



**FULLY EXECUTED**  
**Contract Number: 4400011829**  
Contract Effective Date: 09/04/2013  
Valid From: 10/01/2013 To: 09/30/2015

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

**Purchasing Agent**  
**Name: Jaime Raymond**  
**Phone: 717-346-3827**  
**Fax: 717-783-6241**

Your SAP Vendor Number with us: 169472

**Supplier Name/Address:**  
POMEROY IT SOLUTIONS SALES COMPANY  
INC  
P.O. Box 631049  
CINCINNATI OH 45263-1049 US

**Please Deliver To:**

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

**Supplier Phone Number:** 7173031780  
**Supplier Fax Number:** 717-303-1785

**Contract Name:**  
ENTERPRISE IT PERIPHERALS - Pomeroy

**Payment Terms**  
NET 30

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

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

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
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**General Requirements for all Items:**

**Header Text**

The purpose of this contract, resulting from IFB 6100025256 is to procure It Peripherals, Audio Visual Equipment, and Small Multi-function Devices ("MFDs").

This contract is for purchase only with no option to lease.

No further information for this Contract

**Information:**

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

Title \_\_\_\_\_

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

Date \_\_\_\_\_

# POMEROY

infrastructure. optimized.<sup>SM</sup>

July 2, 2013

Mr. Raymond Jaime  
Commodity Specialist  
Commonwealth of PA  
Office of Administration  
Bureau of Procurement  
555 Walnut Street, 6th Floor, Forum Place  
Harrisburg, PA 17101

Dear Mr. Jaime:

Thank you for the opportunity to once again be of service to The Commonwealth Agencies via IFB 61000025256, IT Peripherals.

Pomeroy seeks opportunity to continue to provide:

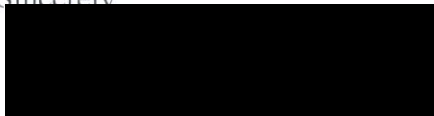
1. Best in class products though a myriad of Original Equipment Manufacturers (OEMs),
2. Strict adherence to Service Level Agreements,
3. Timely reporting,
4. Systems integration, and
5. Sales and Project Management.

For OEM letters, Pomeroy has included 18 letters. Notables include:

1. Motorola purchased Symbol years ago so a Motorola letter was obtained in lieu of Symbol,
2. In addition to the 16 OEM letters, Ingram Micro wrote a letter listing all of the OEM's Pomeroy is authorized to provide.
3. Xerox wrote a letter for Multi-Function Devices (MFDs).

Should you have any questions, please contact myself at 717-303-1780x5515, [Gerald.Rutledge@Pomeroy.com](mailto:Gerald.Rutledge@Pomeroy.com).

Sincerely,



Gerald W. Rutledge  
Technical Sales Executive

## INSTRUCTIONS

- 1 Fill in green cells with the manufacturer name and model number.
- 2 Fill in all yellow cells as follows:  
Included - for included in base price  
Numerical Value - the specified models capability for numerical requirements
- 3 All green yellow cells must be filled in for the bid to be accepted.

	Segment 1	Specifications of Proposed Model	Segment 2	Specifications of Proposed Model	Segment 3	Specifications of Proposed Model	Segment 4	Specifications of Proposed Model
Manufacturer Name		Xerox		Xerox		Xerox		Xerox
Manufacturer Model Number		3635MFP/X		4250/X		6605/DN		6400/X
<b>Volume, Capability, and Speed</b>								
Pages Printed per Month minimum (including copied if applicable)	1,000-3,000	Up to 10,000	3,000-12,000	Up to 20,000	1,000-3,000	Up to 5,000	3,000-12,000	Up to 15,000
Laser or equivalent technology	Mandatory	Included	Mandatory	Included	Mandatory	Included	Mandatory	Included
Printed pages able to be copied, scanned, faxed, or overprinted immediately with no damage to original	Mandatory	Included	Mandatory	Included	Mandatory	Included	Mandatory	Included
Black and White printing	Mandatory	Included	Mandatory	Included	Mandatory	Included	Mandatory	Included
Color printing					Mandatory	Included	Mandatory	Included
Automatically use most cost effective method for black-and-white or color					Mandatory	Included	Mandatory	Included
Black and White Copying	Mandatory	Included	Mandatory	Included	Mandatory	Included	Mandatory	Included
Color Copying					Mandatory	Included	Mandatory	Included
Black and White Scanning	Mandatory	Included	Mandatory	Included	Mandatory	Included	Mandatory	Included
Color Scanning	Mandatory	Included	Mandatory	Included	Mandatory	Included	Mandatory	Included
Black and White Faxing	Mandatory	Included	Mandatory	Included	Mandatory	Included	Mandatory	Included
Fax option provides programmable distribution lists.	Mandatory	Included	Mandatory	Included	Mandatory	Included	Mandatory	Included
Time for first page from Standby Mode 40 seconds or less	Mandatory	15 seconds	Mandatory	32 seconds	Mandatory	25 seconds	Mandatory	60 seconds
Minimum Black and White Print Speed Page Per Minute (PPM)	19 PPM	35 PPM	25 PPM	45 PPM				
Minimum Color Print Speed Page Per Minute (PPM)					19 PPM	36 PPM	25 PPM	37 PPM
Minimum Copy Speed Page Per Minute (PPM)	19 PPM	35 PPM	25 PPM	45 PPM	19 PPM	36 PPM	25 PPM	32 PPM
50 Sheets Automatic Document Feeder Capacity	Mandatory	60 Sheets	Mandatory	100 sheets	Mandatory	50 sheets	Mandatory	50 sheets
Automatic Duplex Printing	Mandatory	Included	Mandatory	Included	Mandatory	Included	Mandatory	Included
Automatic Duplex Copying	Mandatory	Included	Mandatory	Included	Mandatory	Included	Mandatory	Included
Job queuing	Mandatory	Included	Mandatory	Included	Mandatory	Included	Mandatory	Included
Functional concurrency	Mandatory	Included	Mandatory	Included	Mandatory	Included	Mandatory	Included
<b>Media Sizes, Types, and Trays</b>								
Standard 8.5 x 11 inch Media	Mandatory	Included	Mandatory	Included	Mandatory	Included	Mandatory	Included
Standard 8.5 x 14 inch Media	Mandatory	Included	Mandatory	Included	Mandatory	Included	Mandatory	Included
LaserJet paper	Mandatory	Included	Mandatory	Included	Mandatory	Included	Mandatory	Included
Multipurpose paper	Mandatory	Included	Mandatory	Included	Mandatory	Included	Mandatory	Included
Maximum of 50% recycled material in paper without adversely affecting functionality or uptime	Mandatory	Included	Mandatory	Included	Mandatory	Included	Mandatory	Included
Standard envelope media	Mandatory	Included	Mandatory	Included	Mandatory	Included	Mandatory	Included
Minimum Paper Trays or Drawers Standard	1	2	2	2	1	2	2	2
Minimum Paper Input Capacity	500 sheets	550	500 sheets	600	500 sheets	700	500 sheets	600
Minimum Output Capacity	100 sheets	250	500 sheets	500	100 sheets	250	100 sheets	500
<b>Memory and Storage</b>								
Minimum Standard Memory	64MB	256MB	64MB	256MB	64MB	512MB	64MB	1GB
Minimum Memory Expandable to	512MB	512MB	512MB	512MB	512MB	1GB	512MB	1GB
110 Pages Fax Memory	Mandatory	80GB Hard Drive	Mandatory	80GB Hard Drive	Mandatory	160GB Hard Drive	Mandatory	80GB Hard Drive
<b>Compatibility and Connectivity</b>								
LDAP Authentication	Mandatory	Included	Mandatory	Included	Mandatory	Included	Mandatory	Included
Windows XP client operating system	Mandatory	Included	Mandatory	Included	Mandatory	Included	Mandatory	Included
Windows 7 client operating system	Mandatory	Included	Mandatory	Included	Mandatory	Included	Mandatory	Included
Windows 8 client operating system upgradability if not currently available	Mandatory	Included	Mandatory	Included	Mandatory	Included	Mandatory	Included
Windows 2003 R2 server operating system	Mandatory	Included	Mandatory	Included	Mandatory	Included	Mandatory	Included
Windows 2008 R2 server operating system	Mandatory	Included	Mandatory	Included	Mandatory	Included	Mandatory	Included
Print Drivers compatible with SAP	Mandatory	Included	Mandatory	Included	Mandatory	Included	Mandatory	Included
32 bit and 64 bit drivers	Mandatory	Included	Mandatory	Included	Mandatory	Included	Mandatory	Included
WHQL drivers for Windows XP and Windows 2003 Server operating systems.	Mandatory	Included	Mandatory	Included	Mandatory	Included	Mandatory	Included
Ethernet 100mbps Full Duplex connections	Mandatory	Included	Mandatory	Included	Mandatory	Included	Mandatory	Included
RJ45 interface	Mandatory	Included	Mandatory	Included	Mandatory	Included	Mandatory	Included
Internal NIC card	Mandatory	Included	Mandatory	Included	Mandatory	Included	Mandatory	Included
Wake-On-LAN-enabled NIC cards disabled or protected with hardened password	Mandatory	Included	Mandatory	Included	Mandatory	Included	Mandatory	Included
TCP/IP Protocol (not direct TCP/IP printing)	Mandatory	Included	Mandatory	Included	Mandatory	Included	Mandatory	Included
Static IP Assignment	Mandatory	Included	Mandatory	Included	Mandatory	Included	Mandatory	Included
IPv6 Compatible	Mandatory	Included	Mandatory	Included	Mandatory	Included	Mandatory	Included
<b>Print Quality</b>								
600 by 600 dpi Minimum Print Quality Black	Mandatory	1200 x 1200	Mandatory	1200 x 1200	Mandatory	1200 x 1200	Mandatory	2400 x 600
600 by 600 dpi Minimum Print Quality Color					Mandatory	1200 x 1200	Mandatory	2400 x 600
600 by 600 dpi Minimum Copy Quality Black	Mandatory	600 x 600	Mandatory	600 x 600	Mandatory	600 x 600	Mandatory	600 x 600
600 by 600 dpi Minimum Copy Quality Color					Mandatory	600 x 600	Mandatory	600 x 600
600 dpi Minimum Scan Resolution	Mandatory	600 x 600	Mandatory	600 x 600	Mandatory	600 x 600	Mandatory	600 x 600
Copier Reduction/Enlarge Range 25-400%	Mandatory	Included	Mandatory	Included	Mandatory	Included	Mandatory	Included
<b>Digital Output</b>								
Select file format at device	Mandatory	Included	Mandatory	Included	Mandatory	Included	Mandatory	Included
.pdf Format	Mandatory	Included	Mandatory	Included	Mandatory	Included	Mandatory	Included
.jpg format	Mandatory	Included	Mandatory	Included	Mandatory	Included	Mandatory	Included
Tiff 6.0 format using CCITT Group 4 compression	Mandatory	Included	Mandatory	Included	Mandatory	Included	Mandatory	Included
Output to email	Mandatory	Included	Mandatory	Included	Mandatory	Included	Mandatory	Included
Output to FTP	Mandatory	Included	Mandatory	Included	Mandatory	Included	Mandatory	Included
Output to USB memory	Mandatory	Included	Mandatory	Included	Mandatory	Included	Mandatory	Included
Output to network file	Mandatory	Included	Mandatory	Included	Mandatory	Included	Mandatory	Included
Output to shared folders	Mandatory	Included	Mandatory	Included	Mandatory	Included	Mandatory	Included
<b>Equipment Requirements</b>								
Energy Star compliant.	Mandatory	Included	Mandatory	Included	Mandatory	Included	Mandatory	Included
Devices shall not emit ozone in excess of 0.02 mg/m3	Mandatory	.002 mg/m3	Mandatory	.001 mg/m3	Mandatory	<.29 mg/h	Mandatory	.26 mg/h
Devices shall not emit dust in excess of 0.25 mg/m3	Mandatory	.01 mg/m3	Mandatory	.02 mg/m3	Mandatory	.58 mg/h	Mandatory	2.42 mg/h
Devices shall not emit styrene in excess of 0.11 mg/m3	Mandatory	.144 mg/hr	Mandatory	.119 mg/hr	Mandatory	.19 mg/h	Mandatory	.223 mg/h
<b>Printer Management Features</b>								
Remote Management via Web Interface	Mandatory	Included	Mandatory	Included	Mandatory	Included	Mandatory	Included

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## INSTRUCTIONS

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- 1.) All sheets must be filled out completely.
- 2.) Bidder must verify that all costs are accurate for both Market Basket and MFD Cost Matrix
- 3.) Cost Matrix Market Basket: Fill in only those cells in yellow .  
  
    Note: Columns E, F and G must be filled in for discontinued items.
- 4.) MFD Cost Matrix : Fill in only those cells highlighted in yellow. Include Manufacturer and Manufacturer Model Number.
- 5.) All quantities are for evaluation purposes only and do not represent a commitment to purchase.



MFDs

	Segment 1	Segment 2	Segment 3	Segment 4
<b>Manufacturer</b>	Xerox	Xerox	Xerox	Xerox
<b>Manufacturer Model Number</b>	3635MFP/X	4250/X	6605/DN	6400/X
<b>Purchase Price</b>	\$ 1,297.27	\$ 2,093.13	\$ 1,123.20	\$ 2,672.03
<b>Quantity</b>	20	80	75	25
<b>Cost</b>	\$ 25,945.40	\$ 167,450.40	\$ 84,240.00	\$ 66,800.75

## Summary

<b>Market Basket</b>	<b>\$</b>	<b>515,183.73</b>
<b>Small MFDs</b>	<b>\$</b>	<b>344,436.55</b>
<b>Total</b>	<b>\$</b>	<b>859,620.28</b>

**This summary reflects a Total Bid Package that is based on the Bidder's cost plus the percentage markup for the Market Basket of representative items for Peripherals and fixed prices for MFDs**



APP D

STATE OF MANUFACTURE CHART

THIS FORM MUST BE COMPLETED AND RETURNED WITH THE BID

The Reciprocal Limitations Act 146 requires the Department to give Pennsylvania resident bidders a preference against a non-resident bidder from any state that gives or requires a preference to bidders from that state. The amount of preference shall be equal to the amount of preference applied by the state of the non-resident bidder. More information on this Act, or how to claim preference, can be obtained at our internet site at www.dgs.state.pa.us, by faxing a request to 717 787 -0725, or by calling Vendor Services at 717 787-2199 or 4705.

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 Department of General Services 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.

<u>ITEM NUMBER</u>	<u>NAME OF MANUFACTURER</u>	<u>STATE (OR FOREIGN COUNTRY) OF MANUFACTURE</u>
LOT	HP	CA, MD, VA, IN, TX, NC, CHINA
LOT	XEROX	OREGON

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 for bid shall be used by the Department of General Services. If that address is incorrect, or if no address is given, the correct address should be provided in the space below:

Correct Address:

POMEROY  
5040 LOUISE DR.  
MECHANICSBURG, PA 17055

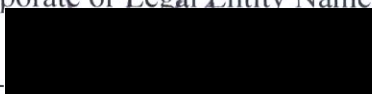
**App E COSTARS PROGRAM ELECTION TO PARTICIPATE**

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 Certified Small Business) at the beginning of each contract year and upon each contract renewal date.

If you are a Department of General Services Certified Small Business, you must submit a copy of your active certification with your bid response.

POMEROY IT SOLUTIONS SERVICES CO, INC.

Corporate or Legal Entity Name



6/26/13

Signature/Date

DAVID L. CAHAN, RVP

Printed Name/Title



# DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB  
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance <span style="float: right; font-size: 2em;">N/A</span>	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award <span style="float: right; font-size: 2em;">N/A</span>	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____ <span style="float: right; font-size: 2em;">N/A</span>
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  <span style="font-size: 2em; display: block; text-align: center;">N/A</span> Congressional District, if known:	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  <span style="font-size: 2em; display: block; text-align: center;">N/A</span> Congressional District, if known:	
<b>6. Federal Department/Agency:</b>  <span style="font-size: 2em; display: block; text-align: center;">N/A</span>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: <span style="font-size: 2em; display: inline-block;">N/A</span>	
<b>8. Federal Action Number, if known:</b>  <span style="font-size: 2em; display: block; text-align: center;">N/A</span>	<b>9. Award Amount, if known:</b> \$ <span style="font-size: 2em; display: inline-block;">N/A</span>	
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):  <span style="font-size: 2em; display: block; text-align: center;">N/A</span>	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI): <span style="font-size: 2em; display: inline-block;">N/A</span>  <div style="background-color: black; width: 150px; height: 40px; margin: 0 auto;"></div>	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: Print _____ Name: _____ Title: <u>RUP, DAVID L. CALLAN</u> Telephone No.: <u>717-303-1780</u> Date: <u>6/26/13</u>	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

# DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance <span style="float: right; font-size: 2em;">N/A</span>	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award <span style="float: right; font-size: 2em;">N/A</span>	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____ <span style="float: right; font-size: 2em;">N/A</span>
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  <span style="font-size: 2em; display: block; text-align: center;">N/A</span> Congressional District, if known:	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  <span style="font-size: 2em; display: block; text-align: center;">N/A</span> Congressional District, if known:	
<b>6. Federal Department/Agency:</b>  <span style="font-size: 2em; display: block; text-align: center;">N/A</span>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: <span style="font-size: 2em; text-decoration: underline;">N/A</span>	
<b>8. Federal Action Number, if known:</b>  <span style="font-size: 2em; display: block; text-align: center;">N/A</span>	<b>9. Award Amount, if known:</b> \$ <span style="font-size: 2em; text-decoration: underline;">N/A</span>	
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):  <span style="font-size: 2em; display: block; text-align: center;">N/A</span>	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI): <span style="font-size: 2em; text-decoration: underline;">N/A</span>  <div style="background-color: black; width: 150px; height: 40px; margin: 0 auto;"></div>	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print _____ Name: _____ Title: <span style="font-size: 1.5em; text-decoration: underline;">RUP, DAVID L. CALLAN</span> Telephone No.: <span style="font-size: 1.5em; text-decoration: underline;">717-303-1780</span> Date: <span style="font-size: 1.5em; text-decoration: underline;">6/26/13</span>	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington DC 20503.



APPENDIX L  
CONSUMER REPLACEABLE COMPONENT INFORMATION

**Instructions**

1. Fill out all yellow cells. Indicate N/A if not applicable
2. List "Other" items as necessary

	Manufacturer	Model Number					
<b>MFD</b>	Xerox	4250/X					
	Description	Part Number	Yield	Coverage Assumption	Estimated Life or Other Relevant Criteria	Covered under Warranty?	Warranty Duration
Regular Capacity Black Toner/Ink	Toner	106R01409	25,000	5%		Consumable	Defectives Replaced
Regular Capacity Color Toner/Ink	N/A	N/A	N/A	N/A		N/A	N/A
High Capacity Black Toner/Ink	N/A	N/A	N/A	N/A		N/A	N/A
High Capacity Color Toner/Ink	N/A	N/A	N/A	N/A		N/A	N/A
Complete Maintenance Kit	Maintenance	115R00063			200,000	Consumable	Defectives Replaced
Charging Device	N/A	N/A			N/A	Yes	One Year
Developer	N/A	N/A			N/A	Yes	One Year
Drum	Drum	113R00755			80,000	Consumable	Defectives Replaced
Feed Roller	N/A	N/A			N/A	Yes	One Year
Fuser	N/A	N/A			N/A	Yes	One Year
Fuser Roller	N/A	N/A			N/A	Yes	One Year
Imaging Unit	N/A	N/A			N/A	Yes	One Year
Transfer Belt	N/A	N/A			N/A	Yes	One Year
Transfer Roller	N/A	N/A			N/A	Yes	One Year
Waste Bin	N/A	N/A			N/A	Yes	One Year
Other:							
Other:							
Other:							
Other:							
Other:							







June 10, 2013

To Whom It May Concern:

Pomeroy is an Authorized National Reseller with APC by Schneider Electric. Please note the following on Pomeroy's status with APC:

- Long standing Direct Account with APC #1427
- Achievement of APC's Highest level of Certification Elite Business Networks
- They hold multiple Advanced Technical and Sales certifications

Pomeroy is authorized to provide our equipment to The Commonwealth for IT Peripherals, IFB Number 6100025256.

Regards,

Robert de Ciutiis,  
APC by Schneider Electric



Robert de Ciutiis  
APC by Schneider Electric, WWT National Account Manager  
P: 860-573-5044  
Robert.deCiutiis@schneider-electric.com

**APC by Schneider Electric**

Postal address  
Postal address  
Postal code City - Country  
Tel. +00(0)0 00 00 00 00  
Fax +00(0)0 00 00 00 00  
firstname.lastname@apc.com  
www.apc.com



June 27, 2013

Mr. Ray Jaime  
Commodity Specialist  
Bureau of Procurement  
Commonwealth of PA  
Office of Administration

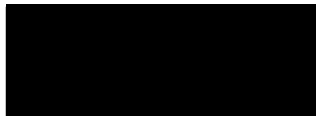
Dear Mr. Jaime:

Thank you for the opportunity to provide our products through Pomeroy. Pomeroy is authorized to provide Apple equipment to The Commonwealth for IT Peripherals, IFB Number 6100025256.

Please accept this letter as verification that POMEROY IT SOLUTIONS SALES COMPANY INC is currently an Apple Authorized Reseller, which includes authorization to sell: APPLE CPU + IPOD + APPLETV + IPAD. POMEROY IT SOLUTIONS SALES COMPANY INC reseller authorization is valid through 04/30/15. Additionally POMEROY IT SOLUTIONS SALES COMPANY INC is authorized as part of the Apple Government Reseller Program.

Should you have any questions, please feel free to contact us.

Sincerely,



✉ Alejandro Lugo | VAR Account Executive | Apple Inc. | T. +1 (727) 504 2403 |  
email: alexlugo@apple.com

June 14, 2013

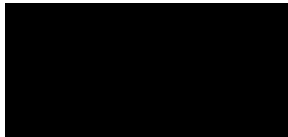
Mr. Ray Jaime  
Commodity Specialist  
Bureau of Procurement  
Commonwealth of PA  
Office of Administration

Dear Mr. Jaime:

Thank you for the opportunity to provide our products through Pomeroy. Pomeroy is authorized to provide our equipment to The Commonwealth for IT Peripherals, IFB Number 6100025256.

Should you have any questions, please feel free to contact us.

Sincerely,



Douglas Reasoner

Distribution Channel Manager

Check Point Software Technologies



Fujitsu America, Inc  
1250 East Arques Avenue  
Sunnyvale, Ca 94085  
Telephone: (408) 982-9500  
Facsimile: (408) 764-9434

June 14, 2013

Mr. Ray Jaime  
Commodity Specialist  
Bureau of Procurement  
Commonwealth of PA  
Office of Administration

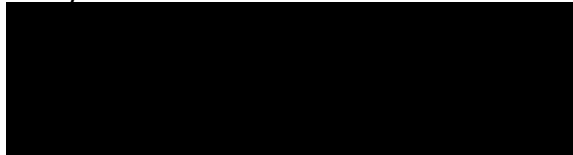
Dear Mr. Jaime:

Thank you for the opportunity to provide our products through Pomeroy. Pomeroy is authorized to provide our equipment to The Commonwealth for IT Peripherals, IFB Number 6100025256.

Should you have any questions, please feel free to contact us.

Sincerely,

Romy Jaffe



Channel Development Manager, Mobile Channel Sales  
Fujitsu America, Inc.



May 31, 2013

REFERENCE:

**Pomeroy IT Solutions Inc**  
1020 Petersburg Rd  
Hebron, KY 41048-8222

To whom it may concern:

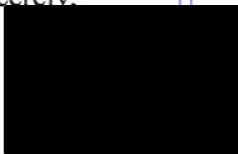
**Pomeroy IT Solutions Inc** 1020 Petersburg Rd Hebron, KY 41048-8222 has been an HP Authorized Reseller since 10/30/2003.

The Partner is authorized for the following:

- **“Open Distribution”** - includes, but are not limited to, iPaks, Personal Printers, Media Products and HP Networking Open Product Lines.
- **“US Partner Agreement”** - which includes but not Limited to Imaging and Printing, Personal Systems, Industry Standard Servers, Business Class Storage Products and HP Networking Business Class Products
- **“HP Enterprise Storage”** - East & Central -VAR. Synnex
- **“Business Critical Systems: HP Integrity Solutions, BCS Software, HP 9000 Solutions Business Critical Appliance, BCS Blades, BCS x-86 Servers Renew Servers (excluding non-stop Enterprise) Superdome”** - US- VAR. Synnex
- **“HP Enterprise Networking”** - US- VAR. Avnet, Arrow ECS, Ingram Micro, Synnex, Tech Data
- **“HP Enterprise Security”** - US- VAR. Arrow, Avnet, ComputerLinks, Ingram Micro, Synnex, Westcon

- **“HP Qualified Software” - US- VAR. Synnex**
- **“US WSCA Reseller Partner Addendum”**
- **“US Delivery Partner Addendum”**
- **“US Internal Purchase Program Addendum”**
- **“US Agent Addendum”**
- **“US Qualified Software Addendum”**
- **“US ASMP Addendum”**

Sincerely,



Noel Carnegie.  
**Hewlett-Packard Company**  
**Americas Partner Contracts and Compliance**





**Hewlett-Packard Company  
Certificate of Authorization**

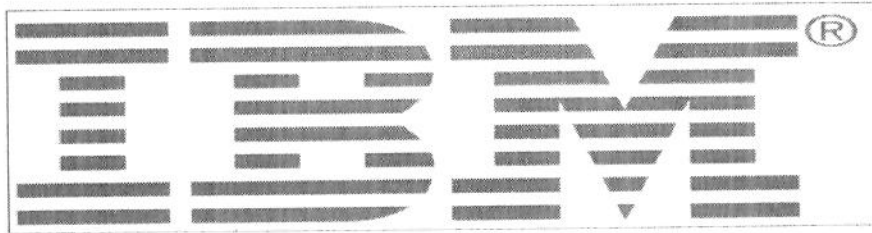
**This is to certify that as of May 30, 2013**

**Pomeroy IT Solutions Inc**

**is an authorized Hewlett-Packard Partner**

**Bob Colesberry**

**US Contract & Compliance Manager**



June 14, 2013

Mr. Ray Jaime  
Commodity Specialist  
Bureau of Procurement  
Commonwealth of PA  
Office of Administration

Dear Mr. Jaime:

Thank you for the opportunity to provide our products through Pomeroy. Pomeroy is authorized to provide our equipment to The Commonwealth for IT Peripherals, IFB Number 6100025256.

Should you have any questions, please feel free to contact us.

Sincerely,

Michael Chambers

[REDACTED]  
Inside Client Representative for Business Partners

IBM



3400 Bridge Parkway, Suite 200  
Redwood Shores, CA 94065  
Tel: +1 (650) 345-9000  
Fax: +1 (650) 345-9004  
www.imperva.com

June 27, 2013

Mr. Ray Jaime  
Commodity Specialist  
Bureau of Procurement  
Commonwealth of PA  
Office of Administration

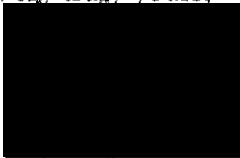
Re: Commonwealth of Pennsylvania, IFB #6100025256 for Pomeroy IT Solutions Sales Company, Inc.

