 - (vi) Where third party users are reasonably anticipated by the Contract, all users are granted the right to access and use Contractor Property for the purposes of and within the scope indicated in the Contract.
- (c) The Commonwealth will limit its agents and contractors' use and disclosure of the Contractor Property as necessary to perform work on behalf of the Commonwealth.
 - (d) The parties agree that the Commonwealth, by acknowledging the Contractor Property, does not agree to any terms and conditions of the Contractor Property agreements that are inconsistent with or supplemental to this Contract.

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- (e) Reports. When a report is provided under this Contract, but was not developed specifically for the Commonwealth under this Contract, the ownership of the report will remain with the Contractor; provided, however, that the Commonwealth has the right to use, copy and distribute the report within the executive agencies of the Commonwealth.

45. USE OF COMMONWEALTH PROPERTY.

“Commonwealth Property” refers to Commonwealth-owned Software, Data and property (including intellectual property) and third party owned Software and property (including intellectual property) licensed to the Commonwealth.

- (a) Confidentiality of Commonwealth Property. All Commonwealth Property provided to the Contractor pursuant to this Contract or collected or generated by the Contractor on behalf of the Commonwealth pursuant to this Contract shall be considered confidential information under **Section 31, Confidentiality, Privacy, and Compliance.**
- (b) License grant and restrictions. During the term of this Contract, Commonwealth grants to Contractor and its subcontractors for the limited purpose of providing the Services covered under this Contract, a limited, nonexclusive, nontransferable, royalty-free right (subject to the terms of any third party agreement to which the Commonwealth is a party) to access, use, reproduce, and modify Commonwealth Property in accordance with the terms of the Contract. The Commonwealth’s license to Contractor is limited by the terms of this Contract.
- (i) The Contractor hereby assigns to the Commonwealth its rights, if any, in any derivative works resulting from Contractor’s modification of the Commonwealth Intellectual Property. Contractor agrees to execute any documents required to evidence this assignment and to waive any moral rights and rights of attribution provided for in Section 106A of Title 17 of the United States Code, the *Copyright Act of 1976*, as amended.
- (ii) Neither Contractor nor any of its subcontractors may decompile or reverse engineer, or attempt to decompile or reverse engineer, any of the Commonwealth Intellectual Property. Commonwealth hereby represents that it has the authority to provide the license grant and rights set forth in this section.
- (c) Reservation of rights. All rights not expressly granted here to Contractor are reserved by the Commonwealth.
- (d) Termination of Commonwealth license grant.

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- (i) *Rights Cease.* Upon the expiration or termination for any reason of Contractor's obligation to provide the Services under this Contract, all rights granted to Contractor under this section shall immediately cease.
- (ii) *Return Commonwealth Property.* Contractor shall, at no cost to Commonwealth, deliver to Commonwealth all of the Commonwealth Intellectual Property (including any related source code then in Contractor's possession or under its control) in the form in use as of the Effective Date of such expiration or termination (except that Commonwealth Data shall be turned over in a form acceptable to the Commonwealth).
- (iii) *List of utilized Commonwealth Property/Destruction.* Within **15 days** after termination, Contractor shall provide the Commonwealth with a current copy of the list of Commonwealth Intellectual Property in use as of the date of such expiration or termination. Concurrently therewith, Contractor shall destroy or erase all other copies of any of the Commonwealth Software then in Contractor's possession or under its control unless otherwise instructed by Commonwealth, in writing; provided, however, that Contractor may retain one archival copy of such Commonwealth Software, until final resolution of any actively asserted pending disputes between the Parties, such retention being for the sole purpose of resolving such disputes.
- (e) Effect of license grant termination. Consistent with the provisions of this section, Contractor shall refrain from manufacturing, copying, marketing, distributing or using any Commonwealth Software or any other work which incorporates the Commonwealth Software.
- (f) Commonwealth Property Protection.
 - (i) Contractor acknowledges Commonwealth's exclusive right, title and interest, including without limitation copyright and trademark rights, in and to Commonwealth Data, Commonwealth Software and the Developed Works developed under the provisions of this Contract, and Contractor shall not, directly or indirectly, do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of said right, title, and interest, and shall not use or disclose the Commonwealth Data, Commonwealth Software or the Developed Works without Commonwealth's written consent, which consent may be withheld by the Commonwealth for any reason.
 - (ii) Contractor shall not, in any manner, represent that Contractor has any ownership interest in the Commonwealth Data, Commonwealth Software or the Developed Works.

46. OWNERSHIP OF DEVELOPED WORKS.

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Unless otherwise specified in the Contract's Statement of Work, ownership of all Developed Works shall be in accordance with the provisions set forth in this section.

(a) Rules for usage for Developed Works.

- (i) *Property of Contractor.* If Developed Works modify, improve, contain, or enhance application software programs or other materials generally licensed by the Contractor, then such Developed Works shall be the property of the Contractor, and Contractor hereby grants Commonwealth an irrevocable, nonexclusive, worldwide, fully paid-up license (to include source code and relevant documentation) in perpetuity to use, modify, execute, reproduce, display, perform, prepare derivative works from and distribute, within the Commonwealth, such Developed Works.
- (1) For purposes of distribution under the license grant created by this section, Commonwealth includes any government agency, department, instrumentality, division, unit or other office that is part of the Commonwealth of Pennsylvania, together with the State System of Higher Education (including any of its universities), any county, borough, commonwealth, city, municipality, town, township special purpose district, or other similar type of governmental instrumentality located within the geographical boundaries of the Commonwealth of Pennsylvania.
- (2) If federal funds are used in creation of the Developed Works, the Commonwealth also includes any other state government as well as the federal government.
- (ii) *Property of Commonwealth/licensor.* If the Developed Works modify, improve or enhance application software or other materials not licensed to the Commonwealth by the Contractor, then such modifications, improvements and enhancements shall be the property of the Commonwealth or its licensor.

(b) Copyright Ownership.

- (i) *Works made for hire; general.* Except as indicated in [paragraph \(a\)\(i\)](#), above, Developed Works developed as part of the scope of work for the Project, including Developed Works developed by subcontractors, are the sole and exclusive property of the Commonwealth and shall be considered "works made for hire" under the *Copyright Act of 1976*, as amended, 17 United States Code.
- (ii) *Assignment.* In the event that the Developed Works do not fall within the specifically enumerated works that constitute works made for hire under the United States copyright laws, Contractor agrees to assign and, upon their

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authorship or creation, expressly and automatically assigns, all copyright interests, proprietary rights, trade secrets, and other right, title, and interest in and to such Developed Works to Commonwealth. Contractor further agrees that it will have its subcontractors assign, and upon their authorship or creation, expressly and automatically assigns all copyright interest, proprietary rights, trade secrets, and other right, title, and interest in and to the Developed Works to the Commonwealth.

- (iii) *Rights to Commonwealth.* Commonwealth shall have all rights accorded an owner of copyright under the United States copyright laws including, but not limited to, the exclusive right to reproduce the Developed Works in multiple copies, the right to distribute copies by sales or other transfers, the right to register all copyrights in its own name as author in the United States and in foreign countries, the right to prepare derivative works based upon the Developed Works and the right to display the Developed Works.
 - (iv) *Subcontracts.* The Contractor further agrees that it will include the requirements of this section in any subcontractor or other agreement with third parties who in any way participate in the creation or development of Developed Works.
 - (v) *Completion or termination of Contract.* Upon completion or termination of this Contract, Developed Works, or completed portions thereof, shall immediately be delivered by Contractor to the Commonwealth.
 - (vi) *Warranty of noninfringement.* Contractor represents and warrants that the Developed Works are original and do not infringe any copyright, patent, trademark, or other intellectual property right of any third party and are in conformance with the intellectual property laws and regulations of the United States.
- (c) Patent ownership. Contractor and its subcontractors shall retain ownership to patentable items, patents, processes, inventions or discoveries (collectively, the Patentable Items) made by the Contractor during the performance of this Contract. Notwithstanding the foregoing, the Commonwealth shall be granted a nonexclusive, nontransferable, royalty free license to use or practice the Patentable Items. Commonwealth may disclose to third parties any such Patentable Items made by Contractor or any of its subcontractors under the scope of work for the Project that have been previously publicly disclosed. Commonwealth understands and agrees that any third party disclosure will not confer any license to such Patentable Items.
- (d) Federal government interests. Certain funding under this Contract may be provided by the federal government. Accordingly, the rights to Developed Works or Patentable Items of Contractors or subcontractors hereunder will be further subject

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to government rights as set forth in 37 C.F.R. [Part 401](#), as amended, and other applicable law or regulations.

- (e) Usage rights. Except as otherwise covered by this section either Party, in the ordinary course of conducting business, may use any ideas, concepts, know-how, methodologies, processes, components, technologies, algorithms, designs, modules or techniques relating to the Services.
- (f) Contractor's copyright notice obligations. Contractor will affix the following Copyright Notice to the Developed Works developed under this section and all accompanying documentation: "*Copyright © [year] by the Commonwealth of Pennsylvania. All Rights Reserved.*" This notice shall appear on all versions of the Developed Works delivered under this Contract and any associated documentation. It shall also be programmed into any and all Developed Works delivered hereunder so that it appears at the beginning of all visual displays of such Developed Works.

47. SOURCE CODE AND ESCROW ITEMS OBLIGATIONS.

- (a) Source code. Simultaneously with delivery of the Developed Works to Commonwealth, Contractor shall deliver a true, accurate and complete copy of all source codes relating to the Developed Works.
- (b) Escrow. To the extent that Developed Works and/or any perpetually-licensed software include application software or other materials generally licensed by the Contractor, Contractor agrees to place in escrow with an escrow agent copies of the most current version of the source code for the applicable software that is included as a part of the Services, including all updates, improvements, and enhancements thereof from time to time developed by Contractor.
- (c) Escrow agreement. An escrow agreement must be executed by the parties, with terms acceptable to the Commonwealth, prior to deposit of any source code into escrow.
- (d) Obtaining source code. Contractor agrees that upon the occurrence of any event or circumstance which demonstrates with reasonable certainty the inability or unwillingness of Contractor to fulfill its obligations to Commonwealth under this Contract, Commonwealth shall be able to obtain the source code of the then-current source codes related to Developed Works and/or any Contractor Property placed in escrow under [subsection \(b\)](#), above, from the escrow agent.

48. CONTRACTOR HOSTED SECURITY, LOCATION, STATUS AND DISPOSITION OF DATA.

Unless the Solicitation specifies otherwise:

- (i) All Data must be stored within the United States;

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- (ii) The Contractor shall be responsible for maintaining the privacy, security and integrity of Data in the Contractor's or its subcontractors' possession;
- (iii) All Data shall be provided to the Commonwealth upon request, in a form acceptable to the Commonwealth and at no cost;
- (iv) Any Data shall be destroyed by the Contractor at the Commonwealth's request;
- (v) Any Data shall be held for litigation or public records purposes by the Contractor at the Commonwealth's request, and in accordance with the security, privacy and accessibility requirements of this Contract; and
- (vi) The Contractor shall comply with the Requirements for Non-Commonwealth Hosted Applications/Services identified in Exhibit B.

49. PUBLICATION RIGHTS AND/OR COPYRIGHTS.

- (a) Except as otherwise provided in [Section 46, Ownership of Developed Works](#), the Contractor shall not publish any of the results of the work without the written permission of the Commonwealth. The publication shall include the following statement: "The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of the Commonwealth of Pennsylvania." The Contractor shall not include in the documentation any copyrighted matter, unless the Contractor provides the Commonwealth with written permission of the copyright owner.
- (b) Except as otherwise provided in the Contract, the Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report or data designed or developed and delivered to the Commonwealth as part of the performance of the Contract.

50. CHANGE OF OWNERSHIP OR INSOLVENCY.

In the event that the Contractor should change ownership for any reason whatsoever, the Commonwealth shall have the exclusive option of continuing under the terms and conditions of this Contract with the Contractor or its successors or assigns for the full remaining term of this Contract, or continuing under the terms and conditions of this Contract with the Contractor or its successors or assigns for such period of time as is necessary to replace the products, materials, reports, studies, or computer programs, or immediately terminating this Contract. Nothing in this section limits the Commonwealth's exercise of any rights that the Commonwealth may have under [Section 28, Termination](#).

51. OFFICIALS NOT TO BENEFIT.

No official or employee of the Commonwealth and no member of its General Assembly who exercises any functions or responsibilities under this Contract shall participate in any

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decision relating to this Contract which affects their personal interest or the interest of any corporation, partnership, or association in which they are, directly or indirectly, interested; nor shall any such official or employee of the Commonwealth or member of its General Assembly have any interest, direct or indirect, in this Contract or the proceeds thereof.

52. COMPLIANCE WITH LAWS.

- (a) The Contractor shall comply with all federal, state and local laws, regulations and policies applicable to its Services or Supplies, including, but not limited to, all statutes, regulations and rules that are in effect as of the Effective Date of the Contract and shall procure at its expense all licenses and all permits necessary for the fulfillment of its obligation.
- (b) If any existing law, regulation or policy is changed or if any new law, regulation or policy is enacted that affects the Services or Supplies provided under this Contract, the Parties shall modify this Contract, via **Section 27, Changes**, to the extent reasonably necessary to:
 - (i) Ensure that such Services or Supplies will be in full compliance with such laws, regulations and policies; and
 - (ii) Modify the rates applicable to such Services or Supplies, unless otherwise indicated in the Solicitation.

53. *THE AMERICANS WITH DISABILITIES ACT.*

During the term of this Contract, the Contractor agrees as follows:

- (a) Pursuant to federal regulations promulgated under the authority of *The Americans With Disabilities Act*, 28 C.F.R. § 35.101, *et seq.*, the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under this Contract. As a condition of accepting and executing this Contract, the Contractor agrees to comply with the *General Prohibitions Against Discrimination*, 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of *The Americans With Disabilities Act* which are applicable to the 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 losses, damages, expenses claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of [subsection \(a\)](#).

54. EXAMINATION OF RECORDS.

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- (a) The Contractor agrees to maintain, using its standard procedures, and in accordance with Generally Accepted Accounting Principles, books, records, documents, and other evidence pertaining to the charges under this Contract to the extent and in such detail as will properly reflect all charges for which reimbursement is claimed under the provisions of this Contract.
- (b) The Contractor agrees to make available at the office of the Contractor at all reasonable times, and upon reasonable written notice, during the term of this Contract and the period set forth in [subsection \(c\)](#) below, any of the records for inspection, audit, or reproduction by any authorized Commonwealth representative. To the extent allowed by applicable laws or regulations, the Commonwealth agrees to maintain any documents so provided in accordance with the confidentiality provisions in [Section 31, Confidentiality, Privacy and Compliance](#).
- (c) The Contractor shall preserve and make available its records for a period of **three (3) years** from the date of final payment under this Contract.
 - (i) If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of **three (3) years** from the date of any resulting final settlement.
 - (ii) Non-privileged records which relate to litigation or the settlement of claims arising out of the performance of this Contract, or charges under this Contract as to which exception has been taken by the auditors, shall be retained by the Contractor until such litigation, claims, or exceptions have been finally resolved.
- (d) Except for documentary evidence retained pursuant to [paragraph \(c\)\(ii\)](#) above, the Contractor may in fulfillment of its obligation to retain its records as required by this section substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of **two (2) years** following the last day of the month of reimbursement to the Contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the Commonwealth with the concurrence of its auditors.
- (e) The provisions of this section shall be applicable to and included in each subcontract hereunder.

55. SINGLE AUDIT ACT OF 1984.

In compliance with the *Single Audit Act of 1984*, as amended, the Contractor agrees to the following:

- (a) This Contract is subject to audit by federal and state agencies or their authorized representative in accordance with the auditing standards promulgated by the

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Comptroller General of the United States and specified in the most current version of *Government Auditing Standards* (Yellow Book).

- (b) The audit requirement of this Contract will be satisfied if a single audit is performed under the provisions of the *Single Audit Act of 1984*, as amended, 31 U.S.C. § 7501, *et seq.*, and all rules and regulations promulgated pursuant to the Act.
- (c) The Commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial/compliance, economy/efficiency, or program results nature, if deemed necessary.
- (d) The Contractor further agrees to comply with requirements that may be issued by the state agency upon receipt of additional guidance received from the federal government regarding the *Single Audit Act of 1984*, as amended.

56. AGENCY-SPECIFIC SENSITIVE AND CONFIDENTIAL COMMONWEALTH DATA (IF APPLICABLE).

- (a) Contractor understands that its level of access may allow or require it to view or access highly sensitive and confidential Commonwealth and third party data. This data is subject to various state and federal laws, regulations and policies that vary from agency to agency, and from program to program within an agency. If applicable, prior to deployment of the Supplies or Services, the Contractor must receive and sign off on particular instructions and limitations as dictated by that Commonwealth agency, including but not limited to, as necessary, HIPAA Business Associate Agreements. This sign-off document, a sample of which is attached as **Exhibit C, Sample Sign-off Document**, will include a description of the nature of the data which may be implicated based on the nature of the Contractor's access, and will incorporate the Business Associate Agreement if it is applicable.
- (b) The Contractor hereby certifies and warrants that, after being informed by the Commonwealth agency of the nature of the data which may be implicated and prior to the deployment of the Supplies or Services, the Contractor is and shall remain compliant with all applicable state and federal laws, regulations and policies regarding the data's protection, and with the requirements memorialized in every completed and signed sign-off document. Every sign-off document completed by a Commonwealth agency and signed by at least one signatory authorized to bind the Contractor is valid and is hereby integrated and incorporated by reference into this Contract.
- (c) This section does not require a Commonwealth agency to exhaustively list the laws, regulations or policies to which implicated data is subject; the Commonwealth agency is obligated only to list the nature of the data implicated by the Contractor's access, to refer the Contractor to its privacy and security policies, and to specify

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requirements that are not otherwise inherent in compliance with applicable laws, regulations and policies.

- (d) The requirements of this section are in addition to and not in lieu of other requirements of this Contract, its Exhibits, Appendices and Attachments, having to do with data privacy and security, including but not limited to the requirement that the Contractor comply with all applicable Commonwealth ITPs, which can be found at <https://www.oa.pa.gov/Policies/Pages/itp.aspx>.
- (e) Contractor shall conduct additional background checks, in addition to those required in **Section 29, Background Checks**, as may be required by a Commonwealth agency in its sign-off documents. The Contractor shall educate and hold its agents, employees, contractors and subcontractors to standards at least as stringent as those contained in this Contract. The Contractor shall provide information regarding its agents, employees, contractors and subcontractors to the Commonwealth upon request.

57. FEDERAL REQUIREMENTS.

If applicable, the Contractor must receive and sign off on particular federal requirements that a Commonwealth agency may be required to include when utilizing federal funds to procure the Supplies and Services. This sign-off document, in addition to any applicable requirements of **Section 56, Agency-Specific Sensitive and Confidential Commonwealth Data**, will include a description of the required federal provisions, along with the applicable forms necessary for the Contractor and/or Software Licensor to execute, as necessary. Every sign-off document completed by a Commonwealth agency and signed by at least one signatory authorized to bind the Contractor is valid and is hereby integrated and incorporated by reference into this Contract. A sample sign-off document is attached to these Terms as **Exhibit C, Sample Sign-off Document**.

58. ADDITIONAL FEDERAL PROVISIONS.

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

59. ENVIRONMENTAL PROTECTION.

In carrying out this Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including the *Clean Streams Law*, Act of June 22, 1937 (P.L. 1987, No. 394), as amended, 35 P.S. §§ 691.1—691.801; the *Solid Waste Management Act*, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. §§ 6018.101—68.1003; and the *Dam Safety and Encroachment Act*, Act of November 26, 1978 (P.L. 1375, No. 325), as amended, 32 P.S. §§ 693.1—693.27.

60. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE.

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The Contractor agrees:

- (a) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act (PHRA)* and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- (b) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *PHRA* and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
- (c) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *PHRA* and applicable federal laws, in the provision of services under the contract.
- (d) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act, Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- (e) The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
- (f) The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of *PHRA* and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

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- (g) The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers’ subject to *Title VII* of the *Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- (h) The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- (i) The Contractor’s and each subcontractor’s obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- (j) The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

61. CONTRACTOR INTEGRITY PROVISIONS.

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

- (a) Definitions. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this section:
 - (i) “*Affiliate*” means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the

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voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

- (ii) “*Consent*” means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
 - (iii) “*Contractor*” means the individual or entity, that has entered into this contract with the Commonwealth.
 - (iv) “*Contractor Related Parties*” means any affiliates of the Contractor and the Contractor’s executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
 - (v) “*Financial Interest*” means either:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - (vi) “*Gratuity*” means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor’s Code of Conduct, Executive Order 1980-18*, the 4 Pa. Code § [7.153\(b\)](#), shall apply.
 - (vii) “*Non-bid Basis*” means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- (b) In furtherance of this policy, Contractor agrees to the following:
- (i) Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
 - (ii) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor

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employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

- (iii) Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- (iv) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- (v) Contractor certifies to the best of its knowledge and belief that within the last **five (5) years** Contractor or Contractor Related Parties have not:
 - (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - (3) had any business license or professional license suspended or revoked;
 - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification

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

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

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

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

62. ASSIGNMENT OF RIGHTS UNDER THE ANTITRUST LAWS.

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

63. WARRANTIES.

Except as otherwise set forth in the Contract, the Contractor warrants that the Services, Supplies and Developed Works will conform in all material respects to the functional specifications for the Services, Supplies and Developed Works and/or the requirements of the Contract. The warranty period for the Services, Supplies and Developed Works shall be **90 days** from final acceptance. If third-party Services, Supplies or Developed Works are subject to a warranty that exceeds **90 days** from final acceptance, the longer warranty

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period shall apply. The Contractor shall correct any non-conformity within the warranty period specified herein.

- (a) Disruption. The Contractor hereby represents and warrants to the Commonwealth that the Contractor will not cause, or take any action that, directly or indirectly, may cause a disruption of the Commonwealth's operations.
- (b) Nonconformity. In the event of any nonconformity with the foregoing warranties, the Commonwealth will provide written notification of such nonconformity to the Contractor and the Contractor, at no cost to the Commonwealth, shall within **10 days**' notice of the nonconformity, commence work to remedy the nonconformity and shall work diligently, at no charge to the Commonwealth, until such time as the deliverable conforms, in all material respects, to the Service requirements and/or the functional specifications of the Developed Works set forth in this Contract. The Contractor shall have no obligation with respect to nonconformities arising out of:
 - (i) Modifications to Developed Works made by the Commonwealth;
 - (ii) Use of the Developed Works not in accordance with the documentation or specifications applicable thereto;
 - (iii) Failure by the Commonwealth to implement any corrections or enhancements made available by the Contractor;
 - (iv) Combination of the Developed Works with any items not supplied or approved by the Contractor; or
 - (v) Failure of any software licensed under a separate license agreement to conform to its specifications or documentation.
- (c) Industry standards. The Contractor hereby represents and warrants to the Commonwealth that the Services shall be performed in accordance with industry standards using the utmost care and skill.
- (d) Right to perform. The Contractor hereby represents and warrants to the Commonwealth that the Contractor has the necessary legal rights, including licenses to third party products, tools or materials, to perform the Services and deliver the Developed Works under this Contract.
- (e) Sole warranties. THE FOREGOING EXPRESS WARRANTIES ARE THE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES AND NO OTHER WARRANTIES, EXPRESS OR IMPLIED, SHALL APPLY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

64. LIQUIDATED DAMAGES.

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- (a) By accepting this Contract, the Contractor agrees to the delivery and acceptance requirements of this Contract. If a due date is not met, the delay will interfere with the Commonwealth's program. In the event of any such delay, it would be impractical and extremely difficult to establish the actual damage for which the Contractor is the material cause. The Commonwealth and the Contractor therefore agree that in the event of any such delay, the amount of damage shall be the amount set forth in this section, unless otherwise indicated in the Contract, and agree that the Contractor shall pay such amount as liquidated damages, not as a penalty. Such liquidated damages are in lieu of all other damages arising from such delay.
- (b) The amount of liquidated damages shall be as set out in the Solicitation. If not amount is set out in the Solicitation, the amount of liquidated damages for failure to meet a due date shall be three-tenths of a percent (.3%) of the price of the deliverable for each calendar day following the scheduled completion date. If the price of the deliverable associated with the missed due date is not identified, liquidated damages shall apply to the total value of the Contract. Liquidated damages shall be assessed each calendar day until the date on which the Contractor meets the requirements for the deliverable associated with the due date, up to a maximum of **30 days**. If indicated in the Contract, the Contractor may recoup all or some of the amount of liquidated damages assessed if the Contractor meets the final project completion date set out in the Contract.
- (c) If, at the end of the **30-day** period specified in [subsection \(b\)](#) above, the Contractor still has not met the requirements for the deliverable associated with the due date, then the Commonwealth, at no additional expense and at its option, may either:
- (i) Immediately terminate the Contract in accordance with [Subsection 28\(c\)](#) and with no opportunity to cure; or
 - (ii) Order the Contractor to continue with no decrease in effort until the work is completed in accordance with the Contract and accepted by the Commonwealth or until the Commonwealth terminates the Contract. If the Contract is continued, any liquidated damages will also continue until the work is completed.
- (d) At the end of a calendar month, or at such other time(s) as identified in the Contract, liquidated damages shall be paid by the Contractor and collected by the Commonwealth by:
- (i) Deducting the amount from the invoices submitted under this Contract or any other contract Contractor has with the Commonwealth;
 - (ii) Collecting the amount through the performance security, if any; or
 - (iii) Billing the Contractor as a separate item.

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65. SERVICE LEVELS.

- (a) The Contractor shall comply with the procedures and requirements of the Service Level Agreements, if any, which are made part of this Contract.
- (b) Where there are expressly defined Service Levels, Contractor shall measure and report its performance against these standards on at least a monthly basis, except as may otherwise be agreed between the parties. Regardless of the presence or absence of expressly defined Service Levels, any failure to adequately or timely perform a Service may result in consequences under this Contract, up to and including Contract termination.
- (c) The Commonwealth's acceptance of any financial credit incurred by the Contractor in favor of the Commonwealth for a Service Level default ("Service Level Credit") shall not bar or impair Commonwealth's rights and remedies in respect of the failure or root cause as set forth elsewhere in this Contract, including without limitation other claims for liquidated damages, injunctive relief and termination rights; provided however, Service Level Credits paid would be credited against any such claims for damages.

66. FORCE MAJEURE.

- (a) Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.
- (b) The Contractor shall notify the Commonwealth orally within **five (5) days** and in writing within **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, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

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- (c) 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.

67. PUBLICITY/ADVERTISEMENT.

The Contractor shall not issue news releases, internet postings, advertisements, endorsements, or any other public communication without prior written approval of the Commonwealth, and then only in coordination with the Commonwealth. This includes the use of any trademark or logo.

68. TERMINATION ASSISTANCE.

- (a) Upon the Commonwealth's request, Contractor shall provide termination assistance services (Termination Assistance Services) directly to the Commonwealth, or to any vendor designated by the Commonwealth. The Commonwealth may request termination assistance from the Contractor upon full or partial termination of the Contract and/or upon the expiration of the Contract term, including any renewal periods. Contractor shall take all necessary and appropriate actions to accomplish a complete, timely and seamless transition of any Services from Contractor to the Commonwealth, or to any vendor designated by the Commonwealth, without material interruption of or material adverse impact on the Services. Contractor shall cooperate with the Commonwealth and any new contractor and otherwise promptly take all steps required or reasonably requested to assist the Commonwealth in effecting a complete and timely transition of any Services.
- (b) Such Termination Assistance Services shall first be rendered using resources included within the fees for the Services, provided that the use of such resources shall not adversely impact the level of service provided to the Commonwealth; then by resources already included within the fees for the Services, to the extent that the Commonwealth permits the level of service to be relaxed; and finally, using additional resources at costs determined by the Parties via [Section 27, Changes](#).

69. NOTICE.

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

70. [RIGHT-TO-KNOW LAW](#).

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- (a) The Pennsylvania *Right-to-Know Law*, 65 P.S. §§ 67.101—3104, *as amended*, (“RTKL”) applies to this Contract. For the purpose of this section, the term “the Commonwealth” shall refer to the contracting Commonwealth organization.
- (b) If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL that is related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- (c) Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
 - (i) Provide the Commonwealth, within **10 days** after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 - (ii) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- (d) If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within **seven (7) 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.

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- (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.

71. GOVERNING LAW.

This Contract shall be interpreted in accordance with and governed by the laws of the Commonwealth of Pennsylvania, without giving effect to its conflicts of law provisions. Except as set forth in [Section 30, Contract Controversies](#), Commonwealth and Contractor agree that the courts of the Commonwealth of Pennsylvania and the federal courts of the Middle District of Pennsylvania shall have exclusive jurisdiction over disputes under this Contract and the resolution thereof. Any legal action relating to this Contract must be brought in Dauphin County, Pennsylvania, and the parties agree that jurisdiction and venue in such courts is appropriate.

72. CONTROLLING TERMS AND CONDITIONS.

The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the Commonwealth. Other terms and conditions or additional terms and conditions included or referenced in the Contractor's website, quotations, invoices, business forms, click-through agreements, 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.

73. SMALL DIVERSE BUSINESS/SMALL BUSINESS COMMITMENT.

The Contractor shall meet and maintain the commitments to small diverse businesses in the Small Diverse Business and Small Business ("SDB/SB") portion of its Proposal. Any proposed change to a SDB/SB commitment must be submitted to the DGS Bureau of

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Diversity, Inclusion and Small Business Opportunities (“BDISBO”), which will make a recommendation as to a course of action to the Commonwealth Contracting Officer. Contractor shall complete the Prime Contractor’s Quarterly Utilization Report and submit it to the Commonwealth Contracting Officer and BDISBO within **10 business days** at the end of each calendar quarter that the Contract is in effect.

74. POST-CONSUMER RECYCLED CONTENT; RECYCLED CONTENT ENFORCEMENT.

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>.

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.

75. SURVIVAL.

Sections 11, 30, 31, 33, 37, 38, 39, 41, 42, 45, 46, 47, 48, 49, 52, 54, 55, 56, 63, 67, 69, 70, 71 and 75 and any right or obligation of the parties in this Contract which, by its express terms or nature and context is intended to survive termination or expiration of this Contract, will survive any such termination or expiration shall survive the expiration or termination of the Contract.

EXHIBIT A

COMMONWEALTH OF PENNSYLVANIA BUSINESS ASSOCIATE AGREEMENT

Health Insurance Portability and Accountability Act (HIPAA) Compliance

WHEREAS, the [name of program and/or Department] (Covered Entity) and the Contractor (Business Associate), intend to protect the privacy and security of certain Protected Health Information (PHI) to which Business Associate may have access in order to provide goods or services to or on behalf of Covered Entity, in accordance with the *Health Insurance Portability and Accountability Act of 1996*, as amended, Pub. L. No. 104-191 (HIPAA), the *Health Information Technology for Economic and Clinical Health (HITECH) Act*, as amended, Title XIII of Division A and Title IV of Division B of the *American Recovery and Reinvestment Act of 2009* (ARRA), as amended, Pub. L. No. 111-5 (Feb. 17, 2009) and related regulations, the HIPAA Privacy Rule (Privacy Rule), 45 C.F.R. Parts 160 and 164, as amended, the HIPAA Security Rule (Security Rule), 45 C.F.R. Parts 160, 162 and 164, as amended, 42 C.F.R. §§ 431.301—431.302, 42 C.F.R. Part 2, 45 C.F.R. § 205.50, 42 U.S.C. § 602(a)(1)(A)(iv), 42 U.S.C. § 1396a(a)(7), 35 P.S. § 7607, 50 Pa. C.S. § 7111, 71 P.S. § 1690.108(c), 62 P.S. § 404, 55 Pa. Code Chapter 105, 55 Pa. Code Chapter 5100, the Pennsylvania *Breach of Personal Information Notification Act*, Act of December 22, 2005, P.L. 474, No. 94, as amended, 73 P.S. §§ 2301—2329, and other relevant laws, including subsequently adopted provisions applicable to use and disclosure of confidential information, and applicable agency guidance; and

WHEREAS, Business Associate may receive PHI from Covered Entity, or may create or obtain PHI from other parties for use on behalf of Covered Entity, which PHI may be handled, used or disclosed only in accordance with this Business Associate Agreement (BAA), the Underlying Agreement and the standards established by HIPAA, the HITECH Act and related regulations, and other applicable laws and agency guidance.

NOW, THEREFORE, Covered Entity and Business Associate agree as follows:

1. Definitions.

- (a) “**Business Associate**” shall have the meaning given to such term under HIPAA, the HITECH Act and related regulations, the Privacy Rule, the Security Rule and agency guidance.
- (b) “**Business Associate Agreement**” or “**BAA**” shall mean this Agreement.
- (c) “**Covered Entity**” shall have the meaning given to such term under HIPAA, the HITECH Act and related regulations, the Privacy Rule, the Security Rule and agency guidance.
- (d) “**HIPAA**” shall mean the Health Insurance Portability and Accountability Act of 1996, as amended, Pub. L. No. 104-191.

- (e) “**HITECH Act**” shall mean the Health Information Technology for Economic and Clinical Health (HITECH) Act, as amended, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009).
- (f) “**Privacy Rule**” shall mean the standards for privacy of individually identifiable health information in 45 C.F.R. Parts 160 and 164, as amended, and related agency guidance.
- (g) “**Protected Health Information**” or “**PHI**” shall have the meaning given to such term under HIPAA, the HITECH Act and related regulations, the Privacy Rule, the Security Rule (all as amended) and agency guidance.
- (h) “**Security Rule**” shall mean the security standards in 45 C.F.R. Parts 160, 162 and 164, as amended, and related agency guidance.
- (i) “**Underlying Agreement**” shall mean Contract/Purchase Order # _____.
- (j) “**Unsecured PHI**” shall mean PHI that is not secured through the use of a technology or methodology as specified in HITECH Act regulations, as amended, and agency guidance or as otherwise defined in the HITECH Act, as amended.

2. **Changes in Law.**

Business Associate agrees that it will comply with any changes in the HIPAA Rules by the compliance date established by any such changes and will provide the Covered Entity with written certification of such compliance.

3. **Stated Purposes for Which Business Associate May Use or Disclose PHI.**

Except as otherwise limited in this BAA, Business Associate shall be permitted to use or disclose PHI provided by or obtained by or obtained on behalf of Covered Entity to perform those functions, activities, or services for, or on behalf of, Covered Entity which are specified in [Appendix A](#) to this BAA, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity. Business Associate agrees to make uses, disclosures and requests for PHI consistent with Covered Entity’s minimum policies and procedures.

