



**FULLY EXECUTED**

Contract Number: 4400015954  
Original Contract Effective Date: 07/22/2016  
Valid From: 09/01/2016 To: 02/28/2023

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: 184168

**Supplier Name/Address:**  
CANON SOLUTIONS AMERICA INC  
1 CANON PARK  
MELVILLE NY 11747-3036 US

**Please Deliver To:**

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

Supplier Phone Number: 800-613-2228

Supplier Fax Number: 800-220-4002

**Contract Name:**  
Drafting and Engineering Equipment

**Payment Terms**  
NET 30

Solicitation No.: 6100037155

Issuance Date: 04/22/2016

Supplier Bid or Proposal No. (if applicable): 6500101769

Solicitation Submission Date: 05/23/2016

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

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Drafting Equipment	0.000		0.00	1	0.00
2	Drafting Supplies	0.000		0.00	1	0.00
3	Drafting Accessories	0.000		0.00	1	0.00
4	Drafting Maintenance	0.000		0.00	1	0.00

**General Requirements for all Items:**

**Information:**

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

Title \_\_\_\_\_

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

Date \_\_\_\_\_



**FULLY EXECUTED**  
Contract Number: 4400015954  
Original Contract Effective Date: 07/22/2016  
Valid From: 09/01/2016 To: 02/28/2023

**Supplier Name:**  
CANON SOLUTIONS AMERICA INC

**Header Text**

The purpose of this contract as a result of IFB 6100037155 is to procure new Drafting and Engineering Equipment, Maintenance, Repairs ,Supplies , Accessories, Software and Related Services.

Two (2) year contract with three (3) renewal options.

No further information for this Contract

**Information:**



**FULLY EXECUTED**  
**Contract Number: 4400015954**  
Contract Effective Date: 07/22/2016  
Valid From: 09/01/2016 To: 08/31/2018

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

**Purchasing Agent**  
**Name: Jaime Raymond**  
**Phone: 717-346-3827**  
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2	Drafting Supplies	0.000		0.00	1	0.00
3	Drafting Accessories	0.000		0.00	1	0.00
4	Drafting Maintenance	0.000		0.00	1	0.00

**General Requirements for all Items:**

**Information:**

Supplier's Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_

Title \_\_\_\_\_  
Date \_\_\_\_\_



**FULLY EXECUTED**  
**Contract Number: 4400015954**  
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CANON SOLUTIONS AMERICA INC

**Header Text**

The purpose of this contract as a result of IFB 6100037155 is to procure new Drafting and Engineering Equipment, Maintenance, Repairs ,Supplies , Accessories, Software and Related Services.

Two (2) year contract with three (3) renewal options.

No further information for this Contract

**Information:**

**Appendix A - MANUFACTURERS DISCOUNT SHEET**

In order to complete the Bid sheet correctly , please follow the instructions below

1. Please enter a discount rate off list price for each Manufacture your company would like to provide equipment for in the PERCENT OF DISCONT FROM REFERENCED PRICE LIST column.
2. Please enter a discount rate off list price for each Manufacturer your company would like to provide accessories for in the PERCENT OF DISCOUNT FROM REFERENCED PRICE LIST column.
3. Please enter the Date of the price List your discount will apply to in the Price List Identification Date column.

**\* Your Company must provide the Manufacturers certification forms for all Manufacturers your company will choose to be resellers for .**

Do not list Fotoba, D&K without adhearing to this.

**\*\* Your company must provide a price Lists for All Manufacturers for which the Discount Rate will apply to.**

4. Please see Rate Card and provide the Hourly cost for the related services listed.

APPENDIX A - MANUFACTURERS DISCOUNT SHEET- IFB 6100037155				
DRAFTING AND ENGINEERING EQUIPMENT, SERVICE AND SUPPLIES				
COMPANY NAME -				
DESCRIPTION	Manufacturer	PRICE LIST IDENTIFICATION DATE	WILL YOU OFFER LEASING OF YOUR EQUIPMENT WITH ATTACH TERMS AND CONDITIONS. Y=YES N=NO	PERCENT OF DISCOUNT FROM REFERENCED (MSRP) PRICE LIST
Drafting and Engineering Equipment	Oce	5/22/2016	Y	See Below
Drafting and Engineering Equipment Maintenance/Repairs	Oce	5/22/2016	Y	See Below
Drafting and Engineering Equipment Supplies	Oce	5/22/2016	Y	See Below
3D PRINTER	N/A	N/A	N/A	N/A
Accessories which are not not covered or included in other purchases, including Software and Software Maintenance/Upgrades	Oce	5/22/2016	Y	See Below

Drafting and Engineering Equipment				
Oce PlotWave		5/22/2016	Y	12.0%
Oce ColorWave		5/22/2016	Y	12.0%
Canon iPF		5/22/2016	Y	12.0%
Drafting and Engineering Equipment Maintenance/Repairs				
Maintenance Only - Oce & Canon		5/22/2016	Y	8.0%
EasyPACII (Maint. & toner) - Oce		5/22/2016	Y	11 - 43%
Drafting and Engineering Equipment Supplies				
Supplies - All		5/22/2016	Y	10.0%
Accessories which are not not covered or included in other purchases, including Software and Software Maintenance/Upgrades				
Accessories - Oce		5/22/2016	Y	12.0%
Accessories - Canon iPF		5/22/2016	Y	12.0%

## RATE CARD

**Instructions:** A bidder must provide an hourly cost to perform the Related Services listed below

**Bidder:** Insert your company name -

Relates Service	HOURLY RATE
Installation	See Price Sheet for rates
De- Installation	See Price Sheet for rates
Transportation to DGS	See Price Sheet for rates
Relocation of Equipment ( Within the same building)	See Price Sheet for rates
Relocation of Equipment ( Within a twenty- five (25) mile Radius)	See Price Sheet for rates
Relocation of Equipment ( Beyond a twenty- five (25) mile Radius)	See Price Sheet for rates
Training	See Price Sheet for rates
Asset Tagging	See Price Sheet for rates

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>
PW3x5	Canon/Oce	Malaysia
PW450	Canon/Oce	Malaysia
PW500	Canon/Oce	Malaysia
PW750	Canon/Oce	Venlo, Netherlands
PW900	Canon/Oce	Venlo, Netherlands
CW5/700	Canon/Oce	Malaysia
CW910	Canon/Oce	Venlo, Netherlands
iPF	Canon	China

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.