Dear Mr. Jaime,

This letter is to certify that Pomeroy IT Solutions Sales Company, Inc. ("Pomeroy") is authorized to resell Imperva products and services to the Commonwealth of Pennsylvania in connection with IFB Number 6100025256.

Please contact Andrea Nardello at 1- 856-287-3888 if there is any additional information required to support Pomeroy's response to your RFP.

Very truly yours,



Jason Forget  
Senior VP Business Operations  
Imperva, Inc.



1759 Wehrle Drive  
Williamsville, NY 14221

**DISTRIBUTOR AUTHORIZATION FORM**

Date: *Tuesday, June 25, 2013*  
End User: *Commonwealth of Pennsylvania*

Reseller: *Pomeroy IT Solutions Sales Co. - Hardware and Software*  
Street Address: *PO Box 658*  
City, State & Zip Code: *Hebro, KY 41048-0658*

Contact Name: *Tina Noel* Phone Number:  
Email Address: [tina.noel@pomeroy.com](mailto:tina.noel@pomeroy.com) Fax Number:

*Reseller is authorized to purchase, receive standard warranty support and to resell products from manufacturers listed below. This is not a commitment of product availability. Manufacturer's purchasing restrictions and authorizations may apply. For clarification as to depth and or requirements of manufacturer authorizations for Reseller account and upon ordering, Reseller should contact their Ingram Micro account representative.*

**Manufacturers:**

See Attached pdf for reference of manufacturers.

GOVT AGENCIES: For confirming of product authorizations through **Ingram Micro, Inc.**, please contact:



*W. Charles Graf, GovEd Services Program Coordinator*  
*716.633.3600*



## DISTRIBUTOR AUTHORIZATION FORM

### Manufacturers:

3DCONNEXION - COMPUTER ACCESSORIES	FUJIFILM - DIGITAL	OKIDATA INTL SUPPLIES
3M - ERGO	FUJIFILM - FILM	OKIDATA SERVICES
3M - OPTICAL SYSTEMS DIVISION	FUJITSU COMPUTER PRODUCTS	OKIDATA SUPPLIES
3M TOUCH SCREEN	FUJITSU CONSUMABLES	OLYMPUS-BINOCULARS
3M VISUAL SYSTEMS DIVISION	FUJITSU IMAGING (SCANNERS)	OLYMPUS-PERSONAL & PORTABLE
3WARE/AMCC	GCI-GEMINI SOUND	OLYMPUS-PHOTO VIDEO
4XEM	GEAR HEAD-COMPUTER	OMNIMOUNT
4XEM - VIVOTEK	GEFEN	OMNITRON SYSTEMS
A & D ENGINEERING INC.	GENEVA	OMNITRONICS-PRO SOUND
AAXA-PROJECTORS	GENOVATION	ONKYO-HOME AUDIO/VIDEO
ABBYY USA SOFTWARE HOUSE INC	GIANT-MOTOROLA	ONTREND - COMPUTER
ABBYY USA SOFTWARE HOUSE INC - LIC	GIGABYTE	OPEN TEXT INC
ABSOLUTE LICENSE	GLOBAL MARKETING PARTNERS	OPEN TEXT HARDWARE
ACCELL	GLOBALSCAPE INC	OPEN TEXT WARRANTIES
ACCESS HARDWARE SUPPLY	GLOBO MOBILE	OPTOMA
ACCUBANKER	GN NETCOM	OPTOMA PROAV
ACER - NETBOOKS	GODIRECT	ORION AMERICA-TELEVISIONS
ACER - SERVERS	GOOGLE - APPLIANCE	OVERLAND STORAGE
ACER AMERICA - DESKTOPS	GOOGLE - CONSIGNMENT	PALM - INTL
ACER AMERICA - DISPLAYS	GOOGLE - LICENSING	PALO ALTO AUDIO DESIGN
ACER AMERICA - NOTEBOOKS	GOSCAN	PANAMAX-AV RESTRICTED
ACER AMERICA - OPTIONS	GRANDTEC USA	PANASONIC - HEADPHONES
ACER AMERICA - PROJECTORS	GREEN ONIONS SUPPLY	PANASONIC ACCESSORIES
ACRONIS INTERNATIONAL	GUILLEMOT - HERCULES	PANASONIC ARBITRATORS
ACTATEK	GUILLEMOT-VIDEO GAME	PANASONIC BATTERY
ACTELIS NETWORK INC	HAIER-SMALL APPLIANCES	PANASONIC FLAT PANEL DISPLAYS
ACTIONTEC	HAMILTON BEACH - SMALL APPLIANCES	PANASONIC PANABOARDS
ACTIVATIONDESK	HAUPPAUGE	PANASONIC PHYSICAL SECURITY
ADAPTEC - EMERGING PRODUCTS & ACC	HAWKING TECHNOLOGIES	PANASONIC POS
ADAPTEC - RAID	HEAD TRIP	PANASONIC PRINTERS AND SUPPLIES
ADDON - ACCESSORIES	HERITAGE TRAVELWARE - BAGS & CASES	PANASONIC PROJECTORS
ADDON - MEMORY UPGRADES	HEWLETT PACKARD - BLADE OPTIONS	PANASONIC PROJECTORS - PRO AV
ADDON - NETWORK UPGRADES	HEWLETT PACKARD - BLADE SERVERS	PANASONIC SCANNERS
ADDONICS	HEWLETT PACKARD - CTO	PANASONIC SERVICE-BATTERIES
ADESSO	HEWLETT PACKARD - DESK JETS	PANASONIC TOUGH BOOKS



## DISTRIBUTOR AUTHORIZATION FORM

### Manufacturers:

ADOBE	HEWLETT PACKARD - DESKTOP OPTIONS	PANASONIC WARRANTIES
ADOBE ACADEMIC TLP	HEWLETT PACKARD - DESKTOPS	PANASONIC WARRANTY
ADOBE CLP ACAD BOX MEDIA	HEWLETT PACKARD - DIRECT CONNECT	PANASONIC-CAMERAS
ADOBE CLP COMM ENTERPRISE LISC	HEWLETT PACKARD - ESOFTWARE	PANASONIC-DISPLAY
ADOBE CLP COMMERCIAL	HEWLETT PACKARD - INK SAP	PANASONIC-ENTERTAINMENT
ADOBE CLP GOVT	HEWLETT PACKARD - INTEGRITY BTCO	PANASONIC-MEDIA
ADOBE CLP-EDU LICENSING	HEWLETT PACKARD - INTL (SAP)	PANASONIC-PERSONAL CARE
ADOBE COMMERCIAL TLP	HEWLETT PACKARD - LASER ACCESSORIES	PANASONIC-SMALL APPLIANCES
ADOBE ENTERPRISE ACAD LICS	HEWLETT PACKARD - LASER JET TONERS	PARA SYSTEMS DBA MINUTEMAN UPS
ADOBE ENTERPRISE GOVT LICS	HEWLETT PACKARD - LASER JETS	PARAMETRIC SOUND
ADOBE GOVT TLP	HEWLETT PACKARD - MEDIA 7A	PARROT (PENDING TRANSITION)
ADOBE LA FULL	HEWLETT PACKARD - MEDIA SAP	PARTNER TECH
ADOBE STUDENT TEACHER BOX	HEWLETT PACKARD - MONITORS	PARTNER TECH P
ADOBE VIP ACADEMIC LICS	HEWLETT PACKARD - NOTEBOOK OPTIONS	PATHWAY INNOVATIONS AND TECHNOLOGIE
ADOBE VIP COMMERCIAL LICS	HEWLETT PACKARD - NOTEBOOKS	PAXTON ACCESS
ADOBE VIP GOVT LICS	HEWLETT PACKARD - PLOTTERS	PCAMERICA
ADTRAN - BLUESOCKET	HEWLETT PACKARD - PROJECTORS	PEERLESS INDUSTRIES
ADTRAN - NETVANTA IPT	HEWLETT PACKARD - PROLIANT SERVERS	PELICAN PRODUCTS-BATTERIES
ADTRAN - NETVANTA UC	HEWLETT PACKARD - SCANNERS	PELICAN PRODUCTS-PHOTO VIDEO
ADTRAN - PHONES	HEWLETT PACKARD - SERVER OPTIONS	PENPOWER
ADTRAN ACCESSORIES F	HEWLETT PACKARD - SERVICES	PENTAX IMAGING
ADTRAN ACES E	HEWLETT PACKARD - SERVICES (SAP)	PERLE SYSTEMS
ADTRAN CABLES G	HEWLETT PACKARD - WORKSTATION DISPL	PERVASIVE SOFTWARE
ADTRAN GENERAL HARDWARE A ACN	HEWLETT PACKARD - WORKSTATION OPTNS	PHILIPS
ADTRAN NETVANTA INTERNETWORKING B K	HEWLETT PACKARD - WORKSTATIONS	PHILIPS - NORELCO
ADTRAN UTM Q	HEWLETT PACKARD ESG (LA)	PHILIPS - PERSONAL AND PORTABLE
AEC SOFTWARE	HEWLETT PACKARD POS -AMO	PHILIPS SPEECH
AIC	HEWLETT PACKARD POS- CTO BDL	PHILIPS-HEADPHONES
AKG	HEWLETT PACKARD POS- NON SMARTBUY	PIONEER POS
ALERATEC	HEWLETT PACKARD POS -SMART BUY PERI	PIONEER POS TOUCHSCREEN
ALLIED - NET.COVER	HEWLETT PACKARD POS- SMARTBUY	PIONEER POS-NON POS TERMINALS
ALLIED TELESIS BOX	HEWLETT PACKARD POS- SVS WRNTY	PIONEER PRO
ALTIRIS	HEWLETT PACKARD SUPPLIES (LA)	PIONEER-AUDIO
ALTRONIX	HGST - BRANDED	PLANAR DIGITAL SIGNAGE
ALURATEK	HGST - DESKTOP	PLANAR SYSTEMS INC.



## DISTRIBUTOR AUTHORIZATION FORM

### Manufacturers:

AMAZON.COM	HGST - ENTERPRISE	PLANAR TOUCH SCREENS
AMBIR TECHNOLOGY	HGST - G-TECH	PLANON
AMC	HGST - MOBILE	PLANTRONICS INC
AMC OPTICS	HGST - SERVER	PLANTRONICS MOBILE
AMD	HGST - SSD	PLUSTEK
AMERICAN POWER CONVERSION	HID GLOBAL	PNY HP BRANDED PRODUCTS
AMERICAN POWER CONVERSION - WARRANT	HITACHI PROJECTORS	PNY - MOBILE
AMERTAC - ZENITH	HITACHI PROJECTORS PROAV	PNY MEMORY
AMPED WIRELESS	HOFFCO	PNY QUADRO
AMPLIVOX SOUND SYSTEMS	HONEYWELL - MOBILITY	PNY VIDEO GRAPHICS
AMSTRON	HONEYWELL - SCANNING	POWER ACOUSTIK
AMZER	HONEYWELL - SERVICES	POWERDSINE INC.
ANTEC	HONEYWELL LATIN AMERICA	PREHKEYTEC
AO CORPORATE	HONEYWELL MOBILITY SERVICES	PREHKEYTEC - ACCESSORIES
AOPEN - SOLUTIONS	HONEYWELL SUPPLY CHAIN ACCESSORIES	PREMIER MOUNTS
APANI NETWORKS	HONEYWELL SUPPLY CHAIN PRODUCTS	PREMIERTEK
APC - IMSOURCING	HONEYWELL SUPPLY CHAIN SERVICES	PRIMERA TECHNOLOGY (PRINTERS)
APC/ISX DELL ONLY	HORI - GAMING	PRINTRONIX - ALL OTHER
APC-DIRECT SHIP PRODUCTS	HORIZON DISPLAY	PRINTRONIX - LINE MATRIX
APEX	HOSA-PRO SOUND	PRINTRONIX - PRINT CART
APG	HP - BCS	PRINTRONIX - THERMAL
APPLE - APPLE CARE SERVICES	HP - IMSOURCING	PRINTRONIX/TALLYGENICOM LINE MATRIX
APPLE - EOL SYSTEMS	HP - SERVER SMART BUY	PRINTRONIX/TALLYGENICOM MEDIA
APPLE - SOFTWARE RETURNS	HP - WLAN	PRINTRONIX/TALLYGENICOM SERIAL
APPLE - SYSTEMS	HP 3PAR	PROCONNECT
APPLE IPADS	HP BUSINESS CLASS STORAGE	PROMISE TECHNOLOGY
APPLE IPODS AND ACCESSORIES	HP CHROMEBOOKS	PROSOFT
APPLE MINI IPADS	HP CONSUMER ENTRY	PSION - CONFIGURED TERMINALS
APPLE OPTIONS	HP CONSUMER MONITOR	PSION - INSTALLATION AND SITE SURVE
APPLE WIRELESS ACCESSORIES	HP CONSUMER PRODUCTS	PSION - ISERV SERVICES
APPLE-MAC LA	HP ESG STORAGE (LA)	PSION - SOFTWARE LICs AND MAINTENENC
APPOSITE	HP FOLIO 13	PSSC LABS
APPSENSE - LICENSING	HP IPG INKJET (LA)	PYLE - PRO SOUND
APRICORN MASS STORAGE	HP IPG LASER (LA)	PYLE AUDIO - HOME A/V
ARISTA NETWORKS HARDWARE	HP IPG MFP	PYLE-CAR AUDIO/VIDEO



## DISTRIBUTOR AUTHORIZATION FORM

### Manufacturers:

ARISTA NETWORKS SUPPORT	HP ISS CAREPACK (LA)	QLOGIC
ARRAY NETWORKS	HP MOBILE WORKSTATIONS	QLOGIC-SERVICES
ARRAY NETWORKS - SUPPORT	HP NETWORKING OTHER	QNAP
ASUS - COMPONENTS	HP PROBOOK B	QNAP WARRANTIES
ASUS - DISPLAY	HP PROBOOK S	Q-SEE
ASUS - EEEPC	HP PROCURVE LA	Q-SEE DS
ASUS - MOTHERBOARDS	HP PSG NOTEBOOK (LA)	QUANTUM - DLT
ASUS - NOTEBOOK ACCESSORIES	HP ROUTING	QUANTUM - RENEWALS
ASUS - NOTEBOOKS	HP SB MOBILE WORKSTATIONS	QUANTUM ACCS (SSG)
ASUS - SYSTEMS	HP SERVICE RENEWALS	QUANTUM AUTOLOADERS (SSG)
ASUS - TABLETS	HP SERVICES CONTRACTS	QUANTUM MEDIA AND TAPES
ASUS - VGA ATI	HP STORAGE WATSON ONLY	QUANTUM P-SERIES (SSG)
ASUS - VGA NVIDIA	HP SWITCHING	QUANTUM SERVICES (SSG)
AT&T WIRELESS	HP VCX HARDWARE	QUANTUM SOFTWARE
ATDEC	HP-DESKTOP SB ELITE	QUARK
ATEK	HP-DESKTOP SB ESSENTIAL	QUARK LICENSING
ATEN TECHNOLOGIES	HP-DESKTOP SB OPTIONS	QUEST SOFTWARE
ATI TECHNOLOGIES	HP-DESKTOP SB PRO	QUEST SOFTWARE - RENWL
ATLANTIC-PERSONAL & PORTABLE	HP-DIGITAL SIGNAGE	QVS
ATLONA TECHNOLOGIES	HP-MONITORS SB	RADIO ROAD TOYS
ATTACHMATE - VPA	HP-NOTEBOOK SB ELITE	RAIN DESIGN
ATTO TECHNOLOGY	HP-NOTEBOOK SB ESSENTIAL	RARITAN - DC TRACK
AUDIO TECHNICA -PRO SOUND	HP-NOTEBOOK SB OPTIONS	RARITAN - POWER
AUDIO TECHNICA-HEADPHONES	HP-NOTEBOOK SB PRO	RARITAN COMPUTER
AUDIO TECHNICA-PRO SOUND	HP-THINCLIENT	RARITAN POWER IQ
AUDIOVOX - AV ACCESSORIES	HP-THINCLIENT SB	RAZER - GAMING
AUDIOVOX CONSUMER GOODS	HP-WORKSTATION MONITORS SB	RED HAT (LICENSE)
AUDIOVOX-12V ACCESSORIES	HP-WORKSTATION SB ELITE	RED HAT-JBOSS
AUDIOVOX-SATELLITE RADIO	HP-WORKSTATION SB ESSENTIAL	RED HAT-RHEV
AUTODESK - VERTICAL ACE ADD SEAT	HP-WORKSTATION SB OPTIONS	REDBEAM
AUTODESK RETAIL BOX	HP-WORKSTATION SB PRO	RETROSPECT - BOX
AUTODESK RETAIL VIRTUAL	I/O MAGIC	RETROSPECT - LICENSING
AUTODESK VCP EDUCATION NON ACE	I3INTERNATIONAL	REVO
AVANTI-SMALL APPLIANCES	IBM - BRANDED VMWARE	REVO AMERICA
AVAYA - IMBUYBACK	IBM - CTO AND CUSTOM SKUS	REVOLABS





## DISTRIBUTOR AUTHORIZATION FORM

### Manufacturers:

AVENUES - ALLANT	IBM - EXPRESS 1&2 SOCKET	RF LINK-HOME AUDIO/VIDEO
AVER INFORMATION	IBM - IMSOURCING	RICOH LASER (PRINTERS)
AVERATEC INC	IBM - MS SOFTWARE	RICOH SUPPLIES
AVERY DENNISON	IBM - POST WARRANTY SUPPORT	RMIL
AVG BOX	IBM - REMOTE TECHNICAL SUPPORT	ROAD MICE
AVG-ED	IBM - SERVER 1&2 SOCKET	ROCCAT
AVI DIGITAL SIGNAGE	IBM - SERVER OPTIONS	ROCKY MOUNTAIN-KAT
AVID TECHNOLOGY	IBM - SERVERS	ROCSTOR
AVOCENT - CYCLADES	IBM - SERVICEELITE CONTRACTS	RODIN-AUDIOSOURCE
AVOCENT - SECURE PRODUCTS	IBM - SYSTEM X SERVICE PAQS	ROSEWILL
AVOCENT AND CYCLADES SERVICES	IBM BLADES	ROYAL SOVEREIGN
AVOCENT DIGITAL PRODUCTS	IBM EDUCATION	RSA - NETWITNESS
AVOCENT HUNTSVILLE CORP.	IBM LABOR CONTRACTS	RSA ENVISION
AVOCENT SMB WARRANTY	IBM MANAGED SECURITY SERVICES	RSA SECURITY
AVOCENT SOFTWARE & MAINTENANCE	IBM PURE SYSTEMS	RSA SECURITY HARDWARE
AVOCENT-EQUINOX	IBM SERVICES	RSPA - SUNGALE
AVTEK INTERNATIONAL	IBM SMARTCUBE	RUDE GAMEWARE
AVTEQ	IBM SOFTWARE	RUSSOUND - AVAD
AVTEQ - PRO AV	IBM SOFTWARE - BOXED	SABRENT
AVUE	IBM SOFTWARE - LOTUS MSGNG & COLL	SABRENT - PERSONAL & PORTABLE
AXIS COMMUNICATION INC	IBM SOFTWARE - SAAS PARTIAL BILLING	SAGE - ACT! LICENSING
AZDEN-PRO SOUND	IBM SOFTWARE - SMARTCLOUD FOR SOC B	SAGE - QUANTUM
AZEND GROUP	IBM SOFTWARE - SS & UC	SAGE SMALL BUSINESS
AZEND GROUP CORP	IBM SOFTWARE - W/S -CORE	SAKAR - CAM ACCESSORIES
B&B ELECTRONICS/IMC	IBM SOFTWARE DOC/MEDIA	SAKAR MEMORY
BATTERY BIZ - 12 VOLT	IBM SOFTWARE- FILENET	SAKAR - PERSONAL AND PORTABLE
BATTERY TECHNOLOGY	IBM SOFTWARE LEV	SAKAR (PT)
BCDVIDEO VSS	IBM SOFTWARE -RATIONAL	SAKAR-VIVITAR
BELKIN	IBM SOFTWARE VN SUPPORT PROVIDER	SAMSONITE - BAGS
BELKIN - CABLES	IBM- XSERIES STORAGE	SAMSUNG - PRO AV
BELKIN - KVM	IDEAL IND-CUSTOM INSTALL	SAMSUNG - WARRANTIES
BELKIN - PRO AV	IGO	SAMSUNG ELECTRONICS
BELKIN MOBILE	IM CHOICE ADVANTAGE - GOVED	SAMSUNG ELECTRONICS AMERICA
BELKIN-LINKSYS	IM CHOICE ADVANTAGE - TECH SUPPORT	SAMSUNG HOSPITALITY LCD
BELLO - CABLES	IM ENGRAVING	SAMSUNG INFORMATION SYSTEMS



## DISTRIBUTOR AUTHORIZATION FORM

### Manufacturers:

BELLO - HEADPHONES	IMATION CORPORATION - COMMERCIAL	SAMSUNG LARGE FORMAT
BELLO - HOME AV	IMATION CORPORATION - CONSUMER	SAMSUNG MEMORY
BELLO - HOME THEATER FURNITURE	IMATION IRONKEY	SAMSUNG MOBILE
BENQ	IMCE SERVICES	SAMSUNG NOTEBOOKS
BENQ PROAV	IMPULSE POINT DIRECTSHIP	SAMSUNG PRINTER CONSUMABLES
BES-CUSTOM INSTALL	IMSI SOFTWARE PUBLISHING	SAMSUNG PRINTER HARDWARE
BEST DATA - DIAMOND	IMSOURCING	SAMSUNG TABLET
BIC-HOME AUDIO/VIDEO	INCASE	SAMSUNG WARRANTIES AND SERVICES
BITSPEED	INCIPIO	SAMSUNG-ACCESSORIES
BIXOLON	INFOCUS	SAMSUNG-DAV
BIXOLON AMERICA	INFOCUS PROAV	SANDISK
BIZTREE (PT)	INFORMA SOFTWARE	SANDISK BULK
BLACK BOX CORPORATION	INFORMATION SYSTEMS GROUP	SANDISK CORPORATION
BLACKBERRY	INFORTREND	SANDISK MOBILE
BLACKBERRY ACCESSORIES	INGENICO	SANFORD - MIMIO
BLAUPUNKT AUDIO	INGENICO- HEALTHCARE EID	SANFORD - MIMIO DIRECTSHIP
BLITZCAST NETWORK INC	INGRAM MICRO CONTENT CREATION SERVI	SANGEAN-PERSONAL & PORTABLE
BOGEN	INGRAM MICRO HELP DESK	SANGFOR-CARE SERVICES
BOSCH SECURITY VIDEO	INGRAM MICRO SERVICE NETWORK	SANGFOR-HARDWARE
BOSS AUDIO-CAR AUDIO/VIDEO	INNOVATION FIRST	SANYO-SMALL APPLIANCES
BRACKETRON	INSPERITY	SAP BUSINESS OBJECTS
BRAIN CENTER AMERICA	INTEC - PERS & PORT	SAP BUSINESS OBJECTS LICENSING
BRAINBOXES	INTEGRATED ARCHIVE SYSTEMS	SAPPHIRE
BRAWN CONSULTING	INTEL	SATO - MEDIA
BRETFORD MANUFACTURING	INTEL - CONTRACT WAREHOUSE	SATO - SPARE PARTS
BRICKCOM	INTEL - DESKTOP TRAY CPU	SATO-PRINTER/INSTALLED SUPPLIES
BRIGHT COMPUTING	INTEL - ESG	SCALA
BRIGHTSIGN	INTEL - IMSOURCING	SCALE COMPUTING
BROCADE - IMBUYBACK	INTEL - MOTHERBOARDS	SCAN WIRELESS - BATTERIES
BROTHER INT L (SUPPLIES)	INTEL - NETWORKING	SCANSAFE SERVICES LLC/CISCO
BROTHER INTL (PRINTERS)	INTEL - SERVER CPU	SCHLAGE BIOMETRIC SYSTEMS IR
BROTHER MOBILE - MEDIA	INTEL - SERVER CPU -TRAY	SCHLAGE CONSUMER IR
BROTHER MOBILE SOLUTIONS	INTEL - SPARES/ACCESSORIES	SCHLAGE ELECTRONIC SYSTEMS IR
BROTHER MOBILE SOLUTIONS - MEDIA	INTEL - SSD	SCHNEIDER ELECTRIC IT MISSION CRITI
BROTHER MPRINT HARDWARE	INTEL LICENSING	SCOSCHE



## DISTRIBUTOR AUTHORIZATION FORM

### Manufacturers:

BROTHER PJ6 HARDWARE	INTEL NETWORKING - QLOGIC/INFINIBAN	SDI - HEADPHONES
BROTHER RJ4 HARDWARE	INTEL RAID	SDI TECHNOLOGIES-PERSONAL & PORTABL
BROTHER WARRANTY AND PRINTER MOUNTS	INTEL SERVER LA	SDI-EKIDS
BRYANT FREEMAN	INTELLINET	SEAGATE
BUFFALO TECHNOLOGY - CONSUMER NAS	INTERMEC - FIXED PRINTER (PM43)	SEAGATE - IMSOURCING
BUFFALO TECHNOLOGY - DAS	INTERMEC-700 SERIES/RFID	SEAGATE - RETAIL
BUFFALO TECHNOLOGY - NETWORKING	INTERMEC-COMMODITY PRODUCTS	SECUREMATICS-CELESTIX
BUFFALO TECHNOLOGY USA INC	INTERMEC-DESKTOP PRINTERS	SECURITY LABS-OBSERVATION & SECURIT
BUSLINK MEDIA	INTERMEC-INDUSTRIAL PRINTERS	SECURITYWORKS
C2G	INTERMEC-MEDALLION SERVICES	SEH TECHNOLOGY
C2G - AUDIO UNLIMITED	INTERMEC-MEDIA	SEIKO - MOBILE PRINTERS
C2G - AV LINE	INTERMEC-MOBILE COMPUTING SYSTEMS	SEIKO (SMART LABEL PRINTERS)
C2G - DIGITAL SIGNAGE	INTERMEC-NETWORKING/CONNECTIVITY SW	SGC - SAMSONITE
C2G - KVM & NETWORKING	INTERMEC-OEM/ACCESSORIES	SGC - TIMBERLAND
CA	INTERMEC-PRODUCT LINKS	SHARP
CA - ERWIN	INTERMEC-PROFESSIONAL SERVICES	SHARP ELECT - LARGE FORMAT DISPLAYS
CA - REC.MGMT / DATA MODL	INTERMEC-RFID ACCESSORIES	SHARP ELECTRONICS - ACCESSORIES
CABLES UNLIMITED - SPEAKERS	INTERMEC-RFID TAGS	SHARP ELECTRONICS - CALCULATORS
CABLES UNLIMITED-COMPUTER	INTERMEC-SCHEDULE X MISC	SHARP ELECTRONICS - PRINTERS
CALRAD	INTERMEC-SOFTWARE MAINTENANCE	SHARP ELECTRONICS (CONSUMABLES)
CANARY COMMUNICATIONS	INTERMEC-SPARE PARTS	SHARP ELECTRONICS (PROJECTORS)
CANON	INTERNATIONAL INNOVATIONS	SHARP PROJECTORS - PRO A/V
CANON - PROJECTORS	INTUIT	SHARP WARRANTIES
CANON COMPUTER (SUPPLIES)	IOGEAR	SHERWOOD-HOME AUDIO/VIDEO
CANON COMPUTER SYS. INC.	IOGEAR - AVIOR	SHUTTLE COMPUTER
CANON LASER - CONSUMABLES	IOGEAR - PRO AV	SIIG INC
CANON USA - PRINTERS	IOMEGA	SIIG-PROAV
CANON USA - SCANNERS	IOMEGA - NAS	SILEX TECHNOLOGY
CANON WARRANTIES	IOMEGA - ZIP	SIMA-CUSTOM INSTALL
CANON-PHOTO VIDEO	ION-PRO SOUND	SIMA-HOME AUDIO/VIDEO
CARDSCAN	IOSAFE	SIMA-PERSONAL & PORTABLE
CAROLINA BEACH APPAREL	IPORT	SIMA-PHOTO VIDEO
CASE LOGIC-PERSONAL & PORTABLE	IRIS	SKB PRODUCTS - SGC
CASIO ECR-COMPUTER	ISTARUSA	SKINIT
CASIO-COMPUTER	ITSECLOSURES DIRECTSHIP	SMK (GYRATION/MOVEA)



