



FULLY EXECUTED - CHANGE 1
Contract Number: 4400027252
Original Contract Effective Date: 12/19/2022
Contract Change Date: 05/08/2024
Valid From: 01/01/2023 To: 12/31/2025

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

Your SAP Vendor Number with us: 539211

Purchasing Agent

Name: Danner Shawn
Phone: 717-787-8085
Fax:

Supplier Name/Address:
INDUSTRIAL BATTERY AND SERVICES INC
535 ANDREWS RD STE 200
TREVOSE PA 19053-3400 US

Please Deliver To:

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

Supplier Phone Number: 215-942-8797

Supplier Fax Number: 215-942-8799

Contract Name:
Two-Way Radio Equip/Serv - Industrial Ba

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
2	Two-Way Radio Equipment	0.000		0.00	1	0.00
3	Two-Way Radio Services	0.000		0.00	1	0.00
4	Two-Way Radio Maintenance/Support	0.000		0.00	1	0.00

General Requirements for all Items:

Header Text

This is a solicitation for the purchase of Two-Way Radio Equipment & Services in accordance with the exact specifications as described in Invitation for Bid #6100055625.

12.5.23 - Contract Manager updated to Jessica Wisniewski. jw

No further information for this Contract

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____



FULLY EXECUTED - CHANGE 1
Contract Number: 4400027252
Original Contract Effective Date: 12/19/2022
Contract Change Date: 12/05/2023
Valid From: 01/01/2023 To: 12/31/2025

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

Your SAP Vendor Number with us: 539211

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

Supplier Name/Address:
INDUSTRIAL BATTERY AND SERVICES INC
535 ANDREWS RD STE 200
TREVOSE PA 19053-3400 US

Please Deliver To:

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

Supplier Phone Number: 215-942-8797
Supplier Fax Number: 215-942-8799

Contract Name:
Two-Way Radio Equip/Serv - Industrial Ba

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
2	Two-Way Radio Equipment	0.000		0.00	1	0.00
3	Two-Way Radio Services	0.000		0.00	1	0.00
4	Two-Way Radio Maintenance/Support	0.000		0.00	1	0.00

General Requirements for all Items:

Header Text

This is a solicitation for the purchase of Two-Way Radio Equipment & Services in accordance with the exact specifications as described in Invitation for Bid #6100055625.

12.5.23 - Contract Manager updated to Jessica Wisniewski. jw
No further information for this Contract

Information:

Supplier's Signature _____
Printed Name _____

Title _____
Date _____



FULLY EXECUTED

Contract Number: 4400027252

Original Contract Effective Date: 12/19/2022

Valid From: 01/01/2023 To: 12/31/2025

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: 539211

Supplier Name/Address:

INDUSTRIAL BATTERY AND SERVICES INC
535 ANDREWS RD STE 200
TREVOSE PA 19053-3400 US

Please Deliver To:

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

Supplier Phone Number: 215-942-8797

Supplier Fax Number: 215-942-8799

Contract Name:

Two-Way Radio Equip/Serv - Industrial Ba

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
2	Two-Way Radio Equipment	0.000		0.00	1	0.00
3	Two-Way Radio Services	0.000		0.00	1	0.00
4	Two-Way Radio Maintenance/Support	0.000		0.00	1	0.00

General Requirements for all Items:

Header Text

This is a solicitation for the purchase of Two-Way Radio Equipment & Services in accordance with the exact specifications as described in Invitation for Bid #6100055625.

No further information for this Contract

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____



ORIGINAL
BID - Invitation For Bid
P00764498 03/22/2022 09:51

BID Effective Date:

06/20/2022

Bid Invitation Number:

6100055625

Issuing Office:

Raeden Hosler
 Commonwealth of Pennsylvania
 US

Supplier Name/Address:

Your SAP Vendor Number with us: _____

Please Return Quotation to:

Commonwealth of Pennsylvania
 US

Type of Security furnished if required:

- Certified bank cashier's check
- Irrevocable letter of credit
- Certificate of deposit
- Other as specified by bid
- Bond - If annual bond:

What is the name of the principal on the bond? _____

Return Bid by:

Bid Ending Date:
 07/19/2022

Bid Ending Time:
 13:00:00

Expiration Date of Contract (if applicable)

Delivery Date:
 See Items

Please Deliver To:

Procurement Contact:

Buyer: Raeden Hosler
 Phone:
 Fax:

This Invitation For Bids is comprised of: Part I, General Information; Part II, Bid Requirements; Part III, Criteria For Selection; Part IV, IFB Specifications; Part V, Contract Clauses; any documents attached to this Invitation For Bids or incorporated by reference; and any addenda issued by the Issuing Office prior to Bid Opening.

Supplier's Signature _____ Title _____

Printed Name _____ Date _____

The Bidder has completed and submitted this Bid in accordance with the instructions and requirements and terms and conditions of the Invitation For Bid. The Bidder has attached documents that are required to be submitted with this Bid and those attachments are incorporated by reference and made a part of this Bid. The Bidder, intending to be legally bound hereby, offers and agrees, if this Bid is accepted, to provide the awarded items at the price(s) set forth in this Bid at the time(s) and place(s) specified.

Item	Material/Service Desc	Qty	UOM	Unit Price	Total Line Item Price
1	Two-way Radio Equipment	1.000	Each	\$ _____	\$ _____

General Requirements for all Items:

Header Text

This is a solicitation for the purchase of Two-Way Radio Equipment & Services in accordance with the exact specifications as described in Invitation for Bid #600055625. Reference Item Tendering Text for full line item specifications. Should you have any questions on this solicitation please contact Raeden Hosler at: RA-GSITPROCUREMENT@pa.gov SUBJECT: RFX 600055625. Please read and reference "1. Specifications".

ALL PRICES ARE F.O.B. DESTINATIONS

List of Items Continued on Following Page



ORIGINAL
BID - Invitation For Bid
P00764498 03/22/2022 09:51
Original Approval Date: 06/07/2022

Page 3 of 3

Supplier Name: _____

***** Attributes Page *****

*** No further information for this bid ***

Mandatory QUESTION #02 - Is the offer in accordance with the "Representations and Authorizations" listed in section "Submission – 001.1" of the attached solicitation document?

Response:

Mandatory QUESTION #01 - Has the submitter read, and does the submitter understand, the "Representations and Authorizations" listed in section "Submission – 001.1" of the attached solicitation document?

Response:

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PART I - GENERAL INFORMATION

PART I - GENERAL INFORMATION

I.1 IFB-001.1 Purpose (Oct 2006)

The Commonwealth of Pennsylvania (Commonwealth) is issuing this Invitation for Bids (IFB) to meet the needs of VARIOUS PER PURCHASE ORDER to satisfy a need for Two-Way Radio Equipment & Related Services.

I.2 IFB-005.1 Type of Contract (Oct. 2006)

If the Issuing Office enters into a contract as a result of this IFB, it will be a contract containing the Contract Terms and Conditions as shown in Part V of this IFB.

I.3 IFB-008.1C No Pre-bid Conference (Oct. 2006)

There will be no pre-bid conference for this IFB. If there are any questions, please forward them to the Issuing Office prior to the bid opening date and time.

I.4 IFB-009.1 Questions (February 2012)

All questions regarding the IFB must be submitted in writing to the email address of the Issuing Officer provided in the solicitation. While there is no set timeline for the submittal of questions, questions received within 48 hours prior to the bid due date and time will be answered at the discretion of the Commonwealth. All questions received will be answered, in writing, and such responses shall be posted to eMarketplace as an addendum to the IFB. The Issuing Officer shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the IFB or formally issued as an addendum by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or of the solicitation.

I.5 IFB-010.1 Addenda to the IFB (Oct. 2006)

If the Issuing Office deems it necessary to revise any part of this IFB before the bid response date, the Issuing Office will post an addendum to its website at <HTTPS://WWW.DGS.PA.GOV/PAGES/DEFAULT.ASPX> it is the Bidder's responsibility to periodically check the website for any new information or addenda to the IFB.

I.6 IFB-011.1B Submission of Bids – Electronic Submittal (May 2011)

- a. Bids are requested for the item(s) described in the Invitation For Bids and all the documents referenced in the form (collectively called the IFB). Bidders must submit their bids through the Commonwealth's electronic system (SRM).
- b. It is the responsibility of each bidder to ensure that its Bid is received through the electronic system prior to the date and time set for the opening of bids ("Bid Opening Time"). No Bid shall be considered if it arrives after the Bid Opening Time, regardless of reason for the late arrival.

Bids that are timely received prior to the Bid Opening Time shall be opened publicly in the presence of one or more witnesses at the time and place designated in this IFB for the Bid opening.

- c. Bids must be firm. If a Bid is submitted with conditions or exceptions or not in conformance with the terms

and conditions referenced in the IFB Form, it shall be rejected. The Bid shall also be rejected if the items offered by the Bidder are not in conformance with the specifications as determined by the Commonwealth.

d. The Bidder, intending to be legally bound hereby, offers and agrees, if this Bid is accepted, to provide the awarded items at the price(s) set forth in this Bid at the time(s) and place(s) specified.

I.7 IFB-024.1 Bid Protest Procedure (April 2016)

The Bid Protest Procedure is on the DGS website at

<http://www.dgs.pa.gov/Documents/Procurement%20Forms/Handbook/Pt1/Pt%20I%20Ch%2058%20Bid%20Protests.pdf>

I.8 IFB-025.1 Electronic Version of this IFB (Oct 2006)

This IFB is being made available by electronic means. If a Bidder electronically accepts the IFB, the Bidder acknowledges and accepts full responsibility to insure that no changes are made to the IFB. In the event of a conflict between a version of the IFB in the Bidder's possession and the Issuing Office's version of the IFB, the Issuing Office's version shall govern.

I.9 IFB-027.1 COSTARS Program (January 2017)

COSTARS Purchasers. Section 1902 of the Commonwealth Procurement Code, 62 Pa.C.S. § 1902 (“Section 1902”), authorizes local public procurement units and state-affiliated entities (together, “COSTARS Members”) to participate in Commonwealth procurement contracts that the Department of General Services (“DGS”) may choose to make available to COSTARS Members. DGS has identified this Contract as one which will be made available for COSTARS Members’ participation.

A. Only those entities registered with DGS are authorized to participate as COSTARS Members in this Contract. A COSTARS Member may be either a local public procurement unit or a state-affiliated entity.

1. A “local public procurement unit” is:

- Any political subdivision (local government unit), such as a municipality, school district, or commission;
- Any public authority (including authorities formed under the Municipality Authorities Act of 1955 or other authorizing legislation, such as the Public Transportation Law or the Aviation Code);
- Any tax-exempt, nonprofit educational institution or organization;
- Any tax-exempt, nonprofit public health institution or organization;
- Any nonprofit fire, rescue, or ambulance company; and
- Any other entity that spends public funds for the procurement of supplies, services, and construction (such as a council of governments, an area government, or an organization that receives public grant funds).

The Department reserves the right to review and determine eligible applicants as Local Public Procurement Units on a case-by-case basis.

2. A state-affiliated entity is a Commonwealth authority or other Commonwealth entity that is not a Commonwealth agency. The term includes:

- The Pennsylvania Turnpike Commission;
- The Pennsylvania Housing Finance Agency;
- The Pennsylvania Municipal Retirement System;
- The Pennsylvania Infrastructure Investment Authority;
- The State Public School Building Authority;

- The Pennsylvania Higher Education Facilities Authority, and
- The State System of Higher Education.

The COSTARS Program is not available for use by Executive Agencies and Independent Agencies as defined by the Commonwealth Procurement Code, or any agency or entity using funds appropriated to the Department of General Services through Capital Budget Project Itemization legislation for the procurement of furniture, fixtures, and equipment.

3. A complete list of local public procurement units and state-affiliated entities that have registered with DGS and that are authorized to procure items from the Contract can be found at <http://www.costars.state.pa.us/SearchCOMember.aspx>

B. COSTARS Members have the option to purchase from this Contract, from any DGS contract established exclusively for COSTARS Members in accordance with the requirements of Section 1902 , from any other cooperative procurement contracts, or from their own procurement contracts established in accordance with the applicable laws governing such procurements. The Contractor understands and acknowledges that there is no guarantee that a COSTARS Member will place an order under this Contract, and that the decision to procure from this Contract is within the sole discretion of each COSTARS Member.

C. DGS is acting as a facilitator for COSTARS Members who may wish to purchase under this Contract. COSTARS Members that participate in this Contract and issue purchase orders (“POs”) to Contractors are third party beneficiaries who have the right to sue and be sued for breach of this Contract without joining the Commonwealth or DGS as a party. The Commonwealth will not intervene in any action between a Contractor and a COSTARS Member unless substantial interests of the Commonwealth are involved.

D. COSTARS Members electing to participate in this Contract will order items directly from the Contractor and be responsible for payment directly to the Contractor.

E. Those Contractors electing to permit COSTARS Members to procure from this Contract shall pay the Required Administrative Fee applicable to the Contractor’s classification:

Contractor Classification	Required Administrative Fee
DGS-verified Small Diverse Business Bidder	\$166
DGS Self-Certified Small Business Bidder	\$500
All Other Bidders	\$1,500

1. Each bidder electing to permit COSTARS Members to participate in the Contract must submit the COSTARS Program Election to Participate form with its bid submittal and pay the applicable Administrative Fee upon Contract award in order to sell the awarded items/services to COSTARS Members. If the bidder is a Department of General Services Self-Certified Small Business or Department of General Services-verified Small Diverse Business, a copy of its active Small Business Contracting Program certificate must be included with the bid submittal.

2. At the beginning of each Contract year and upon any Contract renewal, the Contractor shall submit a check for the required amount, payable to “Commonwealth of PA”. The Contractor must pay the Administrative Fee at each contract renewal date to continue to sell the awarded items/services to COSTARS Members.

F. DGS has registered the COSTARS name and logo (together, the “COSTARS Brand”) as a trademark with the Pennsylvania Department of State. Therefore, the Contractor may use the COSTARS Brand only as permitted under in this Subsection.

1. The Contractor shall pay the Administrative Fee covering its participation in the program, including without limitation any use of the COSTARS Brand, for each year of the Contract period. The fee is payable upon Contract

award and prior to the renewal date for each succeeding Contract period.

2. DGS grants the Contractor a nonexclusive license to use the COSTARS Brand, subject to the following conditions:

a. The Contractor agrees not to transfer to any third party, including without limitation any of its subcontractors or suppliers, any privileges it may have to use the COSTARS Brand under this Contract.

b. The Contractor agrees not to use the COSTARS Brand to represent or imply any Commonwealth endorsement or approval of its products or services.

c. The Contractor is permitted to use the COSTARS Brand in broadcast, or Internet media solely in connection with this Contract and any other Contract with the Commonwealth under which it has agreed to make sales to COSTARS Purchasers. The Contractor may use the COSTARS Brand on business cards, brochures, and other print publications so long as the purpose is to identify the Contractor as a COSTARS vendor, and only so long as the required Contract fee is kept current.

d. Should this Contract terminate for any reason, the Contractor agrees promptly to remove the COSTARS Brand from any and all print and electronic media and to refrain from using the COSTARS Brand for any purpose whatsoever from the date of Contract termination forward.

e. The Contractor agrees to defend, indemnify, and hold harmless the Commonwealth of Pennsylvania and DGS from and against all claims, demands, liabilities, obligations, costs, and expenses of any nature whatsoever arising out of or based upon the Contractor's use of the COSTARS Brand.

f. The Contractor agrees it has no property rights in the use of the COSTARS Brand by virtue of this nonexclusive license. The Contractor expressly waives any claims, including without limitation due process claims that may otherwise be available under the law in the event of any dispute involving these terms of use.

G. The Contractor shall furnish to the DGS COSTARS Program Office a quarterly electronic Contract sales report detailing the previous quarter's Contract purchasing activity, using the form and in the format prescribed by DGS. The Contractor shall submit its completed quarterly report no later than the fifteenth calendar day of the succeeding Contract quarter.

1. The Contractor shall submit the reports through the web-based COSTARS Suppliers' Gateway of the PA Supplier Portal at <https://pasupplierportal.state.pa.us/irj/portal/anonymous>, Enterprise Applications. If a Contractor does not have access to the Internet, the Contractor shall send the reports, using the form and in the format prescribed by DGS, on compact disc via US Postal Service to the DGS COSTARS Program Office, Bureau of Procurement, 6th Floor Forum Place, 555 Walnut Street, Harrisburg, PA 17101-1914.

2. For each PO received, the Contractor shall include on the report the name and address of each COSTARS-Registered Purchaser that has used the Contract along with the sales date, and dollar volume of sales to the specific Purchaser for the reporting period.

3. DGS may suspend the Contractor's participation in the COSTARS Program for failure to provide the Quarterly Sales Report within the specified time.

H. Additional information regarding the COSTARS Program is available on the DGS COSTARS Website at www.costars.state.pa.us.

1. If the Contractor is aware of any qualified entity not currently registered and wishing to participate in the COSTARS Program, please refer the potential purchaser to the DGS COSTARS Website at www.costars.state.pa.us, where it may register by completing the online

registration form and receiving DGS confirmation of its registration. To view a list of currently-registered COSTARS member entities, please visit the COSTARS website.