4. **Additional Purposes for Which Business Associate May Use or Disclose Information.**

Business Associate shall not use or disclose PHI provided by, or created or obtained on behalf of, Covered Entity for any other purposes except as required by law. Business Associate shall not use PHI to de-identify the information in accordance with 45 CFR § [164.514](#) (a)—(c) without the Covered Entity’s express written authorization(s). Business

Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

5. Business Associate Obligations.

- (a) **Limits on Use and Further Disclosure Established by Business Associate Agreement and Law.** Business Associate hereby agrees that the PHI provided by, or created or obtained on behalf of, Covered Entity shall not be further used or disclosed other than as permitted or required by BAA or as required by law.
- (b) **Appropriate Safeguards.** Business Associate shall establish and maintain appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this BAA that reasonably and appropriately protects the confidentiality, integrity, and availability of the PHI that is created, received, maintained, or transmitted on behalf of the Covered Entity as required by [Subpart C](#) of 45 CFR Part 164. Appropriate safeguards shall include but are not limited to implementing:
- (i) administrative safeguards required by 45 CFR § [164.308](#);
 - (ii) physical safeguards as required by 45 CFR § [164.310](#);
 - (iii) technical safeguards as required by 45 CFR § [164.312](#); and
 - (iv) policies and procedures and document requirements as required by 45 CFR § [164.316](#).
- (c) **Training and Guidance.** Business Associate shall provide annual training to relevant contractors, Subcontractors, employees, agents and representatives on how to prevent the improper use or disclosure of PHI. Business Associate shall also comply with annual guidance on the most effective and appropriate technical safeguards issued by the Secretary of Health and Human Services.
- (d) **Reports of Improper Use or Disclosure or Breach.** Business Associate hereby agrees that it shall notify the Covered Entity's Project Officer and the Covered Entity's Legal Office within **two (2) days** of discovery of any use or disclosure of PHI not provided for or allowed by this BAA, including breaches of unsecured PHI as required by 45 CFR § [164.410](#). Such notification shall be written and shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during the improper use or disclosure or Breach. Business Associate shall furnish Covered Entity with any other available information that Covered Entity is required to include in its notification to individuals under 45 CFR § [164.404\(c\)](#) at the time of Business Associate's notification to Covered Entity or promptly thereafter as such information becomes available. An improper use or disclosure or Breach shall be treated as discovered by the Business Associate on the **first day**

on which it is known to the Business Associate (including any person, other than the individual committing the breach, that is an employee, officer, or other agent of the Business Associate) or should reasonably have been known to the Business Associate to have occurred.

- (e) Business Associate agrees that if any of its employees, agents, contractors, subcontractors or representatives use or disclose PHI received from, or created or received on behalf of, Covered Entity, or any derivative de-identified information, Business Associate shall ensure that such employees, agents, contractors, subcontractors and representatives shall receive training on Business Associate's procedure for compliance with the HIPAA Rules. Business Associate Agrees that if any of its employees, agents, contractors, subcontractors or representatives use or disclose PHI received from, or created or received on behalf of, Covered Entity, or any derivative de-identified information in a manner not provided for in this BAA, Business Associate shall ensure that such employees, agents, contractors, subcontractors and representatives are sanctioned or prevented from accessing any PHI Business Associate receives from, or creates or receives on behalf of Covered Entity. Use or disclosure of PHI in a manner contrary to the terms of this BAA shall constitute a material breach of the Underlying Agreement.
- (f) **Contractors, Subcontractors, Agents and Representatives.** In accordance with 45 CFR § 164.502(e)(1)(ii) and 45 CFR § 164.308(b)(2), if applicable, ensure that any contractors, subcontractors, agents and representatives that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information. The existence of any contractors, subcontractors, agents and representatives shall not change the obligations of Business Associate to the Covered Entity under this BAA.
- (g) **Reports of Security Incidents.** Business Associate hereby agrees that it shall notify, in writing, the Department's Project Officer within **two (2) days** of discovery of any Security Incident at the time of Business Associate's notification to Covered Entity or promptly thereafter as such information becomes available.
- (h) **Right of Access to PHI.** Business Associate hereby agrees to allow an individual who is the subject of PHI maintained in a designated record set, to have access to and copy that individual's PHI within **10 business days** of receiving a written request from the Covered Entity or an authorized individual in accordance with the HIPAA Rules. Business Associate shall provide PHI in the format requested, unless it cannot readily be produced in such format, in which case it shall be provided in standard hard copy. If any individual requests from Business Associate or its contractors, subcontractors, agents or representatives, access to PHI, Business Associate shall notify Covered Entity of same within **five (5) business days**. Business Associate shall further conform with and meet all of the requirements of 45 CFR § 164.524.

- (i) **Amendment and Incorporation of Amendments.** Within **five (5) business days** of receiving a request from Covered Entity or from the individual for an amendment of PHI maintained in a designated record set, Business Associate shall make the PHI available to the Covered Entity and incorporate the amendment to enable Covered Entity to comply with 45 CFR § [164.526](#). If any individual requests an amendment from Business Associate or its contractors, subcontractors, agents or representatives, Business Associate shall notify Covered Entity of same within **five (5) business days**.
- (j) **Provide Accounting of Disclosures.** Business Associate agrees to maintain a record of all disclosures of PHI in accordance with 45 CFR § [164.528](#). Such records shall include, for each disclosure, the date of the disclosure, the name and address of the recipient of the PHI, a description of the PHI disclosed, the name of the individual who is the subject of the PHI disclosed, the purpose of the disclosure, and shall include disclosures made on or after the date which is **six (6) years** prior to the request. Business Associate shall make such record available to the individual or the Covered Entity within **10 business days** of a request for an accounting of disclosures and in accordance with 45 CFR § [164.528](#).
- (k) **Access to Books and Records.** Business Associate hereby agrees to make its internal practices, books, and records relating to the use or disclosure of PHI received from, created or received by Business Associate on behalf of the Covered Entity, available to the Covered Entity and the Secretary of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules.
- (l) **Return or Destruction of PHI.** At termination of this BAA, Business Associate hereby agrees to return or destroy all PHI provided by or obtained on behalf of Covered Entity. Business Associate agrees not to retain any copies of the PHI after termination of this BAA. If return or destruction of the PHI is not feasible, Business Associate agrees to extend the protections of this BAA to limit any further use or disclosure until such time as the PHI may be returned or destroyed. If Business Associate elects to destroy the PHI, it shall certify to Covered Entity that the PHI has been destroyed.
- (m) **Maintenance of PHI.** Notwithstanding [subsection 5\(l\)](#) of this BAA, Business Associate and its contractors, subcontractors, agents and representatives shall retain all PHI throughout the term of the Underlying Agreement and shall continue to maintain the information required under [subsection 5\(j\)](#) of this BAA for a period of **six (6) years** after termination of the Underlying Agreement, unless Covered Entity and Business Associate agree otherwise.
- (n) **Mitigation Procedures.** Business Associate agrees to establish and to provide to Covered Entity upon request, procedures for mitigating, to the maximum extent practicable, any harmful effect from the use or disclosure of PHI in a manner contrary to this BAA or the HIPAA Rules. Business Associate further agrees to

mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this BAA or the Privacy Rule.

- (o) **Sanction Procedures.** Business Associate agrees that it shall develop and implement a system of sanctions for any contractor, Subcontractor, employee, agent and representative who violates this BAA or the HIPAA Rules.
- (p) **Application of Civil and Criminal Penalties.** All Civil and Criminal Penalties under the HIPAA Rules shall apply to Business Associate's violation of any provision contained in the HIPAA Rules.
- (q) **Breach Notification.** Business Associate shall comply with the Breach notification requirements of 45 CFR [Part 164](#). In the event of a Breach requiring indemnification in accordance with [subsection 5\(v\)](#), below, Covered Entity may elect to directly comply with Breach notification requirements or require Business Associate to comply with all Breach notifications requirements of 45 CFR [Part 164](#) on behalf of Covered Entity. If Covered Entity requires Business Associate to comply with Breach notification requirements, Business Associate shall provide Covered Entity with a detailed weekly, written report, starting one week following discovery of the Breach. The report shall include, at a minimum, Business Associate's progress regarding Breach notification and mitigation of the Breach. If Covered Entity elects to directly meet the requirements of 45 CFR [Part 164](#), Business Associate shall be financially responsible to Covered Entity for all resulting costs and fees incurred by Covered Entity, including, but not limited to, labor, materials, or supplies. Covered Entity may at its sole option:
 - (i) Offset amounts otherwise due and payable to Business Associate under the Underlying Agreement; or
 - (ii) Seek reimbursement of or direct payment to a third party of Covered Entity's costs and fees incurred under this subsection.

Business Associate shall make payment to Covered Entity (or a third party as applicable) within **30 days** from the date of Covered Entity's written notice to Business Associate.

- (r) **Grounds for Breach.** Any non-compliance by Business Associate with this BAA or the HIPAA Rules will automatically be considered to be a breach of the Underlying Agreement.
- (s) **Termination by Commonwealth.** Business Associate authorizes termination of this BAA or Underlying Agreement by the Commonwealth if the Commonwealth determines, in its sole discretion that the Business Associate has violated a material term of this BAA.

- (t) **Failure to Perform Obligations.** In the event Business Associate including its contractors, Subcontractors, agents and representatives fails, to perform its obligations under this BAA, Covered Entity may immediately discontinue providing PHI to Business Associate. Covered Entity may also, at its option, require Business Associate to submit to a plan of compliance, including monitoring by Covered Entity and reporting by Business Associate, as Covered Entity in its sole discretion determines to be necessary to maintain compliance with this BAA and applicable law.
- (u) **Privacy Practices.** The Covered Entity will provide, and Business Associate shall immediately begin using and/or distributing to clients, any applicable form, including but not limited to, any form used for Notice of Privacy Practices, Accounting for Disclosures, or Authorization, upon the effective date of this BAA, or as otherwise designated by the Program or Covered Entity. The Covered Entity retains the right to change the applicable privacy practices, documents and forms. The Business Associate shall implement changes as soon as practicable, but not later than **45 days** from the date of notice of the change.
- (v) **Indemnification.** Business Associate shall indemnify, defend and hold harmless Covered Entity from and all claims and actions, whether in law or equity, resulting from Business Associate's Breach or other violation of the HIPAA Rules (this includes but is not limited to Breach and violations by Business Associate's contractors, subcontractors, employees, agents and representatives). Additionally, Business Associate shall reimburse Covered Entity for any civil monetary penalties imposed on Covered Entity as a result of a Breach or violation cognizable under this [subsection 5\(v\)](#).

6. **Obligations of Covered Entity.**

- (a) **Provision of Notice of Privacy Practices.** Covered Entity shall provide Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR § [164.520](#) ([Appendix A](#) to this BAA), as well as changes to such notice.
- (b) **Permissions.** Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI of which Covered Entity is aware, if such changes affect Business Associate's permitted or required uses and disclosures.
- (c) **Restrictions.** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR § [164.522](#) to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

7. **Survival.**

The requirements, rights and obligations created by this BAA shall survive the termination of the Underlying Agreement.

**Appendix A to Exhibit A,
Commonwealth of Pennsylvania Business Associate Agreement**

**Permitted Purposes for the Creation, Receipt, Maintenance, Transmission, Use and/or
Disclosure of Protected Health Information**

1. Purpose of Disclosure of PHI to Business Associate: To allow _____ to meet the requirements of the Underlying Agreement.
2. Information to be disclosed to Business Associate: _____.
3. Use Shall Effectuate Purpose of Underlying Agreement: _____ may use and disclose PHI to the extent contemplated by the Underlying Agreement, and as permitted by law with Commonwealth approval.

Requirements for Non-Commonwealth Hosted Applications/Services

The purpose of this [Exhibit B](#) is to define requirements for technology solutions procured by the Commonwealth that are not hosted within Commonwealth infrastructure.

A. Hosting Requirements.

1. The Contractor or its subcontractor shall supply all hosting equipment (hardware and software) required for the cloud services and performance of the software and services set forth in the Quote and Statement of Work.
2. The Contractor shall provide secure access to applicable levels of users via the internet.
3. The Contractor shall use commercially reasonable resources and efforts to maintain adequate internet connection bandwidth and server capacity.
4. The Contractor or its subcontractors shall maintain all hosting equipment (hardware and software) and replace as necessary to maintain compliance with the Service Level Agreements.
5. The Contractor shall monitor, prevent and deter unauthorized system access. Any and all known attempts must be reported to the Commonwealth within **two (2) business days**. In the event of any impermissible disclosure unauthorized loss or destruction of Confidential Information, the receiving Party must immediately notify the disclosing Party and take all reasonable steps to mitigate any potential harm or further disclosure of such Confidential Information. In addition, pertaining to the unauthorized access, use, release, or disclosure of data, the Contractor shall comply with state and federal data breach notification statutes and regulations, and shall report security incidents to the Commonwealth within **one (1) hour** of when the Contractor has reasonable confirmation of such unauthorized access, use, release, or disclosure of data.
6. The Contractor or the Contractor's subcontractor shall allow the Commonwealth or its delegate, at times chosen by the Commonwealth, and within at least **three (3) business days'** notice, to review the hosted system's data center locations and security architecture.
7. The Contractor's employees or subcontractors, who are directly responsible for day- to-day monitoring and maintenance of the hosted system, shall have industry standard certifications applicable to the environment and system architecture used.
8. The Contractor or the Contractor's subcontractor shall locate servers in a climate-controlled environment. The Contractor or the Contractor's contractor shall house all servers and equipment in an operational environment that meets industry standards including climate control, fire and security hazard detection, electrical needs, and physical security.

Exhibit B, Requirements for Non-Commonwealth Hosted Applications/Services

9. The Contractor shall examine applicable system and error logs daily to minimize and predict system problems and initiate appropriate action.
10. The Contractor shall completely test and apply patches for all third-party software products in the server environment before release.
11. The Contractor shall comply with [Attachment 2](#), SOC Reporting Requirements.
12. The Contractor shall provide the Commonwealth data to the Commonwealth, upon request, in a form acceptable to the Commonwealth, at no cost to the Commonwealth.

B. Security Requirements.

1. The Contractor shall conduct a third-party independent security/vulnerability assessment at its own expense on an annual basis.
2. The Contractor shall comply with the Commonwealth's directions/resolutions to remediate the results of the security/vulnerability assessment to align with the standards of the Commonwealth.
3. The Contractor shall use industry best practices to protect access to the system with a firewall and firewall rules to prevent access by non-authorized users and block all improper and unauthorized access attempts.
4. The Contractor shall use industry best practices to provide applicable system intrusion detection and prevention in order to detect intrusions in a timely manner.
5. The Contractor shall use industry best practices to provide applicable malware and virus protection on all servers and network components.
6. The Contractor shall limit access to Commonwealth-specific systems, data and services and provide access only to those staff, located in the United States, that must have access to provide services proposed.
7. The Contractor shall provide the Services, using security technologies and techniques in accordance with industry best practices and the Commonwealth's ITPs set forth in [Attachment 1](#), including those relating to the prevention and detection of intrusions, and any other inappropriate use or access of systems and networks.

C. Data Storage.

1. The Contractor shall store all Commonwealth data in the United States.
2. The Contractor shall use industry best practices to update and patch all applicable *Exhibit B, Requirements for Non-Commonwealth Hosted Applications/Services*

systems and third-party software security configurations to reduce security risk. The Contractor shall protect their operational systems with applicable anti-virus, host intrusion protection, incident response monitoring and reporting, network firewalls, application firewalls, and employ system and application patch management to protect its network and customer data from unauthorized disclosure.

3. The Contractor shall be solely responsible for applicable data storage required.
4. The Contractor shall encrypt all Commonwealth data in transit and at rest.
5. The Contractor shall take all commercially viable and applicable measures to protect the data including, but not limited to, the backup of the servers on a daily basis in accordance with industry best practices and encryption techniques.
6. The Contractor agrees to have appropriate controls in place to protect critical or sensitive data and shall employ stringent policies, procedures, to protect that data particularly in instances where such critical or sensitive data may be stored on a Contractor-controlled or a Contractor-owned electronic device.
7. The Contractor shall utilize a secured backup solution to prevent loss of data, back up all data every day and store backup media. Stored backup media must be kept in an all-hazards protective storage safe at the worksite and when taken offsite. All back up data and media shall be encrypted.

D. Adherence to Policy.

1. The Contractor's support and problem resolution solution shall provide a means to classify problems as to criticality and impact and with appropriate resolution procedures and escalation process for classification of each problem.
2. The Contractor shall abide by the applicable Commonwealth's Information Technology Policies (ITPs), a list of the most relevant being attached hereto as [Attachment 1](#).
3. The Contractor shall comply with all pertinent federal and state privacy regulations.

E. Closeout.

When the purchase order's or other procurement document's term expires or terminates, and a new purchase order or other procurement document has not been issued by a Commonwealth Agency to the Commonwealth Software Reseller within **sixty (60) days** of expiration or termination, or at any other time at the written request of the Commonwealth, the Contractor must promptly return to the Commonwealth all Commonwealth's data (and all copies of this information) that is in the Contractor's possession or control. The Commonwealth's data shall be returned in a format agreed to by the Commonwealth.

ATTACHMENT 1

Information Technology Policies (ITPs) for Outsourced/Contractor(s)-hosted Solutions

ITP Number-Name	Policy Link
ITP_ACC001-Accessibility Policy	https://www.oa.pa.gov/Policies/Documents/itp_acc001.pdf
ITP_APP030-Active Directory Architecture	https://www.oa.pa.gov/Policies/Documents/itp_app030.pdf
ITP_BUS007-Enterprise Service Catalog	https://www.oa.pa.gov/Policies/Documents/itp_bus007.pdf
ITP_BUS010-Business Process Management Policy	https://www.oa.pa.gov/Policies/Documents/itp_bus010.pdf
ITP_BUS011-Commonwealth Cloud Computing Services Requirements	https://www.oa.pa.gov/Policies/Documents/itp_bus011.pdf
ITP_BUS012-Artificial Intelligence General Policy	https://www.oa.pa.gov/Policies/Documents/itp_bus012.pdf
ITP_INF000-Enterprise Data and Information Management Policy	https://www.oa.pa.gov/Policies/Documents/itp_inf000.pdf
ITP_INF001-Database Management Systems	https://www.oa.pa.gov/Policies/Documents/itp_inf001.pdf
ITP_INF006-Commonwealth County Code Standard	https://www.oa.pa.gov/Policies/Documents/itp_inf006.pdf
ITP_INF009-e-Discovery Technology Standard	https://www.oa.pa.gov/Policies/Documents/itp_inf009.pdf
ITP_INF010-Business Intelligence Policy	https://www.oa.pa.gov/Policies/Documents/itp_inf010.pdf
ITP_INF011-Reporting Policy	https://www.oa.pa.gov/Policies/Documents/itp_inf011.pdf
ITP_INF012-Dashboard Policy	https://www.oa.pa.gov/Policies/Documents/itp_inf012.pdf
ITP_INFRM001-The Life Cycle of Records: General Policy Statement	https://www.oa.pa.gov/Policies/Documents/itp_infrm001.pdf
ITP_INFRM004-Management of Web Records	https://www.oa.pa.gov/Policies/Documents/itp_infrm004.pdf
ITP_INFRM005-System Design Review of Electronic Systems	https://www.oa.pa.gov/Policies/Documents/itp_infrm005.pdf
ITP_INFRM006-Electronic Document Management Systems	https://www.oa.pa.gov/Policies/Documents/itp_infrm006.pdf
ITP_INT_B_1-Electronic Commerce Formats and Standards	https://www.oa.pa.gov/Policies/Documents/itp_int_b_1.pdf
ITP_INT_B_2-Electronic Commerce Interface Guidelines	https://www.oa.pa.gov/Policies/Documents/itp_int_b_2.pdf
ITP_INT006-Business Engine Rules	https://www.oa.pa.gov/Policies/Documents/itp_int006.pdf
ITP_NET004-Internet Protocol Address Standards	https://www.oa.pa.gov/Policies/Documents/itp_net004.pdf
ITP_NET005-Commonwealth External and Internal Domain Name Services (DNS)	https://www.oa.pa.gov/Policies/Documents/itp_net005.pdf
ITP_PRV001-Commonwealth of Pennsylvania Electronic Information Privacy Policy	https://www.oa.pa.gov/Policies/Documents/itp_prv001.pdf
ITP_SEC000-Information Security Policy	https://www.oa.pa.gov/Policies/Documents/itp_sec000.pdf
ITP_SEC002-Internet Accessible Proxy Servers and Services	https://www.oa.pa.gov/Policies/Documents/itp_sec002.pdf
ITP_SEC003-Enterprise Security Auditing and Monitoring	https://www.oa.pa.gov/Policies/Documents/itp_sec003.pdf
ITP_SEC004-Enterprise Web Application Firewall	https://www.oa.pa.gov/Policies/Documents/itp_sec004.pdf
ITP_SEC006-Commonwealth of Pennsylvania Electronic Signature Policy	https://www.oa.pa.gov/Policies/Documents/itp_sec006.pdf
ITP_SEC007-Minimum Standards for IDs, Passwords and Multi-Factor Authentication	https://www.oa.pa.gov/Policies/Documents/itp_sec007.pdf
ITP_SEC008-Enterprise E-mail Encryption	https://www.oa.pa.gov/Policies/Documents/itp_sec008.pdf

*Exhibit B, Attachment 1, Information Technology Policies (ITPs) for
Outsourced/Licensors(s)-hosted Solutions*

ITP Number-Name	Policy Link
ITP_SEC009-Minimum Contractor Background Checks Policy	https://www.oa.pa.gov/Policies/Documents/itp_sec009.pdf
ITP_SEC010-Virtual Private Network Standards	https://www.oa.pa.gov/Policies/Documents/itp_sec010.pdf
ITP_SEC011-Enterprise Policy and Software Standards for Agency Firewalls	https://www.oa.pa.gov/Policies/Documents/itp_sec011.pdf
ITP_SEC013-Identity Protection and Access Management (IPAM) Architectural Standard and Identity Management Services	https://www.oa.pa.gov/Policies/Documents/itp_sec013.pdf
ITP_SEC015-Data Cleansing	https://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf
ITP_SEC017-Copa Policy for Credit Card Use for e-Government	https://www.oa.pa.gov/Policies/Documents/itp_sec017.pdf
ITP_SEC019-Policy and Procedures for Protecting Commonwealth Electronic Data	https://www.oa.pa.gov/Policies/Documents/itp_sec019.pdf
ITP_SEC020-Encryption Standards for Data at Rest	https://www.oa.pa.gov/Policies/Documents/itp_sec020.pdf
ITP_SEC021-Security Information and Event Management Policy	https://www.oa.pa.gov/Policies/Documents/itp_sec021.pdf
ITP_SEC023-Information Technology Security Assessment and Testing Policy	https://www.oa.pa.gov/Policies/Documents/itp_sec023.pdf
ITP_SEC024-IT Security Incident Reporting Policy	https://www.oa.pa.gov/Policies/Documents/itp_sec024.pdf
ITP_SEC025-Proper Use and Disclosure of Personally Identifiable Information (PII)	https://www.oa.pa.gov/Policies/Documents/itp_sec025.pdf
ITP_SEC029-Physical Security Policy for IT Resources	https://www.oa.pa.gov/Policies/Documents/itp_sec029.pdf
ITP_SEC031-Encryption Standards for Data in Transit	https://www.oa.pa.gov/Policies/Documents/itp_sec031.pdf
ITP_SEC032-Enterprise Data Loss Prevention (DLP) Compliance Standards	https://www.oa.pa.gov/Policies/Documents/itp_sec032.pdf
ITP_SEC034-Enterprise Firewall Rule Set	https://www.oa.pa.gov/Policies/Documents/itp_sec034.pdf
ITP_SEC037-Identity Proofing of Online Users	https://www.oa.pa.gov/Policies/Documents/itp_sec037.pdf
ITP_SEC038-Commonwealth Data Center Privileged User IAM Policy	https://www.oa.pa.gov/Policies/Documents/itp_sec038.pdf
ITP_SFT000-Software Development Life Cycle (SDLC) Policy	https://www.oa.pa.gov/Policies/Documents/itp_sft000.pdf
ITP_SFT001-Software Licensing	https://www.oa.pa.gov/Policies/Documents/itp_sft001.pdf
ITP_SFT002-Commonwealth of PA Website Standards	https://www.oa.pa.gov/Policies/Documents/itp_sft002.pdf
ITP_SFT003-Geospatial Enterprise Service Architecture	https://www.oa.pa.gov/Policies/Documents/itp_sft003.pdf
ITP_SFT004-Geospatial Information Systems (GIS)	https://www.oa.pa.gov/Policies/Documents/itp_sft004.pdf
ITP_SFT005-Managed File Transfer (MFT)	https://www.oa.pa.gov/Policies/Documents/itp_sft005.pdf
ITP_SFT007-Office Productivity Policy	https://www.oa.pa.gov/Policies/Documents/itp_sft007.pdf
ITP_SFT008-Enterprise Resource Planning (ERP) Management	https://www.oa.pa.gov/Policies/Documents/itp_sft008.pdf
ITP_SFT009-Application Development	https://www.oa.pa.gov/Policies/Documents/itp_sft009.pdf
ITP_SYM003-Off-Site Storage for Commonwealth Agencies	https://www.oa.pa.gov/Policies/Documents/itp_sym003.pdf
ITP_SYM004-Policy for Establishing Alternate Processing Sites for Commonwealth Agencies	https://www.oa.pa.gov/Policies/Documents/itp_sym004.pdf
ITP_SYM006-Commonwealth IT Resources Patching Policy	https://www.oa.pa.gov/Policies/Documents/itp_sym006.pdf
ITP_SYM008-Server Virtualization Policy	https://www.oa.pa.gov/Policies/Documents/itp_sym008.pdf
ITP_SYM010-Enterprise Services Maintenance Scheduling	https://www.oa.pa.gov/Policies/Documents/itp_sym010.pdf

Exhibit B, Attachment 1, Information Technology Policies (ITPs) for Outsourced/Licensor(s)-hosted Solutions

ATTACHMENT 2

SOC Reporting Requirements

- (a) Subject to this section and unless otherwise agreed to in writing by the Commonwealth, the Contractor shall, and shall require its subcontractors to, engage, on an annual basis, an independent auditing firm to conduct each the following:
- (i) A SOC 1 Type II report with respect to controls used by the Contractor relevant to internal and external procedures and systems that process Commonwealth financial transactions; and
 - (ii) A SOC 2 Type II report with respect to controls used by the Contractor relevant to internal and external procedures and systems that access or contain Commonwealth Data.

Unless otherwise agreed to in writing by the Commonwealth, SOC Reports shall be provided upon contract execution and annually thereafter. While it is preferable that SOC Reports coincide with Pennsylvania's fiscal year (July 1 through June 30), SOC Reports, at the very least, must cover at least 6 consecutive months of Pennsylvania's fiscal year.

- (b) SOC 2 Type II report reports shall address the following:
- (i) Security of Information and Systems;
 - (ii) Availability of Information and Systems;
 - (iii) Processing Integrity;
 - (iv) Confidentiality;
 - (v) Privacy; and
 - (vi) If applicable, compliance with the laws, regulations standards or policies designed to protect the information identified in [ITP-SEC019](#) or other information identified as protected or Confidential by this Contract or under law.
- (c) At the request of the Commonwealth, the Contractor shall complete a SOC for Cybersecurity audits in the event:
- (i) repeated non-conformities are identified in any SOC report required by subsection (a); or
 - (ii) if the Contractor's business model changes (such as a merger, acquisition, or change sub-contractors, etc.).

The Contractor shall provide to the Commonwealth a report of the SOC for Cybersecurity audit findings within **60 days** of its completion.

- (d) The Commonwealth may specify other or additional standards, certifications or audits it requires under any Purchase Orders or within an ITP.
- (e) The Contractor shall adhere to SSAE 18 audit standards. The Contractor acknowledges that the SSAE guidance may be updated during the Term of this Contract, and the Contractor shall comply with such updates which shall be reflected in the next annual report.
- (f) In the event an audit reveals any non-conformity to SSAE standards, the Contractor shall provide the Commonwealth, within **45 calendar days** of the issuance of the SOC report, a documented corrective action plan that addresses each non-conformity. The corrective action plan shall provide, in detail:
 - (i) clear responsibilities of the personnel designated to resolve the non-conformity;
 - (ii) the remedial action to be taken by the Contractor or its subcontractor(s);
 - (iii) the dates when each remedial action is to be implemented; and
 - (iv) a summary of potential risks or impacts to the Commonwealth that are associated with the non-conformity(ies).
- (g) The Commonwealth may in its sole discretion agree, in writing, to accept alternative and equivalent reports or certifications in lieu of a SOC report.

EXHIBIT C

Sign-Off Document No. _____, under Agreement No. _____
Between
[Contractor _____] and the Commonwealth of PA, [Agency]
[Contractor _____] Agency-level Deployment

This document becomes, upon its execution by the signatories named below, a legally valid, binding part of Agreement No. _____ between the Commonwealth and _____ (Contractor), and is subject to the terms of that Agreement.

1. Scope of Deployment (need not be entire agency):

2. Nature of Data implicated or potentially implicated:

3. Agency Policies to which Contractor is subject (incorporated by reference):

4. Background checks (describe if necessary):

5. Additional requirements (describe with specificity):

6. Is Contractor a Business Associate (yes or no)?

If yes, the attached Business Associates Agreement, as completed by the Agency, is applicable and is hereby incorporated into this Sign-Off Document by reference.

Agency Contact Person Signature and Date: _____

[Contractor _____]
Authorized Signatory and Date: _____

IRAN FREE PROCUREMENT CERTIFICATION FORM

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

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

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

OPTION #1 - CERTIFICATION

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

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

OPTION #2 – EXEMPTION

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

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

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

DOMESTIC WORKFORCE UTILIZATION CERTIFICATION

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

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

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

OR

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

[Use additional sheets if necessary]

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

Attest or Witness:

Corporate or Legal Entity's Name

Signature/Date

Signature/Date

Printed Name/Title

Printed Name/Title

Trade Secret/Confidential Proprietary Information Notice

Instructions:

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

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

Name of submitting party:

Contact information for submitting party:

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

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

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

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

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

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

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

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

Acknowledgment

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

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

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

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

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

Signature

Title

Date

LOBBYING CERTIFICATION FORM

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

<https://www.gsa.gov/Forms/TrackForm/33144>

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

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

SIGNATURE: _____

TITLE: _____ DATE: _____

COSTARS PROGRAM ELECTION TO PARTICIPATE

If awarded a Contract, our firm agrees to sell the awarded items/services at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to registered COSTARS Members who elect to participate in the contract. Our firm also agrees to pay the applicable Administrative Fee (\$1500, or \$500 for a Department of General Services Self-Certified Small Business, or \$166 for a Department of General Services-verified Small Diverse Business) at the beginning of each contract year and upon each contract renewal date.

If you are a Department of General Services Self-Certified Small Business or Department of General Services-verified Small Diverse Business, you must submit a copy of your active Small Business Contracting Program certificate with your bid response.

Corporate or Legal Entity Name

Signature/Date

Printed Name/Title

Participating Addendum with an External Procurement Activity

Participating Addendum with an External Procurement Activity. Section 1902 of the *Commonwealth Procurement Code*, 62 Pa.C.S. § 1902, permits external procurement activities to participate in cooperative purchasing agreements for the procurement of services, supplies or construction.

A. **Definitions.** The following words and phrases have the meanings set forth in this provision:

1. *External procurement activity:* The term, as defined in 62 Pa. C. S. § 1901, means a “buying organization not located in the Commonwealth [of Pennsylvania] which if located in this Commonwealth would qualify as a public procurement unit [under 62 Pa. C.S. §1901]. An agency of the United States is an external procurement activity.”
2. *Participating addendum:* A bilateral agreement executed by the Contractor and an external procurement activity that clarifies the operation of the Contract for the external procurement activity concerned. The terms and conditions in any participating addendum shall affect only the procurements of the purchasing entities under the jurisdiction of the external procurement activity signing the participating addendum.
3. *Public procurement unit:* The term, as defined in 62 Pa. C. S. § 1901, means a “local public procurement unit or purchasing agency.”
4. *Purchasing agency:* The term, as defined in 62 Pa. C. S. § 103, means a “Commonwealth agency authorized by this part or any other law to enter into contracts for itself or as the agent of another Commonwealth agency.”

B. **General.** A participating addendum shall incorporate the terms and conditions of the Contract resulting from this RFP. The Contractor shall not be required to enter into any participating addendum.

C. **Additional Terms.**

1. A participating addendum may include additional terms that are required by the law governing the external procurement activity.
2. A participating addendum may include new, mutually agreed upon terms that clarify ordering procedures specific to a participating external procurement activity.
3. The construction and effect of any participating addendum shall be governed by and construed in accordance with the laws governing the external procurement activity.

4. If an additional term requested by the external procurement activity will result in an increased cost to the Contractor, the Contractor shall adjust its pricing up or down accordingly.

D. Prices.

1. **Price adjustment.** For any costs affecting the percent markup that the Contractor will or will not incur or that differ from costs incurred or not incurred in the fulfillment of this Contract, the Contractor shall adjust its pricing up or down accordingly. These costs may include, but not be limited to:
 - a) State and local taxes;
 - b) Unemployment and workers compensation fees;
 - c) E-commerce transaction fees; and
 - d) Costs associated with additional terms, established pursuant to this **Part I, Section I-32.**
2. The Contractor's pricing for an external procurement activity shall be firm and fixed for the duration of the initial term of the Contract. After the initial term of the Contract, if the Contract is renewed, the Contractor's pricing may be adjusted up or down based on market conditions only with the mutual agreement of both the Contractor and any external procurement activity.

E. Usage Reports on External Procurement Activities. The Contractor shall furnish to the Contracting Officer an electronic quarterly usage report, preferably in spreadsheet format no later than the fifteenth calendar day of the succeeding calendar quarter. Reports shall be e-mailed to the Contracting Officer for the Contract. Each report shall indicate the name and address of the Contractor, contract number, period covered by the report, the name of the external procurement activity that has used the Contract and the total volume of sales to the external procurement activity for the reporting period.

F. Electronic Copy of Participating Addendum. The Contractor, upon request of the Contracting Officer, shall submit **one** electronic copy of the participating addendum to the Contracting Officer within **ten** days after request.

Offeror's Representations and Authorizations. 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 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, and will not during the duration of the contract engage, in 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.

Q&A Board

Subject = Migration

Q: If this is a phased migration, how many migration phases is the Commonwealth planning and what are the associated timelines for these phases?

A: The initial phase is expected to begin soon after the commencement of the contract (Q1 or Q2/2021). Timelines for any follow-on phases have not yet been defined.

Public Thread

10/19/2020 12:31 PM EDT

10/21/2020 2:24 PM EDT

Subject = Planning

Q: Does the Commonwealth need assistance with assessing, planning, designing and executing on their migration plan? If so, please provide an inventory list (make and model), cabling diagrams and/or rack elevations to help us understand the scope of the migration.

A: Specific details of the Commonwealth's migration plan will be available to the selected Offeror post award.