## DISTRIBUTOR AUTHORIZATION FORM

### Manufacturers:

CASIO-TELEVISIONS & PROJECTORS	IVINA	SMK-LINK
CAVALRY STORAGE	JAEGA SOFTWARE	SOCKET MOBILE
CD3-PERSONAL & PORTABLE	JATON	SOCKET MOBILE - ACCESSORIES
CELESTIX NETWORKS INC	JAWBONE	SOCKET MOBILE - WARRANTY & SERVICES
CELLYNX INC	JBL	SOLARFLARE COMMUNICATION
CH PRODUCTS	JNL-BOUNTY HUNTER	SOLERATEC
CHAMBERLAIN-OBSERVATION/SECURITY	JNL-NIGHT OWL OPTICS	SOLIDTEK
CHANNEL SOURCES	JUNIPER - CONFIGURATIONS	SONICWALL - HARDWARE
CHANNEL SOURCES - BUSINESS LOGIC CO	JUNIPER - TRAPEZE	SONICWALL - NSA HARDWARE
CHECK POINT HARDWARE	JUNIPER 500/5000	SONICWALL - NSA LICENSING
CHECK POINT SOFTWARE	JUNIPER ACCESS CONTROL	SONICWALL - SOFTWARE
CHECK POINT-CAT SS	JUNIPER APAC SUPPORT	SONICWALL NFR AND HA PRODUCTS
CHECKPOINT	JUNIPER CONTENT SUBS AND FUNK SBR	SONNET TECHNOLOGIES
CHELSIO COMMUNICATIONS	JUNIPER CTP	SONY - A/V MEDIA
CHENBRO	JUNIPER EMEA SUPPORT	SONY - APPLE HEADPHONE
CHERRY	JUNIPER ENTERPRISE ROUTING	SONY - CAMCORDER ACCESSORIES
CHERRY GOVERNMENT	JUNIPER EX SERIES SWITCHING	SONY - CAMCORDERS
CHERRY HEALTHCARE	JUNIPER FIREWALL VPN	SONY - DSC
CHIEF - EW2	JUNIPER H/E SW SRX BRANCH SRX LIC	SONY - HEADPHONES
CHIP PC	JUNIPER IDP	SONY - MEMORY
CHIP PC DIRECTSHIP	JUNIPER NETWORKING	SONY - OPTICAL MEDIA
CISCO - CISCO CCW SERVICES	JUNIPER NEW SUPPORT	SONY - PRINTERS & DIGITAL FRAMES
CISCO - EDELIVERY	JUNIPER PRO SERVICES	SONY - USB DRIVES
CISCO - EDELIVERY BORDERLESS NTWRKS	JUNIPER RENEWALS	SONY ANALOG SURVEILLANCE
CISCO - EDELIVERY DATA CENTER	JUNIPER SECURE ACCESS LICENSING	SONY BATTERIES
CISCO - HW APP NETWRK SERVICES	JUNIPER SECURE ACCESS PRODUCT	SONY E READERS
CISCO - HW CABLES AND TRASCIEVERS	JUNIPER SPI	SONY IP SURVEILLANCE
CISCO - HW DATA CENTER SWITCHING	JUNIPER WLAN LICENSES	SONY LARGE FORMAT DISPLAY
CISCO - HW DIRECT SHIP	JUNIPER WX HARDWARE	SONY -MEDIA
CISCO - HW GATEWAYS AND ACCESS SVRS	JVC - PRO CAM	SONY MOBILE
CISCO - HW HIGH END ROUTERS	JVC REFERENCE	SONY MOBILE - ACCESSORIES
CISCO - HW NETWORK MGMT/IOS	JVC-CAMERAS	SONY PROJECTORS
CISCO - HW NEXUS	JVC-HEADPHONES	SONY PUERTO RICO
CISCO - HW OPTICAL NETWORKING	JVC-HOME AUDIO/VIDEO	SONY TV
CISCO - HW PHYSICAL SEC (SYPIXX)	JVC-PERSONAL & PORTABLE	SONY VAIO



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### Manufacturers:

CISCO - HW ROUTERS - HR	JWIN	SONY VAIO ACCESSORIES
CISCO - HW ROUTERS L/M	JWIN - HEADPHONES	SONY-CABLE ZONE
CISCO - HW SECURITY	JWIN-PERSONAL & PORTABLE	SONY-PERSONAL & PORTABLE
CISCO - HW SERVICE EXCHANGE	KANGURU	SONY-PHOTO VIDEO
CISCO - HW STORAGE	KASPERSKY - BOX	SONY-PRO SOUND
CISCO - HW SWITCHES CHS	KEF AMERICA-HOME A/V	SONY-TABLETS
CISCO - HW SWITCHES DT	KEMP - DS	SOUL BY LUDACRIS
CISCO - HW TAA	KEMP TECHNOLOGIES	SOUNDID
CISCO HW TANDBERG VIDEO	KENSINGTON TECHNOLOGY - MOBILE	SPARKLE POWER
CISCO - HW UNIFIED COMM	KENSINGTON TECHNOLOGY - PROAV	SPECIAL PROJECTS
CISCO - HW UNIFIED COMM RESTRICTED	KENSINGTON TECHNOLOGY - SECURITY	SPECO OBSERVATION/SECURITY
CISCO - HW VIDEO CONTENT DELIVERY	KENSINGTON TECHNOLOGY GROUP	SPECO-HOME AUDIO/VIDEO
CISCO - HW VOICE REFURB	KEY DIGITAL	STADIA MEDIA LLC
CISCO - HW WIRELESS	KEYTRONIC	STAR MICRONICS
CISCO - HW WIRELESS REFURB	KINGSTON - VALUE RAM	STAR MICRONICS LA
CISCO - IMSOURCING	KINGSTON DIGITAL MEDIA LA	STAR MICRONICS SPARES
CISCO - IRONPORT SERVICE	KINGSTON MOBILE	STAR MICRONICS-SVC
CISCO - IRONPORT SUBSCRIPTION	KINGSTON PROPETARY (LA)	STARTECH.COM
CISCO - IRONPORT TAKEOVER	KINGSTON SSD	STEEL SERIES
CISCO - PROAV	KINGSTON TECHNOLOGY DT & NOTEBOOKS	STEREN-CUSTOM INSTALL
CISCO - SMALL BUSINESS PRO	KINGSTON TECHNOLOGY FLASH	STI CERTIFIED PRODUCT
CISCO - SMART CARE	KINGSTON TECHNOLOGY SERVER	STRIIV
CISCO - SV ISV1	KINGSTON VALUE RAM (LA)	SUPERMICRO
CISCO - SV - SMART CARE	KODAK SCANNERS	SUPERMICRO COMPUTER INC
CISCO - SV DIRECT SHIP	KODAK SERVICES	SVAT
CISCO - SV PACKAGE SERVICES	KONICA MINOLTA - SUPPLIES	SVP-IMCE SERVICES
CISCO - SV PROMO	KONICA MINOLTA PRINTING	SWANN
CISCO - SV SMS-3	KOSS-HEADPHONES	SWANN PROFESSIONAL
CISCO - TAKEOVER ENTERPRISE SKUS	KRAMER	SWIFTPAGE - BOX
CISCO - TAKEOVER SMS DOLLAR BASED	KROWN MANUFACTURING INC	SWISS ARMY - CUTLERY
CISCO - UCS	KWORLD - TMCC	SWISS ARMY-TOOLS
CISCO - UCS BTO	KWORLD (LA)	SYBA
CISCO - UNIFIED COMM DS	LA MENTOR MEDIA SCM	SYMANTEC
CISCO CCW SERVICES	LABEL STOCK	SYMANTEC - ACADEMIC
CISCO DIGITAL MEDIA	LACIE	SYMANTEC - APPLIANCE



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### Manufacturers:

CISCO FLIP VIDEO	LACIE - ENTERPRISE	SYMANTEC - EXP LA
CISCO LA - HIGH END ROUTING	LACIE - PROFESSIONAL	SYMANTEC - GSA CONSULTING/TRAINING
CISCO LA - PWR ACC&CABL	LACIE - SERVICES	SYMANTEC - LOGISTICS
CISCO LA - TANDBERG	LANSKY - HOUSEWARES	SYMANTEC - OEM
CISCO LA - TELEPHONY	LANTRONIX	SYMANTEC - OFFICEMAX/FRY S
CISCO SMALL BUSINESS 1	LANTRONIX DEVICE NETWORKING	SYMANTEC AUTHORIZED EXPRESS ACAD
CISCO SMALL BUSINESS 2	LANTRONIX SERVICES	SYMANTEC AUTHORIZED EXPRESS CORP
CISCO SWITCHES	LENOVO - DESKTOP OPTIONS	SYMANTEC AUTHORIZED EXPRESS GOV T
CISCO SYSTEMS LA	LENOVO - DESKTOPS	SYMANTEC AUTHORIZED REWARDS
CITIZEN (SUPPLIES)	LENOVO - MONITORS	SYMANTEC END POINT MGMT REWARDS
CITIZEN AMERICA CORPORATION	LENOVO - PRO AV	SYMANTEC END POINT MGMT ACAD
CITIZEN AMERICA I	LENOVO - SERVER OPTIONS	SYMANTEC END POINT MGMT EXPRESS
CITRIX - TRAINING VOUCHERS	LENOVO - THINKPAD OPTIONS	SYMANTEC END POINTMGMT GOV T
CITRIX - ACCESS GATEWAY	LENOVO - THINKPADS	SYMANTEC ENTERPRISE INTL
CITRIX - CLOUDSTACK	LENOVO - THINKSERVER TS	SYMANTEC ENTERPRISE TRAINING
CITRIX - CSP	LENOVO 3000 OPTIONS	SYMANTEC EXPRESS LICENSING (CORP)
CITRIX - ESSENTIALS XENSERVR	LENOVO CUSTOM TP AND DT	SYMANTEC EXPRESS LICENSING- ACAD
CITRIX - KAVIZA	LENOVO IDEACENTRE	SYMANTEC EXPRESS LICENSING- GOV T
CITRIX - MISC	LENOVO IDEAPAD	SYMANTEC- EXSP LICENISNG PROGRAM
CITRIX - NETSCALER	LENOVO RETAIL OPTIONS	SYMANTEC- INSTALLMENT
CITRIX - XENAPP FUNDAMENTALS	LENOVO SERVICES	SYMANTEC MEDIA
CITRIX COURSEWARE BOOKS	LENOVO- SOFTWARE	SYMANTEC REWARDS LICENSING PROGRAM
CITRIX LA	LENOVO STORAGE CORPORATE	SYMANTEC TRAINING/TECH SUPPORT
CITRIX WANSCALER	LENOVO THINKSERV SERVICES	SYMBOL-MOTOROLA LA
CITRIX XENAPP	LENOVO THINKSTATIONS	SYNERGY SOFTWARE
CITRIX XENDESKTOP	LENOVO TOPSELLER DT	SYNOLOGY
CLARITY-TELECOM	LENOVO TOPSELLER THINKSTATION	SYSTRAN - BOXED
CLEARONE	LENOVO TOPSELLER TP	SYSWAN
CLOVER ELECTRONICS-OBSERVATION & SE	LEXMARK - BPD SUPPLIES	TANDBERG / EXABYTE - SSP
CMS PRODUCTS	LEXMARK - SERVICES	TANDBERG / EXABYTE - VXA
COBRA	LEXMARK ACCESSORIES	TANDBERG DATA
COBRA-ACCESSORIES	LEXMARK COLOR LASER	TANDBERG DATA - LTO
COBY - HEADPHONES	LEXMARK DOT MATRIX	TANDBERG DATA CORP
COBY-PERSONAL & PORTABLE	LEXMARK INKJETS	TANGENT
COBY-PHOTO/VIDEO	LEXMARK LASERS	TARGUS



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### Manufacturers:

COBY-TV5	LEXMARK PARTS	TARGUS MOBILE
COCOON INNOVATIONS	LEXMARK SUPPLIES	TATUNG
CODI	LG	TATUNG DIGITAL
COGNITIVE	LG - EW2	TEAC
COGNITIVE- MEDIA AND ACCESSORIES	LG - NETWORK ATTACHED STORAGE	TEKLYNX
COLEMAN-OUTDOOR	LG COMMERCIAL PRODUCTS	TELY LABS
COM TRADE LIC SUPPORT	LG DIGITAL/AUDIO/VIDEO	THE JOY FACTORY
COMODO SECURITY SOLUTIONS	LG ELECTRONICS	THERMAPAK
COMPREHENSIVE CABLE	LG HOSPITALITY	THOMSON REUTERS
COMPUTER SECURITY PRODUCT	LG VIDEO CONFERENCING PRODUCTS	TIC
COMTREND	LG WARRANTIES	T-MOBILE
CONTROL CORP.	LIEBERT - EP1	TOCAD-BATTERIES
CONAIR-CUSINART	LIEBERT - EP1 WARRANTY/SERVICES	TOCAD-CELLULAR
CONAIR-PERSONAL CARE	LIEBERT - LES	TOCAD-PHOTO/VIDEO
CONAIR-TRAVEL SMART	LIEBERT - SOFTWARE	TOCAD-PORTABLE
CONAIR-WARING PRO	LIEBERT - SP1	TOP & TECH
CONDUSIV TECHNOLOGIES LICENSING	LIEBERT - SP1 WARRANTY/SERVICES	TOPAZ SYSTEMS
CONFIG 1	LIFEPROOF	TOSHIBA - IMAGING SYSTEMS
CONFIG 6	LINEAR/NOVI-CUSTOM INSTALL	TOSHIBA - NOTEBOOK ACCESSORIES
CONNECTPRO	LIVE VHD SERVICES	TOSHIBA - SERVICES
CONNECTWISE	LOGIC CONTROLS	TOSHIBA HARD DRIVES
COOLER MASTER USA	LOGITECH - COMPUTER ACCESSORIES	TOSHIBA MINI
CORE BTS INC	LOGITECH - LIFESIZE	TOSHIBA RETAIL
COREL	LOGITECH - LIFESIZE LICENSES/WARRAN	TOSHIBA STORAGE DIVISION-ENTERPRISE
COREL - ACADEMIC PRODUCT	LOGITECH - OEM	TOSHIBA STORAGE DIVISION-MOBILE
COREL - GOVT	LOGITECH (LA)	TOSHIBA SYSTEMS
COREL - WORDPERFECT	LOREX-OBSERVATION/SECURITY	TOSHIBA TABLETS
COREL LICENSING ACADEMIC	LSI LOGIC	TOSHIBA-HOME THEATER
COREL LICENSING COMMERCIAL	LUMENS INTEGRATION INC.	TOTAL DEFENSE RENEWALS
CORSAIR VALUE SELECT	LUTRON	TOTAL DEFENSE RETAIL
CORSAIR XMS	LUXUL	TOTAL TRAINING
CORTADO	M & A TECHNOLOGY	TOUCHFIRE INC.
COYOTE POINT SUPPORT	MACE - PERSONAL	TOUCHSYSTEMS
COYOTE POINT SYSTEMS INC	MACE GROUP - MACALLY	TP LINK
CP TECHNOLOGIES	MACE SECURITY-OBSERVATION & SECURIT	TPG



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### Manufacturers:

CRADLEPOINT	MAD CATZ - TRITTON	TRADE KREATIVE SOLUTIONS GROUP - KI
CRADLEPOINT - ARC	MAD CATZ-SAITEK	TRANSCEND
CRADLEPOINT - WARRANTIES	MAD CATZ-VIDEO GAME	TRANSITION NETWORKS
CREATIVE LABS	MAGELLAN	TREND MICRO - ACAD / GOVT
CROWN	MAGELLAN ACCESSORIES	TREND MICRO - BOX
CRU	MAGTEK	TREND MICRO - DEEP SECURITY
CTL CORP	MAGTEK - MSR READERS	TREND MICRO - HARDWARE APPLIANCE
CYBER ACOUSTICS	MAGTEK NR	TREND MICRO - LICENSING
CYBER POWER SYSTEMS DS	MANHATTAN	TREND MICRO - PREMIUM SUPPORT
CYBERDATA	MARINER SOFTWARE	TREND MICRO MAINTENANCE
CYBERLINK USA (CSDC)	MATIAS	TREND MICRO S1
CYBERNET	MAXELL	TRENDNET - BUSINESS CLASS
CYBERPOWER SYSTEMS USA	MAXELL - BATTERIES	TRENDNET - CONSUMER
CYMPHONIX	MAXELL - COMPUTER	TRG - SWISS GEAR
DAMAC PRODUCTS	MAXELL - MEDIA	TRIDENT CASE
DANE ELEC-MEMORY/BLANK MEDIA	MAXELL - MEMORY	TRIPLETT TOOLS & METERS
DANTONA - ULTRALAST BATTERIES	MAXELL-HEADPHONES	TRIPP LITE
DANTONA-ULTRALAST AFTER MARKET	MAXSA INNOVATIONS LLC	TRIPP LITE - PRO AV
DASCOM	MAXXSONICS - CAR AUDIO	TRIPPLITE
DATA LOCKER	MCAFEE LICENSING	TRYTEN
DATA COMM-CUSTOM INSTALL	MCAFEE NETDEF SECURE CORP	TSC-PRINTERS KDU SCANNERS OPTIONS
DATA CORE	MCAFEE PREMIUM SUPPORT AND SERVICES	TSC-SPARE PARTS AND PRINTHEADS
DATA CORE - CLOUD SERVICE	MCAFEE RETAIL (LA)	TURTLE BEACH SYSTEMS
DATA CORE SERVICES	MCAFEE RETAIL BOXED PRODUCT	UIC - ASANTE
DATALOGIC	MCAFEE RISK&COMPLIANCE CORP	UIC - ASANTE SWITCHES
DATALOGIC ADC - CLASS 1	MCAFEE SYSSECURITY CORP	UITSTOR USA INC.
DATALOGIC ADC - CLASS 10	MCKLEIN	ULTRALIFE BATTERIES
DATALOGIC ADC - CLASS 12	MCKLEIN CO-COMPUTER	UNCAGED ERGONOMICS
DATALOGIC ADC - CLASS 2	M-EDGE	UNIBRAIN
DATALOGIC ADC - CLASS 3	MELLANOX SW	UNIDEN - OBSERVATION & SECURITY
DATALOGIC ADC - CLASS 5	MELLANOX TECHNOLOGIES	UNIDEN 2-WAY RADIO
DATALOGIC ADC - CLASS 6	MERU - PRODUCT	UNIDEN PHONES
DATALOGIC ADC - CLASS 7	METAL WARE - NESCO	UNIFORM
DATALOGIC ADC - CLASS 8	METAL WARE-OPEN COUNTRY	UNIGUEST
DATALOGIC ADC - CLASS 9	METRA-CAR AUDIO/VIDEO	UNITECH





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### Manufacturers:

DATALOGIC ADC - NOCP	METROPOLITAN VACUUM CLEANER CO	UNITECH - ALL ACCESSORIES
DATALOGIC ADC -CLASS 11	MICRO INNOVATIONS-COMPUTER	UNITECH - ALL TERMINALS
DATAMAX	MICRON CONSUMER PRODUCTS GROUP	UNITECH AMERICA LA/MEX
DATAMAX - M/I/H/W/E CLASS	MICRONET	UNYPOS INTERNATIONAL
DATAMAX - O NEIL	MICROSOFT	UPLOGIX
DATAMAX O NEIL	MICROSOFT - OPEN-OFFICE 365	US ROBOTICS - ACCESSORIES
DATAMAX-O NEIL - IMPACT PRINTERS	MICROSOFT - XBOX	US ROBOTICS - BRANDED DESKTOP
DATAMAX-O NEIL - THERMAL PRINTERS	MICROSOFT (REVERSE LOGISTICS)	V2 TECHNOLOGIES DIRECT SHIP
DATARAM	MICROSOFT / TOSHIBA	V7
DATARAM AMD RADEON MEMORY NA	MICROSOFT- ARVATO DIGITAL SERVICES	V7 AUDIO
DATARAM GOV/ED	MICROSOFT CAMPUS AGREEMENT	V7 KEYBOARDS & MICE
DATASTOR	MICROSOFT- ESD	V7 LCD MONITORS
DBL	MICROSOFT HARDWARE	V7 MEMORY
DBX	MICROSOFT LICENSING GE	V7 MOUNTS AND STANDS
DELL - IMSOURCING	MICROSOFT MENTOR MEDIA	V7 NOTEBOOK CARRYING CASES
DELL CTO	MICROSOFT OFFICE PKC	V7 PROJECTORS
DELL ENTERPRISE	MICROSOFT OPEN ACADEMIC	V7 SECURITY ACCESSORIES
DELL LATITUDE	MICROSOFT OPEN BUSINESS 500+POINTS	V7 SURGE
DELL OPTIPLEX	MICROSOFT OPEN CHARITY	V7 TONER
DELL PERIPHERALS	MICROSOFT OPEN GOVERNMENT	V7 WEB CAMS
DELL PRECISION	MICROSOFT OPEN VALUE 250 ANNUITY	V7-BATTERIES
DELL PRINTER ACCESSORIES	MICROSOFT OPEN VALUE 250 FULL PAY	V7-CABLES
DELL PRINTERS	MICROSOFT OVS-ES PROGRAM ACAD	V7G
DELL PROJECTORS	MICROSOFT PRESS	V7G-REFURBISH
DELL VOSTRO	MICROSOFT SCHOOL AGREEMENT	VANGUARD
DELL WARRANTIES	MICROSOFT WWF	VANGUARD CASES
DENONPRO	MIDEA-SMALL APPLIANCES	VCE
DETTO TECHNOLOGIES	MIDLAND-2 WAY RADIOS	VCE - CISCO
DIALOGIC - BUNDLED PRODUCT	MILESTONE - DA-LITE	VCE - EMC
DIALOGIC (US) INC	MILESTONE AV TECH - CHIEF	VCE - OTHER
DIALOGIC (US) INCBOX	MILESTONE SYSTEMS	VCE - VMWARE
DIGI INTERNATIONAL	MILESTONE-SANUS	VEEAM SOFTWARE
DIGI WIRELESS	MIRACLE BUSINESS	VEEAM SOFTWARE- MAINTENANCE
DIGISTORE SOLUTIONS	MITEK-COUSTIC	VERAMARK
DIGITAL INN-AV CARE & MEDIA STORAGE	MITEK-MTX	VERBATIM - SMARTDISK



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### Manufacturers:

DIRECTED ELEC-ALARMS	mitsubishi	VERBATIM CORPORATION
DISTINOW	MITSUBISHI (PERIPHERALS)	VICTORY MULTIMEDIA
DISTINOW - DIRECT SHIP	MITSUBISHI PROAV	VIDEOLARM
DISTINOW - EP	MIZCO	VIEWCAST -DIRECT SHIP
DISTINOW - PHYSICAL SECURITY	MIZCO-HEADPHONES	VIEWSONIC
D-LINK BUSINESS ETAIL	MMF	VIEWSONIC DISPLAYS
D-LINK BUSINESS PRODUCTS SOLUTIONS	MOBI	VIEWSONIC LFD
D-LINK PHYSICAL SECURITY	MOBOTIX	VIEWSONIC PROAV
D-LINK SERVICE & MAINTENANCE	MODULR	VIEWSONIC VA
D-LINK SVC MAINT ETAIL	MONSTER - EW2	VIEWZ
D-LINK SYSTEMS INC	MONSTER LLC	VIGITRON
DOCKETPORT.COM	MONSTER-CABLES	VINPOWER DIGITAL DIRECTSHIP
DORADO SOFTWARE	MORGANVILLE BY BELLO	VISION SYSTEMS - GEOVISION
DOTWORKZ	MOTOROLA	VISIONEER (SCANNERS)
DOUBLESIGHT DISPLAYS	MOTOROLA - CONNECTED HOME SOLUTIONS	VISIONTEK
DPI/GPX-PERSONAL & PORTABLE	MOTOROLA /SYMBOL DC-1A (LA)	VISIONTEK/ROCKDOC
DRAPER	MOTOROLA INC	VISTA QUEST - HP PHOTO VIDEO
DRAPER - DS	MOTOROLA MOBILITY TABLET ACCS	VISTABLET
DREAMGEAR - GAMING	MOTOROLA PASSIVE OPTICAL LAN	VIVITEK
DREAMGEAR-PERSONAL & PORTABLE	MOTOROLA TIMBUKTU	VIZIO - HOME AV
DRIVENTALK	MOTOROLA WI AIR DEFENSE - 1D	VIZIO - PCS
DROBO	MOTOROLA WLAN - 1F	VMWARE - LICENSING
DYMO	MOTOROLA WLAN - 1F D/S	VMWARE -BOX
DYMO CORPORATION	MOTOROLA WLAN - 1G	VMWARE LICENSING
EATON ELECTRICAL INC	MOTOROLA/SYMBOL - ALL OTHER	VMWARE PROF SERVICE
ECO STYLE	MOTOROLA/SYMBOL ADC - 1C	VMWARE RENEWAL
ECOMASTER TECHNOLOGY	MOTOROLA/SYMBOL ALL OTHER(LA)	VMWARE VSPP
EDGE TECH	MOTOROLA/SYMBOL DC - IA	VON DUPRIN IR
EDGE TECH CORPORATION	MOTOROLA/SYMBOL MC - 1A	VONNIC INC.
EECOLOR	MOTOROLA/SYMBOL MC - 1A D/S	VORTEX
EINSTRUCTION DIRECTSHIP	MOTOROLA/SYMBOL MC - 1B	VOXX - ACCESSORIES
EINSTRUCTIONS	MOTOROLA/SYMBOL OEM - 4A	VOXX - BATTERIES
EIZO INC	MOTOROLA/SYMBOL RF - 1A	VOXX - HEADPHONES
ELECTRIC-SPIN	MOTOROLA/SYMBOL SV - 3A	VPN DYNAMICS
ELEXA - IBLINKS	MOTOROLA/SYMBOL SV - 3B	VPN DYNAMICS - CISCO



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### Manufacturers:

ELEXA - LEVELMOUNT	MOTOROLA/SYMBOL SV-3A (LA)	VPN DYNAMICS - JUNIPER
ELGATO SYSTEMS	MOTOROLA/SYMBOL SV-3B (LA)	VPN DYNAMICS - MICROSOFT
ELITE SCREENS	MOTOROLA/SYMBOL WI - 1E	VPN DYNAMICS - OTHER
ELITE SCREENS DIRECTSHIP	MOTOROLA/SYMBOL WI-1F (LA)	VPN DYNAMICS - VMWARE
ELO	MOTOROLA/SYMBOL WI-1F D/S (LA)	VTECH
ELO - ALL-IN-ONE SYSTEMS	MS LA FPP	VTECH - SYNJ
ELO - PRO AV	MS- OV LVL D ANNUITY OPTION	VTECH-ATT
ELO - TOUCHSCREENS	MS OV LVL D FULL PAY OPTION	VUTEC
ELO- ACCESSORIES	MS- OV2.0 ANNUITY OPTION	VXI
ELO WARRANTIES & SERVICES	MS- OV2.0 FULL PAY OPTION	VXI - TELEPHONY
EMBARCADERO LICENSING	MSI COMPUTER	WACOM
EMC - IMSOURCING	MSI COMPUTER - NOTEBOOKS	WAHL APPLIANCES
EMC ADVANCED CONSOLIDATE	MS-OPEN VALUE SUBSCRIPTION	WAL-MART.COM USA LLC
EMC BRS	MSW - PERS & PORT	WARRENTECH
EMC CONNECTRIX	MSW-CELLULAR	WARRENTECH-WARRANTEES
EMC CUSTOMER ED	MSXBOX	WASP BARCODE TECHNOLOGIES
EMC HBAS EMULEX	MTI	WASP FAST START/SILVER PARTNERS
EMC HBAS QLOGIC	MTM TECHNOLOGIES	WASP GOLD PARTNERS
EMC SELECT/RENEWALS	MULTI-TECH SYSTEMS	WASP PLATINUM PARTNERS
EMC UNIFIED 3C	MULTI-TECH WARRANTIES	WATCHGUARD - RENEWALS
EMC UNIFIED ENTRY LEVEL	MUXLAB	WATCHGUARD - VIRTUAL SOLUTIONS
EMD MUSIC	MW PRODUCTS - MOUNTS	WATCHGUARD SERVICES
EMULEX	MYOB US	WATCHGUARD SOHO & SOFTWARE
ENABLE - IT	N-ABLE TECHNOLOGIES	WATCHGUARD SOHO SERVICES
ENERGIZER	NADY-PRO SOUND	WATCHGUARD TECHNOLOGIES
ENERGIZER-BATTERIES	NAMSUNG-DUAL-CAR A/V	WATCHGUARD TECHNOLOGIES INC
ENET COMPONENTS	NANONATION	WATCHGUARD XTM HARDWARE
ENGENIUS	NASHUA	WATCHGUARD XTM LICENSING
ENSCONCE DATA TECHNOLOGY-DIRECT SHI	NATIONAL SERVICE CENTER	WAVE SYSTEMS
ENTRA HEALTH SYSTEMS	NAVORI INC	WAVE SYSTEMS - SAFEND
ENVISION	NCH SOFTWARE	WAVELINK
ENVISION PERIPHERALS - PHILIPS	NCOMPUTING	WEBSense
EP MEMORY	NCR	WEBSense ACADEMIC
EPADLINK	NCR - SERVICES	WEBSense COMMERCIAL
EPEAT	NCR - SUPPLIES	WEBSense SMB ACADEMIC



## DISTRIBUTOR AUTHORIZATION FORM

### Manufacturers:

EPLUS	NCR- PARTNER PROGRAM	WEBSense SMB COMMERCIAL
EPSON	NEC DISPLAY SOLUTION -LARGE FORMAT	WEBTRENDS - LICENSING
EPSON - ACCESSORIES	NEC DISPLAYS	WEDGE NETWORKS-DIRECT SHIP
EPSON - DOT MATRIX	NEC PROJECTORS	WEIGH-TRONIX
EPSON - EXTENDED SERVICE PLAN	NEC PROJECTORS PROAV	WENGER NA - SWISS
EPSON - INK JETS	NEC WARRANTIES AND SERVICES	WESTERN DIGITAL
EPSON - LARGE FORMAT	NERO SOFTWARE	WESTERN DIGITAL - SMB
EPSON - PHOTO IMAGING	NETGEAR BUSINESS CLASS	WESTERN DIGITAL - NETWORKING
EPSON - PHOTO PRINTERS	NETGEAR CONSUMER	WESTERN DIGITAL - RETAIL
EPSON - PROJECTOR ACC & HOME ENT	NETGEAR SERVICES	WESTERN DIGITAL-AV
EPSON - PROJECTORS	NETIQ - INFRASTRUCTURE MGMT	WESTERN DIGITAL-AV SINGLE
EPSON (LA)	NETIQ- VOIP	WESTERN DIGITAL-DESKTOP SINGLE
EPSON (SS-MET)	NETSCOUT RENEWALS	WESTERN DIGITAL-ENTERPRISE
EQUINOX PAYMENTS	NETTALK	WESTERN DIGITAL-ENTERPRISE SINGLE
EQUISYS INC	NEX COMPUTERS INC.	WESTERN DIGITAL-MOBILE
EREPLACEMENT	NEX COMPUTERS INC	WESTERN DIGITAL-MOBILE SINGLE
ERGOGUYS	NEXT GENERATION-HOME AUDIO/VIDEO	WHISTLER-CAR AV
ERGOTRON	NEXTGEN HEALTHCARE	WIRELESS EXTENDERS
ERGOTRON HEALTHCARE	NEXTWINDOW - DS	WIRESLIM PRODUCTS
ERGOTRON SERVICES	NEXTWINDOW LTD.	WYSE LICENSING & SERVICES
ESKER LICENSING	NICEWARE	WYSE TECHNOLOGY (WINTERM)
ETYMOTIC RESEARCH	NIGHT OWL - OBSERVATION & SECURITY	X1 DISCOVERY
EVERFOCUS	NOLO PRESS	XEROX - COLOR PRINTER SUPPLIES
EVGA	NORAZZA-AV CARE & MEDIA STORAGE	XEROX - COLOR PRINTERS
EVOLIS	NORAZZA-PHOTO VIDEO	XEROX - MONO PRINTER SUPPLIES
EVOLVE III	NORTEL NETWORKS VOICE - INTL	XEROX - MONO PRINTERS
EXABYTE/IMATION MEDIA	NOVASTOR CORPORATION	XEROX ESERVICES
EXCEPTIONAL 3D INC	NOVELL	XFX
EXTENSIS	NOVELL - ALA/SLA	ZAGG
EYE-FI - MEMORY	NOVELL - MEDIA	ZAGG INC - IFROGZ
EZ DUPE-COMPUTER	NOVELL - MLA	ZCOVER
EZNEX INC	NOVELL - SERVICES	ZEBRA - 105 SERIES
F5 - BIG	NOVELL - VLA LICENSING	ZEBRA - CUSTOM
F5 - EVAL	NUANCE - ACADEMIC LICENSING	ZEBRA - DESKTOP
F5 NETWORKS DELL MAIN	NUANCE - CORP LICENSING	ZEBRA - HC 100 SERIES



## DISTRIBUTOR AUTHORIZATION FORM

### Manufacturers:

F5 RENEWALS	NUANCE - DRAGON MEDICAL BOX	ZEBRA - KIOSK PRINTERS
FABRIQUE	NUANCE - DRAGON MEDICAL LICENSING	ZEBRA - KIOSK PRINTERS MEDIA
FARGO ELECTRONICS (PRINTERS)	NUANCE - GOVT LICENSING	ZEBRA - MEDIA
FELLOWES	NUANCE ACADEMIC	ZEBRA - MOBILE
FENDER-PRO SOUND-RESTRICTED	NUANCE COMMUNICATIONS	ZEBRA - RFID
FILEMAKER	NUMARK INDUSTRIES - ALESIS	ZEBRA - S4M
FILEMAKER INC. ACADEMIC	NUMARK-PRO SOUND	ZEBRA - SERVICES
FILEMAKER INC. ED VLA	NUTONE-CUSTOM INSTALL	ZEBRA - SPARE PARTS
FILEMAKER INC. VLA	NVOQ- LICENSING	ZEBRA - WRISTBANDS MEDIA
FINAL DRAFT	NXG - BASIX	ZEBRA - XI SERIES
FLUKE NETWORKS - AIRMAGNET	NXG - BLACK PEARL	ZEBRA - Z SERIES
FLUKE NETWORKS - AIRMAGNET BOX	NXG - ONYX	ZEBRA CARD - RFID/UHF/OTHER CARDS
FLUKE NETWORKS - AIRMAGNET ENTERPRISE	NXG - SPEAKERS	ZEBRA CARD C SERIES YMCKO
FLUKE NETWORKS CORE	NXG-COMPUTER ACCESSORIES	ZEBRA CARD CATEGORY A
FLUKE NETWORKS CORE SERVICES	NXG-MEDIA DISTRIBUTION	ZEBRA CARD CATEGORY B
FLUKE NETWORKS VISUAL	NXG-MOBILE ACCESSORIES	ZEBRA CARD PRINTERS
FLUKE NETWORKS VISUAL - SERVICES	NXG-MOUNTS&FURNITURE	ZEBRA CARD SPARE PARTS
FORACARE	NYKO-VIDEO GAME	ZEBRA CARD-SUPPL-I SER MULTI PANAL
FORTINET	O BRIEN	ZEBRACARD (ELTRON)
FORTINET BUNDLE RENEWAL & SERVICES	OBIHAI TECHNOLOGY	ZEPHYR TECHNOLOGY
FORTINET MID & HIGH END APPLIANCES	OBSERVINT TECH	ZHONE TECHNOLOGIES INC
FORTINET NFR	OCZ TECHNOLOGY	ZHONE TECHNOLOGIES SERVICES
FORTINET SME PRODUCTS	OGIO - CASES	Z-LINE DESIGNS - FURNITURE
FORTINET TRAINING & PRO SERVICES	OKI DATA COPIER PRODUCTS	ZOMM
FOXIT SOFTWARE	OKIDATA - ACCESORIES	ZOOM TELEPHONICS
FRAMEWORKS SYSTEMS ENGINEERING	OKIDATA - DOT MATRIX	ZOOMSWITCH
FREESTYLE - WATCHES	OKIDATA - PRINTERS	ZOTAC
FUJI PHOTO FILM	OKIDATA DOT MATRIX ACCESSORIES	ZTE
		ZYXEL



Lexmark International, Inc.  
740 West New Circle Road  
Lexington, KY 40550  
USA

June 26, 2013

To: Commonwealth of PA  
P.O. Box 69180  
Harrisburg, PA 17106

Re: **COPA PERIPHERALS 6100025256**

**Manufacturer Letter of Authorization**

Lexmark International, Inc. hereby certifies that Pomeroy IT Solutions is a reseller of Lexmark products and is authorized to sell all such products. If awarded a contract with Commonwealth of PA, Lexmark will furnish such reseller, subject to its normal business practices, the Lexmark products being bid.

Lexmark International, Inc.  
Manufacturer

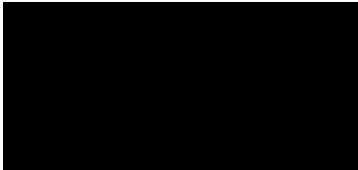
740 West New Circle Road

Lexington, KY 40550

Pomeroy IT Solutions  
Name of Reseller

1020 Petersburg Road

Hebron, KY 41048



Jerry Kelly  
Director of Contracts

June 14, 2013

Mr. Ray Jaime  
Commodity Specialist  
Bureau of Procurement  
Commonwealth of PA  
Office of Administration



Dear Mr. Jaime:

Thank you for the opportunity to provide our products through Pomeroy. Pomeroy is authorized to provide our equipment to The Commonwealth for IT Peripherals, IFB Number 6100025256.

Should you have any questions, please feel free to contact us.

Sincerely,

DocuSigned by:  
[Redacted Signature]

3A45FBAA1470491...

F. Quintero

VP Channel Sales

6/20/2013



**MOTOROLA**

June 21, 2013

To Whom it May Concern;

**RE: Letter of Authorization as Motorola Reseller**

This letter will serve to inform you that Pomeroy IT Solutions Co., Inc., with a main place of business located at 4349 Carlisle Pike, Camp Hill, PA 17011-4128 ("Pomeroy") is a reseller and a member of Motorola Solutions, Inc ("Motorola") channel partner program.

As such, Pomeroy is authorized to sell Advanced Data Capture, Mobile Computing and Wireless products (including peripherals) available from Symbol Technologies, Inc. a wholly owned subsidiary of Motorola.

This letter to be used in direct conjunction to Pomeroy's response to the Commonwealth Solicitation for peripherals, Commonwealth Solicitation # 6100025256.

Should you have any questions please feel free to contact me at (847)576-0814 or Dave.Schwarz@motorolasolutions.com.

Sincerely



Dave Schwarz  
NA Channel Operations  
Motorola Solutions, Inc.



Riverbed Technology, Inc.  
199 Fremont Street  
San Francisco, CA 94105

Main 415.247.8800  
Fax 415.247.8801

[www.riverbed.com](http://www.riverbed.com)

June 26, 2013

**MANUFACTURER'S AUTHORIZATION**

Pomeroy IT Solutions  
1020 Petersburg Road  
Hebron, KY 41048

Ref: Commonwealth of Pennsylvania – IT Peripherals Bid IFB 6100025256

To Whom It May Concern:

This letter is to confirm that as the date of this letter, Pomeroy IT Solutions, is an Authorized Reseller of Riverbed Technology, Inc., (“Riverbed”) products and related and is authorized to resell such products and related services within North America including, but not limited to public sector entities across the entire Commonwealth of PA.

Should you have any questions, please contact [contracts@riverbed.com](mailto:contracts@riverbed.com) or Anne Wimmer at 303-717-2100.



SD9839B9E59F4ZA...  
Ernie Maddock  
EVP & CFO

/ps



**June 27, 2013**

To Whom It May Concern:


Pomeroy is an Authorized National Reseller Partner of Schneider Electric. Please note the following on Pomeroy's status with Schneider Electric

- Long standing relationship with Schneider Electric's ITB Division (APC).
- Account #1427
- Partner status with other Schneider Electric entities

Pomeroy is authorized to provide our equipment to The Commonwealth for IT Peripherals, IFB Number 6100025256.

Regards,

Robert de Ciutiis,  
APC by Schneider Electric



Robert de Ciutiis  
APC by Schneider Electric, Pomeroy National Account Manager  
P: 860-573-5044  
Robert.deCiutiis@schneider-electric.com



July 24, 2013

To: Ray Jaime  
Commodity Specialist  
Bureau of procurement  
Commonwealth of PA  
Office of Administration

From: Jim Wilson  
Regional Sales Manager  
Sharp Electronics Corporation

Dear Mr. Jaime:

Thank You for the opportunity to provide our Products through Pomeroy. Pomeroy is authorized to provide our equipment to the Commonwealth for IT Peripherals, IFB Number 6100025256.

Should you have any questions, please feel free to contact us.

Sincerely,

Sharp Electronics Corporation



Jim Wilson  
Regional Sales Manager  
Sharp Electronics Corporation  
301-432-8026

**SHARP**®



**SMART Technologies Corporation**  
Washington Sales Office  
1655 North Fort Myer Drive, Suite 1120  
Arlington, VA 22209  
USA  
Phone +1.703.516.7627  
Toll Free 1.866.766.6927  
Fax +1.703.351.1113

**SMART Technologies ULC (Head Office)**  
3636 Research Road NW  
Calgary, AB T2L 1Y1  
CANADA  
Phone 403.245.0333  
Toll Free 1.888.42.SMART (Canada/U.S.)  
Fax 403.228.2500  
[info@smarttech.com](mailto:info@smarttech.com)  
[www.smarttech.com](http://www.smarttech.com)

June 27, 2013

Email: [Gerald.Rutledge@pomeroy.com](mailto:Gerald.Rutledge@pomeroy.com)

**Pomeroy Computer Resources**  
5040 Louise Drive, Suite 105  
Mechanicsburg, PA  
USA 17055

Attention: **Gerald Rutledge**

**Re: Authorized Dealer Agreement between SMART Technologies Corporation  
("SMART") and Pomeroy Computer Resources ("Dealer") dated April 1,  
2013 (the "Agreement")**

---

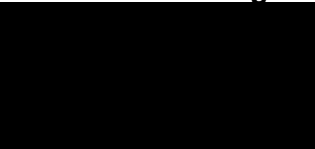
SMART is the manufacturer of SMART Board® interactive whiteboards and SMART brand products ("SMART Products") (a complete listing of which may be found at [www.smarttech.com](http://www.smarttech.com)). SMART hereby confirms as of the date of this letter that **Dealer**, located at the above referenced address, has been an authorized SMART dealer since December 29, 2000 and is authorized to sell SMART Products to the markets of K12, Corporate, and Government in Pennsylvania.

All SMART Products sold by SMART's authorized dealers ship with SMART's standard equipment manufacturer's limited warranty, which SMART will honour. SMART will also extend such warranty for up to five (5) years on front projection SMART Board interactive whiteboards upon registering online at [www.smarttech.com/registration/ProductReg](http://www.smarttech.com/registration/ProductReg).

Additionally, SMART provides technical support to the authorized dealer to enable them to provide assistance as needed, for installation, set up and training services, as well as to repair and/or furnish replacement parts as required.

Yours truly,

**SMART Technologies Corporation**



Patric Nagel  
Vice President  
Americas & Global Channel Development

cc: Jennifer Hohman, SMART Technologies

Dealer Authorization - NA



June 14, 2013

Re: Commonwealth of Pennsylvania, IFB #6100025256 for IT Peripherals

To Whom It May Concern,

This letter is to certify that Pomeroy is an authorized reseller of our products to the Commonwealth of Pennsylvania.

Please contact me directly if there is any additional information required to support their response to your RFP.

Sincerely,

  
Kevin Forrester

VP Sales

Source Technologies

770-888-7863

Kforrester@sourcetek.com



June 14, 2013

Mr. Ray Jaime

Commodity Specialist

Bureau of Procurement

Commonwealth of PA

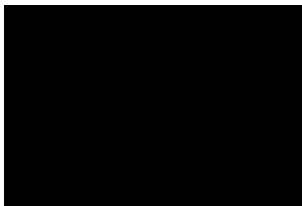
Office of Administration

Dear Mr. Jaime:

Thank you for the opportunity to provide our products through Pomeroy. Pomeroy is authorized to provide our equipment to The Commonwealth for IT Peripherals, IFB Number 6100025256.

Should you have any questions, please feel free to contact us.

Sincerely,



Jason Stuczynski

Vice President of Sales



**Dina Brandt**  
*Partner Manager*  
*Central PA and Northern MD*  
*North American Resellers*  
*Group*

dina.brandt@xerox.com  
tel 717.486-8378  
cell 717.943.0051

June 26, 2013

Pomeroy IT Solutions Inc.  
5040 Louise Drive  
Suite 105  
Mechanicsburg, PA 17055

To Whom It May Concern:

This letter is to confirm that Pomeroy IT Solutions Inc. is currently a registered reseller for our products and services; Xerox office printers, multifunction products, services and supplies. As such, Pomeroy is able to provide Xerox multifunction equipment to the Commonwealth of Pennsylvania for the IT Peripherals, IFB 6100025256.

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

Sincerely,



Dina M. Brandt  
Channel Business Manager  
Xerox North American Resellers



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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 OA/OIT to satisfy a need for **IT PERIPHERALS** .

#### **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 [WWW.EMARKETPLACE.STATE.PA.US](http://WWW.EMARKETPLACE.STATE.PA.US) 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 (Oct 2006)**

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.

#### **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 (July 2012)**

**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).

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 term does not include any court or other officer or agency of the unified judicial system,

the General Assembly and its officers and agencies, any State-related institution, or any Commonwealth executive or independent agencies, boards, or commissions not listed above. Statewide "row" offices, including the Auditor General, Attorney General, and State Treasurer **are not** State-affiliated entities under the Procurement Code.

However, elements of the court system, the General Assembly, and independent agencies, boards, or commissions have been deemed eligible for COSTARS membership as entities that spend public funds for the procurement of supplies, services, and construction.

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.dgsweb.state.pa.us/COSTARSReg/Member.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:

<b>Contractor Classification</b>	<b>Required Administrative Fee</b>
Department of General Services 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.

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. If the bidder is a Department of General Services-Certified Small Business, a copy of its active certification must be included with the Administrative Fee for each contract year and upon each renewal.

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 via the web-based COSTARS Suppliers' Gateway at [www.dgs.state.pa.us/costars](http://www.dgs.state.pa.us/costars) . 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.dgs.state.pa.us/costars](http://www.dgs.state.pa.us/costars)

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.dgs.state.pa.us/costars](http://www.dgs.state.pa.us/costars) , 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@state.pa.us](mailto:GS-PACostars@state.pa.us)

#### **I.10 IFB-028.1 Participating Addendum with an External Procurement Activity (Dec 6 2006)**

Section 1902 of the *Commonwealth Procurement Code*, 62 Pa.C.S. Section 1902, permits external procurement activities to participate in cooperative purchasing agreements for the procurement of services, supplies or construction.

a. **Definitions.** The following words and phrases have the meanings set forth in this provision:

- 1) *External procurement activity:* The term, as defined in 62 Pa. C. S. Section 1901, means a 'buying organization not located in the Commonwealth [of Pennsylvania] which if located in this Commonwealth would qualify as a public procurement unit [under 62 Pa. C.S. Section 1901]. An agency of the United States is an external procurement activity.'

- 2) *Participating addendum*: A bilateral agreement executed by the Contractor and an external procurement activity that clarifies the operation of the Contract for the external procurement activity concerned. The terms and conditions in any participating addendum shall affect only the procurements of the purchasing entities under the jurisdiction of the external procurement activity signing the participating addendum.
- 3) *Public procurement unit*: The term, as defined in 62 Pa. C. S. Section 1901, means a 'local public procurement unit or purchasing agency.'
- 4) *Purchasing agency*: The term, as defined in 62 Pa. C. S. Section 103, means a 'Commonwealth agency authorized by this part or any other law to enter into contracts for itself or as the agent of another Commonwealth agency.'

b. **General.** A participating addendum shall incorporate the terms and conditions of the Contract resulting from this IFB. The Contractor shall not be required to enter into any participating addendum.

c. **Additional Terms.**

- 1) A participating addendum may include additional terms that are required by the law governing the external procurement activity.
- 2) A participating addendum may include new, mutually agreed upon terms that clarify ordering procedures specific to a participating external procurement activity.
- 3) The construction and effect of any participating addendum shall be governed by and construed in accordance with the laws governing the external procurement activity.
- 4) If an additional term requested by the external procurement activity will result in an increased cost to the Contractor, the Contractor shall adjust its pricing up or down accordingly.

d. **Prices.**

- 1) **Price adjustment** For any costs affecting the percent markup that the Contractor will or will not incur or that differ from costs incurred or not incurred in the fulfillment of this Contract, the Contractor shall adjust its pricing up or down accordingly. These costs may include, but not be limited to:
  - a) State and local taxes;
  - b) Unemployment and workers compensation fees;
  - c) E-commerce transaction fees; and
  - d) Costs associated with additional terms, established pursuant to the Contract.
- 2) The Contractor's pricing for an external procurement activity shall be firm and fixed for the duration of the initial term of the Contract. After the initial term of the Contract, if the Contract is renewed, the Contractor's pricing may be adjusted up or down based on market conditions only with the mutual agreement of both the Contractor and any external procurement activity.

**e. Usage Reports on External Procurement Activities.**

The Contractor shall furnish to the Contracting Officer an electronic quarterly usage report, preferably in spreadsheet format no later than the fifteenth calendar day of the succeeding calendar quarter. Reports shall be e-mailed to the Contracting Officer for the Contract. Each report shall indicate the name and address of the Contractor, contract number, period covered by the report, the name of the external procurement activity that has used the Contract and the total volume of sales to the external procurement activity for the reporting period.

- f. Electronic Copy of Participating Addendum.** The Contractor, upon request of the Contracting Officer, shall submit **one** electronic copy of the participating addendum to the Contracting Officer within **ten** days after request.

**I.11 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.12 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.13 IFB-031.1 Alternates (Nov 2006)**

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.

**I.14 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.15 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.16 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.

## **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.

## **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-006.1g Method of Award - All Bidder Plus Selection of Best Value (April 2011)**

Award will be made to all responsive and responsible bidders. The Issuing Office will also select a single best value contractor whose bid represents the best value to the Commonwealth taking into consideration all of the best value evaluation factors.

#### **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 02 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-002.2a Renewal of Contract Term (Nov 30 2006)**

The Contract may be renewed for a maximum of 3additional 0 year term(s), so long as Commonwealth provides written notice to Contractor of its intention to extend the Contract by letter prior to the expiration of the term of the agreement, or any extension thereof. The Commonwealth may exercise the renewal as individual year or multiple year term(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 (March 2007)**

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 will not include an "ink" signature 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 a purchase order 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 (Dec 12 2006)**

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 (April 2013)**

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 will not include an "ink" signature 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 2006)**

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)**

#### **V.19 CONTRACT-014.1 Post-Consumer Recycled Content (Oct 2006)**

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 on the Department of General Services website at [www.emarketplace.state.pa.us](http://www.emarketplace.state.pa.us) on the date of submission of the bid, proposal or contract offer.

#### **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 (February 2012)**

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

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

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

Contractors are required to establish separate billing accounts with each using agency and invoice them directly.



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

#### **V.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 ACH Payments (Aug 2007)**

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

#### **V.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 (Dec 12 2006)**

- 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 insure 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 (Dec 2012)**

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 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 2006)**

- 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 (July 2012)**

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, by reason of gender, race, creed, or color, discriminate 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 against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.
3. The Contractor and each subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. The Contractor and each subcontractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
5. The Contractor and each subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the contracting agency and the Bureau of Small Business Opportunities (BSBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within fifteen (15) days after award of any contract, the Contractor shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. If the contract is a construction contract, then the Contractor shall be required to complete, sign and submit Form STD-28, the "Monthly Contract Compliance Report for Construction Contractors", each month no later than the 15th of the month following the reporting period beginning with the initial job conference and continuing through the completion of the project. Those contractors who have fewer than five employees or whose employees are all from the same family or who have completed the Form STD-21 within the past 12 months may, within the 15 days, request an exemption from the Form STD-21 submission requirement from the contracting agency.
6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
7. The 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 (March 2011)**

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 procurement process.

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

1. 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 with the Commonwealth.
2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.
3. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set

forth in the *Public Official and Employees Ethics Act*, 65 Pa.C.S. §§1101 et seq.; the *State Adverse Interest Act*, 71 P.S. §776.1 et seq.; and the *Governor's Code of Conduct, Executive Order 1980-18*, 4 Pa. Code §7.151 et seq., or to breach any other state or federal law or regulation.

**4.** Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.

**5.** Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the *Governor's Code of Conduct, Executive Order 1980-18*, 4 Pa. Code §7.151 et seq. or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.

**6.** Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Commonwealth official or employee.

**7.** Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.

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

**9.** Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract without the prior written approval of the Commonwealth, except as required by the *Pennsylvania Right-to-Know Law*, 65 P.S. §§ 67.101-3104, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the Commonwealth or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:

- a.** Approved in writing by the Commonwealth prior to its disclosure; or
- b.** Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or
- c.** Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
- d.** Necessary for purposes of Contractor's internal assessment and review; or
- e.** Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or



- f.** Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain: or
- g.** Otherwise required by law.

**10.** Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:

- a.** Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- b.** Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
  - (1)** obtaining;
  - (2)** attempting to obtain; or
  - (3)** performing a public contract or subcontract.

