



FULLY EXECUTED - CHANGE 1
Contract Number: 4400026870
Original Contract Effective Date: 11/29/2022
Contract Change Date: 12/20/2023
Valid From: 11/01/2022 To: 12/31/2023

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

Your SAP Vendor Number with us: 313126

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

Supplier Name/Address:
CONVERGEONE INC
DBA CONVERGEONE
10900 NESBITT AVE S
BLOOMINGTON MN 55437-3124 US

Please Deliver To:

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

Supplier Phone Number: 651-994-6800
Supplier Fax Number: 651-994-6801

Contract Name:
Networking Equip/Svcs - IPC

Payment Terms
NET 30

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

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

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

Information:

Supplier's Signature _____
Printed Name _____

Title _____
Date _____



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Supplier Name:
CONVERGEONE INC
DBA CONVERGEONE

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

General Requirements for all Items:

Information:



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Valid From: 11/01/2022 To: 12/31/2023

Supplier Name:
CONVERGEONE INC
DBA CONVERGEONE

Header Text

9.13.22 - Assigned from SRM 4400020305 - rsh

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

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

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

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

12.7.21 - Contract renewed to 12.31.2022 rsh

12.23.22 - Contract renewed to 12.31.23. rsh

3.30.23 - Amendment 1 to increase maintenance and support from two years to three years. rsh

12.20.23 - Contract manager updated to Jessica Wisniewski. JW

No further information for this Contract

Information:



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Valid From: 11/01/2022 To: 12/31/2023

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: 313126

Supplier Name/Address:

CONVERGEONE INC
DBA CONVERGEONE
10900 NESBITT AVE S
BLOOMINGTON MN 55437-3124 US

Supplier Phone Number: 651-994-6800

Supplier Fax Number: 651-994-6801

Please Deliver To:

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

Contract Name:

Networking Equip/Svcs - IPC

Payment Terms

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Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	*** Validity Period Changed ***					
1	Networking Equipment (Arista)	0.000		0.00	1	0.00
	*** Validity Period Changed ***					
2	Maintenance/Extended Warranty (Arista)	0.000		0.00	1	0.00
	*** Validity Period Changed ***					
3	Training (Arista)	0.000		0.00	1	0.00
	*** Validity Period Changed ***					
4	Equipment Relocation (Arista)	0.000		0.00	1	0.00

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____

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Valid From: 11/01/2022 To: 12/31/2023

Supplier Name:

CONVERGEONE INC

DBA CONVERGEONE

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	*** Validity Period Changed ***					
5	Installation (Arista)	0.000		0.00	1	0.00
	*** Validity Period Changed ***					
6	Networking Equipment (Extreme)	0.000		0.00	1	0.00
	*** Validity Period Changed ***					
7	Maintenance/Extended Warranty (Extreme)	0.000		0.00	1	0.00
	*** Validity Period Changed ***					
8	Training (Extreme)	0.000		0.00	1	0.00
	*** Validity Period Changed ***					
9	Equipment Relocation (Extreme)	0.000		0.00	1	0.00
	*** Validity Period Changed ***					
10	Installation (Extreme)	0.000		0.00	1	0.00
	*** Validity Period Changed ***					
11	Networking Equipment (Juniper)	0.000		0.00	1	0.00
	*** Validity Period Changed ***					
12	Maintenance/Extended Warranty (Juniper)	0.000		0.00	1	0.00
	*** Validity Period Changed ***					
13	Training (Juniper)	0.000		0.00	1	0.00
	*** Validity Period Changed ***					
14	Equipment Relocation (Juniper)	0.000		0.00	1	0.00
	*** Validity Period Changed ***					
15	Installation (Juniper)	0.000		0.00	1	0.00
	*** Validity Period Changed ***					

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Supplier Name:
CONVERGEONE INC
DBA CONVERGEONE

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
16	Networking Equipment (Riverbed)	0.000		0.00	1	0.00
*** Validity Period Changed ***						
17	Maintenance/Extended Warranty (Riverbed)	0.000		0.00	1	0.00
*** Validity Period Changed ***						
18	Training (Riverbed)	0.000		0.00	1	0.00
*** Validity Period Changed ***						
19	Equipment Relocation (Riverbed)	0.000		0.00	1	0.00
*** Validity Period Changed ***						
20	Installation (Riverbed)	0.000		0.00	1	0.00

General Requirements for all Items:

Header Text

9.13.22 - Assigned from SRM 4400020305 - rsh

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

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

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

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

12.7.21 - Contract renewed to 12.31.2022 rsh

12.23.22 - Contract renewed to 12.31.23. rsh

No further information for this Contract

Information:



December 9, 2022

ConvergOne
Amy Branchaud
10900 Nesbitt Ave S
Bloomington, MN 55437

SUBJECT: Renewal of Contract: Networking Equipment & Related Services
Contract Number: 4400026870
Term of Renewal: January 1, 2023, through December 31, 2023

Dear Contractor:

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

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

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

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

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

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

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

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

Thank you for your immediate response and consideration. Please complete and return this letter to me either by fax or email prior to the close of business, December 16, 2022.

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

Raeden Hosler
717.787.4103

Continued



Page 2 of 2

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

Yes No

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

Yes No Proposed Voluntary Price Reduction _____%

Signature  Title Regional Vice President

Date 12/20/2022

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

ASSIGNMENT AGREEMENT

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

CONTRACT/PO # 4400020305 - Comm of PA- Network Equip & Related Services - Arista, Extreme, Juniper & Riverbed

Assignor:	Integration Partners Corporation	Assignee:	ConvergeOne, Inc.
Name:	David Raftery	Name:	Seth Frank
Address	12 Hartwell Ave Lexington MA 02421	Address	10900 Nesbitt Ave S Bloomington, MN 55437
EIN #	04-3467289	EIN #	41-1763228
Vendor #	421234	Vendor #	313126

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

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

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

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

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

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

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

Signed this 25 day of July, 2022.

David Raftery , **Assignor**

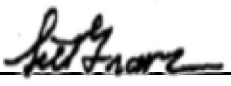
Name

Vice President, Sales

Title

7/25/2022

Date Signed

Seth Frank , **Assignee**

Name

Regional Vice President

Title

7/25/2022

Date Signed



FULLY EXECUTED
Contract Number: 4400020305
Original Contract Effective Date: 12/21/2018
Valid From: 01/01/2019 To: 12/31/2022

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

Your SAP Vendor Number with us: 421234

Purchasing Agent

Name: Hosler Raeden
Phone: 717-787-4103
Fax:

Supplier Name/Address:
INTEGRATION PARTNERS CORP
12 HARTWELL AVE
LEXINGTON MA 02421-3113 US

Please Deliver To:

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

Supplier Phone Number: 646-432-5403

Supplier Fax Number: 781-357-8500

Contract Name:
Networking Equip/Svcs - IPC

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.

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3	Training (Arista)	0.000		0.00	1	0.00
4	Equipment Relocation (Arista)	0.000		0.00	1	0.00
5	Installation (Arista)	0.000		0.00	1	0.00
6	Networking Equipment (Extreme)	0.000		0.00	1	0.00

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____



FULLY EXECUTED
Contract Number: 4400020305
Original Contract Effective Date: 12/21/2018
Valid From: 01/01/2019 To: 12/31/2022

Supplier Name:
INTEGRATION PARTNERS CORP

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
7	Maintenance/Extended Warranty (Extreme)	0.000		0.00	1	0.00
8	Training (Extreme)	0.000		0.00	1	0.00
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17	Maintenance/Extended Warranty (Riverbed)	0.000		0.00	1	0.00
18	Training (Riverbed)	0.000		0.00	1	0.00
19	Equipment Relocation (Riverbed)	0.000		0.00	1	0.00
20	Installation (Riverbed)	0.000		0.00	1	0.00

General Requirements for all Items:

Information:



FULLY EXECUTED
Contract Number: 4400020305
Original Contract Effective Date: 12/21/2018
Valid From: 01/01/2019 To: 12/31/2022

Supplier Name:
INTEGRATION PARTNERS CORP

Header Text

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

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

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

12.7.21 - Contract renewed to 12.31.2022 rsh

No further information for this Contract

Information:

December 3 2021

Integration Partners Corp (IPC)
Chris Kolb
12 Hartwell Ave
Lexington, Ma 02421
ckolb@integrationpartners.com

SUBJECT: Renewal of Contract: Networking Equipment & Related Services
Contract Number: 4400020305
Term of Renewal: January 1, 2022, through December 31, 2022

Dear Contractor:

Per the terms of the above referenced contract, the Commonwealth is considering exercising the renewal options contained within the Contract. We are therefore, requesting your concurrence to renew the above referenced Contract for the renewal period of January 1, 2022, through December 31, 2022.

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

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

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

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

Any voluntary price reduction would become effective for the next renewal period of January 1, 2022, through December 31, 2022.

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

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

Thank you for your immediate response and consideration. Please complete and return this letter to me either by fax or email prior to the close of business, December 17, 2021.

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

Raeden Hosler
717.787.4103
rhosler@pa.gov

Continued

Page 2 of 2

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

Yes No

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

Yes No Proposed Voluntary Price Reduction %

Signature  Title: Financial Controller

Date: 6-DEC-2021

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



FULLY EXECUTED
Contract Number: 4400020305
Original Contract Effective Date: 12/21/2018
Valid From: 01/01/2019 To: 12/31/2021

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

Your SAP Vendor Number with us: 421234

Purchasing Agent

Name: Hosler Raeden
Phone: 717-787-4103
Fax:

Supplier Name/Address:
INTEGRATION PARTNERS CORP
12 HARTWELL AVE
LEXINGTON MA 02421-3113 US

Please Deliver To:

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

Supplier Phone Number: 646-432-5403

Supplier Fax Number: 781-357-8500

Contract Name:
Networking Equip/Svcs - IPC

Payment Terms
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Solicitation No.: Issuance Date:

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

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Information:

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Title _____

Printed Name _____

Date _____

**FULLY EXECUTED**

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Original Contract Effective Date: 12/21/2018

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INTEGRATION PARTNERS CORP

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General Requirements for all Items:**Information:**



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Original Contract Effective Date: 12/21/2018
Valid From: 01/01/2019 To: 12/31/2021

All using Agencies of the Commonwealth, Participating Political
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Purchasing Agent

Name: Millovich Joseph
Phone: 717-214-3434
Fax: 717-783-6241

Your SAP Vendor Number with us: 421234

Supplier Name/Address:
INTEGRATION PARTNERS CORP
12 HARTWELL AVE
LEXINGTON MA 02421-3113 US

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Supplier's Signature _____
Printed Name _____

Title _____
Date _____

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INTEGRATION PARTNERS CORP

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15	Installation (Juniper)	0.000		0.00	1	0.00
16	Networking Equipment (Riverbed)	0.000		0.00	1	0.00
17	Maintenance/Extended Warranty (Riverbed)	0.000		0.00	1	0.00
18	Training (Riverbed)	0.000		0.00	1	0.00
19	Equipment Relocation (Riverbed)	0.000		0.00	1	0.00
20	Installation (Riverbed)	0.000		0.00	1	0.00

General Requirements for all Items:**Information:**



FULLY EXECUTED
Contract Number: 4400020305
Original Contract Effective Date: 12/21/2018
Valid From: 01/01/2019 To: 12/31/2021

Supplier Name:
INTEGRATION PARTNERS CORP

Header Text

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

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

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

No further information for this Contract

Information:

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

THIS CONTRACT for the provision of **Networking Equipment and Related Services** (“Contract”) is entered into by and between the **Commonwealth of Pennsylvania**, acting through the Department of General Services (“DGS”), and **Integration Partners Corporation** (“Contractor”).

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

WHEREAS, Contractor submitted a proposal in response to **Arista Networks, Extreme Networks, Juniper Networks, and Riverbed-Xirrus**; and,

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

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

Witness:

By: [Signature]

CHRISTOPHER R. GILLES 11/28/18
Printed Name/Date

CONTRACTOR:

By: [Signature]

DAVID C. NATHAN-BEDIAN 11/29/18
Printed Name/Date

SAP Vendor Number 421234

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

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES**

By: To be obtained electronically
Deputy Secretary for Procurement Date

APPROVED:

To be obtained electronically
Treasury Department Date

APPROVED AS TO FORM AND LEGALITY:

To be obtained electronically
Office of Chief Counsel Date

8-FA-19.1
Office of General Counsel Date

8-FA-19.1
Office of Attorney General Date

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Proposal Contents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Stage Description

No description available.

Network, Security, Equipment, and Services Technical Submittal

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

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

The eligible OEMs and certifications follow:

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

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

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

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

Offeror Response

IV. Qualifications.

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

Offeror Response

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

Offeror Response

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

Offeror Response

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

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

8.□ resumes (if appropriate and available).