Public Thread

10/19/2020 12:31 PM EDT

10/21/2020 2:23 PM EDT

Center Services Technical Submittal, Section

Q: Regarding Section I-7, Additions to Standard Contract Terms and Conditions Objections, the Commonwealth requests Offerors to submit additional terms and conditions for inclusion and negotiation: "The Offeror will identify which, if any, of the terms and conditions contained in the Buyer Attachments section that it would like to negotiate and what additional terms and conditions the Offeror would like to add to the standard contract terms and conditions." In the last paragraph of this section, the Commonwealth provides a potentially conflicting statement that these objections and additions may not be considered: "Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the cost proposal, on the basis of the terms and conditions set out in the Terms and Conditions contained in the Buyer Attachment section. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in the Terms and Conditions contained in the Buyer Attachment section or to other provisions of the RFP." Please clarify what is meant by these two statements? Please confirm that the Commonwealth is willing to negotiate terms and conditions based on what the Offeror identifies as exceptions and additions to the standard terms and conditions provided.

A: Offerors must submit their proposal with the assumption that the terms and conditions set for in the RFP will apply. The Commonwealth will negotiate the terms and conditions with the selected Offeror, but reserves the right to decline the selected Offeror's proposed changes.

Public Thread

10/19/2020 12:18 PM EDT

10/21/2020 2:22 PM EDT

Subject = Appendix E, SLA Methodology

Q: Regarding Appendix E, SLA Methodology, as the provider of Data Center collocation services, it is important that we have standardized SLAs, based on our collocation service definitions, incorporated into our contract to provide the most efficient service possible to all our clients. Will COPA accept an industry standard SLA framework to be incorporated into data center collocation specific terms and conditions?

A: Offerors should base its proposal on compliance with the Commonwealth's SLA requirements in Appendices D, E. when responding. The Commonwealth is open to discuss alternative SLA frameworks during negotiation with the selected Offeror.

Public Thread

10/19/2020 12:18 PM EDT

10/21/2020 2:18 PM EDT

Q: Regarding Appendix G, IT Contract Terms and Conditions, the Terms and Conditions supplied by COPA are IT Contract Terms and Conditions and therefore do not directly apply to data center colocation service providers. Would COPA be willing to use a standard data center colocation services specific contract to be included with the terms and conditions and have it govern with respect to any conflicts with the COPA IT terms and conditions? In addition, would the Commonwealth accept a request to have certain items in the IT contract terms and conditions be modified if they do not apply to the colocation services provided by the awarded colocation data center provider?

10/19/2020 12:17 PM EDT

A: Offerors must submit their proposal with the assumption that the terms and conditions set for in the RFP will apply. The Commonwealth will negotiate the terms and conditions with the selected Offeror, but reserves the right to decline the selected Offeror's proposed changes.

10/21/2020 2:14 PM EDT

Subject = Disadvantaged Business

Public Thread

Q: Is preference being granted to proposals that are in economically disadvantaged regions of the Commonwealth.

10/19/2020 11:35 AM EDT

A: No. All Offerors proposals will be reviewed and evaluated with equal weight.

10/21/2020 2:12 PM EDT

Subject = Contract

Public Thread

Q: Does the Commonwealth have any remaining extensions remaining in their existing contract?

10/19/2020 11:35 AM EDT

A: The current contract is a participating addendum which expires on June 30, 2021. The agreement can be extended for up to three (3) additional one (1) year renewals by the County of Fairfax, VA. If they choose to exercise, the Commonwealth of PA can also extend their participating addendum.

10/21/2020 2:11 PM EDT

Subject = Timeline

Public Thread

Q: What is the Commonwealth's intended migration timeline?

10/19/2020 11:34 AM EDT

A: The Commonwealth will be looking to deploy this service soon after contract award. Offerors should include in their response an initial implementation schedule that supports a rapid turn up of services.

10/21/2020 4:21 PM EDT

Subject = Ramp

Public Thread

Q: What is the expected # of cabinets to be deployed Day 1? If there is a ramp, what is the expected timeline to reach

10/19/2020 11:17 AM EDT

A: Specific information is not yet available but will be made available at the time of award. For planning purposes Offerors should use 24 Cabinets as the initial build.

10/21/2020 4:19 PM EDT

Subject = Physical Security

Public Thread

Q: Can the Commonwealth elaborate on the Physical Camera surveillance requirement?

10/19/2020 11:17 AM EDT

A: Offerors should provide information on their camera surveillance system. The selected Offeror shall provide access reports and camera surveillance of the Commonwealth dedicated space and must be made available at the Commonwealth's request.

10/21/2020 2:09 PM EDT

Subject = Certification

Q: Does the underlying Data Center provider need to hold IRS Publication 1075, NIST, FedRamp, MUSL certifications or does the underlying provider need to support the Commonwealth's ability to keep and maintain these level of compliance through the methods, procedures, and governance of the Data Center provider?

A: Offerors must provide information on their current controls, certifications, and available SOC reports for their facility.

Public Thread

10/19/2020 11:16 AM EDT

10/21/2020 2:08 PM EDT

Subject = Fire Suppression

Q: If alternative Fire Suppression can be provided – can the bidder supply additional suppression and mediation methods?

A: Offerors must include Fire Suppression in their proposed base offering. Any additional alternatives can be described in the Technical Submittal as Value-Added Services and included in Appendix F. Cost Submittal 5. Offered Options.

Public Thread

10/19/2020 11:16 AM EDT

10/21/2020 2:07 PM EDT

Subject = I-4 Requirements. B-3

Q: How much First Right of Refusal Space will be required?

A: This information is not known at this time.

Public Thread

10/19/2020 11:15 AM EDT

10/21/2020 2:05 PM EDT

Subject = Power Circuit Provisioning

Q: Can the commonwealth advise what power needs to be connected to each cabinet? (eg. 5 x 20A208V, 20 x 60A208V)

A: Specific power for rack information is not currently available. An example number of initial circuits can be found in Appendix F. Cost Submittal 3. Base Costs.

Public Thread

10/19/2020 11:15 AM EDT

10/21/2020 2:04 PM EDT

Subject = Timeline

Q: When would the contract be awarded to the winner? When does this implementation need to start and finish – can the Commonwealth share the target dates for each of the increments? (date for initial 24cabinet, date for next 6, etc.)

A: Contract award is estimated to be late Quarter 2 of 2021. Each Offeror should propose a timeline for the build out of the dedicated space with their technical submittal. See Technical Submittal I-5.

Public Thread

10/19/2020 11:14 AM EDT

10/21/2020 1:58 PM EDT

Subject = Dedicated Space

Q: If the bidder does not provide the cabinets will the Commonwealth be supply the Wright Line Cabinet part # JW963040 (96"H x 30"W x 40"D)? Are these cabinets a preference or requirement? Can larger cabinet be supplied 48u (24w X 48d) ?

A: The Wright Line cabinet is only a preference and is an option. Offerors can propose multiple alternative Cabinet options in Appendix F. Cost Submittal – Invited Options Tab

Public Thread

10/19/2020 11:14 AM EDT

10/21/2020 1:57 PM EDT

Subject = Floor Rating (Section 6, Page 9)

Q: Please provide more detail on this requirement. Can the Commonwealth provide the weight of each cabinet or the average weight of cabinets?

Public Thread

10/19/2020 11:13 AM EDT

A: The Commonwealth anticipates that there will be a mix of cabinets from a weight perspective. Specific cabinet weights are not available currently. A maximum weight may require a static load rating of 2,800 pounds. Offerors should provide information on their floor load ratings and how they if necessary, can support heavier more dense cabinets. The proposed cage space should be configured to include at minimum 50 % at the 2,800 lb. load rating.

10/21/2020 1:48 PM EDT

Subject = Applications

Public Thread

Q: Are there any design preferences, advantages, or ramification, to the hosted applications based on proximity or latency to the application users or networked resources?

10/19/2020 10:16 AM EDT

A: There are currently no specific design preferences. Offerors are encouraged to provide any advantages to their facility and related services.

10/21/2020 1:47 PM EDT

Subject = Applications

Public Thread

Q: Q: What services/applications, or type of services, are intended to be hosted within the proposed facility?

10/19/2020 10:15 AM EDT

A: This facility will host many of the Commonwealth's business applications and IT related services.

10/21/2020 1:45 PM EDT

al Model and Compute/Server/Networking

Public Thread

Q: 1. On the terms of budgeting, is this RFP expected to be 100% OPEX or would there be a mix of CAPEX and OPX? If so, what would be the expected mix? 2. As stated in Section 5 of the Technical Submittal. As a part of the initial 24 racks, is there corresponding compute and/or storage and/or networking requirement?

10/16/2020 1:51 PM EDT

A: Offerors should review Appendix F. Cost Submittal to gain an understanding of how this contract will be structured from a cost perspective. Any corresponding compute and/or storage and/or networking components are not within the scope of this RFP.

10/21/2020 1:44 PM EDT

Subject = Contracts

Public Thread

Q: Is The Commonwealth of PA willing to review and execute the vendors NDA so we can share our compliance reports?

10/16/2020 12:59 PM EDT

A: Offeror's should indicate in their responses what compliance reports are available for review and if a NDA is required for each report.

10/21/2020 1:41 PM EDT

Subject = Contracts

Public Thread

Q: Is it a requirement to use The Commonwealth of PA's contract or are you willing to review and execute the vendors MSA contract?

10/16/2020 12:58 PM EDT

A: The selected Offeror and the Commonwealth will negotiate a contract based on the RFP and the selected Offerors response to this RFP.

10/21/2020 4:18 PM EDT

Subject = Remote Hands

Public Thread

Q: Regarding remote hands services, what are your specific requirements?

10/16/2020 12:58 PM EDT

A: Offerors' Remote and/or Smart Hands services should provide the Commonwealth with 24/7/365 onsite technical personnel to support several different tasks including but not limited to: cabling and installation support, remote troubleshooting, etc. Offerors are encouraged to describe their service offerings for Remote/Smart Hands support.

10/21/2020 1:37 PM EDT

Subject = Compliance

Public Thread

Q: Regarding Multi-State Lottery Association (MUSL) Rule 2, are you be willing to consider a data center provider that has SOC reports aligned with NIST 800-53 special publication (SP) controls as well as the Federal Information Systems Management Act (FISMA) moderate assessment level?

10/16/2020 12:57 PM EDT

A: Yes. Responses to this RFP that do not meet MUSL Rule 2 requirements will be considered – however, vendors should clearly mark whether they are able to meet MUSL Rule 2 requirements or not.

10/21/2020 1:35 PM EDT

Subject = Compliance

Public Thread

Q: Regarding FedRamp, are you be willing to consider a data center provider that has SOC reports aligned with NIST 800-53 special publication (SP) controls as well as the Federal Information Systems Management Act (FISMA) moderate assessment level – which FedRamp controls are based upon?

10/16/2020 12:57 PM EDT

A: Offerors must provide information on their current controls, certifications, and available SOC reports for their facility.

10/21/2020 1:31 PM EDT

Subject = Compliance

Public Thread

Q: We currently host and provide services for many government clients that require criminal Justice Information System (CJIS) Compliance – what type of physical security controls do you need?

10/16/2020 12:57 PM EDT

A: Offeror's should review the CJIS Security Policy <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>. Additionally, Offeror's should plan to construct the dedicated cage area to prevent unauthorized access which includes having the cage walls built from subfloor to ceiling (or add a ceiling to the caged area) so that someone cannot climb over the walls or under a raised floor. Sample Excerpt from Policy (link above) 5.9 Policy Area 9: Physical Protection Physical protection policy and procedures shall be documented and implemented to ensure CJIS and information system hardware, software, and media are physically protected through access control measures. 5.9.1 Physically Secure Location A physically secure location is a facility, a criminal justice conveyance, or an area, a room, or a group of rooms within a facility with both the physical and personnel security controls sufficient to protect CJIS and associated information systems. The physically secure location is subject to criminal justice agency management control; SIB control; FBI CJIS Security addendum; or a combination thereof. Sections 5.9.1.1 – 5.9.1.8 describe the physical controls required in order to be considered a physically secure location, while Sections 5.2 and 5.12, respectively, describe the minimum security awareness training and personnel security controls required for unescorted access to a physically secure location. Sections 5.5, 5.6.2.2.1, and 5.10 describe the requirements for technical security controls required to access CJIS from within the perimeter of a physically secure location without AA.

10/21/2020 1:29 PM EDT

Subject = Compliance

Public Thread

Q: Regarding ISO 27001, are you willing to consider a data center provider that has SOC reports aligned with NIST 800-53 special publication (SP) controls– which ISO 27001 controls are based upon?

10/16/2020 12:56 PM EDT

A: Offerors must provide information on their current controls, certifications, and available SOC reports for their facility.

10/21/2020 1:17 PM EDT

Subject = Time Frame

Public Thread

Q: What is the estimated timeframe to have the new data center environment ready for use?

10/16/2020 12:55 PM EDT

A: Currently the estimated date for a new data center environment usage is late Quarter 2 of 2021.

10/21/2020 1:16 PM EDT

Subject = Time Frame

Public Thread

Q: What is the estimated time frame for vendor selection?

10/16/2020 12:55 PM EDT

A: Currently the estimated date for vendor selection is early Quarter 1 of 2021.

10/21/2020 1:15 PM EDT

Subject = Data Center

Public Thread

Q: Will there be an upcoming RFP to provide servers/storage/private cloud solutions for inside the new colocation/cage space?

10/16/2020 12:54 PM EDT

A: This question is not relevant to the requirements of this RFP.

10/21/2020 1:13 PM EDT

Subject = Data Center

Public Thread

Q: What is your current DR strategy?

10/16/2020 12:53 PM EDT

A: As it pertains to this procurement, the Commonwealth requires a secondary data center facility (this RFP) to host private cloud services and public cloud on ramp services. This facility may also provide redundant network core services.

10/21/2020 1:11 PM EDT

Subject = Data Center

Public Thread

Q: What is your current cloud strategy?

10/16/2020 12:53 PM EDT

A: As it pertains to this procurement; the Commonwealth requires Offerors to include cloud on-ramp connectivity services to the major Cloud Service Suppliers (CSPs) from your proposed facility.

10/21/2020 1:09 PM EDT

Subject = Distance

Public Thread

Q: As the minimum distance is 75 miles for the new data center from the existing data center, what is the maximum distance?

10/16/2020 12:52 PM EDT

A: The maximum distance for a data center location per the requirements is within the boundaries of the Commonwealth of PA.

10/21/2020 1:07 PM EDT

Subject = Data Center

Public Thread

Q: Is the current Commonwealth of PA data center hosted in a Commonwealth of PA owned facility or a 3rd party?

10/16/2020 12:52 PM EDT

A: The current Commonwealth PA data center is owned by the Commonwealth.

10/21/2020 1:06 PM EDT

Subject = COSTARS

Public Thread

Q: Is it a requirement for the vendor to be part of COSTARS to participate in the RFP?

10/16/2020 12:50 PM EDT

A: No. COSTARS participation on this RFP is optional.

10/21/2020 1:04 PM EDT

Subject = Facility Requirements

Public Thread

Q: Regarding RFP G. Facility Requirements 5. Dedicated Space d. - Pg. 6, "The Offeror shall grant the Commonwealth first right of refusal on adjacent open floor space to support for future growth." - Please provide the space and power requirements for the adjacent space. How much capacity is required?

10/15/2020 8:48 AM EDT

A: The size and requirements for incremental space are currently unknown. Offerors should explain how they would accommodate a request for additional space in the proposed facility.

10/16/2020 10:03 AM EDT

Subject = Facility Requirements

Public Thread

Q: Regarding RFP G. Facility Requirements 5. Dedicated Space - Pg. 6, Please provide a definition of "Reserve Power"? Does this mean the amount of power capacity provisioned to your data center space that would be incorporated into the Commonwealth's monthly base rent?

10/15/2020 8:47 AM EDT

A: Reserve Power would be the amount of power capacity provisioned to the data center space that would be incorporated into the Commonwealth's monthly base rent. The Commonwealth requests the following tiered structure for monthly rent purposes (Reserve Power tiers: 120kW, 150kW, 175kW, 200kW, 225kW, 250kW). See also Appendix F Cost Submittal 3.Base Cost for monthly cost calculation.

10/16/2020 10:02 AM EDT

Subject = Facility Requirements

Public Thread

Q: Regarding RFP G. Facility Requirements 5. Dedicated Space - Pg. 6, Please provide confirmation of your deployment schedule of the 50 cabinets. Does the Commonwealth require the full 50 cabinet cage on day one or a 30 cabinet cage with a right of first offer on the adjacent space for the additional 20 cabinets?The RFP states in years 1-5 pricing is requested for 30 cabinets. Then in option period years 6-10, pricing for only an additional 10 is requested for a total of 40 cabinets.

10/15/2020 8:46 AM EDT

A: The Commonwealth requires the initial cage area to be built out to support up to the full 50 Cabinets. The Commonwealth is then looking for a ramp up pricing schedule for that space (see cost per tier for that cage space in the following stages 24, 30, 35, 40, 45, 50 in Appendix F Cost Submittal; 3.Base Cost). The actual deployment schedule for adding cabinets up to the total of 50 is still in the planning stage and not available currently. The pricing for the 30 Cabinets for years 1 – 5 in Appendix F Cost Schedule 6. Summary and the 40 cabinets in Years 6 – 10 is representative for evaluation purposes only and may not be indicative of the actual cabinet installation schedule.

10/16/2020 10:01 AM EDT

Subject = Network Service Options?

Public Thread

Q: The Commonwealth outlined in the technical document under H that they would require 3 network providers. Would the Commonwealth entertain a Managed Internet solution from the vendor that meets the physical path, Gig capacity & security requirements while providing physical & carrier redundancy as an additional option?

10/14/2020 2:40 PM EDT

A: Yes, the Internet Service can be proposed as stated. As for direct network connectivity (e.g. between the Harrisburg Data Center and the Offerors Data Center) the Commonwealth requires access to multiple network service providers as well diverse physical access into your facility.

10/15/2020 7:49 AM EDT

Subject = Cabinet Size?**Public Thread**

Q: Within Tab 4 of Appendix F you listed 96" H x 30" W x40" Cabinets (52u). Is this a requirement or would the Commonwealth look at 42U cabinet options also?

10/14/2020 2:30 PM EDT

A: The Commonwealth currently uses the Wright Line Cabinet specified as a 96"H x30"W x40"D (52U) part # JW963040. If that model is available, then provide a price for that. Also, any additional alternatives proposed should be in the 52U height category.

10/15/2020 7:48 AM EDT

Subject = Supplier Diversity Goals?**Public Thread**

Q: Will the Commonwealth of Pennsylvania be evaluating Supplier Diversity goals such as Woman-Owned, Minority-Owned or Small Business?

10/13/2020 3:36 PM EDT

A: No, there will not be an evaluation of Supplier diversity goals. Please refer to event description Section 6. SDB/VBE Participation.

10/14/2020 8:24 AM EDT

Subject = Location requirement**Public Thread**

Q: Today the Commonwealth uses facilities located outside of the state in New York and Virginia for example. Is the in state location a hard requirement?

10/13/2020 3:04 PM EDT

A: It is a requirement of this RFP to propose a data center solution in the Commonwealth of Pennsylvania.

10/14/2020 8:23 AM EDT

Subject = Data Center Location Requirement**Public Thread**

Q: Under Section I-4.B.2 it states that 'The Offeror's data center facility must be a minimum distance of 75 miles from the Commonwealth's primary Enterprise Data Center.' Why is the distance 75 miles? And would the Commonwealth consider amending this to 50 miles?

10/13/2020 1:56 PM EDT

A: The Commonwealth minimum requirement for geodiversity between data centers is 75 miles.

10/14/2020 8:22 AM EDT

Subject = Uptime Certification**Public Thread**

Q: Regarding RFP Section C, Pg. 4, Can the Commonwealth clarify whether or not Uptime certification is needed, or if simply meeting the requirement of Tier III (concurrently maintainable) is acceptable?

10/13/2020 11:08 AM EDT

A: While official Uptime Institute certification is desirable, it is not an absolute requirement. That said, each Offeror should indicate how they meet and maintain a Tier III classification level or above in alignment with the tiering

10/13/2020 2:43 PM EDT

Subject = Appendix F - Cost Submittal**Public Thread**

Q: The Appendix F - Cost Submittal spreadsheet tabs 3, 4, and 5 are password protected and cannot be edited; can the Commonwealth please provide an updated Appendix F that is editable so bidders can populate pricing/cost information?

10/12/2020 11:58 AM EDT

A: The event has been amended to allow for vendors to propose cost in the appropriate fields.

10/13/2020 2:42 PM EDT

Subject = Multi-award?**Public Thread**

Q: Is this a single or multi-award RFP?

10/9/2020 12:10 PM EDT

A: This is RFP will be awarded to a single vendor.

10/13/2020 2:39 PM EDT

Subject = Co-Environment Use**Public Thread**

Q: What will be the primary use for this environment. (Disaster Recovery, Applications, Systems, etc..)

10/9/2020 11:34 AM EDT

A: Per the event description Section 4. Project Description, "The Commonwealth requires data center colocation services from a qualified offeror to support its ongoing operations. Offerors shall propose a single data center location in Pennsylvania." The Commonwealth is looking to expand their current datacenter capacity via a secondary location in Pennsylvania (outside the Harrisburg area) to support its ongoing IT operations and hosted services.

10/13/2020 2:38 PM EDT

Event Summary - Data Center Services

Type	Request for Proposal	Number	6100050958
Stage Title	-	Organization	CommonwealthPA
Currency	US Dollar	Exported on	11/12/2020
Exported by	Thomas Schwartz	Payment Terms	-
Sealed Bid	Yes	Intend to Bid	Yes
Bid Total	0.00 USD		

Event Dates

Time Zone	EDT/EST - Eastern Standard Time (US/Eastern)
Released	-
Open	10/5/2020 3:30 PM EDT
Close	11/12/2020 1:00 PM EST
Sealed Bid	11/12/2020 1:00 PM
Question Submission Close	10/19/2020 1:00 PM EDT

Description

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

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

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

4. Project Description. The Commonwealth requires data center colocation services from a qualified offeror to support its ongoing operations. Offerors shall propose a single data center location in Pennsylvania.

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

6.SDB/VBE Participation. The Issuing Office and the Department of General Services' Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO) identified this procurement as potentially eligible for the setting of Small Diverse Business (SDB) and/or Veteran Business Enterprise (VBE) participation goals. However, after analyzing the solicitation for subcontracting opportunities and researching available SDB and/or VBE firms to perform commercially useful functions, the Issuing Office and BDISBO have determined that the SDB and/or VBE participation opportunities for the scope of work for this procurement are de minimis. Therefore, the Issuing Office and BDISBO have declined to set SDB or VBE participation goals for this procurement. In addition, there will be no points allocated toward SDB/SB participation for this procurement.

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

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

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

The Issuing Office does not consider questions to be a protest of the specifications or the solicitation.

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

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

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

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

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

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

16. Prime Contractor Responsibilities. The selected Offeror must perform the largest percentage of work as compared to its subcontractors and suppliers. Nevertheless, the contract will require the selected Offeror to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. Further, the Issuing Office will consider the selected Offeror to be the sole point of contact with regard to all contractual matters.

17. Proposal Contents.

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

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

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

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

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

The Issuing Office may further limit participation in the best and final offers process to those remaining responsible Offerors which the Issuing Office has determined to be within the top competitive range of responsive proposals. The Evaluation Criteria shall also be used to evaluate

the Best and Final offers. Price reductions offered through any online auction shall have no effect upon the Offeror's Technical Submittal.

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

20. Term of Contract. The term of the contract will commence on the Effective Date and will end in five (5) years with five (5) optional renewal years. The Issuing Office will fix the Effective Date after the contract has been fully executed by the selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The selected Offeror shall not start the performance of any work prior to the Effective Date of the contract, and the Commonwealth shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the Effective Date of the contract.

21. Notification of Selection for Contract Negotiations. The Issuing Office will notify all Offerors in writing of the Offeror selected for contract negotiations after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Issuing Office. Prior to execution of the contract resulting from the RFP, the selected Offeror must be registered in the Commonwealth of Pennsylvania's Vendor Master file. In order to register, Offerors must visit the Pa Supplier Portal at <https://www.pasupplierportal.state.pa.us/> or call the Customer Support Center at 877-435-7363.

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

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

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

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

26. Evaluation Criteria. The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. The following criteria will be used in evaluating each proposal:

A. Technical: The Issuing Office has established the weight for the Technical criterion for this RFP as 65% of the total points. Evaluation will be based upon the following: **Soundness of Approach, Offeror Qualifications, Available Facilities.** The final Technical scores are determined by giving the maximum number of technical points available to the proposal(s) with the highest raw technical score. The remaining proposals are rated by applying the Technical Scoring Formula set forth at the following webpage: [click here](#)

B. Cost: The Issuing Office has established the weight for the Cost criterion for this RFP as 35% of the total points. The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available. The remaining proposals are rated by applying the Cost Formula set forth at the following webpage: [click here](#)

C. Domestic Workforce Utilization: Any points received for the Domestic Workforce Utilization criterion are bonus points in addition to the total points for this RFP. The maximum amount of bonus points available is 3% of the total points for this RFP. To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those Offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. The Domestic Workforce Utilization Formula is at the following webpage: [Click here](#)

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

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

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

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

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

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

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

Stage Description

No description available.

Prerequisites

★ Required to Enter Bid

1 ★ Instructions To Supplier :

Responsibility to Review.

Certification

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



Supplier Must Also Upload a File:

No

Prerequisite Content:

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

Buyer Attachments

Data Center Services Technical Submittal	1 Data Center Services Technical Submittal.docx	../Attachments/1 Data Center Services Technical Submittal.docx
Appendix A, Offeror Project Reference	Appendix A Offeror Project Reference.docx	../Attachments/Appendix A Offeror Project Reference.docx
Appendix B, Proposed Personnel Project Experience	Appendix B Proposed Personnel Project Experience.docx	../Attachments/Appendix B Proposed Personnel Project Experience.docx
Appendix C, Personnel Summary Matrix	Appendix C Personnel Summary Matrix.docx	../Attachments/Appendix C Personnel Summary Matrix.docx
Appendix D, Service Level Agreements	Appendix D Service Level Agreements .docx	../Attachments/Appendix D Service Level Agreements .docx
Appendix E, SLA Methodology	Appendix E SLA Methodology.docx	../Attachments/Appendix E SLA Methodology.docx
Appendix F, Cost Submittal 10.13.2020	Appendix F Cost Submittal 10.13.2020.xlsx	../Attachments/Appendix F Cost Submittal 10.13.2020.xlsx
Appendix G, IT Contract Terms and Conditions	Appendix G IT Contract Terms and Conditions.docx	../Attachments/Appendix G IT Contract Terms and Conditions.docx

Questions

★ Supplier Response Is Required

RFP Questions

Group 1.1: Technical Questions

- 1.1.1 Please download, complete, and upload Data Center Services Technical Submittal from Buyer Attachments. ★
File Upload
1+Data+Center+Services+Technical+Submittal (DataBank).docx -
./SupplierAttachments/QuestionAttachments/1+Data+Center+Services+Technical+Submittal (DataBank).docx
- 1.1.2 Please download, complete, and upload Appendix A, Offeror Project Reference from Buyer Attachments.
File Upload
Appendix A Offeror Project Reference .docx - ./SupplierAttachments/QuestionAttachments/Appendix A Offeror Project Reference .docx
- 1.1.3 Please download, complete, and upload Appendix B, Proposed Personnel Summary Matrix from Buyer Attachments.
File Upload
Appendix B Proposed Personnel Project Experience .docx -
./SupplierAttachments/QuestionAttachments/Appendix B Proposed Personnel Project Experience .docx
- 1.1.4 Please download, complete, and upload Appendix C, Personnel Summary Matrix from Buyer Attachments.
File Upload
912541-995943116Appendix C Personnel Summary Matrix.docx -
./SupplierAttachments/QuestionAttachments/912541-995943116Appendix C Personnel Summary Matrix.docx
- 1.1.5 Any additional attachments in support of the technical submittal can be uploaded here. If multiple files are needed combine into a single document or create a .zip file combining the files into a single .zip file.
File Upload
Commonwealth of Pennsylvania Proposal Zip File.zip -
./SupplierAttachments/QuestionAttachments/Commonwealth of Pennsylvania Proposal Zip File.zip
- 1.1.6 I have read and fully understand the Service Level Agreements located in Appendix D. ★
Yes/No
Yes
- 1.1.7 This RFP is subject to the Information Technology Policies (ITPs) issued by the Office of Administration, Office for Information Technology found at <https://www.oa.pa.gov/Policies/Pages/itp.aspx>. All proposals must be submitted on the basis that all ITPs are applicable to this procurement. It is the responsibility of the Offeror to read and be familiar with the ITPs. Notwithstanding the foregoing, if the Offeror believes that any ITP is not applicable to this procurement, it must list all such ITPs in its technical response, and explain why it believes the ITP is not applicable. The Issuing Office may, in its sole discretion, accept or reject any request that an ITP not be considered to be applicable. The Offeror's failure to list an ITP will result in its waiving its right to do so later, unless the Issuing Office, in its sole discretion, determines that it would be in the best interest of the Commonwealth to waive the pertinent ITP.
Text (Multi-Line)

DataBank would like to discuss & negotiate further regarding the following points. Including but not limited to: Section 5 Subsection b (b) The Commonwealth and the Contractor specifically agree as follows: i. Written signature not required. No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable. ii. Validity; admissibility. The parties agree that no writing shall be required in order to make the Contract or Purchase Order legally binding, notwithstanding contrary requirements in any law or regulation. The parties hereby agree not to contest the validity or enforceability of the Contract executed electronically, 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 executed or 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. Section 17 Subsection e (e) Records. Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions Section 24 Subsection iii 24. DEFAULT. The Commonwealth may, subject to the provisions of Section 25, Notice of Delays, and Section 66, Force Majeure, 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 Section 28, Termination) the whole or any part of this Contract for any of the following reasons: iii. Unsatisfactory performance of the Services; Section 28 28. TERMINATION. (a) For Convenience. Th

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

File Upload

No response.

Group 1.2: Cost

- 1.2.1 Please use Appendix F, Cost Submittal from Buyer Attachments to submit your cost proposal for this procurement. Do not include any assumptions in your submittal. If you do, ★ your proposal may be rejected.

File Upload

11-9 Update - DB Pricing - Appendix F Cost Submittal .xlsx -
./SupplierAttachments/QuestionAttachments/11-9 Update - DB Pricing - Appendix F Cost Submittal .xlsx

Additional Required Documentation

Group 2.1: Standard Forms

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

File Upload

jz_signed_-_iran_free_procurement_certification_form.pdf -
./SupplierAttachments/QuestionAttachments/jz_signed_-_iran_free_procurement_certification_form.pdf

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

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

File Upload

JZ signed- Domestic+Workforce+Utilization+Certification+Form.doc -
./SupplierAttachments/QuestionAttachments/JZ signed- Domestic+Workforce+Utilization+Certification+Form.doc

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

- 2.1.3** Please download, complete, and attach the Trade Secret/Confidential Proprietary Information Notice. ★
File Upload
JZ Signed- TradeSecret_ConfidentialPropertyInfoNotice (3).pdf -
../SupplierAttachments/QuestionAttachments/JZ Signed- TradeSecret_ConfidentialPropertyInfoNotice (3).pdf
 Trade Secret/Confidential Proprietary Information Notice -
../Attachments/QuestionAttachments/TradeSecret_ConfidentialPropertyInfoNotice (002).pdf
- 2.1.4** Any Offeror who determines that it must divulge trade secrets or confidential proprietary information as part of its proposal must submit a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.
File Upload
No response.
- 2.1.5** Complete and sign the attached Lobbying Certification and Disclosure form (only applicable when federal funds are being used in the amount of \$100,000 or more). ★
File Upload
JZ Signed- BOP-1307+LOBBYING+CERTIFICATION+FORM.docx -
../SupplierAttachments/QuestionAttachments/JZ Signed- BOP-1307+LOBBYING+CERTIFICATION+FORM.docx
Lobbying Certification and Disclosure Form - ../Attachments/QuestionAttachments/BOP-1307 LOBBYING CERTIFICATION FORM.docx
- 2.1.6** Please download, complete and upload the COSTARS Program Election to Participate Form only applicable if the Offeror elects to permit COSTARS members to participate in the contract resulting from this RFP.

File Upload
No response.
COSTARS Election to Participate Form -
../Attachments/QuestionAttachments/COSTARSProgramContractorElectiontoParticipate REV
- 2.1.7** The Commonwealth has determined that this contract will be made available to external procurement activities. Further information can be found below in the attached file.
File Upload
No response.
External Procurement Activities - ../Attachments/QuestionAttachments/Participating Addendum with an External Procurement Activity.docx
- Group 2.2: Terms and Conditions**
- 2.2.1** By submitting a proposal, the Offeror does so on the basis of the attached contract terms and conditions contained in Buyer Attachments. ★
Yes/No
Yes
- Group 2.3: Offeror's Representation**
- 2.3.1** By submitting a proposal, each Offeror understands, represents, and acknowledges the attached representations and authorizations. ★
Yes/No
Yes
Offerors Representations and Authorizations - ../Attachments/QuestionAttachments/Offerors Representations and Authorizations.docx

2.3.2

By submitting a proposal, you represent that: (1) you are making a formal submittal in response to a procurement issued by the Commonwealth pursuant to the Procurement Code (62 Pa.C.S. Section 101 et seq.); (2) you are authorized to submit the information on behalf of the person or entity identified; (3) this electronic submittal is deemed signed by you and you are authorized to bind the person or entity identified to the terms of the solicitation and this submittal; and (4) all of the information submitted is true and correct to the best of your knowledge, information, and belief. Any false statements made by you in this submittal are subject to the penalties of 18 Pa.C.S. §4904 (relating to unsworn falsification to authorities).



Yes/No

Yes

Q&A Board

Subject = Migration

Public Thread

Q: If this is a phased migration, how many migration phases is the Commonwealth planning and what are the associated timelines for these phases?

Question added by: Richard Lehman

10/19/2020 12:31 PM EDT

A: The initial phase is expected to begin soon after the commencement of the contract (Q1 or Q2/2021). Timelines for any follow-on phases have not yet been defined.

Answered by: John Weikle

10/21/2020 2:24 PM EDT

Subject = Planning

Public Thread

Q: Does the Commonwealth need assistance with assessing, planning, designing and executing on their migration plan? If so, please provide an inventory list (make and model), cabling diagrams and/or rack elevations to help us understand the scope of the migration.

Question added by: Richard Lehman

10/19/2020 12:31 PM EDT

A: Specific details of the Commonwealth's migration plan will be available to the selected Offeror post award.

Answered by: John Weikle

10/21/2020 2:23 PM EDT

Subject = Data Center Services Technical Submittal, Section

Public Thread

Q: Regarding Section I-7, Additions to Standard Contract Terms and Conditions Objections, the Commonwealth requests Offerors to submit additional terms and conditions for inclusion and negotiation: "The Offeror will identify which, if any, of the terms and conditions contained in the Buyer Attachments section that it would like to negotiate and what additional terms and conditions the Offeror would like to add to the standard contract terms and conditions." In the last paragraph of this section, the Commonwealth provides a potentially conflicting statement that these objections and additions may not be considered: "Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the cost proposal, on the basis of the terms and conditions set out in the Terms and Conditions contained in the Buyer Attachment section. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in the Terms and Conditions contained in the Buyer Attachment section or to other provisions of the RFP." Please clarify what is meant by these two statements? Please confirm that the Commonwealth is willing to negotiate terms and conditions based on what the Offeror identifies as exceptions and additions to the standard terms and conditions provided.