Contractor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

- c.** Violation of federal or state antitrust statutes.
- d.** Violation of any federal or state law regulating campaign contributions.
- e.** Violation of any federal or state environmental law.
- f.** Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
- g.** Violation of the *Act of June 2, 1915 (P.L.736, No. 338)*, known as the *Workers' Compensation Act, 77 P.S. 1 et seq.*
- h.** Violation of any federal or state law prohibiting discrimination in employment.
- i.** Debarment by any agency or department of the federal government or by any other state.

- j.** Any other crime involving moral turpitude or business honesty or integrity.

Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause upon such notification or when the Commonwealth otherwise learns that Contractor has been officially notified, charged, or convicted.

**11.** If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by *Section 1641 of the Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Contractor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:

- a.** Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
- b.** Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

To obtain a copy of the reporting form, Contractor shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

**12.** Contractor shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq.*, and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.

**13.** When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these 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 Commonwealth Inspector General in writing.

**14.** 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.

**15.** Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of 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 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 refers to or concern this contract.

**16.** 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.

**17.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph 17.

**a.** “Confidential information” means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through an act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.

**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 pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.

**c.** “Contractor” means the individual or entity that has entered into this contract with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.

**d.** “Financial interest” means:

(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.

**e.** “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.

**f.** “Immediate family” means a spouse and any unemancipated child.

**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.

**h.** “Political contribution” means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any

election.

### **V.37 CONTRACT-029.1 Contractor Responsibility Provisions (Nov 2010)**

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

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

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

**V.38 CONTRACT-030.1 Americans with Disabilities Act (Oct 2006)**

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

**V.39 CONTRACT-031.1 Hazardous Substances (Oct 2006)**

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 4 Pa. Code Section 301.1 et seq.

- a. Labeling. The Contractor shall insure 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 (February 2012)**

a. The Contractor agrees to guard the confidentiality of the Commonwealth's confidential information with the same diligence with which it guards its own proprietary information. If the Contractor needs to disclose all or part of project materials to third parties to assist in the work or service performed for the Commonwealth, it may do so only if such third parties sign agreements containing substantially the same provisions as contained in this Section. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed to be confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party. The parties agree that such confidential information shall not be copied, in whole or in part, except when essential for authorized use under this Contract. Each copy of such confidential information shall be marked by the party making the copy with all confidentiality 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. 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.

b. 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 from 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 the recipient by law, regulation, court order, or other legal process.



c. 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.

#### **V.47 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.48 CONTRACT-051.1 Notice (Dec 2006)**

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

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

#### **V.49 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.

**SPECIFICATION**

**FOR**

**IT PERIPHERALS**

**ISSUING OFFICE**

**OFFICE OF ADMINISTRATION, OFFICE FOR INFORMATION  
TECHNOLOGY BUREAU OF IT PROCUREMENT**

**IFB NUMBER**

**6100025256**

**DATE OF ISSUANCE**

**05/29/2013**

**SPECIFICATION  
FOR  
PERIPHERALS**

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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 email to Raymond A. Jaime , OA-OIT lead: <a href="mailto:RA-OITPurchases@state.pa.us">RA-OITPurchases@state.pa.us</a> with the subject line “IFB 6100025256 Question”	Bidders	<b>6/7/2013 2:00 PM</b>
Answers to potential questions posted to the eMarketplace website ( <a href="http://www.emarketplace.state.pa.us">http://www.emarketplace.state.pa.us</a> ) no later than this date.	Issuing Office	<b>6/12/2013</b>
Please monitor the eMarketplace website for all communications regarding this IFB.	Bidders	<b>On going</b>
Bids must be received by the Issuing Office at: PASupplierPortal website ( <a href="http://www.pasupplierportal.state.pa.us">http://www.pasupplierportal.state.pa.us</a> ) no later than this date.	Bidders	<b>7/1/2013 03:00 PM</b>

**PART I**  
**SPECIFICATIONS**

**I-1. Objectives:**

- A. General:** The Commonwealth of Pennsylvania ("Commonwealth") intends to purchase IT Peripherals, Audio Visual Equipment, and Small Multi-function Devices ("MFDs").
- B. Specific:** The Commonwealth is seeking Bidders that can meet the current and changing technology needs of the Commonwealth. Awards will be made to the three (3) responsive and responsible Bidders ("Contractors") who provide the lowest total in the Summary tab of Appendix C – Cost Matrix. The Commonwealth will not lease equipment through any contract resulting from this IFB.

**I-2. Nature and Scope of the Project:** This IFB is for the purchase of IT peripherals, audio visual equipment, and small MFDs and will require delivery to all executive agencies at locations across the Commonwealth. Bidders must submit bids for both Peripherals and MFDs.

For IT peripherals and audio visual equipment, Bidders must quote on the "Market Basket" of items specified in Market Basket tab of Appendix C – Cost Matrix. These items represent a sample of the products commonly purchased by the Commonwealth, but in no way represent all of the items that will be purchased by the Commonwealth through the resulting contracts. Quotes are required in a 'Cost-Plus' fashion. Bidders must provide the cost received from the manufacturer/supplier for each item in the market basket and the percentage mark-up that will be applied by the Bidder. The percentage mark-up must be consistent for every item in the market basket and all other items offered in the Bidder's catalogs.

For small MFDs, Bidders must propose specific models of small MFDs that meet the Commonwealth requirements specified in Appendix B at a fixed price. Bidders must submit costs for each model on Appendix C – Cost Matrix under the MFD Cost Matrix Tab.

**I-3. Requirements:**

- A.** Section III.2 III-IFB-006.1G [Method of Award – All Bidders Plus Selection of Best Value] of IFB 6100025256 – Peripherals, does not apply to this IFB. Awards will be made to the three (3) responsive and responsible Bidders who provide the lowest total in the Summary Sheet of Appendix C – Cost Matrix.
- B.** This IFB is subject to the Information Technology Bulletins (ITBs) issued by the Office of Administration, Office for Information Technology. ITBs may be found [here](#). Bids must be submitted on the basis that all ITBs are applicable to this IFB. It is the responsibility of the Bidder to read and be familiar with the ITBs.
- C.** The Bidder must ensure that all MFDs comply with the requirements in Appendix B – MFD Requirements. The Bidder must fill out the requirements matrix in Appendix A

– MFD Requirements Matrix to document how each MFD model meets the requirements.

**D.** Bids must be submitted 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. The following documentation must be completed and returned along with a Bidder's bid:

- Appendix A- MFD Requirements Matrix
- Appendix C- Cost Matrix
- Appendix E - COSTARS Program Election (if applicable)
- Appendix F - Lobbying Certification Form
- Manufacturer Authorization Letter: A Bidder must submit, along with its bid, manufacturer authorization letters from at least fifteen (15) of twenty (20) vendors listed in Appendix G. Each manufacturer authorization letter must clearly state the Bidder is authorized to provide the manufacturer's equipment and other related services to the Commonwealth for Commonwealth IFB #6100025256 for IT Peripherals. Bidders must also submit a manufacturer authorization letter for each MFD manufacturer proposed in its Bid.
- Appendix L - Consumer Replaceable Component Information for each MFD proposed.

Although not required at time of Bid submission, Appendix D – State of Manufacture Chart must be returned no later than two (2) business days after notification from the Department of General Services to furnish the information.

**E. Contractor Cooperation:** Contractors must cooperate and work with Commonwealth staff and its contractors.

**F. Account Management:** Contractors 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.

**G. New Equipment:** Contractors must quote the newest equipment available for all requests, unless the Commonwealth specifically requests alternate equipment.

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

**I. Software:** Contractors may not offer equipment which requires commercially available software for its use, unless and until the Commonwealth has entered into a software license agreement with the software licensor. Contractors must inform any such software licensor that it must enter into a software license agreement with the Commonwealth that incorporates Appendix H - Software License Requirements Agreement as a material part of the licensor's software license agreement.

**J. Secure E-procurement Portal:**

1. Within sixty (60) days after the contract effective date, Contractors must establish a secure E-procurement Portal personalized for the Commonwealth of Pennsylvania which lists the products and services with related pricing approved

by the OA/OIT Bureau of IT Procurement. Only brands and/or products approved by OA/OIT Bureau of IT Procurement will be permitted. Contractors must remove any brand and/or product from the portal at the direction of the OA/OIT Bureau of IT Procurement for any reason. Repeated failure to remove brands and/or products when directed may result in cancellation of the contract.

2. The secure e-procurement site must have the capability to generate daily reports that reflect all the items ordered by Agency/Bureau for any given time frame throughout the term of the contract. The secure e-procurement site must also allow for adhoc reporting requirements.
3. The secure e-procurement site must allow searches by, but not limited to, Manufacturer, Product Name, Part Number or SKU, Purchase Order Number, and type of equipment (e.g. memory, MFD).
4. The secure e-procurement site must allow agency users the ability to print a quote directly from the shopping cart to attach to the agency PO.

**K. Order Requirements:**

1. Commonwealth agencies are required to obtain quotes from all Contractors on orders exceeding \$10,000; however they may request quotes for orders of all sizes. Contractors are encouraged to offer lower prices for all requests for quotes, especially requests for quotes with high quantities. The Commonwealth may negotiate additional price concessions on all orders.
2. For orders that do not require quotes, Commonwealth agencies are required to purchase from the Contractor with the lowest price in the e-procurement portal.
3. Commonwealth agencies may purchase items totaling less than \$750 off-contract if they are able to obtain comparable products at a price (including shipping) lower than the prices in each Contractor's e-procurement portal.
4. Order Acceptance: Contractors 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.
5. Order Shipment:
  - a. All orders must be F.O.B. Destination. All freight charges must be paid by the Contractor.
  - b. All orders must include a packaging slip which includes, at a minimum: Commonwealth agency, Agency name, order quantity and SRM purchase order number.
  - c. 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 ten (10) business days. The business days of the Commonwealth are as follows; 7:30 to 5:00pm, Monday through Friday, excluding state holidays.



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

**L. Pricing:**

1. At the Commonwealth's request, Contractors must provide proof of the cost paid by the Contractor for any item available through its Contract. An invoice for the Contractor's purchase will be considered proof unless alternate or additional information is requested by OA/OIT Bureau of IT Procurement.
2. The price of the MFDs in each segment may never exceed the prices in the Bidder's Bid.

**M. Packaging:** Contractors 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.

**N. Americans with Disabilities Act:** Contractors must be able to identify, if requested by the Commonwealth, any equipment being offered that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

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

**P. Transportation and Delivery:** All quotes must include the charges for packing, handling, freight, distribution and inside delivery. Contractors, within 5 days after receiving an order, must notify the Commonwealth of any potential delivery delays. Evidence of intentional delays or inability to deliver on time will be cause for the cancellation or suspension of a contract.

**Q. Risk of Loss:** Until acceptance, risk of loss or damage will remain with the Contractor. Contractors will be responsible for filing, processing, and collecting all damage claims. To assist a Contractor with damage claims, the Commonwealth will: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. If the Commonwealth rejects equipment the Contractor must remove the equipment from the premises within ten (10) business days of the notification. Upon rejection notification, the risk of loss of rejected or non-conforming equipment will remain with the Contractor. Rejected equipment not removed by the Contractor within ten (10) business days will be deemed abandoned by the Contractor, and the Commonwealth will have the right to dispose of it as its own property. The Contractor must reimburse the Commonwealth for costs and expenses incurred in storing or effecting removal or disposition of the rejected equipment.

**R. Customer Satisfaction:** Contractors must initiate customer satisfaction surveys. The Commonwealth will determine the format and delivery mode of the survey.

**S. Warranty Service:**

1. For IT Peripheral and Audio Visual OEM equipment for which the Contractors are authorized service providers, Contractors must fulfill the warranty specified by the OEM for all equipment being offered, at no additional cost to the Commonwealth. Contractors must have service technicians and the support infrastructure available to provide warranty services that meet the service level agreement specified within *Section I-3. V*.
2. For IT Peripheral and Audio Visual OEM equipment for which the Contractors are not authorized service providers, Contractors must accept service calls and track all OEM warranty service through problem resolution, at no additional cost to the Commonwealth. Contractors must report whether OEMs have met fix time commitments specified in the OEMs' original warranties.
3. For MFDs, the Contractor is responsible for full repair of equipment for a one-year warranty at no cost to the Commonwealth. During normal business hours of the Commonwealth, 7:30am to 5:00pm, Monday through Friday, excluding state holidays, the Contractor must have service technicians and the support infrastructure available to provide warranty repairs that meet the service level agreement specified within *Section I-3. V*. The Contractor is responsible providing technical support during the one-year warranty period. The Contractor must make available technical support contacts through the internet and provide a toll-free contact number.
4. Contractors must include the most recent software patches and fixes on equipment that included software products if those patches and fixes are covered during the warranty period, at no additional cost to the Commonwealth.
5. Contractors must provide a central point of contact to address warranty service issues. Contractors must make available technical support contacts through the internet and provide a toll-free contact number. Contractors must be capable of receiving service calls on a 24 hour per day basis, 365 days of the year, during the warranty period
6. Contractors may provide warranty services outside of business hours if agreed upon by the Commonwealth and the Contractor.

**T. Related Services:**

The Commonwealth will use the attached Appendix I- Statement of Work Template, to order services related to the IT Peripherals. The SOW will be attached to the associated SRM purchase order.

The following services are in scope for this IFB.

1. **Maintenance/Extended Warranty:** Contractors must, if requested by the Commonwealth, provide maintenance/extended warranty services for all equipment sold through this contract. Contractors must provide a written quote for all maintenance/extended warranty services orders, which the Commonwealth

will attach to the associated SRM purchase order. Maintenance/extended warranty services must meet requirements as specified in *Section I-3.V*.

2. **Training:** Contractors must provide training for the Commonwealth staff, if requested by the Commonwealth. Training must be provided at the location where the equipment will be located. Contractors must provide unlimited follow-up training, when new equipment has been deployed at a location, at no additional cost, when requested by the Commonwealth.
3. **Relocation of Equipment:** Contractors must relocate equipment if requested by the Commonwealth.
4. **Installation:** Contractors must install peripherals if requested by the Commonwealth.

**U. Reporting:**

1. **Monthly Reports:** Contractors must provide monthly reports to each agency and a consolidated monthly report to the Office of Administration, Office of Information Technology, Bureau of IT Procurement. The Contractor must use Appendix J– Monthly Report Template. A monthly report will consist of, and include at a minimum:
  - a. Ordering and delivery report of equipment purchases which includes, at a minimum: Agency Information, Equipment Information, Order Information, Shipment and Delivery Information, and Invoice Information.
  - b. Problem and response report which includes, at a minimum: Agency Information, Equipment Information and Problem/Response Information.
  - c. Service level report which includes, at a minimum: Agency Information. Delivery SLA computation, Incorrect Shipment Correction SLA computation, and Fix-time SLA computation.
  - d. Outstanding issues report which includes, at a minimum: Agency Information and Outstanding Issue Summary.

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

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

2. **Quarterly Reports:** Contractors must provide quarterly reports to the Office of Administration, Office of Information Technology, Bureau of IT Procurement.

The quarterly customer satisfaction report must be delivered in the format approved separately by the Commonwealth which includes, at a minimum: performance of the Contractor in the areas of: quality assurance, accuracy of orders shipped, professionalism, flexibility, competence, timeliness of delivery and response to questions.

The Contractor must use Appendix K – Quarterly Report Template for the remainder of the quarterly report, which will consist of, and include at a minimum:

- a.** Sales summary report which includes, at a minimum: Agency Information, Equipment Information and Order Information.
- b.** Service level summary report which includes, at a minimum: Agency Information. Delivery actual service level, Incorrect Shipment Correction actual service level, Fix-time actual service level, Monthly report delivery actual service level, and Quarterly report delivery actual service level.
- c.** Outstanding issues summary report which includes, at a minimum: Agency Information and Outstanding Issue Summary.

Contractors must provide quarterly reports to the Commonwealth no later than fifteen (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
- 3.** Additional Reports: Additional reports may be added, or removed, by the Commonwealth, at any time.

**V. Service Level Agreements (SLAs) / Liquidated Damages (LDs):**

The following SLAs and LDs apply to each Contractor’s performance with each agency.

IFB Requirement	Service Level Agreements	Liquidated Damages
Delivery of IT peripherals, audio visual equipment, and MFDs.	Within ten (10) business days.	5% of the cost of the order.
Incorrect shipment to the Commonwealth.	Corrected within ten (10) business days.	5% of the cost of the order.
IT Peripheral and Audio Visual Equipment Fix-time for problems where the Contractor is an authorized service provider for the OEM. (Measured from the time the Commonwealth submits a trouble ticket to the Contractor, to the time the peripheral is returned to full and complete working order during the original warranty period).	Resolve at least 95% of the trouble tickets submitted by each agency, each month, in a fix-time as specified in the OEM warranty, calculated from the time the trouble ticket was submitted.	If the Contractor fails to meet the SLA for two (2) consecutive months, or for a total of three (3) non-consecutive months within a calendar year, the Contractor will be ineligible to receive orders from any agency in the Commonwealth for six (6) months.
MFD Fix-time (Measured from the time the Commonwealth submits a trouble ticket to the Contractor, to the time the peripheral is returned to full and complete working order during the one year warranty period).	Resolve at least 95% of the trouble tickets submitted by each agency, each month, in a fix-time time of no more than twelve (12) business hours, calculated from the time the trouble ticket was submitted.	If the Contractor fails to meet the SLA for two (2) consecutive months, or for a total of three (3) non-consecutive months within a calendar year, the Contractor will be ineligible to receive orders from any agency in the Commonwealth for six (6) months.
The Contractor must provide the Commonwealth with quarterly reports detailing peripheral purchasing activity, performance and customer satisfaction.	The reports must be provided to the Commonwealth no later than fifteen (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 (6) months.
The Contractor must provide the Commonwealth with monthly reports detailing delivery metrics, response/fix-time metrics, and the status of outstanding issues.	The reports must be provided to the Commonwealth no later than ten (10) business days after the end of the month.	If the Contractor fails to meet the SLA for two (2) consecutive months or three (3) months within a calendar year, the Contractor will be ineligible to receive orders from any agency in the Commonwealth for six (6) months.

Contractors must reimburse the Commonwealth for LDs within 45 days of the missed SLA. Contractors must pay the LDs by deducting the amount from invoices submitted under their Contract or by sending a check addressed to the Commonwealth of Pennsylvania for the amount of the LDs. All checks must be sent to the following address:

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

Contractors 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.

## INSTRUCTIONS

- 1 Fill in green cells with the manufacturer name and model number.
- 2 Fill in all yellow cells as follows:  
Included - for included in base price  
Numerical Value - the specified models capability for numerical requirements
- 3 All green yellow cells must be filled in for the bid to be accepted.

	Segment 1	Specifications of Proposed Model	Segment 2	Specifications of Proposed Model	Segment 3	Specifications of Proposed Model	Segment 4	Specifications of Proposed Model
Manufacturer Name								
Manufacturer Model Number								
<b>Volume, Capability, and Speed</b>								
Pages Printed per Month minimum (including copied if applicable)	1,000-3,000		3,000-12,000		1,000-3,000		3,000-12,000	
Laser or equivalent technology	Mandatory		Mandatory		Mandatory		Mandatory	
Printed pages able to be copied, scanned, faxed, or overprinted immediately with no damage to original	Mandatory		Mandatory		Mandatory		Mandatory	
Black and White printing	Mandatory		Mandatory		Mandatory		Mandatory	
Color printing					Mandatory		Mandatory	
Automatically use most cost effective method for black-and-white or color					Mandatory		Mandatory	
Black and White Copying	Mandatory		Mandatory		Mandatory		Mandatory	
Color Copying					Mandatory		Mandatory	
Black and White Scanning	Mandatory		Mandatory		Mandatory		Mandatory	
Color Scanning	Mandatory		Mandatory		Mandatory		Mandatory	
Black and White Faxing	Mandatory		Mandatory		Mandatory		Mandatory	
Fax option provides programmable distribution lists.	Mandatory		Mandatory		Mandatory		Mandatory	
Time for first page from Standby Mode 40 seconds or less	Mandatory		Mandatory		Mandatory		Mandatory	
Minimum Black and White Print Speed Page Per Minute (PPM)	19 PPM		25 PPM					
Minimum Color Print Speed Page Per Minute (PPM)					19 PPM		25 PPM	
Minimum Copy Speed Page Per Minute (PPM)	19 PPM		25 PPM		19 PPM		25 PPM	
50 Sheets Automatic Document Feeder Capacity	Mandatory		Mandatory		Mandatory		Mandatory	
Automatic Duplex Printing	Mandatory		Mandatory		Mandatory		Mandatory	
Automatic Duplex Copying	Mandatory		Mandatory		Mandatory		Mandatory	
Job queuing	Mandatory		Mandatory		Mandatory		Mandatory	
Functional concurrency	Mandatory		Mandatory		Mandatory		Mandatory	
<b>Media Sizes, Types, and Trays</b>								
Standard 8.5 x 11 inch Media	Mandatory		Mandatory		Mandatory		Mandatory	
Standard 8.5 x 14 inch Media	Mandatory		Mandatory		Mandatory		Mandatory	
LaserJet paper	Mandatory		Mandatory		Mandatory		Mandatory	
Multipurpose paper	Mandatory		Mandatory		Mandatory		Mandatory	
Maximum of 50% recycled material in paper without adversely affecting functionality or uptime	Mandatory		Mandatory		Mandatory		Mandatory	
Standard envelope media	Mandatory		Mandatory		Mandatory		Mandatory	
Minimum Paper Trays or Drawers Standard	1		2		1		2	
Minimum Paper Input Capacity	500 sheets		500 sheets		500 sheets		500 sheets	
Minimum Output Capacity	100 sheets		500 sheets		100 sheets		100 sheets	
<b>Memory and Storage</b>								
Minimum Standard Memory	64MB		64MB		64MB		64MB	
Minimum Memory Expandable to	512MB		512MB		512MB		512MB	
110 Pages Fax Memory	Mandatory		Mandatory		Mandatory		Mandatory	
<b>Compatibility and Connectivity</b>								
LDAP Authentication	Mandatory		Mandatory		Mandatory		Mandatory	
Windows XP client operating system	Mandatory		Mandatory		Mandatory		Mandatory	
Windows 7 client operating system	Mandatory		Mandatory		Mandatory		Mandatory	
Windows 8 client operating system upgradability if not currently available	Mandatory		Mandatory		Mandatory		Mandatory	
Windows 2003 R2 server operating system	Mandatory		Mandatory		Mandatory		Mandatory	
Windows 2008 R2 server operating system	Mandatory		Mandatory		Mandatory		Mandatory	
Print Drivers compatible with SAP	Mandatory		Mandatory		Mandatory		Mandatory	
32 bit and 64 bit drivers	Mandatory		Mandatory		Mandatory		Mandatory	
WHQL drivers for Windows XP and Windows 2003 Server operating systems.	Mandatory		Mandatory		Mandatory		Mandatory	
Ethernet 100mbps Full Duplex connections	Mandatory		Mandatory		Mandatory		Mandatory	
RJ45 interface	Mandatory		Mandatory		Mandatory		Mandatory	
Internal NIC card	Mandatory		Mandatory		Mandatory		Mandatory	
Wake-On-LAN-enabled NIC cards disabled or protected with hardened password	Mandatory		Mandatory		Mandatory		Mandatory	
TCP/IP Protocol (not direct TCP/IP printing)	Mandatory		Mandatory		Mandatory		Mandatory	
Static IP Assignment;	Mandatory		Mandatory		Mandatory		Mandatory	
IPv6 Compatible	Mandatory		Mandatory		Mandatory		Mandatory	
<b>Print Quality</b>								
600 by 600 dpi Minimum Print Quality Black	Mandatory		Mandatory		Mandatory		Mandatory	
600 by 600 dpi Minimum Print Quality Color					Mandatory		Mandatory	
600 by 600 dpi Minimum Copy Quality Black	Mandatory		Mandatory		Mandatory		Mandatory	
600 by 600 dpi Minimum Copy Quality Color					Mandatory		Mandatory	
600 dpi Minimum Scan Resolution	Mandatory		Mandatory		Mandatory		Mandatory	
Copier Reduction/Enlarge Range 25-400%	Mandatory		Mandatory		Mandatory		Mandatory	
<b>Digital Output</b>								
Select file format at device	Mandatory		Mandatory		Mandatory		Mandatory	
.pdf Format	Mandatory		Mandatory		Mandatory		Mandatory	
.jpg format	Mandatory		Mandatory		Mandatory		Mandatory	
Tiff 6.0 format using CCITT Group 4 compression	Mandatory		Mandatory		Mandatory		Mandatory	
Output to email	Mandatory		Mandatory		Mandatory		Mandatory	
Output to FTP	Mandatory		Mandatory		Mandatory		Mandatory	
Output to USB memory	Mandatory		Mandatory		Mandatory		Mandatory	
Output to network file	Mandatory		Mandatory		Mandatory		Mandatory	
Output to shared folders	Mandatory		Mandatory		Mandatory		Mandatory	
<b>Equipment Requirements</b>								
Energy Star compliant.	Mandatory		Mandatory		Mandatory		Mandatory	
Devices shall not emit ozone in excess of 0.02 mg/m3	Mandatory		Mandatory		Mandatory		Mandatory	
Devices shall not emit dust in excess of 0.25 mg/m3	Mandatory		Mandatory		Mandatory		Mandatory	
Devices shall not emit styrene in excess of 0.11 mg/m3	Mandatory		Mandatory		Mandatory		Mandatory	
<b>Printer Management Features</b>								
Remote Management via Web Interface	Mandatory		Mandatory		Mandatory		Mandatory	



## APPENDIX B

### MFD REQUIREMENTS

#### **A. Eligible Equipment:**

Only MFDs from brands which appear within in the Gartner Magic Quadrant for MFPs and Printers, Worldwide, published October 24, 2012, may be offered through contracts which result from this IFB. Those brands are as follows:

1. Canon
2. HP
3. Konica Minolta
4. Kyocera
5. Lexmark
6. Ricoh
7. Samsung
8. Sharp
9. Toshiba
10. Xerox

#### **B. MFD Security Requirements:**

In addition to meeting the ITBs referenced *Section I-3.A* of the Specifications Document, the Bidders must comply with the following requirements:

1. All MFDs must accept print jobs only from known users and must be able to preclude communications from anonymous or unknown users, or any other unauthorized or unknown communication source.
2. The Bidder must have the ability to test, distribute, and apply print server and MFD patches, and other critical and/or non-critical security updates.
3. All MFD open ports, including, but not limited to, LPD, LPR, SMB, IPP, FTP, TFTP, mail, and terminal, must have the ability to be disabled or locked down with a hardened password of eight (8) characters or more. Password used for locking down open ports shall be at least eight (8) characters long and include letters, numbers, and symbols.
4. MFD SNMP and SNMP2 must have the ability to be changed to read only, and have the ability either to be disabled or include a hardened string.
5. All network access, including but not limited to web server/administration, MS file share, FTP/SFTP, or webdav web service access, must have the ability either to be permanently disabled or protected by a hardened password of eight (8) characters or more containing letters, numbers, and symbols.
6. All scanning must be done via a secure, encrypted transaction, require a secure domain user logon, and require Microsoft Active Directory authentication or LDAP authentication. Microsoft transaction is preferred, and the device must have the ability to enable or disable FTP.
7. All PDF documents must have permissions controlled with 128-bit encryption.
8. All information temporarily stored on the device must be encrypted. Once a job has processed, all information must be purged from the internal device storage.