**Canon Solutions America, Inc.**

Corporate or Legal Entity Name

*M*

Signature/Date

5/18/16

**Jack McNulty, Vice President – Finance**

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: Vice President - Finance \_\_\_\_\_

DATE: 5/18/16 \_\_\_\_\_

# 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.

# Commonwealth of PA

## IFB 6100037155

Equipment Pricing:

† If item is purchased separately an additional installation charge is required.

Service Pricing:

Maintenance contracts include 2 incidents

Maintenance Pricing may be fixed for the contract duration by adding the following percentage to BOTH the base monthly charge and the excess meter charge:  
2 yr. - 1.035, 3 yr. - 1.07, 4 yr. - 1.105, 5 yr. - 1.140, 6 yr. - 1.175

EasyPACII service plans include maintenance and a limited amount of toner based on committed volume.

Maintenance renewal pricing for base and excess subject to annual increase. Increases will not exceed 10% annually.

Item Number	Oce PlotWave 345	List Price	Discount Percent	Comm. of PA Price	Install Charges	†
<b>Equipment - Printer Only</b>						
1500C001A	Océ PlotWave 345 print engine – 1 roll	12,900		11,352	210	
1504C001	Océ PlotWave 345 Product License (req. with 1500C001A)	250		220	-	
1502C003	Océ PlotWave Series Top Cover	125		110	-	
45-9400A	Oce TDS Initial Supplies (1ea=1ct=2rl)	40		35	-	
		13,315	12.0%	11,717	210	
<b>Equipment - Printer &amp; Scanner</b>						
1500C001A	Océ PlotWave 345 print engine – 1 roll	12,900		11,352	210	
1504C001	Océ PlotWave 345 Product License (req. with 1500C001A)	250		220	-	
8782B004	Océ Scanner Express III	5,000		4,400	109	
45-9400A	Oce TDS Initial Supplies (1ea=1ct=2rl)	40		35	-	
		18,190	12.0%	16,007	319	
<b>Accessories</b>						
8778B004	PlotWave 300 series Second Roll	785	12.0%	691	100	†
8778B006	PlotWave 300 series Front original tray	250	12.0%	220	290	†
<b>Accessories - Folders &amp; Finishing</b>						
8898B001	Oce Delivery Tray Base Unit	1,960	12.0%	1,725	155	†
8898B002	Interface LV/MV TDS/PW (req w/8898B001)	140	12.0%	123	-	†
1070001710	Estefold 2400 Fan Fold	16,995	12.0%	14,956	750	
1070001711	Estefold Connection Kit LV BW (PW3X0) (req with Estefold)	2,500	12.0%	2,200	450	†
<b>Accessories - Security</b>						
9713464	PW LV/MV RHD KIT (S/N 330807578+)	600	12.0%	528	250	
1070049636	Add'l 500GB HD for PW LV/MV RHD Kit(req 9713464)	225	12.0%	198	191	†
0054C010	Access Management License (PW/CW LV/MV)	800	12.0%	704	-	†
1502C004	TPM Module	240	12.0%	211	173	†
1504C004	Disk Encryption License	230	12.0%	202	25	†
<b>Accessories - Software</b>						
1504C003	Adobe Postscript 3/PDF for Océ PlotWave 345/365	850	12.0%	748	-	†
4909002	Océ Account Console	1,000	12.0%	880	-	
<b>Supplies</b>						
1284C001	Océ PlotWave 345/365 Toner (2 x 400g bottles)	215	10.0%	194		
1070011810	PCK Toner 340/360 kit (2 400gm-btl)/ct	215	10.0%	194		
1070036685	Oce PW300/400/500 Series Developer (1x1,750g bottle)	455	10.0%	410		
<b>Maintenance/Repairs</b>						<b>Excess</b>
1500C001A	Océ PlotWave 345 print engine – 1 roll - Maintenance Only - 0 sqft per month	10.00	8.0%	9.20	0.0820	
1500C001A	Océ PlotWave 345 print engine – 1 roll - Maintenance Only - 2,000 sqft per month	90.00	8.0%	82.80	0.0410	
1500C001A	Océ PlotWave 345 print engine – 1 roll - Maintenance Only - 5,000 sqft per month	200.00	8.0%	184.00	0.0300	
1500C001A	Océ PlotWave 345 print engine – 1 roll - Maintenance Only - 10,000 sqft per month	310.00	8.0%	285.20	0.0260	
8782B004	Océ Scanner Express III	40.00	8.0%	36.80	n/a	
1070001710	Estefold 2400 Fan Fold	100.00	8.0%	92.00	n/a	
1500C001A	Zone 3	10.00	8.0%	9.20	n/a	
1500C001A	Océ PlotWave 345 print engine – 1 roll - EasyPACII - 2,000 sqft per month	126.00	11.9%	111.00	0.0410	
1500C001A	Océ PlotWave 345 print engine – 1 roll - EasyPACII - 5,000 sqft per month	290.00	13.1%	252.00	0.0300	
1500C001A	Océ PlotWave 345 print engine – 1 roll - EasyPACII - 10,000 sqft per month	489.00	14.3%	419.00	0.0260	

• Includes 90 day warranty - unlimited usage

2 ctn/yr	1 semi-annually
5 ctn/yr	1 annually and 1 every quarter
10 ctn/yr	2 annually and 2 every quarter