Question added by: Collin Myers

10/19/2020 12:18 PM EDT

A: Offerors must submit their proposal with the assumption that the terms and conditions set for in the RFP will apply. The Commonwealth will negotiate the terms and conditions with the selected Offeror, but reserves the right to decline the selected Offeror's proposed changes.

Answered by: John Weikle

10/21/2020 2:22 PM EDT

Subject = Appendix E, SLA Methodology

Public Thread

Q: Regarding Appendix E, SLA Methodology, as the provider of Data Center collocation services, it is important that we have standardized SLAs, based on our collocation service definitions, incorporated into our contract to provide the most efficient service possible to all our clients. Will COPA accept an industry standard SLA framework to be incorporated into data center collocation specific terms and conditions?

Question added by: Collin Myers

10/19/2020 12:18 PM EDT

A: Offerors should base its proposal on compliance with the Commonwealth's SLA requirements in Appendices D, E. when responding. The Commonwealth is open to discuss alternative SLA frameworks during negotiation with the selected Offeror.

Answered by: John Weikle

10/21/2020 2:18 PM EDT

Subject = Appendix G, IT Contract Terms and Conditions**Public Thread**

Q: Regarding Appendix G, IT Contract Terms and Conditions, the Terms and Conditions supplied by COPA are IT Contract Terms and Conditions and therefore do not directly apply to data center colocation service providers. Would COPA be willing to use a standard data center colocation services specific contract to be included with the terms and conditions and have it govern with respect to any conflicts with the COPA IT terms and conditions? In addition, would the Commonwealth accept a request to have certain items in the IT contract terms and conditions be modified if they do not apply to the colocation services provided by the awarded colocation data center provider?

Question added by: Collin Myers

10/19/2020 12:17 PM EDT

A: Offerors must submit their proposal with the assumption that the terms and conditions set for in the RFP will apply. The Commonwealth will negotiate the terms and conditions with the selected Offeror, but reserves the right to decline the selected Offeror's proposed changes.

Answered by: John Weikle

10/21/2020 2:14 PM EDT

Subject = Disadvantaged Business**Public Thread**

Q: Is preference being granted to proposals that are in economically disadvantaged regions of the Commonwealth.

Question added by: Richard Lehman

10/19/2020 11:35 AM EDT

A: No. All Offerors proposals will be reviewed and evaluated with equal weight.

Answered by: John Weikle

10/21/2020 2:12 PM EDT

Subject = Contract**Public Thread**

Q: Does the Commonwealth have any remaining extensions remaining in their existing contract?

Question added by: Richard Lehman

10/19/2020 11:35 AM EDT

A: The current contract is a participating addendum which expires on June 30, 2021. The agreement can be extended for up to three (3) additional one (1) year renewals by the County of Fairfax, VA. If they choose to exercise, the Commonwealth of PA can also extend their participating addendum.

Answered by: John Weikle

10/21/2020 2:11 PM EDT

Subject = Timeline**Public Thread**

Q: What is the Commonwealth's intended migration timeline?

Question added by: Richard Lehman

10/19/2020 11:34 AM EDT

A: The Commonwealth will be looking to deploy this service soon after contract award. Offerors should include in their response an initial implementation schedule that supports a rapid turn up of services.

Answered by: John Weikle

10/21/2020 4:21 PM EDT

Subject = Ramp**Public Thread**

Q: What is the expected # of cabinets to be deployed Day 1? If there is a ramp, what is the expected timeline to reach

Question added by: Richard Lehman

10/19/2020 11:17 AM EDT

A: Specific information is not yet available but will be made available at the time of award. For planning purposes Offerors should use 24 Cabinets as the initial build.

Answered by: John Weikle

10/21/2020 4:19 PM EDT

Subject = Physical Security**Public Thread**

Q: Can the Commonwealth elaborate on the Physical Camera surveillance requirement?

Question added by: Richard Lehman

10/19/2020 11:17 AM EDT

A: Offerors should provide information on their camera surveillance system. The selected Offeror shall provide access reports and camera surveillance of the Commonwealth dedicated space and must be made available at the Commonwealth's request.

Answered by: John Weikle

10/21/2020 2:09 PM EDT

Subject = Certification**Public Thread**

Q: Does the underlying Data Center provider need to hold IRS Publication 1075, NIST, FedRamp, MUSL certifications or does the underlying provider need to support the Commonwealth's ability to keep and maintain these level of compliance through the methods, procedures, and governance of the Data Center provider?

Question added by: Richard Lehman

10/19/2020 11:16 AM EDT

A: Offerors must provide information on their current controls, certifications, and available SOC reports for their facility.

Answered by: John Weikle

10/21/2020 2:08 PM EDT

Subject = Fire Suppression**Public Thread**

Q: If alternative Fire Suppression can be provided – can the bidder supply additional suppression and mediation methods?

Question added by: Richard Lehman

10/19/2020 11:16 AM EDT

A: Offerors must include Fire Suppression in their proposed base offering. Any additional alternatives can be described in the Technical Submittal as Value-Added Services and included in Appendix F. Cost Submittal 5. Offered Options.

Answered by: John Weikle

10/21/2020 2:07 PM EDT

Subject = I-4 Requirements. B-3**Public Thread**

Q: How much First Right of Refusal Space will be required?

Question added by: Richard Lehman

10/19/2020 11:15 AM EDT

A: This information is not known at this time.

Answered by: John Weikle

10/21/2020 2:05 PM EDT

Subject = Power Circuit Provisioning**Public Thread**

Q: Can the commonwealth advise what power needs to be connected to each cabinet? (eg. 5 x 20A208V, 20 x 60A208V)

Question added by: Richard Lehman

10/19/2020 11:15 AM EDT

A: Specific power for rack information is not currently available. An example number of initial circuits can be found in Appendix F. Cost Submittal 3. Base Costs.

Answered by: John Weikle

10/21/2020 2:04 PM EDT

Subject = Timeline**Public Thread**

Q: When would the contract be awarded to the winner? When does this implementation need to start and finish – can the Commonwealth share the target dates for each of the increments? (date for initial 24cabinet, date for next 6, etc.)

Question added by: Richard Lehman

10/19/2020 11:14 AM EDT

A: Contract award is estimated to be late Quarter 2 of 2021. Each Offeror should propose a timeline for the build out of the dedicated space with their technical submittal. See Technical Submittal I-5.

Answered by: John Weikle

10/21/2020 1:58 PM EDT

Subject = Dedicated Space**Public Thread**

Q: If the bidder does not provide the cabinets will the Commonwealth be supply the Wright Line Cabinet part # JW963040 (96"H x 30"W x 40"D)? Are these cabinets a preference or requirement? Can larger cabinet be supplied 48u (24w X 48d) ?

Question added by: Richard Lehman

10/19/2020 11:14 AM EDT

A: The Wright Line cabinet is only a preference and is an option. Offerors can propose multiple alternative Cabinet options in Appendix F. Cost Submittal – Invited Options Tab

Answered by: John Weikle

10/21/2020 1:57 PM EDT

Subject = Floor Rating (Section 6, Page 9)**Public Thread**

Q: Please provide more detail on this requirement. Can the Commonwealth provide the weight of each cabinet or the average weight of cabinets?

Question added by: Richard Lehman

10/19/2020 11:13 AM EDT

A: The Commonwealth anticipates that there will be a mix of cabinets from a weight perspective. Specific cabinet weights are not available currently. A maximum weight may require a static load rating of 2,800 pounds. Offerors should provide information on their floor load ratings and how they if necessary, can support heavier more dense cabinets. The proposed cage space should be configured to include at minimum 50 % at the 2,800 lb. load rating.

Answered by: John Weikle

10/21/2020 1:48 PM EDT

Subject = Applications

Public Thread

Q: Are there any design preferences, advantages, or ramification, to the hosted applications based on proximity or latency to the application users or networked resources?

Question added by: Richard Lehman

10/19/2020 10:16 AM EDT

A: There are currently no specific design preferences. Offerors are encouraged to provide any advantages to their facility and related services.

Answered by: John Weikle

10/21/2020 1:47 PM EDT

Subject = Applications

Public Thread

Q: Q: What services/applications, or type of services, are intended to be hosted within the proposed facility?

Question added by: Richard Lehman

10/19/2020 10:15 AM EDT

A: This facility will host many of the Commonwealth's business applications and IT related services.

Answered by: John Weikle

10/21/2020 1:45 PM EDT

Subject = Financial Model and Compute/Server/Networking

Public Thread

Q: 1. On the terms of budgeting, is this RFP expected to be 100% OPEX or would there be a mix of CAPEX and OPX? If so, what would be the expected mix? 2. As stated in Section 5 of the Technical Submittal. As a part of the initial 24 racks, is there corresponding compute and/or storage and/or networking requirement?

Question added by: Kristee Blanciak

10/16/2020 1:51 PM EDT

A: Offerors should review Appendix F. Cost Submittal to gain an understanding of how this contract will be structured from a cost perspective. Any corresponding compute and/or storage and/or networking components are not within the scope of this RFP.

Answered by: John Weikle

10/21/2020 1:44 PM EDT

Subject = Contracts

Public Thread

Q: Is The Commonwealth of PA willing to review and execute the vendors NDA so we can share our compliance reports?

Question added by: Joe Cudzic

10/16/2020 12 59 PM EDT

A: Offeror's should indicate in their responses what compliance reports are available for review and if a NDA is required for each report.

Answered by: John Weikle

10/21/2020 1:41 PM EDT

Subject = Contracts

Public Thread

Q: Is it a requirement to use The Commonwealth of PA's contract or are you willing to review and execute the vendors MSA contract?

Question added by: Joe Cudzic

10/16/2020 12 58 PM EDT

A: The selected Offeror and the Commonwealth will negotiate a contract based on the RFP and the selected Offerors response to this RFP.

Answered by: John Weikle

10/21/2020 4:18 PM EDT

Subject = Remote Hands

Public Thread

Q: Regarding remote hands services, what are your specific requirements?

Question added by: Joe Cudzic

10/16/2020 12 58 PM EDT

A: Offerors' Remote and/or Smart Hands services should provide the Commonwealth with 24/7/365 onsite technical personnel to support several different tasks including but not limited to: cabling and installation support, remote troubleshooting, etc. Offerors are encouraged to describe their service offerings for Remote/Smart Hands support.

Answered by: John Weikle

10/21/2020 1:37 PM EDT

Subject = Compliance**Public Thread**

Q: Regarding Multi-State Lottery Association (MUSL) Rule 2, are you willing to consider a data center provider that has SOC reports aligned with NIST 800-53 special publication (SP) controls as well as the Federal Information Systems Management Act (FISMA) moderate assessment level?

Question added by: Joe Cudzik

10/16/2020 12:57 PM EDT

A: Yes. Responses to this RFP that do not meet MUSL Rule 2 requirements will be considered – however, vendors should clearly mark whether they are able to meet MUSL Rule 2 requirements or not.

Answered by: John Weikle

10/21/2020 1:35 PM EDT

Subject = Compliance**Public Thread**

Q: Regarding FedRamp, are you willing to consider a data center provider that has SOC reports aligned with NIST 800-53 special publication (SP) controls as well as the Federal Information Systems Management Act (FISMA) moderate assessment level – which FedRamp controls are based upon?

Question added by: Joe Cudzik

10/16/2020 12:57 PM EDT

A: Offerors must provide information on their current controls, certifications, and available SOC reports for their facility.

Answered by: John Weikle

10/21/2020 1:31 PM EDT

Subject = Compliance**Public Thread**

Q: We currently host and provide services for many government clients that require criminal Justice Information System (CJIS) Compliance – what type of physical security controls do you need?

Question added by: Joe Cudzik

10/16/2020 12:57 PM EDT

A: Offeror's should review the CJIS Security Policy <https://www.fbi.gov/services/cjis/cjis-security-policy-reso-urce-center>. Additionally, Offeror's should plan to construct the dedicated cage area to prevent unauthorized access which includes having the cage walls built from subfloor to ceiling (or add a ceiling to the caged area) so that someone cannot climb over the walls or under a raised floor. Sample Excerpt from Policy (link above) 5.9 Policy Area 9: Physical Protection Physical protection policy and procedures shall be documented and implemented to ensure CJI and information system hardware, software, and media are physically protected through access control measures. 5.9.1 Physically Secure Location A physically secure location is a facility, a criminal justice conveyance, or an area, a room, or a group of rooms within a facility with both the physical and personnel security controls sufficient to protect CJI and associated information systems. The physically secure location is subject to criminal justice agency management control; SIB control; FBI CJIS Security addendum; or a combination thereof. Sections 5.9.1.1 – 5.9.1.8 describe the physical controls required in order to be considered a physically secure location, while Sections 5.2 and 5.12, respectively, describe the minimum security awareness training and personnel security controls required for unescorted access to a physically secure location. Sections 5.5, 5.6.2.2.1, and 5.10 describe the requirements for technical security controls required to access CJI from within the perimeter of a physically secure location without AA.

Answered by: John Weikle

10/21/2020 1:29 PM EDT

Subject = Compliance**Public Thread**

Q: Regarding ISO 27001, are you willing to consider a data center provider that has SOC reports aligned with NIST 800-53 special publication (SP) controls– which ISO 27001 controls are based upon?

Question added by: Joe Cudzik

10/16/2020 12:56 PM EDT

A: Offerors must provide information on their current controls, certifications, and available SOC reports for their facility.

Answered by: John Weikle

10/21/2020 1:17 PM EDT

Subject = Time Frame		Public Thread
Q: What is the estimated timeframe to have the new data center environment ready for use?	Question added by: Joe Cudzik	10/16/2020 12 55 PM EDT
A: Currently the estimated date for a new data center environment usage is late Quarter 2 of 2021.	Answered by: John Weikle	10/21/2020 1:16 PM EDT
Subject = Time Frame		Public Thread
Q: What is the estimated time frame for vendor selection?	Question added by: Joe Cudzik	10/16/2020 12 55 PM EDT
A: Currently the estimated date for vendor selection is early Quarter 1 of 2021.	Answered by: John Weikle	10/21/2020 1:15 PM EDT
Subject = Data Center		Public Thread
Q: Will there be an upcoming RFP to provide servers/storage/private cloud solutions for inside the new colocation/cage space?	Question added by: Joe Cudzik	10/16/2020 12 54 PM EDT
A: This question is not relevant to the requirements of this RFP.	Answered by: John Weikle	10/21/2020 1:13 PM EDT
Subject = Data Center		Public Thread
Q: What is your current DR strategy?	Question added by: Joe Cudzik	10/16/2020 12 53 PM EDT
A: As it pertains to this procurement, the Commonwealth requires a secondary data center facility (this RFP) to host private cloud services and public cloud on ramp services. This facility may also provide redundant network core services.	Answered by: John Weikle	10/21/2020 1:11 PM EDT
Subject = Data Center		Public Thread
Q: What is your current cloud strategy?	Question added by: Joe Cudzik	10/16/2020 12 53 PM EDT
A: As it pertains to this procurement; the Commonwealth requires Offerors to include cloud on-ramp connectivity services to the major Cloud Service Suppliers (CSPs) from your proposed facility.	Answered by: John Weikle	10/21/2020 1:09 PM EDT
Subject = Distance		Public Thread
Q: As the minimum distance is 75 miles for the new data center from the existing data center, what is the maximum distance?	Question added by: Joe Cudzik	10/16/2020 12 52 PM EDT
A: The maximum distance for a data center location per the requirements is within the boundaries of the Commonwealth of PA.	Answered by: John Weikle	10/21/2020 1:07 PM EDT
Subject = Data Center		Public Thread
Q: Is the current Commonwealth of PA data center hosted in a Commonwealth of PA owned facility or a 3rd party?	Question added by: Joe Cudzik	10/16/2020 12 52 PM EDT
A: The current Commonwealth PA data center is owned by the Commonwealth.	Answered by: John Weikle	10/21/2020 1:06 PM EDT
Subject = COSTARS		Public Thread
Q: Is it a requirement for the vendor to be part of COSTARS to participate in the RFP?	Question added by: Joe Cudzik	10/16/2020 12 50 PM EDT
A: No. COSTARS participation on this RFP is optional.	Answered by: John Weikle	10/21/2020 1:04 PM EDT
Subject = Facility Requirements		Public Thread

Q: Regarding RFP G. Facility Requirements 5. Dedicated Space d. - Pg. 6, "The Offeror shall grant the Commonwealth first right of refusal on adjacent open floor space to support for future growth." - Please provide the space and power requirements for the adjacent space. How much capacity is required?

Question added by: Collin Myers

10/15/2020 8:48 AM EDT

A: The size and requirements for incremental space are currently unknown. Offerors should explain how they would accommodate a request for additional space in the proposed facility.

Answered by: John Weikle

10/16/2020 10 03 AM EDT

Subject = Facility Requirements

Public Thread

Q: Regarding RFP G. Facility Requirements 5. Dedicated Space - Pg. 6, Please provide a definition of "Reserve Power"? Does this mean the amount of power capacity provisioned to your data center space that would be incorporated into the Commonwealth's monthly base rent?

Question added by: Collin Myers

10/15/2020 8:47 AM EDT

A: Reserve Power would be the amount of power capacity provisioned to the data center space that would be incorporated into the Commonwealth's monthly base rent. The Commonwealth requests the following tiered structure for monthly rent purposes (Reserve Power tiers: 120kW, 150kW, 175kW, 200kW, 225kW, 250kW). See also Appendix F Cost Submittal 3.Base Cost for monthly cost calculation.

Answered by: John Weikle

10/16/2020 10 02 AM EDT

Subject = Facility Requirements

Public Thread

Q: Regarding RFP G. Facility Requirements 5. Dedicated Space - Pg. 6, Please provide confirmation of your deployment schedule of the 50 cabinets. Does the Commonwealth require the full 50 cabinet cage on day one or a 30 cabinet cage with a right of first offer on the adjacent space for the additional 20 cabinets?The RFP states in years 1-5 pricing is requested for 30 cabinets. Then in option period years 6-10, pricing for only an additional 10 is requested for a total of 40 cabinets.

Question added by: Collin Myers

10/15/2020 8:46 AM EDT

A: The Commonwealth requires the initial cage area to be built out to support up to the full 50 Cabinets. The Commonwealth is then looking for a ramp up pricing schedule for that space (see cost per tier for that cage space in the following stages 24, 30, 35, 40, 45, 50 in Appendix F Cost Submittal; 3.Base Cost). The actual deployment schedule for adding cabinets up to the total of 50 is still in the planning stage and not available currently. The pricing for the 30 Cabinets for years 1 – 5 in Appendix F Cost Schedule 6. Summary and the 40 cabinets in Years 6 – 10 is representative for evaluation purposes only and may not be indicative of the actual cabinet installation schedule.

Answered by: John Weikle

10/16/2020 10 01 AM EDT

Subject = Network Service Options?

Public Thread

Q: The Commonwealth outlined in the technical document under H that they would require 3 network providers. Would the Commonwealth entertain a Managed Internet solution from the vendor that meets the physical path, Gig capacity & security requirements while providing physical & carrier redundancy as an additional option?

Question added by: Tyal Prince

10/14/2020 2:40 PM EDT

A: Yes, the Internet Service can be proposed as stated. As for direct network connectivity (e.g. between the Harrisburg Data Center and the Offerors Data Center) the Commonwealth requires access to multiple network service providers as well diverse physical access into your facility.

Answered by: John Weikle

10/15/2020 7:49 AM EDT

Subject = Cabinet Size?

Public Thread

Q: Within Tab 4 of Appendix F you listed 96" H x 30" W x40" Cabinets (52u). Is this a requirement or would the Commonwealth look at 42U cabinet options also?

Question added by: Tyal Prince

10/14/2020 2:30 PM EDT

A: The Commonwealth currently uses the Wright Line Cabinet specified as a 96"H x30"W x40"D (52U) part # JW963040. If that model is available, then provide a price for that. Also, any additional alternatives proposed should be in the 52U height category.

Answered by: John Weikle

10/15/2020 7:48 AM EDT

Subject = Supplier Diversity Goals?

Public Thread

Q: Will the Commonwealth of Pennsylvania be evaluating Supplier Diversity goals such as Woman-Owned, Minority-Owned or Small Business?

Question added by: Tyal Prince

10/13/2020 3:36 PM EDT

A: No, there will not be an evaluation of Supplier diversity goals. Please refer to event description Section 6. SDB/VBE Participation.

Answered by: John Weikle

10/14/2020 8:24 AM EDT

Subject = Location requirement

Public Thread

Q: Today the Commonwealth uses facilities located outside of the state in New York and Virginia for example. Is the in state location a hard requirement?

Question added by: Scott Swope

10/13/2020 3:04 PM EDT

A: It is a requirement of this RFP to propose a data center solution in the Commonwealth of Pennsylvania.

Answered by: John Weikle

10/14/2020 8:23 AM EDT

Subject = Data Center Location Requirement

Public Thread

Q: Under Section I-4.B.2 it states that 'The Offeror's data center facility must be a minimum distance of 75 miles from the Commonwealth's primary Enterprise Data Center..' Why is the distance 75 miles? And would the Commonwealth consider amending this to 50 miles?

Question added by: Chuck Carlin

10/13/2020 1:56 PM EDT

A: The Commonwealth minimum requirement for geodiversity between data centers is 75 miles.

Answered by: John Weikle

10/14/2020 8:22 AM EDT

Subject = Uptime Certification

Public Thread

Q: Regarding RFP Section C, Pg. 4, Can the Commonwealth clarify whether or not Uptime certification is needed, or if simply meeting the requirement of Tier III (concurrently maintainable) is acceptable?

Question added by: Collin Myers

10/13/2020 11 08 AM EDT

A: While official Uptime Institute certification is desirable, it is not an absolute requirement. That said, each Offeror should indicate how they meet and maintain a Tier III classification level or above in alignment with the tiering

Answered by: John Weikle

10/13/2020 2:43 PM EDT

Subject = Appendix F - Cost Submittal

Public Thread

Q: The Appendix F - Cost Submittal spreadsheet tabs 3, 4, and 5 are password protected and cannot be edited; can the Commonwealth please provide an updated Appendix F that is editable so bidders can populate pricing/cost information?

Question added by: Collin Myers

10/12/2020 11 58 AM EDT

A: The event has been amended to allow for vendors to propose cost in the appropriate fields.

Answered by: John Weikle

10/13/2020 2:42 PM EDT

Subject = Multi-award?

Public Thread

Q: Is this a single or multi-award RFP?

Question added by: Gerald Rutledge

10/9/2020 12:10 PM EDT

A: This is RFP will be awarded to a single vendor.

Answered by: John Weikle

10/13/2020 2:39 PM EDT

Subject = Co-Environment Use

Public Thread

Q: What will be the primary use for this environment. (Disaster Recovery, Applications, Systems, etc..)

Question added by: Jim Harding

10/9/2020 11:34 AM EDT

A: Per the event description Section 4. Project Description, "The Commonwealth requires data center colocation services from a qualified offeror to support its ongoing operations. Offerors shall propose a single data center location in Pennsylvania." The Commonwealth is looking to expand their current datacenter capacity via a secondary location in Pennsylvania (outside the Harrisburg area) to support its ongoing IT operations and hosted services.

Answered by: John Weikle

10/13/2020 2:38 PM EDT

6100050958 DATA CENTER SERVICES TECHNICAL SUBMITTAL

I-1. Statement of the Project.

Offerors shall state in succinct terms their understanding of the Project presented and the Services required by this RFP.

Offeror Response

DataBank discovered the Data Center Services bid on October 5th, 2020. After reviewing the solution, challenges, objectives & asking several qualifying questions DataBank has concluded the Commonwealth of Pennsylvania (COPA) is searching for a colocation facility to build a more dynamic Data Center & Cloud environment while maintaining optimal security & compliance.

I-2. Qualifications.

A. Company Overview. Describe in narrative form the corporate history and relevant experience of the corporation and any subcontractors. Provide detail information on the ownership of the company (names and percent of ownership), the date the company was established, the date the company began operations, the physical location of the company, and the current size of the company. Provide a corporate organizational chart.

Describe your corporate identity, its legal status, and include the name, address, telephone number, and email address for the legal entity that is submitting the proposal. In addition, provide the name of the principal officers, a description of its major services, and any specific licenses and accreditations held by the Offeror.

Provide similar organizational background information on any significant subcontractor for services. A significant subcontractor is defined as an organization undertaking more than ten (10%) on the total cost basis of the work associated with this RFP.

If an Offeror is proposing to use the services or products of a subsidiary or affiliated firm, the Offeror must describe the business arrangement with that entity and the scope of the services the entity will provide.

Offeror Response

DataBank was founded in 2005 in the Federal Reserve building in Dallas, Texas. DataBank has grown to 20 Data Center in 9 strategic markets over the past 15 years while providing a FedRAMP Cloud service across the world. DataBank is owned by Digital Bridge LLC under the Digital Colony investment firm within Colony Capital Inc's umbrella. DataBank has grown to over 300 employees led by CEO Raul Martynek. Pending regulatory approval, DataBank has recently acquired the Data Center assets of Zayo Inc (zColo). This will grow DataBank's footprint to 65 Data Centers in 29 markets across the United States & Europe which positions DataBank as one of the largest privately held Data Center providers in North America.

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DataBank is a Limited Liability Partnership under Digital Bridge LLC headquartered at 400 S Akard St Suite 100 Dallas, TX 75202. DataBank can be reached via phone at 214.720.2266, via fax at 469.522.2518 & via email at support@databank.com. DataBank is led by Chief Executive Officer Raul K. Martynek, Chief Financial Officer Kevin Ooley, Chief Technology Officer Vlad Friedman & Chief Information Security Officer Mark Houpt. DataBank is also a FedRAMP Moderate authorized Infrastructure-as-a-service & Platform-as-a-service Cloud provider. DataBank also operates several of their data centers to FISMA certifications including our PIT2 Data Center proposed in this bid.

DataBank provides 24/7/365 on-site staff at our Data Center facilities & also provides dedicated Data Center security staffing from BCS Data Center Operations at our PIT2 Data Center at 35 Summit Park Ave Pittsburgh, PA 15275. BCS has been apart of DataBank's operations for over 1 year & has deep experience not only in the Data Center industry itself, but most importantly experience at our PIT2 Data Center in security & technical operations.

- B. Prior Experience.** Offerors shall describe their experience in providing data center management services to public sector organizations of similar size and complexity to this project. Experience shown shall include work performed by individuals who will be assigned to this Project, as well as that of your company. Offerors shall describe prior experience for at least three (3) completed projects of similar size and complexity. Offerors shall provide the requested information by completing **Appendix A, Offeror Project Reference**.

Additionally, Offerors shall state whether any of the following have occurred on any project for which the Offeror was the Prime Contractor:

1. During the last five (5) years, the Offeror has had a contract terminated for default, or for cause. If so, the Offeror shall submit full details including the other party's name, address, and telephone number.

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2. During the last five (5) years, the Offeror has been assessed any liquidated damages under any of their existing or past contracts. If so, indicate the reason for the imposition of liquidated damages, and the liquidated damages amount of each incident.
3. During the last five (5) years, the Offeror, a subsidiary or intermediate company, parent company or holding company was the subject of any order, judgment or decree of any federal or state authority barring, suspending or otherwise limiting the right of the Offeror to engage in any business, practice or activity, or if trading in the stock of the companies has ever been suspended. If so, the Offeror shall submit full details including dates.

Offeror Response

DataBank has over 15 years of experience managing Enterprise Data Centers across the United States. DataBank has over 15 years of experience in highly compliant FISMA Data Center services for Banking, Government & Defense organizations.

Specifically, at PIT2 proposed in this bid, DataBank's anchor client is [REDACTED] where DataBank provides colocation service to [REDACTED] of the facility. [REDACTED] is a publicly acknowledged client but would not consent to be used as a contact reference for this bid. [REDACTED] does consent to being acknowledged being a DataBank customer & does consent to the successful project of [REDACTED] becoming our colocation customer. DataBank has provided 4 additional project references in **Appendix A, Offeror Project Reference** such as [REDACTED].

1. No, DataBank has not.

2. No, DataBank has not.

3. No, DataBank has not.

- C. **Personnel.** Describe in narrative form the number of executive and professional personnel who will be engaged in the work and indicate where these personnel will be physically located during the time they are engaged in the Project. For Key Personnel, include the employee's name, and a resume, limited to three (3) or fewer pages, outlining the Project personnel's education and experience in data center management; for Remote Hands Staff, include at least two other representative resumes of staff who will work on this project. Use **Appendix B, Proposed Personnel Project Experience** to record relevant project references for Key Personnel; use **Appendix C, Personnel Summary Matrix** to indicate the responsibilities, company tenure, and qualifications for all personnel on this Project.

Key Personnel

1. **Account Manager (Key Personnel).** The Account Manager will coordinate and manage all Offeror assets and resources related to provision of the services in this Technical Submittal and will be the main

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point of contact for all contract issues between the Commonwealth and the selected Offeror. The Account Manager must be a full-time employee of the selected Offeror's company and shall not be reassigned during the Contract period without sixty (60) calendar days' prior written notice and consent of the Commonwealth's Chief Technology Officer (CTO) or an appointed designee. The qualifications for the Account Manager include, but are not limited to:

- a. At least ten years of experience in the maintenance and management of enterprise data centers
- b. Project Management Professional (PMP) Certification, preferred
- c. ITIL Foundations Certification (V3 or 4), preferred

2. **Service Delivery Manager (Key Personnel).** The Service Delivery Manager will manage all assets and resources related to the day to day

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operation of the selected Offeror's data center facility. The qualifications for the Account Manager include, but are not limited to:

- a. At least five years of experience in the maintenance and management of enterprise data centers
- b. ITIL Foundations Certification (V3 or 4), preferred

3. **Remote Hands Staff.** The qualifications for the Remote Hands staff include, but are not limited to:

- a. At least three years of experience in the maintenance and management of enterprise data centers
- b. CJIS certification to work with Criminal Justice Information (CJI)

Offeror Response

Provided in Appendix B, Proposed Personnel Project Experience & in Appendix C, Personnel Summary Matrix.

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

1. Name of subcontractor;
2. Primary contact name and email;
3. Address of subcontractor;
4. Description of services to be performed;
5. Number of employees by job category assigned to this project; and
6. Resumes, as described in I-2. C. Personnel.

Offeror Response

DataBank subcontracts additional staff at our PIT2 Data Center below:

1. BCS Data Center Operations
2. [REDACTED]
3. 35 Summit Park Dr Pittsburgh, PA 15275
4. Data Center Security, Staff & Operations.
5. 9 employees.

I-3. **Financial Capability.** Describe your company's financial stability and economic capability to perform the contract requirements. The Commonwealth reserves the right to request additional information to evaluate an Offeror's financial capability.

Offeror Response

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DataBank is funded by over 1,500 customers & through our parent investment firm Digital Bridge LLC through a Real Estate Investment Trust (REIT). Financial information can be provided upon request.

I-4. Requirements. Please describe how your company will comply with the following requirements.

A. Ownership. The Offeror shall disclose its ownership status for the proposed facility, i.e., 100% owned by Offeror, X% owned by Offeror, or leased by Offeror.

Offeror Response

DataBank 100% owns 17 acres of land on Summit Park Drive in Pittsburgh which houses the 7-acre Data Center campus at 35 Summit Park Drive where PIT2 is located at. This 17 acre & 115,00 sqft Data center was purchased through a lease buyback agreement with

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B. Location.

1. The Offeror must provide a data center facility located within the Commonwealth of Pennsylvania.
2. The Offeror's data center facility must be a minimum distance of 75 miles from the Commonwealth's primary Enterprise Data Center (EDC) located at the Commonwealth Technology Center (CTC); 1 Technology Park, Harrisburg, PA 17110.
3. The Offeror shall supply dedicated secure space in the facility.
4. The Offeror shall provide the Commonwealth first right of refusal on adjacent open floorspace, allowing for future growth of Commonwealth cabinets.
5. The Offeror shall provide, within Commonwealth-dedicated space, a configuration to support compliance with the certifications in **I-4.C. Certifications and Compliance.**

Offeror Response

DataBank's PIT2 Data Center is located at 35 Summit Park Dr Pittsburgh, PA 15275 approximately 217 miles away from 1 Technology Park, Harrisburg, PA 17110. DataBank will be providing a dedicated secure space to COPA. DataBank will provide the first right on refusal on adjacent open floorspace. DataBank will provide COPA with space compliant with the certifications in I-4.C. Certifications and Compliance.

C. Certifications and Compliance.

1. **Uptime Certification.** The Offeror shall describe data center standards and processes which ensure N+1 fault tolerance and, at a minimum, 72-hour power outage protection. The Offeror shall indicate the Uptime Institute™ tier rating and supply documentation of all uptime certifications, e.g., Uptime Institute™ Tier III, as available.

Offeror Response

DataBank operates PIT2 to a N+1 standard & maintains the Data Center to meet Tier III standards by the Uptime Institute™. Additionally, DataBank maintains a FISMA certification at PIT2.

2. **SOC Audits.** The selected Offeror shall complete an annual audit, using independent CPA-certified auditors to examine criteria such as security, availability, processing integrity, confidentiality, privacy, controls related to financial reporting and cybersecurity, and security best practices for protecting information and managing risk. The Offeror shall provide the following audit reports or certifications SOC 1 Type II and SOC 2 Type II audit reports as outlined in [Information Technology Policy \(ITP\) - BUS011B](#)

Offeror Response

DataBank performs annual SOC audits & this can be provided to COPA upon request &

NDA.

- 3. Other Certifications** - The Offeror shall describe physical, network, and process security procedures to ensure compliance with the following certifications. The Offeror shall supply documentation of certification, as available.
 - a.** ISO 27001 certification which demonstrates Offeror security best practices for protecting information and managing risk.

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- b. PCI-DSS audit report with respect to a set of security standards designed to ensure that ALL companies that accept, process, store or transmit credit card information maintain a secure environment.
- c. HIPAA audit report with respect for controls used by Offeror for protecting sensitive patient data.
- d. Criminal Justice Information System (CJIS) Compliance
- e. IRS Publication 1075 Compliance
- f. National Institute of Standards and Technology (NIST) procedures for Commonwealth data protection as outlined in [ITP-SEC019 Policy and Procedures for Protecting Commonwealth Electronic Data.](#)
- g. [FedRamp](#) service provider
- h. Multi-State Lottery Association (MUSL) Rule 2 standards.
- i. Offerors are encouraged to list other relevant certifications if not addressed above.