2. Direct all questions concerning the COSTARS Program to:

Department of General Services
COSTARS Program
555 Walnut Street, 6th Floor
Harrisburg, PA 17101
Telephone: 1-866-768-7827
E-mail GS-PACostars@pa.gov

I.10 IFB-029.1 Prices (Dec 6 2006)

The bid submitted by the successful Bidder will be incorporated into any resulting Contract and the Bidder will be required to provide the awarded item(s) at the prices quoted in its Bid.

I.11 IFB-030.1 Approved Equal (Nov 2006)

Whenever an item is defined in this IFB by trade name and catalogue number of a manufacturer or vendor, the term 'or approved equal,' if not inserted therewith shall be implied. Any reference to a particular manufacturer's product either by trade name or by limited description is solely for the purpose of more clearly indicating the minimum standard of quality desired, except where a 'no substitute' is requested. When a 'no substitute' is requested, the Issuing Office will consider Bids for the referenced product only. The term 'or approved equal' is defined as meaning any other make which, in the sole opinion of the Issuing Office, is of such character, quality, and performance equivalence as to meet the standard of quality of products specified for which it is to be used equally as well as that specified. A Bidder quoting on a product other than the referenced product shall: a) furnish complete identification in its Bid of the product it is offering by trade name, brand and/or model number; b) furnish descriptive literature and data with respect to the substitute product it proposes to furnish; and c) indicate any known specification deviations from the referenced product.

I.12 IFB-031.1 Alternates (Oct 2013)

A Bidder who wants to offer an alternate must notify the Issuing Office in writing, at least five (5) days prior to the scheduled Bid opening, that the Bidder intends to offer an alternate in its Bid. An "alternate" is a product that deviates from the requirements of the specifications in its composition, qualities, performance, size dimension, etc. The written notification from the Bidder must include a complete description of the alternate and must identify the product's deviations from the specifications. Upon receipt of the notification, the Issuing Office will determine whether the alternate is acceptable. If the Issuing Office, in its discretion, determines that the alternate is acceptable, the Issuing Office will issue a change notice to the invitation for bids that revises the specifications. If no change notice is issued revising the specification, a Bid offering the alternate will not be considered for award. If an item or items in the IFB are designated "no substitute," this provision does not apply and no alternate may be proposed by a bidder nor will any alternate be considered by the Issuing Office.

I.13 IFB-032.1 New Equipment (Nov 2006)

Unless otherwise specified in this invitation for bids, all products offered by Bidders must be new or remanufactured. A 'new' product is one that will be used first by the Commonwealth after it is manufactured or produced. A 'remanufactured' product is one which: 1) has been rebuilt, using new or used parts, to a condition which meets the original manufacturer's most recent specifications for the item; 2) does not, in the opinion of the Issuing Office, differ in appearance from a new item; and 3) has the same warranty as a new item. Unless otherwise specified in this invitation for bids, used or reconditioned products are not acceptable. This clause shall not be construed to prohibit Bidders from offering products with recycled content, provided the product is new or remanufactured.

I.14 I-IFB-033.1 Modification or Withdrawal of Bid (Nov 2006)

- a. Bid Modification Prior to Bid Opening. Bids may be modified only by written notice or in person prior to the exact hour and date specified for Bid opening.
- 1) If a Bidder intends to modify its Bid by written notice, the notice must specifically identify the Bid to be modified and must be signed by the Bidder. The Bidder must include evidence of authorization for the individual who signed the modification to modify the Bid on behalf of the Bidder. The Bid modification must be received in a sealed envelope. The sealed envelope must identify the assigned Collective Number and the Bid Opening Time, and should state that enclosed in the envelope is a Bid modification
 - 2) If a Bidder intends to modify its Bid in person, the individual who will modify the Bid must arrive in the Bid Opening Room prior to the Bid Opening Time, show a picture identification and provide evidence of his/her authorization to modify the Bid on behalf of the Bidder. If a Bidder intends to modify its Bid in person, the Bidder may do so only in the presence of an agency employee. (The agency employee will observe the actions taken by the individual to modify the Bid, but will not read the Bid or the modification).
- b. Bid Withdrawal Prior to Bid Opening. Bids may be withdrawn only by written notice or in person prior to the exact hour and date specified for Bid opening.
- 1) If a Bidder intends to withdraw its Bid by written notice, the notice shall specifically identify the Bid to be withdrawn and shall be signed by the Bidder. The Bidder must include evidence of authorization for the individual who signed the bid withdrawal to withdraw the bid on behalf of the Bidder. Except as provided in Subparagraph c, below, bid withdrawals received after the exact hour and date specified for the receipt of Bids shall not be accepted.
 - 2) If a Bidder intends to withdraw its Bid in person, the individual who will withdraw the Bid must arrive in the Bid Opening Room prior to the Bid Opening Time, show a picture identification and provide evidence of his/her authorization to withdraw the Bid on behalf of the Bidder.
- c. Bid Withdrawal After Bid Opening. Bidders are permitted to withdraw erroneous Bids after Bid opening only if the following conditions are met:
- 1) The Bidder submits a written request for withdrawal.
 - 2) The Bidder presents credible evidence with the request that the reason for the lower Bid price was a clerical mistake as opposed to a judgment mistake and was actually due to an unintentional arithmetical error or an unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the Bid.
 - 3) The request for relief and supporting evidence must be received by the Issuing Office within three (3) business days after Bid opening, but before award of the contract.
 - 4) The Issuing Office shall not permit a Bid withdrawal if the Bid withdrawal would result in the award of the contract on another Bid of the same Bidder, its partner, or a corporation or business venture owned by or in which the bidder has a substantial interest.
 - 5) If a Bidder is permitted to withdraw its Bid, the Bidder cannot supply any material or labor or perform any subcontract or other work agreement for the awarded contractor, without the written approval of the Issuing Office.
- d. Firm Bid. Except as provided above, a Bid may not be modified, withdrawn, or cancelled by any Bidder for a period of sixty (60) days following the time and date designated for Bid opening, unless otherwise specified by the Bidder in its Bid. If the lowest responsible Bidder, as determined by the Issuing Office, withdraws its Bid prior to the expiration of the award period or fails to comply with the requirements set forth in the IFB including but not limited to any requirement to submit performance or payment bonds or insurance certificates within the

required time period, the Bidder shall be liable to the Commonwealth for all costs and damages associated with the re-award or re-bid including the difference between the Bidder's price and the actual cost that the Commonwealth pays for the awarded items.

- e. Clarification and Additional Information. After the receipt of Bids, the Issuing Office shall have the right to contact Bidders for the purpose of seeking:
- 1) Clarification of the Bid which confirms the Issuing Office's understanding of statements or information in the Bid or;
 - 2) Additional information on the items offered; provided the IFB does not require the rejection of the Bid for failure to include such information.

I.15 I-IFB-034.1 Rejection of Bids (Nov 2006)

The Issuing Office reserves the right to reject any and all Bids, to waive technical defects or any informality in Bids, and to accept or reject any part of any Bid if the best interests of the Commonwealth are thereby served.

I.16 Submission-001.1 Representations and Authorizations (February 2017)

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

A. All of the Offeror's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.

B. The Offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Offeror or potential offeror.

C. The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential offeror for this RFP, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.

D. The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.

E. The Offeror makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

F. To the best knowledge of the person signing the proposal for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Offeror has disclosed in its proposal.

G. To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth.

H. The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.

I. The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal.

J. Each Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.

K. Until the selected Offeror receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity, and the Offeror shall not begin to perform.

L. The Offeror is not currently engaged, and will not during the duration of the contract engage, in a boycott of a person or an entity based in or doing business with a jurisdiction which the Commonwealth is not prohibited by Congressional statute from engaging in trade or commerce.

PART II - REQUIREMENTS

PART II - REQUIREMENTS

II.1 IFB-006.1b COSTARS Program Election to Participate (July 2012)

If the bidder is willing to sell the awarded items/services at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to COSTARS members, the bidder should complete and return the COSTARS Program Election to Participate form which is an attachment to this IFB. If the bidder is asserting that it is a Department of General Services Certified Small Business, the bidder must submit its active certification with the bid response.

II.2 II-IFB-008.1b Lobbying Certification and Disclosure – Electronic Submission. (Oct 2006).

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

II.3 II-IFB-016.1 Post-Submission Descriptive Literature (Dec 2006)

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

II.4 II-IFB-017.1b Reciprocal Limitations Act – Electronic Submittal (February 2007)

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

II.5 II-IFB-018.1b Iran Free Procurement Certification and Disclosure – Electronic Submittal (November 2016)

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

See the following web page for current Iran Free Procurement list:

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

PART III - SELECTION CRITERIA

PART III - SELECTION CRITERIA

III.1 III-IFB-001.1a Mandatory Responsiveness Requirements (Oct 2006)

To be eligible for selection, a bid must be:

- a. Timely received from a Bidder;
- b. Properly signed by the Bidder.

III.2 III-IFB-006.1f Method of Award - All Bidders (April 2011)

Award will be made to all responsive and responsible bidders.

III.3 III-IFB-007.1 Awards (May 2011)

Unless all Bids are rejected, and except as otherwise provided by law, award will be made through the issuance of a contract/purchase order in accordance with the method of award. Unless otherwise specified by the Issuing Office in the IFB form the Commonwealth reserves the right to award by item or on a total Bid basis, whichever is deemed more advantageous to the Commonwealth. In cases of discrepancies in prices, the unit price will be binding unless the unit price is obviously in error and the extended price is obviously correct, in which case the erroneous unit price will be corrected. As a condition for receipt of award of a contract/purchase order, the Bidder must be registered in the Commonwealth of Pennsylvania's Vendor Master file. In order to register, bidders must visit the Pa Supplier Portal at <https://www.pasupplierportal.state.pa.us/> or call the Customer Support Center at 877-435-7363 or 717-346-2676.

III.4 III-IFB-008.1 Tie Bids (Nov 2006)

All tie bids will be broken by the Issuing Office.

III.5 III-IFB-009.1 Prompt Payment Discounts (Nov 2006)

Prompt payment discounts will not be considered in making an award. If prompt payment discounts are offered by any Bidder, however, the Issuing Office will take advantage of such offer.

III.6 III-IFB-010.1 Option for Separate Competitive Bidding Procedure (Nov 2006)

The Commonwealth reserves the right to purchase products or services covered under this Contract through a separate competitive bidding procedure, whenever Commonwealth deems it in the best interest of the Commonwealth. The right will generally be exercised only when a specific need for a large quantity of the product or service exists or when the price offered is significantly lower than the Contract price.

III.7 III-IFB-014.1 Rebates (Nov 2006)

Any rebate applicable at the time of bid should be taken into consideration by the bidder in calculating its bid price. Bidders must specifically state in their bid proposal, when applicable, that rebates have been considered in arriving at the bid price. Following award, the Commonwealth will assign to the awarded bidder, any rebates which the bidder stated that he took into consideration. If the bidder fails to include such a statement, the Commonwealth will receive the full benefit of the manufacturer's rebate.

PART IV - WORK STATEMENT

PART IV - WORK STATEMENT

IV.1 IFB-001.1a Specifications (Nov 2006)

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

PART V - CONTRACT TERMS and CONDITIONS

PART V - CONTRACT TERMS and CONDITIONS

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

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

V.2 CONTRACT-002.1a 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 Commonwealth (signed and approved as required by the 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 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-003.1a Signatures – Contract (July 2015)

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

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

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

The Commonwealth and the Contractor specifically agree as follows:

- a. No handwritten signature shall be required in order for the Contract to be legally enforceable.
- b. The parties agree that no writing shall be required in order to make the Contract legally binding, notwithstanding

contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine Contract or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine Contract or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of a genuine Contract or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Contract or acknowledgement were not in writing or signed by the parties. A Contract or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.

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

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-010.3 Rejected Material Not Considered Abandoned (March 2012)

The Commonwealth shall have the right to not regard any rejected material as abandoned and to demand that the Contractor remove the rejected material from the premises within thirty (30) days of notification. The Contractor shall be responsible for removal of the rejected material as well as proper clean-up. If the Contractor fails or refuses to remove the rejected material as demanded by the Commonwealth, the Commonwealth may seek payment from, or set-off from any payments due to the Contractor under this or any other Contract with the Commonwealth, the costs of removal and clean-up. This is in addition to all other rights to recover costs incurred by the Commonwealth.

V.17 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.18 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.19 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.20 CONTRACT-014.3 Recycled Content Enforcement (February 2012)

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

V.21 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.22 CONTRACT-015.2 Billing Requirements (July 2021)

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;
- 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.23 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.24 CONTRACT-016.2 Payment – Electronic Funds Transfer (February 2014)

- 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.25 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.26 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.27 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.28 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 date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

V.29 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.30 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.31 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.32 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.33 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.34 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.35 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (August 2018)

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.

3. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.

4. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in

labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.

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

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

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

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

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

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

V.36 CONTRACT-028.1 Contractor Integrity Provisions (January 2015)

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

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

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

b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth,

provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.

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

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

e. "Financial Interest" means either:

(1) Ownership of more than a five percent interest in any business; or

(2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

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

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

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

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

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

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

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

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

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

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

- (3) had any business license or professional license suspended or revoked;
- (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
- (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

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

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

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

h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that 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.37 CONTRACT-029.1 Contractor Responsibility Provisions (July 2021)

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 search the current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment List tab.

V.38 CONTRACT-030.1 Americans with Disabilities Act (July 2021)

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

- 1 Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 C. F. R. § 35.101 et seq., the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this

agreement, the contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.

- 2 The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

V.39 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.40 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.41 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.42 CONTRACT- 034.1b Integration (Nov 30 2006)

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

V.43 CONTRACT-034.2b Order of Precedence - IFB (Dec 6 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 IFB; and the Contractor's Bid in Response to the IFB.

V.44 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.45 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.46 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.47 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.48 CONTRACT-045.1 Insurance - General (Dec 12 2006)

The Contractor is required to have in place during the term of the Contract and any renewals or extensions thereof, the following types of insurance, issued by companies acceptable to the Commonwealth and authorized to conduct

such business under the laws of the Commonwealth of Pennsylvania:

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

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

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

V.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.

SPECIFICATIONS
FOR
TWO-WAY RADIO EQUIPMENT & SERVICES

ISSUING OFFICE
DEPARTMENT OF GENERAL SERVICES

INVITATION FOR BID NUMBER

6100055625

DATE OF ISSUANCE

JUNE 20, 2022

**SPECIFICATIONS
FOR
TWO-WAY RADIO EQUIPMENT & SERVICES
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CALENDAR OF EVENTS

The Commonwealth will make every effort to adhere to the following schedule:

Activity	Responsibility	Date
Deadline to submit questions via RA-GSITPROCUREMENT@pa.gov with the subject line “IFB 6100055625 Question”	Bidders	July 8, 2022 1:00PM EST
Answers to questions posted to the PA eMarketplace portal website (http://www.emarketplace.state.pa.us).	Issuing Office	July 15, 2022
Please monitor the PA eMarketplace portal website for all communications regarding this IFB, such as addendums, answers to questions, revised appendices, etc.	Bidders	Ongoing
Bid package must be received by the Issuing Office at: PASupplierPortal website (http://www.pasupplierportal.state.pa.us) no later than this date.	Bidders	July 19, 2022 12:00PM EST

PART I

GENERAL INFORMATION

I-1. Issuing Office:

The Office of Administration (“Issuing Office”) has issued this Invitation for Bid (“IFB”) on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this IFB is Raeden Hosler (RA-GSITPROCUREMENT@pa.gov), 555 Walnut Street., Forum Place 6th Floor, Harrisburg, PA 17101, the Issuing Officer for this IFB. Please refer all inquiries to the Issuing Officer.

The Issuing Officer is the sole point of contact concerning this IFB. Any violation of this condition may be cause for the Issuing Office to reject the offending Bidder’s bid. If the Issuing Office later discovers that the Bidder has engaged in any violations of this condition, the Issuing Office may reject the offending Bidder’s bid or rescind its contract award. A Bidder must not distribute any part of its bid beyond the Issuing Office. Any Bidder who shares information contained in its bid with other Commonwealth personnel and/or competing Bidder personnel may be cause for the Issuing Office to reject the offending Bidder’s bid.

I-2. Bid Submission:

Bids must be submitted electronically via the PASupplierPortal website on or before the due date specified in the Calendar of Events. Any bid submitted to the Issuing Office in hardcopy format will be rejected. Please refer to Section I.6, IFB-011.1B Submission of Bids – Electronic Submittal (May 2011), of the IFB.