Item Number	Océ PlotWave 365	List Price	Discount Percent	Comm. of PA Price	Install Charges	†
<b>Equipment - Printer Only</b>						
1500C001B	Océ PlotWave 365 print engine – 1 roll	12,900		11,352	210	
1504C002	Océ PlotWave 365 Product License (req. with 1501C001B)	3,960		3,485	-	
1502C003	Océ PlotWave Series Top Cover	125		110	-	†
45-9400A	Océ TDS Initial Supplies (1ea=1ct=2rl)	40		35	-	
		17,025	12.0%	14,982	210	
<b>Equipment - Printer &amp; Scanner</b>						
-						
1500C001B	Océ PlotWave 365 print engine – 1 roll	12,900		11,352	210	
1504C002	Océ PlotWave 365 Product License (req. with 1501C001B)	3,960		3,485	-	
8782B004	Océ Scanner Express III	5,000		4,400	109	
45-9400A	Océ TDS Initial Supplies (1ea=1ct=2rl)	40		35	-	
		21,900	12.0%	19,272	319	
<b>Accessories</b>						
8778B004	PlotWave 300 series Second Roll	785	12.0%	691	100	†
8778B006	PlotWave 300 series Front original tray	250	12.0%	220	290	†
<b>Accessories - Folders &amp; Finishing</b>						
-						
8898B001	Océ Delivery Tray Base Unit	1,960	12.0%	1,725	155	†
8898B002	Interface LV/MV TDS/PW (req w/8898B001)	140	12.0%	123	-	†
1070001710	Estefold 2400 Fan Fold	16,995	10.0%	15,296	750	
1070001711	Estefold Connection Kit LV BW (PW3X0) (req with Estefold)				450	
<b>Accessories - Security</b>						
-						
9713464	PW LV/MV RHD KIT (S/N 330807578+)	600		528	250	
1070049636	Add'l 500GB HD for PW LV/MV RHD Kit(req 9713464)	225		198	191	†
0054C010	Access Management License (PW/CW LV/MV)	800		704	-	†
1502C004	TPM Module	240	12.0%	211	173	†
1504C004	Disk Encryption License	230	12.0%	202	25	†
<b>Accessories - Software</b>						
8779B001	Adobe PostScript / PDF	850	12.0%	748	-	†
4909002	Océ Account Console	1,000	12.0%	880	-	
<b>Supplies</b>						
1284C001	Océ PlotWave 345/365 Toner (2 x 400g bottles)	215	10.0%	194		
1070011810	PCK Toner 340/360 kit (2 400gm-btl)/ct	215	10.0%	194		
1070036685	Océ PW300/400/500 Series Developer (1x1,750g bottle)	455	10.0%	410		
<b>Maintenance/Repairs</b>						
						<b>Excess</b>
1500C001B	Océ PlotWave 365 print engine – 1 roll - Maintenance Only - 0 sqft per month	10.00	8.0%	9.20		0.0820
1500C001B	Océ PlotWave 365 print engine – 1 roll - Maintenance Only - 2,000 sqft per month	90.00	8.0%	82.80		0.0410
1500C001B	Océ PlotWave 365 print engine – 1 roll - Maintenance Only - 5,000 sqft per month	200.00	8.0%	184.00		0.0300
1500C001B	Océ PlotWave 365 print engine – 1 roll - Maintenance Only - 10,000 sqft per month	310.00	8.0%	285.20		0.0260
8782B004	Océ Scanner Express III	40.00	8.0%	36.80		n/a
1070001710	Estefold 2400 Fan Fold	100.00	8.0%	92.00		n/a
1500C001B	Zone 3	10.00	8.0%	9.20		n/a
1500C001B	Océ PlotWave 365 print engine – 1 roll - EasyPACII - 2,000 sqft per month	126.00	11.9%	111.00		0.0410
1500C001B	Océ PlotWave 365 print engine – 1 roll - EasyPACII - 5,000 sqft per month	290.00	13.1%	252.00		0.0300
1500C001B	Océ PlotWave 365 print engine – 1 roll - EasyPACII - 10,000 sqft per month	489.00	14.3%	419.00		0.0260

• Includes 90 day warranty - unlimited usage

2 ctn/yr	1 semi-annually
5 ctn/yr	1 annually and 1 every quarter
10 ctn/yr	2 annually and 2 every quarter

Item Number	Oce PlotWave 450	List Price	Discount Percent	Comm. of PA Price	Install Charges	†
<b>Equipment - Printer Only</b>						
1499C001A	PlotWave 450 2 Roll Printer	20,500		18,040	263	
1503C001	PW450 Product Lic. (req. w/1499C00x)	250		220	-	
1501C005	PW 450/550 2R front covers (2 pack)	250		220	-	
1502C003	Océ PlotWave Series Top Cover	125		110	-	
45-9400A	Oce TDS Initial Supplies (1ea=1ct=2rl)	40		35	-	
		21,165	12.0%	18,625	263	
<b>Equipment - Printer &amp; Scanner</b>						
1499C001A	PlotWave 450 2 Roll Printer	20,500		18,040	263	
1503C001	PW450 Product Lic. (req. w/1499C00x)	250		220	-	
1501C005	PW 450/550 2R front covers (2 pack)	250		220	-	
8782B004	Océ Scanner Express III	5,000		4,400	109	
45-9400A	Oce TDS Initial Supplies (1ea=1ct=2rl)	40		35	-	
		26,040	12.0%	22,915	372	
<b>Accessories - Folders &amp; Finishing</b>						
9774B005	Océ PlotWave 450/5X0 Climate Control	300	12.0%	264	225	
1501C004	PW450/5X0 2nd two Roll drawer	4,000	12.0%	3,520	100	†
8898B001	Oce Delivery Tray Base Unit	1,960	12.0%	1,725	155	†
8898B002	Interface LV/MV TDS/PW (req w/8898B001)	140	12.0%	123	-	†
4904942	Oce TDS/Plotwave Folder-1st Fold	15,600	12.0%	13,728	50	
4904941	Oce TDS/Plotwave Folder-2nd Fold	14,400	12.0%	12,672	-	
1501C003	PlotWave Folder Connection Kit	1,400	12.0%	1,232	325	†
6724B002	Belt Delivery Unit	7,000	12.0%	6,160	170	†
<b>Accessories - Security</b>						
9713464	PW LV/MV RHD KIT (S/N 330807578+)	600	12.0%	528	250	
1070049636	Add'l 500GB HD for PW LV/MV RHD Kit(req 9713464)	225	12.0%	198	191	†
0054C010	Access Management License (PW/CW LV/MV)	800	12.0%	704	-	†
1502C004	TPM Module	240	12.0%	211	173	†
1504C004	Disk Encryption License	230	12.0%	202	25	†
<b>Accessories - Software</b>						
1503C003	PlotWave 450/550 Adobe PS / PDF	1,800	12.0%	1,584	-	†
4909002	Océ Account Console	1,000	12.0%	880	-	
<b>Supplies</b>						
1284C002	Océ PlotWave 450/550 Toner (2 x 450g bottles)	271	10.0%	244		
1070036685	Oce PW300/400/500 Series Developer (1x1,750g bottle)	455	10.0%	410		