Offeror Response

In leveraging our co-location services offering, DataBank maintains the physical access controls to its data center facilities which includes biometric access controls, onsite security guard forces, CCTV coverage over all common areas, mantraps, dedicated cages, physical segregation, and more. DataBank also is a FedRAMP Moderate authorized Infrastructure-as-a-service & Platform-as-a-service Cloud provider. DataBank maintains PIT2 to meet FISMA compliance certifications.

a. DataBank meets NIST 800-53 which is an extended security measure of ISO 27001. We also meet Federal Information Security Management Act (FISMA) certification requirements include the following:

- Information System Inventory: FISMA requires every agency to maintain an inventory of all systems and their integrations in use.
- Risk Categorization: FIPS 199 documents how an agency categorizes their risk and security requirements. Each agency is responsible for maintaining the highest level of security necessary per this document.
- System Security Plan: FISMA requires that each agency have a security plan in place and a process to make sure the plan is updated regularly.
- Security Controls: NIST 800-53 defines 20 security controls that each agency must implement to be FISMA compliant.
- Risk Assessments: Any time an agency makes a change to their systems, they are required to perform a three-tiered risk assessment using the Risk Management Framework (RMF).
- Certification and Accreditation: FISMA requires each agency to conduct yearly security reviews. Agencies must demonstrate they can implement, maintain, and monitor systems to be FISMA compliant.

b. DataBank meets PCI-DDS compliance & performs audits at PIT2 to meet this standard.

c. DataBank meets HIPAA compliance & performs audits at PIT2 to meet this standard

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d. DataBank upholds NIST standards to meets or exceeds FBI, State Identification Bureaus as well as CJIS Systems Agency, the Criminal Justice Information Services (CJIS) Security Policy mandates.

e. DataBank meets IRS Publication 1075 Compliance

f. DataBank meets National Institute of Standards and Technology (NIST) certification outlined in answer (a.) within our FISMA certification requirements.

g. DataBank also is a FedRAMP Moderate authorized Infrastructure-as-a-service & Platform-as-a-service Cloud provider.

h. DataBank meets a. Multi-State Lottery Association (MUSL) Rule 2 standards.

i. DataBank meets Federal Information Security Management Act Compliance (FISMA) at our PIT2 Data Center along with NIST 800-53. DataBank also meets NIST 800-171 compliance.

- D. Physical Security.** The selected Offeror shall provide data center security that adheres to industry standard physical security guidelines as follows:
1. Data center security should use separate staff and customer security levels and multiple authentication points to control access and maintain a secure facility.
 2. The proposed facility should maintain a professional security staff and possess secure badge and biometric options for monitoring, logging, and reporting of access.
 3. Facility policies and services must allow admittance of Commonwealth personnel and contractors as requested by the Commonwealth.
 4. The selected Offeror shall provide access reports and camera surveillance to Commonwealth dedicated space must be made available at the Commonwealth's request.

Offeror Response

1. DataBank provides additional separate Data Center security staff contracted through BCS Data Center Operations outlined in Appendix B, Proposed Personnel Project Experience & in Appendix C, Personnel Summary Matrix.

2. DataBank operates under a strategic COVID-19 protocol to meet our COVID-19 compliance that requires masks at all times in the Data Center, temperature checks at point of entry, authorized sign-ins & multi-factor authentication onto the campus, facility & data center space.

3. DataBank's PIT2 Campus built on a 7-acre plot of our 17 acres of land. The perimeter of the lot is protected by a 10-foot secure perimeter fence. Security fences with ram barrier protection specifications typically have a K rating of K4, K8, and K12. The fence and gate you see around the property are rated as a K8 battier that will stop a 15,000-pound vehicle traveling at 40MPH. A security gate with authorized access is the only option onto the 7-acre campus.

4. Physical badging or security authorization is required to enter the campus. Physical badging & security authorizations are required to enter the data center. Physical badging is

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required entering the elevator. Physical badging is required onto the data center floor. Last, optional physical or biometric access into the caged environment.

5. DataBank will allow admittance of Commonwealth personnel and contractors as requested by the Commonwealth.

6. Camera surveillance to the Campus, Data Center & Floor can be provided upon request. Databank maintains CCTV footage of all common areas for a [REDACTED] retention

E. Availability. The Offeror shall ensure high availability with the following actions:

1. Provide a data center facility with redundancy of critical infrastructure components such as UPS, generator, power sources, power distribution systems, cooling systems, rack mounted power distribution units, and network peering circuits.
2. Provide a data center facility that meets or exceeds Uptime Institute (UI) Tier III standards as described in **C1. Uptime Certification**.
3. Certify that all capacity components are redundant and concurrently maintainable.

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4. Maintain a minimum of 24 hours of generator fuel onsite (72 hours preferred) to sustain operations and demonstrate the capability to refuel during periods of extended power outages.

Offeror Response

1. DataBank provides diverse levels of availability at our PIT2 Data Center listed below:

- Utility – 2N
- ATS/Switch Gear – 2N
- Generator – N+1
- UPS – 2N
- Power Design – 2N
- Cooling Design – N+1

2. DataBank operates our PIT2 Data Center facility to meet a Tier III standard from the Uptime Institute (UI).

3. Stated in answer 1 above.

4. DataBank has [REDACTED] on-site with a [REDACTED] capacity. DataBank provides over [REDACTED] of generator fuel onsite & performs the capabilities to refuel during extended power outages with our 24/7/365 staff. In regard to cooling, DataBank has [REDACTED] of chilled water storage on-site within a cooling tower yard.

- F. **Service Level Agreements.** The selected Offeror shall meet the service level agreements as described in **Appendix D, Service Level Agreements** and **Appendix E, SLA Methodology**.

Offeror Response

DataBank offers a robust SLA offering outlined in the attached document labeled "DataBank SLA 2020_0701"

- G. **Facility Requirements.**

1. **Energy Efficiency.**

The Offeror shall supply a highly efficient data center facility that leverages innovative technology and favorable environmental conditions to reduce energy consumption. Please describe your energy efficiency features.

Offeror Response

Databanks power distribution design is built to be efficient as well as providing the most redundant design possible for highly available and stable power draw without the need of excessive equipment. The facility is designed to operate at a [REDACTED] on whole facility load.

2. **Enclosures and Finishes.**

The Offeror shall use materials that are consistent with UI Tier III best

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practices for data center for flooring, paints, and ceilings. Please describe your enclosures and finishes.

Offeror Response

DataBank operates PIT2's Data Center space to a Tier III design with flooring, paints & ceiling requirements. DataBank provides [REDACTED] raised floor tile flooring, white painted walls to maintain cooling on the data center space & a [REDACTED] ceiling to provide adequate air density to maximize cooling.

3. Fire Suppression.

The Offeror data center must have a clean agent fire suppression system as its primary fire suppression mechanism. Please describe your fire suppression system.

Offeror Response

Databank deploys a dual interlocking pre-action dry pipe fire suppression system. Databank also utilizes a multizone VESDA system for fire detection. [REDACTED]

4. Physical Access.

The Offer shall provide authorized Commonwealth personnel 24 hours per day, seven days per week, 365 days per year access to the Commonwealth resources contained in the colocation area of the data center facility. Please confirm 24/7/365 physical access.

Offeror Response

DataBank provides access 24 hours every day, 7 days per week, 365 days per year physical access & smart/remote hands access.

5. Dedicated Space.

The Offer shall provide dedicated space in the proposed facility that includes a secure cage, ladder racks, minimum two factor secure access, 120/208 VAC PDU (Volts Alternating Current; Power Distribution Unit)

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busway access, and network access for up to 50 cabinets. If the selected Offeror provides space to COSTARS entities, that space must be outside of the Commonwealth dedicated space as defined in this section and cannot be a shared resource unless otherwise approved by the Office of Administration. The dedicated cage area must be configured to support a ramp up in the number of cabinets and capacity for Reserve Power.

- a. A cage that support a 50 Cabinet capacity (assume cabinet size ~ 96" H x 30" W x 40" D) in the following tier increments:
 - i. 24 Cabinets (Reserve Power - 120kW)
 - ii. 30 Cabinets (Reserve Power - 150kW)
 - iii. 35 Cabinets (Reserve Power - 175kW)
 - iv. 40 Cabinets (Reserve Power - 200kW)
 - v. 45 Cabinets (Reserve Power - 225kW)
 - vi. 50 Cabinets (Reserve Power - 250kW)
- b. The Offeror shall provide a diagram of the proposed cage area which demonstrates compliance with the regulations outlined in **C3. Data Security**. For example, the dedicated cage must have a secure ceiling, and all cage walls must extend beneath the raised floor.
- c. The Offeror shall indicate the number of business days it will take to build out the dedicated cage space.
- d. The Offeror shall grant the Commonwealth first right of refusal on adjacent open floorspace to support for future growth.
- e. The Offeror shall ensure that there is no signage present around the data center space that identifies the Commonwealth as the client.
- f. The Offeror shall be responsible for the installation of cabinets provided by the Commonwealth.
- g. The Offeror shall exclude the acquisition of cabinets from its initial work plan. The Cabinets are an Invited Option described in **L. Offeror Supplied Cabinets**.
- h. The Offeror shall provide the one-time buildout costs of the dedicated space in the *Base Cost* tab of **Appendix F, Cost Submittal**.
- i. The Offeror shall use the *Base Cost* tab of **Appendix F, Cost Submittal** to provide monthly costs for the dedicated space based upon the "tiered" Reserve Power.

Offeror Response

1. See Attachment titled "Commonwealth of PA cage v1.2.pdf"
2. DataBank estimates it will take 8 weeks to build out the environment.
3. DataBank can offer Right of First Refusal.
4. DataBank Agrees to this in our Master Services Agreement
5. DataBank can install customer provided cabinets.
6. DataBank will ensure this is noted in the paperwork.
7. DataBank has completed Appendix F Attached.
8. DataBank has completed Appendix F Attached.

6 Floor Rating.

The Offeror shall indicate the standard static load rating in pounds for the proposed dedicated space. At a minimum, half (50%) of the Offeror's proposed floor space must support a static load rating of 2,800 pounds. If half of the proposed floor space does not meet the 2,800 pound load rating, the Offeror shall describe the process to increase the weight capacity to a static load rating of 2,800 pounds for half (50%) of the proposal floor space and capture incremental costs, if any, in in the *Base Cost* tab of **Appendix F, Cost Submittal**.

Offeror Response

Databank's standard static load rating for the proposed space is [REDACTED] pounds per square inch.

7. Power Circuit Provisioning.

The Offeror shall provide the Commonwealth Alternating Current (AC) power supported with adequate Uninterruptible Power Supply (UPS) and generator provisioning. The Offeror shall provide redundant, i.e., A + B, power enabling two power sources from the utility power to rack outlets. The Offeror shall describe the process for ordering new power circuits and the estimated turnaround time (in business days) from the Commonwealth request to power circuit readiness. The Offeror shall describe any Direct Current (DC) power options.

The Offeror shall provide costs for the following power options in the *Base Cost* tab of **Appendix F, Cost Submittal**.

- a. 208 VAC 20 Amp Circuit (Single-Phase), terminated to a single receptacle
- b. 208 VAC 30 Amp Circuit (Single-Phase), terminated to a single receptacle
- c. 208 VAC 60 Amp Circuit (Single-Phase), terminated to a single receptacle
- d. 208 VAC 30 Amp Circuit (Three-Phase), terminated to a single receptacle
- e. 208 VAC 50 Amp Circuit (Three-Phase), terminated to a single receptacle
- f. 208 VAC 60 Amp Circuit (Three-Phase), terminated to a single receptacle
- g. 110 VAC Circuit, terminated to a single receptacle

Offeror Response

Provided in Appendix F, Cost Submittal.

H. Communications, Network Connectivity, and Internet.

The selected Offeror shall provide a network infrastructure that includes dedicated, secure lines from at least three (3) network providers not sharing the same path. Network providers must support, at a minimum, the following connection options: 1 Gbps, 10 Gbps, and 40 Gbps. Offerors shall indicate which network providers are currently available at their location and whether their services are considered on-net. Offerors shall provide a description of direct Internet access services available from their facility.

Offeror Response

DataBank provides at least [REDACTED] network providers not sharing the same path (including DataBank) at a minimum of [REDACTED]. The network providers available are outlined in **Appendix F, Cost Submittal**. In addition, DataBank outlined our network pricing on our Managed Internet service that meets the requirements of **Section I-4 Subsection H** with redundant paths & quoted speeds of [REDACTED]. DataBank's Managed Internet includes Primary & Secondary Fiber Internet, High Availability [REDACTED] Switches & IPv4 IP address.

I. Cloud Service Provider Connection Services.

The Commonwealth requires the ability to connect from the proposed facility to multiple Cloud Service Providers (CSPs), e.g., Azure, AWS, Google. The Offeror shall describe its ability to provide these CSP on ramp connection services, the components of the services (e.g., Physical port options, Virtual Circuit Options, Virtual Routers, other), and the time to deliver these services. The Offeror shall

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provide an option to purchase these CSP on ramp connection services and include associated costs in the *Invited Options* tab of **Appendix F, Cost Submittal**.

Offeror Response

DataBank provides vendors that provide Cloud Service Provider () on ramp connection services via cross connects. DataBank does not provide the on ramp connection themselves to your outlined Cloud Service Providers. Although, DataBank provides direct connections to the DataBank Cloud. These providers & services are outlined in Appendix F, Cost Submittal.

J. Remote Hands Service.

The selected Offeror(s) shall provide the following information regarding its Remote Hands service:

1. A description of the Remote Hands components and the hours of availability.
2. Pricing methodology, e.g.,
 - a. Per hour charge with pro-rating applied for usage less than one hour;
 - b. Tiered pricing to provide discounts for higher levels of usage; and
 - c. Price per blocks of hours with discounts for higher volumes.
 - d. Pricing for an unlimited hours option to be included in the *Invited Options* tab of **Appendix F, Cost Submittal**.

Note: Offerors shall not provide actual pricing in this section. Offeror shall use Appendix F, Cost Submittal to capture pricing.

Offeror Response

DataBank provides remote hands & smart hands support services outlined in the Appendix F, Cost Submittal.

K. Cross-Connection Services.

The Commonwealth requires cross-connection services to network and cloud service providers. Describe the cross-connection service options and the expected turnaround time in business days from the Commonwealth request to cross-connection readiness. The Offeror shall use the *Base Cost* tab of **Appendix F, Cost Submittal** to provide costs for Cross-Connection Services.

Offeror Response

DataBank provides cross-connect services to network & Cloud on ramp providers outlined in Appendix F, Cost Submittal. Cross-connects take roughly 3 business days after contract signature.

L. Offeror Supplied Cabinets. (Invited Options)

The option to procure cabinets from the selected Offeror will be an **Invited Option**. Invited Options are products and services requested by the Commonwealth that are not evaluated in the Technical Scoring process but may be exercised, at the

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Commonwealth's discretion, during the contract term.

The Commonwealth prefers the Wright Line Cabinet part # JW963040; 96" H x 30" W x 40" D; welded black Paramount Steel frame. Cabinets must meet the following requirements:

- 1.** Secured by a master key
- 2.** Supplied with rack mounted power distribution units
- 3.** Equipped with a connecting overhead cable distribution system
- 4.** Configured with an in-cabinet distribution patch panel

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5 Configured with in cabinet cable management

The Offeror shall confirm its ability to provide the Wright Line cabinet option as well as any other proposed cabinet options that may benefit the Commonwealth. All cabinet costs should be captured in the *Invited Options* tab of **Appendix F, Cost Submittal**.

Offeror Response

- DataBank provides a maximum of [REDACTED] cabinet capacity currently.
- DataBank can provide APC branded cabinets & will further discuss Wright Line Cabinet purchases.
- DataBank provides a master key into each cabinet & the cage. Biometric security access is optional.
- DataBank supplies rack mounted power distribution units.
- DataBank provides a patch panel.

M. Cost Submittal.

The Offeror shall describe the calculation methodology and monitoring plan for the following recurring cost components.

1. Monthly Cost for **I-4.G.5. Dedicated Space** based on the following variables.
 - a. Reserve Power
 - i. Indicate how the Reserve Power is determined within the dedicated space and show a sample calculation.
 - ii. Describe how the Reserve Power is monitored.
 - iii. Explain factors that will increase or decrease the Reserve Power during the contract period.
 - b. Price per kW
 - i. Indicate the annual percentage increase in unit price per kW as it relates to the monthly rent calculation.
2. Monthly Power Charges for actual usage based on the following:
 - a. Monthly usage reports for each circuit installed
 - b. Kilowatt Hours (kWH) per month – Describe the source for this input.
 - c. Public Utility Commission (PUC) Cost per kWH – Indicate how this cost is determined and the expectation of any increases or decreases during the contract period. The Offeror shall provide historical information on these cost per kWH increases/decrease over the past two years.
 - d. Power Usage Effectiveness (PUE) Cooling Factor – Indicate how this factor is determined and if the PUE is expected to change during the contract period. The Offeror shall provide historical information on PUE increases/decrease over the past two years.

Note: The Offeror shall not provide actual pricing in this section. Offeror
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shall use Appendix F, Cost Submittal to present pricing.

Offeror Response

DataBank outlines all pricing in the Appendix F, Cost Submittal.

N. Value-Added Services.

The Offeror shall describe related services not described in this Technical Submittal that could enhance delivery of services to the Commonwealth, e.g., Hot/Cold aisle containment. The Offeror shall include pricing for these Value-

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Added Services in the *Offered Options* tab of **Appendix F, Cost Submittal**. Offered Options will be exercised at the sole discretion of the Commonwealth and in accordance with *Paragraph 27, Changes in Appendix G, IT Contract Terms and Conditions*. Changes will require an addition to the Offeror's Service Catalog or a Statement of Work (SOW) outlining services to be performed.

Offeror Response

DataBank outlines all value-added services in the Appendix F, Cost Submittal.

- O. Emergency Preparedness.** To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services.
1. Describe how you anticipate such a crisis will impact your operations.
 2. Describe your emergency response continuity of operations plan. Please attach a copy of your plan, or at a minimum, summarize how your plan addresses the following aspects of pandemic preparedness:
 - a. Employee training (describe your organization's training plan, and how frequently your plan will be shared with employees);
 - b. Identified essential business functions and key employees (within your organization) necessary to carry them out;
 - c. Contingency plans for:
 - i. How your organization will handle staffing issues when a portion of key employees are incapacitated due to illness; and
 - ii. How employees in your organization will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.
 - d. How your organization will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc. and;
 - e. How and when your emergency plan will be tested, and if the plan will be tested by a third-party.

6100050958 DATA CENTER SERVICES TECHNICAL SUBMITTAL

Offeror Response

DataBank maintains an extremely detailed Disaster Recovery & Business Continuity Plan that is available upon request & NDA.

6100050958 DATA CENTER SERVICES TECHNICAL SUBMITTAL

I-5. Tasks. The Offeror shall describe in narrative form its technical plan for accomplishing the work using the task descriptions set forth below as your reference point.

A. Cage Buildout. The Selected Offeror shall be responsible for all equipment labor and materials associated with building a secure cage which supports up to 50 cabinets, as outlined in **I-4.G.5. Dedicated Space**. The selected Offeror shall prepare and submit a Cage Buildout Workplan within two weeks of the effective date of the purchase order. The Cage Buildout Workplan will describe the buildout tasks and timeline, indicating the Commonwealth's role in involved in the planning, setup, and approval. The Cage Buildout Workplan will be submitted to the Commonwealth Project Manager for review and approval.

Deliverable(s):

1. **Cage Buildout Workplan**
2. **Cage Diagram**

Offeror Response

Based on the needs in I-4 N. Value-Added Services concerning hot/cold aisle containment, DataBank designed a [REDACTED] sqft cage buildout on the [REDACTED] floor of our PIT2 Data Center to meet COPA's needs. This caged environment was designed in our horizontal format to optimally meet the hot/cold aisle needs to maximize cooling efficiency for COPA's Data Center. We also built the design to full [REDACTED] cabinet capacity to present the maximum capacity of the needs outlined by COPA. DataBank also will prepare a Cage Buildout Workplan upon reward of the contract & purchase order requirements. DataBank will describe the buildout tasks and timeline, indicating the Commonwealth's role in involved in the planning, setup, and approval.

B. Ongoing Support Services. The selected Offeror shall deliver Ongoing Support Services which will include, at a minimum, the following:

1. **Service Request Management** – The selected Offeror shall provide a service request process and ticketing system for the Commonwealth to request ongoing services, i.e., Remote Hands, Additional power circuits, Cabinet installations, Network and Cloud Cross connect services.
 - a. The selected Offeror must be available to receive service requests twenty-four (24) hours per day, seven (7) days a week, three hundred sixty-five (365) days per year
2. **Invoice Management** – The selected Offeror shall provide accurate monthly invoices that include at minimum the following:
 - a. Cage buildout charges if applicable
 - b. Facility rent charges
 - c. Actual power usage charges itemized by individual power circuit at each cabinet location
 - d. Remote Hand usage and associated charges
 - e. Cross Connect charges
 - f. Network and Cloud Connect Charges if applicable

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- 3. Service Level Management** – The selected Offeror shall monitor and report on service level performance in the **Monthly Operational Report**.

Deliverable(s):

- 1. Service Request Process and Ticketing System**

Offeror Response

1. DataBank provides a 24/7/365 self-service portal with the ability to request Remote Hands, Smart Hands, new service, installations, network & cross connect services. DataBank allows requests of these services via email, phone to their sales & support representatives outlined in Appendix C, Personnel Summary Matrix & within our Portal. COPA can also access DataBank's online webchat or general support number if needed.
2. DataBank provides accurate & detailed monthly invoices that include:
 - Cage buildout charges.
 - Facility rent charges.
 - Actual power usage charges.
 - Remote Hands & Smart Hands usage.
 - Cross-connect charges.
 - Network & Cloud on ramp Cross Connect Charges.
3. DataBank will provide Service Level Management & will report on the service level performance.

I-6. Reports and Project Control.

- A. **Monthly Operational Report** - The selected Offeror shall provide monthly operational reports during the contract term, and Offerors shall submit sample reports with their proposals. These reports should include, at a minimum, the following information:
 1. Contacts Report – shows current contacts associated with the Commonwealth account.
 2. Notification Report – shows all notifications that were sent to the Commonwealth.
 3. Power Usage Report – shows monthly power usage detailed by power circuit installed.
 4. Remote Hands Usage Report – shows remote hands requests tickets and utilization for the month.
 5. Ticket System Report – shows tickets logged and status.
 6. Floor Plan Report – shows the current secure cage layout and power circuit location.
 7. SLA Report – shows the monthly service level performance.

Offeror Response

DataBank provides a self-service portal that includes details below:

1. Contact reports of your support team.
2. Notification reports of all communication.
3. Power usage reports on your colocation service.
4. Remote hands requests, updates & usage reports.
5. Ticketing system with updates, requests & history.

6. Cage power circuit location information & usage.

7. SLA report on the service level performance.

I-7. Objections and Additions to Standard Contract Terms and Conditions. The Offeror will identify which, if any, of the terms and conditions contained in the **Buyer Attachments** section that it would like to negotiate and what additional terms and conditions the Offeror would like to add to the standard contract terms and conditions. The Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for this RFP. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal.

Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the cost proposal, on the basis of the terms and conditions set out in the **Terms and Conditions** contained in the **Buyer Attachment** section. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in the **Terms and Conditions** contained in the **Buyer Attachment** section or to other provisions of the RFP.

Offeror Response

DataBank would like to discuss & negotiate further regarding the following points. Including but not limited to:

Section 5 Subsection b

(b) The Commonwealth and the Contractor specifically agree as follows:

i. Written signature not required. No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable.

ii. Validity; admissibility. The parties agree that no writing shall be required in order to make the Contract or Purchase Order legally binding, notwithstanding contrary requirements in any law or regulation. The parties hereby agree not to contest the validity or enforceability of the Contract executed electronically, 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 executed or 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.

Section 17 Subsection e

(e) Records. Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions

Section 24 Subsection iii

24. DEFAULT.

The Commonwealth may, subject to the provisions of Section 25, Notice of Delays, and Section 66, Force Majeure, 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 Section 28, Termination) the whole or any part of this Contract for any of the following reasons:

iii. Unsatisfactory performance of the Services;

Section 28

28. TERMINATION.

(a) For Convenience.

The Commonwealth may terminate the Contract, or a Purchase Order issued against the Contract, in whole or in part, without cause by giving Contractor

days' prior written notice (Notice of Termination) whenever the Commonwealth shall determine that such termination is in the best interest of the Commonwealth (Termination for Convenience). Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance under this Contract is terminated either in whole or in part and the date on which such termination becomes effective.

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

(1) all Services performed consistent with the terms of the Contract prior to the effective date of termination;

(2) all actual and reasonable costs incurred by Contractor as a result of the termination of the Contract; and

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

Failure to agree on any termination costs shall be a dispute handled in accordance with Section 30, Contract Controversies, of this Contract.

The Contractor shall cease Services as of the date set forth in the Notice of Termination, and shall be paid only for such Services as have already been satisfactorily rendered up to and including the termination date set forth in said notice, or as may be otherwise provided for in said Notice of Termination, and for such Services performed during the [redacted]-day notice period, if such Services are requested by the Commonwealth, for the collection, assembling, and transmitting to the Commonwealth of at least all materials, manuals, magnetic media, studies, drawings, computations, maps, supplies, and survey notes including field books, which were obtained, prepared, or developed as part of the Services required under this Contract.

The above shall not be deemed to limit the Commonwealth's right to terminate this Contract for any reason as permitted by the other provisions of this Contract, or under applicable law.

(b) Non-Appropriation. Any payment obligation or portion thereof of the Commonwealth created by this Contract is conditioned upon the availability and appropriation of funds. When funds (state or federal) are not appropriated or otherwise made available to support continuation of performance or full

performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract in whole or in part. The Contractor shall be reimbursed in the same manner as that described in subsection (a) to the extent that appropriated funds are available.

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

6100050958 DATA CENTER SERVICES TECHNICAL SUBMITTAL

Subject to Section 38, Limitation of Liability, in the event the Commonwealth terminates this Contract in whole or in part as provided in this subsection (c), the Commonwealth may procure services similar to those so terminated, and the Contractor, in addition to liability for any liquidated damages, shall be liable to the Commonwealth for the difference between the Contract price for the terminated portion of the Services and the actual and reasonable cost (but in no event greater than the fair market value) of producing substitute equivalent services for the terminated Services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this section.

Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control of the Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, work stoppages, freight embargoes, acts of terrorism and unusually severe weather. The Contractor shall notify the Contracting Officer promptly in writing of its inability to perform because of a cause beyond the control of the Contractor.

Nothing in this subsection (c) shall abridge the Commonwealth's right to suspend, debar or take other administrative action against the Contractor.

If it is later determined that the Commonwealth erred in terminating the Contract for default, then the Contract shall be deemed to have been terminated for convenience under subsection (a).

If this Contract is terminated as provided by this subsection (c), the Commonwealth may, in addition to any other rights provided in this subsection (c), and subject law and to other applicable provisions of this Contract, require the Contractor to deliver to the Commonwealth in the

manner and to the extent directed by the Contracting Officer, such Software, Data, Developed Works, Documentation and other materials as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract as has been terminated.

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

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

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(f) Following exhaustion of the Contractor's administrative remedies as set forth in Section 30, Contract Controversies, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.



NetShelter SX 48U 600mm Wide x 1200mm Deep Enclosure with Sides White

AR3307W

- Tall enclosure with 48U spaces for additional equipment. Compact width to optimize data center space. For low to medium density server and networking applications.
- Includes: Baying hardware, Documentation CD, Key(s), Keyed-alike doors and side panels, Leveling feet, Mounting hardware, Pre-installed casters, Side panels

Physical	
Maximum Height	88.9inches (2258MM, 225.8CM)
Maximum Width	23.62inches (600MM, 60.0CM)
Maximum Depth	42.13inches (1070MM, 107.0CM)
Rack Height	48U
Net Weight	304.74lbs. (138.23KG)
Shipping weight	346.9lbs. (157.35KG)
Shipping Height	93.9inches (2385MM, 238.5CM)
Shipping Width	29.61inches (752MM, 75.2CM)
Shipping Depth	47.99inches (1219MM, 121.9CM)
Color	White
Maximum Mounting Depth	36.02inches (915.0MM, 91.49CM)
Minimum Mounting Depth	7.52inches (191.0MM, 19.1CM)
Front Door	16.0gauge
Vertical Posts	16.0gauge
Rear Door	18.0gauge
Roof	18.0gauge
Side Panels	18.0gauge
Units per Pallet	1.0
Rack Width	19"
Weight Capacity (static load)	3749.99lbs. (1700.97KG)
Weight Capacity (dynamic load)	2249.99lbs. (1020.58KG)

*Prices are indicative

Disclaimer: Documentation is not intended as a substitute for and is not to be used for determining suitability or reliability of these products for specific user's applications.

Technical Specifications

NetShelter SX 48U 600mm Wide x 1200mm Deep Enclosure with Sides White | AR3307W | Downloaded on 11/12/2020 (EST)

Environmental	
Protection Class	IP20

Conformance	
Approvals	EIA-310E, UL 2416, UL 60950-1
Standard warranty	5 year repair or replace

Sustainable Offer Status	
RoHS	Compliant
PEP	Available in Documentation tab
EOLI	Available in Documentation tab

*Prices are indicative

Disclaimer: Documentation is not intended as a substitute for and is not to be used for determining suitability or reliability of these products for specific user's applications.

APPENDIX A – OFFEROR PROJECT REFERENCE

Name of Client & Project Title	[REDACTED]	
Contract Value	Unable to Disclose	
Nature and Scope of Project:	<p>Recently, DataBank announced the development of a new 94,000 sq. ft. data center in downtown Atlanta for anchor-tenant, [REDACTED]. Located in Midtown Atlanta and codenamed [REDACTED], DataBank's ATL1 data center serves as a high performance computing center, set to house the Southern Crossroads and provide high speed, high bandwidth connectivity to research and education sites throughout the southeast and across the nation. [REDACTED] premier academic and research programs will be the main tenant under a long-term lease for both the data center as well as the adjoining office tower. The [REDACTED] is being spearheaded by [REDACTED] to create public-private collaboration leveraging [REDACTED] students, faculty and knowledge to solve real-world business problems. Researchers and industry participants working in the adjacent office tower will have direct, high-speed fiber access to [REDACTED] latest fleet of supercomputers and unique datasets located inside the [REDACTED] as well as the on-site expertise of [REDACTED] academic community.</p>	
Project Duration:	Start Date Year: 2018	End Date Year: On-going
Nature of the Client:	[REDACTED] is a technology-focused college in Atlanta, Ga, and one of the top research universities in the USA.	
Nature of Client Audience:	University employees & students.	
Number of Users:	[REDACTED]	
# & Composition of Vendor Employees & Consultants Assigned:	Vendor Project Manager/Key Consultant on Project Team: [REDACTED]	
Client Contact Information:	<p>Reference Contacts:</p> <p>Name: [REDACTED] Title: Director, Academic & Research Technologies Department: IT Full Address: 760 W Peachtree St NW Atlanta, GA 30308 Telephone: [REDACTED] Relation/Role to Project: Decision Maker</p> <p>Name: [REDACTED] Title: Data Center Senior Manager Department: IT Full Address: 760 W Peachtree St NW Atlanta, GA 30308 Telephone: Perfers email E-mail: [REDACTED] Relation/Role to Project: Influencer</p>	

APPENDIX A – OFFEROR PROJECT REFERENCE

Name of Client & Project Title	[REDACTED] – Hosted Data Center BW11	
Contract Value	Unable to Disclose	
Nature and Scope of Project:	[REDACTED] inquired for a Data Center provider to host their Data Center services within a highly compliant Data Center for their HIPAA data. [REDACTED] had an internal Data Center & was running into obstacles with Hardware refreshes, Data Center equipment lifecycles, etc. DataBank was positioned to host their Data Center & equipment out of our BW11 Data Center in a Hosted solution along with our Managed Compliance.	
Project Duration:	Start Date Year: 2018	End Date Year: On-going
Nature of the Client:	Serving surgery providers for over 20 years, [REDACTED] offers software solutions and services for ambulatory surgery centers & hospitals.	
Nature of Client Audience:	Employees & [REDACTED] customers.	
Number of Users:	[REDACTED]	
# & Composition of Vendor Employees & Consultants Assigned:	Vendor Project Manager/Key Consultant on Project Team: [REDACTED]	
Client Contact Information:	<p>Reference Contacts:</p> <p>Name: [REDACTED] Title: Chief Operating Officer Department: IT Full Address: 555 North Point Center East Alpharetta, GA 30022 Telephone: [REDACTED] Relation/Role to Project: Decision Maker</p> <p>Name: [REDACTED] Title: Director Technical Services Department: IT Full Address: 555 North Point Center East Alpharetta, GA 30022 Telephone: [REDACTED] Relation/Role to Project: Influencer</p>	

APPENDIX A – OFFEROR PROJECT REFERENCE

Name of Client & Project Title	[REDACTED] – Colocation DFW1	
Contract Value	Unable to Disclose	
Nature and Scope of Project:	[REDACTED] inquired for a Colocation, Cloud & Network solution done by a Hybrid Cloud & Data Center provider. [REDACTED] was interested in a caged environment for over [REDACTED] cabinets in a FISMA Data Center with Internet Connectivity & Infrastructure as a Service. This project was in similar size of the Commonwealth's & also required the same compliance & security requirements as the Commonwealth. [REDACTED] has since grown their environment at DataBank as a proud Hybrid customer.	
Project Duration:	Start Date Year: 2018	End Date Year: On-going
Nature of the Client:	The industry leader in payments and identity fraud prevention.	
Nature of Client Audience:	Employees & [REDACTED] customers.	
Number of Users:	[REDACTED]	
# & Composition of Vendor Employees & Consultants Assigned:	Vendor Project Manager/Key Consultant on Project Team: [REDACTED]	
Client Contact Information:	<p>Reference Contacts:</p> <p>Name: [REDACTED] Title: SVP of Technical Infrastructure and Security Department: IT Full Address: 700 Central Expy St Suite 300 Allen, TX 75013 Telephone: [REDACTED] Relation/Role to Project: Decision Maker</p> <p>Name: [REDACTED] Title: Director, Corporate IT Operations Department: IT Full Address: 700 Central Expy St Suite 300 Allen, TX 75013 Telephone: [REDACTED] Relation/Role to Project: Influencer</p>	