Please be advised that Section 889, the Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment, of the 2019 National Defense Authorization Act prohibits from obtaining or extending a contract to obtain “any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.” This rule was put into place to prevent cyberattacks and efforts to exfiltrate information and intellectual property by foreign adversaries, which pose risks for the U.S. government and industry. Therefore, Bidders are prohibited from offering, either directly or indirectly, the products or services of the following companies and any of their subsidiaries and affiliates:

- Huawei Technologies Company
- ZTE Corporation
- Hytera Communications Corporation
- Hangzhou Hikvision Digital Technology Company
- Dahua Technology Company
- Yealink

The following documentation must be completed and returned with a Bidder’s bid:

- **Appendix A, Manufacturer Discount List:** Bidders should submit pricing for all in-scope equipment and services which they intend to sell through their contract resulting from this IFB. Bidders may submit different discounts for each product category, and for each manufacturer within a product category.
- **Appendix B, Lobbying Certification Form**
- **Appendix C, GSPUR-89 Reciprocal Limitations Act Requirements**
- **Appendix D, COSTARS Program Election Form** (if applicable)
- **Appendix E, Dedicated Contacts**
- **Appendix F, BOP-2201-06 Worker Protection Form**
- **Manufacturer Authorization Letter** (if applicable): If a Bidder is submitting as a reseller, it must submit a Manufacturer Authorization Letter which clearly states the Bidder is authorized to provide the OEM's two-way radio equipment and services to the Commonwealth for this IFB. The Manufacturer Authorization Letter must reference the Commonwealth IFB 6100055625 for Two-Way Radio Equipment & Services. A Bidder must submit a Manufacturer Authorization Letter for each OEM which the Bidder is proposing, unless the Bidder is the OEM.
- **Manufacturer Price List:** A Bidder must submit a document and/or web link to the OEM's current retail price list for each OEM the Bidder is proposing. The OEM's current retail price list must include all two-way radio equipment & services provided by the OEM. A Bidder must be capable of providing all two-way radio equipment & services provided by an OEM.

Failure to submit the documentation listed above will result in the bid being rejected. The submission of any documentation other than what is listed above may result in the bid being rejected.

I-3. Information Technology Policies:

This IFB is subject to the Information Technology Policies ("ITP") issued by the Office of Administration, Office for Information Technology ("OA-OIT"). ITP's may be found at <http://www.oa.pa.gov/Policies/Pages/itp.aspx>

All bids must be submitted on the basis that all ITPs are applicable to this procurement. It is the responsibility of the Bidder to read and be familiar with the ITPs. Notwithstanding the foregoing, if the Bidder believes that any ITP is not applicable to this procurement, it must list all such ITPs in its bid, 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 to the procurement. The Bidder's failure to list an ITP will result in its waiving its right to do so later, unless the Issuing Office, in its sole discretion, determines that it would be in the best interest of the Commonwealth to waive the pertinent ITP.

I-4. Bidding Reference Material:

New Vendor Registration Guide
 General Conditions and Instructions to Bidders
[Attaching Documents](#)
[Electronic Bidding Portal](#)

PART II
REQUIREMENTS

II-1. General Requirements:

A. Account Management:

The Contractor must 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. The Issuing Office will consider the account manager to be the sole point of contact with regard to contractual and purchase order matters.

B. Dedicated Contacts:

Bidders must identify the following dedicated contacts in Appendix E, Dedicated Contacts:

- Account Manager: The account manager must be main point of contact for all requests, and will be responsible for the coordination of all orders and the resolution of any sales issues.
- Service Manager: The service manager must be main point of contact for the resolution of any service issues that are escalated from the service desk.
- Service Desk Number: The service desk number must be a toll free dedicated number for Commonwealth warranty and service calls.
- OEM Contact: (only required if the Contractor is not the OEM). Contractors must arrange support from this contact for the resolution of any issues that require OEM intervention.

The Contractor must provide notice of change in dedicated contacts within 30 days to the Commonwealth. Advance notification and employee overlap is not required for changes in dedicated contacts due to resignations, death and disability, dismissal for cause or dismissal as a result of termination of a subcontract or any other cause that is beyond the control of the selected Contractor or its subcontractor. However, the Commonwealth must approve the replacement staff.

C. Subcontracting:

Any services which are not provided by the Contractor must be provided by an OEM Authorized Service Provider that must be approved in advance by the Commonwealth.

Authorized dealers are not permitted. Contractors are not permitted to allow authorized dealers to quote equipment and services through any contract resulting from this IFB.

D. Technicians:

All Technicians assigned to repair, fix or service equipment, must have a minimum of five years demonstrated experience and must also be certificated by the OEM in order to provide maintenance. The Commonwealth reserves the right to audit technician qualifications at any time during the term of the Contract.

E. Pricing:

1. Additional Discounts:

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. Please refer to Section V.48 of the IFB.

2. Trade-In:

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

3. Price Lists:

Contractors may update their price list throughout the term of the contract to reflect the introduction of new products, manufacturer's price changes, as well as deletions and substitutions of a manufacturer's discontinued items.

F. Orders:

1. Order Acceptance:

The Contractor must 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. Please refer to Section V.6 of the IFB.

2. Order Shipment:

a. The Contractor must securely and properly package the 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.

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

c. Partial shipments may be requested by any Commonwealth agency. If not requested, partial shipments are acceptable only if authorized by the Commonwealth agency that ordered the equipment.

d. The Contractor must ensure all incorrect shipments are corrected within 10 business days from the date the Contractor is notified by the Commonwealth. The business days of the Commonwealth are as follows; 7:30 to 5:00pm,

Monday through Friday, excluding state holidays. Please refer to Section II-3 D of these specifications.

3. Order Delivery:

All orders for equipment must be delivered to the location specified by the Commonwealth within 10 business days for Off-the-shelf equipment and 30 business days for custom ordered equipment unless otherwise agreed upon between the Commonwealth and the vendor. Please refer to Section II-3 D of these specifications. Off-the-shelf equipment refers to equipment that the Contractor currently has in stock. Custom ordered equipment refers to equipment that the Contractor does not have in stock and must special order on behalf of the Commonwealth. Orders must be delivered between the business hours of 7:30 AM and 5:30 PM, Monday through Friday, excluding state holidays. 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 for a full delivery or partial delivery, delivery must occur on the requested date. The Contractor must store all equipment in its own facilities until the agreed upon delivery date. Please refer to Section V.9 CONTRACT-007.01a Supplies Delivery (Nov 30 2006) of the IFB.

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.

G. Quoting:

The Commonwealth is not responsible for any charges not included on the quote, nor is the Commonwealth responsible for any charges in the quote that are contrary to the IFB, these specifications or law.

H. Literature:

User manuals and operating instructions must be provided with each piece of equipment. Delivery is considered complete if these requirements is met by delivery one copy of each required manual or if there are web manuals or a tutorial is available online.

I. Training:

Training, up to 4 hours, related to purchased and installed equipment will be provided to the Commonwealth at no cost. Online/web training or instructor led training are acceptable; however, the Contractor shall obtain Commonwealth approval prior to implementing the method of the training.

J. Americans with Disabilities Act:

Upon request, the Contractor must be able to identify any equipment being offered that may be used or adapted for use by visually, hearing or other physically impaired individuals.

II-2. Equipment Requirements:

Bidders should refer to Appendix A, Manufacturer Discount List, for a full listing of categories of equipment.

A. Parts and Accessories:

In addition to two-way radios, the Commonwealth reserves the right to procure parts and accessories related to the equipment, including but not limited to, antennas and amplifiers, mounts and power supplies, batteries and chargers, device protection and carrying cases, control stations, consoles, repeaters, test equipment, etc.

B. P25 Specifications: The specifications listed in this subsection B. apply only to radios intended for use on the P25 Radio Network (STARNet). Additional information is included in Appendix H, P25 Compliance Assessment Program.

1. Radios must be capable of P25 Phase 2 (TDMA) operation.
2. Radios that are operationally required to operate statewide must be dual-band enabled and capable of operating in the VHF and 800MHz frequency bands.
3. Radios must be traceable to the P25 compliance assessment program.
4. Radios must conform to the authentication service as defined by the P25 Authentication standard TIA102.AACE.

C. Compliance:

Equipment shall comply with all applicable Federal Communications Commission (FCC) requirements. All components shall meet or exceed all applicable Electronic Industries Alliance (EIA) standards. Upon request by a Using Agency of the Commonwealth, awarded Contractors may be required to submit a Certificate of Conformance to the Agency for adherence and compliance to FCC requirements and/or EIA standards applicable to the equipment or components being purchased.

II-3. Services Requirements:

Contractors may offer to provide additional related services in conjunction with the equipment items they are offering to supply to the Commonwealth under this Contract ("Ancillary Services"). However, any Ancillary Services offered must be: (1) expressly authorized in the original IFB/Contract, (2) directly related to the delivery, installation or normal use of the product or component parts purchased. Ancillary services include, but are not limited to, the following:

- Maintenance & Support;
- Warranty & Extended Warranty Services;
- Customization (any modification to a Contract item to meet Purchaser-specific requirements);
- Installation or Removal;
- Reprogramming and Firmware updates; and

- Labor for Agency provided materials (At least one (1) new contract related material must be purchased from the contractor for agencies to use provided materials).

A. Quality and Reliability:

The awarded Contractors must perform quality repairs to all equipment maintained under this agreement. After equipment is serviced, the equipment must perform in an efficient manner with a minimum amount of down time.

1. 90-Day (Rolling) Repetitive Service: If a single asset requires three service calls for any service issues within a 90-day rolling time period, the Contractor will be required to notify the agency to discuss the issues and make suggestions as to what should be done with the device. If the cause of excessive service calls is determined to be due to an operator error, misuse, or abuse by the Commonwealth, associated repair time will not be a factor in determining satisfactory machine performance. Also, The Commonwealth will discuss repetitive failures caused by a known equipment manufacturing defect with the awarded Contractor.
2. The Commonwealth will require contractors to provide new, non-refurbished parts. Replacement parts must be made available for at least three years after the warranty expiration. If a product has reached the end of life and new parts are not readily available, the Commonwealth realizes refurbished parts will be the only option. All new and refurbished parts will be covered under additional warranty by the contractor for a minimum of 180 days after installation or longer if provided by the parts manufacturer. The Commonwealth will permit the permanent “Swap-Out” of contract covered equipment. “Swap-Out” is defined as the permanent replacement of the total unit with total component replacement. A “Swap-Out” permanent replacement will only take place in the event that it is agreed upon by both the Agency and Contractor that a “Swap-Out” is in the best interest of The Commonwealth.
3. The awarded contractors must apply all Original Equipment Manufacturer (OEM) mandatory engineering changes to all contract covered equipment, at no cost to The Commonwealth and restore all contract covered equipment to original functionality, as defined by the OEM.

B. Installation:

Installation as used in this Contract is limited to delivery in place with no permanent attachment to the real property. Installation of component parts into existing equipment of the Purchaser is permitted. This Contract may not be used to purchase initial equipment for installation in new construction. However, fastening a product to an existing building floor, wall, ceiling or roof which can later be removed without damaging the building and connecting to existing electrical, plumbing and HVAC fixtures is permitted. Installation which involves the process of building, altering, repairing, improving or demolishing a structure or building or other improvements of any kind to any real property are defined by law to be construction activities and are not permitted for this Contract. Installation and construction activities for purchasers

that are governmental entities, including the Using Agencies, are subject to certain laws regarding public construction, which may include but are not limited to:

The Pennsylvania Prevailing Wage Act, *43 P.S. Sections 165-1 et seq.* The Secretary of Labor and Industry will determine any applicable wage rates by each craft or work classification needed to perform the Contract installation for a government unit.

The Steel Products Procurement Act, *73 P.S. §§ 1881-1887*, and the Trade Practices Act, *71 P. S. § 773.101 et seq.*, which place restrictions upon the source of certain steel, cast iron and aluminum products allowed to be used in the performance of public agency contracts.

The Separations Act of 1913, *71 P.S. § 1618 (and 53 P.S. § 1003 for municipalities)*, which requires the solicitation of separate bids and the award of separate contracts where design/specifications are developed for more than one type of electrical, plumbing or HVAC work.

Any additional laws, regulations or policies that may apply to the installation, including but not limited to performance security, payment bonding, insurance and progress/prompt payment requirements.

C. New Products, Services, and New Technologies:

The Contractor must ensure that the Commonwealth will continually be made aware of new innovation and “state-of-the-art” technologies. Education on products, services and technologies must be provided to the Commonwealth. Website, Newsletter, user groups and email are acceptable methods of providing this information.

D. Warranty Service:

The bid price shall include a minimum one-year warranty covering parts and labor against defects in workmanship and materials for all equipment purchased under this Contract. For depot repair for small/portable devices, the Contractor will be responsible for all pick-up, shipping and return charges. Depot returns are to be completed with three business days of receipt of warranted equipment. For all fixed station equipment purchased under this Contract, Contractors must include a one-year on-site warranty. During the warranty period, the Contractor shall repair or replace defective components and/or units at no cost to the Commonwealth. The warranty period shall commence upon acceptance of the items by the Commonwealth. Please refer to Section V.13 CONTRACT-010.1a Acceptance (Oct 2006) of the IFB.

1. The Contractor must honor the warranty specified by the OEM for all equipment being offered, at no additional cost to the Commonwealth.
2. The Contractor must include the most recent software and firmware patches, fixes and upgrades, if available from the OEM, on equipment during the warranty period, at no additional cost to the Commonwealth.

3. The Contractor must provide a central point of contact to address warranty service issues. The Contractor must make available technical support contacts through the internet and provide a toll-free contact number.
4. The Contractor must be capable of receiving service calls on a 24 hour per day basis, 365 days of the year, during a warranty period. The Contractor must have service technicians and the support infrastructure available to provide warranty services that meet the service level agreement specified within the statement of work which is attached to the associated purchase order.
5. The Contractor may provide warranty services outside of business hours if agreed upon by the Commonwealth and the Contractor.
6. The Contractor must provide warranty services for the full term of any lease, at no additional cost to the Commonwealth.
7. The Contractor must be capable, either directly or through the OEM, to perform on-site warranty services. Warranty is defined as the standard provided by the OEM for the period of time indicated in the Contract. On-site services must be completed by the end of the next business day.

E. Maintenance/Extended Warranty Services:

1. The Contractor must, if requested by the Commonwealth, provide maintenance/extended warranty services for all equipment being offered.
2. The Contractor must provide a written quote for all maintenance/extended warranty service orders which the Commonwealth will attach to the associated SRM purchase order.
3. Orders for maintenance/extended warranty services made during the term of the contract may extend up to two years past the expiration date of the contract.

F. Service Level Agreements (SLAs):

The following SLAs apply to the Contractor's performance with the individual agency.

IFB Requirement	Service Level Agreements	Service Credit
Delivery of off-the-shelf equipment.	Within 10 business days.	5% of the cost of the order for each occurrence.
Delivery of custom order equipment.	Within 30 business days or agreed upon delivery date.	5% of the cost of the order for each occurrence.
Incorrect shipment to the Commonwealth.	Corrected within 10 business days.	5% of the cost of the order for each occurrence.

The Contractor must provide the Commonwealth with quarterly reports detailing equipment purchasing activity, performance and customer satisfaction.	The reports must be provided to the Commonwealth no later than 15 business days after the end of the quarter.	If the Contractor fails to meet the SLA for two (2) quarters within a calendar year, the Contractor will be ineligible to receive orders from any agency in the Commonwealth for six months.
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The Contractor must reimburse the Commonwealth within 45 days of the missed SLA. The Contractor must pay the service credits by deducting the amount from an invoice or by sending a check addressed to the Commonwealth of Pennsylvania for the amount of the service credit. 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 must attach, along with its check, a breakdown of the reimbursement which includes, at a minimum: Commonwealth agency, SRM purchase order number and reimbursement amount.

II-4. Reporting Requirements:

A. Quarterly Reports:

The Contractor must provide quarterly reports to the Office of Administration, Office of Information Technology, Bureau of IT Procurement. The Contractor must provide quarterly reports to the Commonwealth no later than 15 business days after the end of a quarter. A quarter is defined by the Commonwealth as follows:

- Quarter 1: January through March
- Quarter 2: April through June
- Quarter 3: July through September
- Quarter 4: October through December

The Contractor must utilize Appendix I, Quarterly Report Template. A quarterly report must consist of, and include at a minimum:

1. Sales Summary Report which includes, at a minimum: Agency Information, Equipment Information and Order Information.
2. SLA Summary Report which includes, at a minimum: Agency Name, Off-the-shelf delivery actual service level, Custom delivery actual service level, Incorrect Shipment Correction actual service level, and Quarterly report delivery actual service level.
3. Outstanding Issues Summary report which includes, at a minimum: Agency Information and Outstanding Issue Summary.

B. Additional Reports:

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

LOBBYING CERTIFICATION FORM

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

<https://www.gsa.gov/Forms/TrackForm/33144>

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

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

SIGNATURE: _____

TITLE: _____ DATE: _____

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	NAME OF MANUFACTURER	STATE (OR FOREIGN COUNTRY) OF MANUFACTURE

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: _____

- 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: _____
 - (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: _____

COSTARS PROGRAM ELECTION TO PARTICIPATE

If awarded a Contract, our firm agrees to sell the awarded items/services at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to registered COSTARS Members who elect to participate in the contract. Our firm also agrees to pay the applicable Administrative Fee (\$1500 or \$500 for a Department of General Services Self-Certified Small Business) at the beginning of each contract year and upon each contract renewal date.

If you are a Department of General Services Self-Certified Small Business, you must submit a copy of your active Small Business Procurement Initiative (SBPI) certificate with your bid response.