Item Number	Océ PlotWave 450	List Price	Discount Percent	Comm. of PA Price	Install Charges
<b>Maintenance/Repairs</b>					<b>Excess</b>
1499C001A	Océ PlotWave 450 print engine – 2 roll - Maintenance Only - 5,000 sqft per month	160.00	8.0%	147.20	0.0250
1499C001A	Océ PlotWave 450 print engine – 2 roll - Maintenance Only - 10,000 sqft per month	248.00	8.0%	228.16	0.0240
1499C001A	Océ PlotWave 450 print engine – 2 roll - Maintenance Only - 15,000 sqft per month	345.00	8.0%	317.40	0.0160
1499C001A	Océ PlotWave 450 print engine – 2 roll - Maintenance Only - 25,000 sqft per month	485.00	8.0%	446.20	0.0140
1499C001A	Océ PlotWave 450 print engine – 2 roll - Maintenance Only - 35,000 sqft per month	595.00	8.0%	547.40	0.0130
1499C001A	Océ PlotWave 450 print engine – 2 roll - Maintenance Only - 45,000 sqft per month	680.00	8.0%	625.60	0.0130
1503C001	PW450 Product Lic. (req. w/1499C00x)	61	8.0%	56	n/a
8782B004	Océ Scanner Express III	40	8.0%	37	n/a
4904942	Océ TDS/Plotwave Folder-1st Fold	218	8.0%	201	n/a
1499C001A	Zone 3	68	8.0%	63	n/a
1499C001A	Océ PlotWave 450 print engine – 2 roll - EasyPACII - 5,000 sqft per month	247	11.7%	218.00	0.0250
1499C001A	Océ PlotWave 450 print engine – 2 roll - EasyPACII - 10,000 sqft per month	422	11.8%	372.00	0.0240
1499C001A	Océ PlotWave 450 print engine – 2 roll - EasyPACII - 15,000 sqft per month	606	14.5%	518.00	0.0160
1499C001A	Océ PlotWave 450 print engine – 2 roll - EasyPACII - 25,000 sqft per month	900	17.6%	742.00	0.0140
1499C001A	Océ PlotWave 450 print engine – 2 roll - EasyPACII - 35,000 sqft per month	1,184	17.1%	982.00	0.0130
1499C001A	Océ PlotWave 450 print engine – 2 roll - EasyPACII - 45,000 sqft per month	1,423	17.3%	1,177.00	0.0130

• Includes 90 day warranty - 75k square foot allowance, .015 excess

4 ctns/yr	1 quarterly
8 ctn/yr	2 quarterly
12 ctn/yr	1 Monthly
19 ctn/yr	3 bi-monthly and 1 annually
27 ctn/yr	2 Monthly and 3 annually
34 ctn/yr	5 Bi-monthly and 1 quarterly

Item Number	Oce PlotWave 500	List Price	Discount Percent	Comm. of PA Price	Install Charges	†
<b>Equipment - Printer Only</b>						
9773B001	PlotWave 500 2 Roll Printer	20,500		18,040	263	
9886B001	PlotWave 500 Controller License	3,295		2,900	-	
9774B001	PlotWave 500 front covers (2 pack)	250		220	-	
9774B003	PlotWave 300/500 Series Top Cover	125		110	-	
45-9400A	Oce TDS Initial Supplies (1ea=1ct=2rl)	40		35	-	
		24,210	12.0%	21,305	263	
<b>Equipment - Printer &amp; Scanner</b>						
9773B001	PlotWave 500 2 Roll Printer	20,500		18,040	263	
9886B001	PlotWave 500 Controller License	3,295		2,900	-	
9774B001	PlotWave 500 front covers (2 pack)	250		220	-	
8782B001	Scanner Express II	5,000		4,400	109	
45-9400A	Oce TDS Initial Supplies (1ea=1ct=2rl)	40		35	-	
		29,085	12.0%	25,595	372	
<b>Accessories - Folders &amp; Finishing</b>						
9774B005	Océ PlotWave 450/5X0 Climate Control	300	12.0%	264	225	
9774B002	PlotWave 500 series Second 2 Roll drawer	4,000	12.0%	3,520	100	†
8898B001	Oce Delivery Tray Base Unit	1,960	12.0%	1,725	155	†
8898B002	Interface LV/MV TDS/PW (req w/8898B001)	140	12.0%	123	-	†
1070001710	Estefold 2400 Fan Fold	16,995	12.0%	14,956	750	
1060131321	Océ Estefold 4312 with Extended Stacker	31,995	12.0%	28,156	1,460	
1070001711	Estefold Connection Kit LV BW (PW3X0) (req with Estefold)	2,500	12.0%	2,200	450	†
<b>Accessories - Security</b>						
9713464	PW LV/MV RHD KIT (S/N 330807578+)	600	12.0%	528	250	
1070049636	Add'l 500GB HD for PW LV/MV RHD Kit(req 9713464)	225	12.0%	198	191	†
<b>Accessories - Software</b>						
9886B002	PlotWave 500 Adobe Postscript/PDF	1,800	12.0%	1,584	-	†
4909002	Océ Account Console	1,000	12.0%	880	-	
<b>Supplies</b>						
1284C002	Océ PlotWave 450/550 Toner (2 x 450g bottles)	271	10.0%	244		
1070035957	PW500 Toner Kit (2*450gr bottles)	271	10.0%	244		
1070036685	Oce PW300/400/500 Series Developer (1x1,750g bottle)	455	10.0%	410		