9. All information temporarily stored using internal storage must be accessed only through Microsoft Active Directory or LDAP authentication.
10. Access to temporarily stored information, using internal storage, must be restricted to the creator of a file or the system/MFD administrator only.
11. All fax transactions must be kept in a separate buffer from all print and/or scanning functions of the Device. Fax transactions must not remain in the buffer after the fax transaction has been completed. No information may reside in permanent storage.

**C. Segment Definition**

Bidders must propose one model for each Segment in order to be eligible to bid. Bidders may propose the same or different brands for each Segment. MFDs, consists of the following Segments:

1. Segment 1 – Black and White capability, 1,000 to 3,000 pages per month
2. Segment 2 – Black and White capability, 3,000 to 12,000 pages per month
3. Segment 3 – Color capability, 1,000 to 3,000 pages per month
4. Segment 4 – Color capability, 3,000 to 12,000 pages per month

**D. Consumer Replaceable Components:**

The Bidder must identify in **Appendix L - Consumer Replaceable Component Information**, ALL consumer replaceable components such as toners, developers, imaging units, fusers, transfer belts, etc., which may need to be replaced during the lifetime of the printer. For each proposed model, the Bidder must list these items by manufacturer part number, and include a description of the item and the frequency of replacement. Frequency of replacement can be in terms of yield and coverage assumption for toner, estimated life if applicable, or other criteria relevant to the specific part.

Items that are covered under the one-year warranty must be identified. This information is for end-user informational purposes to assist with determining the total cost of ownership of each device.

**E. Substitution:**

If during the term of the contract new MFDs become available, the Contractor may, with the written approval of the Office of Administration, Office of Information Technology, substitute a new model if it offers features, technologies, or standards that are equal to or greater than the original model. The cost of any new printer must be less than or equal to the model it is replacing. A copy of **Appendix L - Consumer Replaceable Component Information** must be submitted for each new model. At no time will there be more than one approved model in each Segment per Contractor.

**F. Equipment Requirements:**

Models identified for each segment must meet the following mandatory device specifications:

<b>MFD Requirements</b>	<b>Segment 1</b>	<b>Segment 2</b>	<b>Segment 3</b>	<b>Segment 4</b>
<b>Capability and Speed</b>				
Laser or equivalent technology	Mandatory	Mandatory	Mandatory	Mandatory
Printed pages able to be copied, scanned, faxed, or overprinted immediately with no damage to original	Mandatory	Mandatory	Mandatory	Mandatory
Black and White printing	Mandatory	Mandatory	Mandatory	Mandatory
Color printing			Mandatory	Mandatory
Automatically use most cost effective method for black-and-white or color			Mandatory	Mandatory
Black and White Copying	Mandatory	Mandatory	Mandatory	Mandatory
Color Copying			Mandatory	Mandatory
Black and White Scanning	Mandatory	Mandatory	Mandatory	Mandatory
Color Scanning	Mandatory	Mandatory	Mandatory	Mandatory
Black and White Faxing	Mandatory	Mandatory	Mandatory	Mandatory
Fax option provides programmable distribution lists.	Mandatory	Mandatory	Mandatory	Mandatory
Time for first page from Standby Mode 40 seconds or less	Mandatory	Mandatory	Mandatory	Mandatory
Minimum Black and White Print Speed Page Per Minute (PPM)	19 PPM	25 PPM		
Minimum Color Print Speed Page Per Minute (PPM)			19 PPM	25 PPM
Minimum Copy Speed Page Per Minute (PPM)	19 PPM	25 PPM	19 PPM	25 PPM
50 Sheets Automatic Document Feeder Capacity	Mandatory	Mandatory	Mandatory	Mandatory
Automatic Duplex Printing	Mandatory	Mandatory	Mandatory	Mandatory
Automatic Duplex Copying	Mandatory	Mandatory	Mandatory	Mandatory
Job queuing	Mandatory	Mandatory	Mandatory	Mandatory
Functional concurrency	Mandatory	Mandatory	Mandatory	Mandatory
<b>Media Sizes, Types, and Trays</b>				
Standard 8.5 x 11 inch Media	Mandatory	Mandatory	Mandatory	Mandatory
Standard 8.5 x 14 inch Media	Mandatory	Mandatory	Mandatory	Mandatory
LaserJet paper	Mandatory	Mandatory	Mandatory	Mandatory
Multipurpose paper	Mandatory	Mandatory	Mandatory	Mandatory
Maximum of 50% recycled material in paper without adversely affecting functionality or uptime	Mandatory	Mandatory	Mandatory	Mandatory
Standard envelope media	Mandatory	Mandatory	Mandatory	Mandatory
Minimum Paper Trays or Drawers Standard	1	2	1	2
Minimum Paper Input Capacity	500 sheets	500 sheets	500 sheets	500 sheets
Minimum Output Capacity	100 sheets	500 sheets	100 sheets	100 sheets
<b>Memory and Storage</b>				

Minimum Standard Memory	64MB	64MB	64MB	64MB
Minimum Memory Expandable to	512MB	512MB	512MB	512MB
110 Pages Fax Memory	Mandatory	Mandatory	Mandatory	Mandatory
<b>Compatibility and Connectivity</b>				
LDAP Authentication	Mandatory	Mandatory	Mandatory	Mandatory
Windows XP client operating system	Mandatory	Mandatory	Mandatory	Mandatory
Windows 7 client operating system	Mandatory	Mandatory	Mandatory	Mandatory
Windows 8 client operating system upgradability if not currently available	Mandatory	Mandatory	Mandatory	Mandatory
Windows 2003 R2 server operating system	Mandatory	Mandatory	Mandatory	Mandatory
Windows 2008 R2 server operating system	Mandatory	Mandatory	Mandatory	Mandatory
Print Drivers compatible with SAP	Mandatory	Mandatory	Mandatory	Mandatory
32 bit and 64 bit drivers	Mandatory	Mandatory	Mandatory	Mandatory
WHQL drivers for Windows 2000, Windows XP, and Windows 2003 Server operating systems.	Mandatory	Mandatory	Mandatory	Mandatory
Ethernet 100mbs Full Duplex connections	Mandatory	Mandatory	Mandatory	Mandatory
RJ45 interface	Mandatory	Mandatory	Mandatory	Mandatory
Internal NIC card	Mandatory	Mandatory	Mandatory	Mandatory
Wake-On-LAN-enabled NIC cards disabled or protected with hardened password	Mandatory	Mandatory	Mandatory	Mandatory
TCP/IP Protocol (not direct TCP/IP printing)	Mandatory	Mandatory	Mandatory	Mandatory
Static IP Assignment;	Mandatory	Mandatory	Mandatory	Mandatory
IPv6 Compatible	Mandatory	Mandatory	Mandatory	Mandatory
<b>Print Quality</b>				
600 by 600 dpi Minimum Print Quality Black	Mandatory	Mandatory	Mandatory	Mandatory
600 by 600 dpi Minimum Print Quality Color			Mandatory	Mandatory
600 by 600 dpi Minimum Copy Quality Black	Mandatory	Mandatory	Mandatory	Mandatory
600 by 600 dpi Minimum Copy Quality Color			Mandatory	Mandatory
600 dpi Minimum Scan Resolution	Mandatory	Mandatory	Mandatory	Mandatory
Copier Reduction/Enlarge Range 25-400%	Mandatory	Mandatory	Mandatory	Mandatory
<b>Digital Output</b>				
Select file format at device	Mandatory	Mandatory	Mandatory	Mandatory
.pdf Format	Mandatory	Mandatory	Mandatory	Mandatory
.jpg format	Mandatory	Mandatory	Mandatory	Mandatory
Tiff 6.0 format using CCITT Group 4 compression	Mandatory	Mandatory	Mandatory	Mandatory
Output to email	Mandatory	Mandatory	Mandatory	Mandatory
Output to FTP	Mandatory	Mandatory	Mandatory	Mandatory
Output to USB memory	Mandatory	Mandatory	Mandatory	Mandatory
Output to network file	Mandatory	Mandatory	Mandatory	Mandatory
Output to shared folders	Mandatory	Mandatory	Mandatory	Mandatory

Equipment Requirements				
Energy Star compliant.	Mandatory	Mandatory	Mandatory	Mandatory
Devices shall not emit ozone in excess of 0.02 mg/m3	Mandatory	Mandatory	Mandatory	Mandatory
Devices shall not emit dust in excess of 0.25 mg/m3	Mandatory	Mandatory	Mandatory	Mandatory
Devices shall not emit styrene in excess of 0.11 mg/m3	Mandatory	Mandatory	Mandatory	Mandatory
Printer Management Features				
Remote Management via Web Interface	Mandatory	Mandatory	Mandatory	Mandatory

**G. No Alternates or Approved Equals:**

Section I.12 IFB-030.1 Approved Equal (Nov 2006) and Section I.13 IFB-031.1 Alternates (Nov 2006) of *this IFB* shall not apply to MFDs. All equipment must meet the specifications set forth in this Appendix B. No “alternates” or “approved equals” will be accepted.

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## INSTRUCTIONS

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- 1.) All sheets must be filled out completely.
- 2.) Bidder must verify that all costs are accurate for both Market Basket and MFD Cost Matrix
- 3.) Cost Matrix Market Basket: Fill in only those cells in yellow .  
  
    Note: Columns E, F and G must be filled in for discontinued items.
- 4.) MFD Cost Matrix : Fill in only those cells highlighted in yellow. Include Manufacturer and Manufacturer Model Number.
- 5.) All quantities are for evaluation purposes only and do not represent a commitment to purchase.

Manufacturer	Manufacturer Part/Model #	Description	For discontinued items only. Replacement Manufacturer Part/Model #	For discontinued items only. Replacement description.	Date Item was discontinued.	QTY	Bidder Cost Per Unit	Bidder Extended Cost	Bidder Percentage Mark-up	COPA Cost Per Unit	COPA Extended Cost
1	3M	11-71315-227-01				15		\$0.00		\$0.00	\$0.00
2	AMERICAN POWER CONVERSION	BH500NET				35		\$0.00		\$0.00	\$0.00
3	AMERICAN POWER CONVERSION	SUA750R2X38				15		\$0.00		\$0.00	\$0.00
4	AMERICAN POWER CONVERSION	ACA76116				30		\$0.00		\$0.00	\$0.00
5	AMPLVOX	S206				20		\$0.00		\$0.00	\$0.00
6	APPLE	MDS40LL/A				15		\$0.00		\$0.00	\$0.00
7	APPLE	MC297LL/A				15		\$0.00		\$0.00	\$0.00
8	APPLE COMPUTER	MD058LL/A				10		\$0.00		\$0.00	\$0.00
9	ASUS COMPUTER	P9X79 WS				20		\$0.00		\$0.00	\$0.00
10	ATEN TECHNOLOGIES	2L1701KM				100		\$0.00		\$0.00	\$0.00
11	AXIOM MEMORY SOLUTIONS	A0446874-AX				30		\$0.00		\$0.00	\$0.00
12	BELKIN	F2N036-06				150		\$0.00		\$0.00	\$0.00
13	BELKIN	F2N968-12				75		\$0.00		\$0.00	\$0.00
14	BELKIN	BK5007				200		\$0.00		\$0.00	\$0.00
15	BELKIN INTERNATIONAL, INC	F9D600-15-DP				50		\$0.00		\$0.00	\$0.00
16	CABLES TO GO	40102				60		\$0.00		\$0.00	\$0.00
17	CABLES TO GO	9565				200		\$0.00		\$0.00	\$0.00
18	CASIO	XJ-H1750				10		\$0.00		\$0.00	\$0.00
19	COOLER MASTER	68-7612-209K-81				100		\$0.00		\$0.00	\$0.00
20	CREATIF	F73V07000000				150		\$0.00		\$0.00	\$0.00
21	CYBERPOWER SYSTEMS, INC	PR1000LCR2U				70		\$0.00		\$0.00	\$0.00
22	EVGA CORPORATION	160-58-E679-KR				10		\$0.00		\$0.00	\$0.00
23	EVGA CORPORATION	130-58-E685-KR				10		\$0.00		\$0.00	\$0.00
24	FUJI	16144614 B				15		\$0.00		\$0.00	\$0.00
25	GEFFEN, INC	ADA-DVIM-2-HDMIF				50		\$0.00		\$0.00	\$0.00
26	HEWLETT-PACKARD	399542-821				5		\$0.00		\$0.00	\$0.00
27	HONEYWELL	MK3780-71A47				15		\$0.00		\$0.00	\$0.00
28	HP	397411-821				50		\$0.00		\$0.00	\$0.00
29	HP	397415-821				50		\$0.00		\$0.00	\$0.00
30	HP	W5093AT				100		\$0.00		\$0.00	\$0.00
31	HP	A9877UTRABA				100		\$0.00		\$0.00	\$0.00
32	HP	L1910A#B1H				50		\$0.00		\$0.00	\$0.00
33	HP	AG052A				100		\$0.00		\$0.00	\$0.00
34	IBM	25R8926				20		\$0.00		\$0.00	\$0.00
35	IBM	25R8905				20		\$0.00		\$0.00	\$0.00
36	IBM	39M4530				100		\$0.00		\$0.00	\$0.00
37	INTEL CORPORATION	BX80602L5520				20		\$0.00		\$0.00	\$0.00
38	JATON CORPORATION	VIDEO-208PCL128TV				100		\$0.00		\$0.00	\$0.00
39	KINGSTON	DTU30G3/32GB				50		\$0.00		\$0.00	\$0.00
40	KINGSTON TECHNOLOGY	KAC-MEMF/1G				50		\$0.00		\$0.00	\$0.00
41	LENOVO	40Y7696				10		\$0.00		\$0.00	\$0.00
42	LEXMARK	47B3110				30		\$0.00		\$0.00	\$0.00
43	LG ELECTRONICS	2L4451C				15		\$0.00		\$0.00	\$0.00
44	LOGITECH	960-000841				30		\$0.00		\$0.00	\$0.00
45	LOGITECH	910-002332				200		\$0.00		\$0.00	\$0.00
46	LOGITECH	920-003471				50		\$0.00		\$0.00	\$0.00
47	LOGITECH	981-000349				50		\$0.00		\$0.00	\$0.00
48	MAXELL	639011				100		\$0.00		\$0.00	\$0.00
49	MAXELL	184030				50		\$0.00		\$0.00	\$0.00
50	MONSTER CABLE PRODUCTS, INC	126129-00				50		\$0.00		\$0.00	\$0.00
51	NEC COMPUTER SYSTEMS	NP-U310W				20		\$0.00		\$0.00	\$0.00
52	NEC COMPUTER SYSTEMS	NP-M260X				20		\$0.00		\$0.00	\$0.00
53	NETGEAR	WNAP210-100NAS				100		\$0.00		\$0.00	\$0.00
54	ONCORE POWER SYSTEMS	HDMI-MM-30F				50		\$0.00		\$0.00	\$0.00





MFDs

	Segment 1	Segment 2	Segment 3	Segment 4
Manufacturer				
Manufacturer Model Number				
Purchase Price	\$ -	\$ -	\$ -	\$ -

Quantity	20	80	75	25
Cost	\$ -	\$ -	\$ -	\$ -

## Summary

Market Basket	\$	-
Small MFDs	\$	-
<hr/>		
Total	\$	-

This summary reflects a Total Bid Package that is based on the Bidder's cost plus the percentage markup for the Market Basket of representative items for Peripherals and fixed prices for MFDs

STATE OF MANUFACTURE CHART

THIS FORM MUST BE COMPLETED AND RETURNED WITH THE BID

The Reciprocal Limitations Act 146 requires the Department to give Pennsylvania resident bidders a preference against a non-resident bidder from any state that gives or requires a preference to bidders from that state. The amount of preference shall be equal to the amount of preference applied by the state of the non-resident bidder. More information on this Act, or how to claim preference, can be obtained at our internet site at [www.dgs.state.pa.us](http://www.dgs.state.pa.us), by faxing a request to 717 787 -0725, or by calling Vendor Services at 717 787-2199 or 4705.

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 Department of General Services 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.

<u>ITEM NUMBER</u>	<u>NAME OF MANUFACTURER</u>	<u>STATE (OR FOREIGN COUNTRY) OF MANUFACTURE</u>
■	■	■
■	■	■
■	■	■
■	■	■
■	■	■
■	■	■
■	■	■
■	■	■
■	■	■
■	■	■
■	■	■

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 for bid shall be used by the Department of General Services. If that address is incorrect, or if no address is given, the correct address should be provided in the space below:

Correct Address:

■  
■  
■

## **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 Certified Small Business) at the beginning of each contract year and upon each contract renewal date.**

**If you are a Department of General Services Certified Small Business, you must submit a copy of your active certification with your bid response.**

\_\_\_\_\_  
Corporate or Legal Entity Name

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Printed Name/Title

# LOBBYING CERTIFICATION FORM

## 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," in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance is 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: \_\_\_\_\_

# DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known :  Congressional District, if known :	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>   Congressional District, if known :	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known :</b>	<b>9. Award Amount, if known :</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print _____ Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

## APPENDIX G

# Manufacturer Authorization Letter List

1. LEXMARK
2. WATCHGUARD VIDEO
3. SYMBOL
4. HP
5. CHECK POINT
6. APC
7. POLYCOM
8. MCAFEE
9. CANON
10. IBM
11. RIVERBED
12. APPLE
13. KODAK
14. FUJITSU
15. IMPERVA
16. SOURCE TECHNOLO
17. SMART TECH
18. SHARP
19. SCHNEIDER
20. SONY



PA Supplier ID Number: \_\_\_\_\_

**AGREEMENT BETWEEN  
THE COMMONWEALTH OF PENNSYLVANIA,  
ACTING BY AND THROUGH THE GOVERNOR'S OFFICE OF ADMINISTRATION  
AND**

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This Agreement by and between \_\_\_\_\_ (Licensor) and the Commonwealth of Pennsylvania, acting by and through the Governor's Office of Administration (Commonwealth) is effective the date the Agreement has been fully executed by the Licensor and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained.

This Agreement sets forth the Commonwealth of Pennsylvania's Software License Requirements. Licensor's Software License Agreement is attached hereto as Exhibit A and made a material part hereof by this reference. This document, including the Software License Agreement attached as Exhibit A, constitutes the Agreement between the Licensor and the Commonwealth. The terms and conditions set out below in these Software License Requirements, supplement, and to the extent a conflict exists, supersede and take precedence over the terms and conditions of the attached Exhibit A, which is incorporated herein by reference.

1. **Enterprise Language:** The parties agree that more than one agency of the Commonwealth may license products under this Agreement, provided that any use of products by any agency must be made pursuant to one or more executed purchase orders or purchase documents submitted by each applicable agency seeking to use the licensed product. The parties agree that, if the licensee is a "Commonwealth Agency" as defined by the Commonwealth Procurement Code, 62 Pa.C.S. § 103, the terms and conditions of this Agreement apply to any purchase of products made by the Commonwealth, and that the terms and conditions of this Agreement become part of the purchase document without further need for execution. The parties agree that the terms of this Agreement supersede and take precedence over the terms included in any purchase order, terms of any shrink-wrap agreement included with the licensed software, terms of any click through agreement included with the licensed software, or any other terms purported to apply to the licensed software.
  
2. **Choice of Law/Venue:** This Agreement shall be governed by and construed in accordance with the substantive laws of the Commonwealth of Pennsylvania, (Commonwealth), without regard to principles of conflict of laws. Venue for any actions will be in the appropriate court in the Commonwealth.

**3. Indemnification:** The Commonwealth does not have the authority to and shall not indemnify any entity. The Commonwealth agrees to pay for any loss, liability or expense, which arises out of or relates to the Commonwealth's acts or omissions with respect to its obligations hereunder, where a final determination of liability on the part of the Commonwealth is established by a court of law or where settlement has been agreed to by the Commonwealth. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses that arise as a matter of law or pursuant to any other provision of this Agreement. This provision shall not be construed to limit the sovereign immunity of the Commonwealth.

**4. Patent, Copyright, Trademark, and Trade Secret Protection:**

(a) The Licensor shall, at its expense, defend, indemnify and hold the Commonwealth harmless from any suit or proceeding which may be brought by a third party against the Commonwealth, its departments, officers or employees for the alleged infringement of any United States patents, copyrights, or trademarks, or for a misappropriation of a United States trade secret arising out of performance of this Agreement ("Claim"), including all licensed products provided by the Licensor. For the purposes of this Agreement, "indemnify and hold harmless" shall mean the Licensor's specific, exclusive, and limited obligation to (a) pay any judgments, fines, and penalties finally awarded by a court of competent jurisdiction, governmental/administrative body or any settlements reached pursuant to Claim and (b) reimburse the Commonwealth for its reasonable administrative costs or expenses, including without limitation reasonable attorney's fees, it necessarily incurs in handling the Claim. The Commonwealth agrees to give Licensor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act 71 P.S. § 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, delegate to Licensor its right of defense of a Claim and the authority to control any potential settlements thereof. Licensor shall not without the Commonwealth's consent, which shall not be unreasonably withheld, conditioned, or delayed, enter into any settlement agreement which (a) states or implies that the Commonwealth has engaged in any wrongful or improper activity other than the innocent use of the material which is the subject of the Claim, (b) requires the Commonwealth to perform or cease to perform any act or relinquish any right, other than to cease use of the material which is the subject of the Claim, or (c) requires the Commonwealth to make a payment which Licensor is not obligated by this Agreement to pay on behalf of the Commonwealth. If OAG delegates such rights to the Licensor, the Commonwealth will cooperate with all reasonable requests of Licensor made in the defense and or settlement of a Claim. In all events, the Commonwealth shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing at its own expense and without derogation of Licensor's authority to control the defense and settlement of a Claim. It is expressly agreed by the Licensor that, in the event it requests that the Commonwealth provide support to the Licensor in defending any

such Claim, the Licensor shall reimburse the Commonwealth for all necessary expenses (including attorneys' fees, if such are made necessary by the Licensor's request) incurred by the Commonwealth for such support. If OAG does not delegate to Licensor the authority to control the defense and settlement of a Claim, the Licensor's obligation under this section ceases. If OAG does not delegate the right of defense to Licensor, upon written request from the OAG, the Licensor will, in its sole reasonable discretion, cooperate with OAG in its defense of the suit.

- (b) The Licensor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Licensor certifies that, in all respects applicable to this Agreement, it has exercised and will continue to exercise due diligence to ensure that all licensed products provided under this Agreement do not infringe on the patents, copyrights, trademarks, trade secrets or other proprietary interests of any kind which may be held by third parties.
- (c) If the right of defense of a Claim and the authority to control any potential settlements thereof is delegated to the Licensor, the Licensor shall pay all damages and costs finally awarded therein against the Commonwealth or agreed to by Licensor in any settlement. If information and assistance are furnished by the Commonwealth at the Licensor's written request, it shall be at the Licensor's expense, but the responsibility for such expense shall be only that within the Licensor's written authorization.
- (d) If, in the Licensor's opinion, the licensed products furnished hereunder are likely to or do become subject to a claim of infringement of a United States patent, copyright, or trademark, or for a misappropriation of trade secret, then without diminishing the Licensor's obligation to satisfy any final award, the Licensor may, at its option and expense, substitute functional equivalents for the alleged infringing licensed products, or, at the Licensor's option and expense, obtain the rights for the Commonwealth to continue the use of such licensed products.
- (e) If any of the licensed products provided by the Licensor are in such suit or proceeding held to constitute infringement and the use thereof is enjoined, the Licensor shall, at its own expense and at its option, either procure the right to continue use of such infringing products, replace them with non-infringing items, or modify them so that they are no longer infringing.
- (f) If use of the licensed products is enjoined and the Licensor is unable to do any of the preceding set forth in item (e) above, the Licensor agrees to, upon return of the licensed products, refund to the Commonwealth the license fee paid for the infringing licensed products, pro-rated over a sixty (60) month period from the date of delivery plus any unused prepaid maintenance fees.
- (g) The obligations of the Licensor under this Section continue without time limit and survive the termination of this Agreement.

- (h) Notwithstanding the above, the Licensor shall have no obligation under this Section 4 for:
  - (1) modification of any licensed products provided by the Commonwealth or a third party acting under the direction of the Commonwealth;
  - (2) any material provided by the Commonwealth to the Licensor and incorporated into, or used to prepare the product;
  - (3) use of the Software after Licensor recommends discontinuation because of possible or actual infringement and has provided one of the remedy's under (e) or (f) above;
  - (4) use of the licensed products in other than its specified operating environment;
  - (5) the combination, operation, or use of the licensed products with other products, services, or deliverables not provided by the Licensor as a system or the combination, operation, or use of the product, service, or deliverable, with any products, data, or apparatus that the Licensor did not provide;
  - (6) infringement of a non-Licensor product alone;
  - (7) the Commonwealth's use of the licensed product beyond the scope contemplated by the Agreement; or
  - (8) the Commonwealth's failure to use corrections or enhancements made available to the Commonwealth by the Licensor at no charge.
- (i) The obligation to indemnify the Commonwealth, under the terms of this Section, shall be the Licensor's sole and exclusive obligation for the infringement or misappropriation of intellectual property.

**5. Virus, Malicious, Mischievous or Destructive Programming:**

Licensor warrants that the licensed product as delivered by Licensor does not contain any viruses, worms, Trojan Horses, or other malicious or destructive code to allow unauthorized intrusion upon, disabling of, or erasure of the licensed products (each a "Virus"). However, the licensed products may contain a key limiting use to the scope and quantity of the license(s) granted, and license keys issued by Licensor for temporary use are time-sensitive.

The Commonwealth's exclusive remedy, and Licensor's sole obligation, for any breach of the foregoing warranty shall be for Licensor to (a) replace the licensed products with a

copy that does not contain Virus, and (b) if the Commonwealth, has suffered an interruption in the availability of its computer system caused by Virus contained in the licensed product, reimburse the Commonwealth for the actual reasonable cost to remove the Virus and restore the Commonwealth's most recent back up copy of data provided that:

- (a) the licensed products have been installed and used by the Commonwealth in accordance with the Documentation;
- (b) the licensed products has not been modified by any party other than Licensor;
- (c) the Commonwealth has installed and tested, in a test environment which is a mirror image of the production environment, all new releases of the licensed products and has used a generally accepted antivirus software to screen the licensed products prior to installation in its production environment.

Under no circumstances shall Licensor be liable for damages to the Commonwealth for loss of the Commonwealth's data arising from the failure of the licensed products to conform to the warranty stated above.

**6. Limitation of Liability:** The Licensor's liability to the Commonwealth under this Agreement shall be limited to the greater of (a) the value of any purchase order issued; or (b) \$250,000. This limitation does not apply to damages for:

- (a) bodily injury;
- (b) death;
- (c) intentional injury;
- (d) damage to real property or tangible personal property for which the Licensor is legally liable; or
- (e) Licensor's indemnity of the Commonwealth for patent, copyright, trade secret, or trademark protection.

In no event will the Licensor be liable for consequential, indirect, or incidental damages unless otherwise specified in the Agreement. Licensor will not be liable for damages due to lost records or data.

**7. Payment:** The Commonwealth will make purchase through its software reseller as the Commonwealth's agent by way of a purchase order, which shall control with regard to payment amounts and provisions. The Commonwealth's obligation is to pay its reseller in accordance with the purchase order and Licensor shall look to the Commonwealth's reseller for payment.

**8. Termination:**

- (a) Licensor may not terminate this Agreement for non-payment.
- (b) The Commonwealth may terminate this Agreement without cause by giving Licensor thirty (30) calendar days prior written notice (Notice of Termination) whenever the Commonwealth shall determine that such termination is in the best interest of the Commonwealth (Termination for Convenience).