Corporate or Legal Entity Name

Signature/Date

Printed Name/Title

Dedicated Contacts

	Contact Name	Contact Email	Contact Phone
Account Manager:			
Service Manager:			
Service Desk number:			
OEM contact:			



WORKER PROTECTION AND INVESTMENT CERTIFICATION FORM

A. Pursuant to Executive Order 2021-06, *Worker Protection and Investment* (October 21, 2021), the Commonwealth is responsible for ensuring that every worker in Pennsylvania has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with Pennsylvania's Unemployment Compensation Law, Workers' Compensation Law, and all applicable Pennsylvania state labor and workforce safety laws including, but not limited to:

1. Construction Workplace Misclassification Act
2. Employment of Minors Child Labor Act
3. Minimum Wage Act
4. Prevailing Wage Act
5. Equal Pay Law
6. Employer to Pay Employment Medical Examination Fee Act
7. Seasonal Farm Labor Act
8. Wage Payment and Collection Law
9. Industrial Homework Law
10. Construction Industry Employee Verification Act
11. Act 102: Prohibition on Excessive Overtime in Healthcare
12. Apprenticeship and Training Act
13. Inspection of Employment Records Law

B. Pennsylvania law establishes penalties for providing false certifications, including contract termination; and three-year ineligibility to bid on contracts under 62 Pa. C.S. § 531 (Debarment or suspension).

CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the contractor/grantee identified below, and certify that the contractor/grantee identified below is compliant with applicable Pennsylvania state labor and workplace safety laws, including, but not limited to, those listed in Paragraph A, above. I understand that I must report any change in the contractor/grantee's compliance status to the Purchasing Agency immediately. I further confirm and understand that this Certification is subject to the provisions and penalties of 18 Pa. C.S. § 4904 (Unsworn falsification to authorities).

<i>Signature</i>	<i>Date</i>
<i>Name (Printed)</i>	
<i>Title of Certifying Official (Printed)</i>	
<i>Contractor/Grantee Name (Printed)</i>	

Statement of Work

for

Commonwealth of PA – (Agency)

PO Number: _____

AGENCY CONTACT:
AGENCY ADDRESS:

PHONE:
FAX:
E-MAIL:

A. Introduction

This Statement of Work ("SOW") is made ("Effective Date"), by and between the Commonwealth of PA – ("Agency"), with its principal office located at ("Address") (hereinafter referred to as "Customer") and Supplier, Inc, a corporation organized under the laws of the Provider's State, with its principal place of business at Insert Address (hereinafter referred to as "insert Company name"). Supplier name and Customer may also be referred individually as "Party" or collectively as "Parties."

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

The Supplier will be relieved of all liability related to the failure of the Agency to possess all required consents necessary for the Supplier to provide the services described in this Statement of Work.

Any terms and conditions not set forth in this SOW are governed by the terms and conditions of the Pennsylvania Insert contract # and contract name.

B. Project Overview and Tasks

Supplier name will perform the following tasks (the "Project"):

Supplier to insert exact description of work to be performed

Agency Requirements & Room Preparation:

Any requirements for the agency must be inserted here

C. Time Estimates / Delivery Schedule

The actual Project start date will depend on following:

(below are examples only, ensure dates are provided)

- 1.) Scheduled availability of a qualified systems engineer. 5/10/06
- 2.) Receipt of equipment. 5/20/06
- 3.) Completion necessary cabling, ISP connection, etc. by other vendors if applicable. 5/20/06
- 4.) Receipt of signed SOW from Customer prior to proposed start date. 5/5/06

D. Project Cost

Project Cost is: \$

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

(Ensure an exact costing breakdown is provided)

E. SOW Acceptance

This SOW is acceptable. I (We) hereby acknowledge and confirm that I (We) have read this SOW and accept and approve the scope of work and related terms. I (We) understand that if additional work is required that by its nature was not known or determined at the time this SOW was executed, a written change order describing the additional work and any related expenses is required.

Please sign and FAX to **Supplier** at **"fax number"**

"Supplier"

Commonwealth of PA – **"Agency"**

Approved (date): _____

Authorized **Agency** Name

Authorized **Agency** Signature

Title

F. Project Completed and Accepted

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

Approved (date): _____

Authorized **Agency** Name

Authorized **Agency** Signature

Title

PLEASE ATTACH HARD COPY OF PURCHASE ORDER
REFERENCING THIS SOW



FORMAL COMPLIANCE TESTING FOR COMMUNICATIONS INTEROPERABILITY

To successfully respond to both day-to-day and large-scale incidents, first responders must be able to communicate with each other regardless of their agency's choice of radio equipment manufacturer. However, communications equipment manufacturers often use different approaches to implement systems and that can result in incompatible products. The U.S. Department of Homeland Security Science and Technology Directorate (S&T) established the P25 Compliance Assessment Program (P25 CAP) to help address this challenge.

Project 25 (P25) is a suite of standards that enables interoperability among digital two-way land mobile radio communications products developed for public safety professionals. P25 CAP is a formal, independent process for ensuring communications equipment declared by the supplier actually is P25-compliant and tested against the standards with publicly published results. Through this open-standards testing process, P25 CAP provides responders with confidence that the communications equipment they use will be interoperable, regardless of manufacturer. Specifically, this voluntary program provides public safety agencies with evidence that the communications equipment they purchase is tested against and complies with the P25 standards for performance, conformance, and interoperability. The varying P25 labels can be confusing, and S&T's [guide](#) on P25 terminology explains the program and how the terms apply.

Compliance assessment testing concludes with the submission of a Summary Test Report (STR), made available through P25CAP@hq.dhs.gov, and an official Supplier's Declaration of Compliance (SDOC), which is published on P25 CAP's [Approved \(Grant-Eligible\) Equipment page](#). It is this list, and only this list, which is referenced by several federal grant programs, including the Federal Emergency Management Agency, as equipment eligible to be purchased.

INFORMING PROCUREMENT DECISIONS

By arming first responders with the necessary information they need to make informed procurement decisions, P25 CAP advances interoperability. In addition, P25 CAP helps to ensure federal grant funds are used to purchase interoperable

solutions by encouraging the purchase of P25 CAP-compliant equipment in federal grant guidance. Ultimately, this promotes interoperability and reduces waste and poor investments in untested equipment. S&T's program policies are communicated through Compliance Assessment Bulletins (CABs).

P25 CAP PARTNERSHIPS

S&T selected three internationally recognized laboratory accreditation bodies to review and accredit participating P25 CAP laboratories. Once accredited, the laboratory can test land mobile radio equipment for P25 CAP compliance.

The Association of Public-Safety Communications Officials supports P25 CAP's efforts as a primary partner, lending technical expertise to develop processes that enhance compliance, as well as confirming the accuracy of all manufacturer STRs and SDOCs submitted. The SAFECOM CAP Task Force (CAPTF) provides the views of active local, state, tribal, territorial and federal government users of portable, handheld, mobile vehicle-mounted radios and infrastructure, including repeaters, consoles, and gateways.

ISSI/CSSI INTEROPERABILITY AND CONFORMANCE TESTING

The program's Approved (Grant-Eligible) Equipment page currently lists equipment that successfully passed P25 CAP's baseline Common Air Interface (CAI) testing requirements. P25 CAP has recently expanded the program beyond CAI to include Inter-Radio Frequency Sub-System Interface and Console Sub-System Interface (ISSI/CSSI) Interoperability and Conformance testing requirements.

After making them available for a public comment period, S&T publishes CABs that detail testing requirements. For example, 2019 CABs enable accreditation bodies to accredit laboratories for ISSI/CSSI Interoperability and Conformance testing. Laboratories are currently accredited and available to test manufacturers' ISSI and CSSI equipment to P25 CAP's standards. A list of all P25 CAP accredited laboratories and their scopes of testing recognition are available on the [Recognized Labs](#) page.

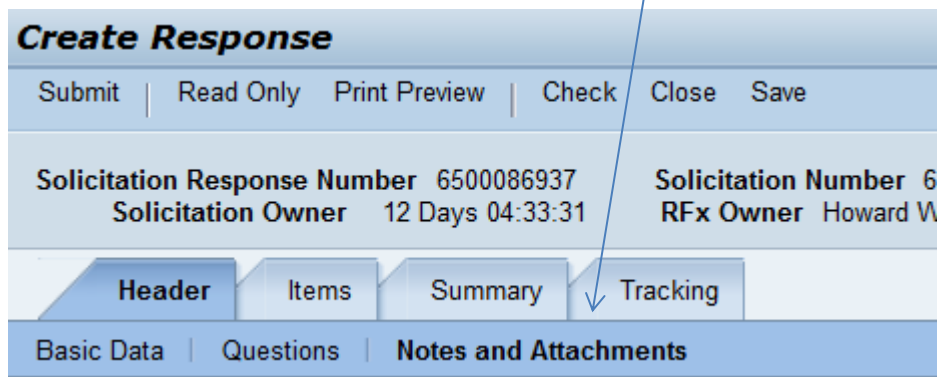
All CABs, supporting test case documents, and program updates on testing are available at [P25 CAP's webpage](#).



ATTACHING DOCUMENTS TO A BID AT WWW.PASUPPLIERPORTAL.STATE.PA.US

After you have begun your response to a solicitation, answered the mandatory questions under the Header Tab and entered pricing under the Items tab (if applicable) and need to upload documents to your response, follow this step by step guide:

1. Under the Header Tab, Select Notes and Attachments:



2. Scroll down to see all the documents the Purchasing Agent/Commodity Specialist attached to the solicitation, **please review all documents.**

Example:

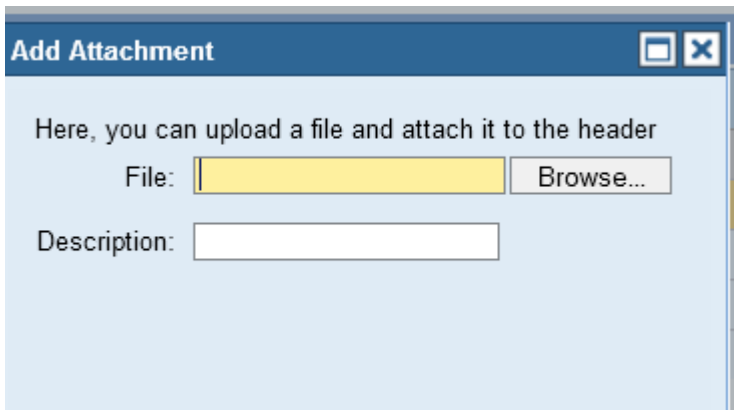
▼ Attachments									
Add Attachment Edit Description Versioning Delete									Filter Setting
Category	Description	File Name	Version	Processor	Checked Out	Type	Size (KB)	Changed by	Changed on
Standard Attachment	Reciprocal Limitations	Rec Limbs.doc	1		<input type="checkbox"/>	doc	72	P00046012	02/24/2015
Legal Document	Terms & Conditions	Document	1		<input type="checkbox"/>	pdf	83	SRMRFC	02/24/2015

3. Determine which documents must be completed and attached to your response.
4. After completing documents that must be included with your response, save them to your computer so you can easily find them later.
5. When responding to the solicitation and ready to submit your documents, go to Header Tab, Notes and Attachments and select ADD ATTACHMENT:

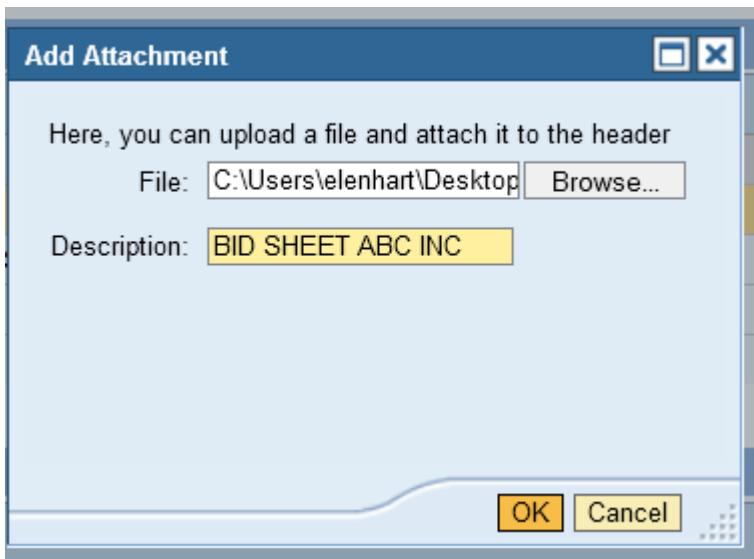
▼ Attachments									
Add Attachment Edit Description Versioning Delete									Filter Setting
Category	Description	File Name	Version	Processor	Checked Out	Type	Size (KB)	Changed by	Changed on
Standard Attachment	Reciprocal Limitations	Rec Limbs.doc	1		<input type="checkbox"/>	doc	72	P00046012	02/24/2015
Legal Document	Terms & Conditions	Document	1		<input type="checkbox"/>	pdf	83	SRMRFC	02/24/2015

If Add Attachment is not available, make sure you are in Edit Mode and not Display mode.

6. This pop up window will appear:



7. Using the Browse field, find your saved document.
Type in your description of the document and select OK.



8. When successfully attached, your document will appear as an attachment:

▼ Attachments	
Add Attachment Edit Description Versioning ▲ Delete	
Category	Description
Standard Attachment	BID SHEET ABC INC
Standard Attachment	Reciprocal Limitations
Legal Document	Terms & Conditions

9. Note: system will only allow one document to be attached at a time, repeat as necessary.

Under the Summary Tab, attachment(s) will also be listed.

Create Response			
Submit	Read Only	Print Preview	Check Close Save
Solicitation Response Number 6500086937	Solicitation Number 6100033022	Status In Process	Submission Deadline 03/1
Solicitation Owner 12 Days 04:22:39	RFX Owner Howard Walk	Response Version Number	0.00 USD Versi
Header	Items	Summary	Tracking
RFX Response Number: 6500086937			
Items with Response: 2 out of 2 items responded to			
Questions: 2 out of 2 questions answered (2 out of 2 mandatory)			
Notes: 3 notes added			
Attachments: 1 attachments added			
Conditions: No Conditions Added			
Total RFX Response Value: 0.00 USD			

10. When response is complete, select CHECK and SUBMIT to transmit your response (bid) to the purchasing agent.
11. If assistance is required, contact the help desk at 877-435-7363 option 2.

General Conditions and Instructions to Bidders

1. Submission of Bids

- a. Bids are requested for the item(s) described in the Invitation For Bids and all the documents referenced in the form (collectively called the IFB). Bidders must complete and properly sign, in ink, the Invitation For Bids form. Bid prices must be typewritten or in ink. Bids that are priced or signed in pencil will be rejected.
- b. The completed and signed Invitation For Bids form, as well as the other documents required by the IFB (collectively referred to as the "Bid"), shall be enclosed and sealed in an envelope which is clearly marked "Bid" and includes the assigned Bid Invitation Number (Shown on the Invitation For Bids form) and the Bidder's vendor number as well as the bid opening date and time. It is the responsibility of each bidder to ensure that its Bid is received at the return address shown on the Invitation For Bids form ("Bid Opening Room") prior to the date and time set for the opening of bids ("Bid Opening Time"), regardless of method of delivery used. No Bid shall be considered if it arrives at the Bid Opening Room after the Bid Opening Time, regardless of reason for the late arrival. In the event that, due to inclement weather, natural disaster, or other cause, the Commonwealth offices are officially closed on the date scheduled for Bid opening, the Bid Opening date shall be automatically postponed until the next Commonwealth business day, unless the Bidders are otherwise notified by the Issuing Office. The Bid Opening time shall remain the same.

All envelopes containing Bids should be clearly marked "Bid" and should include the address of the Bid Opening Room (not the agency central processing location), the assigned Collective Number and the Bid Opening Time. Bids that are timely received in the Bid Opening Room prior to the Bid Opening Time shall be opened publicly in the presence of one or more witnesses at the time and place designated in this IFB for the Bid opening.

- c. Bids must be firm. If a Bid is submitted with conditions or exceptions or not in conformance with the terms and conditions referenced in the IFB Form, it shall be rejected. The Bid shall also be rejected if the items offered by the Bidder are not in conformance with the specifications as determined by the Commonwealth.
- d. The Bidder, intending to be legally bound hereby, offers and agrees, if this Bid is accepted, to provide the awarded items at the price(s) set forth in this Bid at the time(s) and place(s) specified.

2. Questions

All questions regarding the IFB must be submitted in writing to the email address of the Issuing Officer provided in the solicitation. While there is no set timeline for the submittal of questions, questions received within 48 hours prior to the bid due date and time will be answered at the discretion of the Commonwealth. All questions received will be answered, in writing, and such responses shall be posted to eMarketplace as an addendum to the IFB. The Issuing Officer shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the IFB or formally issued as an addendum by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or of the solicitation.