Item Number	Océ PlotWave 500	List Price	Discount Percent	Comm. of PA Price	Install Charges
<b>Maintenance/Repairs</b>					<b>Excess</b>
9773B001	Océ PlotWave 500 print engine – 2 roll - Maintenance Only - 5,000 sqft per month	160.00	8.0%	147.20	0.0250
9773B001	Océ PlotWave 500 print engine – 2 roll - Maintenance Only - 10,000 sqft per month	248.00	8.0%	228.16	0.0240
9773B001	Océ PlotWave 500 print engine – 2 roll - Maintenance Only - 15,000 sqft per month	345.00	8.0%	317.40	0.0160
9773B001	Océ PlotWave 500 print engine – 2 roll - Maintenance Only - 25,000 sqft per month	485.00	8.0%	446.20	0.0140
9886B001	PlotWave 500 Controller License	61.00	8.0%	56.12	n/a
8782B001	Scanner Express II	40.00	8.0%	36.80	n/a
1070001710	Estefold 2400 Fan Fold	100.00	8.0%	92.00	n/a
1060131321	Océ Estefold 4312 with Extended Stacker	290.00	8.0%	266.80	n/a
1499C001A	Zone 3	68.00	8.0%	62.56	n/a
	Océ PlotWave 500 print engine – 2 roll - EasyPACII - 5,000 sqft per month	247.00	11.7%	218.00	0.0250
	Océ PlotWave 500 print engine – 2 roll - EasyPACII - 10,000 sqft per month	422.00	11.8%	372.00	0.0240
	Océ PlotWave 500 print engine – 2 roll - EasyPACII - 15,000 sqft per month	606.00	14.5%	518.00	0.0160
	Océ PlotWave 500 print engine – 2 roll - EasyPACII - 25,000 sqft per month	900.00	17.6%	742.00	0.0140

• Includes 90 day warranty - 75k square foot allowance, .015 excess

Item Number	Oce PlotWave 750	List Price	Discount Percent	Comm. of PA Price	Install Charges	†
<b>Equipment - Printer Only</b>						
8984B001	Océ PlotWave 750 2 Roll Print Engine	19,995		17,596	200	
8985B025C	Océ PW750 Power Logic Controller	5,400		4,752	-	
8986B008	Océ PlotWave 750 PLC Base License	4,500		3,960	-	
45-9400A	Oce TDS Initial Supplies (1ea=1ct=2rl)	40		35	-	
		29,935	12.0%	26,343	200	
<b>Equipment - Printer &amp; Scanner</b>						
8984B001	Océ PlotWave 750 2 Roll Print Engine	19,995		17,596	200	
8985B025C	Océ PW750 Power Logic Controller	5,400		4,752	-	
8986B008	Océ PlotWave 750 PLC Base License	4,500		3,960	-	
6720B002	TC4 Scanner	7,995		7,036	150	
45-9400A	Oce TDS Initial Supplies (1ea=1ct=2rl)	40		35	-	
		37,930	12.0%	33,378	350	
<b>Accessories - Folders &amp; Finishing</b>						
8898B001	Oce Delivery Tray Base Unit	1,960	12.0%	1,725	155	†
8898B002	Interface LV/MV TDS/PW (req w/8898B001)	140	12.0%	123	-	†
6720B039	Interface TC4 Scanner (req w/8898B001)	140	12.0%	123	-	†
9713336	TDS600/700 Copy Dlvry Tray - reuse (includes paper switch)	300	12.0%	264	100	†
4904942	Oce TDS/Plotwave Folder-1st Fold	15,600	12.0%	13,728	50	
4904941	Oce TDS/Plotwave Folder-2nd Fold	14,400	12.0%	12,672	-	
6724B002	Belt Delivery Unit	7,000	12.0%	6,160	170	†
4936950	Double Decker Stacker	6,500	12.0%	5,720	200	
4904928	Oce TDS7XX/PW750 Paper Switch	-		-	-	
4904845	2 Roll drawer	4,500	12.0%	3,960	120	†
6308B003	2-Roll Loader	500	12.0%	440	-	†
6308B009	Cassette Tray	2,500	12.0%	2,200	120	†
4984051	Controller Cabinet	600	12.0%	528	-	†
4903822	Deluxe Controller Cabinet	900	12.0%	792	-	†
4904841	Climate Control - s/n > 5000	300	12.0%	264	-	
154062343	17" Flat Panel GUI Kit	700	12.0%	616	-	†
150062263	19" Flat Panel GUI Kit	1,100	12.0%	968	-	†
1302506	26' Printer Cable	159	12.0%	140	-	†
4986001	TCS4XT Thick Original Scanner	9,495	12.0%	8,356	120	
6429B002	TDS600 Scanner	8,250	12.0%	7,260	100	
151062338	KVM Switch	45	12.0%	40	-	
4904887	USB/VGA Extension Cable	35	12.0%	31	-	
<b>Accessories - Software</b>						
8986B001	Adobe PostScript 3 / PDF for PW750	2,000	12.0%	1,760	-	†
4909002	Océ Account Console	1,000	12.0%	880	-	
<b>Supplies</b>						
1060047449	TDS700/750/PW750 Tnr 2+waste btl/ctn	290	10.0%	261		
1060040977	PW750/TDS750/TDS700 Developer	455	10.0%	410		