Offeror Response

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

Offeror Response

VI. **Requirements.**

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

Offeror Response

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

Offeror Response

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

Offeror Response

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

Offeror Response

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

Offeror Response

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

Offeror Response

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

Offeror Response

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

Offeror Response

I. Pricing:

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

Offeror Response

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

Offeror Response

J. Order Requirements:

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

Offeror Response

2. **Order Shipment:**

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

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

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

Offeror Response

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

Offeror Response

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

Offeror Response

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

Offeror Response

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

Offeror Response

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

Offeror Response

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

Offeror Response

- P. **Warranty Service:**

1. The Contractor shall honor the warranty specified by the OEM for all networking equipment being offered, at no additional cost to the Commonwealth.
2. The Contractor shall include the most recent software upgrades on networking equipment during the warranty period, at no additional cost to the Commonwealth.
3. The Contractor shall provide a central point of contact to address warranty service issues. The Contractor shall make available technical support contacts through the internet and provide a toll-free contact number. The Commonwealth will not call an OEM directly for any warranty issues, unless the Contractor is the OEM.
4. The Contractor shall be capable of receiving service calls, or provide access to the OEM service support in accordance with the agreed upon maintenance and support agreement during a warranty period. The Contractor shall have service technicians and the support infrastructure available to provide warranty services that meet the service level agreement specified within Section R.
5. The Contractor may provide warranty services outside of business hours if agreed upon by the Commonwealth and the Offeror.

Offeror Response

Q. Related Services: The Commonwealth will develop a statement of work (SOW) for related services utilizing **Appendix A - Statement of Work Template**, which will be attached to the associated purchase order. Services may include the following;

1. Maintenance/Extended Warranty: The Contractor shall, if requested by the Commonwealth, provide maintenance/extended warranty services for all networking equipment being offered. The Contractor shall provide a written quote for all maintenance/extended warranty services orders, which the Commonwealth will attach to the associated SRM purchase order. Maintenance/extended warranty services must meet Service Level Agreement requirements as specified in **Section VI.S**. Orders for maintenance/extended warranty services made during the term of the contract may extend up to two (2) years past the expiration date of the contract.
2. Training: The Contractor shall provide training for Commonwealth staff, if requested by the Commonwealth. Training shall be provided at the location where the networking equipment will be located. The Contractor shall provide unlimited follow-up training, when new networking equipment has been deployed at a location, at no additional cost, when requested by the Commonwealth.
3. Relocation of Networking Equipment: The Contractor shall relocate networking equipment, if requested by the Commonwealth.
4. Design, Configuration, and Installation: The Contractor shall design, configure, and install networking equipment, if requested by the Commonwealth.

Offeror Response

R. Service Level Agreements (SLAs) and Liquidated Damages (LDs). The following SLAs and LDs apply to the Contractor's performance with each individual agency. The Contractor shall reimburse the Commonwealth within 45 days of the missed SLA. The

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

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

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

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

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

S. Emergency Preparedness.

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

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

Offeror Response

VII. Reports and Project Control.

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

Offeror Response

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

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

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

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

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

Offeror Response

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

Offeror Response

Q&A Board

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

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

Answered by: Joseph Millovich

7/11/2018 10:07 AM EDT

Subject = Submittal process (Verizon Network Integration Corporation)

Public Thread

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

Question added by: Tonya Fazio

7/3/2018 2:06 PM EDT

A: No file needs to be uploaded.

Answered by: Joseph Millovich

7/11/2018 10:07 AM EDT

Subject = Submittal process (Verizon Network Integration Corporation)

Public Thread

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

Question added by: Tonya Fazio

7/3/2018 2:05 PM EDT

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

Answered by: Joseph Millovich

7/12/2018 1:50 PM EDT

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

Public Thread

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

Question added by: Carol Harting

6/22/2018 4:21 PM EDT

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

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

Answered by: Joseph Millovich

7/2/2018 10:42 AM EDT

Subject = Technical Submittal (EPLUS TECHNOLOGY INC)

Public Thread

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

Question added by: Carl Skiba

6/22/2018 4:15 PM EDT

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

Answered by: Joseph Millovich

7/2/2018 10:45 AM EDT

Subject = Q&A (EPLUS TECHNOLOGY INC)

Public Thread

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

Question added by: Carl Skiba

6/22/2018 4:12 PM EDT

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

Answered by: Joseph Millovich

7/2/2018 10:45 AM EDT

Subject = Deadline for Bid Submittal (EPLUS TECHNOLOGY INC)

Public Thread

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

Question added by: Carl Skiba

6/22/2018 4:11 PM EDT

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

Answered by: Joseph Millovich

7/2/2018 10:46 AM EDT

Subject = Technical Submittal (EPLUS TECHNOLOGY INC)

Public Thread

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

Question added by: Carl Skiba

6/22/2018 4:04 PM EDT

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

Answered by: Joseph Millovich

7/2/2018 10:46 AM EDT

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

Question added by: Tonya Fazio

7/2/2018 5:45 PM EDT

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

Answered by: Joseph Millovich

7/11/2018 10:08 AM EDT

Subject = Appendix C Cost Matrix (EPLUS TECHNOLOGY INC)

Public Thread

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

Question added by: Carl Skiba

6/22/2018 3:59 PM EDT

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

Answered by: Joseph Millovich

7/2/2018 10:47 AM EDT

Subject = Appendix C Cost Sheet (EPLUS TECHNOLOGY INC)

Public Thread

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

Question added by: Carl Skiba

6/22/2018 3:51 PM EDT

A: Yes.

Answered by: Joseph Millovich

7/2/2018 10:47 AM EDT

Subject = Appendix C Cost Matrix (EPLUS TECHNOLOGY INC)

Public Thread

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

Question added by: Carl Skiba

6/22/2018 3:50 PM EDT

A: No.

Answered by: Joseph Millovich

7/2/2018 10:48 AM EDT

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

Public Thread

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

Question added by: Tonya Fazio

6/22/2018 3:48 PM EDT

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

Answered by: Joseph Millovich

7/2/2018 10:48 AM EDT

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

Public Thread

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

Question added by: Tonya Fazio

6/22/2018 2:39 PM EDT

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

Answered by: Joseph Millovich

7/11/2018 10:08 AM EDT

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

Public Thread

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

Question added by: Tonya Fazio

6/22/2018 2:35 PM EDT

A: No.

Answered by: Joseph Millovich

7/2/2018 10:48 AM EDT

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

Public Thread

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

Question added by: Tonya Fazio

6/22/2018 2:30 PM EDT

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

Answered by: Joseph Millovich

7/2/2018 10:49 AM EDT

Subject = Customer Satisfaction (Verizon Network Integration Corporation)

Public Thread

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

Question added by: Tonya Fazio

6/22/2018 12:20 PM EDT

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

Answered by: Joseph Millovich

7/2/2018 10:50 AM EDT

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

Public Thread

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

Question added by: Tonya Fazio

6/21/2018 9:31 AM EDT

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

Answered by: Joseph Millovich

7/2/2018 10:50 AM EDT

Subject = CONTRACT – PAYMENT (Verizon Network Integration Corporation)

Public Thread

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

Question added by: Tonya Fazio

6/21/2018 9:30 AM EDT

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

Answered by: Joseph Millovich

7/2/2018 10:50 AM EDT

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

Public Thread

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

Question added by: Tonya Fazio

6/21/2018 9:29 AM EDT

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

Answered by: Joseph Millovich

7/3/2018 1:44 PM EDT

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

Question added by: Tonya Fazio

7/3/2018 2:03 PM EDT

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

Answered by: Joseph Millovich

7/12/2018 1:51 PM EDT

Subject = Related Services (Verizon Network Integration Corporation)

Public Thread

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

Question added by: Tonya Fazio

6/21/2018 9:29 AM EDT

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

Answered by: Joseph Millovich

7/2/2018 10:51 AM EDT

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

Public Thread

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

Question added by: Tonya Fazio

6/21/2018 9:28 AM EDT

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

Answered by: Joseph Millovich

7/2/2018 10:51 AM EDT

Subject = OEMs (EPLUS TECHNOLOGY INC)

Public Thread

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

Question added by: Carl Skiba

6/18/2018 10:26 AM EDT

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

Answered by: Joseph Millovich

7/2/2018 10:52 AM EDT

Subject = Request for extension (Verizon Network Integration Corporation)

Public Thread

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

Question added by: Tonya Fazio

6/15/2018 10:03 AM EDT

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

Answered by: Joseph Millovich

7/2/2018 10:52 AM EDT

Subject = RFP Due Date (EPLUS TECHNOLOGY INC)

Public Thread

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

Question added by: Carl Skiba

6/13/2018 1:48 PM EDT

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

Answered by: Joseph Millovich

6/14/2018 8:41 AM EDT

Subject = Questions (POMEROY IT SOLUTIONS SALES COMPANY)

Public Thread

Q: What is the deadline to submit questions?

Question added by: Gerald Rutledge

6/12/2018 9:47 AM EDT

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

Answered by: Joseph Millovich

6/14/2018 8:09 AM EDT

Subject = Network Inventory (LaSalle Business Solutions LLC)

Public Thread

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

Question added by: David Molinaro

6/11/2018 4:26 PM EDT

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

Answered by: Joseph Millovich

7/2/2018 10:52 AM EDT

PART V - CONTRACT TERMS and CONDITIONS

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

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

V.2 CONTRACT-002.1d Term of Contract – Contract (May 2012)

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

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

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

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

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

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

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

V.5 CONTRACT-003.1b Signatures – Contract (July 2015)

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

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

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

fully-executed Contract.

The Commonwealth and the Contractor specifically agree as follows:

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

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

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

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

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

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

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

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

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

a. No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable.

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

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

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

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

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

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

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

V.10 CONTRACT-007.02 Estimated Quantities (Nov 30 2006)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V.16 CONTRACT-011.1a Compliance With Law (Oct 2006)

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

V.17 CONTRACT-013.1 Environmental Provisions (Oct 2006)

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

693.1.

V.18 CONTRACT-014.1 Post-Consumer Recycled Content (June 2016)

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

V.19 CONTRACT-014.3 Recycled Content Enforcement (Feb 2009)

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

V.20 CONTRACT-015.1 Compensation (Oct 2006)

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

V.21 CONTRACT-015.2 Billing Requirements (February 2012)

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

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

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

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

V.22 CONTRACT-016.1 Payment (Oct 2006)

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

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

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

V.23 CONTRACT-016.2 ACH Payments (Aug 2007)

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

V.24 CONTRACT-017.1 Taxes (Dec 5 2006)

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

V.25 CONTRACT-018.1 Assignment of Antitrust Claims (Oct 2006)

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

V.26 CONTRACT-019.1 Hold Harmless Provision (Nov 30 2006)

- a. The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the

Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.

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

V.27 CONTRACT-020.1 Audit Provisions (Oct 2006)

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

V.28 CONTRACT-021.1 Default (Oct 2013)

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

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

15) Breach of any provision of the Contract;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V.32 CONTRACT-025.1 Assignability and Subcontracting (Oct 2013)

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

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

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

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

The Contractor agrees:

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

3. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.

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

5. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

7. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

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

V.35 CONTRACT-028.1 Contractor Integrity Provisions (Jan 2015)

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

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

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

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

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

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

e. "Financial Interest" means either:

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

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

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

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

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

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

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

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

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

- (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
- (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
- (3) had any business license or professional license suspended or revoked;
- (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
- (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

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

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

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

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

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

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

V.36 CONTRACT-029.1 Contractor Responsibility Provisions (Nov 2010)

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

entity in the Commonwealth.

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

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

V.37 CONTRACT-030.1 Americans with Disabilities Act (Oct 2006)

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

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

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

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

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

1) Hazardous substances:

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

2) Hazardous mixtures:

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

3) Single chemicals:

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

4) Chemical Mixtures:

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

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

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

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

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

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

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

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

V.39 CONTRACT-032.1 Covenant Against Contingent Fees (Oct 2006)

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

V.40 CONTRACT-033.1 Applicable Law (Oct 2006)

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

V.41 CONTRACT-034.1a Integration – RFP (Dec 12 2006)

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

V.42 CONTRACT-034.2a Order of Precedence - RFP (Dec 12 2006)

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

V.43 CONTRACT-034.3 Controlling Terms and Conditions (Aug 2011)

The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the Commonwealth. All quotations requested and received from the Contractor are for obtaining firm pricing only. Other terms and conditions or additional terms and conditions included or referenced in the Contractor's quotations, invoices, business forms, or other documentation shall not become part of the parties' agreement and shall be disregarded by the parties, unenforceable by the Contractor and not binding on the Commonwealth.