**9. Background Checks:** Upon prior written request by the Commonwealth, Licensor must, at its expense, arrange for a background check for each of its employees, as well as for the employees of its subcontractors, who will have on site access to the Commonwealth's IT facilities. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.portal.state.pa.us/portal/server.pt?open=512&objID=4451&&PageID=458621&level=2&css=L2&mode=2>. The background check must be conducted prior to initial access by an IT employee and annually thereafter.

Before the Commonwealth will permit an employee access to the Commonwealth's facilities, Licensor must provide written confirmation to the office designated by the agency that the background check has been conducted. If, at any time, it is discovered that an employee has a criminal record that includes a felony or misdemeanor involving terrorist threats, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility; or which raises concerns about building, system, or personal security, or is otherwise job-related, Licensor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee, and shall not permit that employee remote access to Commonwealth facilities or systems, unless the agency consents, in writing, prior to the access being provided. The agency may withhold its consent at its sole discretion. Failure of Licensor to comply with the terms of this paragraph may result in default of Licensor under its Agreement with the Commonwealth.

**10. Confidentiality:** Each party shall treat the other party's confidential information in the same manner as its own confidential information. The parties must identify in writing what is considered confidential information. Neither the Agreement nor any pricing information related to the Agreement will be deemed to be confidential.

**11. Publicity/Advertisement:** The Licensor must obtain Commonwealth approval prior to mentioning the Commonwealth or a Commonwealth agency in an advertisement, endorsement, or any other type of publicity. This includes the use of any trademark or logo.

**12. Signatures:** The fully executed Agreement shall not contain ink signatures by the Commonwealth. The Licensor understands and agrees that the receipt of an electronically-printed Agreement with the printed name of the Commonwealth purchasing agent constitutes a valid, binding contract with the Commonwealth. The

printed name of the purchasing agent represents the signature of that individual who is authorized to bind the Commonwealth to the obligations contained in the Agreement. The printed name also indicates that all approvals required by Commonwealth contracting procedures have been obtained.

**13. Taxes-Federal, State, and Local:** The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax-free purchases under registration No. 23-23740001-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 sales tax, local sales tax, public transportation assistance taxes, and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this Section is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

**14. Commonwealth Audit Responsibilities:** Commonwealth will maintain, and promptly provide to Licensor upon its request, accurate records regarding use of the software by or for the Commonwealth. If the Commonwealth becomes aware of any unauthorized use of all or any part of the software, the Commonwealth will notify Licensor promptly, providing reasonable details. The limit of the Commonwealth's responsibility for any unauthorized use of the software by any individuals employed by or performing services for Commonwealth is the requirement that it purchase additional licenses for the product through its reseller.

Commonwealth will perform a self-audit upon the request of Licensor, which request may not occur more often than annually, and report any change in user count (hereinafter "True up number"). Commonwealth shall notify Licensor of the True up number no later than 45 calendar days after the request that the Commonwealth perform a self-audit. If the user count has increased, Commonwealth will make an additional purchase of the product through its reseller, which is equivalent to the additional users. This section sets out the sole software license audit right under this Agreement.

**15. List of Licensed Products**

Attached hereto and made a part hereof by this reference is Attachment A, which sets out a list of products, which may be licensed under this Agreement. With the consent of Commonwealth, the list of products on Attachment A may be changed by Licensor providing Commonwealth with a revised Attachment A that adds the new product to the list. In Commonwealth's discretion, its consent may be provided either via written communication directly to the Contractor or by providing a copy of its notice to its reseller to update Attachment A.

No amendment will be required to add a new product to the list. If, however, the Licensor desires to add a product to the list that requires different license terms, a new agreement will be required.

16. Licensor acknowledges and agrees the terms and conditions of this Agreement shall supplement, and to the extent a conflict exists, shall supersede and take precedence over the terms and conditions of Licensor's Software License Agreement, attached as Exhibit A.

17. **Right to Know Law**

- (a) The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Agreement. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.
- (b) If the Commonwealth needs the Licensor's assistance in any matter arising out of the RTKL related to this Agreement, it shall notify the Licensor using the legal contact information provided in this Agreement. The Licensor, 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 Licensor's assistance in responding to a request under the RTKL for information related to this Agreement that may be in the Licensor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Licensor 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 Licensor's possession arising out of this Agreement 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 Agreement.
- (d) If the Licensor 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 Licensor considers exempt from production under the RTKL, the Licensor 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 Licensor explaining why the requested material is exempt from public disclosure under the RTKL.
- (e) The Commonwealth will rely upon the written statement from the Licensor 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 Licensor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.

- (f) If the Licensor fails to provide the Requested Information within the time period required by these provisions, the Licensor 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 Licensor's failure, including any statutory damages assessed against the Commonwealth.
- (g) The Commonwealth will reimburse the Licensor 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 Licensor 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 Licensor 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 Licensor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Licensor 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 Licensor's duties relating to the RTKL are continuing duties that survive the expiration of this Agreement and shall continue as long as the Licensor has Requested Information in its possession.

IN WITNESS WHEREOF, the Parties to this Agreement have executed it, through their respective duly authorized representatives.

**Witness:**

**Licensor:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*As a corporate entity, please have either the president or vice president and either the secretary/assistant secretary or treasurer/assistant treasurer of the corporation sign. If any other person has authority to execute contracts, that person may sign, but a copy of the document or documents conferring that authority (such as by-laws or corporate resolution) must be sent with this agreement when returning it to the Office of Administration.*

---

**COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ADMINISTRATION**

See paragraph 12

**APPROVED:**

See paragraph 12  
Comptroller

**APPROVED AS TO FORM AND LEGALITY:**

See paragraph 12  
Office of Chief Counsel

See paragraph 12  
Office of General Counsel

See paragraph 12  
Office of Attorney General

## **ATTACHMENT 1**

### **LIST OF LICENSED PRODUCTS**

With the consent of the Commonwealth additional products may be added to this attachment by Licensor providing Commonwealth with a new copy of this Attachment 1.

#### **Licensed Product:**

The Licensed Product includes (list all titles covered by this agreement)

APPENDIX 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.

Before this project can begin, sign and return this SOW. 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





































# Punch Out Creation – Supplier

1. Open Catalog Interface (OCI)
2. Connectivity
3. Return from Catalog
4. Return Fields
5. Required and Optional Fields
6. Product Numbers
7. Configurable Products

## Before we begin discussion about a Punch Out Website, Do you?

- ✓ Use OCI and HTTP
- ✓ Have available 80 or 443 Portals only
- ✓ Use UNSPSC code as a material group number
- ✓ Able to return UNSPSC with product information
- ✓ Able to pass back CWOPA contract # and Line #
- ✓ Accept all CWOPA users under one unique identity

### Open Catalog Interface: Structure

The Open Catalog Interface (OCI) incorporates external product catalogs into SRM Server applications. This way, data that is required in order to create shopping cart items in the SRM Server can be transferred directly from the external catalog to the SRM Server application. The interface uses the transfer mechanisms of Hyper Text Transfer Protocol (HTTP).

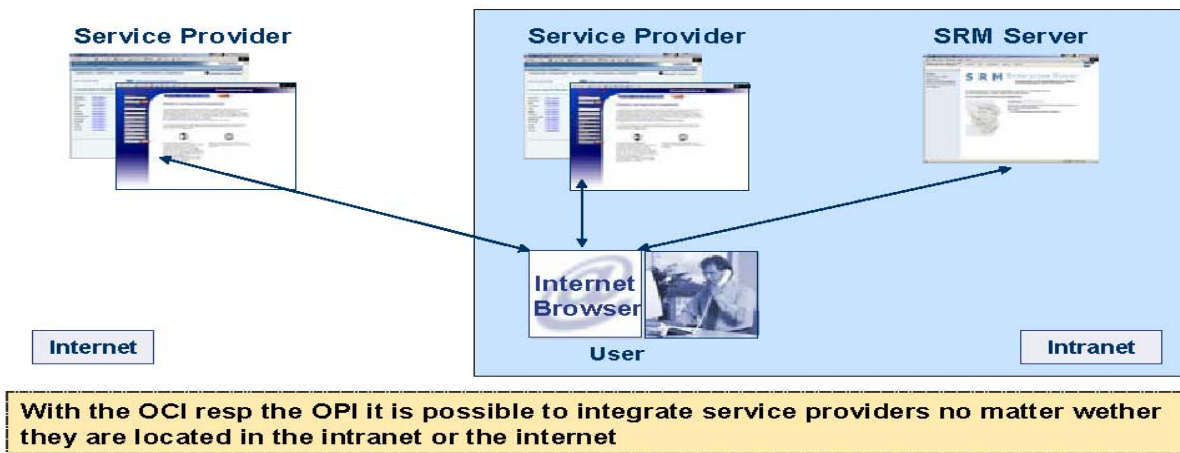
#### Structure

The vendor catalog interface consists of two sections: the outbound and the inbound sections.

**Outbound Section** The outbound section defines the information being sent from the SRM system to the vendor's catalog application. This includes such information as catalog URL and logon data that designated by the supplier.

**Inbound Section** The inbound section consists of information being sent from the vendor's catalog application to the SRM application. This section contains data on the items selected in the catalog, such as item descriptions, quantities ordered, and prices.

## OCI/OPI Overview



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THE BEST-RUN BUSINESSES RUN SAP 

Graphic 1: System landscape

## Connectivity

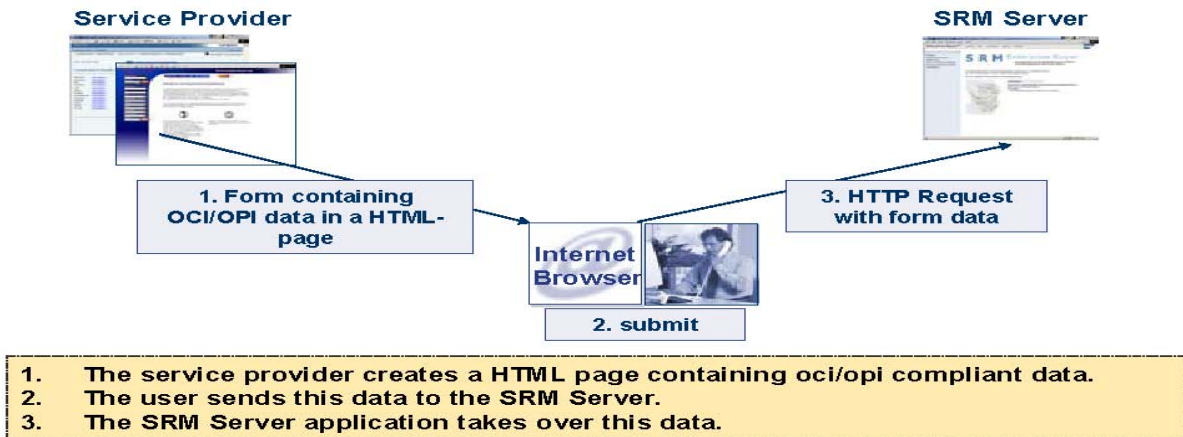
- ✓ The commonwealth uses 80/443 Portal only. In order to begin our Punch Out catalog the supplier must be able to use this port.
- ✓ In order for a product catalog to be called up via the Intranet or Internet, its URL must be known in the SRM Server. If the product catalog requires additional parameters for the call-up (for example, log-on names or language identifier), these must also be known in the SRM Server before the call-up.
- ✓ Most suppliers require a password to limit access to the website. Only one password for the whole of the Commonwealth will be used.

## Return From Catalog

A HTML form is used to transfer the selected product data to the SRM Server. This form is part of a HTML page that must be created by the catalog. This page (the last page that is displayed by the catalog) is sent to the user's browser. The user can now send the form from this page to the SRM Server application that then takes over the form data.



## OCI/OPI architecture II: taking over the data into the SRM Server Application



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THE BEST-RUN BUSINESSES RUN SAP 

Graphic 2: Transfer of the data

### Return Data Fields

The naming convention for the fields in the OCI is as follows:

NEW\_ITEM-<Field name>[<index>]. **The field type is always CHAR.**

#### INBOUND SECTION

Name	Length	Required/Optional	Details
NEW_ITEM-DESCRIPTION[n]	40	Required *	Description of the item
NEW_ITEM-MATNR[n]	40	Required* **	The SAP product number of the item
NEW_ITEM-QUANTITY[n]	15	Required	Item Quantity. (11 digits before the decimal point, 3 after it. Do not use commas for thousands. The decimal point "." is included as 1 character)
NEW_ITEM-UNIT[n]	3	Required**	Unit of measure of the item. Must be the standard ISO code. A list will be provided.
NEW_ITEM-PRICE[n]	15	Required***	Price unit of the item. (11 digits before the decimal point, 3 after it. Do not use commas for thousands. The decimal point "." is included as 1 character)
NEW_ITEM-PRICEUNIT[n]	5	Required	The number of units that must be purchased at the given price. (if empty, defaults to 1).
NEW_ITEM-CURRENCY[n]	5	Required***	Must be "USD".

NEW_ITEM-LEADTIME[n]	5	Optional	Delivery time of the item in days. If not specified, no assumptions will be made about the lead-time.
NEW_ITEM-LONGTEXT_n:132[]	Unlimited	Required	Long text for the item. (This field is an exception for field length).
NEW_ITEM-VENDOR[n]	10	Required	Vendor number will be provided.
NEW_ITEM-VENDORMAT[n]	40	Optional	Vendor product number of the product.
NEW_ITEM-MANUFACTCODE[n]	10	Optional	Manufacturer's number
NEW_ITEM-MANUFACTMAT[n]	40	Optional	The manufacturer's part number of the product.
NEW_ITEM-MATGROUP[n]	10	Required	SAP material group. UNSPSC standard.
NEW_ITEM-SERVICE[n]	1	Optional	If this is a service item, Flag: the item is a service.
NEW_ITEM-CONTRACT[n]	10	Required/*****	SRM/SAP contract number. It will be provided.
NEW_ITEM-CONTRACT_ITEM[n]	5	Required/***** Optional	Line item number within a contract. Would be blank if the contract is a basic contract. Buyer would provide this information
NEW_ITEM-EXT_QUOTE_ID[n]	35	Required/***** Optional	Number of an external bid. Example: The catalog is able to create a quotation in the selling system. This is a reference to this quotation.
NEW_ITEM-EXT_QUOTE_ITEM[n]	10	Required/***** Optional	Item of external bid. A reference to an external quotation item.
NEW_ITEM-EXT_PRODUCT_ID[n]	40	Optional	Key to identify a product in the catalog for the vendor.
NEW_ITEM-ATTACHMENT[n]	255	Optional	URL of the attachment (the attachment must be accessible for downloading under this URL).
NEW_ITEM-ATTACHMENT_TITLE[n]	255	Optional	If the attachment title is transferred, this field contains this title. Otherwise, the field contains the file name taken from the field NEW_ITEM-ATTACHMENT.
NEW_ITEM-ATTACHMENT_PURPOSE[n]	1	Optional	If an attachment refers to a configuration, for a PC or car, for example, this field contains the letter C.
NEW_ITEM-EXT_SCHEMA_TYPE[n]	10	Optional****	Name of a schema via which was imported into SRM.
NEW_ITEM-EXT_CATEGORY_ID[n]	60	Optional****	Unique key for an external category from the schema above, <b>independent</b> of the version of the schema.
NEW_ITEM-EXT_CATEGORY[n]	40	Optional****	Unique key for an external category from the schema above, <b>dependent</b> of the version of the schema.

NEW_ITEM-SLD_SYS_NAME[n]	60	Optional	Name of a system in the System Landscape Directory
NEW_ITEM-CUST_FIELD1[n]	10	Optional	Customer-specific field
NEW_ITEM-CUST_FIELD2[n]	10	Optional	As above
NEW_ITEM-CUST_FIELD3[n]	10	Optional	As above
NEW_ITEM-CUST_FIELD4[n]	20	Optional	As above
NEW_ITEM-CUST_FIELD5[n]	50	Optional	As above

- \* Either NEW\_ITEM-DESCRIPTION[n] or NEW\_ITEM-MATNR[n] must be filled. Only one of the two should be filled.
- \*\* NEW\_ITEM-UNIT[n] if NEW\_ITEM-MATNR[n] has not been filled
- \*\*\* NEW\_ITEM-CURRENCY[n] if NEW\_ITEM-PRICE[n] has been filled
- \*\*\*\* NEW\_ITEM-EXT\_SCHEMA\_TYPE[n] if NEW\_ITEM-EXT\_CATEGORY\_ID[n] or NEW\_ITEM-EXT\_CATEGORY[n] are used
- \*\*\*\*\* NEW\_ITEM-EXT\_QUOTE\_ID[n] if NEW\_ITEM-EXT\_QUOTE\_ITEM[n] has been used
- \*\*\*\*\* NEW\_ITEM-CONTRACT[n] if NEW\_ITEM-CONTRACT\_ITEM[n] has been used

## Required and Optional Fields

The following fields are **required** fields in all cases:

- Either NEW\_ITEM-DESCRIPTION[n] or NEW\_ITEM-MATNR[n] must be filled. Only one of the two should be filled.
- NEW\_ITEM-QUANTITY[n]

The following fields are required fields depending on conditions:

- NEW\_ITEM-UNIT[n] if NEW\_ITEM-MATNR[n] has not been filled
- NEW\_ITEM-CURRENCY[n] if NEW\_ITEM-PRICE[n] has been filled
- NEW\_ITEM-EXT\_SCHEMA\_TYPE[n] if NEW\_ITEM-EXT\_CATEGORY\_ID[n] or NEW\_ITEM-EXT\_CATEGORY[n] are used
- NEW\_ITEM-EXT\_QUOTE\_ID[n] if NEW\_ITEM-EXT\_QUOTE\_ITEM[n] has been used
- NEW\_ITEM-CONTRACT[n] if NEW\_ITEM-CONTRACT\_ITEM[n] has been used

All other fields are optional.

## Product Numbers

There are four fields in the interface that describe product numbers:

- NEW\_ITEM-MATNR[n]: The product number in the SRM System of the purchaser
- NEW\_ITEM-VENDORMAT[n]: The vendor's product number
- NEW\_ITEM-MANUFACTMAT[n]: The manufacturer's product number
- NEW\_ITEM-EXT\_PRODUCT\_ID[n]: The number that uniquely identifies the product in the catalog.

These product numbers may not be mixed or used for other purposes; in particular the field NEW\_ITEM-MATNR[n] may only be filled if the product number in the customer system is known to the catalog.

## Configurable Products

Some products (such as PCs) can be configured in the catalog. However, the configuration information is not part of the OCI since the structure of this information differs greatly between providers. There are three alternatives for transferring such products with the OCI without losing

the configuration information.

- The catalog can create a bid in the sales system and can store the configuration information there. It can then use the fields NEW\_ITEM-EXT\_QUOTE\_ID[n] and NEW\_ITEM-EXT\_QUOTE\_ITEM[n] to transfer a reference to the bid. The bid number is copied to the SRM Server. The configuration information is only available in the sales system if you use this alternative. This variant is suitable for the local and extended classic scenario since the bid reference is not transferred to MM backend systems as standard. If, however, you wish the bid reference to be transferred, you can copy it in BADI\_BBP\_CATALOG\_TRANSFER into the purchase order text for the item.
- The field NEW\_ITEM-LONGTEXT\_n:132[] can be used to transfer the configuration information as text. The content of the field is included in the purchase order text of the SRM Server shopping cart and of the subsequent purchase order; this way the configuration information is available in the SRM Server.
- The fields NEW\_ITEM-ATTACHMENT[n] and NEW\_ITEM-ATTACHMENT\_PURPOSE[n] can be used to transport the configuration information. Since you can transfer files of any type as attachments, you should ensure that the file can also be displayed (using proprietary or uncommon file types is therefore not recommended). If you use XML files, for example, you should ensure that the formatting information (XSLT) is also included so that the file can be displayed. The configuration information is also available in the SRM Server with this alternative. This variant is only suitable for the local and the extended classic scenario because attachments are not currently transferred to MM backend systems.

## STANDARD ISO CODES

ISO	ISO code	B11	Joule/(Kilogram Kelvin)	C24	Millipascal seconds
23	Gram/Cubic centimeter	B15	Joule/Mol	C26	Millisecond
28	Kilogram/Square meter	B22	Kiloampere	C29	Millitesla
2J	Cubic centimeter/second	B25	Kilobecquerel/kilogram	C31	Milliwatt
2M	Centimeter/second	B34	Kilogram/cubic decimeter	C34	Mole
2X	Meter/Minute	B42	Kilojoule/kilogram	C36	Mol per conductivity
2Z	Millivolt	B44	Kilojoule/Mol	C38	Mol per liter
3B	Megajoule	B45	Kilomol	C39	Nanoampere
3H	Kilogram/Kilogram	B47	Kilonewton	C41	Nanofarad
4G	Microliter	B49	Kiloohm	C45	Nanometer
4H	Micrometer	B73	Meganewton	C47	Nanosecond
4K	Milliampere	B75	Megohm	C55	Newton/Square meter
4O	Microfarad	B78	Megavolt	C56	Newton/Square millimeter
4P	Newton/meter	B84	Microampere	C60	Ohm Centimeter
4T	Pikofarad	B98	Microsecond	C61	Ohm Meter
59	Parts per million	BAR	Bar	C62	One
61	Parts per billion (US)	BC	Bag	C65	Pascal second
A18	Becquerel/kilogram	BC	Bottle	CA	Canister
A87	Gigaohm	BX	Crate	CDL	Candela
A93	Gram/Cubic meter	C10	Millifarad	CEL	Celsius
A97	Hectopascal	C15	Millijoule	CLT	Centiliter
ACR	Acre	C16	Millimeter/second	CMK	Square Centimeter
AMP	Ampere	C18	Millimol	CMQ	Cubic centimeter
ANN	Year	C19	Mol/kilogram	CMT	Centimeter
B0	BTU/Cubic Foot	C22	Millinewton/meter	CR	Crate

CS	Case	KHZ	Kilohertz	PAD	PAD
CT	Carton	KJO	Kilojoule	PAL	Pascal
D10	Siemens per meter	KMH	Kilometer/hour	PCE	Piece
D33	Tesla	KMK	Square kilometer	PF	Pallet
D41	Ton/Cubic meter	KMQ	Kilogram per cubic meter	PK	Pack
D46	Voltampere	KMT	Kilometer	PR	Pair
D53	Watts per (Meter Kelvin)	KPA	Kilopascal	PT	Pint, US liquid
D87	Millimol/kilogram	KVA	Kilovoltampere	QT	Quart, US liquid
DAY	Day	KVT	Kilovolt	RO	Role
DD	Degree	KWH	Kilowatt-hour	S4	Square meter/second
DMQ	Cubic decimeter	KWT	Kilowatt	SEC	Second
DMT	Decimeter	L2	Liter/Minute	SMI	Mile
DR	Drum	LBR	US pound	TNE	Tonne (1000 kg)
DZN	Dozen	LTR	Liter	TCN	US TON
EA	Each	M1	Milligram/Liter	VLT	Volt
FAH	Fahrenheit	MAW	Megawatt	WEE	Week
FAR	Farad	MBR	Millibar	WTT	Watt
FOT	Feet	MGM	Milligram	YDK	Square Yard
FTK	Square foot	MHZ	Megahertz	YDQ	Cubic yard
FTQ	Cubic foot	MK	Square mile	YRD	Yards
GE	US Pound/US Gallon	ML	Thousand		
GJ	Gram/Milliliter	MIN	Minute		
GK	Gram/kilogram	MLT	Milliliter		
GL	Gram/liter	MMK	Square millimeter		
GLL	US gallon	MMQ	Cubic millimeter		
GM	Gram/square meter	MMT	Millimeter		
GP	Milligram/cubic meter	MON	Month		
GQ	Microgram/cubic meter	MPA	Megapascal		
GRM	Gram	MQH	Cubic meter/Hour		
GRO	Gross	MQS	Cubic meter per second		
GV	Gigajoule	MSK	Meter per second squared		
HAR	Hectare	MTK	Square meter		
HLT	Hectoliter	MTQ	Cubic meter		
HTZ	Hertz	MTR	Meter		
HUR	Hour	MTS	Meters per second		
IE	Person	MVA	Megavoltampere		
INH	Inch	MWH	Megawatt Hour		
INK	Square inch	NA	Milligram/kilogram		
INQ	Cubic inch	NEW	Newton		
J2	Joule/Kilogram	OHM	Ohm		
JOU	Joule	ONZ	Ounce		
KEL	Kelvin	OZA	Fluid Ounce US		
KGM	Kilogram	P1	Percentage		
KGS	Kilogram per second	PA	Package		

**Questions and Answers**

**IFB #61000225256 for IT Peripherals**

No.	Questions	Answers
1	Can we bid MFD's only or do we have to bid both MFD and Audio/Visual Equipment?	Please refer to the amended version of Section I-2 of the Specifications document.
2	<b>Internal NIC card</b> – Can the NIC be either integrated into the controller or a plug-in card?	Either is acceptable as long as the NIC card is found internally on the device.
3	Wake-On-LAN-enabled NIC cards disabled or protected with hardened password – Is Wake-on-LAN a requirement or if the device has the capability is the requirement to disable it?	If the device has the capability for Wake-on-LAN, the requirement is that this capability must either be disabled or that it be protected with a hardened password.
4	TCP/IP Protocol (not direct TCP/IP printing) - what is required by customer or what functionality should be realized	Printers can be assigned TCP/IP addresses. Non-Microsoft clients, such as Unix workstations, can print to queues defined on the server. Printers use LPD/LPR protocol.
5	Automatically use most cost effective method for black-and-white or color – Please explain and /or provide an example?	Printer does not require any manual setting change to use black ink instead of color ink for pages that are only black and white.
6	<p><b>Section I Subsection I-2:</b>                      Nature and Scope of the Project: The commonwealth states:                      For IT peripherals and audio visual equipment, Bidders must quote on the "Market Basket" of items specified in Appendix C – Cost Matrix. These items represent a sample of the products commonly purchased by the Commonwealth, but in no way represent all of the items that will be purchased by the Commonwealth through the resulting contracts. Quotes are required in a 'Cost-Plus' fashion. Bidders must provide the cost received from the manufacturer/supplier for each item in the market basket and the percentage mark-up that will be applied by the Bidder. The percentage mark-up must be consistent for every item in the market basket and all other items offered in the Bidder's catalogs.</p> <p>By virtue of the "Market Basket" approach for bidding purposes can we assume that the commonwealth is establishing a baseline for bidder competitive analysis, is this correct?</p>	Yes.