Item Number	Oce PlotWave 750	List Price	Discount Percent	Comm. of PA Price	Install Charges
<b>Maintenance/Repairs</b>					<b>Excess</b>
8984B001	Océ PlotWave 750 print engine – 2 roll - Maintenance Only - 5,000 sqft per month	160.00	8.0%	147.20	0.0250
8984B001	Océ PlotWave 750 print engine – 2 roll - Maintenance Only - 10,000 sqft per month	248.00	8.0%	228.16	0.0210
8984B001	Océ PlotWave 750 print engine – 2 roll - Maintenance Only - 15,000 sqft per month	315.00	8.0%	289.80	0.0160
8984B001	Océ PlotWave 750 print engine – 2 roll - Maintenance Only - 30,000 sqft per month	473.00	8.0%	435.16	0.0140
8984B001	Océ PlotWave 750 print engine – 2 roll - Maintenance Only - 45,000 sqft per month	596.00	8.0%	548.32	0.0120
8984B001	Océ PlotWave 750 print engine – 2 roll - Maintenance Only - 60,000 sqft per month	700.00	8.0%	644.00	0.0120
8986B008	Océ PlotWave 750 PLC Base License	61.00	8.0%	56.12	n/a
6720B002	TC4 Scanner	71.00	8.0%	65.32	n/a
4904942	Oce TDS/Plotwave Folder-1st Fold	218.00	8.0%	200.56	n/a
8984B001	Zone 3	68.00	8.0%	62.56	n/a
4936950	Double Decker Stacker	50.00	8.0%	46.00	n/a
6429B002	TDS600 Scanner	138.00	8.0%	126.96	n/a
8984B001	Océ PlotWave 750 print engine – 2 roll - EasyPACII - 5,000 sqft per month	264.00	17.4%	218.00	0.0250
8984B001	Océ PlotWave 750 print engine – 2 roll - EasyPACII - 10,000 sqft per month	455.00	18.2%	372.00	0.0210
8984B001	Océ PlotWave 750 print engine – 2 roll - EasyPACII - 15,000 sqft per month	626.00	21.6%	491.00	0.0160
8984B001	Océ PlotWave 750 print engine – 2 roll - EasyPACII - 30,000 sqft per month	1,095.00	23.8%	834.00	0.0140
8984B001	Océ PlotWave 750 print engine – 2 roll - EasyPACII - 45,000 sqft per month	1,529.00	27.1%	1,115.00	0.0120
8984B001	Océ PlotWave 750 print engine – 2 roll - EasyPACII - 60,000 sqft per month	1,944.00	27.5%	1,409.00	0.0120

• Includes 90 day warranty - 75k square foot allowance, .015 excess

4 ctns/yr	1 quarterly
8 ctn/yr	2 quarterly
12 ctn/yr	1 Monthly
24 ctn/yr	2 Monthly
36 ctn/yr	3 Monthly
48 ctn/yr	4 Monthly

Item Number	Oce PlotWave 900	List Price	Discount Percent	Comm. of PA Price	Install Charges	†
<b>Equipment - Printer Only</b>						
7025B003	Océ PW900 Print Engine - 4 rolls	94,000		82,720	1,190	
4904896E	TDS Pro PLC (use with New PW900 scanner or sn >881004000)	17,900		15,752	-	
8898B001	Oce Delivery Tray Base Unit	1,960		1,725	155	
7071B051	Interface HV Printer (PW900/TDS800) (req w/8898B001)	140		123	-	
45-9400A	Oce TDS Initial Supplies (1ea=1ct=2rl)	120		106	-	
		114,120	12.0%	100,426	1,345	
<b>Equipment - Printer &amp; Scanner</b>						
7025B003	Océ PW900 Print Engine - 4 rolls	94,000		82,720	1,190	
4904896E	TDS Pro PLC (use with New PW900 scanner or sn >881004000)	17,900		15,752	-	
8898B001	Oce Delivery Tray Base Unit	1,960		1,725	155	
7071B051	Interface HV Printer (PW900/TDS800) (req w/8898B001)	140		123	-	
7026B001	Océ PW900 Scanner	45,995		40,476	155	
8898B001	Oce Delivery Tray Base Unit	1,960		1,725	155	
7072B002	Interface HV Scanner (PW900/TDS800) (req w/8898B001)	140		123	-	
45-9400A	Oce TDS Initial Supplies (1ea=1ct=2rl)	120		106	-	
		162,215	12.0%	142,749	1,655	
<b>Accessories - Folders &amp; Finishing</b>						
4904896C	TDS Pro PLC (use with TDS810 scanner or sn <881004000)	17,900	12.0%	15,752	-	
4904896D	Pro Pwr Logic Cntrl (for TDS610 Scanner)	17,900	12.0%	15,752	-	
4985239	PW900 additional 2 rolls	9,000	12.0%	7,920	-	
7096961	Paper Roll Holder	200	12.0%	176	-	†
155062136	PC Security Kit	-		-	-	
1302506	26' Printer Cable	159	12.0%	140	-	†
4984051	Controller Cabinet	600	12.0%	528	-	†
4903822	Deluxe Controller Cabinet	900	12.0%	792	-	†
154062343	17" Flat Panel GUI Kit	700	12.0%	616	-	†
150062263	19" Flat Panel GUI Kit	1,100	12.0%	968	-	†
6724B034	TDS8XX/PW900 Folder 1st fold	20,000	12.0%	17,600	-	
6724B035	TDS8XX/PW900 Folder-2nd fold-req'd w/ 1st Section	20,000	12.0%	17,600	-	
4936950	Double Decker Stacker	6,500	12.0%	5,720	200	
4984088	Belt Finisher - 1st belt	6,000	12.0%	5,280	-	†
4984089	Belt Finisher - 2nd belt	3,000	12.0%	2,640	-	†
<b>Accessories - Software</b>						
4909002	Océ Account Console	1,000	12.0%	880	-	
4985234	PW900 High Speed (10E/min)	6,600	12.0%	5,808	-	
<b>Supplies</b>						
1060124866	PW900 Toner (2-1500gram bottles)	459	10.0%	413		
1060124866	PW900 Toner (2-1500gram bottles)	394	10.0%	355		