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

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

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

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

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

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

disclosure; or

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

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

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

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

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

(3) Prepare a signed written statement that states:

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

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

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

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

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

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

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

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

A. Term of Installment Purchase

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

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

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

B. Payments

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

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

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

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

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

C. Title and Security Interest

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

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

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

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

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

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

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

Contractor/Initial Assignee.

E. Assumption of Risks

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

a. to replace the equipment either like equipment, or

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

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

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

F. Warranties

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

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

G. Liability

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

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

H. Assignment

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

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

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

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

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

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

5. Warranty Disclaimer

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

I. Financing and Prepayment

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

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

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

J. Remedies for Default

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

a. Terminate the applicable Installment Purchase.

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

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

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

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

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

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

K. Compliance with Internal Revenue Code

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

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

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

L. Governing Law

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

M. Notices

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

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

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

A. Term of Lease

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

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

B. Payments

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

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

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

C. Title

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

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

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

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

E. Risk of Loss

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

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

F. Warranties

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

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

G. Liability

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

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

H. Assignment

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

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

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

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

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

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

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

5. Warranty Disclaimer

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

I. Financing and Prepayment

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

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

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

J. Remedies for Default

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

a. Terminate the applicable Lease.

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

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

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

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

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

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

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

K. Purchase Option

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

L. Extension

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

M. Return of Leased Property

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

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

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

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

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

N. Compliance with Internal Revenue Code

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

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

O. Governing Law

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

P. Notices

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

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

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

V.50 CONTRACT-051.1 Notice (Dec 2006)

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

- a. If to the Contractor: the Contractor's address as recorded in the Commonwealth's Supplier Registration system.

b. If to the Commonwealth: the address of the Issuing Office as set forth on the Contract.

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

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

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

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

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

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

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

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

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

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

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

AGENCY INFORMATION					NETWORKING EQUIPMENT INFORMATION				ORDER INFORMATION					SHIPMENT & DELIVERY INFORMATION						INVOICE INFORMATION		SLA PERFORMANCE							
Agency	Street Address	City	State	Zip Code	Original Equipment Manufacturer	Description	Part Number	SKU Number	Order Number	SRM/Part Order	Order Type (Off-the-Shelf/Custom)	Purchase Order Issue Date (mm/dd/yyyy)	Order Quantity	Order Value (\$,000)	Requested Delivery Date (mm/dd/yyyy)	Order Shipment Date (mm/dd/yyyy)	Shipment Type (Partial/Full)	Order Delivery Date (mm/dd/yyyy)	Order Shipped Correctly (Yes/No)	Problem Report Date (mm/dd/yyyy)	Correction Date (mm/dd/yyyy)	Dead on Arrival (Yes/No)	Invoice Number	Invoice Date (mm/dd/yyyy)	Delivery Time	Custom SLA met	Off-the-Shelf SLA met	Correction Time	Correction SLA met

AGENCY INFORMATION					Outstanding Issue Summary
Agency	Location (Street Address)	City	State	Zip Code	

Agency	Total # off-the-shelf shipments	Total not yet delivered	Total # delivered in 10 days or less	Off-the-shelf delivery achieved Service Level	Off-the-shelf delivery SLA	Total # custom orders	Total not yet delivered	Total # delivered in 20 days or less	Custom delivery achieved Service Level	Custom delivery SLA	Total # incorrect shipments	Total not yet corrected	Total # corrected in less than 10 days	Corrected shipment achieved Service Level	Corrected shipment SLA	Total # trouble tickets	Total not yet closed	Total # corrected in less than 12 business hours	Fix-time achieved Service Level	Fix-time SLA
	0	0	0		100%	0	0	0		100%	0	0	0		100%	0	0	0		95%

Appendix C - Cost Matrix
RFP #6100045034 - Networking Equipment & Related Services

OFFEROR NAME	CONTACT PERSON
OFFEROR ADDRESS	EMAIL ADDRESS
	PHONE NUMBER
	SAP VENDOR NUMBER (IF AVAILABLE)

Instructions: Offeror must complete all yellow cells and provide a minimum discount % off the OEM's current retail price list for Equipment. Offeror may submit a proposal that

Original Equipment Manufacturer	Discount Percentage Off List			Total for Evaluation Purposes
	Equipment	Maintenance/Extended Warranty Services	Services	
Aerohive				
ALE				
Allied Telesis				
Arista Networks				
Big Switch Networks				
Brocade (Ruckus)				
Cisco				
Cumulus Networks				
Dell EMC				
D-Link				
Extreme Networks				
Fortinet				
HPE (Aruba)				
Huawei				
Juniper Networks				
Lenovo				
Mist Systems				
Mojo Networks				
NEC				
New H3C Group				
Riverbed (Xirrus)				
VMware				

Estimated List Price: For evaluation purpose, the total below is estimated at 60% Equipment & 30% Maintenance & 10% Services

Rate Card

Instructions: An Offeror must provide an hourly cost to perform the related services listed below.

Related Services	Hourly Cost
Training	\$ -
Relocation of Equipment (Within the same building)	\$ -
Installation	\$ -

Questions

★ Supplier Response Is Required

RFP Questions

Group 1.1: Technical Questions

- 1.1.1 Please download, complete, and upload the attached Technical Submittal from Buyer Attachments.
File Upload
INTEGRATIONS PARTNERS--COMMONWEALTH of PA Submittal.zip -
./SupplierAttachments/QuestionAttachments/INTEGRATIONS PARTNERS--COMMONWEALTH of PA Submittal.zip
- 1.1.2 Any additional attachments in support of the technical submittal can be uploaded here. If multiple files are needed combine into a single document or create a .zip file combining the files into a single .zip file.
File Upload
No response.
- 1.1.3 I have read and fully understand the attached Performance Standards.
Yes/No
Yes
- 1.1.4 This RFP is subject to the Information Technology Policies (ITPs) issued by the Office of Administration, Office for Information Technology found at <http://www.oa.pa.gov/Policies/Pages/itp.aspx>. All proposals must be submitted on the basis that all ITPs are applicable to this procurement. It is the responsibility of the Offeror to read and be familiar with the ITPs. Notwithstanding the foregoing, if the Offeror believes that any ITP is not applicable to this procurement, it must list all such ITPs in its technical response, and explain why it believes the ITP is not applicable. The Issuing Office may, in its sole discretion, accept or reject any request that an ITP not be considered to be applicable. The Offeror's failure to list an ITP will result in its waiving its right to do so later, unless the Issuing Office, in its sole discretion, determines that
Text (Multi-Line)
Understood and comply

Group 1.2: Small Diverse Business and Small Business Participation

- 1.2.1 Please download, complete, and upload the attached SDB/SB Submittal Form, listing of SDB/SB subcontractors, and Letters of Intent (LOI). If this solicitation includes multiple lots, please include a separate Small Diverse Business and Small Business Participation Submittal for each lot for which you are submitting a proposal or quote. All fields must be completed prior to submitting.
File Upload
IPC SDBSB Participation Submittal_JAGGAER 012218 DynaVet 20180711(2).xlsx -
./SupplierAttachments/QuestionAttachments/IPC SDBSB Participation Submittal_JAGGAER 012218 DynaVet 20180711(2).xlsx
SDBSB Participation Submittal - ../Attachments/QuestionAttachments/SDBSB Participation Submittal_JAGGAER 012218.xlsx
- 1.2.2 Attached is a Model Form of Small Diverse and Small Business Subcontractor Agreement.
File Upload
SDB Agreement IPC and DynaVet Solutions.pdf - ./SupplierAttachments/QuestionAttachments/SDB Agreement IPC and DynaVet Solutions.pdf
Model Form of SDSDB Subcontractor Agreement - ../Attachments/QuestionAttachments/Model Form of SDSDB Subcontractor Agreement.docx
- 1.2.3 I have read and fully understand the Small and Small Diverse Business qualifications attached in
Yes/No
Yes

Group 1.3: Cost

- 1.3.1 Please download, complete, and attach the cost template, found in the Buyer Attachments section, to submit your cost proposal for this procurement. Do not include any assumptions in your submittal. If you do, your proposal may be rejected.
File Upload
IPC Appendix C - Cost Matrix.xlsx - ./SupplierAttachments/QuestionAttachments/IPC Appendix C - Cost Matrix.xlsx

Additional Required Documentation

Group 2.1: Standard Forms

- 2.1.1** Please download, sign and attach the Domestic Workforce Utilization Certification Form.
File Upload
PA Domestic Workforce Utilization Certification.pdf - ./SupplierAttachments/QuestionAttachments/PA Domestic Workforce Utilization Certification.pdf
Domestic Workforce Utilization Certification Form - ../Attachments/QuestionAttachments/Domestic Workforce Utilization Certification Form.doc
- 2.1.2** Please download and complete the attached Reciprocal Limitations Act form.
File Upload
PA Reciprocal Limitations Act Requirements.pdf - ./SupplierAttachments/QuestionAttachments/PA Reciprocal Limitations Act Requirements.pdf
Reciprocal Limitations Act - ../Attachments/QuestionAttachments/GSPUR-89
- 2.1.3** Please download, sign, and attach the Iran Free Procurement Certification and Disclosure Form.
File Upload
PA Iran Free Procurement Certification Form.pdf - ./SupplierAttachments/QuestionAttachments/PA Iran Free Procurement Certification Form.pdf
Iran Free Procurement Certification Form - ../Attachments/QuestionAttachments/Iran Free Procurement Certification Form.pdf
- 2.1.4** Please download, complete, and attach the Trade Secret/Confidential Proprietary Information Notice.
File Upload
PA Trade Secret Confidential Proprietary Information Notice.pdf - ./SupplierAttachments/QuestionAttachments/PA Trade Secret Confidential Proprietary Information Notice.pdf
Trade Secret/Confidential Proprietary Information Notice - ../Attachments/QuestionAttachments/TradeSecret_ConfidentialPropertyInfoNotice (002).pdf
- 2.1.5** Any Offeror who determines that it must divulge trade secrets or confidential proprietary information as part of its proposal must submit a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.
File Upload
No response.
- 2.1.6** Complete and sign the attached Lobbying Certification and Disclosure form (only applicable when federal funds are being used in the amount of \$100,000 or more).
File Upload
PA Lobbying Certification Form.pdf - ./SupplierAttachments/QuestionAttachments/PA Lobbying Certification Form.pdf
Lobbying Certification and Disclosure Form - ../Attachments/QuestionAttachments/BOP-1307 LOBBYING CERTIFICATION FORM.doc
- 2.1.7** Offeror shall indicate acceptance of participation in the COSTARS Program by checking yes. Further explanation of the program can be found in the attached file.

Yes/No
Yes
COSTARS Participation Clause - ../Attachments/QuestionAttachments/COSTARS Program Clause for Statewide Contract.doc
- 2.1.8** The Commonwealth has determined that this contract will be made available to external procurement activities. Further information can be found below in the attached file.
File Upload
No response.

Group 2.2: Terms and Conditions

2.2.1 By submitting a proposal, the Offeror does so on the basis of the attached contract terms and conditions contained in Buyer Attachments.

Yes/No

Yes

Group 2.3: Offeror's Representation

2.3.1 By submitting a proposal, each Offeror understands, represents, and acknowledges the attached representations and authorizations.

Yes/No

Yes

Offerors Representations and Authorizations - ../Attachments/QuestionAttachments/Offerors Representations and Authorizations.docx

2.3.2 By submitting a proposal, you represent that: (1) you are making a formal submittal in response to a procurement issued by the Commonwealth pursuant to the Procurement Code (62 Pa.C.S. Section 101 et seq.); (2) you are authorized to submit the information on behalf of the person or entity identified; (3) this electronic submittal is deemed signed by you and you are authorized to bind the person or entity identified to the terms of the solicitation and this submittal; and (4) all of the information submitted is true and correct to the best of your knowledge, information, and belief. Any false statements made by you in this submittal are subject to the penalties of 18 Pa.C.S. §4904 (relating to unsworn falsification to

Yes/No

Yes

Network, Security, Equipment, and Services Technical Submittal

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

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

The eligible OEMs and certifications follow:

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

The selected Offeror shall provide networking equipment and the related services to all executive agencies at locations across the Commonwealth. Networking equipment includes but

is not limited to: bridges, cabinets, concentrators, firewalls, gateways, hubs, load balancers, media converters, modems, multiplexers, network cards, network storage, networking adapters, networking cables, patch panels, racks, repeaters, routers, security appliances, switches, transceivers, video conferencing equipment, wireless access points and other networking accessories. Related services include maintenance/extended warranty, training, relocation of networking equipment and installation.