APPENDIX B – PROPOSED PERSONNEL PROJECT EXPERIENCE

Candidate's Name: [REDACTED] DataBank		
Proposed Position on Project: VP of Colo Sales		
PROJECT EXPERIENCE		
Client: [REDACTED]	Contact Name [REDACTED]	Contact Title: Data Center Senior Manager
Address: [REDACTED]		Contact Phone Number: Prefers email
Project Title: [REDACTED] Development		Contact Email Address: [REDACTED]
Candidate's Job Title on Referenced Project: VP of Colo Sales	Beginning Date of Experience: 01/07	Ending Date of Experience: 11/19
<p>Description of project role and services provided by candidate: [REDACTED] was inquiry for a Data Center provider to build a [REDACTED] with their new [REDACTED] building at [REDACTED]. [REDACTED] required a high-density cooling solution to meet their Super Computing requirements to meet their organizational objectives. [REDACTED] served not only as the sales role, but also quarterbacked the project management, technical operations, engineering & support departments in building this solution for [REDACTED] built a design with DataBank's Engineering team to meet their high-density cooling requirements. [REDACTED] worked with the provisioning & project management teams to install & deliver this solution post-sale by directing all questions & requests along with confirming all task completion.</p>		
<p>Description of how the services, experience and skills are similar in size, scope, or focus to the Data Center Services project: [REDACTED] was a larger scope of work than the Commonwealth of Pennsylvania's (COPA) project. This solution required a more demanding high-density cooling solution, more customization in the build of the Data Center & was a larger Data Center environment. The support pre/post sale was like COPA's requirements.</p>		

APPENDIX B – PROPOSED PERSONNEL PROJECT EXPERIENCE

Candidate's Name: [REDACTED]		
Proposed Position on Project: VP of Sales – PA, OH, IN. Manager of [REDACTED] COPA's Primary Contact.		
PROJECT EXPERIENCE		
Client: [REDACTED]	Contact Name: [REDACTED]	Contact Title: Data Center Engineer
Address: 650 W. Henry Street, Indianapolis, IN 46225		Contact Phone Number: Prefers Email
Project Title: Datacenter Space and Power in Private Cage		Contact Email Address: [REDACTED]
Candidate's Job Title on Referenced Project: Account Executive then promoted to Vice President of Sales	Beginning Date of Experience: Mo/Yr June 2014	Ending Date of Experience: Mo/Yr Contract still ongoing
Description of project role and services provided by candidate:		
<p>[REDACTED] is the main sales contact for [REDACTED] roll is to articulate the services that DataBank provides to the clients in the Pre-Sales process, help negotiate the contracting process, and then help handoff to the DataBank Project Management team. After the project is installed, [REDACTED] then manages the account on an Ongoing basis.</p>		
Description of how the services, experience and skills are similar in size, scope, or focus to the Data Center Services project:		
<p>[REDACTED] has a highly compliant, secure private cage in DataBank's Indianapolis Market. The private cage is roughly [REDACTED] Square feet with a similar power design and structure as is proposed in the Commonwealth of PA RFP. DataBank has monthly calls set up with the [REDACTED] where we discuss the prior month's tickets, new sales requests, and ongoing compliance needs/requests. This is a very hands on account where DataBank works every day to make the datacenter experience enjoyable for [REDACTED]</p>		

APPENDIX B – PROPOSED PERSONNEL PROJECT EXPERIENCE

Candidate's Name: [REDACTED]		
Proposed Position on Project: Account Executive – Sales Representative		
PROJECT EXPERIENCE		
Client: [REDACTED]	Contact Name: [REDACTED]	Contact Title: Director of Applications
Address: [REDACTED] Reston, VA 20190		Contact Phone Number: Prefers Email
Project Title: Managing Datacenter Space and Power in Private Cage		Contact Email Address: [REDACTED]
Candidate's Job Title on Referenced Project: Account Executive	Beginning Date of Experience: Mo/Yr May 2020	Ending Date of Experience: Mo/Yr Contract still ongoing
Description of project role and services provided by candidate:		
<p>Managing the large cage for [REDACTED] at our PIT1 Data Center for over [REDACTED] Cabinets. Works with the customer care, provisioning & technical operations.</p>		
Description of how the services, experience and skills are similar in size, scope, or focus to the Data Center Services project:		
<p>[REDACTED] is the largest homebuilder in the US & has over [REDACTED] cabinets that is similar to the same design as COPAs.</p>		

APPENDIX C - PERSONNEL SUMMARY MATRIX

Position Number	Data Center Svcs. Project Role	Name, Title, Location	% time on this project	Years of Relevant Experience											Certifications (ITIL, CISSP, etc.)	Post-Secondary Education	Remarks
				Total IT	Project Management	Service Management /ITIL	Remote Support	Data Center Network	Data Center Cage Buildout	Data Security	Information Systems Security	Public Sector	Data Center Management	Years with selected vendor			
1	Project Manager		50%	8	8	8	8	1	1	8	8	1	0	1			██████████ will be the project manager provisioning the service order & assigning tasks across the organization.
2	Service Delivery Manager		50%	7	7	7	7	3	3	7	7	3	0	3			██████████ will be supporting Amanda as the regional project manager provisioning the order & assigning tasks.
3	Remote Hands 1		100%	7	7	0	7	7	7	7	7	7	7	7			██████████ manages the Data Center staff for DataBank who performs Data Center & Network tasks such as install or remote hands.
4	Remote Hands 2		100%	12	12	12	12	12	12	12	12	12	12	1			██████████ is a BCS Data Center & Network Supervisor who will overlay the technical support team.
5	Remote Hands 3		100%	30	30	30	30	30	30	30	30	30	30	1			██████████ is a BCS Data Center & Network technician who will be performing remote hands & smart hands services.
6	Role A		100%	5	5	5	5	5	0	5	0	5	0	1			██████████ is the sales rep who will be working with COPA building this solution, working with project management & supporting your account.
7	Role B		100%	11	8	8	8	8	8	8	8	8	8	1			██████████ is a BCS Data Center & Network Supervisor who will overlay the security support team.
7	Role B		100%	29	8	8	29	29	29	29	29	29	29	1			██████████ is the contracted Data Center staff manager for BCS at PIT2 & oversees the security and data center staff providing extra support.
8	Role C		100%	24	24	24	24	24	24	24	24	16	24	3			██████████ is DataBank's regional Data Center manager overseeing the technical operations of the Pittsburgh market.
9	Role D		100%	7	7	7	7	7	7	7	7	7	0	1			██████████ is DataBank's solution engineer that supports sales buildings the solution & technical design of the service.
10	Role E		100%	6	6	6	6	6	6	6	6	6	0	6			██████████ is DataBank's sales leadership contact that supports your account management experience.

CASE STUDY

██████████ FORGES PARTNERSHIP THAT DELIVERS MANAGED SERVICES, STABILITY, AND THE POWER TO GROW

EXECUTIVE SUMMARY:

██████████, a global provider of insurance, reinsurance and mortgage insurance, outgrew the capabilities of their hosting provider. Their IT team was overwhelmed with the management tasks their provider didn't offer, and they needed an always-on environment that could support customers and staff as their needs evolved. DataBank provided a mix of cloud and managed services that deliver a secure, high-availability environment for ██████████ website, application, and databases, freeing their IT team to focus on more strategic tasks that drive the business.

ENGAGEMENT AT A GLANCE



Technology Challenges

- The previous hosting provider offered limited managed services, and ██████████ had outgrown their capabilities.
- The IT team was being pulled from their most important projects because of multiplying management tasks.
- A stronger environment with better uptime was needed to support business growth.
- Current infrastructure wasn't scalable.



Solutions

Primary:

- DataBank Private Cloud hosting customer's eCommerce site and back-end supporting infrastructure, designed to exceed PCI Compliance Requirements addressing ~80% of regulatory controls & reporting requirements, optimized for performance, security, and resiliency.

Supporting:

- PaaS Private Cloud
- PCI Compliance
- Geo-distributed SQL Availability Groups
- Content Delivery Network
- Active Directory
- High Availability with Hot DR
- Scalable, secure, high-performing environment with maximum uptime



Business Outcomes

- Managed hosting allows the IT team to shift their concentration to meaningful, innovative projects.
- Downtime risks were eliminated, thanks to a stable, always-on environment.
- ██████████ enhanced their security posture using managed security controls & reporting tools that exceed ~80% of PCI regulatory compliance standards.
- A primary and secondary DR failover location protects the company from impacts of potential business disruptions.

Insurance Company Struggles with Limitations of Hosting Provider, Seeks Quality Managed Services and an Always-On Environment for Software Infrastructure

██████████, a fast-growing, global provider of insurance, reinsurance, and mortgage insurance, was relying on a hosting company with limited managed services that couldn't scale with their changing needs. It was left to ██████████ IT team to handle a number of management tasks and this consumed time that would otherwise have been devoted to more strategic initiatives that would help the company adapt to a rapidly changing business conditions. ██████████ recognized it needed an always-on, secure environment capable of giving staff and customers the support they deserve.

"The hosting company we were relying on just wasn't enough for us anymore. They offered minimum managed services, and we outgrew their capabilities," recalled ██████████

The company needed a better solution fast in order to get ahead of growth. "We knew we needed a data center partner with a higher level of sophistication and better managed services on the security and infrastructure side."

“ We knew we needed a data center partner with a higher level of sophistication and better managed services on the security and infrastructure side.

Choosing a Thorough Managed Services Provider with Cloud and SQL Know-How, Plus Room to Grow

It didn't take much searching for ██████████ to find the managed services provider they were looking for. "I knew I wanted to go with DataBank. I'd interacted with them prior to changing over and they had a great reputation, so I was sold immediately," ██████████ said.

The engagement kicked off with a meeting between ██████████ and DataBank to determine their business needs and processes, including end user experience. "From our side, we engaged our CTO, CIO, VP of Sales, Senior Solution Architect, Director of Implementations, engineering team, and account management," said ██████████ Senior Account Manager, DataBank. ██████████ needed data center space for their software infrastructure, including public facing and internal

“ I was particularly impressed with the way the DataBank architects involved in our build created an environment that truly allows us to run with zero downtime for scheduled maintenance software updates and DR failover recovery,”

operational software, as well as data warehousing. DataBank created a statement of work for the project, runbooks for future engagement and support, a detailed project plan, and set off to put the solution in place.

The project involved some unique nuances that called for proven SQL expertise. Using SQL high availability roots in two locations in conjunction with a content delivery network, the DataBank engineering team built the capability for a seamless DR solution that ██████████ would be able to rely on with every SQL server patch or software release.

"I was particularly impressed with the way the DataBank architects involved in our build created an environment that truly allows us to run with zero downtime for scheduled maintenance software updates and DR failover recovery," ██████████ recalled.

The implementation itself was seamlessly executed. The engineering team built out the environment, tested it, completed a warm transfer of databases, and cut over from the ██████████ data center to the DataBank data center with no downtime.

The end of the engagement delivered a secure, high-availability cloud environment for ██████████ website, application, and databases.

██████████ Achieves the Secure, Always-On Environment Necessary to Support Staff and Customers, Builds Lasting Partnership with a People-First Hosting Provider

Today, ██████████ can operate their environment securely, with a high degree of uptime and the technical support that allows their team to keep the environment stable. The IT team is able to focus on more strategic tasks that positively impact the business, rather than every day operational requirements.

By moving from a prior vendor with limited capabilities to a full-service data center provider with complete cloud and managed service offerings, ██████████ has access

to the people-first technology expertise they deserve. “We chose DataBank in part because our prior vendor just wasn’t adequate,” [REDACTED] said. “Now, I can talk to a human being on the phone whenever I need to. It’s a huge part of the value proposition we’re able to take advantage of. Not to mention, the level of service and technical skillset has always been impressive—I’ve never found that with another hosting provider. It’s a compelling reason to stay with DataBank and forgo options like AWS or Azure. My IT team can interact with real people.”

Reliable service delivery, PCI Compliance and SQL expertise, and the ability to help [REDACTED] coordinate DR failover recovery are just a few of the capabilities DataBank brought to the partnership. Their team found the solution built out on the SQL server to be particularly helpful because of the seamless transition from an existing data center to DataBank.

“As [REDACTED] business needs grow and evolve, we will continue to partner with them to ensure we’re meeting those needs going forward. We have a very open dialog with them, and we will provide recommendations and options to help them continue to stay secure with optimal performance,” concluded [REDACTED]

ABOUT DATABANK:

DataBank is a leading provider of enterprise-class data center, cloud, and connectivity services, offering customers 100% uptime availability of data, applications, and infrastructure. DataBank’s managed data center services are anchored in world-class facilities that cater to today’s network and computing edge - users and applications in dense but underserved markets.

DataBank provides its suite of services in a truly hybrid model allowing enterprises to port workloads, technologies and even contract terms from data center to data center and from cloud to colocation, with compliance certifications to meet the most stringent demands. By evolving the data center experience in this manner, our customers are able to more effectively manage risk, improve technology performance and focus on growth.

DataBank is headquartered in the historic former Federal Reserve Bank Building in downtown Dallas, TX and has additional data centers in North Dallas, Minneapolis, Salt Lake City, Cleveland, Pittsburgh, Atlanta, Baltimore and Kansas City.

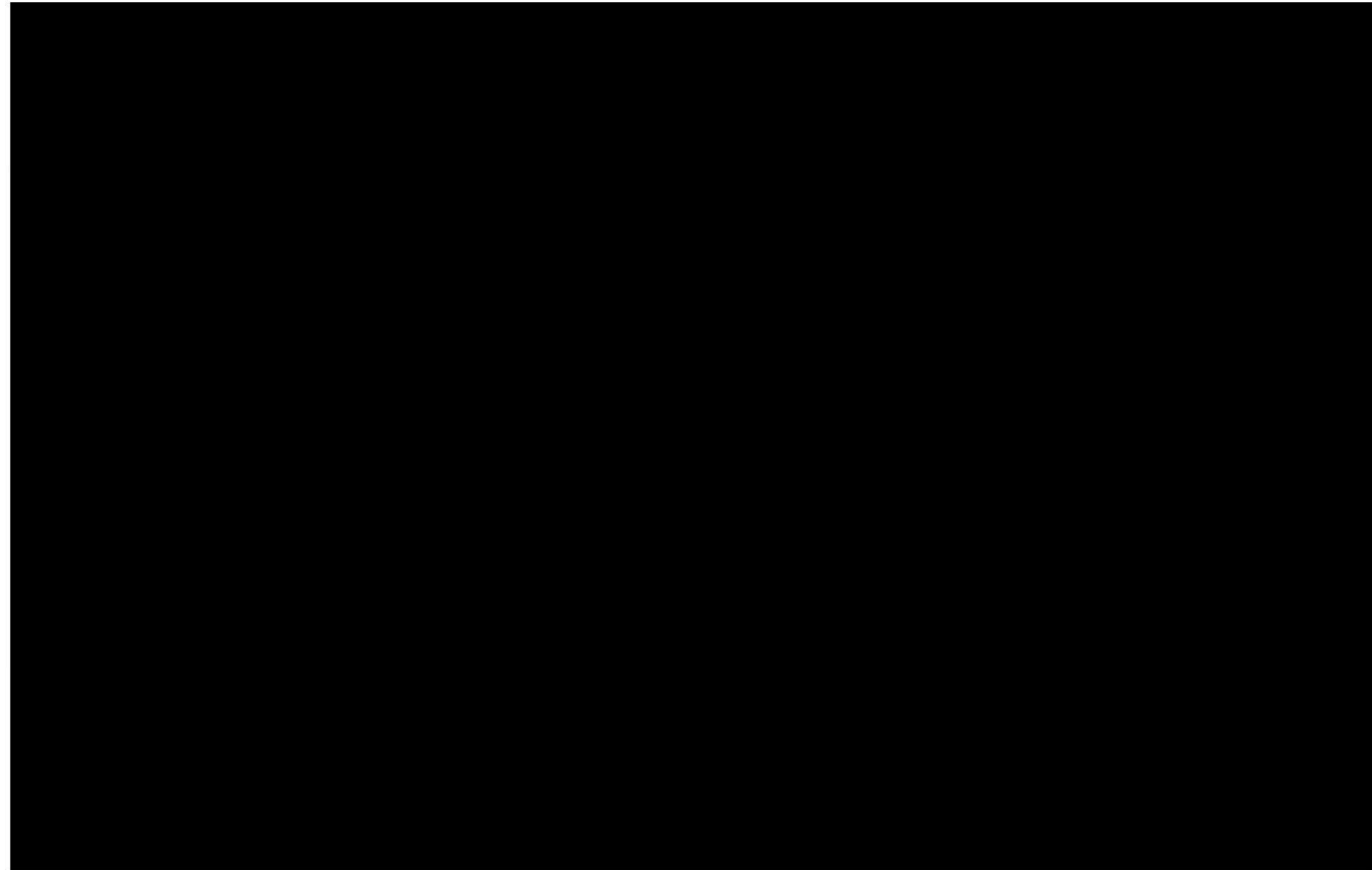
SOLUTIONS





DATA BANK

Commonwealth of PA PIT2 Cage



Commonwealth of Pennsylvania
Data Center Services
RFP No. 6100050958

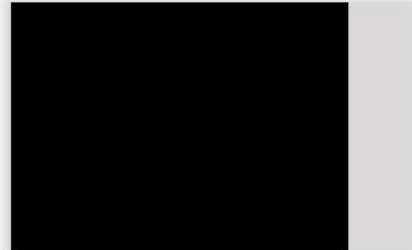


DATABANK RIII DC
OPPORTUNIT

Commonwealth of Pennsylvania Request for Proposal (RFP)
November 10th, 2020

Account Executive |

Contacts



Letter from the CEO

On behalf of all of us at DataBank, I wish to personally thank you for your interest in pursuing a partnership with us. DataBank has expanded significantly over the last few years in key strategic markets because of great prospects like the Commonwealth of Pennsylvania who are seeking more than Data Center Services. We have and will continue to invest in expanding our strategic service differentiators to address our ever-changing customer demands. At the same time, we understand that flawless service and support is at the core of a successful relationship and the DataBank team is singularly focused to achieving exceptional outcomes. I have been following this project closely and would like to offer my full support and sponsorship. The entire executive team believes in a completely transparent and high touch relationship with our customers and as such, please do not hesitate to reach out to me directly if there is ever anything you require.

Sincerely,



Raul K. Martynek
CEO, DataBank



Letter of Transmittal

DataBank has been following Commonwealth of Pennsylvania (COPA) Bid for Data Center Services since the day it was published. We are a local vendor in Pennsylvania with a national presence & we specialize in Data Center services. DataBank can support this Data Center solution with our new PIT2 Tier III FISMA Certified Data Center in North Fayette, Pennsylvania.

DataBank has addressed all the concerns in the **Data Center Services Technical Submittal**. DataBank also provided the pricing of our services in **Appendix F Cost Submittal**.

DataBank is one of the leading Data Center providers in North America & is the top Data Center provider in Pennsylvania working with Fortune 500 customers like PNC at our PIT2 Data Center. DataBank not only provides state-of-the-art Data Centers but provides the secure & compliant facilities in the United States. PIT2 is one of DataBank's most compliant & secure Data Centers & meets Federal Information Security Management Act (FISMA) compliance. The details of PIT2 are outlined the **Data Center Services Technical Submittal**.

DataBank is the proud provider of the largest Federal, Banking & Government entities looking for Compliant Cloud & Data Center solutions. We specialize with organizations like the Commonwealth due to our elite customer base, but us being one of 9 FedRAMP Authorized Cloud providers. Based on COPA's CJIS data compliance needs, I believe DataBank will not only be the best provider for COPA's Data Center services, but future Cloud services too.

DataBank is also a proud partner with COPA's current vendors like Dell. DataBank is one of Dell's few CSP Cloud Providers & is a one of the sixty Dell VMware Principal Partners in the world. Dell has built strategic partnerships with DataBank not only at the national level, but also in Pennsylvania. This relationship with one of Dell's vendors makes DataBank a reliable vendor of choice when looking for their Data Center services for COPA. DataBank will gladly collaborate with your Dell team on any hardware or support services at our PIT2 Data Center & we will welcome your vendors that support your Data Center.

DataBank will provide the solution within a 4-week timeframe meeting your expectations. DataBank's team has developed an expert Disaster Recovery / Business Continuity (DR/BC) Plan that can be provided with an NDA to display our strategy at running the most efficient Data Center infrastructure. DataBank's implementations, operations & sales staff will work hand in hand post-sale to help train COPA on your install, utilizing our portal & working with our support staff.

In conclusion, I would love to have COPA as a customer in our PIT2 Data Center not only as DataBank employee, but a born [REDACTED] Pennsylvania resident of the state. I look forward to interviewing with your team to display our facility, staff, experience & solution to the Commonwealth.

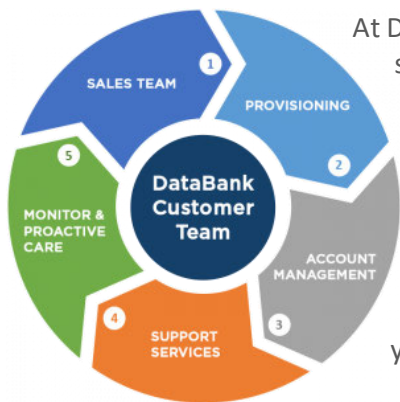
[REDACTED]


[REDACTED]
[REDACTED]

DataBank Overview – Why Data Center Evolved™?

DataBank recognizes you need more than power, ping, and pipe. This is why we've enhanced the scope of our services and have become the Data Center Evolved. We've invested in the infrastructure, people and frameworks that allow you to configure the solution that best fits your business needs. Whether it's a mission critical never-go-down colocation environment, a PCI-DSS compliant private cloud, or a secure on-ramp to multiple public cloud availability zones, DataBank has engineered its data center platform to provide the flexibility, security, and uptime you need. The essence of this evolution is evident in our flexible customer-centric configuration of locations, platforms, solutions, and service. Our focus on exceptional service is manifest in our sophisticated support Portal that links together teams and systems in a seamless environment.

Comprehensive Services



At DataBank, we don't mind being the unsung hero. We understand promotional claims for service don't always measure up to the hype. What we're hearing from clients is that the more complex and fragmented service providers and solutions are, the more their support and service disappoints.

Data Center Evolved means never having to sacrifice proactive and highly responsive service to get the enterprise-class platforms, reliability or strategic locations your business needs – all from one service provider. And that starts with who we hire, how we train, the proactive processes we utilize, and the technology we leverage to service your every need.

Remote/Smart Hands

DataBank remote hands service allows you to leverage our experienced and highly responsive technical staff to resolve onsite issues or cover routine tasks – from a switch reset to more advanced troubleshooting.

As a leading provider of premium data center solutions, DataBank offers a number of key services to clients in order to safeguard maximum uptime availability and productivity from their deployed infrastructure. Our Remote & Smart Hands Service extends your on-site IT presence by leveraging DataBank's support staff to perform a number of convenient services and a variety of functions at the direction of your off-site personnel. Our experienced technicians and engineers can aid in receiving, installing, diagnostics, troubleshooting, and even perform repairs and provisioning on your equipment within our facilities. Remote & Smart Hands services include:

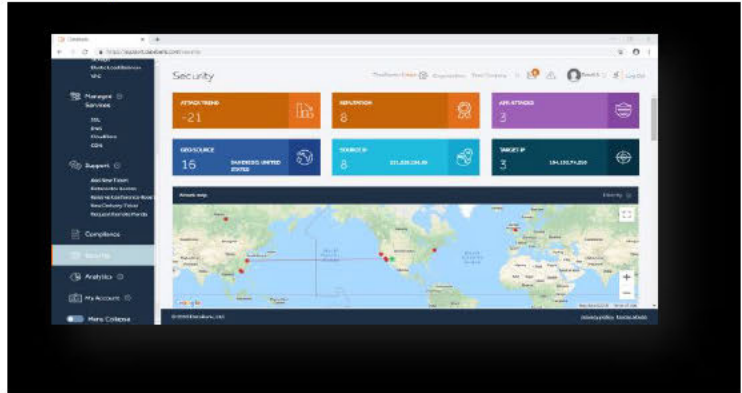
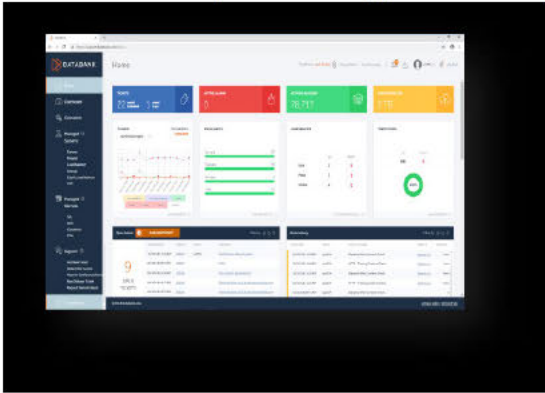
- Rack and Stack
- Cabling Services
- OS and Application Troubleshooting
- Reboots and Resets
- Component Installation

Round-The-Clock Coverage

DataBank technicians are on-site in all our facilities 24/7/365 to perform routine requests and address any needs for technical emergencies and maintenance.

The DataBank Portal

Imagine having all your infrastructure assets and services connected in one simple-to-use management portal. Our customer portal gives you and your team real-time analytics into performance, security, compliance, tickets, devices, and more. Communication and clarity truly enhance your DataBank experience. Your mission critical infrastructure functions 24.7.365, and our support team is right there with you.



Key features include:



Executive Dashboards – At a glance, get key performance, security, and support ticket status on a single screen. Drill into color-coded areas for more details within specific modules including: Tickets, Active Alarms, Attacks Blocked, and Data Protected.



Systems & Services – With many options to filter information according to your needs, this area provides robust functionality to manage SSL, DNS, Servers, Firewall, Load Balancers, and CDN.



Support Tickets – From an overview of ticket status to directly communicating with our support team, our goal is to help you focus on your work with minimal interruptions.



Security Dashboard – Drive better operational governance and replace spending valuable time and resources pouring over logs leveraging our sophisticated security reporting features. Query and download a report on any number of features including the ability to understand the volume and type of attacks from a specific global location, the destination server, and port.



Granular User Management – Give specific access and usage rights depending on your team's role within your organization. Convenient and easy-to-use features include the ability to link specific device tags to users, customize notifications, and changing permissions.

Project Scope and Initial Requirements

Recommendations

PIT2 Data Center

Located in the heart of the booming business market of Pittsburgh, PA, DataBank’s largest facility on the East Coast, PIT2 was commissioned and fully operational on June 1st 2020. This facility and available services within will be a perfect match for the mandatory requirements for this initiative. Expansion space, premier power, state-of-the-art cooling, networking, and regulatory and compliance certifications are some of the many enterprise services that will be provided from this location.

SUMMIT PARK DATA CENTER

35 Summit Park Drive - Pittsburgh, PA

PIT2 is DataBank’s second facility in the Pittsburgh PA market. Located in North Fayette Township, the facility was acquired from PNC Bank, the sixth largest commercial bank by assets in the U.S., and includes a long-term lease-back making the bank the anchor tenant occupying the entire second floor. DataBank has made significant enhancements to the secure, three-story, 115,000 sq. ft. facility, expanding it to a total of 40,000 RSF and providing 4.55 MW of redundant power. PIT2 offers excellent connectivity with a range of onsite carriers, and a high speed connection to PIT1, the regional carrier hotel, providing even greater options. DataBank also operates the facility to meet the FISMA (Federal Information Security Management Act) compliance standard. PIT2 is Pittsburgh’s premier data center today, and with 10 acres of potential expansion, is poised to accommodate the market’s needs tomorrow.


PIT2

40,000
Raised Floor Square Footage


Tier III Design
Facility Rating

Dedicated
Facility Type


2FA + Fencing
Facility Security




Power



Cooling



Network



Platforms

6MW
Site Power Total

4.5MW
Critical Power Total

120V, 208V, 3P
AC Power

2N
Power Design

17kW
Max Cab Density Air

N+1
Cooling Design

1
Meet-Me-Rooms

6
On-Site Network Providers

2
Fiber Entries

Carrier Neutral
Yes

Cloud Direct Connect
Available

Colocation
Cabinets | Cages | Suites

Cloud
In-Region

Connectivity
MPLS | Metro DCI

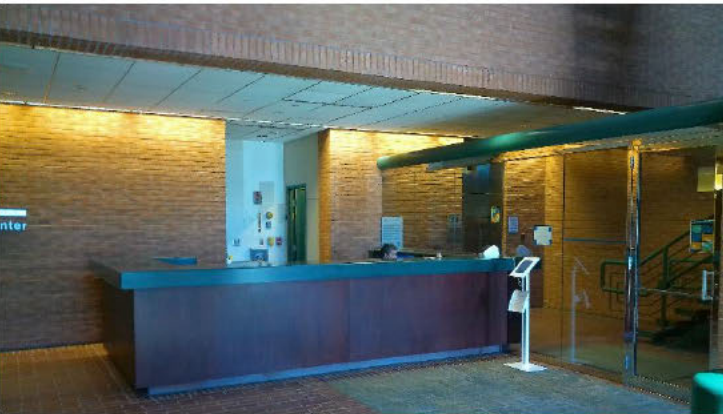
Managed Internet
Firewall | DDoS Mitigation

Beautiful, purpose-built data center in the heart of Pittsburgh, PA

Exterior



Security & Compliance



Data Center Space





Security

Letter from the CISO

Commonwealth of Pennsylvania Team,

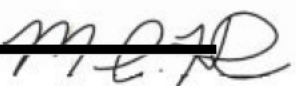
After hearing your needs, I am certain that DataBank can meet and exceed the requirements of the Commonwealth of Pennsylvania to ensure confidentiality and integrity of the data as well as ensure availability of that data to customers.

To meet your needs, DataBank provides its customers with Data Center & Hybrid Cloud services for their mission critical infrastructure. We also provide Internet bandwidth, which when coupled with managed services options such as DDoS protections or Intrusion Detection and Prevention (IPS) services ensures a full perimeter protection suite for your environment.

It is one thing to say we do something but another to have a third-party validate these efforts. DataBank offers assurances that these security protections are best of breed through third-party audits. We are now on our fifth consecutive year of exception free SSAE18SOC1&2 reporting. Similarly, we ensure compliance with HIPAA HiTECH, PCI-DSS and GDPR requirements. We also hold multiple U.S. Federal Government FedRAMP (Moderate) Authority to Operate (ATO) letters.

It is my distinct pleasure to be a part of this DataBank team! I look forward to you joining us in the coming months.

[Redacted]



[Redacted]

[Redacted]

[Redacted]

DataBank has successfully completed, exception free, its System and Organization Controls (SOC) 1 and SOC 2, Type 2 examinations for the seventh year in a row. DataBank also announced the successful completion of the HIPAA and PCI-DSS assessments, citing all efforts were completed by a professional and independent third-party audit firm, 360 Advanced, Inc.

Completion of the SOC 1 Type 2 and SOC 2 Type 2 examinations is widely recognized for demonstrating an organization's commitment to their security, compliance, and control activities relevant to user entities' internal controls over financial reporting (SOC 1) and to the AICPA Trust Services Criteria, including: Security, Availability, Processing Integrity, Confidentiality, and Privacy (SOC 2). DataBank has once again achieved an exception free report, demonstrating our commitment to a secure environment.

Our DFW3 facility was designed and built to meet FedRAMP security standards. While your solution may not have an imminent need for such stringent requirements, your organization will benefit by these standards audited annually and continuously monitored.