Item Number	Océ PlotWave 900	List Price	Discount Percent	Comm. of PA Price	Install Charges
<b>Maintenance/Repairs</b>					<b>Excess</b>
7025B003	Océ PlotWave 900 print engine – 4 roll - Maintenance Only - 0 sqft per month	20.00	8.0%	18.40	0.0115
7025B003	Océ PlotWave 900 print engine – 4 roll - Maintenance Only - 25,000 sqft per month	310.00	8.0%	285.20	0.0105
7025B003	Océ PlotWave 900 print engine – 4 roll - Maintenance Only - 50,000 sqft per month	509.00	8.0%	468.28	0.0077
7025B003	Océ PlotWave 900 print engine – 4 roll - Maintenance Only - 100,000 sqft per month	851.00	8.0%	782.92	0.0071
7025B003	Océ PlotWave 900 print engine – 4 roll - Maintenance Only - 200,000 sqft per month	1,481.00	8.0%	1,362.52	0.0068
7025B003	Océ PlotWave 900 print engine – 4 roll - Maintenance Only - 300,000 sqft per month	2,006.00	8.0%	1,845.52	0.0065
7025B003	Zone 3	200.00	8.0%	184.00	n/a
4904896E	TDS Pro PLC (use with New PW900 scanner or sn >881004000)	50.00	8.0%	46.00	n/a
7026B001	Océ PW900 Scanner	200.00	8.0%	184.00	n/a
4904896C	TDS Pro PLC (use with TDS810 scanner or sn <881004000)	50.00	8.0%	46.00	n/a
4904896D	Pro Pwr Logic Cntrl (for TDS610 Scanner)	50.00	8.0%	46.00	n/a
6724B034	TDS8XX/PW900 Folder 1st fold	154.00	8.0%	141.68	n/a
4936950	Double Decker Stacker	50.00	8.0%	46.00	n/a
7025B003	Océ PlotWave 900 print engine – 4 roll - EasyPACII - 25,000 sqft per month	501.00	16.0%	421.00	0.0105
7025B003	Océ PlotWave 900 print engine – 4 roll - EasyPACII - 50,000 sqft per month	892.00	20.1%	713.00	0.0077
7025B003	Océ PlotWave 900 print engine – 4 roll - EasyPACII - 100,000 sqft per month	1,577.00	18.8%	1,280.00	0.0071
7025B003	Océ PlotWave 900 print engine – 4 roll - EasyPACII - 200,000 sqft per month	2,934.00	19.8%	2,352.00	0.0068
7025B003	Océ PlotWave 900 print engine – 4 roll - EasyPACII - 300,000 sqft per month	4,186.00	20.1%	3,345.00	0.0065

• Includes 90 day warranty - 300k square foot allowance, .0085 excess

5 ctn/yr	1 quarterly and 1 annually
10 ctn/yr	2 quarterly and 1 semi-annually
19 ctn/yr	3 every 2 months and 1 annually
38 ctn/yr	3 monthly and 1 semi-annually
57 ctn/yr	4 monthly and 3 every 4 months

Item Number	Oce ColorWave 500	List Price	Discount Percent	Comm. of PA Price	Install Charges	†
<b>Equipment - Printer Only</b>						
0051C001	ColorWave 500 Printer	26,995		23,756	825	
0054C009	ColorWave 500 License	1,575		1,386	-	
9712276	ColorWave 500 Install Kit	795		700	-	
0053C004	Top Cover Printer	300		264	30	
45-9400A	Oce TDS Initial Supplies (1ea=1ct=2rl)	40		35	-	
9713362A	Oce CW600/650 Initial Supplies A	40	12.0%	35	-	
		29,745	12.0%	26,176	855	
<b>Equipment - Printer &amp; Scanner</b>						
0051C001	ColorWave 500 Printer	26,995		23,756	825	
0054C009	ColorWave 500 License	1,575		1,386	-	
9712276	ColorWave 500 Install Kit	795		700	-	
8782B004	Océ Scanner Express III	5,000		4,400	109	
45-9400A	Oce TDS Initial Supplies (1ea=1ct=2rl)	40		35	-	
0053C005	ColorWave 700/500 Rear Cover Scanner(req w/8782B001)	185		163	-	
9713362A	Oce CW600/650 Initial Supplies A	40		35	-	
		34,630	12.0%	30,474	934	
<b>Accessories - Folders &amp; Finishing</b>						
0053C001	ColorWave 500/700 Drawer 2 Rolls	5,000	12.0%	4,400	145	†
0053C002	ColorWave 500/700 Roll Holder 2"	100	12.0%	88	-	†
0053C003	ColorWave 500/700 Roll Holder 3"	100	12.0%	88	-	†
0053C012	ColorWave 500/700 Removable Hard Drive Kit	600	12.0%	528	250	
0053C013	Additional Hard Drive for CW500/700 Removable Hard Drive Kit (requires item 0053C012)	225	12.0%	198	191	†
0053C007	Field Install Packing	950	12.0%	836	-	
4904977	Receiving Rack	-		-	-	†
4904977	Receiving Rack	-		-	-	†
8898B001	Oce Delivery Tray Base Unit	1,960	12.0%	1,725	155	†
8932B003	Interface MV Color (CW6x0) (req w/8898B001)	140	12.0%	123	-	†
1070001710	Estefold 2400 Fan Fold	16,995	12.0%	14,956	750	
1060131321	Océ Estefold 4312 with Extended Stacker	31,995	12.0%	28,156	1,460	
0053C006	EsTefold Connection Color (CW500/CW700)	3,500	12.0%	3,080	450	†
<b>Accessories - Software</b>						
0054C001	CW500 PDF/APPE	2,395	12.0%	2,108	-	†
0054C010	Access Management License (PW/CW LV/MV)	800	12.0%	704	-	†
4909002	Océ Account Console	1,000	12.0%	880	-	
<b>Supplies</b>						
CW65GRPKIT	ColorWave Starter Media Kit	385	10.0%	347		
1070038734	Océ ColorWave 500 Toner Pearls Black	269	10.0%	242		
1070038733	Océ ColorWave 500 Toner Pearls Magenta	269	10.0%	242		
1070038731	Océ ColorWave 500 Toner Pearls Yellow	269	10.0%	242		
1070038732	Océ ColorWave 500 Toner Pearls Cyan	269	10.0%	242		