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

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

Offeror Response

Integration Partners understands that the Commonwealth is looking for reliable vendors that are capable of expediting and delivering networking equipment, software, turnkey deployment and post-deployment support service for the list of manufacturers listed in Section I of the submittal as provided per Commonwealth of PA RFP #6100045034. Integration Partners has selected a subset of this list and the associated offerings as part of our submittal. Standardized pricing for these Integration Partners sourced products and services has been provided as part of this response and may be used, post-award, by Commonwealth Agencies to purchase said product services. Integration Partners has provided a response for the following manufacturers and associated products.

- *Arista Networks*
- *Extreme Networks*
- *Juniper Networks*
- *Riverbed*

IV. Qualifications.

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

Offeror Response

Why Integration Partners Makes Excellent Business Sense for the Commonwealth of Pennsylvania: It starts by introducing the Commonwealth to the team at Integration Partners (IPC). What follows is a brief description of what Integration Partners is capable of delivering to the Commonwealth.

OVERVIEW:

Founded in 1999, Integration Partners is a leading, full-service voice and data network engineering firm serving a range of industries, including healthcare, education, manufacturing, financial, retail, government and service providers. We combine technical excellence with comprehensive services to deliver network solutions that our clients can rely on.

Integration Partners is a privately held company headquartered in Lexington, Massachusetts with offices in New York, New Jersey, and Indiana servicing customers throughout the continental USA. Alliances with our manufacturing partners allow us to service clients nationally and globally through a network of certified partners.

OUR CAPABILITIES

Integration Partners specializes in Unified Communications and Secure Network Infrastructure solutions that are open, scalable and drive greater productivity and competitiveness for our clients. We offer a complete range of networking services, from planning and design, to testing and deployment, to ongoing monitoring and support. Many of these capabilities are spelled out in more detail within this proposal.

It is important to note that Integration Partners is device agnostic. We have expertise, and can install and support, network technology from the leading vendors including Juniper, Riverbed, Aruba, Cradlepoint, Alcatel, Avaya, Palo Alto and many others. This vendor-independence allows us to offer the best solution for a given challenge, without vendor bias. It also enables us to provide seamless, integrated solutions that work across existing platforms.

AGILITY TO ENGAGE CUSTOMERS QUICKLY AND EFFECTIVELY

Integration Partners is structured to be agile when delivering Solutions and Services to our customers. It starts with the coordinated development and execution of the Master Services Agreement (MSA) between our two organizations. Your MSA would be customized to set the legal and credit/payment terms between our two organizations and once in place, it enables us efficiently address the requests and needs of your business at the IT and Line of Business levels without having to go through often long and detailed legal reviews for each individual engagement. Your MSA would then be applied to every engagement with a detailed SOW and/or Bill of Materials (BOM) attached. So this approach to doing business enables Integration Partner to quickly address the Commonwealth's request for product and services without adding bureaucracy and delay typically seen in our industry.

Our Solution Architects and Project Managers are able to focus and effectively deliver on your technical needs for your particular engagement(s). This enables our team to work effectively with your team to assess and document your project requirements that subsequently lead to the development of corresponding project SOW and equipment pricing.

To further support these efforts and commitments for excellence to our customers, Integration Partners has invested in the building and ongoing improvement of our ServiceNow Cloud-based Customer Service and Support platform that manages everything from the engagement through project implementation & acceptance and beyond to effectively managing ongoing support and maintenance for our customers. This tool helps us to keep our customers satisfied while securely managing their infrastructures.

Our proven processes empower our people to have the necessary agility to serve you better.

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

Offeror Response

PROFESSIONAL STAFF

Our staff of professional engineers has received the highest certifications from our various technology partners. Every person assigned to a project is thoroughly trained, knowledgeable in best practices and committed to providing excellent engineering and service. We will design your network in close collaboration with your input and thoroughly test your solution at our facilities prior to installation.

We pride ourselves in the people that make up our team. It is our belief that our people are our single most differentiator today. We place our team and their families first delivering a foundation on which Integration Partners builds strong and long-term relationships with our customers and their businesses. Couple that with the “best-of-breed” manufacturers that we have chosen to partner with over the years and you will see that Integration Partners brings a uniquely personal commitment to bringing excellent solutions and services to our new and existing customers today.

- *Joe Nasal, Managing Supervisor
Penn State University
USB II, State College, PA 16803
jxn171@psu.edu
814.865.4729*
- *John Runta, Manager, Telecom, Network Planning & Support,
NJ Transit
One Penn Plaza East, Newark, NJ 07105
jrunta@njtransit.com
973.491.7733*
- *Sean Hughes, Chief Operations Officer,
Massachusetts Executive Office of Technology Security and Services
200 Arlington Street; Chelsea, MA 02150
sean.hughes@state.ma.us
617.660.4644*
- *Denise Moreau, Senior Network Engineer / IT Manager,
City of Chicopee
274 Front Street; Chicopee MA 01013
dmoreau@chicopeema.gov
413.594.1589*
- *Katrina K. Jagroop-Gomes, Chief Information Officer,
Massachusetts Gaming Commission
101 Federal Street, 12th Floor, Boston, MA 02110
katrina.jagroop-gomes@state.ma.us
617.979.8457*

- C. Personnel.** Include the number of executive and professional personnel, analysts, auditors, researchers, programmers, consultants, etc., who will be engaged in the work. Show where these personnel will be physically located during the time they are engaged in the Project. For key personnel include the employee’s name and, through a resume or similar document, the Project personnel’s education and experience in the meeting the

requirements identified in this RFP. Indicate the responsibilities each individual will have in this Project and how long each has been with your company.

Offeror Response

The team at Integration Partners includes:

- *350+ Employees to date*
- *Ratio is 3:1 Engineer to Sales*
- *Average Experience 20+ years*
- *Loyalty: <2% Attrition*

The Breakout is as follows:

- *Executives:*
 - *Principals & Co-Founders: Bart Graf and David Nahabedian*
 - *Chief Financial Officer: Tony Amato*
 - *Chief Revenue Officer: Dave Raftery*
 - *Chief Technology Officer: Matt Kolon*
 - *Chief Operating Officer: Jim Wilson*
 - *Chief Human Resources Officer: Natasha Doyle*
- *Sales & Marketing*
 - *Sr. Account Executive: Chris Kolb*
- *Engineering*
 - *Sr. Solutions Architect: Perry Heliger*
- *Professional Services*
 - *TBD. IPC has Engineering and Project Management staff located throughout the US. Depending on the skill set required the appropriate resource will be engaged. Where possible we will resource with staff based in PA or the Mid-Atlantic region.*
 - *All assignments and resume requirements for this section will be supplied on a project-by-project basis with the intent to comply fully with requirements requested by the Commonwealth within this section.*

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

1. name of subcontractor;
2. address of subcontractor;

3. number of years worked with the subcontractor;
4. number of employees by job category to work on this project;
5. description of services to be performed;
6. what percentage of time the staff will be dedicated to this project;
7. geographical location of staff; and
8. resumes (if appropriate and available).

Offeror Response

The Subcontractor team that Integration Partners uses includes: IPC has worked with many Small Business (SB) & Small Diverse Business (SDB) contractors. When IPC is awarded projects under this contract we will bring in sub-contractors with the appropriate skills sets for the work and be compliant with sub-contractor requirements.

Below is an example of a subcontractor that our company would engage for project management services and if necessary, additional engineering and services

David Grinberg, President

*DynaVet Solutions, LLC
3519A North Front Street
Harrisburg, PA 17110
dave@imprado.com
443-844-1824*

(1 Year of Service)—Resumes and details to be provided based by project.

All requirements for this section will be supplied on a project-by-project basis with the intent to comply fully with requirements requested by the Commonwealth within this section.

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

Offeror Response

An overview of the financials for Integration Partners are as follows:

- *\$220+ M for 2017; \$169 M for 2016*
- *No Long Term Debt*
- *Current Earnings Ratio 2.5:1*
- *Excellent Credit Rating D&B*
- *Conservative Growth / Track Plan*

VI. Requirements.

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

Offeror Response

The Manufacturer Authorization Letters for the each of the vendors are grouped separately in the following folders for submittal as part of this RFP response.

- “Arista” File Folder—File Name: [Arista Authorization Letter--Integration Partners.pdf](#)
- “Extreme” File Folder—File Name: [Extreme Authorization Letter-- Integration Partners.pdf](#)
- “Juniper” File Folder—File Name: [Juniper Authorization Letter--Integration Partners.pdf](#)
- “Riverbed” File Folder—File Name: [Riverbed Authorization Letter--Integration Partners.pdf](#)

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

Offeror Response

The Manufacturer Price Lists for the each of the vendors are grouped separately in the following folders for submittal as part of this RFP response.

- “Arista” File Folder—File Name: [Arista USD Price List.xlsx](#)
- “Extreme” File Folder—File Name: [Extreme USD Price List.xlsx](#)
- “Juniper” File Folder—File Name: [Juniper USD Price List.xlsx](#)
- “Riverbed” File Folder—File Name: [Riverbed USD Price List.xlsx](#)

- C. Contractor Cooperation:** The selected Offeror(s) shall cooperate and work with Commonwealth staff and its contractors.

Offeror Response

Understood and will comply.

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

Offeror Response

Our Account Teams are typically made up of an Account Executive and one or more Solutions Architects and/or Systems Engineers. Many of our Account Executives have come out of an engineering background; they understand how to deliver technology-based solutions and manage the risk associated with them. It is the role of the Account Executive to work with you to educate and share with you about the capabilities of Integration Partners and its Manufacturing Partners, while be a single point of contact during the education and sales process. Chris Kolb is the Commonwealth’s Account Executive from IPC. Chris will represent the entire team during the sales process and will work with the IPC Delivery Team after the Sale to insure the success of the project.

The Solution Architects work to assess the cost and technical requirement and then develops and documents a solution that best meets those requirements. The Solution Architect not only

looks at immediate needs and requirements, but also looks broader at how the design will affect the entire solution, as well as further out as it relates to growth and changes that will potentially occur in the industry. For the Commonwealth, Perry Heliger is your Solutions Architect with Lisa Ostlund providing Engineering Quote Support.

For this engagement, an RFP was issued and our team has done our best to provide the Commonwealth with a thorough response to your request, but if there is anything, on which you would like us to expand, please let us know.

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

Offeror Response

Understood and will comply

- F. New Equipment:** The selected Offeror(s) shall quote the newest networking equipment available for all requests, unless the Commonwealth specifically requests, in writing, alternate networking equipment.

Offeror Response

Understood and will comply with further explanation. Integration Partners has included all equipment and software that is commercially available at the time of the response of this RFP. In the event that a product or release of software is announced as "End of Sale", the availability and supportability of the product will follow the guidelines in accordance with published Lifecycle terms published by each manufacturer as it relates to the affected product(s).

As it relates to new products—Integration Partners will offer the flexibility to add new products to the list and will discount them in-line with the discounting provided as part of our response and will add them to the "Commonwealth Catalog" for subsequent availability and purchase by the Commonwealth Agencies.

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

Offeror Response

Understood and will comply.

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

Offeror Response

Understood and will comply.

- I. Pricing:**

- 1. Additional Discounts:** Commonwealth agencies are required to obtain quotes from all selected Offeror(s), per desired OEM, on orders exceeding \$10,000, however agencies may request quotes for orders of all sizes. Offeror(s) are encouraged to offer lower prices for all requests for quotes, especially requests for quotes with

high quantities. The Commonwealth may negotiate additional price concessions on all orders.

Offeror Response

Understood and will comply.

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

Offeror Response

Understood and will comply.

3. (REMOVED FROM THE RFP BY THE COMMONWEALTH) As an alternative, Offeror(s) shall provide a consumption based pricing model for the equipment. Please describe your ability to accommodate this model.

Offeror Response

No response required—removed from the RFP.

J. Order Requirements:

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

Offeror Response

Understood and will comply.

2. Order Shipment:
 - a. All orders shall be F.O.B. Destination. All freight charges shall be paid by the Offeror.
 - b. All orders must include a packaging slip which includes, at a minimum: Commonwealth agency, requestors name, order quantity and SRM purchase order number.
 - c. Partial shipments are acceptable only if authorized by the Commonwealth agency that ordered the networking equipment.
 - d. The selected Offeror shall ensure all incorrect shipments are corrected within ten (10) business days from the Commonwealth's report of a problem. The business days of the Commonwealth are as follows; 7:30 to 5:00pm, Monday through Friday, excluding state holidays.

Offeror Response

Understood and will comply.

3. Order Delivery: All orders for off-the-shelf networking equipment must be delivered within ten (10) business days or on the date agreed upon by both the Commonwealth and the Offeror. All orders for custom configured networking equipment must be delivered within twenty (20) business days or on the date agreed upon by both the Commonwealth and the Offeror. Calculation of delivery time does not include the day

that the purchase order is issued, but does include the day of delivery. When a specific delivery date is agreed upon, delivery must occur on the requested date.