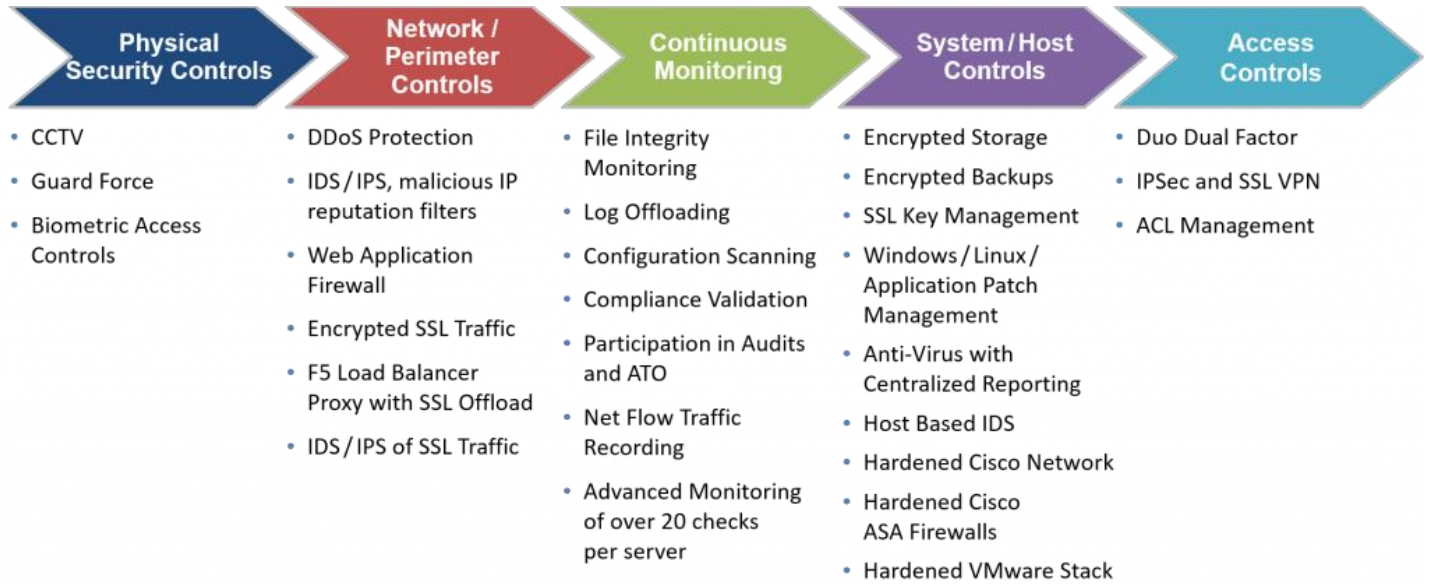


FedRAMP COMPLIANCE CHECKLIST

PHYSICAL ACCESS CONTROLS	LOGICAL ACCESS CONTROLS	NETWORK ACCESS CONTROLS	MANAGED HOSTING
<p>Physical Security (Data Center Access)</p> <ul style="list-style-type: none"> • Restricted Access to the Facility <input checked="" type="checkbox"/> • Signs for Identifying the Data Center <input checked="" type="checkbox"/> • Guard or Attendant at Entrance <input checked="" type="checkbox"/> • Photo ID Required <input checked="" type="checkbox"/> • Sign-in/Sign-out Process <input checked="" type="checkbox"/> • Two Factor Authentication <input checked="" type="checkbox"/> <p>Data Center Security and Facility: Access rights</p> <ul style="list-style-type: none"> • Restricted Access to DC Facility <input checked="" type="checkbox"/> • Two-Factor Access Required <input checked="" type="checkbox"/> • Signs Posted for Restricted Access <input checked="" type="checkbox"/> • Unique Access ID for Each Employee/person <input checked="" type="checkbox"/> • Process For Granting/ Revoking Access <input checked="" type="checkbox"/> • Escort Required for Visitors/Vendors <input checked="" type="checkbox"/> • Regularly Recurring Access Review <input checked="" type="checkbox"/> <p>Data Center Security and Facility: Access tracking</p> <ul style="list-style-type: none"> • Live Monitoring of Accesses <input checked="" type="checkbox"/> • Digital Log of Door Accesses <input checked="" type="checkbox"/> • Visitor Log <input checked="" type="checkbox"/> • Camera Placement at All Door Access Points, Aisles/Cages <input checked="" type="checkbox"/> <p>Data Center Security and Facility: Data protection</p> <ul style="list-style-type: none"> • Shredder Present <input checked="" type="checkbox"/> • Server/Comm Cabinets Secured <input checked="" type="checkbox"/> • Network Cables and Sockets Secured <input checked="" type="checkbox"/> 	<p>Data Center Security and Facility: Data Protection (continued)</p> <ul style="list-style-type: none"> • Complete Separation Between Each Customer Environment (CoLo) <input checked="" type="checkbox"/> • Separate & Defined Server Roles <input checked="" type="checkbox"/> • Access Control and Logging for All Access to Servers with PHI <input checked="" type="checkbox"/> • Firewall Between Public/Private Zones <input checked="" type="checkbox"/> • Production Change Management <input checked="" type="checkbox"/> • Incident/Problem Management Program <input checked="" type="checkbox"/> • Security Incident Response Plan <input checked="" type="checkbox"/> • Risk Management <input checked="" type="checkbox"/> <p>Documented Policies/Controls</p> <ul style="list-style-type: none"> • Access Control <input checked="" type="checkbox"/> • Awareness and Training <input checked="" type="checkbox"/> • Audit and Accountability <input checked="" type="checkbox"/> • Security Assessment <input checked="" type="checkbox"/> • Configuration Management <input checked="" type="checkbox"/> • Contingency Planning <input checked="" type="checkbox"/> • Identification and Authentication <input checked="" type="checkbox"/> • Incident Response <input checked="" type="checkbox"/> • Maintenance <input checked="" type="checkbox"/> • Physical and Environmental <input checked="" type="checkbox"/> • Planning <input checked="" type="checkbox"/> • Program Management <input checked="" type="checkbox"/> • Personnel Security <input checked="" type="checkbox"/> • Risk Assessment <input checked="" type="checkbox"/> • Systems and Services Acquisition <input checked="" type="checkbox"/> • Systems and Communications <input checked="" type="checkbox"/> • Systems and Info Integrity <input checked="" type="checkbox"/> 	<p>Firewall</p> <ul style="list-style-type: none"> • Dedicated HA Firewall for Every Environment <input checked="" type="checkbox"/> • Complete Logical Isolation for Customers <input checked="" type="checkbox"/> • Point-to-Point IPSEC VPN Tunnels <input checked="" type="checkbox"/> • Multi-Factor Authentication <input checked="" type="checkbox"/> • FIPS140-2 Encryption <input checked="" type="checkbox"/> • INGRESS and EGRESS Filters <input checked="" type="checkbox"/> • Access Control List Managements <input checked="" type="checkbox"/> <p>Network</p> <ul style="list-style-type: none"> • Private VLAN <input checked="" type="checkbox"/> • DMZ Zone for Public Services <input checked="" type="checkbox"/> • Internal Zone for Private Server <input checked="" type="checkbox"/> • All Customers Must Have HA Pair Firewalls <input checked="" type="checkbox"/> <p>Intrusion Prevention</p> <ul style="list-style-type: none"> • Intrusion Detection Service <input checked="" type="checkbox"/> • Intrusion Prevention Service <input checked="" type="checkbox"/> • Prevention of "Phone Home Bots" <input checked="" type="checkbox"/> • DDoS Mitigation <input checked="" type="checkbox"/> • Web Application Firewalls for OWASP 10 <input checked="" type="checkbox"/> • Management of IDS Rules & Blacklist Maintenance of WAF Rules <input checked="" type="checkbox"/> <p>Enterprise: Anti-virus</p> <ul style="list-style-type: none"> • Enterprise-Grade Anti-Virus <input checked="" type="checkbox"/> • Host-Based Intrusion Prevention <input checked="" type="checkbox"/> • Centralized Reporting <input checked="" type="checkbox"/> • Abnormal Process Logging <input checked="" type="checkbox"/> 	<p>Business Checklist</p> <ul style="list-style-type: none"> • Utilize Data Encryption <input checked="" type="checkbox"/> • Appropriate Insurance Coverage <input checked="" type="checkbox"/> • Onsite and Offsite Backups <input checked="" type="checkbox"/> • Vulnerability Management and Logging <input checked="" type="checkbox"/> • Have Adequate Security, Incident, Training and HR Policies <input checked="" type="checkbox"/> • SSAE 18 SOC 2 Type II <input checked="" type="checkbox"/> • Participate in Your Audit(s) at Extra Cost <input checked="" type="checkbox"/> • Specific Compliance Training <input checked="" type="checkbox"/> • Security Awareness Training <input checked="" type="checkbox"/> <p>Managed Hosting Checklist</p> <ul style="list-style-type: none"> • Comprehensive Monitoring <input checked="" type="checkbox"/> • Performance Dashboards Responsible for Responding to Alarms, Restoring Service and Escalations 24/7/365 <input checked="" type="checkbox"/> • Secure Ticketing Portal <input checked="" type="checkbox"/> • Dedicated Technical Account Manager <input checked="" type="checkbox"/> • Dedicated Implementation Engineer <input checked="" type="checkbox"/> • 24/7/365 Phone/Ticket Tech Support <input checked="" type="checkbox"/> • Patching <input checked="" type="checkbox"/> • File Integrity Monitoring <input checked="" type="checkbox"/> • Log Offloading <input checked="" type="checkbox"/> • Hardened OS Images <input checked="" type="checkbox"/> • SSP - 40 hours at \$200 per hour <input checked="" type="checkbox"/>

FedRAMP CHECKLIST | www.databank.com | 800.840.7533
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Through our robust portfolio of security as a service options — both in-house and best-in-class partnered solutions — our expert team can help ensure you'll receive the optimal protection for your IT deployment. DataBank's highly skilled technical and support teams can design a multi-layer defense solution to ensure that your IT environment maintains confidentiality, integrity, and availability.



DataBank's Netflow - a True Service Differentiator

Robust, Redundant, Segmented, and Extensible.

Threshold	DDoS – Corero® Routing Engine
Gateway	Security/Filtering Engine Load Balancing/Traffic Distribution Network Core Distribution
Dedicated Environment	Dedicated Firewalls with Micro Segmentation Dual Factor Authentication for VPN Access Host Based Security
Solution Augmentation	Content Delivery Network Managed Internet Third-Party Compliance and Vulnerability Scanning Database scanning Application scanning services Enterprise Backups and Disaster Recovery
Operational	SSAE18/SOC Audited - Secure Data Centers Robust & Redundant Power/Cooling/Connectivity Dedicated Security and Operational Professional

DDoS Protection

- Real-time protection, Instant response, no user level intervention required, Protects against 99% of volumetric attacks, and Full line rate protection
- Protection at the edge on each carrier circuit. Solution is easily expandable for both bandwidth and number of circuit and is a fully redundant configuration

Security/Filtering Engine

- Redundant security modules perform initial blocking of malicious traffic, bogons lists, bad ports and networks.
- A blacklist, updated daily, with thousands of bad computer IPs associated with hackers, botnets, DDOS, Spammers, and Malware, Is used to block attackers from ever entering DataBank's network.
- Carrier Grade Intrusion Prevention and Detection Systems (IDS/IPS) blocks over 15,000,000 attacks per day from hackers worldwide. Rules are updated twice weekly and include most 0-day exploits.

Load Balancing/Traffic Distribution

- Carrier Grade redundant F5 load balancers proxy and intelligently distribute traffic so that public users are unable to hit servers directly. DataBank customers are protected from DDOS attacks of up to 10 GBPS. The load balancers are configured with application aware sticky session algorithms and distribute traffic to the node with least connections and fastest response time.
- SSL Certificates are offloaded onto the F5 Load Balancers and run back through IDS/IPS to ensure that encrypted HTTPS traffic receives protection equivalent to HTTP traffic.

Network Core Distribution

- Sanitized traffic is then passed to a redundant network core and network distribution system. Two completely separate networks are run to every rack to ensure network resilience.
- Individual customer's traffic is routed to a VLAN that is assigned and isolated to each customer.

Dedicated Firewalls with Micro Segmentation

- Dedicated firewall configured to FIPS140-2 isolates traffic between the DMZ Public Network(s) VLAN/Zone and the Internal VLANs
- HTTPS/SSL decrypted traffic is passed back through the IDS/IPS security layer to ensure that attacks against secure web applications receive comprehensive protection.
- Micro-segmentation allows for the creating secure zones in customer environments that allows workloads to be isolated from one another and secure them individually.

Dual Factor Authentication for VPN Access

- Customer portal integrated Duo 2FA access control increases security, reduces risk, and critical for maintaining a number of compliance requirements

Host Based Security

- File integrity monitoring collects detailed change data in real time, adds change intelligence and automated remediation, and then integrates this data with the other security controls
- Log offloading ensures that attackers cannot erase their tracks if they do gain access to the systems, and gives DataBank security personnel a real time, aggregate view of customer's environments for incident identification, analysis, and remediation
- Prevent and detect malware on virtual and physical servers. Protects workloads without impacting performance. Anti-malware. Anti-exploit. Root cause analysis. Next-gen protection against ransomware and malicious attacks

Content Delivery Network

- A global CDN with 30 points of presence, 5 continents, and 2000+ network connections provides caching of static and dynamic content, global scale on-demand, and DDOS protection.
- Enterprise-class web application firewall (WAF) protects your Internet property from common vulnerabilities like SQL injection attacks, cross-site scripting, and cross-site forgery requests with no changes to your existing infrastructure.

Third-Party Compliance and Vulnerability Scanning

- Network vulnerability scanning technology, created by SecurityMetrics and backed by threat correlation and signature development, provides visibility to the threats inside and outside of your network. The scanning engine, accessible through SecurityMetrics, links to our compliance validation tools to help you demonstrate compliance and take any needed action against identified vulnerabilities.
- Our cloud-based managed services and compliance platform is the backbone for compliance validation.

Enterprise Backups and Disaster Recovery

- Veeam enterprise backup solution ensures every server is backed up on a daily basis with weekly fulls, daily incrementals, and customized retention
- Backups can be replicated offsite
- Zerto Virtual Manager allows for continuous data protection by enabling replication to an offsite cloud infrastructure. With built-in orchestration, warm and Hot DR options are available

Dedicated Security and Operational Professionals

- Data from all layers of the technology stack pipes into our SEIM for real time detection and incident analysis
- Dedicated security operations team monitors customer environments, performs periodic review, and assists in regulatory compliance efforts.
- 24x7x365 operational staff continuously monitoring, managing customer environments.
- DataBank has the highest level of service level objectives in the industry

Secure Data Centers

- Data Centers with built in multifactor authentication, physical security, monitoring, video surveillance.
- Tier 3 certified facilities guarantees that the power, cooling, and network infrastructure will be available.

IDS/IPS

DataBank's Managed IDS/IPS Solution leverages TrendMicro™ TippingPoint® Threat Protection System (TPS), a powerful network security platform that offers comprehensive threat protection against known and undisclosed (zero day) vulnerabilities with high accuracy. TPS provides industry leading coverage across different threat vectors from advanced threats, malware, and phishing, etc., with extreme flexibility and high performance. The TPS uses a combination of technologies, including deep packet inspection, threat reputation, URL reputation and advanced malware analysis on a flow-by-flow basis—to detect and prevent attacks on the network. The TPS enables enterprises to take a proactive approach to security to provide comprehensive contextual awareness and deeper analysis of network traffic. This complete contextual awareness, combined with the threat intelligence from Digital Vaccine® Labs (DVLabs) provides the visibility and agility necessary to keep pace with today's dynamic, evolving enterprise and data center networks.

Design Modeling

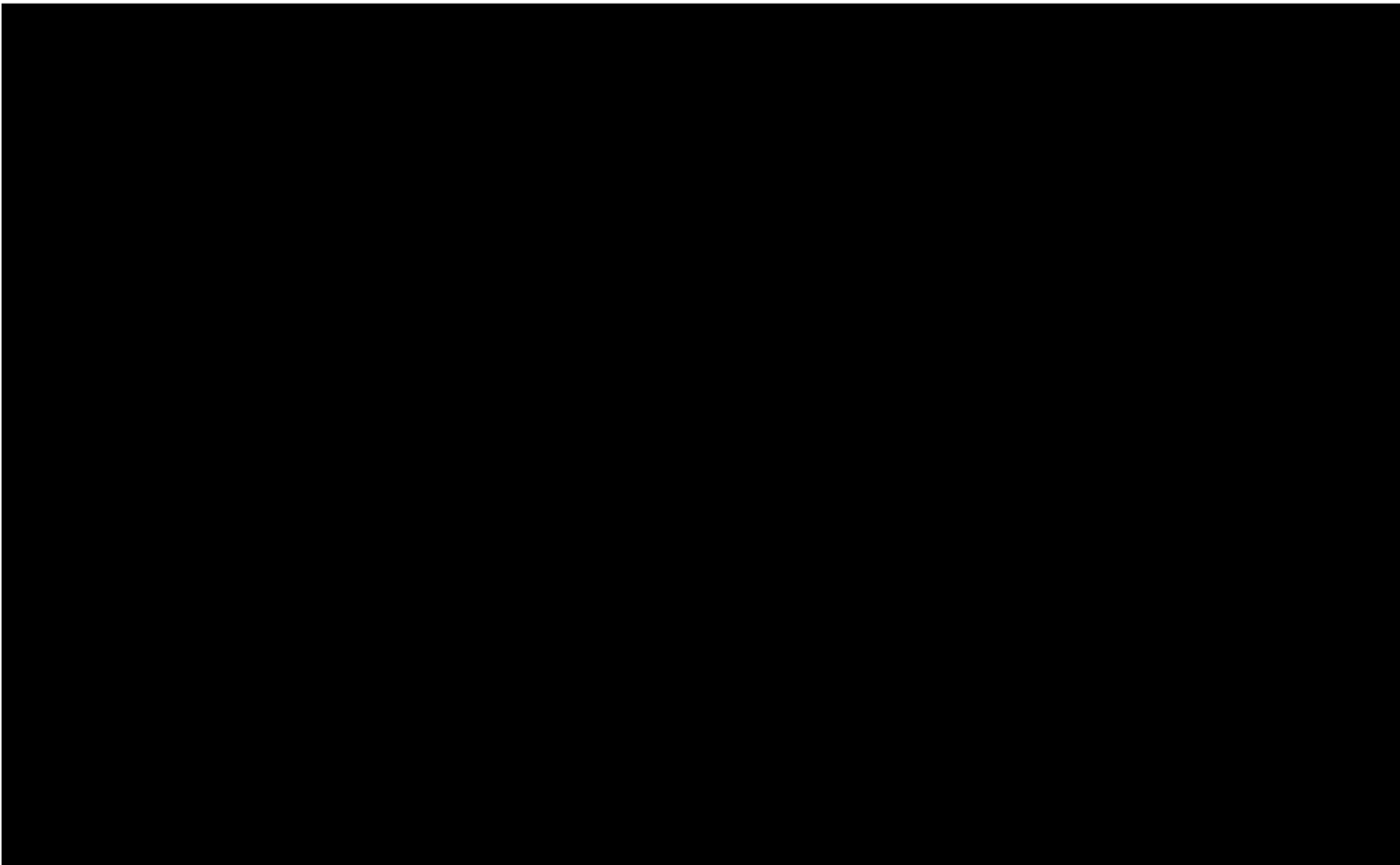
Our cost estimates include a cabinet cage and [REDACTED] power allocation. We recommend this private cage should have a single entrance and be secured by both card and biometric thumb readers.

Initial Installation to consist of:

[REDACTED]



Commonwealth of PA PIT2 Cage



Power Configuration

For maximum flexibility, DataBank can provide most types of power including but not limited to single pole, double pole and triple or three phase power configurations across both a single A side configuration (N) or an A side / B Side power configuration (2N).

Outlet configuration options include:

Power Class	Description	SLA Availability
N (A Side Power only)	Single power feed from a single power system. Example: (Outlet A on any single power system)	99.9995%
2N (A and B Side Power)	Two power feeds from <u>diverse</u> 2N power systems Example: (Outlet A on System 1 and Outlet B on System 2)	100%

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED] are the most common, but other options are available.

DataBank Service Level Agreement (SLA)

At DataBank, we understand that placing your mission critical IT environment in someone else's hands is one of your most important decisions. We know your IT environment is critical to your business and your customers, and we will treat it as such.

The service level agreement (SLA) below is our contractual obligation demonstrating that we deliver on our promises and commitments with a money back guarantee. If the DataBank obligation is not met, the credit set forth below will be issued to Customer if requested and verified by DataBank.

A violation shall begin upon the earlier of DataBank's actual knowledge of the violation or DataBank's receipt of notice from Customer of the violation. To receive credit if the obligations in this SLA have not been met, Customer must contact DataBank Customer Service within thirty (30) days of the end of the month for which credit is requested. Customer must provide a written explanation of the reported problem with instances.

DataBank Contact Information:

Toll Free: 1.800.951.1034

Local: 214.720.2266

Email: customercare@databank.com

1. Power Availability Guarantee

DataBank guarantees that AC and/or DC power will be available to Customer's space/rack/cabinet 100% of the time, measured over calendar month, when redundant A+B circuits are delivered; otherwise 99.99% for single circuit fed cabinets. Should DataBank fail to meet the Power Availability Guarantee, DataBank, upon Customer's request, will credit Customer's monthly invoice in accordance with the following credit schedule. The Power Availability Guarantee applies to the affected space/rack/cabinet only. A power outage shall begin when customer loses complete power to a rack or cabinet. A credit will not be issued if customer experiences a power loss on one side of an A+B power configuration.

“A side” (single circuit) SLA Schedule

Length ██████████	██████████ ██████████
██████████	█
██████████	█
██████████	█
██████████	█
██████████	█

“A+B” side” (dual circuit) SLA Schedule

Length ██████████	██████████ ██████████
██████████	█
██████████	█
██████████	█
██████████ ██████████	█

This Power Availability Guarantee does not apply to non-redundant (“A” power only) customers during announced temporary power outages due to scheduled maintenance windows or tripped breakers operating above 80% of the breaker rating. Activities such as power upgrades or planned building power shutdowns will be announced with a High Risk Activity Notice at least ten (10) days prior to the planned shutdown

2. HVAC Commitment

DataBank will commit to maintain ~ over a 24-hour period ~ an average temperature of [REDACTED] degrees Fahrenheit within the cold aisles of the colocation area. However, temperatures may temporarily fluctuate in the range of [REDACTED] Fahrenheit, and DataBank does not commit to any temperature range inside cabinets or within private suites. If DataBank violates the HVAC Commitment in any twenty-four (24) hour period, DataBank will credit Customer’s account for the actual time that Service was not in compliance with the HVAC Commitment. DataBank reserves the right to modify the upper and lower limit for cold aisle temperatures in accordance with the latest ASHRAE recommendations for Datacom Equipment.

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

3. Relative Humidity Commitment

DataBank will commit to maintain ~ over a 24-hour period ~ an average relative humidity of [REDACTED] within the Colocation Area. However, operating percentages may temporarily fluctuate in the range of [REDACTED] and DataBank does not commit to humidity percentages within specific cabinets or private suites. If DataBank violates the Relative Humidity Commitment in any twenty-four (24) hour period, DataBank will credit Customer’s account for the actual time that Service was not in compliance with the Relative Humidity Commitment. DataBank reserves the right to modify the upper and lower limit for relative humidity in accordance with the latest ASHRAE recommendations for Datacom Equipment.

Length of noncompliance	Credit Against Monthly Charges
██████████	██
██████████	██
██████ ██████	██

4. Cross-Connect Availability Guarantee

DataBank guarantees that cross-connects terminated at the Main Distribution Frame will be available to Customer 100% of the time after initial installation. Should DataBank fail to meet the Cross-Connect Availability Guarantee, DataBank, upon Customer's request, will credit Customer's monthly invoice in accordance with the following credit schedule. The Cross-Connect Availability Guarantee applies to the cross-connect for the affected circuit only.

Length of Interruption	Credit Against Monthly Charges
██████████	██
██████████	██
██████████	██
██████ ██████	██

This Cross-Connect Availability Guarantee does not apply to service provider outages, equipment failure on the part of either Customer or service provider, or Customer created service disruptions.

5. DataBank Network Guarantee

DataBank guarantees that during any calendar month, the Internet protocol network utilized to access the Internet from the Designated DataBank Facility will have availability of 100% for Customer to transmit to, and receive information from, the Internet. Should DataBank fail to meet the Managed Internet Availability Guarantee, DataBank, upon Customer's request, will credit Customer's monthly invoice in accordance with the following credit schedule. For credit eligibility customer must utilize both redundant hand off from DataBank Internet platform and redundant hardware at customer network edge (firewall, switch, router, etc).

Availability %	Credit Against Monthly Charges
██████████	■
██████████	■
██████████	■
██████████	■
████	■

6. Cloud Availability Guarantee

DataBank guarantees the functioning of IaaS (Infrastructure as a Service) and/or PaaS (Platform as a Service) Cloud environments at 100% for underlying hardware (see section 7). For PaaS (Platform as a Service) Cloud environments DataBank guarantees that individual VMs (Virtual Machines) will be available at 99.95%. If this SLA is not sustained, customer is eligible for a credit based on the following:

Availability %	Credit Against Monthly Charges
██████████	■
██████████	■
██████████	■

██████████	██
██	██████

7. Dedicated Hardware Guarantee

For dedicated hardware (Server, Firewall, Switch, Load Balancer, etc.), we guarantee the functioning of all server hardware components and firewalls we provide and will replace any failed component at no cost. This includes, but is not limited to, servers, motherboard, memory, hard drives, raid controllers, NIC cards and firewalls. The replacement will be initiated as soon as hardware is determined to be the cause of the problem. The new hardware shall be in place within four hours.

The following SLA applies to Dedicated Hardware:

Availability %	Credit Against Monthly Charges
██████████	██
██████████	████
██████████	████
██████████	████
██	██████

Colocated and customer provided equipment is excluded from the hardware SLA.

8. Clustered / Fault Tolerant Guarantee

DataBank guarantees Clustered / Fault Tolerant environments designed and managed by DataBank at 100%. If this SLA is not sustained, customer is eligible for a credit based on the following:

Availability %	Credit Against Monthly Charges
██████████	██
██████████	██
██████████	██
██████████	██
██	██

This SLA specifically applies to the following products:

- HA/Failover Firewall Pair
- HA/Failover Load Balancer Pair
- SQL Server Clustering (Failover Cluster Instance only)
- Additional solutions may be covered by this SLA if designed by DataBank Sales Engineering and specifically noted on Service Order.

9. Data Protection Service Guarantee

DataBank guarantees availability of the Data Protection platform at ██████. If this SLA is not sustained, customer is eligible for a credit based on the following:

Availability %	Credit Against Monthly Charges
██████████	██
██████████	██
██████████	██
██	██

Cloud Data Protection Appliances (for deployment at customer site) are covered by the following SLA (unless noted on the service order that they are configured in a Clustered/HA configuration, in which case the standard Data Protection SLA above applies):

Availability %	Credit Against Monthly Charges
██████████	███
███	██████

DataBank will begin restorations as soon as reasonably possible, but no longer than 4 hours after receiving request from customer. For any restore requests not started within 4 hours, customer is eligible for a 5█ credit against the monthly fee for Data Protection up to a maximum of 100% credit per month.

10. Managed Backup Guarantee

We shall provide backup services as included in the managed services set out on your order and invoice. Please note that different services have different backup retention times. We will credit your account for a full month of management fees for the affected server should backups included with your service be unavailable when you request them for that server.

The total credit in a billing period shall not exceed the fees invoiced in that period. You must request a credit within ████ of the downtime event. This SLA is your sole and exclusive remedy for issues covered by it. The SLA does not apply to accounts with a past due balance.

11. Uptime Availability

Where defined as a percentage, availability is based on the following:

Availability %	Downtime per Month

██████	██████
██████	██████
██████	██████
██████	██████
██████	██████
██████	██████
██████	██████
██████	██████
██████	██████

12. Exceptions

Customer shall not receive a credit if the violation is due to or caused by:

- Failure of AC power when UPS power is not purchased from DataBank
- Customer or others authorized by Customer to use the Services under the Agreement, or those parties' failure to follow DataBank procedures
- Failure of power, facilities, equipment, systems or connections not provided by DataBank
- Overall Internet congestion, slowdown, or unavailability
- Unavailability of generic Internet services (e.g. DNS servers)
- Actions or inactions of Customer (unless undertaken at the express direction of DataBank) or third parties beyond the control of DataBank
- Password lockouts and other security invoked events are excluded and not covered
- A result of Customer equipment or third-party computer hardware, software, or network infrastructure not within the sole control of DataBank
- Scheduled maintenance activities
- A force majeure event as defined in the Agreement.
- Issues related to or caused by a Third Party's network, hardware or facility or any third-party outages.

13. Invoice Credit

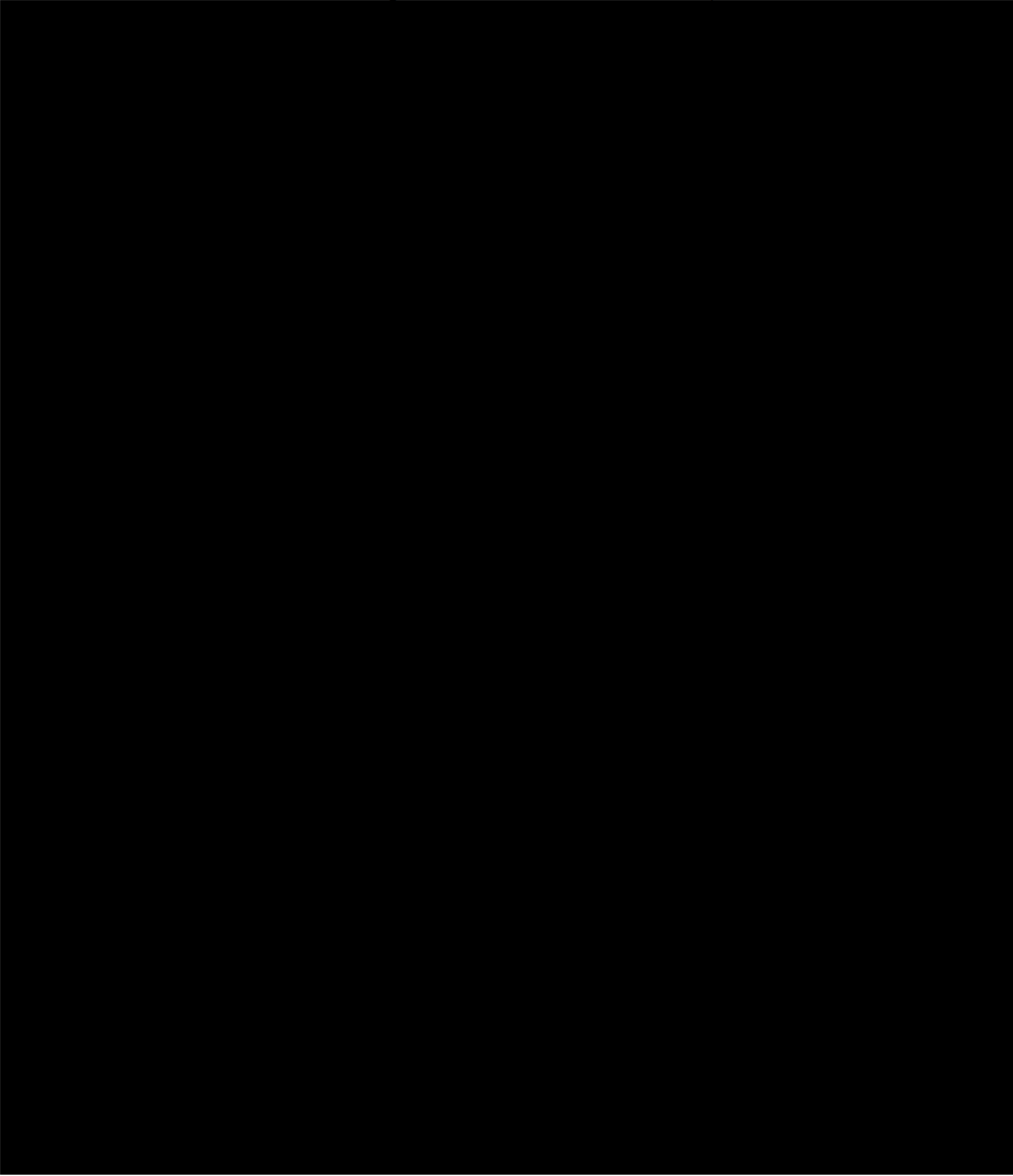
Outage Credits shall be credited on Customer's next monthly invoice for the affected Colocation Service provided that in the event the Service Term or Extension Period applicable to the affected Colocation Service expires or terminates prior to Customer's receipt of any and all credits, then DataBank shall pay to Customer a dollar amount equal to the unused credits within ████████ calendar days of such expiration or termination.

14. Chronic Problems

A “Chronic Problem”, as specified in Section 5.2(e), Termination Option for Chronic Problems, of the Agreement, will be deemed if more than three (3) violations of the service level guarantees outlined in the Service Level Warranty occur within any six (6) month period. In the event of a Chronic Problem, Customer may, without liability, terminate the affected Service(s) upon no less than [REDACTED] days’ written notice to DataBank.

DataBank

Corporate Hierarchy





A DIFFERENT KIND OF DATA CENTER EXPERIENCE

TAKING THE WORRY OUT OF MANAGING MISSION-CRITICAL IT INFRASTRUCTURE

Today's rapidly evolving IT landscape demands a fundamentally different data center experience: One that's evolved beyond plain-vanilla colocation to provide all the platforms you'll need and the flexibility to shift workloads between them. A data center that helps keep your data secure and compliant while providing managed services and support to liberate your team. One with an operating culture that inspires confidence so you can focus on growing your business instead of worrying about your mission-critical IT infrastructure.

That's the Data Center Evolved™.

HYBRID IT INFRASTRUCTURE

The Right Blend for Today and Tomorrow

Flexibility matters. Our entire ecosystem is purpose-built to provide a comprehensive blend of infrastructure platforms that will power your business for years to come:

- **Colocation:** Cabinets, cages and suites with smart hands and remote hands options.
- **Cloud:** IaaS and managed PaaS cloud platforms in both shared and private configurations.
- **Connectivity:** Private, inter-market MPLS backbone, 100% carrier-neutral interconnections, and access to public clouds.

And the additional flexibility of Contract Portability allows you to move workloads between platforms without fear of missing, outgrowing or overinvesting in any particular technology.

9	20	220	200+	700,000+
METROS	DATA CENTERS	TOTAL MW	TOTAL CARRIERS	TOTAL DATA CENTER RSF



SUPERIOR FACILITIES

Confidently move your applications and platforms into purpose-built data centers with world-class amenities in fast growing edge markets.



TRULY HYBRID

Create the perfect blend of infrastructure for your hybrid IT strategy by mixing cloud, colocation and connectivity with flexible contract portability.



FULLY MANAGED

Adopt a more agile IT footing by letting our team manage your network, servers, storage and security while you maintain visibility and control.



STRICTLY COMPLIANT

Leverage our ecosystem to achieve up to 80% of the controls required for FedRAMP, FISMA, SSAE18 SOC1/SOC2, HIPAA/HITECH, PCI-DSS and Privacy Shield/GDPR.



THE DATABANK PORTAL: YOUR EYE INSIDE

Imagine having all your infrastructure assets and services connected in one simple-to-use management portal. The industry-leading **DataBank Customer Portal** gives you and your team real-time analytics into your colocation, cloud and network assets, performance, security, compliance, tickets, devices and more.

FULL SPECTRUM SECURITY AND COMPLIANCE EXPERTISE



WORLD-CLASS FACILITIES. HANDS-ON SUPPORT.

Our world-class data centers are fortified with a range of powerful connectivity and managed services to optimize your operations: multi-layered security, compliance, data storage and protection, and unmatched support from dedicated professionals.

- **Power Density:** Up to 34kW per cabinet (air cooled), up to 100kW per cabinet (chilled- water doors); 120V, 208V and 208V 3 Phase distribution options.
- **Reliability:** 100% uptime SLA with fully redundant UPS, generator and cooling systems.
- **Flexibility:** 52U Cabinets (vs 42U), cages, or suites with fully customizable environmental and access controls.
- **Amenities:** Office space, conference/break rooms, loading docks, secure storage, crash carts, server lifts, hand tools, and much more.

LOCAL SERVICE. NATIONAL REACH.

Our 20 data centers are strategically located in 9 edge markets that offer high population densities as well as a concentration of technology business and research universities.

Each DataBank facility features:

- Robust connectivity
- Highly redundant infrastructure
- Priority power grid access
- Strong structural security
- Secondary carrier hotel option



TALK TO AN EXPERT

Discover the DataBank Difference

databank.com | 800.840.7533



DATABANK
Data Center Evolved™

DATA CENTERS | COLOCATION | CONNECTIVITY | CLOUD & HYBRID SOLUTIONS | MANAGED SERVICES



A CLOSER LOOK: HOW DATABANK BUILT A HIGH DENSITY SOLUTION FOR GEORGIA TECH

BACKGROUND

Breaking Down the Computing Demands of a HPC Environment

Recently, DataBank announced the development of a new 94,000 sq. ft. data center in downtown Atlanta for anchor-tenant, Georgia Institute of Technology. Located in Midtown Atlanta and codenamed “CODA”, DataBank’s ATL1 data center will serve as a high performance computing center, set to house the Southern Crossroads and provide high speed, high bandwidth connectivity to research and education sites throughout the southeast and across the nation. Georgia Tech’s premier academic and research programs will be the main tenant under a long-term lease for both the data center as well as the adjoining office tower.

When Georgia Tech set off on their endeavor to create an HPCC for their institution and approached DataBank, our team joined their ranks to create a data center environment specifically designed to accommodate their needs and resolve the challenges that often accompany HPC initiatives.

CHALLENGE

The Significance of High-Performance Computing In Higher Education

When it comes to higher education, particularly engineering and scientific research, the quest for information is unceasing. As technology advances, more extensive, complex questions surface, and the

Our team joined their ranks to create a data center environment specifically designed to accommodate their needs and resolve the challenges that often accompany HPC initiatives.

The HPCC project at CODA is being spearheaded by Georgia Tech to create public-private collaboration leveraging Georgia Tech students, faculty and knowledge to solve real-world business problems. Researchers and industry participants working in the adjacent office tower will have direct, high-speed fiber access to Georgia Tech’s latest fleet of supercomputers and unique datasets located inside the HPCC, as well as the on-site expertise of Georgia Tech’s academic community.

only way to analyze and answer those questions is with HPC systems (CIO from IDG).

In higher education (and virtually every other market, as technology continues to advance), staggering amounts of data are being gathered and stored. When it comes to researchers working within universities, billions of files and petabytes of data are the kind of volumes generated and dealt with on a daily basis. This data often represents the progress of incredibly important initiatives: climate change, cancer research and more.