3. Bidder's Representation and Authorization

- a. Each Bidder, by making its Bid, understands, represents, and acknowledges that:
- 1) The Bidder has read and understands the terms and conditions of the IFB and the Bid is made in accordance with those terms and conditions.
 - 2) The item(s) offered in the Bid will be in conformance with the specifications referenced on the IFB without exceptions.
 - 3) The price(s) and amount of the Bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder.
 - 4) Neither the price(s) nor the amount of the bid, and neither the approximate price(s) nor the approximate amount of the Bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before Bid opening.
 - 5) No attempt has been made or will be made to induce any firm or person to refrain from bidding on the contract, or to submit a bid higher than the Bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
 - 6) The Bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
 - 7) To the best of the knowledge of the person signing the Bid for the Bidder, the Bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as disclosed by the Bidder in its Bid.
 - 8) Neither the bidder, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth, or any governmental entity, instrumentality, or authority, and if the bidder cannot so certify, then it shall submit, along with the Bid, a written explanation of why such certification cannot be made.
 - 9) To the best of the knowledge of the person signing the Bid for the Bidder, and except as otherwise disclosed by the Bidder in its Bid, the Bidder has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Bidder that is owed to the Commonwealth.
 - 10) The Bidder has not, under separate contract with the Department of General Services, made any recommendations to the Department of General Services concerning: the IFB, the need for the item(s) described in the IFB, or the specifications for the item(s) described in the IFB.



- 11) All information provided by, and representations made by, the Bidder in the Bid are material and important and will be relied upon by the Commonwealth in awarding the contract. Any misstatement shall be treated as fraudulent concealment from the Commonwealth of the true facts relating to the submission of the Bid. A misrepresentation shall be punishable under Section 4904 of Title 18 P.C.S.A.
- b. Each Bidder, by making its Bid, authorizes all Commonwealth agencies to release to the Commonwealth information related to liabilities to the Commonwealth including, but not limited to taxes, unemployment compensation, and workers' compensation liabilities.
- c. If an award is made to the Bidder, the Bidder agrees that it intends to be legally bound to the contract which is formed between the Commonwealth and the Bidder.

4. Prices

The bid submitted by the successful Bidder will be incorporated into any resulting Contract and the Bidder will be required to provide the awarded item(s) at the prices quoted in its Bid.

5. Approved Equal

Whenever an item is defined in this IFB by trade name and catalogue number of a manufacturer or vendor, the term 'or approved equal,' if not inserted therewith shall be implied. Any reference to a particular manufacturer's product either by trade name or by limited description is solely for the purpose of more clearly indicating the minimum standard of quality desired, except where a 'no substitute' is requested. When a 'no substitute' is requested, the Issuing Office will consider Bids for the referenced product only. The term 'or approved equal' is defined as meaning any other make which, in the sole opinion of the Issuing Office, is of such character, quality, and performance equivalence as to meet the standard of quality of products specified for which it is to be used equally as well as that specified. A Bidder quoting on a product other than the referenced product shall: a) furnish complete identification in its Bid of the product it is offering by trade name, brand and/or model number; b) furnish descriptive literature and data with respect to the substitute product it proposes to furnish; and c) indicate any known specification deviations from the referenced product.

6. Alternates

A Bidder who wants to offer an alternate must notify the Issuing Office in writing, at least five (5) days prior to the scheduled Bid opening, that the Bidder intends to offer an alternate in its Bid. An "alternate" is a product that deviates from the requirements of the specifications in its composition, qualities, performance, size dimension, etc. The written notification from the Bidder must include a complete description of the alternate and must identify the product's deviations from the specifications. Upon receipt of the notification, the Issuing Office will determine whether the alternate is acceptable. If the Issuing Office, in its discretion, determines that the alternate is acceptable, the Issuing Office will issue a change notice to the invitation for bids that revises the specifications. If no change notice is issued revising the specification, a Bid offering the alternate will not be considered for award. If an item or items in the IFB are designated "no substitute," this provision does not apply and no alternate may be proposed by a bidder nor will any alternate be considered by the Issuing Office.

7. New Equipment

Unless otherwise specified in this invitation for bids, all products offered by Bidders must be new or remanufactured. A 'new' product is one that will be used first by the Commonwealth after it is manufactured or produced. A 'remanufactured' product is one which: 1) has been rebuilt, using new or used parts, to a condition which meets the original manufacturer's most recent specifications for the item; 2) does not, in the opinion of the Issuing Office, differ in appearance from a new item; and 3) has the same warranty as a new item. Unless otherwise specified in this invitation for bids, used or reconditioned products are not acceptable. This clause shall not be construed to prohibit Bidders from offering products with recycled content, provided the product is new or remanufactured.

8. Modification Or Withdrawal Of Bid (March, 2007)

- a. Bid Modification Prior to Bid Opening. Bids may be modified only by written notice or in person prior to the exact hour and date specified for Bid opening.
 - 1) If a Bidder intends to modify its Bid by written notice, the notice must specifically identify the Bid to be modified and must be signed by the Bidder. The Bidder must include evidence of authorization for the individual who signed the modification to modify the Bid on behalf of the Bidder. The Bid modification must be received in a sealed envelope. The sealed envelope must identify the assigned Collective Number and the Bid Opening Time, and should state that enclosed in the envelope is a Bid modification
 - 2) If a Bidder intends to modify its Bid in person, the individual who will modify the Bid must arrive in the Bid Opening Room prior to the Bid Opening Time, show a picture identification and provide evidence of his/her authorization to modify the Bid on behalf of the Bidder. If a Bidder intends to modify its Bid in person, the Bidder may do so only in the presence of an agency employee. (The agency employee will observe the actions taken by the individual to modify the Bid, but will not read the Bid or the modification).
- b. Bid Withdrawal Prior to Bid Opening. Bids may be withdrawn only by written notice or in person prior to the exact hour and date specified for Bid opening.
 - 1) If a Bidder intends to withdraw its Bid by written notice, the notice shall specifically identify the Bid to be withdrawn and shall be signed by the Bidder. The Bidder must include evidence of authorization for the individual who signed the bid withdrawal to withdraw the bid on behalf of the Bidder. Except as provided in Subparagraph c, below, bid withdrawals received after the exact hour and date specified for the receipt of Bids shall not be accepted.
 - 2) If a Bidder intends to withdraw its Bid in person, the individual who will withdraw the Bid must arrive in the Bid Opening Room prior to the Bid Opening Time, show a picture identification and provide evidence of his/her authorization to withdraw the Bid on behalf of the Bidder.
- c. Bid Withdrawal After Bid Opening. Bidders are permitted to withdraw erroneous Bids after Bid opening only if the following conditions are met:
 - 1) The Bidder submits a written request for withdrawal.



- 2) The Bidder presents credible evidence with the request that the reason for the lower Bid price was a clerical mistake as opposed to a judgment mistake and was actually due to an unintentional arithmetical error or an unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the Bid.
 - 3) The request for relief and supporting evidence must be received by the Issuing Office within three (3) business days after Bid opening, but before award of the contract.
 - 4) The Issuing Office shall not permit a Bid withdrawal if the Bid withdrawal would result in the award of the contract on another Bid of the same Bidder, its partner, or a corporation or business venture owned by or in which the bidder has a substantial interest.
 - 5) If a Bidder is permitted to withdraw its Bid, the Bidder cannot supply any material or labor or perform any subcontract or other work agreement for the awarded contractor, without the written approval of the Issuing Office.
- d. Firm Bid. Except as provided above, a Bid may not be modified, withdrawn, or cancelled by any Bidder for a period of sixty (60) days following the time and date designated for Bid opening, unless otherwise specified by the Bidder in its Bid. If the lowest responsible Bidder, as determined by the Issuing Office, withdraws its Bid prior to the expiration of the award period or fails to comply with the requirements set forth in the IFB including but not limited to any requirement to submit performance or payment bonds or insurance certificates within the required time period, the Bidder shall be liable to the Commonwealth for all costs and damages associated with the re-award or re-bid including the difference between the Bidder's price and the actual cost that the Commonwealth pays for the awarded items.
- e. Clarification and Additional Information. After the receipt of Bids, the Issuing Office shall have the right to contact Bidders for the purpose of seeking:
- 1) Clarification of the Bid which confirms the Issuing Office's understanding of statements or information in the Bid or;
 - 2) Additional information on the items offered; provided the IFB does not require the rejection of the Bid for failure to include such information.

9. Rejection of Bids

The Issuing Office reserves the right to reject any and all Bids, to waive technical defects or any informality in Bids, and to accept or reject any part of any Bid if the best interests of the Commonwealth are thereby served.

10. Awards

Unless all Bids are rejected, and except as otherwise provided by law, award will be made through the issuance of a contract/purchase order in accordance with the method of award. Unless otherwise specified by the Issuing Office in the IFB form the Commonwealth reserves the right to award by item or on a total Bid basis, whichever is deemed more advantageous to the Commonwealth. In cases of discrepancies in prices, the unit price will be binding unless the unit price is obviously in error and the extended price is obviously correct, in which case the erroneous unit price will be corrected. As a

condition for receipt of award of a contract/purchase order, the Bidder must be registered in the Commonwealth of Pennsylvania's Vendor Master file. In order to register, bidders must visit the Pa Supplier Portal at <https://www.pasupplierportal.state.pa.us/> or call the Customer Support Center at 877-435-7363 or 717-346-2676.

11. Tie Bids

All tie bids will be broken by the Issuing Office.

12. Prompt Payment Discounts

Prompt payment discounts will not be considered in making an award. If prompt payment discounts are offered by any Bidder, however, the Issuing Office will take advantage of such offer.

13. Bid Protest Procedure

a. **Who May File the Protest.** Any Bidder or prospective bidder who is aggrieved in connection with the IFB or award of the contract solicitation or award of a contract may file a protest. Protests relating to cancellation of invitations for bids and protests relating to the rejection of all bids are not permitted. A Bidder is a person that submits a bid in response to the IFB. A prospective bidder is a person that has not submitted a bid in response to the IFB.

b. Time for Filing.

- 1) If a protest is submitted by a prospective bidder, the protest must be filed before bid opening time or proposal receipt date.
- 2) If a protest is filed by a Bidder, the protest must be filed within seven days after the protesting Bidder knew or should have known of the facts giving rise to the protest EXCEPT THAT IN NO EVENT MAY A PROTEST BE FILED LATER THAN SEVEN (7) DAYS AFTER THE DATE THE CONTRACT OR PURCHASE ORDER WAS AWARDED. Date of filing is the date of receipt of protest.
- 3) Untimely filed protests shall be disregarded.

c. Form of Protest.

- 1) A protest must be in writing and filed with the agency head (or designee) of the purchasing agency.
- 2) A protest must state all grounds upon which the protesting party asserts that the solicitation or award was improper. Issues not raised by the protesting party in the protest are deemed waived and may not be raised on appeal.
- 3) The protesting party may submit with the protest any documents or information deemed relevant.

d. **Notice of Protest.** If award has been made, the agency head (or designee) shall notify the successful Bidder or contractor of the protest. If the protest is received before award and substantial issues are raised by the protest, all Bidders who appear to have a substantial and



reasonable prospect of winning the award shall be notified and may file their agreement/disagreement with the purchasing agency within three (3) days after receipt of notice of the protest.

- e. **Stay of Procurement.** The head of the purchasing agency (or designee) shall immediately decide, upon receipt of the protest, whether or not the solicitation or award shall be stayed, or if the protest is timely received after the award, whether the performance of the contract should be suspended. The Issuing Office shall not proceed further with the IFB or with the award of the contract, and shall suspend performance under the contract if awarded, unless the agency head of the purchasing agency makes a written determination that the protest is clearly without merit or that award of the contract/purchase order without delay is necessary to protect the substantial interests of the Commonwealth.
- f. **Procedures.**
- 1) **Contracting Officer Response.** Within fifteen (15) days of the receipt of a protest, the contracting officer may submit a written response to the head of the purchasing agency (or designee). The response may include any documents or information that the contracting officer deems relevant to the protest.
 - 2) **Protesting Party Reply.** Within ten (10) days of the date of the contracting officer response, the protesting party may file a written reply.
 - 3) **Review.** The head of the purchasing agency (or designee) shall:
 - a) Review the protest and any response or reply.
 - b) Request and review any additional documents or information he deems necessary to render a decision.
 - c) Give the protesting party and the contracting officer reasonable opportunity to review and address any additional documents or information requested by the agency head.
 - d) In his sole discretion, conduct a hearing.
 - e) Within sixty (60) days of the receipt of the protest, issue a written determination stating the reasons for the decision.
 - f) If additional time is required to investigate the protest, inform the protesting party of the additional time needed to render a determination and obtain the protesting party's consent.
 - 4) **"Clearly Without Merit" Determinations.** If the head of the purchasing agency (or designee) determines, upon receipt, that the protest is clearly without merit and does not stay the procurement, the head of the purchasing agency (or designee) shall immediately issue the decision as required by Subparagraph h below.
- g. **Settlement.** The Issuing Office has the authority to settle and resolve bid protests.



- h. **Decision.** The head of the purchasing agency (or designee) shall promptly, but in no event later than sixty (60) days from the filing of the protest, issue a written decision. The decision shall:
- 1) State the reasons for the decision.
 - 2) If the protest is denied, inform the protesting party of its right to file an appeal in Commonwealth Court within fifteen (15) days of the mailing date of the decision.
 - 3) If it is determined that the solicitation or award was contrary to law, enter an appropriate order.

The agency head (or designee) shall send a copy of the decision to the protesting party and any other person determined by the agency head (or designee) to be affected by the decision.

COSTARS PROGRAM CLAUSE

COSTARS Purchasers. Section 1902 of the Commonwealth Procurement Code, 62 Pa.C.S. § 1902 (“Section 1902”), authorizes local public procurement units and state-affiliated entities (together, “COSTARS Members”) to participate in Commonwealth procurement contracts that the Department of General Services (“DGS”) may choose to make available to COSTARS Members. DGS has identified this Contract as one which will be made available for COSTARS Members’ participation.

A. Only those entities registered with DGS are authorized to participate as COSTARS Members in this Contract. A COSTARS Member may be either a local public procurement unit or a state-affiliated entity.

1. A “local public procurement unit” is:

- Any political subdivision (local government unit), such as a municipality, school district, or commission;
- Any public authority (including authorities formed under the Municipality Authorities Act of 1955 or other authorizing legislation, such as the Public Transportation Law or the Aviation Code);
- Any tax-exempt, nonprofit educational institution or organization;
- Any tax-exempt, nonprofit public health institution or organization;
- Any nonprofit fire, rescue, or ambulance company; and
- Any other entity that spends public funds for the procurement of supplies, services, and construction (such as a council of governments, an area government, or an organization that receives public grant funds).

The Department reserves the right to review and determine eligible applicants as local public procurement units on a case-by-case basis.

2. A state-affiliated entity is a Commonwealth authority or other Commonwealth entity that is not a Commonwealth agency. The term includes:

- The Pennsylvania Turnpike Commission;
- The Pennsylvania Housing Finance Agency;
- The Pennsylvania Municipal Retirement System;
- The Pennsylvania Infrastructure Investment Authority;
- The State Public School Building Authority;
- The Pennsylvania Higher Education Facilities Authority, and
- The State System of Higher Education.

The COSTARS Program is not available for use by Executive Agencies and Independent Agencies as defined by the Commonwealth Procurement Code, or any agency or entity using funds appropriated to the Department of General Services through Capital Budget Project Itemization legislation for the procurement of furniture, fixtures, and equipment.

3. A complete list of local public procurement units and state-affiliated entities that have registered with DGS and that are authorized to procure items from the Contract can be found at <http://www.costars.state.pa.us/SearchCOMember.aspx>.

- B. COSTARS Members have the option to purchase from this Contract, from any DGS contract established exclusively for COSTARS Members in accordance with the requirements of Section 1902, from any other cooperative procurement contracts, or from their own procurement contracts established in accordance with the applicable laws governing such procurements. The Contractor understands and acknowledges that there is no guarantee that a COSTARS Member will place an order under this Contract, and that the decision to procure from this Contract is within the sole discretion of each COSTARS Member.
- C. DGS is acting as a facilitator for COSTARS Members who may wish to purchase under this Contract. COSTARS Members that participate in this Contract and issue purchase orders (“POs”) to Contractors are third party beneficiaries who have the right to sue and be sued for breach of this Contract without joining the Commonwealth or DGS as a party. The Commonwealth will not intervene in any action between a Contractor and a COSTARS Member unless substantial interests of the Commonwealth are involved.
- D. COSTARS Members electing to participate in this Contract will order items directly from the Contractor and be responsible for payment directly to the Contractor.
- E. Those Contractors electing to permit COSTARS Members to procure from this Contract shall pay the Required Administrative Fee applicable to the Contractor’s classification:

Contractor Classification	Required Administrative Fee
DGS-verified Small Diverse Business Bidder	\$166
DGS Self-Certified Small Business Bidder	\$500
All Other Bidders	\$1,500

- 1. Each bidder electing to permit COSTARS Members to participate in the Contract must submit the COSTARS Program Election to Participate form with its bid submittal and pay the applicable Administrative Fee upon Contract award in order to sell the awarded items/services to COSTARS Members. If the bidder is a Department of General Services Self-Certified Small Business or Department of General Services-verified Small Diverse Business, a copy of its active Small Business Contracting Program certificate must be included with the bid submittal.
 - 2. At the beginning of each Contract year and upon any Contract renewal, the Contractor shall submit a check for the required amount, payable to “Commonwealth of PA”. The Contractor must pay the Administrative Fee at each contract renewal date to continue to sell the awarded items/services to COSTARS Members.
- F. DGS has registered the COSTARS name and logo (together, the “COSTARS Brand”) as a trademark with the Pennsylvania Department of State. Therefore, the Contractor may use the COSTARS Brand only as permitted under in this Subsection.