Offeror Response

Understood and will comply.

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

Offeror Response

Understood and will comply.

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

Offeror Response

Understood and will comply with an option to offer this information via the Web.

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

Offeror Response

Understood and will comply.

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

Offeror Response

Understood and will comply.

- O. Customer Satisfaction:** The selected Offeror(s) shall initiate customer satisfaction surveys. The Commonwealth will determine the format and delivery mode of the survey.

Offeror Response

Understood and will comply. Integration Partners quantifies and manages customer satisfaction scoring via the "Net Promoter" Management Tool. For more information on this process please refer to the following link. https://en.wikipedia.org/wiki/Net_Promoter

The latest Integration Partners Customer Relationship Survey Headline Stats for 2018 is defined as such:

- *Respondents: 282 highly engaged customers*
- *8% -- In line with industry standards*
- *Our Best NPS Score ever = 60*

- *This is a statistically meaningful increase over the 2 previous scores 54 and 50 (greater than the 5.5% margin of error). Therefore it represents a genuine achievement, even as Integration Partners has grown 30% YoY.*

P. Warranty Service:

1. The selected Offeror(s) shall honor the warranty specified by the OEM for all networking equipment being offered, at no additional cost to the Commonwealth.
2. The selected Offeror(s) shall include the most recent software upgrades on networking equipment during the warranty period, at no additional cost to the Commonwealth.
3. The selected Offeror(s) shall provide a central point of contact to address warranty service issues. The Offeror shall make available technical support contacts through the internet and provide a toll-free contact number. The Commonwealth will not call an OEM directly for any warranty issues, unless the Offeror is the OEM.
4. The selected Offeror(s) shall be capable of receiving service calls, or provide access to the OEM service support in accordance with the agreed upon maintenance and support agreement during a warranty period. The Offeror shall have service technicians and the support infrastructure available to provide warranty services that meet the service level agreement specified within **Section VI.S**.
5. The selected Offeror(s) may provide warranty services outside of business hours if agreed upon by the Commonwealth and the Offeror.

Offeror Response

Understood and will comply.

Q. Related Services: The Commonwealth will develop a statement of work (SOW) for related services utilizing **Appendix A - Statement of Work Template**, which will be attached to the associated purchase order. Services may include the following;

1. Maintenance/Extended Warranty: The selected Offeror(s) shall, if requested by the Commonwealth, provide maintenance/extended warranty services for all networking equipment being offered. The Offeror shall provide a written quote for all maintenance/extended warranty services orders, which the Commonwealth will attach to the associated SRM purchase order. Maintenance/extended warranty services must meet Service Level Agreement requirements as specified in **Section VI.S**. Orders for maintenance/extended warranty services made during the term of the contract may extend up to two (2) years past the expiration date of the contract.
2. Training: The selected Offeror(s) shall provide training for Commonwealth staff, if requested by the Commonwealth. Training shall be provided at the location where the networking equipment will be located. The Offeror shall provide unlimited follow-up training, when new networking equipment has been deployed at a location, at no additional cost, when requested by the Commonwealth.
3. Relocation of Networking Equipment: The selected Offeror(s) shall relocate networking equipment, if requested by the Commonwealth.
4. Design, Configuration, and Installation: The selected Offeror(s) shall design, configure, and install networking equipment, if requested by the Commonwealth.

Offeror Response

Understood and will comply based on the Commonwealth's requested services. Refer to Additional Examples Section at the end of this document for a sample Integration Partners SOW and Deliverable.

- R. Service Level Agreements (SLAs) and Liquidated Damages (LDs).** The following SLAs and LDs apply to the Offeror's performance with each individual agency. The selected Offeror shall reimburse the Commonwealth within 45 days of the missed SLA. The Offeror shall pay the LDs by deducting the amount from invoices submitted under this Contract or by sending a check addressed to the Commonwealth of Pennsylvania for the amount of the LDs. All checks must be sent to the following address:

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

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

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

The selected Offeror shall provide the Commonwealth with monthly reports detailing service level metrics, response/fix-time metrics, and the status of outstanding issues.	The reports shall be provided to the Commonwealth no later than ten (10) business days after the end of the month.	If the selected Offeror fails to meet the SLA for two (2) consecutive months or three (3) months within a calendar year, the selected Offeror will be ineligible to receive orders from any agency in the Commonwealth for six (6) months.
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S. Emergency Preparedness.

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

1. Describe how you anticipate such a crisis will impact your operations.

Understood and will comply. IPC has a workforce distributed across the country with multiple employees cross-trained in the roles. We work with multiple suppliers and manufactures. Our systems our housed in multiple data centers. Additionally, most functions can be done in an off line mode. For example, a number of our team members were engaged in the 9/11 recovery effort and improvised an action plan supporting the city in bringing up critical services. Our processes and procedures include lessons-learned gathered from this recovery effort and make up our best practices guidelines.

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:

Understood and will comply with clarification. We do not have a separate emergency response continuity of operations plan. Our organizational/departmental operations plans leveraging technologies that are used for the cross-training of personnel involved with the specific engagement.

- a. Employee training (describe your organization’s training plan, and how frequently your plan will be shared with employees)

Understood and will comply with clarification. Training varies by department and role. Integration Partners provides routine training as the needs of our customers evolve. Integration Partners management regularly does internal surveys to insure that the expertise of the teams clearly meets the operational objectives of our business and subsequently, our customers.

- b. Identified essential business functions and key employees (within your organization) necessary to carry them out

Understood and will comply with clarification. The very nature of business continuity is that while all employees are key, Integration Partners ensures that all roles are cross-trained and back-up resources are available.

- c. Contingency plans for:

- i. How your organization will handle staffing issues when a portion of key employees are incapacitated due to illness.

Understood and will comply with clarification. The very nature of business continuity is that while all employees are key, Integration Partners ensures that all roles are cross-trained and back-up resources are available.

- ii. How employees in your organization will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.

Understood and will comply with clarification. 2/3 of our employees are mobile workers and work from their homes. All employees are equipped to work remotely. There are always a few days a year where offices are closed due to weather and this has no impact on productivity as our operations are built to be run in a distributed manner.

- 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.

Understood and will comply with clarification. While Integration Partners uses our systems, work phone and email primarily for standard operations, all employees also have cell phones and personal email. Additionally, standard procedure is having alternate contact info such as cell phones numbers etc. for our customers and partners. Additionally, our employees are empowered to act to address customer needs and make critical decisions on their own if management is not reachable.

- e. How and when your emergency plan will be tested, and if the plan will be tested by a third-party.

Understood and will comply with clarification. Our plan is validated everyday as it is our standard operating procedure. Additionally, in day-to-day operations people and systems have availability issues and these validate the continuity of operations when there are issues. At this time, we do not have a third-party that validates our overall operations policies and procedures.

Offeror Response

See Response for Section VI - S in line above.

VII. Reports and Project Control.

- A. **IT Service Management.** Offeror(s) shall describe its service management methodology its uses to deliver service to its customers. Identify any industry best practices or standards its service management methodology is based. IT Service management shall include strategic approach directed by policies and incorporated in processes and supporting procedures that are performed to plan, deliver, operate, control, and improve

IT services offered to customers. Offeror shall describe tools used for service management to include any integration of automated tools. Offeror shall include as part of its proposal any service management plan(s) which will be utilized to deliver, operate, control, and improve the services as described in this RFP.

Offeror Response

Understood and will comply.

Project Management

Every project is managed by a dedicated project manager who serves as a single point of contact and responsibility for our performance on the project. We track all activities and monitor progress based on the established timelines after contract award. When you engage Integration Partners, you have full access to our project manager to ensure that your solution is installed and performs meets and/or exceeds expectations. The PM is responsible for the following:

- *Primary Customer Focal Point for the Engagement*
- *Project Risk Management and Mitigation*
 - *Resource Coordination and Management*
 - *Coordination, Allocation and Delivery of the Solution BOM*
- *Scheduling and managing the technical resources for the Project*
- *Managing the delivery of our Expectation and Schedule*
- *Change Management (Note: Though Integration Partners will make every effort to bid and deliver a Project SOW/BOM that includes the comprehensive requirements of the RFP, changes outside of the scope that are requested by the Commonwealth Agency will be addressed via our Change Control Process.)*
- *Transitioning the Project from Implementation to Post Solution Delivery Maintenance and Ongoing Support*

The Integration Partner PM:

- *Owns the communication cycle with the Commonwealth Agency that initiated the SOW.*
- *Provides weekly written or verbal status reports*
- *Is responsible for weekly review of actions, issues and risks*
- *Leads initial kick-off meeting*
- *Leads meetings to discuss critical deliverables and milestone*
- *Ensures succinct and orderly communication between involved parties*
- *Is responsible for change control process*
- *Is responsible for sign-off process for each completed deliverable*
- *Will leverage and utilize PMI best practices*
- *Leads project summary meeting to discuss lessons learned, status and sign-off*

Communication and Reporting

As part of our standard project management, Integration Partners provides regular reports on the project status, with any problems or issues quickly brought to the client's attention for swift resolution. In addition, the project manager maintains continuous communications with the client's team.

Accountability

Integration Partners takes full responsibility for our component of the network project, and we will not rest until the network is operating successfully.

Best Practice Process

Integration Partners follows manufacturer best practices at all times. Our engineers are extensively trained in the various networking technologies. Many have earned the highest levels of certification from each of our manufacturing partners and recognized as experts in their area of expertise. Our solution delivery processes emphasize advanced planning and ongoing communication to ensure predictability, cost control and ultimate success of the network.

- **Discovery and Design** Integration Partners will discuss requirements with the client's team in depth, typically by conference call, to gather any information not covered in presales meetings. The design session lays the foundation for the ultimate success of the network.
- **Implementation and Migration** Integration Partners will provide a full implementation and migration plan with project timelines. The plan will include all necessary design, testing and installation details.
- **Equipment Delivery** The network components will be delivered to Integration Partners for staging, burn-in and testing. We confirm that all equipment is functioning properly according to the manufacturers' specifications.
- **Configuration** Integration Partners configures the network components to ensure functionality. This includes setting the parameters and options for ports, uplinks, web portals and other functionality established in the design session.
- **Installation and Testing** Equipment is installed at the customer location, integrated with appropriate network equipment, and tested to ensure proper operation. Integration includes connectivity to other networking equipment required to put the product in-service or in-line as described in the implementation plan.
- **Knowledge Transfer** Knowledge transfer and documentation are provided throughout the services engagement. We encourage our clients to ask questions during each phase of the service. If you wish to receive formal training, Integration Partners can host manufacturer's product training courses at our facility or onsite.
- **Documentation** IPC provides customized options as it relates to documentation deliverable for each of our projects. Our deliverables minimally include a Solution Inventory with Version and Revision Control, the Detailed Design

Documentation with Associated Diagrams, and Electronic Copies of the Configurations and Licensing.

Integration Partners has the necessary expertise in-house to deliver a fully turnkey solution to the Commonwealth Agencies based on the enclosed SOW. It is important to note that the proposed engagement not only focuses on getting job done, but it also takes into consideration the risk associated with implementing a project of this magnitude. IPC has put into place best practices for mitigating risk while identifying key workarounds and/or regression plans in the event something does not go as planned.

B. Monthly Reports: The selected Offeror shall provide monthly reports to each using Commonwealth agency and a consolidated monthly report to the Department of General Services, Bureau of IT Procurement. The Offeror shall utilize **Appendix B – Monthly Report Template**. A monthly report shall consist of, and include at a minimum:

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

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

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

Offeror Response

Understood and will comply.

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

Offeror Response

Understood and will comply.

Additional Examples and Samples

This section include an example of the following:

I. Example of a Detailed Engagement SOW

I. Example of a Detailed Engagement SOW

The following SOW Sample has been provided to illustrate the detail that Integration Partners puts into scoping out project engagements for our customers. This sample could be adapted to the Commonwealth's SOW template for future contracted projects.

A. Engagement Proposal—Statement of Work (SOW)

This section calls out the work that will be performed to provide a turnkey solution to the Commonwealth Agency aka “the Commonwealth”. Any network deployment of this magnitude will require careful coordination with the Commonwealth Networking Team to ensure that the most efficient use of Integration Partners engineering resources. This efficiency is enjoyed because it is the IPC practice to include IPC engineers and project managers early in the design process following contract award. This SOW defines a series of tasks that would foster such efficiency. The tasks are:

- Project Kick-off
- High-level Design—Configuration and Design/Fact-Finding—Including a copy of the existing Networking Rules and Policies
- Low-level Design/Migration Plan
- Staging
- Installation, Integration and Solution Testing
- Project Close-out (Sign-Off/Acceptance)

B. Project Kick-off

The project kick-off will be the initial working session between the Commonwealth Networking Team and Integration Partners. The kick-off session will cover the following elements:

- Roles and responsibilities
- Review of the SOW and Change Order Process
- Open item resolution
- Initial project timeline and update system
- Project management tasks and cadence
- Project close-out criteria and process

As part of the professional services offered to the Commonwealth is an assigned project manager. This PMP certified project manager generates the project plan with customer input; assigns project resources, and tracks project progress throughout all stages of the project. The project manager will be responsible for the kick-off meeting.