Why HPC Calls for Specialized Data Center Designs

Obviously, HPC is called high-performance computing for a reason: it requires extraordinary performance. Higher education institutions like Georgia Tech need compute environments with a tremendous amount of computing power, capacity, and storage. It's also worth noting that while reliability is important, uptime isn't necessarily the primary goal; sheer power is the resource necessary for extremely large data sets being generated by intensive research.

This necessitates very specific needs for proper heating, cooling, space and managing massive workloads, which is why such an endeavor creates the need to work with an advanced data center provider well-versed in the IT challenges of HPC.

SOLUTION

A Look Into Designing the Right Environment for Georgia Tech

When design and development were underway, our engineering team worked with Georgia Tech to carefully define their specific requirements. This particular solution was engineered very precisely around their performance needs and involved multiple levels of differing designs.

One section of the HPCC doesn't require significant UPS backup power—the platform can be likened to blockchain, where data is fed into it and if an incident occurs, the batch job is simply restarted. UPS units with flywheel will be installed to provide thirty seconds of reserve time, which will accommodate for any quick power hits from the utility company.

Another section, referred to as the OIT (office of information technology), is where the data fed into the HPCC is held; SAN equipment, for instance. Such data requires an additional backup capability, so we'll install a UPS with full battery and generator backup.

“ High-performance computing has very different, very specialized environmental design demands in comparison to your typical data center. Unmistakably, Georgia Tech called for a very specialized approach to engineering. Fortunately, DataBank was up to the challenge.”

DANNY ALLEN,

VP OF TECHNICAL OPERATIONS AT DATABANKSOLUTION

Ultimately, the OIT section of the HPCC will have full redundancy.

Where cooling is concerned, the HPCC has unique requirements in that it runs somewhere between 40-60 kW per rack. Consequently, the best option for meeting cooling demands is cold water back doors. This consists of an AC coil on the back door of racks, which cools the heat generated by the high density as it comes off the back of the server, then exhausting it into the data center floor. The OIT section requires more standard data center cooling with perimeter CRAC units. This dual cooling approach requires two different temperatures of water being supplied to the data hall. The CRAC units will be fed with 52-degree water and the cold water back doors will be fed with around 60-70 degree water; anything colder will cause the coils to condensate.

A High-Performance Computing Center in the Works

At present, the HPCC-focused data center in Atlanta is still in the works, though the shell of the building is complete. The interior buildout is in process, including chilled water piping, setting up UPS equipment and electrical gear and tying everything together. The data center is expected to be online Q1 of 2019.

**HPC is called high-performance computing for a reason:
it requires extraordinary performance**

In the planning and development stages, the facility was laid out for Georgia Tech specifically, with the second and third floor functioning as colocation floors. This provides accommodations for environments intended to be connected to Georgia Tech and the HPC platform as typical colocation customers.

If You're Focused on HPC Initiatives, Find a Data Center Partner.

As can be demonstrated by Georgia Tech, the demands of HPC environments are extensive and very specific with respect to design requirements. If you're part of an institution heavily engaged in scientific and engineering research, then you're probably familiar with the IT challenges that accompany HPC environments. It's important to empower your institution and its educators in their search for knowledge, but it's equally important to protect the fruits of their labor. You can solve this problem by taking advantage of a data center that will give you the space, power, and cooling you really need to use HPC effectively.

DataBank specializes in providing such environments and the managed services that complement them so that your university doesn't have to lay out excessive capital for IT initiatives that would be better spent elsewhere. If you're seeking to identify the best way to protect your HPC technology and support your researchers, get in touch with DataBank today, or call us at 1.800.840.7533 and speak to an expert.

WHY DATABANK?

- DataBank off-loads the risk, allowing organizations to scale while ensuring compliance with their requirements
- Clients' data infrastructures, websites, and applications always stay up because we do more than fix problems — we keep them from happening in the first place
- Our engineers are an extension of your team, enabling you to focus on running your business instead of getting the runaround from less proactive providers
- We keep our promise to provide the industry's best data center, cloud, and interconnection services
- ...And we deliver all of that with no-surprise pricing



DATA CENTER / PITTSBURGH / PIT2

SUMMIT PARK DATA CENTER

35 Summit Park Drive – Pittsburgh, PA

PIT2 is DataBank’s second facility in the Pittsburgh PA market. Located in North Fayette Township, the facility was acquired from PNC Bank, the sixth largest commercial bank by assets in the U.S., and includes a long-term lease-back making the bank the anchor tenant occupying the entire second floor. DataBank has made significant enhancements to the secure, three-story, 115,000 sq. ft. facility, expanding it to a total of 40,000 RSF and providing 4.55 MW of redundant power. PIT2 offers excellent connectivity with a range of onsite carriers, and a high speed connection to PIT1, the regional carrier hotel, providing even greater options. DataBank also operates the facility to meet the FISMA (Federal Information Security Management Act) compliance standard. PIT2 is Pittsburgh’s premier data center today, and with 10 acres of potential expansion, is poised to accommodate the market’s needs tomorrow.

PIT2

40,000
Raised Floor Square Footage

Tier III Design
Facility Rating

Dedicated
Facility Type

2FA + Fencing
Facility Security

Power

- 6MW**
Site Power Total
- 4.5MW**
Critical Power Total
- 120V, 208V, 3P**
AC Power
- 2N**
Power Design

Cooling

- 17kW**
Max Cab Density Air
- N+1**
Cooling Design

Network

- 1**
Meet-Me-Rooms
- 6**
On-Site Network Providers
- 2**
Fiber Entries
- Carrier Neutral**
Yes
- Cloud Direct Connect**
Available

Platforms

- Colocation**
Cabinets | Cages | Suites
- Cloud**
In-Region
- Connectivity**
MPLS | Metro DCI
- Managed Internet**
Firewall | DDoS Mitigation

Compliance

-
-
-
-

Support

- 100%**
Up Time SLA
- 7x24x365**
On-Site Support
- Remote Hands**
Support Available
- Smart Hands**
Support Available

INTERIOR DETAILS



WHY DATABANK?



OUR APPROACH

We are your trusted partner committed to getting you the optimal solution to meet your business objectives



SECURITY

Our dedicated security and compliance teams lets us achieve the most stringent regulatory certifications for our facilities and solutions



ACCOUNTABILITY

We are straightforward, thoughtful, and resolute in our pursuit of better customer experiences and business success



SERVICE

Datacenter staffed 24/7/365 with U.S. based responsive support engineers. Proactive service methods takes the burden off your team

LOCAL SERVICE. NATIONAL REACH.



Our **20 data centers** are strategically located in **9 edge markets** that offer high population densities as well as a concentration of technology business and research universities.

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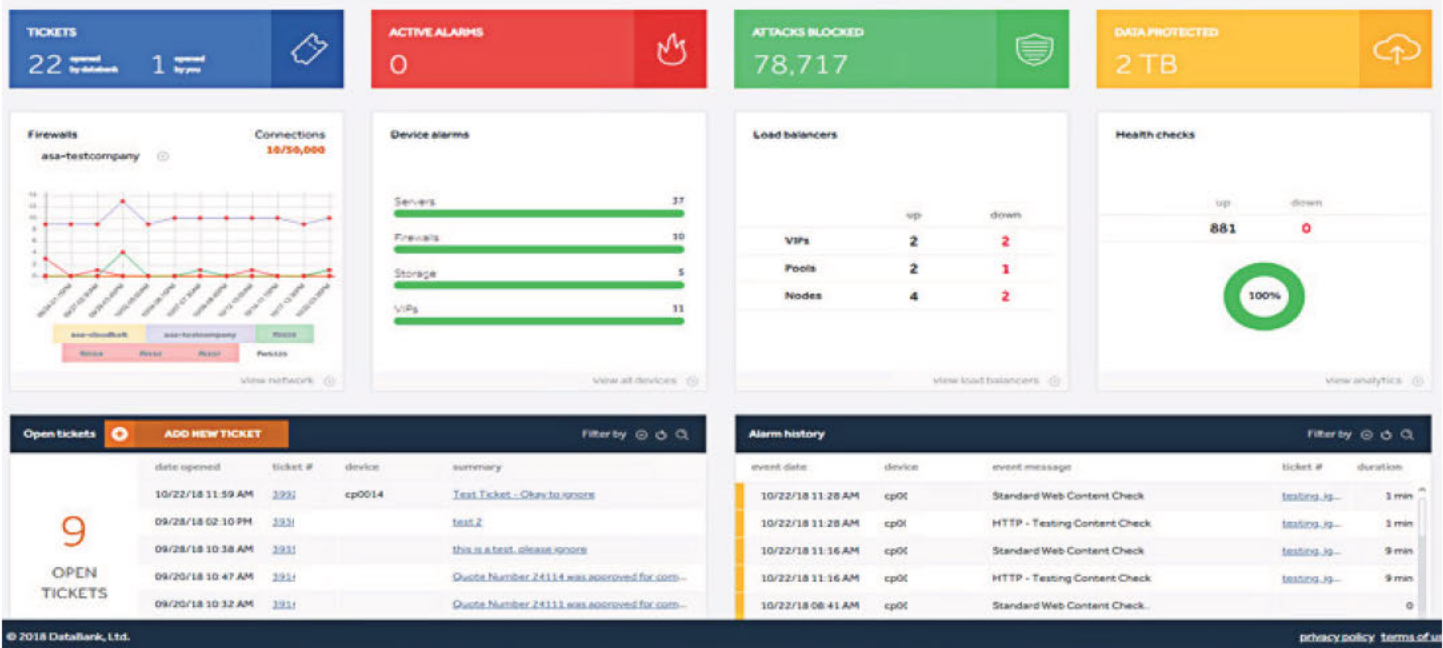
THE DATABANK PORTAL

COMPREHENSIVE VISIBILITY AND MANAGEMENT

The DataBank Portal gives you a single point of control and visibility for your hosted infrastructure. Built from the ground up specifically for the needs of hybrid environment, the DataBank Portal takes standard reporting, management features and functionality to a new, self-service level, completely evolving the data center experience.

Enabling Your Hybrid Infrastructure

DataBank enables your Hybrid IT environment by giving you complete visibility and control of your data center, colocation, cloud, managed services, and network environments. Our Portal allows you to monitor and manage what matters most, such as colocation power utilization, data center physical access, security, compliance, network performance, bandwidth, tickets, devices, and billing.

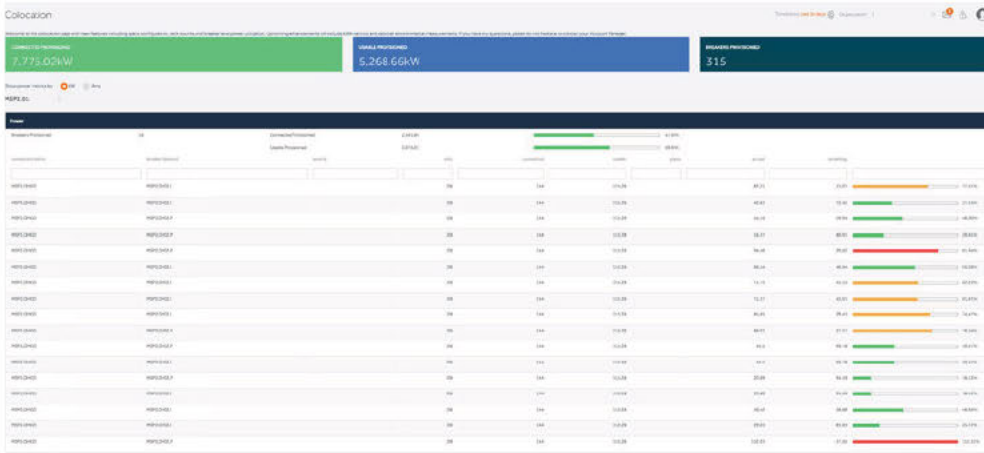


The DataBank Difference

Our Portal evolves your data center experience by providing real-time visualization with access to a granular level of detail so you can more effectively and efficiently manage your hybrid environment. The DataBank platform is a custom-built, highly integrated platform, designed by our internal team of developers, hired exclusively for the care and feeding of your mission-critical assets and solutions. As a result, you benefit by having a holistic, single-pane of glass into your entire environment that is visual, real-time, and precise.

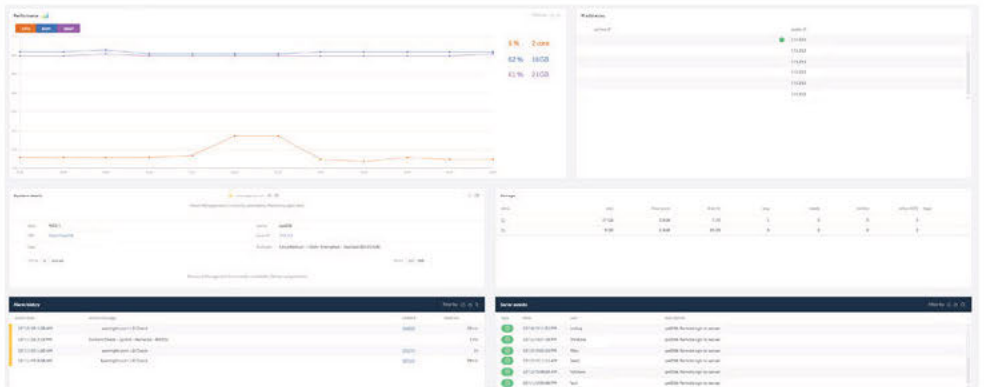
COMPLETE VISIBILITY

COLOCATION SPACE AND POWER



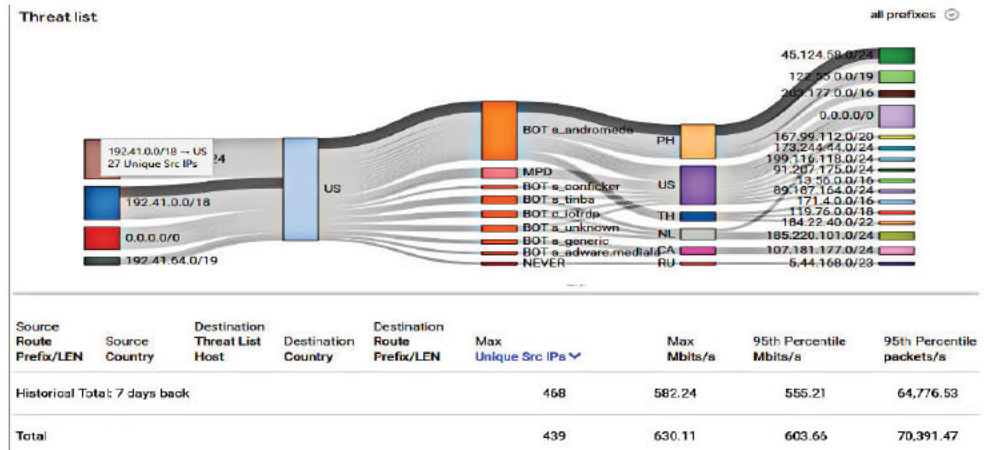
- ### Physical Access and Visibility
- Schedule access
 - Approve, activate, and deactivate users
 - Assign supervisory roles
 - Provide cardholder access lists to auditors
 - See who's been granted and denied access
 - Environmental
 - Power circuit and breaker panels
 - Power consumption
 - Network ports and cable types

MANAGED SYSTEMS AND SERVICES



- ### Reporting
- SSL/DNS
 - Servers
 - Firewalls
 - Load balancers
 - Performance (CPU, RAM, SWAP)
 - System details
 - Storage
 - Alarm history
 - Patching schedule
 - File system backups

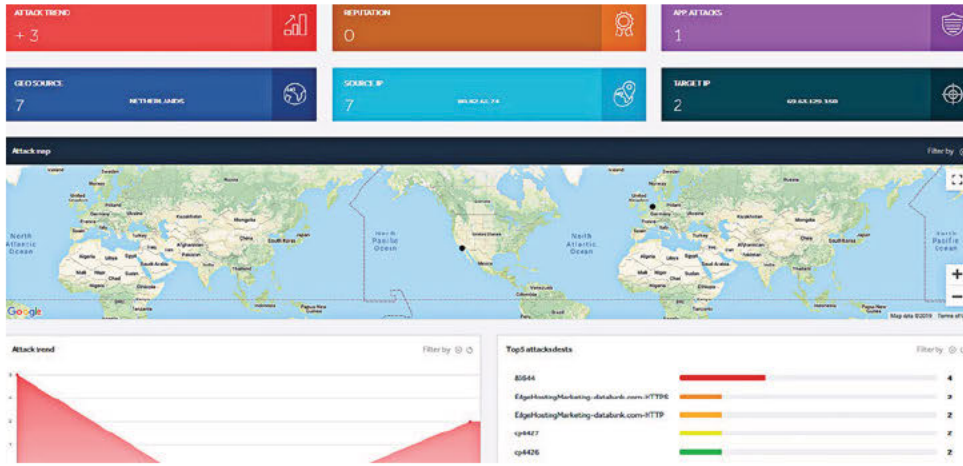
NETWORK PERFORMANCE AND BANDWIDTH



- ### Widgets
- Threat list
 - Threat source
 - Top 10 protocols
 - Protocol distribution
 - Top 10 ports
 - Flow by IP and port
 - Flow by protocol
 - IP prefixes
 - Bandwidth in/out
 - 95th percentile

SINGLE POINT OF CONTROL

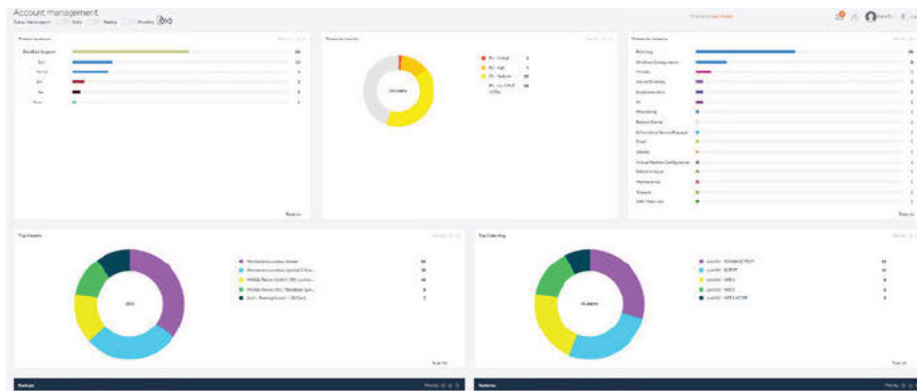
SECURITY AND COMPLIANCE



Reporting

- FedRAMP
- HIPAA/HITECH
- PCI-DSS
- Attack trends
- Attack type
- GEO source
- Source IP
- Internal and external vulnerability scans
- Severity
- Reputation

ACCOUNT MANAGEMENT



Dashboards

- Top events
- Top alarms
- Tickets
- Attacks blocked
- Security events
- IDS/IPS
- Nodes
- Sort by priority, person, and time frame
- Backups
- Restores

BILLING AND USER MANAGEMENT SELF-SERVICE

“It’s about transparency. Everything our support and engineering teams see, you can see. We designed the portal to empower and enable our customers.”

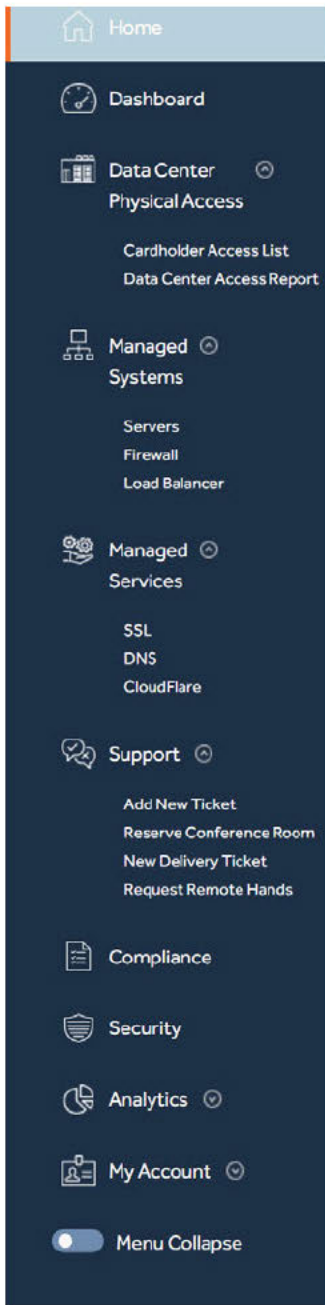
YVETTE HAMILL-GRAVES
Senior Account Manager, DataBank



Management

- Manage and compare invoices
- Review transactions and balances
- Manage portal users and roles
- Manage device tags
- Manage profiles and notifications

KEY FUNCTIONALITY



Data Center Information Management

- ✓ Visualize power by device
- ✓ See A/B power per rack
- ✓ Visualize power to each outlet and rack
- ✓ Catalog and alarm on every device
- ✓ Alarm when 80% of power is exceeded

Managed Systems and Services

- ✓ Devices
- ✓ Server details and performance
- ✓ DNS and SSL

Support Tickets

- ✓ Add a new ticket
- ✓ Gain data center access
- ✓ Reserve a conference room
- ✓ Open a new delivery ticket
- ✓ Request remote hands

Compliance

- ✓ Create compliance self-assessment
- ✓ Download compliance certifications
- ✓ Create self-assessment questionnaires

Security

- ✓ Download vulnerability scans
- ✓ View IDS/IPS information
- ✓ Query volume and type of attack

Billing

- ✓ View invoices
- ✓ Change billing contacts
- ✓ Compare invoices

User Management

- ✓ Manage users and roles
- ✓ Edit user accounts

Data Center Physical Access

- ✓ Activate and deactivate access
- ✓ Cardholder access list
- ✓ Data center access report

Network Visualization and Performance

- ✓ Visualize bandwidth utilization
- ✓ Verify network performance



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Data Centers | Colocation | Connectivity | Cloud & Hybrid Solutions | Managed Services



COLOCATION SERVICES

REMOTE AND SMART HANDS

EXPERT TECHNICIANS TO KEEP YOUR DATA CENTER UP AND RUNNING

Colocating in an outsourced data center environment takes the pressure off of your IT team to manage security and reliability for your critical IT deployments, but what about technical support needs? In the digital world, achieving maximum uptime and availability is key.

Maintaining availability and uptime gives you the power to serve your customers and end users continuously. Engaging a remote hands service allows you to rely on experienced, highly responsive, and communicative technical staff to resolve on-site issues or cover routine tasks, from a switch reset to advanced troubleshooting.

DataBank Remote & Smart Hands service is delivered by expert, on-site technicians who ensure rapid response to your technical support needs. Around-the-clock installation, diagnostics, troubleshooting, and equipment repair are all part of the package.

Address All of Your Tech Support Needs, Reduce Costs, and Increase Uptime

DataBank's Remote Hands service covers the entire range of data center support, from installation of servers, gear, and equipment to reboots and resets of equipment. A local console gives you a remote set of eyes and hands to handle simple system inquiries, plus, we're able to install and organize cables, hard disks, memory, and other components of your infrastructure. Depending on your requirements, you can choose from priority one or priority two.

DataBank offers multiple services to clients to ensure maximum uptime, availability, and productivity from deployed infrastructure. Our Remote and Smart Hands service extends your on-site IT presence by leveraging support staff who you can count on to perform a variety of service options at the direction of your off-site personnel.



Ensure business continuity with immediate support responses and 24x7x365 operations



Empower your IT staff to focus on more impactful projects



Reduce IT support costs as a result of incremental billing

THE DATABANK DIFFERENCE

- | COMPLIANCE | SECURITY |
|-------------------|----------------------|
| • SSAE18 | • FIREWALL |
| • PCI-DSS | • IDS/IPS |
| • HIPAA
HITECH | • SCANNING |
| • FedRAMP | • 24x7
MONITORING |
| • ITAR | • WAF |
| • NIST 800-53 | • 2-FACTOR
AUTH |
| • FIPS 140-2 | |

With more than 400 blades, 8000 cores, and 9 PB of storage under management across four geographies, you can rely on our scale, tools, and talent to ensure your applications are globally available, protected, performant, compliant, and secure.

DATABANK REMOTE AND SMART HANDS SERVICE DETAILS

FEATURE	BUSINESS OUTCOME/IMPACT
24x7x365 support	✓ Ensures rapid issue resolution for maximum availability
Trained technicians	✓ Provides expert, hands-on technical support staff on site at the data center
Staff on site at the data center	✓ Eliminates the need for site visits and frees your IT staff for strategic initiatives
Flexible pricing model	✓ Allows you to pay for only what you need
Comprehensive coverage	✓ Addresses all technical infrastructure support needs, from installation to emergency resets

Included

- Rack & stack
- Cabling
- Troubleshooting
- Reboots & resets
- Local console
- Component installation

Service Delivery Options

Priority 1: Covers issues that require an immediate response. Staff on hand around-the-clock ensures these requests are handled in a prompt, professional manner

Priority 2: Addresses service needs of a non-critical nature. You can also schedule Remote Hands to meet a specific maintenance window or project requirement

Why DataBank?

DataBank is a leading provider of enterprise-class data center, cloud, and connectivity services, offering customers 100% uptime availability of data, applications, and infrastructure. DataBank's managed data center services are anchored in world-class facilities that cater to today's network and computing edge - users and applications in dense but underserved markets.

DataBank provides its suite of services in a truly hybrid model allowing enterprises to port workloads, technologies and even contract terms from data center to data center and from cloud to colocation, with compliance certifications to meet the most stringent demands. By evolving the data center experience in this manner, our customers are able to more effectively manage risk, improve technology performance and focus on growth.



A CLOSER LOOK: HOW DATABANK'S MANAGED CLOUD SOLUTIONS DRIVE SCALABILITY FOR HEALTHCARE SAAS PROVIDERS

BACKGROUND

Leaders at Surgical Information Systems (SIS), a leading perioperative IT vendor based in Alpharetta, Ga., recognized the importance of offering an ambulatory surgery IT system via the cloud. "The fastest growing portion of our business is in the ambulatory surgery center market. We felt the right solution for that space needed to be cloud-based. That market is beginning to see cloud-based solutions from competitors," said Douglas Rempfer, COO, SIS. "Ambulatory Surgery Centers (ASCs) are usually standalone facilities with two or three operating rooms. They don't have the large IT infrastructure or staff that hospitals do and, therefore, have more challenges supporting client-server-based solutions."

Through its conversations with various vendors, though, SIS realized that it needed more than just floor space, racks, and hardware equipment.

CHALLENGE

"Starting out, we didn't really have the team in-house to provide 24x7, around-the-clock support of a cloud-based infrastructure, nor the expertise to know what to look for, manage, and monitor," Rempfer said. "We needed a partner that could not only provide us with the technology infrastructure, but also provide a certain level of staffing and management."

In addition, SIS needed a vendor that understood the unique needs of healthcare and could ensure

Healthcare organizations have adopted the cloud en masse. According to the HIMSS Analytics 2017 Essential Brief: Cloud,¹ 65 percent of healthcare organizations already leverage the cloud or cloud services.

The SIS team decided to leverage the company's years of experience to develop a new, cloud-based solution that would enable ASCs to easily access the software and remove much of their IT burden. "We started from scratch, using our ASC experience, and built a new ASC solution from the ground up. Because much of our experience was with on premise client server architecture, when we started, we were at ground zero of a steep learning curve," he said.

To move forward quickly, SIS developed a request for proposal and started talking to colocation companies.

compliance with HIPAA regulations. After reviewing several proposals, SIS contracted with DataBank primarily because of DataBank's strong customer-centric focus and its emphasis on technical and security collaboration.

"[DataBank] was clearly leaps and bounds ahead of everybody else as far as partnering with us," he said. The DataBank team kept the best interests of SIS in mind in formulating the right cloud solution and incorporating their financial, security, compliance, and technical requirements.

¹ HIMSS Analytics 2017 Essential Brief: Cloud. http://www.himssanalytics.org/sites/himssanalytics/files/Cloud%20Study_2017%20Snapshot.pdf

SOLUTION

In collaboration with SIS, DataBank's expert team designed a strategy to transform from an on premise IT architecture to a scalable, secure, and HIPAA-compliant cloud solution. The team did this by addressing the following requirements:

- **Scalability**
 - assessing SIS's telecom infrastructure and technology configurations
- **Security**
 - coding for a multi-defense security environment, including controls for physical (biometrics), network (DDoS, IDS, IPS), monitoring, system/host, and access (dual factor SSL)
- **Compliance**
 - focusing on 80% of compliance controls over the typical 20% from other providers as well as comprehensive audit support including self serve documentation
- **Less burden on SIS's IT staff**
 - enabling proactive 24/7/365 US based service and economies of scale via DataBank's strong technology infrastructure

DataBank places a high premium on working hand-in-hand with its customers. "DataBank is part of the conversation in building new technologies [from the beginning]," said Vlad Friedman, CTO, DataBank. For example, SIS provided input on applications, scale, technology stacks, and desired outcomes. DataBank then worked closely with the SIS team to recommend the best approach and align the infrastructure with their needs.

This willingness to work closely with SIS has been invaluable. "From day one, DataBank has had engineers on the phone who were truly interested in investing the time to learn what our software does and what our vision is. They partnered with us to figure out what our initial investment needed to be," Rempfer said.

“ We needed a partner that could not only provide us with the technology infrastructure but also provide a certain level of staffing and management.”

DOUGLAS REMPFER,
COO, Surgical Information Systems

Most importantly, the partnership helped SIS develop its cloud-based software in a secure fashion that complies with HIPAA regulations. "DataBank provided us with the expertise to quickly learn how our code needed to be written in a secure way and how our database and infrastructure needed to be configured to make sure it was the most secure environment," he explained.

SCALABILITY IS KEY

As part of its ongoing collaboration and deep understanding of SIS's changing IT needs, DataBank recognized that the cost of scaling in a public cloud platform would eventually become prohibitive. Understanding the costs of scaling ahead of time and discussing the financial models with SIS, DataBank made a recommendation for SIS to move from a public cloud offering to a private cloud offering. By recognizing that SIS's growth had exceeded the initial public cloud solution, DataBank mapped out a plan that provided additional cost-savings - decreasing SIS's spend by several thousand dollars. DataBank's team was able to provide that visibility in real-time, which is a huge value to organizations of all sizes.

The migration to a private cloud offering enabled DataBank to deliver upon the same performance, redundancy and security requirements and provide a more cost-effective way to scale. The recommended plan also provided a way for DataBank's team to take over more of the time-consuming technical tasks and to free up SIS's technical staff to be more in lock step with their core internal IT teams.

QUANTIFIABLE RESULTS

This trusted partnership has resulted in a variety of other benefits as well. For example, SIS has been able to:

- **Reduce the time-to-market**

"They have taken a ton of things out of our go-to-market critical path," Rempfer said. For example, SIS did not have to invest time in hiring and training staff to support the cloud.

In addition, because DataBank has extensive cloud experience, it is possible to "move applications to the cloud and have evolved patterns, tools, and technologies to actually make these moves much more efficient," according to Friedman.

- **Better manage costs**

Working with DataBank has enabled SIS to move from a capital expenditure model to an operational expenditure model. "We don't have to worry about making huge capital investments every one, two, or three years," Rempfer said. "We have a predictable, scalable cost model now that we can build our business on with confidence."

- **Provide improved service to customers**

"We get the benefit of the DataBank learning curve," Rempfer noted. "They are managing cloud applications for hundreds of clients and we get that knowledge, which improves our ability to provide the best service to our clients."

- **Meet evolving needs on the cloud journey**

"We can spin our capacity up or spin down incrementally according to what our development or testing needs are. So, if all of a sudden we experience a glitch where we want to do testing, we can spin up two additional web servers for 30 days, or even for a week pretty quickly without having to purchase it," Rempfer said.

In the final analysis, working with a trusted partner makes it possible for healthcare organizations to quickly experience the benefits associated with cloud computing without the struggle that is sometimes associated with the transition to this platform.



“ We have a predictable, scalable cost model now that we can build our business on with confidence.”

DOUGLAS REMPFER,
COO, Surgical Information Systems

WHY DATABANK?

- **DataBank off-loads the risk, allowing organizations to scale while ensuring compliance with their requirements**
- **Clients' data infrastructures, websites, and applications always stay up because we do more than fix problems — we keep them from happening in the first place**
- **Our engineers are an extension of your team, enabling you to focus on running your business instead of getting the runaround from less proactive providers**
- **We keep our promise to provide the industry's best data center, cloud, and interconnection services**
- **...And we deliver all of that with no-surprise pricing**

IRAN FREE PROCUREMENT CERTIFICATION FORM

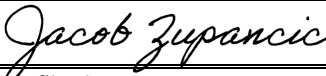
(Pennsylvania’s Procurement Code Sections 3501-3506, 62 Pa.C.S. §§ 3501-3506)

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

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

OPTION #1 - CERTIFICATION

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

<i>Vendor Name/Financial Institution (Printed)</i>		DataBank Holdings LTD
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>	Jacob Zupancic	<i>Date Executed</i> 11/12/2020

OPTION #2 – EXEMPTION

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

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

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

DOMESTIC WORKFORCE UTILIZATION CERTIFICATION

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

I, VP of Sales [title] of DataBank LTD [name of Contractor] a Texas [place of incorporation] corporation or other legal entity, ("Contractor") located at 400 S. Akard Street, Dallas, Texas, 75202 [address], having a Social Security or Federal Identification Number of 83-0409949, do hereby certify and represent to the Commonwealth of Pennsylvania ("Commonwealth") (Check **one** of the boxes below):

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

OR

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

[Use additional sheets if necessary]

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

Attest or Witness:

Signature/Date

Printed Name/Title

DataBank LTD
Corporate or Legal Entity's Name

 11/12/2020
Signature/Date

Jacob Zupancic- VP Sales- Midwest
Printed Name/Title

Trade Secret/Confidential Proprietary Information Notice

Instructions:

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

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

Name of submitting party:

DataBank Holdings Ltd.

Contact information for submitting party:

Tyal Prince
DataBank
Tprince@databank.com
412-367-2473

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

Bid proposal & quote for the Data Center Services RFP.

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

The materials are being submitted due to the solicitation bid fitting DataBank's business services.

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

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

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

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

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

<u>Page Number</u>	<u>Description</u>	<u>Explanation</u>
Specific Document	Customer References/ Details on referenced customer environments	We would need details on customer references and their environments not disclosed to the public. Thank you!

Acknowledgment

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

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

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

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

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

Jacob Zupancic
Signature

VP Sales- Midwest
Title

11/12/2020
Date

LOBBYING CERTIFICATION FORM

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

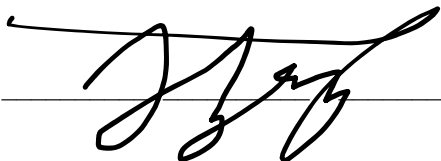
(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection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

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

<https://www.gsa.gov/Forms/TrackForm/33144>

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

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

SIGNATURE:  _____ Jacob Zupancic _____

TITLE: ___VP of Sales- Midwest_____ DATE: ___11/12/2020___