1. The Contractor shall pay the Administrative Fee covering its participation in the program, including without limitation any use of the COSTARS Brand, for each year of the Contract period. The fee is payable upon Contract award and prior to the renewal date for each succeeding Contract period.
 2. DGS grants the Contractor a nonexclusive license to use the COSTARS Brand, subject to the following conditions:
 - a. The Contractor agrees not to transfer to any third party, including without limitation any of its subcontractors or suppliers, any privileges it may have to use the COSTARS Brand under this Contract.
 - b. The Contractor agrees not to use the COSTARS Brand to represent or imply any Commonwealth endorsement or approval of its products or services.
 - c. The Contractor is permitted to use the COSTARS Brand in broadcast, or Internet media solely in connection with this Contract and any other Contract with the Commonwealth under which it has agreed to make sales to COSTARS Purchasers. The Contractor may use the COSTARS Brand on business cards, brochures, and other print publications so long as the purpose is to identify the Contractor as a COSTARS vendor, and only so long as the required Contract fee is kept current.
 - d. Should this Contract terminate for any reason, the Contractor agrees promptly to remove the COSTARS Brand from any and all print and electronic media and to refrain from using the COSTARS Brand for any purpose whatsoever from the date of Contract termination forward.
 - e. The Contractor agrees to defend, indemnify, and hold harmless the Commonwealth of Pennsylvania and DGS from and against all claims, demands, liabilities, obligations, costs, and expenses of any nature whatsoever arising out of or based upon the Contractor's use of the COSTARS Brand.
 - f. The Contractor agrees it has no property rights in the use of the COSTARS Brand by virtue of this nonexclusive license. The Contractor expressly waives any claims, including without limitation due process claims that may otherwise be available under the law in the event of any dispute involving these terms of use.
- G. The Contractor shall furnish to the DGS COSTARS Program Office a quarterly electronic Contract sales report detailing the previous quarter's Contract purchasing activity, using the form and in the format prescribed by DGS. The Contractor shall submit its completed quarterly report no later than the fifteenth calendar day of the succeeding Contract quarter.
1. The Contractor shall submit the reports through the web-based COSTARS Suppliers' Gateway of the PA Supplier Portal at <https://pasupplierportal.state.pa.us/irj/portal/anonymous>, Enterprise Applications. If a Contractor does not have access to the Internet, the Contractor shall send the reports, using the form and in the format prescribed by DGS, on compact disc via US Postal

Service to the DGS COSTARS Program Office, Bureau of Procurement, 6th Floor Forum Place, 555 Walnut Street, Harrisburg, PA 17101-1914.

2. For each PO received, the Contractor shall include on the report the name and address of each COSTARS-Registered Purchaser that has used the Contract along with the sales date, and dollar volume of sales to the specific Purchaser for the reporting period.
3. DGS may suspend the Contractor's participation in the COSTARS Program for failure to provide the Quarterly Sales Report within the specified time.

H. Additional information regarding the COSTARS Program is available on the DGS COSTARS Website at www.costars.state.pa.us.

1. If the Contractor is aware of any qualified entity not currently registered and wishing to participate in the COSTARS Program, please refer the potential purchaser to the DGS COSTARS Website at www.costars.state.pa.us, where it may register by completing the online registration form and receiving DGS confirmation of its registration. To view a list of currently-registered COSTARS member entities, please visit the COSTARS website.
2. Direct all questions concerning the COSTARS Program to:

Department of General Services
COSTARS Program
555 Walnut Street, 6th Floor
Harrisburg, PA 17101
Telephone: 1-866-768-7827
E-mail GS-PACostars@pa.gov



REGISTERING AS A SUPPLIER



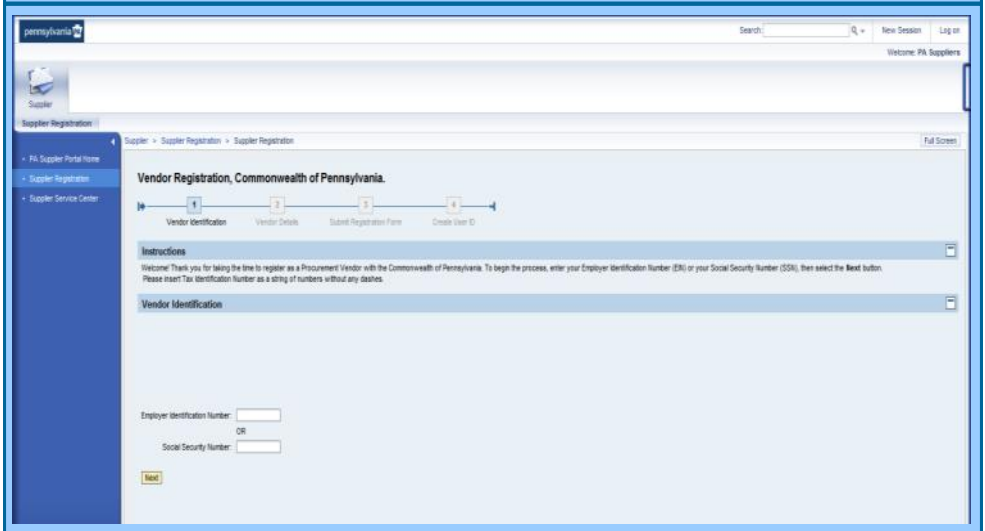
**The Commonwealth of Pennsylvania
Department of General Services
Bureau of Procurement**

www.dgs.pa.gov

REGISTERING AS A SUPPLIER

If you have never done business with the Commonwealth of Pennsylvania, by following the four steps described in this guide, your company will become registered with us. These four steps are as follows:

STEP 1 - VENDOR IDENTIFICATION



The screenshot displays the Pennsylvania Supplier Registration portal. The page title is "Vendor Registration, Commonwealth of Pennsylvania." A progress bar at the top indicates four steps: 1. Vendor Identification (current step), 2. Vendor Details, 3. Submit Registration Form, and 4. Create User ID. Below the progress bar, there are instructions for the user to enter their Employer Identification Number (EIN) or Social Security Number (SSN) and click the "Next" button. The form fields are labeled "Employer Identification Number:" and "Social Security Number:" with "OR" between them. The "Next" button is highlighted in yellow.

- A. Begin by going to www.pasupplierportal.state.pa.us.
- B. Select Supplier Registration from the left sidebar menu.
- C. Enter your Employer Identification Number (EIN) or your Social Security Number (SSN), then select the Next button.

STEP 2 - VENDOR DETAILS

Vendor Registration, Commonwealth of Pennsylvania.



Instructions

Complete the registration form below and select the **Next** button. Please do not use Parentheses to separate the area code within the telephone or fax numbers. Enter entire number as a string of 10 numbers or use dashes to separate the groups of numbers. Important: Fields with a * indicate that an entry is required.

Vendor Identification

Employer Identification Number (EIN): Social Security Number (SSN):

Address Data

Disregarded Entity: Yes No

* Legal Name:

Name of the Company (if different than Legal Name):

* Name of Person Creating Registration:

* Business Type:

This text will appear on the W-9 Form

Exempt payee code (if any):

Exemption from FATCA reporting code (if any):

* E-Mail Address:

* Telephone:

Extension:

Fax:

Extension:

Street Number and Name: If PO Box is used then Street Number and Name cannot be used

Street 2 (apt. or suite no., room no., floor no. etc.):

* City:

* County:

* State:

* Zip:

* Country:

PO BOX:

If Street Number and Name are used then PO Box cannot be used

PO Box Country:

Which Product Categories can you Deliver?

At least one product category must be selected

* Select the language in which you want to send the questionnaires:

BUILDING & CONSTRUCT MATERIAL/SERVICES

Data Privacy Statement

Data Privacy Statement Terms must be accepted before being able to move to the next page

DISCLAIMER: Registering as a Commonwealth SRM vendor does not guarantee that your business will be awarded any contract or purchase order to provide supplies to or perform services for the Commonwealth of Pennsylvania. Further, registering does not guarantee that your business or organization will receive any financial assistance including state or federal grant monies from the Commonwealth of Pennsylvania. Registering as a Commonwealth SRM vendor should not be construed as applying for any necessary license to deliver supplies or perform services in a regulated industry in Pennsylvania. Your business would need to seek such a license from the appropriate Commonwealth Agency.

DATA PRIVACY: Information provided through the PA Vendor Portal will be used in the purchasing and accounting activities of the Commonwealth and will not be limited in its use to one Commonwealth agency. Information is retained in accordance with existing Commonwealth policy and laws, including the Pennsylvania Right to Know Law, 65 P.S. Section 66.1 et seq.

TERMS: By submitting information through the PA Supplier Portal, you are agreeing on behalf of the person or entity identified to one (1) default remit to address and one (1) Automatic Clearing House (ACH) bank account.

CERTIFICATION: By submitting information through the PA Vendor Portal, you certify that: (1) you are authorized to submit the information for, or on behalf of, the person or entity identified; and, (2) all of the information is true and correct to the best of your knowledge, information, and belief. Any false statements made by you on or in the PA Vendor Portal are subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

Yes, I have read the data privacy statement and accept the terms.

A. Complete the following fields in the Address Data section:

- **Legal Name:** The primary name by which your company (OR the individual's name if registering with a social security number) is currently listed with the IRS.

- **Name of the Company:** Complete this field if the name of your company is different than the legal name listed above. Note clearly if this is a DBA (doing business as), a Disregarded Entity, etc.

- **Name of the Person Creating Registration**
- **Business Type:** Select the legal description of your business.
- **Exempt payee code or Exemption from FATCA reporting code** (if any)
- E-Mail Address:** Enter a valid e-mail address for the person who will set up the Administrative User account for your company.
- **Telephone and Fax:** These fields are each 10 digits and may not contain any dashes.
- **Street:** Enter your company street address. If you use a PO Box, please enter your PO Box in the “PO Box” field further down. *The system will not accept both fields being completed.*
- City, State, and Country:** Where your company is located.
- **ZIP Code:** Enter your state and entire nine-digit ZIP+4 code. *The ZIP+4 can be found at www.USPS.com.*
- **PO Box:** Enter your company’s PO Box. If none exists, please enter your street address in the “Street” field. *The system will not accept both fields being completed.*

B. Complete the Product Categories section by choosing *Building & Construct and/or Materials/Services* for your company type.

- Below, carefully read the **Disclaimer, Data Privacy, Terms** and **Certification Notices**, and check the box stating that you accept the terms and conditions.
- Look over the responses carefully.
- Click the “Next” box once.

C. Carefully review the information on the W9 form displayed on the next page. If the information is correct, select the checkbox to confirm your electronic signature on the form and then select the “Submit W9” button to proceed to the confirmation screen. If the information is not correct, select the “Back” button to revise it.

D. Upon submission, an e-mail acknowledgement will be sent that verifies your company information has been successfully received.

After your information has been submitted, check the specified e-mail account for a message from **SRMSVC@pa.gov**. This e-mail should arrive within one business day. *If you do not receive the e-mail within this timeframe, contact the **Help Desk** at (877) 435-7363 and select **Option #1** from the menu.*

A. When you receive your e-mail, read it carefully.

The link contained in this e-mail can only be used once. This e-mail can not be forwarded, copied or pasted, or the link will not work.

B. Follow the link within the e-mail and complete the following fields:

- **User Name:** Create a user name of your choice.
- **Password:** Create a temporary password that must have at least 7 characters (including at least one upper case letter, one lower case letter, one number and one special character). Special characters are the symbols created by holding the SHIFT key and typing any number from 0-9, such as \$, #, @, or *. *This password will need to be changed after the Administrative User is created and may not be re-used. It also cannot contain elements of the User Name.*
- **Confirm Password:** Re-enter the temporary password.
- **Salutation:** Select an option from the drop-down menu.
- **First Name / Last Name:** Enter the administrator's first / last name.
- **E-Mail Address:** Enter a valid e-mail address.
- **Country:** Select from the drop-down menu, if necessary.
- **Language:** Select from the drop-down menu, if necessary.
- **Telephone and Fax:** These fields are each 10 digits and may not contain any dashes.
- **Item and Department:** Use these two fields to help identify additional personnel and items.
- **Date Format:** Select your preferred date format from the drop-down menu.
- **Decimal Format:** Allow the default option to remain.
- **Time Zone:** Select your region's official time zone.
- **Registration ID:** PLEASE DO NOT ENTER OR CHANGE ANYTHING IN THIS FIELD. It contains a default from your encrypted e-mail. *If this field is blank, please call the Help Desk at (877) 435-7363 and select Option #1 from the menu.*

Review your selections to ensure everything is correct. Select the checkbox to confirm that you have read the statements and accept the terms.

C. Select the Create button located below the checkbox. This will complete the "Create Administrative User" process.

Upon submission, a confirmation message displays and states that the User and Password were successfully created. *This message will also contain your newly-assigned Vendor Number and a link to redirect you back to the PA Supplier Portal login page.*

pennsylvania Welcome PA Suppliers Help | Log On

SUPPLIER LOGON

Supplier
Supplier Registration

Detailed Navigation

- PA Supplier Portal Home
- New Supplier Registration
- Existing Supplier Registration
- Supplier Service Center

PLEASE WRITE DOWN OR PRINT THE FOLLOWING INFORMATION:

- * Your User Name
- * Your Temporary Password
- * Vendor Number 0000

THIS INFORMATION WILL BE NEEDED IN PHASE 3.

FIRST, you should Log In to the Supplier Portal at <http://www.pasupplierportal.state.pa.us>, to change your Temporary Password to a New Password.

NEXT, Log Out of the Supplier Portal and wait up to 20 minutes for the system to recognize your Administrative User information.

Once the system has recognized your Administrative User information, you may Log Back In to the PA Supplier Portal to Update your Company Data, Add Bank Data, Create Additional Users and Respond to Solicitations.

PHASE 2 IS COMPLETE.

Select "SUPPLIER LOGON" located in the upper left corner of the screen to begin PHASE 3.

STEP 3 - SUBMIT REGISTRATION LOG IN / MANAGE BIDDER

pennsylvania

Welcome Pennsylvania Suppliers! If you are using a screen reader and would like to request the enhanced accessibility option for this website, please call the toll free number 877-435-7363, option 1, between 8:00 AM and 4:30 PM, Monday thru Friday.

The PA Supplier Portal is a secure site. The PA Supplier Portal certified browsers are Internet Explorer 8.0 through 11.0. Other products may work; however, full functionality cannot be assured.

User *

Password *

Login Problems? [Reset Password](#) Forgot your User ID? Contact the Payable Service Call Center at 877-435-7363, option 1
Or email PA-PSC-SRMPORTAL@pa.gov

- Follow the Supplier Portal link (www.pasupplierportal.state.pa.us) and log in using your User Name and temporary password.
- When prompted, change your temporary password to a new one. Your User Name will default in the User ID field. Please complete the following three fields to complete the process:

- **Old Password:** Type in your temporary password.
- **New Password:** Enter a new password, making sure to follow the previously outlined requirements (see Phase #2, section B).
- **Confirm Password:** Re enter your new password.

Select the **Change** button to complete the password change. *You will now be logged in as the Vendor Administrator and taken to the welcome screen.*

C. Once your password is changed, you will need to click “Log Out” in the upper right-hand corner and wait at least 30 minutes for the system to refresh your registration data before attempting to log in again or change any information.

An e-mail titled “W9 Form for Vendor” will be sent to the e-mail address submitted in Phase 1 requesting a signed and dated IRS W9 form. Please be sure to write the vendor number at the top of the W9 prior to returning it via fax or include the vendor number somewhere within the returning email.

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Once these three steps are completed, you’ll be officially registered with us. Congratulations on becoming a new supplier, and welcome to the Commonwealth of Pennsylvania!

Now that you are registered with the PA Supplier Portal, please enter and update your Company Data and Administrative Information including the default remit-to address for receipt of payments as applicable. Please click <http://www.pasupplierportal.state.pa.us> to get started. The following actions are also recommended:

-
- **Enter Bank Data**
This section can be found under the **Manage Bank Data & Product Categories** tab on the left navigation pane, and will enable your company to receive payments via ACH.
- **Register for E-Alerts**
This valuable feature will enable you to “subscribe” to all upcoming solicitations applicable to your company. For more information on E-Alerts or to register online, please visit <http://www.dgsweb.state.pa.us/EAlerts/>.

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**For more information about Registering
as a Supplier, please contact:**

**Customer Support Center
(877) 435-7363, Option #1**

**Department of General Services
Bureau of Procurement
555 Walnut Street, 6th Floor
Harrisburg, PA 17101**

www.dgs.state.pa.us/procurement

**Janice Pistor
*Chief Procurement Officer***

**Kenneth Hess
*Deputy Secretary, Procurement***

**Curtis Topper
*Secretary, Department of General Services***

**Tom Wolf
*Governor***

Revised April 2019

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SOLICITATION ADDENDUM

Date: **June 22, 2022**
Subject: **Two-Way Radio Equipment & Services**
Solicitation Number: **6100055625**
Due Date/Time: **July 19, 2022/ 13:00**
Addendum Number: **1**

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation “Addendum” as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals).