1. Kick-off Deliverables

- A completed and agreed to in the SOW

- A Project Plan

2. Kick-off Assumptions

- The Kick-off task will be performed remotely via conference call(s).
- The Commonwealth will provide a project manager that will be responsible for this project and will have oversight and approval responsibilities for the duration of the project.
- The Commonwealth will assign a team of technical focal points that are responsible for the technical design and integration of the new Enterprise Network Platforms into the Commonwealth's existing enterprise network. This team shall provide the necessary support to the IPC Engineering Team to help insure the technical success of the new solution.

C. High-Level Design—Configuration and Design/Fact-Finding

Working from the initial designs presented in this Proposal/SOW, the Commonwealth and Integration Partners will define the high-level goals for implementing the new Internet Routers, the services to be offered, the initial topology, the addressing, and the protocols to be deployed. In addition, the Commonwealth Team will work with the IPC Engineer(s) to supply them with the existing VLAN, IP Addressing and Network Node configuration(s) and network connectivity information. This information will be collated and a draft design document that will be created by Integration Partners engineering and used to build the new low-level design. This draft document will be reviewed and approved by the Commonwealth Team. The draft design document and the project plan will provide the roadmap for the other tasks in this project.

1. High-level Design Deliverables

- Meeting notes from the high-level design review.
- The Draft Enterprise Network Design Document including at a minimum, the existing network design details that are applicable to this project, VLAN and IP Addressing methodologies, switch and router configurations, rack and physical plant specifics, and ISP specifics.

2. High-level Design Assumptions

- The Commonwealth will provide knowledgeable participant(s) to support the initial design fact-finding process.
- High-level design will include the following as a minimum;
 - Initial VLAN Assignment Methodology/Allocation Document and IP Addressing Plan for all four locations
 - A Draft Plan that outlines the isolation of the Management Network from the User and Secure Networks such as PCI and HIPPA based networks utilizing L3 Virtual Services Networks (L3VSN) and VRF
 - Routing Plan—Inside the Enterprise Internet Gateway Router(s)
 - Management Plan and Draft Assignments
 - Network Connectivity (Top-Level)
 - List of Project Team and their Contact Information (Name, Phone Numbers (Desk/Phone), Email, Location where they have a desk, etc. (The Commonwealth is responsible for enlisting the support of the Commonwealth Team and associated

contractors that will be supporting this project.)

- Integration Partners will provide an initial design document, collate comments and create a final high-level design document that along with the subsequent low-level design will make up the final Enterprise Network Design Document.
- Integration Partners will provide a draft copy for review that incorporates the information from the review(s). This draft will be signed off by the Commonwealth and will be used as a basis for the low-level design.
- The Commonwealth will provide feedback to the design within five working days of the request for review. If feedback is not received within five working days of the review, the information within the document will be considered accurate and final for use in the development of the low-level design.

D.□ Site Surveys

A Basic Site Survey/Review will be performed with the Commonwealth Team to verify that the site is adequate for housing the new switches. It is understood that it shall be the Commonwealth's responsibility to insure that there is sufficient rack space, power, environmental heating/cooling and security to allow for the proper installation of the new Enterprise Network Solution.

E.□ Low-level Design/Migration Plan

The low-level (detailed) design of the project will include the port configurations, the complete IP addressing scheme, the management information and the services as defined for the initial turn-up of the network. The low-level design will provide an annotated description of the tasks needed to turn up new solution, as well as the details for integrating and migrating the new Enterprise Network Solution into the Commonwealth's existing Enterprise Network. The low-level design will form the basis of the installation, integration, and solution validation testing tasks.

The low-level design will be documented as a new section within the existing Enterprise Network Design Document. The low-level design will be reviewed by the Commonwealth as required and be considered part of the initial knowledge transfer for the new Enterprise Network Solution and a precursor of the training that is being included as part of this proposal. All comments for the design will be evaluated and the design will be updated as needed.

1.□ Low-level Design Deliverables

- Delivery of the Final Enterprise Network Design Document that will include both the high-level design, documentation VLAN/IP Assignments, the low-level design and detailed VLAN assignment of the switch ports that will be deployed on the switched network.

2.□ Low-level Design Assumptions

- Integration Partners will provide an initial design document, collate comments and create a final high-level design document.
- Integration Partners will provide a final copy for review that incorporates the information from the review(s).
- The Commonwealth will provide feedback to the design within five working days of the request for review. If feedback is not received within five working days of the review, the document will be considered final.

F. Installation, Integration and Solution Testing (Optional—Priced Separately)

Once the previous tasks are complete and the two routers have been received at their final locations, Integration Partners will rack and stack the devices in the provided location. The deployment and testing of each Network Node will be in accordance with the deployment and migration plan as called out in the Enterprise Network Design Document. The Enterprise Network Solution will be brought online individually isolated from the existing the Commonwealth Enterprise Network. The actual integration, migration and test details will be deployed in accordance with the Migration and Test plans being developed as part of this engagement.

Once the Enterprise Network installation and cutover are completed, IPC will provide up to two days of monitoring to address any unforeseen issues associated with the new solution. All design related changes made during the migration and testing phases will be updated in the As-Built Document that will be delivered as part of the final deliverable at the completion of the project. There is no review cycle for this installation document.

1. Installation, Integration and Solution Testing Deliverables

- As-Built Network Documentation for the following locations:
 - Location #1
 - Location #2
 - Location #3

2. Installation, Integration and Solution Testing Assumptions

- The Commonwealth will insure that all devices are received and secured at the installation locations and have a designated point of contact that knows where the devices are located at each location.
- The Commonwealth will arrange a local site contact to provide access to the installation sites.
- The Commonwealth will test site-to-site optical connectivity prior to the installation and test windows.
- Integration Partners will not have OTDR equipment on hand during the installation windows, if such devices are needed, they will be rented on location and a change order for the rental, time, and travel charges will be created.
- Integration Partners will note any problems with the site and bring this to the attention of the project management team for resolution.

G. Project Close-out

The Project Close-Out task is the sign-off of the project and the final opportunity for a knowledge transfer for the operators/administrators. The task is composed of one or more meetings with Integration Partners and the Commonwealth to review the As-built Documentation and verify that all aspects of this SOW have been completed as defined.

1. Project Close-out Deliverables

- As-Built Network Documentation
- Project Close-out Meeting Minutes

2. Project Close-out Assumptions

- The meetings will be held on-site with remote attendees – Site to be arranged by the

Commonwealth.

- The Commonwealth will coordinate with their team to identify their participants
- Integration Partners will provide a final copy of the As-Built Documentation for review.
- The Commonwealth will provide feedback to the document within five working days of the request for review. If feedback is not received within five working days of the review, the document will be considered final and the project complete.

H.□ Project Management

Integration Partners Project Management Team dedicated to the Commonwealth: □

- Lead PM owns the communication cycle with the Commonwealth.
- Weekly written or verbal status reports
- Responsible for weekly review of actions, issues and risks
- Lead initial kick-off meeting
- Lead meetings to discuss critical deliverables and milestone
- Ensure succinct and orderly communication between involved parties
- Responsible for change control process
- Responsible for sign-off process for each completed deliverable
- Will leverage and utilize PMI best practices
- Lead project summary meeting to discuss lessons learned, status and sign-off

I.□ Staffing Resource

Integration Partners works in a team model. We assign staff resources to best fit the total project requirements; therefore, we are not committing specific individual employees to this project.

There will be a primary architect assigned to the project who will be responsible for all technical content. That architect will pull from their technical team of engineers and other architects as needed to meet technical deliverables. There will also be a Project Manager (PM) or an engineer assigned to act in an oversight role. The PM will bring in resources as conditions warrant.

J.□ Responsibilities

1.□ Integration Partners' Responsibilities

Integration Partners will provide the applicable and necessary labor, supervision, consultation, materials to perform the tasks and provide the Deliverables described in this SOW. For purposes of this SOW, "Deliverables" means any materials produced in the course of performing tasks listed or specifically required to be delivered to the Commonwealth under this SOW.

2.□ The Commonwealth Team Responsibilities

The estimated duration and associated fees presented in this SOW are based on the following responsibilities. Should any element(s) of these be lacking during the execution of services, additional time, associated fees, and expenses may be required. All parties agree that personnel shall not be asked to perform, or volunteer to perform engineering and/or consulting tasks that lie outside the skill sets and experience of personnel.

Personnel have the right to decline on a service request if the request falls outside the scope of their experience or expertise. Notwithstanding the foregoing, Integration Partners will provide the personnel with the necessary skill sets and experience as required herein by this Statement of Work.

The following task matrix identifies additional responsibilities for the project:

	Task	Responsible Party
1.	All equipment has been racked.	The Commonwealth and Integration Partners
2.	All equipment has the proper electrical connections and power.	The Commonwealth
3.	All data, voice, and electrical circuits necessary for the successful completion of this project will be verified as being installed and tested	The Commonwealth
4.	Provide the necessary hardware, software, and tools required for the successful completion of the project prior to Integration Partners' arrival.	The Commonwealth
5.	Technical information and full documentation describing the existing Internet connectivity shall be provided.	The Commonwealth
6.	At least one technical contact with system administration responsibilities and appropriate system/information access privileges to perform this service shall be assigned to the project.	The Commonwealth
7.	Identified baseline performance metrics for the production environment will be delivered in accordance with the performance specification provided in the RFP and associated Addendum #1.	The Commonwealth
8.	Any network implementation activity shall conform to the Commonwealth outage window policy and may take place overnight or on weekends. Higher rates shall apply for holiday outage windows.	All

K. Assumptions and Requirements

The following assumptions and requirements apply for this engagement:

- All work with the exception of the solution cutover and test tasks shall be performed during normal business hours.
- The work location shall be both onsite at the four locations and off site.
- IPC shall draft requirements and perform detailed documentation off site in collaboration with the Commonwealth.
- IPC's Assigned Engineers shall have access to the work area and be provided with contractor badge(s) and/or escorts for the duration of the project.
- IPC shall be provided remote access to resources associated with the project, e.g., lab and production environments.
- While onsite and in the work area, IPC shall be provided Internet access (wired or wireless) for connectivity to Integration Partners resources.
- Integration Partners assumes that the Commonwealth shall provide, upon request, the following information:

- Contact information for the Commonwealth project team and technology owners for the infrastructure and application platforms
- If required, an escort for all installation personnel for the duration of the project
- Technical information and full documentation concerning the existing Internet connectivity
- At least one technical contact with system administration responsibilities and appropriate system/information access privileges to perform this service
- Copy of an existing M&P document to be used as an example
- The Commonwealth has identified baseline performance metrics for the production environment.
- The Commonwealth shall allocate the required engineering resources throughout the project based on the activities. The discovery and requirement processes will require significant involvement from the Commonwealth to ensure accuracy of the knowledge transfer and requirements are aligned with the project goals.
- The Commonwealth shall review deliverables and provide feedback within a reasonable timeframe, in most cases within two business days.
- All deliverables shall be subject to the final written acceptance of the Commonwealth project manager or sponsor. Such final written acceptance shall be based upon the completeness, adequacy, and accuracy of deliverables in addressing all requirements of this proposal.
- This proposal assumes that after work begins, there are no interruptions in the schedule that would cause Integration Partners to disengage and reengage later. It is understood by both Integration Partners and the Commonwealth that a change order is required to stop work and then restart after more than five business days.

L.□ Key Deliverable Summary—Sample—Requires Refinement

Unless otherwise noted, all deliverables in this section are owned by Integration Partners engineering. In each case, the Commonwealth’s technical lead or project management is the authorized approver of deliverables.