7	<p>It is stated that the items in the Market Basket represent a sample of commonly purchased products but in no way represent all items potentially to be purchased. Can we infer that all items within our "bidder catalog" could be eligible for purchase by commonwealth agencies?</p>	<p>No. Prior to go-live of the required e-procurement site, the Commonwealth contract manager will review the site and ensure all products on the site are within the scope of the awarded contract and are limited to IT Peripheral items.</p>
8	<p>The following statement is very broad: The percentage mark-up must be consistent for every item in the market basket and all other items offered in the Bidder's catalogs.  For example: if my company publishes a catalog does that mean that we must offer all those products to the commonwealth under this contract? And, if so, at the same mark-up? And are we required to provide Manufacturer cost for all products within our catalog at time of procurement?  Please clarify?</p>	<p>The items offered to the Commonwealth via the e-procurement site, will be a subset of the Bidder's entire catalog. Only those items within the scope of the awarded contract may be offered. These items must be offered at Bidder's proposed mark-up.</p> <p>Bidders are only required to submit their costs for market basket items with their Bid.</p> <p>After award, the e-procurement site and quotes must display the Contractor's cost per product and the price including markup to the Commonwealth.</p>
9	<p><b>Section I-3 Subsection D: States:</b>  Manufacturer Authorization Letter: A Bidder must submit, along with its bid, manufacturer authorization letters from at least fifteen (15) of twenty (20) vendors listed in Appendix G. Each manufacturer authorization letter must clearly state the Bidder is authorized to provide the manufacturer's equipment and other related services to the Commonwealth for Commonwealth IFB #6100025256 for IT Peripherals. Bidders must also submit a manufacturer authorization letter for each MFD manufacturer proposed in its Bid.  Please clarify the following: as a bidder are we responsible for providing Manufacturer Letters and State of Manufacture documentation (Appendix D and Appendix G) to maintain IFB compliance?</p>	<p>Manufacturer Authorization letters are required to be submitted with the bid as described Section I-3.D.</p> <p>The State of Manufacture Chart is no longer required at the time of bid submission. Please refer to the amended version of Section I-3.D of the Specifications document.</p>
10	<p>Should we be awarded a vendor status for this procurement, will there be a process should any of the vendors noted above 1. Go out of business; 2 no longer retain a relationship with our company etc. whereby we can substitute other viable suppliers?</p>	<p>Yes, with Commonwealth approval.</p>
11	<p>Please advise if these requirements for bidding purposes apply only to the items contained in the Market Basket and vendors listed above or to all items and manufacturers contained within our Bidder catalogue?</p>	<p>Section I-3 Subsection D requirements apply to at least fifteen (15) of twenty (20) vendors listed in Appendix G and the manufacturers of MFDs proposed in the bid.</p>

12	<p>Not all Vendors listed above are listed in the Market Basket. Some Vendor's whose products are included in the Market Basket are not included. Many other vendors contained with our product catalogue are not reflected. Please advise? If those vendors within our product catalogue are not listed then are we still allowed to market those products?</p>	<p>As defined in Section I-2 of the IFB, the items in the market basket represent a sample of the products commonly purchased by the Commonwealth, but in no way represent all of the items that will be purchased by the Commonwealth through the resulting contracts.</p> <p>The Commonwealth understands many other vendors' products will be sold through the resulting contracts but for Bidding purposes, the Bidders are required to meet all requirements listed within the Specifications document of this IFB.</p>
13	<p>For clarification purposes, should our company be awarded the ability to provide product under the terms and conditions of the IFB, we can market products from our published catalogue?</p>	<p>Yes, as long as those products are approved by the Commonwealth and are within the scope of the awarded contract.</p>
14	<p><b>Section I-3 Requirements states:</b> A.Section III.2 III-IFB-006.1G [Method of Award – All Bidders plus Selection of Best Value] of IFB 6100025256 – Peripherals, does not apply to this IFB. Awards will be made to the three (3) responsive and responsible Bidders who provide the lowest total cost in Appendix C – Cost Matrix.</p> <p>We cannot find any reference in this procurement documents that support this statement regarding the Section III and application or not of terms or conditions. Please clarify or show us where we can review the referenced documentation?</p>	<p>Section III.2 III-IFB-006.1G [Method of Award – All Bidders plus Selection of Best Value] was found in the document titled “IFB 6100025256 IT Peripherals.” As stated in I-3 A Requirements of the Specifications document this section does not apply to this solicitation and award will be made as defined in sub point B of section I-1 Objectives.</p>
15	<p>Contradiction on page 4 of 10: Awards will be made to the 3 responsive and responsible bidders who provide the lowest cost plus percentage markup on a market basket. Vs. Awards will be made to the 3 responsive and responsible bidders who provide the lowest total cost in Appendix C – Cost Matrix.</p>	<p>Please refer to the amended version of the Specifications document, Section I-3.A.</p>
16	<p><b>Appendix C: Cost Matrix:</b> Will an installation line be added to the MFD tab?</p>	<p>No. Please refer to section I-3.T.4 of the Specifications document. . Contractors must provide a written quote for installation service orders, which the Commonwealth will attach to the associated SRM purchase order.</p>



17	<p><b>Page 4, Item I-1-Objectives-Specific</b>-If a vendor is offering Small multi-function devices, is the price offered required to be a cost plus? The price page does not appear to reflect this.</p>	<p>No, the submitted price will be a fixed price per device for the MFDs sold though the resulting contracts.</p>
18	<p><b>Page 4, Item I-2, Nature and Scope of the Project</b>-If a vendor can only offer the small MFD's, can they respond to this bid, only offering those products? Please explain the "Market Basket" and how it applies to the small MFD's.</p>	<p>No. Please refer to the amended version of Section I-2 of the Specifications document.</p> <p>The items in the "Market Basket" represent the IT Peripherals portion of this contract. The small MFDs are separate from the "Market Basket."</p>
19	<p>How does this contract for MFD's differ from the other MFD contracts that the Commonwealth has? Is this contract available to customers that cannot purchase from the other contracts? If so, who. What is the estimated revenue a vendor could expect from this award annually for the mfd's only.</p>	<p>The MFDs listing in this contract are smaller devices and are for purchase only.</p> <p>All Commonwealth agencies and COSTARS members can procure from both referenced contracts.</p> <p>The estimated revenue for MFD purchases is not available.</p>
20	<p><b>Page 5, Item D, Manufacturer Authorization Letter</b>-states that vender must submit at least fifteen (15) of twenty (20) authorization letters. Does this mean that a company must provide 15+ products in addition to MFD's to be considered for award?</p>	<p>To meet this requirement the Bidder must submit Manufacturer Authorization Letters for at least fifteen (15) of twenty (20) manufactures listed in Appendix G. Additionally, the Bidder must submit a Manufactures Authorization letter specifically referencing the MFDs the Bidder has submitted as part of its bid.</p>
21	<p><b>Page 7, Item L, Pricing</b>-states that a contract must provide proof of the cost paid by the Contractor for any item available through its contract. Does this apply to MFD's and Software? Where on the cost sheets would a vendor list available software? Would software be priced at a cost plus or firm price?</p>	<p>No, this does not apply to the MFDs.</p> <p>Standalone software packages will not be sold through the awarded contracts.</p> <p>The only software furnished through this IFB will be software that is required for equipment operation and is included with the equipment and is also included in the equipment price.</p>

22	<b>Page 8-Item T-Related Services-Relocation of Equipment-</b> Can a vendor charge for relocation?	Yes. Please refer to section I-3.T.3 of the Specifications document. Contractors must provide a written quote for relocation service orders, which the Commonwealth will attach to the associated SRM purchase order.
23	<b>Page 9-Item 3-Additional Reports-</b> Can a vendor add the word "mutual" for section to read –Additional reports may be added, or removed by the Commonwealth with mutual agreement by the vendor at any time. It is possible that the Commonwealth would request a report that we cannot provide automatically, and would therefore not be a viable report for us in the format requested.	No, the requirements of this IFB are not negotiable.
24	<b>In section P (Transportation and Delivery):</b> All quotes are to include "Inside Delivery". Please define what the Commonwealth means by Inside Delivery as this could require additional charges from freight carriers	Delivery must be made to the location specified on the PO. Devices must be signed for when delivered. Any additional charges should be factored into the Bidder's submitted mark-up.
25	What details are needed about service providers that the awarded contractor might use? Does the Commonwealth need a detailed list of partners that may be used? Is pricing for these services required to be submitted with the response?	All related services and costs provided through the awarded contracts will be agreed upon between the purchasing agency and the awarded contractor through an SOW prior to those services being rendered. A detailed list of partners is not required for bid submission.
26	How much volume did the IT peripherals contract generate with its existing contractors? How much services business came from this contract and what was the breakdown of these services?	Approximately \$64 Million in spend thought the current contracts. A breakdown of the amount of services from this contract is not available.
27	Will the awarded vendors have a direct tie in to the Commonwealth's SAP system?	Yes, the secure e-procurement punch-out site will tie directly into SAP.
28	Will the State please advise as to whether the COSTARS program election is mandatory for respondents which hold COSTARS contracts?	The COSTARS program election is not mandatory. If, however, a Bidder intends to sell products available via the awarded contracts to COSTARS members, Appendix E is required with the Bidder's submission.
29	The contract calls for FOB, does it also call for inside delivery or the ability to offer the option?	Delivery must be made to the location specified on the PO which may include inside delivery.

30	How many manufacturers can be submitted for the MFD section? Could we provide a response for all ten manufacturers?	Bidders may only propose one model for each Segment in order to be eligible to bid. Bidders may propose the same or different brands for each Segment. It is possible that up to four (4) different manufacturers may be represented in the bid for all four (4) Segments. It is not possible to submit ten manufacturer's products for four (4) Segments.
31	In regards to the SLA on Fix-time the Commonwealth calls for a 12 hour window on trouble tickets. Standard OEM warranty varies and is commonly next business day, which would not always meet the SLA. Is the Commonwealth looking for Warranty uplift on all peripheral items? If not can the Commonwealth clarify this expectation?	Sections I-3.S and I-3.V of the Specification have been amended. The SLA is now measured against whatever fix time is specified in the OEM warranty. The SLA will only apply to products where the Contractor is an authorized service representative for the OEM.
32	In the Warranty Service section is the Commonwealth seeking a Contractor to be a service center for this contract outside of the standard OEM call centers?	Sections I-3.S and I-3.V of the Specification have been amended. The Contractors must maintain a capability to receive problem reports from users via toll-free phone number or internet on a 24/7 basis, notify the appropriate party to provide warranty service, and track and report on the problem resolution time. For products where the Contractor is an authorized service representative for the OEM, the Contractor must maintain a service infrastructure sufficient to meet the SLA.
33	<b>Warranty Service section 1.</b> Can you clarify if the Commonwealth wants the Contractor to service OEM warranties or help facilitate with the OEM?	Please refer to response to question 32.
34	Is the state seeking a Contractor to warranty service issues through the whole process or handoff to the OEM who is responsible for the warranty?	Please refer to response to question 32.

35	<p><b>Regarding Section I-3; S-4</b>, are contractors required to also perform service calls for Small MFD's on a 24 hour per day basis, 365 days of the year, during a warranty period?</p>	<p>No. All repairs are to occur during normal business hours unless otherwise agreed upon by the Commonwealth and the Contractor. But Contractors must be capable of receiving service calls on a 24 hour per day basis, 365 days of the year, during a warranty period.</p>
36	<p>How will the Commonwealth handle service after the warranty period for Small MFD's?</p>	<p>The Commonwealth's Third party IT Maintenance contract will handle all post warranty services.</p>
37	<p>Will supplies for Small MFD's be purchased from the bidder/contractor or PIBH?</p>	<p>Supplies for the Small MFD's are to be purchased from the Statewide Office Supplies contract.</p>
38	<p>Are respondents required to bid on all the items in both categories (Market Basket &amp; Small MFD), or may they bid on the items in the Small MFD category only?</p>	<p>Yes, respondents are required to bid on all items in both the Market Basket and Small MFDs.</p> <p>Please refer to the amended version of Section I-2 of the Specifications document.</p>
39	<p>Are all vendors required to submit responses for the IT peripherals and small MFDs? Can vendors choose to bid only MFDs and not the IT Peripherals?</p>	<p>Yes. Respondents are required to bid on all items in both the Market Basket and Small MFDs.</p> <p>No. Vendors cannot choose to bid only on small MFDs.</p> <p>Please refer to the amended version of Section I-2 of the Specifications document.</p>
40	<p><b>Section I-1. B.</b> While we understand a subcontractor must provide a single cost plus percentage markup, can the Commonwealth clarify the evaluation model for award? Is it the lowest cost plus percentage markup or the lowest total price on the market basket of items? One vendor may have much lower acquisition costs for the goods, propose a higher cost plus percentage markup, and still have a lower price on the market basket of items requested</p>	<p>The award will be made on the basis of the lowest total on the Summary tab of Appendix C – Cost Matrix.</p> <p>Please refer to the amended version of the Specifications document, Section I-3.A. and the Summary tab of Appendix C.</p>

41	<b>Section I-2.</b> Can you confirm that the MFD pricing does not have to be at the same cost plus markup as the peripherals/AV market basket and catalogs?	MFD pricing is fixed price for the validity term of this IFB.
42	<b>Section I-2.</b> Since MFD's appear to be bid at a fixed price, are future MFD models (updated during the allowable 10 day periods) only required to be priced at or below the model being bid with the initial IFB submissions?	Yes. The future pricing must be at or below the model being bid with the initial IFB submissions. Please reference section I-3.L.2 of the Specification Document.
43	<b>Section K.4.</b> Is there any limit to the amount of an order for which the Commonwealth can or may utilize a purchasing card? If not, would the Commonwealth consider instituting a maximum order amount for P-Card use?	The Commonwealth has a \$10,000 dollar maximum threshold for P-Card use.
44	<b>Section K.5.</b> It is understood that contractors are required to provide no charge standard/ground freight. Can contractors charge for overnight or expedited freight when specifically requested by the Commonwealth?	Contractors may charge for overnight or expedited freight when requested by the Commonwealth. These charges must be quoted and accepted by the Commonwealth prior to any order being placed.
45	<b>Section K.6.</b> There will be hundreds of thousands of items available via contractor catalogs in scope for this IFB. Will the Commonwealth consider waiving the liquidated damages requirement for orders taking longer than 10 business days, since thousands of items will be unavailable for delivery on that timeframe at any given time. This could be due to international freight, custom builds, component shortages, weather delays, new product introductions, constraint on high demand products, large quantity orders, and much more.	No. Bidders are responsible for ensuring that items listed on the Commonwealths secure e-procurement site can be delivered within the required ten (10) business days.
46	As stated in the IFB "When a specific delivery date is agreed upon, delivery must occur on the requested date." How will it be documented in advance of a contractor receiving and accepting an order with negotiated delivery terms in relation to the stated 5% liquidated damages specification that go beyond the 10 day delivery timeframe?	Agreed upon delivery dates must be documented in the purchase order. In those cases where an agreed upon delivery date falls outside the ten (10) day delivery time frame, this liquidated damage will not apply.

47	<p><b>Section S.1/2.</b> It is understood that contractor must pass through all manufacturer warranties. However, software updates are not included from some manufacturers during the standard warranty period and contractors are not able to pass on such upgrades without violating resale agreements. Contractors have no ownership rights or legal ability to pass through or include this, unless it is provided for within the manufacturer's standard warranty, or an enhanced warranty separately purchased by the Commonwealth. Would the Commonwealth consider removing the requirement for software upgrades to be provided when they have a separate cost from the OEM manufacturer?</p>	<p>Please refer to the amended response to section I-3.S.4.</p>
48	<p><b>Section S.4.</b> Due to the scope of this IFB and the fact that hundreds of thousands of items from hundreds of manufacturers would be included, would the Commonwealth consider waiving the service level agreement around repair/replacement times required? I don't believe the Commonwealth has thoroughly considered that each manufacturer would be responsible for their warranty service via pass through from the contractor/reseller and many do not operate 24/7. Some do not provide technicians and many do not provide any on-site service options whatsoever...standard warranty repair processes could take weeks. The only way to approach such SLA's would be by requiring enhanced warranties to be purchased on thousands of low cost commodities, which could literally add millions in annual maintenance costs. Missing this SLA is a virtually certainty for every contractor, unless the Commonwealth ignores the very requirement outlined in the liquidated damages section. You are collectively talking about 5,000-10,000 line items per month under the SLA representing hundreds of brands, many of which cost less than \$100 to procure. The warranties don't provide for such coverage/SLA's in many cases. Will the Commonwealth accept the terms and conditions of the manufactures covered in this IFB for warranty repair services?</p>	<p>Please refer to the response to question 32.</p>

49	<p><b>Section T.</b> Can it be assumed that all of the services (bullets T.1.-T.4.) can be provided at an additional cost to the Commonwealth? Under #2 for training...can it be assumed the initial training is sold with a cost, but the Commonwealth is then requiring unlimited follow-up at no additional cost beyond the initial training purchased? Will the Commonwealth accept a time period maximum for such “no-cost” follow-up training of 30 days from initial training completion date?</p>	<p>All Related Services outlined in Section T require the Appendix I Statement of Work and would result in additional cost to the Commonwealth.</p> <p>Training is sold with additional cost and unlimited follow up.</p> <p>The Commonwealth will not accept a time period maximum for follow up training.</p>
50	<p><b>Section V.</b> With regard to incorrect shipments, can it be assumed the contractor will not be required to pay a 5% LD fee when the Commonwealth agency places an electronic order for an incorrect item or accidentally orders an incorrect item in error? Such fees would only be applied when a shipment does not match an order, correct?</p>	<p>If the Commonwealth orders the incorrect item, the LDs will not apply.</p>
51	<p>With regard to <b>Fix-Time</b>, it is understood that contractor must pass through all manufacturer warranties. Warranty coverage is stipulated by individual manufacturer policy if so provided by the manufacturer. All product warranty is subject to the warranty provided by the manufacturer and such warranty will come directly from the manufacturer. Contractors do not provide warranty on products it does not manufacture. If offered by the manufacturer on a particular item, extended warranties may be acquired. Will the Commonwealth accept the terms and conditions of the manufactures covered in this IFB for warranty repair services?</p>	<p>Please refer to the response to question 32.</p>
52	<p>With regard to “<b>The Contractor must provide the Commonwealth with monthly reports detailing delivery metrics, response/fix-time metrics, and the status of outstanding issues.</b>” This can only be provided in situations where the contractor was involved in the need for the repair, along with notification/response from the end user of its completion. Please clearly define the expected role of the contractor for reporting metrics for manufacturer related warranty issues?</p>	<p>Please refer to the response to question 32.</p>
53	<p><b>Appendix D State of Manufacture.</b> It is virtually impossible to complete this for hundreds of thousands of sku’s in a contractor’s catalog. Can this be provided on a case-by-case basis should the Commonwealth have the need for data on a specific item? The document does request the information within 2 business days or request. It does not seem to be designed to be completed for complete vendor catalogs or the entire market basket.</p>	<p>The State of Manufacture chart must be completed for all Manufactures whose Authorization letters are being submitted to meet this requirement of Section I-3 D.</p>

54	Will the Commonwealth be scheduling a pre-bid meeting for this IFB?	No pre-bid will be scheduled for this IFB.
55	Will proposals which take exception to the 5% liquidated damages provision, service SLA's or any other IFB specification/t's&c's automatically be rejected and thrown out? In other words, are all those pieces non-negotiable?	Yes. The Specifications, Requirements and Terms and Conditions of this IFB are not negotiable. A bid will be rejected as not responsive if the bidder takes exception to the 5% liquidated damages provision.
56	Are there any terms and conditions applicable to this IFB in areas such as Limitation of Liability, Patent Infringement, Indemnification, etc...we can't seem to locate them?	Please reference the document titled IFB 6100025256 IT Peripherals; Peripherals section V.12 CONTRACT-009.1c Patent, Copyright, and Trademark Indemnity.
57	Are there any special considerations or requirements for the inclusion of disadvantaged business utilization?	No
58	Due to the hundreds of thousands of products across hundreds of manufacturers and the likelihood that at any given time there are thousands of products on availability constraint; has the Commonwealth considered that it is conceivable that multiple if not all of the awarded contractors could be considered ineligible at the same time?	Contractors are responsible for ensuring that items listed on the Commonwealths secure e-procurement site will be delivered within the required 10 days.
59	<b>MFD Related-</b> With regard to more or less guaranteeing a particular model will be around and available at all times for 6 months, with a replacement only being available for 2, ten day windows a year, and at a price at or below the price submitted today...the contractor/reseller has no control over when a manufacturer phases out a product or their inventory levels or their wholesale costing for future products. Can the substitution period be adjusted to align with manufacturer model changes so we can provide a new model soon after the discontinuation of an older model?	Appendix B MFD Requirements will be updated to remove the requirement for semiannual substitution. Substitutions will be allowed at any time during the term of the contract, with approval of the Commonwealth.
60	<b>MFD Related-</b> Is there flexibility in pricing of new/replacement models if the contractor can provide documentation that the awarded pricing structure remains the same (ie. Cost plus model)?	No. Any new device must meet the minimum requirements of Appendix A and B and the price must be less than or equal to the model being replaced.
61	<b>Appendix A MFD Requirements Matrix - Line 41</b> Can the Commonwealth clearly define what they mean by "Common user interface within each lot"?	This requirement has been removed from Appendix A MFD Requirements Matrix and Appendix B MFD Requirements.



62	<p><b>Page 5 – Secure E-procurement Portal</b> – Do any of the Commonwealths current suppliers have these capabilities? If a vendor does not have these capabilities will they still be considered for award?</p>	<p>The current contractors do have Secure E-procurement Portal capabilities.</p> <p>If a bidder does not have the capability for E-procurement then it will not be considered for an award.</p>
63	<p>Can a vendor only bid small MFD's?</p>	<p>No. Please refer to the amended version of Section I-2 of the Specifications document.</p>
64	<p>In reading through the various documents, it is not clear if bids must be submitted for each section, for example, we can only respond to the small MFD section. From going through the spreadsheets it appears that a cost must be entered for ALL services in order for you to obtain an overall aggregate per bidder.</p> <p>Can you please clarify?</p>	<p>Please refer to the amended version of Section I-2 of the Specifications document.</p>
65	<p>The MFD requirements do not specify that the proposed device has a hard drive expansion option, was this intentional?</p>	<p>Yes, this was intentional. MFDs with mandatory hard drives are available through contracts awarded through the MFD IFB.</p>
66	<p>Referring to the Specifications, Part I, I-1, B Specific: The commonwealth states that there will be 3 awarded bidders. Is it the intention of the commonwealth to award to 3 bidders that represent 3 different MFD Manufacturers or will the 3 awarded bidders represent all 10 MFD manufacturers referenced in Appendix B.</p>	<p>Bidders must propose four (4) MFD models from any of the ten (10) manufacturers to support the four (4) Segments in their bid. The three (3) bidders chosen for award will supply IT peripherals and MFDs.</p>
67	<p>Is it the intention of the Commonwealth to limit the number of MFD Manufacturers to a Maximum of 3?</p>	<p>Please refer to the response to question 66. The number of MFD manufacturers represented will be a function of which models the Contractors proposed in their bids.</p>
68	<p>How would the Commonwealth want contractors to handle product within the Market Basket that has been discontinued?</p>	<p>The Commonwealth has Amended the Appendix C – Cost Matrix to include an option for discontinued items.</p>

69	<b>MFD Related – All Segments.</b> We request the minimum paper input capacity be reduced to 250 sheets. This is the standard for the majority of OEM's	The Commonwealths standard for Minimum Paper Input Capacity will remain at 500 sheets.
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Date: 06/12//2013

Subject: IFB IT Peripherals

Solicitation Number: 6100025256

Solicitation Due Date 07/01/2013 03:00 PM

Addendum Number: 1

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To All Offerors/Bidders:

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

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

1. Questions and answers document has been attached to this addendum and to the IFB.
2. The following sections to Specification for IT Peripherals IFB 6100025256 have been updated and updated document has been attached.
  - I-1.B. Specific
  - I-2 Nature and Scope of the Project
  - I-3.S. Warranty Services
  - I-3.V. Service Level Agreements (SLAs) / Liquidated Damages (LDs):
3. Appendix A. MFD Requirements Matrix- Removed the Common user interface within each lot requirement and the updated appendix has been attached.
4. Appendix B. MFD Requirements - Removed the Common user interface within each lot requirement and the updated appendix has been attached.
5. Appendix C - Cost Matrix- Market Basket Tab updated to include columns E, F and G for manufacturers replacement information on discontinued items.

**For electronic solicitations responses via the PASupplierPortal:**

- Attach this addendum to your solicitation response.
- To attach the Addendum, download the Addendum and save to your computer. Move to “My Notes”, use the “Browse” button to find the document you just saved and press “Add” to upload the document.
- Review the Attributes section of our solicitation response to ensure you have responded, ad required, to any question relevant to solicitation addenda issues subsequent to the initial advertisement of the solicitation opportunity,

**For Solicitation where a “hard copy” (vs. electronic) response if requested:**

- If you are already submitted a response to the original solicitation, you may either submit a new response, or return this Addendum with a statement that your original response remain fir, by the due date to the following address:

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

Very truly yours,

Name: Raymond A. Jaime

Title: Commodity Specialist

Phone: 717-346-3827

Email: rjaime@pa.gov

Date: 06/13//2013

Subject: IFB IT Peripherals

Solicitation Number: 6100025256

Solicitation Due Date 07/01/2013 03:00 PM

Addendum Number: 2

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To All Offerors/Bidders:

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

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

1. Question number 69 has been added to the Questions and Answers document. The updated document has been attached to this addendum and to the IFB.

**For electronic solicitations responses via the PASupplierPortal:**

- Attach this addendum to your solicitation response.
- To attach the Addendum, download the Addendum and save to your computer. Move to “My Notes”, use the “Browse” button to find the document you just saved and press “Add” to upload the document.
- Review the Attributes section of our solicitation response to ensure you have responded, as required, to any question relevant to solicitation addenda issues subsequent to the initial advertisement of the solicitation opportunity,

**For Solicitation where a “hard copy” (vs. electronic) response if requested:**

- If you are already submitted a response to the original solicitation, you may either submit a new response, or return this Addendum with a statement that your original response remain firm, by the due date to the following address:

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

Very truly yours,

Name: Raymond A. Jaime

Title: Commodity Specialist

Phone: 717-346-3827

Email: rjaime@pa.gov



Date: 06/27/2013

Subject: IFB IT Peripherals

Solicitation Number: 6100025256

Solicitation Due Date 07/03/2013 03:00 PM

Addendum Number: 3

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To All Offerors/Bidders:

The Commonwealth of Pennsylvania defines a solicitation "Addendum" as an addition to or amendment of the original terms, conditions, specification, or instruction of a procurement solicitation (e.g. Invitation for Bids, Request for Quotes and Request for Proposals).

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

Due to system unavailability for Fiscal Year End Closing Activities, the solicitation due date has been extended to 3:00PM on July 3, 2013.

**For Solicitation where a "hard copy" (vs. electronic) response if requested:**

- If you are already submitted a response to the original solicitation, you may either submit a new response, or return this Addendum with a statement that your original response remain fir, by the due date to the following address:

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

Very truly yours,

Name: Raymond A. Jaime

Title: Commodity Specialist

Phone: 717-346-3827

Email: rjaime@pa.gov

Date: 07/03/2013

Subject: IFB IT Peripherals

Solicitation Number: 6100025256

Solicitation Due Date 07/03/2013 03:00 PM

Addendum Number: 4

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To All Offerors/Bidders:

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

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

Section V.3 CONTRACT-002.2a Renewal of Contract Term (Nov 30 2006) of the IFB is replaced by the following:

The Contract may be renewed for a maximum of 3 additional 1 year term(s), so long as Commonwealth provides written notice to Contractor of its intention to extend the Contract by letter prior to the expiration of the term of the agreement, or any extension thereof. The Commonwealth may exercise the renewal as individual year or multiple year term(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.

**For Solicitation where a “hard copy” (vs. electronic) response if requested:**

- If you are already submitted a response to the original solicitation, you may either submit a new response, or return this Addendum with a statement that your original response remains firm, by the due date.

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

Very truly yours,

Name: Raymond A. Jaime

Title: Commodity Specialist

Phone: 717-346-3827

Email: rjaime@pa.gov