The following changes have been made to the solicitation identified above:

1. Addition of Questions and Answers.

Type of Solicitation: Electronic Bid (SRM) - Review the Questions section of your solicitation response to ensure you have responded, as required, to any questions relevant to solicitation addenda issued subsequent to the initial advertisement of the solicitation opportunity.

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous solicitation addenda, remain as originally written.

Respectfully,

Name: **Raeden Hosler**
Title: Commodity Specialist
Phone: 717.787.4103
Email: rhosler@pa.gov

Questions & Answers
 IFB 6100055625
 Two-Way Radio Equipment and Services

#	Question	Answer
1	What is the estimated funding source, or budget for this project?	This is not a single project. This is a statewide purchasing contract, purchasing by agency on an as needed basis with state funds
2	Has funding been secured, or is that expected to take place at a later date?	Funding is per agency need on a fiscal year.
3	Is this a new requirement?	Replacement of current contracts which can be found PA - eMarketplace (state.pa.us) by searching contract number 6100039075
4	Or is there an incumbent vendor providing these services?	Replacement of current contracts which can be found PA - eMarketplace (state.pa.us) by searching contract number 6100039075
5	If so, what is the contract number, vendor name, and term of the contract?	Replacement of current contracts which can be found PA - eMarketplace (state.pa.us) by searching contract number 6100039075
6	Is there a timeline for when this project must be started or awarded?	Awarded contracts are to start 1/1/23 for 3 years with two, one-year optional renewals.
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SOLICITATION ADDENDUM

Date: **June 28, 2022**
Subject: **Two-Way Radio Equipment & Services**
Solicitation Number: **6100055625**
Due Date/Time: **July 19, 2022/ 13:00**
Addendum Number: **2**

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation “Addendum” as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals).

The following changes have been made to the solicitation identified above:

1. Appendix F BOP-1201 General_Instructions_to_Bidders.docx and replaced with APPENDIX F BOP-2201-06 WORKER PROTECTION FORM
2. Removed BOP-1201 General_Instructions_to_Bidders.docx.

Type of Solicitation: Electronic Bid (SRM) - Review the Questions section of your solicitation response to ensure you have responded, as required, to any questions relevant to solicitation addenda issued subsequent to the initial advertisement of the solicitation opportunity.

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous solicitation addenda, remain as originally written.

Respectfully,

Name: **Raeden Hosler**
Title: Commodity Specialist
Phone: 717.787.4103
Email: rhosler@pa.gov



SOLICITATION ADDENDUM

Date: **July 13, 2022**
Subject: **Two-Way Radio Equipment & Services**
Solicitation Number: **6100055625**
Due Date/Time: **July 19, 2022/ 13:00**
Addendum Number: **3**

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation “Addendum” as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals).

The following changes have been made to the solicitation identified above:

1. Addition of Questions and Answers.

Type of Solicitation: Electronic Bid (SRM) - Review the Questions section of your solicitation response to ensure you have responded, as required, to any questions relevant to solicitation addenda issued subsequent to the initial advertisement of the solicitation opportunity.

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous solicitation addenda, remain as originally written.

Respectfully,

Name: **Raeden Hosler**
Title: **Commodity Specialist**
Phone: **717.787.4103**
Email: **rhosler@pa.gov**

Questions & Answers
 IFB 6100055625
 Two-Way Radio Equipment and Services

#	Question	Answer
1	What is the estimated funding source, or budget for this project?	This is not a single project. This is a statewide purchasing contract, purchasing by agency on an as needed basis with state funds
2	Has funding been secured, or is that expected to take place at a later date?	Funding is per agency need on a fiscal year.
3	Is this a new requirement?	Replacement of current contracts which can be found PA - eMarketplace (state.pa.us) by searching contract number 6100039075
4	Or is there an incumbent vendor providing these services?	Replacement of current contracts which can be found PA - eMarketplace (state.pa.us) by searching contract number 6100039075
5	If so, what is the contract number, vendor name, and term of the contract?	Replacement of current contracts which can be found PA - eMarketplace (state.pa.us) by searching contract number 6100039075
6	Is there a timeline for when this project must be started or awarded?	Awarded contracts are to start 1/1/23 for 3 years with two, one-year optional renewals.
7	Specifications, I-3 IT Policies. There are dozens of IT policies listed. Respectfully request the Commonwealth identify applicable IT policies that apply to this IFB.	Due to the complexity of items potentially available, different ITP's may apply to different purchase orders.
8	Specifications, F. Orders: 1. Order Acceptance. Basically says bidders must accept Pcard transactions. Not all bidders can process Pcard payments/transactions. Therefore, respectfully request the Commonwealth amend this provision (and other Commonwealth Contract "Pcard" Terms and Conditions (V-7 and V-23b.)) by adopting the COSTARS Contract Terms and Conditions (10. D. PAYMENT) giving the contractors the option to accept Pcard transactions (see below). "d. The Contractor shall specify in the Bid Item Workbook whether it will accept any Purchaser credit card(s) as a method of payment and if so, the particular type(s) of credit card(s) accepted."	The language will remain as written.
9	Specifications, II-1, F. Orders, 3. Order Delivery. Respectfully request Commonwealth condense provision to delivery of "equipment" with no distinction between COTS and custom equipment while retaining "unless otherwise agreed upon between the Commonwealth and the vendor."	The language will remain as written.

Questions & Answers
 IFB 6100055625
 Two-Way Radio Equipment and Services

#	Question	Answer
10	<p>Specifications, II-3 Service Requirements. F. Service Level Agreements (SLAs). Bidder questions how the Commonwealth can determine or differentiate between bidder COTS and custom equipment and why it is even necessary when the Commonwealth can remove the first SLA for delivery of “COTS” as it is not necessary if the Commonwealth then tailors the second delivery SLA from “custom order” equipment to simply “equipment”. (This request dovetails with Question 3 above.) Second, bidder respectfully requests clarification of second SLA’s Service Credit be limited to the late equipment only and not necessarily for the price of the whole order if only some equipment was late and some equipment was delivered on time. Accordingly, Service Credit would have to be tailored something like this: “5% of the cost of the <u>late equipment in</u> the order for each occurrence.”. Finally, is the Commonwealth amenable to incorporating other aspects of the SLAs, e.g. NTE \$, grace period, etc.?</p>	<p>Custom equipment would be stated on the quote and PO. Otherwise, it is considered COTS. The service credit is at the discretion of the business area. Communication from the vendor to COPA about delay of shipments must start on the quotes and continue through delivery or cancelation of the order. This would apply to all SLAs with Service Credits.</p>
11	<p>COSTARS PROGRAM CLAUSE, Purchasers (and Contract Terms and Conditions 1-9 and II-1). If bidder already has a COSTARS Contract and pays an annual fee of \$1,500, in the event of a Commonwealth contract, would the awarded bidder have to pay an additional \$1,500 fee?</p>	<p>COSTARS is an optional program that requires payment for each enabled contract.</p>
12	<p>Contract Terms and Conditions, I-6, Submission of Bids. c. Although the Specifications and Contract Terms are non-negotiable, bidder would like to include “cloud” products and services which require supplemental terms and conditions to address the “cloud” products and services. Would the Commonwealth entertain such “cloud”-specific, supplemental terms and conditions?</p>	<p>Cloud and software will be handled on an as needed basis with the completion of a software license agreement that would be negotiated separately, and procurement of such products could not occur until such agreement was fully executed.</p>

Questions & Answers
 IFB 6100055625
 Two-Way Radio Equipment and Services

#	Question	Answer
13	<p>V-29 Contract Terms and Conditions, V-29, Default and V-31c., Termination for Cause. The Commonwealth's Default and Termination for Cause provisions do not include a specific, express cure period for the Contractor and; therefore, bidder respectfully requests Commonwealth incorporate a commercially reasonable cure period for all bidders substantially similar to the COSTARS Contract Terms and Conditions, Section 21 cure period of 10 days (see excerpt below).</p> <p style="padding-left: 40px;">From COSTARS Contract Terms and Conditions, Section 21. DEFAULT. (Excerpt) "Such cure period should be not less than 10 days but can be as long as the Purchaser deems reasonable and appropriate."</p>	<p>The language will remain as written.</p>
14	<p>V.48 Contract Terms and conditions, V.48, Insurance. Bidders do not routinely provide copies of their insurance policies, etc. to buyers. Respectfully request the Commonwealth consider amending V.48 to align with current insurance industry practice which bidder can provide for review and approval. A sample Certificate of Insurance can also be provided to your risk management department for review and approval. Please advise if the Commonwealth will receive such documentation for review and approval and possible amendment to V-48 itself for all bidders' benefit.</p>	<p>V.48 states: "The Commonwealth shall have the right to inspect the original insurance policies." Note, however, that this section also provides that "Prior to commencement of the work under the Contract and at each insurance renewal date during the term of the Contract, the Contractor shall provide the Commonwealth with current certificates of insurance."</p> <p>Policy review is only required when requested, but certificates of insurance naming COPA as additional insured are required.</p>

Questions & Answers
 IFB 6100055625
 Two-Way Radio Equipment and Services

#	Question	Answer
15	<p>Contract Terms and Conditions, V-27 , Hold Harmless. Respectfully request the Commonwealth incorporate a commercially reasonable limitation of liability substantially similar to that set forth in COSTARS Contract Special Terms and Conditions for IT Hardware (see excerpt below) for all bidders:</p> <p style="padding-left: 40px;">“11. Limitation of Liability. Section 18 of the Standard Terms and Conditions is amended by the addition of the following at the end of the existing language:</p> <p style="padding-left: 40px;">The Contractor's liability to any Purchaser under any PO issued under the Contract shall be limited to: (i) the greater of \$1,000,000 or the value of the PO (including any amendments) for POs of \$500,000 or more or (ii) the greater of \$100,000 or two times the value of the PO for all other POs, unless otherwise specified in the PO. This limitation will apply, except as otherwise stated in this paragraph, regardless of the form of action, whether in contract or in tort, including negligence. This limitation does not, however, apply to damages for:</p> <ul style="list-style-type: none"> a. Bodily injury; b. Damage to real property or tangible personal property for which the contractor is legally liable; or c. The contractor's indemnity of DGS and any Purchaser for patent, copyright, trade secret, or trademark protection. <p style="padding-left: 40px;">In no event will the contractor be liable for lost profits, lost revenue or lost savings. In no event will the contractor be liable for damages due to lost records or data, except for contractor liability associated with viruses or malicious, mischievous or destructive programming. Notwithstanding the foregoing, the contractor shall provide reasonable assistance to any Purchaser in restoring such lost records or data to their most recent backup copy.”</p> <p>and include a mutual limitation of liability for indirect damages substantially similar to “In no event will Commonwealth or Contractor or any of its suppliers or licensors be liable for any indirect, special, exemplary, consequential or incidental damages (including lost profits, lost revenues, lost data and other economic losses), however caused and regardless of whether such damages are foreseeable or whether Commonwealth or Contractor has been advised of their possibility.</p>	<p>The language will remain as written.</p>

Questions & Answers
 IFB 6100055625
 Two-Way Radio Equipment and Services

#	Question	Answer
16	<p>Contract Terms and Conditions, V-6, Definitions, d. Developed Works and Developed Materials. Respectfully request the Commonwealth delete this definition as bidder(s) is(are) not “developing” any Works of Materials; simply providing COTS products, software, and services. Also, bidder does not allow software to be copied. Commonwealth will need a license grant allowing it to use Nokia’s software which is licensed, not sold. Would Commonwealth entertain incorporating a provision in the Specifications or the Contract Terms stating that bidder’s IP is governed by the manufacturer’s software license or equivalent. verbiage?</p>	The language will remain as written.
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Original Approval Date: 11/18/2022

Page 2 of 3

ORIGINAL
QUOT - Invitation For Bid
P00764498 03/22/2022 09:51

Supplier Name:

[INDUSTRIAL BATTERY AND SERVICES INC](#)

General Requirements for all Items:

Header Text

This is a solicitation for the purchase of Two-Way Radio Equipment & Services in accordance with the exact specifications as described in Invitation for Bid #600055625. Reference Item Tendering Text for full line item specifications. Should you have any questions on this solicitation please contact Raeden Hosler at: RA-GSITPROCUREMENT@pa.gov SUBJECT: RFX 600055625. Please read and reference "1. Specifications".

Pursuant to Executive Order 2021-06, Worker Protection and Investment (October 21, 2021), the Commonwealth is responsible for ensuring that every Pennsylvania worker has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with all applicable Pennsylvania state labor and workforce safety laws. Such certification shall be made through the Worker Protection and Investment Certification Form (BOP-2201) and submitted with the bid, proposal or quote.

Bidders must answer the two Mandatory questions.

If a Bidder is submitting as a Reseller it must include a Manufacturers Authorization Letter which clearly states the Bidder is authorized to provide the OEM's equipment. The Manufacturers Authorization Letter must reference the Commonwealths IFB 6100055625 for Two-Way Radio Equipment & Services.

To assist you with the bidding process are the following documents:

New Vendor Registration Guide, and Attaching Bid Documents .

There is an E-Alert Guide that will instruct you how to sign up for automatic email notifications for future solicitations that fall within your scope of work.

The following forms are mandatory and must be saved onto your desktop, completed, and uploaded into your bid:

GSPUR-89 Reciprocal Limitations Act Requirements Form, BOP 1307 Lobbying Certification form, BOP 2201 Worker Protection Form and the Iran Free Procurement Certification Form and Domestic Workforce Utilization Certification Form .

*** No further information for this bid ***

ATTRIBUTES PAGES TO FOLLOW

Total of Items
on Previous Page



Original Approval Date: 11/18/2022

Page 3 of 3

ORIGINAL

QUOT - Invitation For Bid

P00764498 03/22/2022 09:51

Supplier Name:

INDUSTRIAL BATTERY AND SERVICES INC

***** Attributes Page *****

Mandatory QUESTION #02 - Is the offer in accordance with the "Representations and Authorizations" listed in section "Submission – 001.1" of the attached solicitation document?

Response: Y

Mandatory QUESTION #01 - Has the submitter read, and does the submitter understand, the "Representations and Authorizations" listed in section "Submission – 001.1" of the attached solicitation document?

Response: Y

ABB Gemini parts list and pricing PA

Part Number	Description	PRICE
150045738	48V Plant 2 Shelf AC5H, LVBD	\$3,873.15
109158878	Rectifier -48, 50A	\$584.55
848798702	Blank for rectifier slot	\$18.23
848828938	Rack Blue 7'x23"	\$681.75
848817635	Alarm cable 25'	\$220.54
848842955	Batter Tray 23"	\$236.25
999147501	Battery Breaker 150A with 2AWG cables	\$329.40
109103157	GMT 6 position fuse block	\$140.24
109155371	Bulk Battery Terminal Panel	\$286.20
	BREAKERS	
407998137	3A	\$40.50
407998145	5A	\$40.50
407998152	10A	\$40.50
407998160	15A	\$40.50
407998186	20A	\$40.50
407998194	25A	\$40.50
407998202	30A	\$40.50
408213486	40A	\$40.50
407998210	45A	\$40.50
407998228	50A	\$40.50
407998236	60A	\$40.50
407998244	70A	\$40.50
407998251	80A	\$40.50
848808551	100A double pole	\$101.25
408185346	150A double pole	\$101.25



LOBBYING CERTIFICATION FORM

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

<https://www.gsa.gov/Forms/TrackForm/33144>

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

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

SIGNATURE:

TITLE:

President

DATE:

7/15/2022

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	NAME OF MANUFACTURER	STATE (OR FOREIGN COUNTRY) OF MANUFACTURE
Absolyte GP Batteries	Stryten Energy	Arkansas
Battery Monitoring Equipment	BatteryDAQ	Maryland
Infinity DC Power Equipment	ABB	Mexico
Unigy and Fahrenheit Batteries	East Penn Manufacturing	Pennsylvania

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: Industrial Battery & Services, Inc.
535 Andrews Road
Suite 200
Trevoise, PA 19053

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: 535 Andrews Road, Suite 200, Trevoese, PA 19053

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: 11/22/1996

(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: _____

(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 of 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: _____

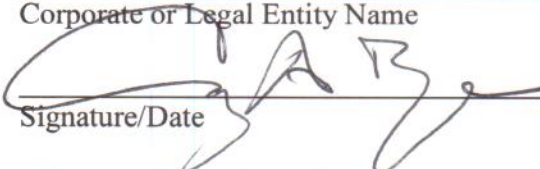
COSTARS PROGRAM ELECTION TO PARTICIPATE

If awarded a Contract, our firm agrees to sell the awarded items/services at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to registered COSTARS Members who elect to participate in the contract. Our firm also agrees to pay the applicable Administrative Fee (\$1500 or \$500 for a Department of General Services Self-Certified Small Business) at the beginning of each contract year and upon each contract renewal date.

If you are a Department of General Services Self-Certified Small Business, you must submit a copy of your active Small Business Procurement Initiative (SBPI) certificate with your bid response.

Industrial Battery & Services, Inc.