Phase	Deliverable	Description	Acceptable Format	Review Cycles	Authorized Approver
Project Definition	Statement of Work (SOW)	A completed and agreed to SOW	PDF/Word	1	PM or Lead Engineer
Kick-off Deliverables					
	Project Plan □		PDF/Word	1	PM or Lead Engineer
High Level Design Deliverables					
	Meeting Notes □	Meeting notes from the high-level design review	PDF/Word	1	PM or Lead Engineer
	Draft High Level Design □	Draft Design Document	PDF/Word	1	PM or Lead Engineer
	Final High Level Design □	Final Design Document (Reviewed and agreed upon)	PDF/Word	1	PM or Lead Engineer

Staging Deliverables	1.□				
	Staged Configurations □	Staged Configurations – Annotated as necessary	PDF/Word	1	PM or Lead Engineer
	Management Plan □	Management Plan – names, and passwords	PDF/Word	1	PM or Lead Engineer
	Test Results □	Test Results and corrective actions or exceptions	PDF/Word	1	PM or Lead Engineer
	IP Addressing and Naming Plan □		PDF/Word	1	PM or Lead Engineer
Low Level Design Deliverables					
	Low Level Design □	Addendum to the Design Document	PDF/Word	1	PM or Lead Engineer
Installation and Unit Testing Deliverables					
	Installation Document □	Draft As-Built Documentation	PDF/Word	1	PM or Lead Engineer
Project Close-out Deliverables					
	As-Built Document □	Final As-Built Documentation	PDF/Word	1	PM or Lead Engineer
	Project Acceptance Sign-off □		PDF/Word	1	PM or Lead Engineer
Project Acceptance Sign-off □			1	PM or Lead Engineer	

M.□ Location List

First Location: Address Here

Second Location: Address Here

Third Location: Address Here

N.□ Timing—Preliminary Project Plan

Target Completion Date for this work to be completed—NLT two (2) months after project commencement (Tentative: July 1, 201X).

Start Date: Approximately two (2) weeks after receipt of a signed contract. IPC Engineers are not typically assigned earlier than two weeks from contract award. All efforts will be made to meet the Commonwealth’s schedule requests.

Target Completion Date for this work to be completed is estimated at three (3) to five (5) weeks from start-to-finish based on the scope of work delivered. Though this estimate could be accelerated, IPC will always look at the risk and manage schedule and resources around its impact on the project.

1.□ Preliminary Milestone Outline—FOR EXAMPLE PURPOSES ONLY

NOTE: The proposed schedule will be adjusted where days fall on the week or over a holiday. Order of and span between events may be modified based on information received during the Project Kick-off Meeting.

1.□ Signed Contract – Day 0

2. Equipment Ordered – Day 1
3. Kick-off meeting – Day 3-5
4. High-Level Design – Day 11
5. Low-Level Design – Day 20
6. Staging of Equipment – Day 22
7. Ship Equipment to the Commonwealth Locations – Day 24
8. Installation and Test – Day 26-47
 - a. Location #1
 - b. Location #2
 - c. Location #3
9. Support Team Orientation and Solution Overview – Day 50
10. Project Sign off and Turnover – Day 57

O. Change Order Process

Customer and Integration Partners will each designate a single point of contact for the authorization of project change requests. Customer and Integration Partners will use only the procedure under this Section to control changes to the statement of work.

- Since a change could affect the price, schedule, or other terms of the agreement for this statement of work, both Integration Partners and Customer must approve each change before amending the statement of Work. All change requests will be submitted in writing using the Change Request Form (Appendix A) with this document. They will describe the change and include whatever rationale and/or estimated effect the change will have on the Master Statement of Work.
- Customer and the Project Manager will review the Change Request Form. For any change requested, Integration Partners shall be entitled to adjust the time of performance and the charges for the Work to be performed in a SOW. Any adjustments to the time of performance or the charges for the Work to be performed which result from a change request shall be set forth on the Change Request Form.
- The change will then be accepted for submission to the other party, or it will be rejected. If rejected, the Change Request Form and a rejection rationale will be returned to the originator.
- If the Change Request Form is submitted to the other party, the receiving party shall have three (3) business days to agree to the proposed change by signing the Change Request Form.

- o Approved changes as reflected on an authorized and executed Change Request Form will then be incorporated into the Statement of Work and become part of the agreement between the parties.

Until such time as any change requested is formally agreed to by authorized signature, Integration Partners shall continue to perform to the terms and scope of the original SOW.

P. Statement of Work Acceptance (SAMPLE ONLY)

By signing this agreement, the parties agree to the terms and conditions as stated in this document. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below. This Document is governed by the Integration Partners Terms and Conditions Agreement between Integration Partners.

<p>The Commonwealth Agency <input type="checkbox"/></p> <p><input type="text"/></p> <p><input type="text"/></p> <p>Signature <input type="checkbox"/></p> <p><input type="text"/></p> <p><input type="text"/></p> <p>Printed Name <input type="checkbox"/></p> <p><input type="text"/></p> <p><input type="text"/></p> <p>Title <input type="checkbox"/></p> <p><input type="text"/></p> <p><input type="text"/></p> <p>Date <input type="checkbox"/></p>	<p>Integration Partners <input type="checkbox"/></p> <p><input type="text"/></p> <p>Signature <input type="checkbox"/></p> <p><input type="text"/></p> <p>Printed Name <input type="checkbox"/></p> <p><input type="text"/></p> <p>Title <input type="checkbox"/></p> <p><input type="text"/></p> <p>Date <input type="checkbox"/></p>
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ARISTA

5470 Great America Parkway
Santa Clara, CA 95054

June 21, 2018

Chris Kolb
Integration Partners
71 West 23rd Street, Suite 614
New York, NY 10010

Attn: Joe Millovich
Ref: Commonwealth of Pennsylvania – RFP 6100045034 for Networking Equipment.

Joe,
Arista Networks, Inc. hereby recognizes Integration Partners as an Authorized partner in good standing and is able to resell all of our products and associated support/maintenance/services. Arista Networks validates that Integration Partners is authorized to sell our products to public sector entities across the entire Commonwealth of PA.

Our company looks forward to working with Integration Partners and the Commonwealth of Pennsylvania during the bid, award, and fulfillment process for this contract.

Should you have any questions, please contact me directly at 610-659-8429

Sincerely,



David Davis
Territory Sales Rep PA/Southern NJ
M: (610) 659-8429
ddavis@arista.com



July 3, 2018

To Whom It May Concern:

RE: Integration Partners

Extreme Networks, Inc. (Extreme) hereby states that as of the date of this letter, Integration Partners is an authorized and certified Diamond reseller of Extreme Networks products and services in the US.

Integration Partners has the knowledge and skills to sell, install and maintain Extreme Networks equipment as defined by Extreme Networks according to their signed agreement.

Thank you for considering Integration Partners and Extreme Networks products and services.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bob Gault', with a long horizontal flourish extending to the right.

Bob Gault
Chief Revenue & Services Officer
Extreme Networks

Date: Monday, July 2, 2018

Requestor: Commonwealth of Pennsylvania

To Whom It May Concern:

Juniper Networks is very pleased to confirm that the following partner is currently authorized by Juniper Networks to resell Juniper Networks products, training services and support and maintenance contracts to end-user customers for the Commonwealth of Pennsylvania, as specified below:

Partner Name: INTEGRATION PARTNERS CORPORATION
Partner Level: Elite
Partner Territory: USA
Product Authorizations: Routing, Switching, Security
Service Specializations/Certifications: Professional Services, Support Services

INTEGRATION PARTNERS CORPORATION has been an authorized partner for more than 5 year.

The Juniper hardware products offered for sale are new, contain current technology and include a warranty.

The Juniper products offered for sale include preventive maintenance and support services and maintenance releases subject to the purchase of a support contract, as of the date of commencement of such support services, and as more fully described in Juniper's standard End User Support Agreement.

Juniper has recommended to INTEGRATION PARTNERS CORPORATION a Bill of Materials to address the telecommunications solution requested in Commonwealth of Pennsylvania.

INTEGRATION PARTNERS CORPORATION must have the ability to perform activities consistent with the specializations and/or certifications specified above: which may include delivery, implementation and/or support of Juniper Networks products and services in accordance with such specializations or certifications.

In order to become an authorized partner, INTEGRATION PARTNERS CORPORATION is required to employ staff qualified to provide preventive and corrective maintenance for Juniper products.

INTEGRATION PARTNERS CORPORATION is certified in Security, routing, switching, and is required to possess the ability/capacity to provide support and maintenance of Juniper products.



680 Folsom Street, San Francisco, CA 94107 T (415) 247-8800 Riverbed.com

Riverbed Technology
One Penn Plaza
New York, New York 10119

July 10th, 2018

To whom it may concern:

This letter is to confirm that Integration Partners is an authorized Reseller of Riverbed Technology, Inc. products and related services and is authorized to resell such products and related services in the United States.

V/r,

Lindsey Claypool
Riverbed
Channel Sales Manager
716-807-8444
lclaypool@riverbed.com

Juniper Networks will be pleased to make support available through INTEGRATION PARTNERS CORPORATION for the Juniper Networks products and services during the paid support service agreement periods and in accordance with our standard warranty, service policies and the then-current End-of-Life policy.

We also confirm that [name of partner] is identified as the partner authorized to resell the contracted services for the Juniper Networks equipment in the [insert name of network] including "Juniper Care Technical Services", "Juniper Care Services", or "Juniper Care Plus Services." Therefore, INTEGRATION PARTNERS CORPORATION is the partner that is authorized to offer for sale the renewal of these services.

If you have any questions regarding this partnership, please don't hesitate to contact:

Andon Lucas
alucas@juniper.net
978-828-1147

Sincerely,



Christian Alvarez
Sr. Director Partner Sales
Juniper Networks (US), Inc.

□

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, Anthony P. Amato, Chief Financial Officer of Integration Partners Corporation, a Massachusetts corporation or other legal entity, ("Contractor") located at 12 Hartwell Avenue, Lexington MA 02421-3113, having a Social Security or Federal Identification Number of 04-3467289, 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:

 7/11/10

Signature/Date


Printed Name/Title

Integration Partners Corporation

 7/11/10

Signature/Date

Anthony P. Amato, Chief Financial Officer

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>	
Epi INTEGRATION PARTNERS CORP	
<i>By (Authorized Signature)</i>	
[Signature]	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>
Anthony P Anato	2/11/18

OPTION #2 - EXEMPTION

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

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

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



LOBBYING CERTIFICATION FORM

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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


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

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

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

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

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

SIGNATURE: 

TITLE: CFO DATE: 7/1/18

RECIPROCAL LIMITATIONS ACT REQUIREMENTS

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

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

I. REQUIREMENTS

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

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

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

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

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

	STATE	PREFERENCE
1.	Hawaii	15%
2.	Idaho	10%
3.	Louisiana	3%
4.	Montana	8%
5.	New Mexico	5%
6.	Wyoming	10%

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

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

	STATE	PROHIBITION
1.	New Jersey	For supply procurements or construction projects restricted to Department of General Services Certified Small Businesses, New Jersey bidders shall be excluded from award even if they themselves are Department of General Services Certified Small Businesses.

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

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

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

II. CALCULATION OF PREFERENCE

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

THIS FORM MUST BE COMPLETED AND RETURNED WITH THE BID

III. STATE OF MANUFACTURE

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

ITEM NUMBER (Product Families)	NAME OF MANUFACTURER	STATE (OR FOREIGN COUNTRY) OF MANUFACTURE
FortiGuard Subscription Services Indicator of Compromise Services FortiCloud FortiCASB FortiMail Cloud FortiWeb Cloud FortiPresence FortiWLM All virtual machines (VM) software	Fortinet	Canada
FortiGate	Fortinet	Germany
FortiAP FortiCam FortiDDos FortiExtender FortiGate FortiMail FortiRecorder FortiSandbox FortiSwitch FortiToken FortiVoice FortiWAN FortiWeb FortiWiFi Meru	Fortinet	Peoples Republic of China
FortiADC FortiAnalyzer FortiAP FortiCam FortiExtender FortiGate FortiManager FortiRecorder FortiSandbox FortiSwitch FortiTester FortiVoice Enterprise FortiWAN FortiWeb FortiWiFi FortiWLC FortiWLM Meru	Fortinet	Republic of China (Taiwan)
FortiADC	Fortinet	California, USA