Corporate or Legal Entity Name


Signature/Date

7/15/2022

Corey A. Byrne / President

Printed Name/Title

Dedicated Contacts

	Contact Name	Contact Email	Contact Phone
Account Manager:	Corey A, Byrne	coreybyrne@ibsbattery.com	215-669-5658
Service Manager:	Albert Worrall	albert@ibsbattery.com	215-589-2628
Service Desk number:		ibs@ibsbattery.com	215-942-8797
OEM contact:			



WORKER PROTECTION AND INVESTMENT CERTIFICATION FORM

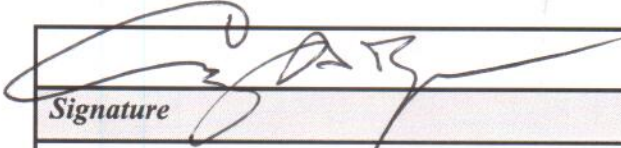
A. Pursuant to Executive Order 2021-06, *Worker Protection and Investment* (October 21, 2021), the Commonwealth is responsible for ensuring that every worker in Pennsylvania has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with Pennsylvania's Unemployment Compensation Law, Workers' Compensation Law, and all applicable Pennsylvania state labor and workforce safety laws including, but not limited to:

1. Construction Workplace Misclassification Act
2. Employment of Minors Child Labor Act
3. Minimum Wage Act
4. Prevailing Wage Act
5. Equal Pay Law
6. Employer to Pay Employment Medical Examination Fee Act
7. Seasonal Farm Labor Act
8. Wage Payment and Collection Law
9. Industrial Homework Law
10. Construction Industry Employee Verification Act
11. Act 102: Prohibition on Excessive Overtime in Healthcare
12. Apprenticeship and Training Act
13. Inspection of Employment Records Law

B. Pennsylvania law establishes penalties for providing false certifications, including contract termination; and three-year ineligibility to bid on contracts under 62 Pa. C.S. § 531 (Debarment or suspension).

CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the contractor/grantee identified below, and certify that the contractor/grantee identified below is compliant with applicable Pennsylvania state labor and workplace safety laws, including, but not limited to, those listed in Paragraph A, above. I understand that I must report any change in the contractor/grantee's compliance status to the Purchasing Agency immediately. I further confirm and understand that this Certification is subject to the provisions and penalties of 18 Pa. C.S. § 4904 (Unsworn falsification to authorities).

	7/15/2022
Signature	Date
Corey A. Byrne	
Name (Printed)	
President	
Title of Certifying Official (Printed)	
Industrial Battery & Services, Inc.	
Contractor/Grantee Name (Printed)	

Sentry Battery Monitor™ Selection Chart

Sentry-	NB4	NB8	0412S6	2402W2
				
Typical Application	Broadband Cabinet	Broadband Cabinet	Cellular site	Central Office
String Voltage	-48V or 24V	-48V	-48V	-48V
Battery Configuration	4x12V, 1 string 2x12V, 1 string	4x12V, 2 strings 8x6V, 1 string	4x12V 1 to 6 strings per unit	24x2V, 1 string per unit
Power Supply	Internal	Internal	Internal	Internal
Current Sensor (100A/400A/1000A)	Current sensor (5V)	Current sensor (5V)	Current sensor (+/-12V)	Current sensor (+/-12V)
Temperature	1 sensor	1 sensor	2 sensors	2 sensors
Internal Resistance Resolution	0.01 mohm	0.01 mohm	0.01 mohm	0.001 mohm
Cell-cell Connection	No	No	No	Yes
Extra Analog Input	No	No	1 Channel	1 Channel
Extra Digital Input	No	No	3 inputs	3 inputs
Alarm Output	1 NC	1 NC	2 NC	2 NC
Serial Port(s) for Modbus	RS232 for debug/test	RS232 for debug/test	RS232, RS485	RS232, RS485
Dimensions (exclude mounting part)	32W*115H* 90L 4.50"*1.25"*3.50"	80W*27H*130L 3.2"*1.06"*5.2"	165W*31H*165L (mm) 6.5"W*1.22"H*6.5"L	216W*42H*182D (mm) 8.5"W*1.65"H*7.2"D
Ethernet Network	Internal	Internal	Internal	Internal
LIST (USD)	\$980.00	\$1,135.00	\$2,205.00	\$3,115.00

East Penn (MK) Battery Price Sheet Effective July 15 2022

UNIGY HR SERIES - TOP TERMINAL

Part Number	Volt	Watts Per Cell	Weight	List Price
HRC950	12	550	93	\$671.74

UNIGY HR SERIES FR

Part Number	Volt	Watts Per Cell	Weight	List Price
U1HR1500	12	119	26	\$276.12
45HR2000	12	168	40	\$342.50
31HR5000	12	475	97	\$783.15
HR3000	12	310	61.5	\$489.41
HR3500	12	370	71.5	\$556.82
HR4000	12	420	81	\$645.79
HR5500	12	550	105.5	\$859.12

FRONT ACCESS

HR3500ET	12	370	75.5	\$774.41
HR5500ET	12	550	115	\$1,066.06
HR7000ET	12	700	144	\$1,177.24
HR7500ET UB5	12	750	150	\$1,350.21

UNIGY 1 SERIES

Part Number	Volt	AMP HOUR	Weight	List Price
12AVR-30	12	27.2	22	\$317.00
12AVR-30C	12	27.2	24	\$347.94
12AVR-40	12	35.2	27.5	\$359.68
12AVR-40C	12	35.2	29.5	\$391.68
12AVR-75	12	70.4	54	\$444.44
12AVR-90	12	82	64.5	\$512.12
12AVR-100	12	94.1	71	\$571.35
12AVR130	12	125	97	\$790.38

FRONT ACCESS

12AVR-100ET	12	96	69	\$691.47
12AVR-145ET	12	145	102.5	\$878.76

FAHRENHEIT

Part Number	Volt	AMP HOUR	Weight	List Price
HT30	12	28.2	26	\$378.09

FRONT ACCESS

HT80ET	12	70	57	\$761.06
HT145ET	12	140	102	\$1,083.85
HT150ET	12	145	103	\$1,090.53
HT170ET	12	164	118	\$1,203.00
HT200ET	12	190	151	\$1,480.82

Part Number	Volt	WATTS PER CELL	Weight	List Price
HT7500ET	12	750	151	\$1,480.82



1330 Burlington Ave N.
St. Petersburg, FL 33705

July-18-2022

Subject: manufacturer authorization letter. Commonwealth IFB 6100055625

To whom it may concern:

This is affirm that Industrial Battery System Inc with address at 535 Andrews Rd Treiose PA 19053 is a factory authorized agent/reseller and service company in good standing with ABB.

In addition, IBS is authorized to participate in the commonwealth IFB 6100055625 for ABB.

Please contact me directly if you have any questions regarding to this letter.

A handwritten signature in black ink, appearing to read "Eric Gonzalez".

Eric Gonzalez



Gemini Power Systems, Inc.

Eric Gonzalez

Key Account Executive

Ofc. 727-563-9770, ext. 104

Fax. 727-568-9663

Cell. 954-547-3234

Email: Egonzalez@gps-us.com

Website: www.geminipower.com

BatteryDAQ LLC
11101 Gilroy Rd, Ste. 1
Hunt Valley, MD 21031-1330
Tel 410-337-5233 Fax 484-687-9904
www.batterydaq.com



July 18, 2022

To whom it may concern regarding Commonwealth IFB 6100055625 for Two-Way radio and equipment service,

Industrial Battery & Services, Inc
535 Andrews Rd. Suite 200

Trevoise PA. 19053

is authorized to quote and distribute BatteryDAQ monitoring systems. All BatteryDAQ monitoring systems are domestically manufactured in Baltimore county MD. USA

Best regards,

Michael Bagliani

Sales Manager

BatteryDAQ Monitoring Solutions

A handwritten signature in blue ink, appearing to read "Michael Bagliani". The signature is fluid and cursive, with a long horizontal stroke at the end.



MK Battery
1631 South Sinclair Street
Anaheim, California 92806
Tel: 714-937-1033
Fax: 714-937-0818
www.mkbattery.com

July 18, 2022

MANUFACTURER AUTHORIZATION LETTER

To Whom It May Concern;

MK BATTERY hereby authorizes Industrial Battery & Services, Inc. to provide the Deka 12AVR130, 12AVR170ET, and the HT80ET for the Commonwealth IFB 6100055625 for Two-Way Radio Equipment & Services.

Best regards,

A handwritten signature in black ink, appearing to read 'Rick Spiegel', is written over the 'Best regards,' text.

Rick Spiegel
VP of Sales
MK Battery
1631 S. Sinclair Street
Anaheim, CA 92806
(800) 372-9253 Ext. 2035



July 15, 2022

Subject: Manufacturer Authorization Letter - Commonwealth IFB 6100055625 for Two-Way Radio Equipment & Services.

To whom it may concern:

This is to affirm that Industrial Battery Systems, Inc (IBS), with address located at 535 Andrews Road, Trevoze, PA 19053 is a factory authorized Agent/Reseller and Service company in good standing with Stryten Energy/GNB Network Power Batteries.

In addition, IBS is authorized to participate in the Commonwealth IFB 6100055625 for Two-Way Radio Equipment & Services R.F.P.

Please contact me directly if you have questions or concerns regarding this letter.

Sincerely,

A handwritten signature in blue ink that reads "Eric R. Nordhoff". The signature is written in a cursive style with a large initial "E".

Eric R. Nordhoff
Zone Sales Manger – East
Ph: 443-518-6287
eric.nordhoff@stryten.com

Section 122.60

MARATHON

Model Number	Nom. AH C8 to 1.75VPC @ 25 deg C	Unit List Price
-------------------------	---	----------------------------

Front Terminal High Temperature Series*

M12V155FTX*	155	\$1,170
M12V180FTX*	180	\$1,374

Notes:

See Section 122.61 for connector and accessories.

*** Available in UL 94 V-0 Flame Retardant only.**

Terms: Net 30
F.O.B.: Factory (U.S)

Effective: 2/1/22
Replaces: 8/1/21
Approved: _____

6 CELL MODULE ABSOLYTE GP 50G / 90G

Type	Nom. AH C8 to 1.75VPC @ 25 deg C	* Low / Medium Rate		* High / Ultra-High Rate		Bellcore CPR Number (V-0 only)
		Standard List Price Per Cell	V-0 / 28% LOI List Price Per Cell	Standard List Price Per Cell	V-0 / 28% LOI List Price Per Cell	
50G05	104	\$371	\$402	\$385	\$420	126954
50G07	152	\$440	\$475	\$459	\$494	126955
50G09	208	\$520	\$564	\$540	\$587	126956
50G13	312	\$664	\$718	\$690	\$747	126959
90G07	256	\$552	\$598	\$574	\$621	126962
90G09	344	\$648	\$697	\$675	\$724	126963
90G11	432	\$762	\$824	\$791	\$857	126964
90G13	520	\$888	\$960	\$926	\$999	126957
90G15	608	\$978	\$1,055	\$1,016	\$1,096	126965

*** Discharge Rates:**

Low - 3 hours or longer
Medium - 60 to 179 minutes
High - 10 to 59 minutes
Ultra-High - 5 to 9 minutes

See Section 126.14 for options and accessories.

See Section 126.15 for side mount disconnects

Terms: Net 30 Days
F.O.B.: Fort Smith, AR

Effective: 2/1/22
Replaces: 8/1/21
Approved: _____

3 CELL MODULE ABSOLYTE GP 100G

Type	Nom. AH 8 hour to 1.75VPC @ 25 deg C	* Low / Medium Rate		* High / Ultra-High Rate		Bellcore CPR Number (V-0 only)
		Standard List Price Per Cell	V-0 / 28% LOI List Price Per Cell	Standard List Price Per Cell	V-0 / 28% LOI List Price Per Cell	
100G13	600	\$929	\$1,003	\$966	\$1,067	126971
100G15	696	\$1,054	\$1,139	\$1,095	\$1,185	126972
100G17	800	\$1,165	\$1,259	\$1,212	\$1,309	126973
100G19	896	\$1,267	\$1,369	\$1,318	\$1,424	126974
100G21	1000	\$1,374	\$1,484	\$1,429	\$1,544	126975
100G23	1096	\$1,480	\$1,597	\$1,538	\$1,660	126976
100G25	1200	\$1,600	\$1,709	\$1,664	\$1,778	126977
100G27	1296	\$1,707	\$1,842	\$1,773	\$1,916	126978
100G29	1400	\$1,832	\$1,982	\$1,905	\$2,062	126979
100G31	1496	\$1,960	\$2,121	\$2,039	\$2,204	126980
100G33	1600	\$2,085	\$2,255	\$2,168	\$2,346	126981

*** Discharge Rates:**

- Low - 3 hours or longer
- Medium - 60 to 179 minutes
- High - 10 to 59 minutes
- Ultra-High - 5 to 9 minutes

See Section 126.14 for options and accessories.

See Section 126.15 for side mount disconnects

2 CELL MODULE ABSOLYTE GP 100G

Type	Nom. AH 8 hour to 1.75VPC @ 25 deg C	Low / Medium Rate		Bellcore CPR Number (V-0 only)
		Standard List Price Per Cell	V-0 / 28% LOI List Price Per Cell	
100G21	1000	\$1,738	\$1,790	126975
100G25	1200	\$2,001	\$2,061	126977
100G29	1400	\$2,218	\$2,286	126979
100G31	1496	\$2,328	\$2,399	126980
100G33	1600	\$2,423	\$2,498	126981

Terms: Net 30 Days
F.O.B.: Fort Smith, AR

Effective: 2/1/22
Replaces: 8/1/21
Approved: _____

1 CELL MODULE ABSOLYTE GP 100G

Type	Nom. AH 8 hour to 1.75VPC @ 25 deg C	* Low / Medium Rate		* High / Ultra-High Rate		Bellcore CPR Number (V-0 only)
		Standard List Price Per Cell	V-0 / 28% LOI List Price Per Cell	Standard List Price Per Cell	V-0 / 28% LOI List Price Per Cell	
100G39	1800	\$2,735	\$2,953	N/A	N/A	126971
100G45	2088	\$3,134	\$3,383	N/A	N/A	126972
100G51	2400	\$3,491	\$3,771	N/A	N/A	126973
100G57	2688	\$3,803	\$4,106	N/A	N/A	126974
100G63	3000	\$4,127	\$4,455	N/A	N/A	126975
100G69	3288	\$4,434	\$4,789	N/A	N/A	126976
100G75	3600	\$4,748	\$5,128	N/A	N/A	126977
100G81	3888	\$5,117	\$5,526	N/A	N/A	126978
100G87	4200	\$5,496	\$5,936	N/A	N/A	126979
100G93	4488	\$5,884	\$6,352	N/A	N/A	126980
100G99	4800	\$6,260	\$6,760	N/A	N/A	126981

*** Discharge Rates:**

Low - 3 hours or longer
 Medium - 60 to 179 minutes
 High - 10 to 59 minutes
 Ultra-High - 5 to 9 minutes

See Section 126.14 for options and accessories.
 See Section 126.15 for side mount disconnects

Terms: Net 30 Days
 F.O.B.: Fort Smith, AR

Effective: 2/1/22

Replaces: 8/1/21

Approved: _____

Section 126.12

ABSOLYTE GP SINGLE CELL MODULES

Type	Nom. AH C8 to 1.75VPC @ 25 deg C	Standard List Price Per Cell
50G05S	104	\$435
50G07S	152	\$516
50G11S	264	\$699
50G13S	312	\$781
50G15S	368	\$862
50G19S	472	\$1,116
50G27S	680	\$1,480

With single cell modules, cable connectors are provided as standard. These are long enough to provide for side-by-side or end-to-end connections.

tTerms: Net 30 Days
F.O.B.: Fort Smith, AR

Effective: 2/1/22
Replaces: 8/1/21
Approved: _____

**ABSOLYTE GP 50G / 90G
19/23 Inch Relay Rack Mountable
(Rack not included)**

Type	Nom. AH C8 to 1.75VPC @ 25 deg C	# of Cells per Module		Standard List Price Per Cell	V-0 / 28% LOI List Price Per Cell	Bellcore CPR Number (V-0 only)
		23"	19"			
50G05R	104	6	6	\$401	\$434	126954
50G07R	152	6	5	\$475	\$514	126955
50G09R	208	5	4	\$564	\$605	126956
50G13R	312	4	3	\$718	\$776	126959
90G07R	256	6	5	\$597	\$647	126962
90G09R	344	5	4	\$699	\$756	126963
90G11R	432	4	3	\$822	\$885	126964
90G13R	520	4	3	\$959	\$1,038	126957
90G15R	608	3	2	\$1,054	\$1,138	126965

Equipment Rack

Part #	Description	List
S07-420399-001	19" Equipment Rack	\$794
S07-420153-001	23" Equipment Rack	\$794

Base Plate

Part #	Description	NET
S06-401208-019	19" Base Plate	\$224
S06-401208-023	23" Base Plate	\$249

One base plate is required per stack. The base plate provides support and stability for the module stack.

Notes:

- 1.) Specify 19" or 23" requirement when ordering a system.**

Terms: Net 30 Days
F.O.B.: Fort Smith, AR

Effective: 2/1/22
Replaces: 8/1/21
Approved: _____

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> Industrial Battery & Services, Inc	
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Corey A. Byrne - President	<i>Date Executed</i> 7/15/2022

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>