FortiAnalyzer FortiAP FortiAuthenticator FortiCache FortiCarrier FortiClient FortiExtender FortiGate FortiMail FortiManager FortiProxy FortiRecorder FortiSandbox FortiSIEM FortiSwitch FortiVoice Enterprise FortiWAN FortiWeb FortiWiFi FortiWLC FortiWLM		
Riverbed Products	Riverbed	California
Riverbed Products	Riverbed	Canada
Riverbed Products	Riverbed	Germany
Riverbed Products	Riverbed	Great Brittan
Riverbed Products	Riverbed	Israel
Riverbed Products	Riverbed	Japan
Riverbed Products	Riverbed	Mexico
Riverbed Products	Riverbed	Malaysia
Riverbed Products	Riverbed	Philippines
Riverbed Products	Riverbed	Singapore
Riverbed Products	Riverbed	Thailand
Riverbed Products	Riverbed	Taiwan
Riverbed Products	Riverbed	United Kingdom
Juniper Products	Juniper	Austria
Juniper Products	Juniper	Australia
Juniper Products	Juniper	Canada
Juniper Products	Juniper	Germany
Juniper Products	Juniper	Great Britain
Juniper Products	Juniper	Hong Kong
Juniper Products	Juniper	Hungary
Juniper Products	Juniper	India
Juniper Products	Juniper	Japan
Juniper Products	Juniper	Korea, Republic Of
Juniper Products	Juniper	Malaysia
Juniper Products	Juniper	Mexico
Juniper Products	Juniper	People's Republic of China
Juniper Products	Juniper	Philippines, Republic of the
Juniper Products	Juniper	Singapore
Juniper Products	Juniper	Slovenia
Juniper Products	Juniper	Thailand
Juniper Products	Juniper	Taiwan
Juniper Products	Juniper	United Kingdom
Juniper Products	Juniper	Viet Nam
Juniper Products	Juniper	California

Arista Switches	Arista	California
Arista Optics	Arista	China
Arista Optics	Arista	Germany
Arista Optics	Arista	Japan
Arista Optics	Arista	Malaysia
Arista Optics	Arista	Mexico
Arista Optics	Arista	Mexico
Arista Optics	Arista	Philippines
Arista Optics	Arista	Taiwan
Arista Optics	Arista	Thailand
Arista Cables	Arista	United Kingdom
Extreme Products	Extreme	California
Extreme Products	Extreme	Canada
Extreme Products	Extreme	Austria
Extreme Products	Extreme	Cameroon
Extreme Products	Extreme	China
Extreme Products	Extreme	Czech Republic
Extreme Products	Extreme	European Union
Extreme Products	Extreme	Germany
Extreme Products	Extreme	Hong Kong
Extreme Products	Extreme	Ireland
Extreme Products	Extreme	Israel
Extreme Products	Extreme	Korea
Extreme Products	Extreme	Malaysia
Extreme Products	Extreme	Mexico
Extreme Products	Extreme	Philippines
Extreme Products	Extreme	Romania
Extreme Products	Extreme	Singapore
Extreme Products	Extreme	Taiwan
Extreme Products	Extreme	Thailand

IV. BIDDER'S RESIDENCY

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

Correct Address: 12 Hartwell Avenue

Lexington, MA 02421

- B.** In order to claim the preference provided under Section I.B., Pennsylvania resident bidders must complete the following or have such information on file with the Issuing Office:
- 1.** Address of bidder's bona fide establishment in Pennsylvania at which it was transacting business on the date when bids for this contract/requisition were first solicited: _____
 - 2. a.** If the bidder is a corporation:
 - (1)** The corporation is or is not incorporated under the laws of the Commonwealth of Pennsylvania.
 - (a)** If the bidder is incorporated under the laws of the Commonwealth of Pennsylvania, provide date of incorporation: _____
 - (b)** If the bidder is not incorporated under the laws of the Commonwealth of Pennsylvania, it must have a certificate of authority to do business in the Commonwealth of Pennsylvania from the Pennsylvania Department of State as required by the Pennsylvania Business Corporation Law (15 P.S. §2001). Provide date of issuance of certificate of authority: 7/21/2014
 - (2)** The corporation is or is not conducting business in Pennsylvania under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, it must register the fictitious name with the Secretary of the Commonwealth and the office of the prothonotary of the county wherein the registered office of such corporation is located as required by the Fictitious Corporate Name Act, as amended 15 P.S. §51 et seq. Corporate bidders conducting business under an assumed or fictitious name must provide date of registry of the assumed or fictitious name: _____
 - b.** If the bidder is a partnership:
 - (1)** The partnership is or is not conducting business in Pennsylvania under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, it must file with the Secretary of the Commonwealth and the office of the prothonotary the county wherein the principal place of business is located as required by the Fictitious Name Act of May 24, 1945, P.L. 967, as amended 54 P.S. §28.1. Partnerships conducting business under an assumed or fictitious name must provide the date of filing of the assumed or fictitious name with the Secretary of the Commonwealth: _____
 - (2)** The partnership is or is not a limited partnership formed under the laws of any jurisdiction other than the Commonwealth of Pennsylvania. If the bidder is an Out-of-state limited partnership, it must register with the Pennsylvania Department of State as required by the Act of July 10, 1981, P.L. 237, as amended, 59 Pa. C.S.A. §503. Out-of-state limited partnerships must provide the date of registry with the Pennsylvania Department of State: _____
 - c.** If the bidder is an individual:

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

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:

Integration Partners

Contact information for submitting party:

Chris Kolb
Senior Account Executive
71 West 23rd St, Suite 614, New York, NY 10010 (23rd & 6th)
O: 646.432.5403 C: 973.879.6558
ckolb@integrationpartners.com

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

Network Equipment, Maintenance and Professional Services.

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

Response to 6100045034, Networking Equipment & Related Services RFP

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>
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Acknowledgment

The undersigned party hereby agrees that it has read and completed this form, and has marked the material being submitted in accordance with the instructions above. The undersigned party acknowledges that the Commonwealth is not liable for the use or disclosure of trade secret, confidential or proprietary information, or information that if disclosed would be reasonably likely to jeopardize the safety or security of an individual, infrastructure or information technology system, where that data or information has not been clearly marked as such, and which was not accompanied by a specific explanation included with this form.

The undersigned agrees to defend any action seeking release of the materials it believes to be trade secret, confidential or proprietary, or would be reasonably likely to result in a safety or security risk if disclosed. The undersigned also agrees to indemnify and hold harmless the Commonwealth, its agents and employees, from any judgments awarded against the Commonwealth in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives so long as the Commonwealth has possession of the submitted material, and will apply to all costs unless and until the undersigned provides a written statement or similar notice to the Commonwealth stating that it no longer wishes to exempt the submitted material from public disclosure.

The undersigned acknowledges that the Commonwealth is required to keep all records for at least as long as specified in its published records retention schedule.

The undersigned acknowledges that the Commonwealth reserves the right to reject the undersigned's claim that the information is trade secret, confidential, proprietary or is reasonably likely to result in a safety or security risk if disclosed, if the Commonwealth determines that the undersigned has not met the burden of establishing that the information constitutes a trade secret, confidential, or is otherwise exempt. The undersigned also acknowledges that if only a certain part of the submitted material is found to constitute a trade secret, is confidential or proprietary, or is otherwise exempt, the remainder of the submitted material will become public; only the protected information will be removed and remain nonpublic.

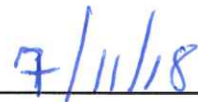
If being submitted electronically, the undersigned agrees that the mark below is a valid electronic signature.



Signature



Title



Date

Appendix C - Cost Matrix
RFP #6100045034 - Networking Equipment & Related Services

OFFEROR NAME	CONTACT PERSON
Integration Partners	Chris Kolb
OFFEROR ADDRESS	EMAIL ADDRESS
12 Hartwell Avenue	ckolb@integrationpartners.com
Lexington, MA 02421	PHONE NUMBER
	O 646.432.5403 C 973.879.6558
PLEASE SEE TAB WITH IMPROVED JUNIPER HARDWARE PRICING	SAP VENDOR NUMBER (IF AVAILABLE)

Instructions: Offeror must complete all yellow cells and provide a minimum discount % off the OEM's current retail price list for Equipment. Offeror may submit a proposal that

Original Equipment Manufacturer	Discount Percentage Off List			Total for Evaluation Purposes
	Equipment	Maintenance/Extended Warranty Services	Services	
Aerohive				
ALE				
Allied Telesis				
Arista Networks	44.50%	10.00%	1.00%	\$ 34,635,000.56
Big Switch Networks				
Brocade				
Cisco				
Cumulus Networks				
Dell EMC				
D-Link				
Extreme Networks	45.50%	10.00%	5.00%	\$ 34,105,000.61
Fortinet				
HPE				
Huawei				
Juniper Networks	50.00%	20.00%	1.00%	\$ 31,640,000.71
Lenovo				
Mist Systems				
Mojo Networks				
NEC				
New H3C Group				
Riverbend	50.00%	20.00%	1.00%	\$ 31,640,000.71
VMware				

Estimated List Price: For evaluation purpose, the total below is estimated at 60% Equipment & 30% Maintenance & 10% Services

Rate Card

Instructions: An Offeror must provide an hourly cost to perform the related services listed below.

Related Services	Hourly Cost
Training	\$ 200.00
Relocation of Equipment (Within the same building)	\$ 200.00
Installation	\$ 200.00

**SMALL DIVERSE BUSINESS (SDB) AND SMALL BUSINESS (SB)
PARTICIPATION SUBMITTAL**

Project Description: *Networking Equipment & Related Services*

RFP #: *6100045034*

Proposal Due Date: *7/13/2018*

Commonwealth Agency Name: *Department of General Services*

OFFEROR (Prime Contractor) INFORMATION

Offeror Company's Name: *Integration Partners*

Offeror Contact Name: *Chris Kolb* **Email:** *ckolb@integrationpartners.com*

Title: *Senior Account Executive* **Phone:** *6464325403*

Is your firm a DGS-Verified Small Diverse Business? **NO** **Verif Exp:**

Is your firm a DGS-Self-Certified Small Business? **NO** **Cert Exp:**

To confirm your company's SDB/SB status and expiration, please click or use the following link:

<http://www.dgs.pa.gov/Businesses/Small Diverse Business Program/Small-Diverse-Business-Verification/Pages/Finding-Small-Diverse-Businesses.aspx#.WVPvzp3D->

SUBCONTRACTING INFORMATION

Percentage Commitment for SDB and SB Subcontracting Participation

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

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

Small Diverse Business Subcontracting percentage commitment:

10.000%

Small Business Subcontracting percentage commitment:

0.000%

**SMALL DIVERSE BUSINESS (SDB) AND SMALL BUSINESS (SB)
PARTICIPATION SUBMITTAL**

Listing SDB and SB Subcontractors

The Offeror must list in the chart below the SDBs and SBs that will be used to meet the percentage commitments provided above, along with the requested information about each SDB and SB Subcontractor. Include as many pages as necessary. Offerors must also include a Letter of Intent (LOI) for each SDB/SB listed. **To receive points for SDB or SB participation commitments, the SDB or SB must be listed in the Department's directory of self-certified SBs and DGS/BDISBO-verified SDBs as of the proposal due date.** The directory of self-certified SBs and DGS/BDISBO-verified SDBs can be accessed at the following link:

[http://www.dgs.pa.gov/Businesses/Small Diverse Business Program/Small-Diverse-Business-Verification/Pages/Finding-Small-Diverse-Businesses.aspx#.WVPvzp3D-](http://www.dgs.pa.gov/Businesses/Small%20Diverse%20Business%20Program/Small-Diverse-Business-Verification/Pages/Finding-Small-Diverse-Businesses.aspx#.WVPvzp3D-)

SDB/SB name, percent commitment to SDB/SB, and estimated \$ value of commitment will automatically populate in the LOI tabs.

Offeror Company's Name: Integration Partners

SDB/SB Subcontractor Name	SDB or SB	Primary Contact Name	Description of Services or Supplies to be Provided	% of Total Contract Cost Committed	Estimated \$ Value of Commitment for Initial Contract Term	Will SDB/SB be used for Options/ Renewals? (YES/NO)
DynaVet Solutions, LLC	SDB €	David Grinberg	Primary supplier of technical services including network engineering, network	10.000%	\$1,000,000.00	YES €
	€					€
	€					€
	€					€
	€					€
	€					€
	€					€
	€					€

Total SDB % Commitment:	10.000%
Total SB % Commitment:	0.000%

7/11/2018

David Grinberg
President
DynaVet Solutions, LLC
3519A North Front Street
Harrisburg, PA 17110
dave@imprado.com
443-844-1824

Offeror: Integration Partners
RFP: 6100045034

Dear: David Grinberg

This letter serves as confirmation of the intent of this offeror to utilize **DynaVet Solutions, LLC**
on the above-referenced RFP issued by **Department of General Services**

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

DynaVet will be a supplier throughout the lifetime of the contract including option years.

Identify the specific work, goods or services the SDB/SB will perform below:

Primary supplier of technical services, to include but not limited to network engineers, network technicians, and project management. DynaVet will also serve as hardware vendor.

These services represent **10.000%** of the total cost in the Offeror's cost submittal for the initial term of the contract. Dependent on final negotiated contract pricing and actual contract usage or volume, it is expected that above-referenced SDB/SB will receive an estimated **\$1,000,000** during the initial contract term.

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

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

Sincerely,

X Chris Kolb

Chris Kolb
Senior Account Executive
Integration Partners

Acknowledged,

X David Grinberg

David Grinberg
President
DynaVet Solutions, LLC