Item Number	Oce ColorWave 500	List Price	Discount Percent	Comm. of PA Price	Install Charges
<b>Maintenance/Repairs</b>					<b>Excess</b>
0051C001	Océ ColorWave 500 print engine – Maintenance Only - 0 sqft per month	129.00	8.0%	118.68	0.0440
0051C001	Océ ColorWave 500 print engine – Maintenance Only - 2,500 sqft per month	199.00	8.0%	183.08	0.0410
0051C001	Océ ColorWave 500 print engine – Maintenance Only - 5,000 sqft per month	299.00	8.0%	275.08	0.0380
0051C001	Océ ColorWave 500 print engine – Maintenance Only - 10,000 sqft per month	399.00	8.0%	367.08	0.0320
0051C001	Océ ColorWave 500 print engine – Maintenance Only - 15,000 sqft per month	499.00	8.0%	459.08	0.0260
0051C001	Océ ColorWave 500 print engine – Maintenance Only - 25,000 sqft per month	699.00	8.0%	643.08	0.0200
0051C001	Zone 3	165.00	8.0%	151.80	n/a
8782B004	Océ Scanner Express III	40.00	8.0%	36.80	n/a
1070001710	Estefold 2400 Fan Fold	100.00	8.0%	92.00	n/a
1060131321	Océ Estefold 4312 with Extended Stacker	290.00	8.0%	266.80	n/a
0051C001	Océ ColorWave 500 print engine – Service & Toner Bundled - 0 sqft per month	264.00	17.0%	219.00	0.0440
0051C001	Océ ColorWave 500 print engine – Service & Toner Bundled - 0 sqft per month	398.00	21.4%	313.00	0.0440
0051C001	Océ ColorWave 500 print engine – Service & Toner Bundled - 0 sqft per month	667.00	26.2%	492.00	0.0440
0051C001	Océ ColorWave 500 print engine – Service & Toner Bundled - 0 sqft per month	936.00	30.2%	653.00	0.0440
0051C001	Océ ColorWave 500 print engine – Service & Toner Bundled - 0 sqft per month	1,205.00	33.9%	797.00	0.0440
0051C001	Océ ColorWave 500 print engine – Service & Toner Bundled - 2,500 sqft per month	334.00	15.6%	282.00	0.0410
0051C001	Océ ColorWave 500 print engine – Service & Toner Bundled - 2,500 sqft per month	468.00	19.7%	376.00	0.0410
0051C001	Océ ColorWave 500 print engine – Service & Toner Bundled - 2,500 sqft per month	737.00	24.7%	555.00	0.0410
0051C001	Océ ColorWave 500 print engine – Service & Toner Bundled - 2,500 sqft per month	1,006.00	28.8%	716.00	0.0410
0051C001	Océ ColorWave 500 print engine – Service & Toner Bundled - 2,500 sqft per month	1,275.00	32.5%	860.00	0.0410
0051C001	Océ ColorWave 500 print engine – Service & Toner Bundled - 5,000 sqft per month	434.00	14.3%	372.00	0.0380
0051C001	Océ ColorWave 500 print engine – Service & Toner Bundled - 5,000 sqft per month	568.00	18.0%	466.00	0.0380
0051C001	Océ ColorWave 500 print engine – Service & Toner Bundled - 5,000 sqft per month	837.00	22.9%	645.00	0.0380
0051C001	Océ ColorWave 500 print engine – Service & Toner Bundled - 5,000 sqft per month	1,106.00	27.1%	806.00	0.0380
0051C001	Océ ColorWave 500 print engine – Service & Toner Bundled - 5,000 sqft per month	1,375.00	30.9%	950.00	0.0380
0051C001	Océ ColorWave 500 print engine – Service & Toner Bundled - 10,000 sqft per month	534.00	13.5%	462.00	0.0320
0051C001	Océ ColorWave 500 print engine – Service & Toner Bundled - 10,000 sqft per month	668.00	16.8%	556.00	0.0320
0051C001	Océ ColorWave 500 print engine – Service & Toner Bundled - 10,000 sqft per month	937.00	21.6%	735.00	0.0320
0051C001	Océ ColorWave 500 print engine – Service & Toner Bundled - 10,000 sqft per month	1,206.00	25.7%	896.00	0.0320
0051C001	Océ ColorWave 500 print engine – Service & Toner Bundled - 10,000 sqft per month	1,475.00	29.5%	1,040.00	0.0320
0051C001	Océ ColorWave 500 print engine – Service & Toner Bundled - 15,000 sqft per month	634.00	12.9%	552.00	0.0260
0051C001	Océ ColorWave 500 print engine – Service & Toner Bundled - 15,000 sqft per month	768.00	15.9%	646.00	0.0260
0051C001	Océ ColorWave 500 print engine – Service & Toner Bundled - 15,000 sqft per month	1,037.00	20.4%	825.00	0.0260
0051C001	Océ ColorWave 500 print engine – Service & Toner Bundled - 15,000 sqft per month	1,306.00	24.5%	986.00	0.0260
0051C001	Océ ColorWave 500 print engine – Service & Toner Bundled - 15,000 sqft per month	1,575.00	28.3%	1,130.00	0.0260
0051C001	Océ ColorWave 500 print engine – Service & Toner Bundled - 25,000 sqft per month	834.00	12.2%	732.00	0.0200
0051C001	Océ ColorWave 500 print engine – Service & Toner Bundled - 25,000 sqft per month	968.00	14.7%	826.00	0.0200
0051C001	Océ ColorWave 500 print engine – Service & Toner Bundled - 25,000 sqft per month	1,237.00	18.8%	1,005.00	0.0200
0051C001	Océ ColorWave 500 print engine – Service & Toner Bundled - 25,000 sqft per month	1,506.00	22.6%	1,166.00	0.0200
0051C001	Océ ColorWave 500 print engine – Service & Toner Bundled - 25,000 sqft per month	1,775.00	26.2%	1,310.00	0.0200

6 tnr/year
12 tnr/year
24 tnr/year
36 tnr/year
48 tnr/year
6 tnr/year
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24 tnr/year
36 tnr/year
48 tnr/year
6 tnr/year
12 tnr/year
24 tnr/year
36 tnr/year
48 tnr/year

Item Number	Oce ColorWave 500	List Price	Discount Percent	Comm. of PA Price	Install Charges	
<b>Maintenance/Repairs</b>					<b>Excess</b>	
0051C001	Océ ColorWave 500 print engine – Toner Only Quantity Contracts	135.00	15.2%	114.50	n/a	6 tnr/year
0051C001	Océ ColorWave 500 print engine – Toner Only Quantity Contracts	269.00	18.6%	219.00	n/a	12 tnr/year
0051C001	Océ ColorWave 500 print engine – Toner Only Quantity Contracts	538.00	22.3%	418.00	n/a	24 tnr/year
0051C001	Océ ColorWave 500 print engine – Toner Only Quantity Contracts	807.00	26.0%	597.00	n/a	36 tnr/year
0051C001	Océ ColorWave 500 print engine – Toner Only Quantity Contracts	1,076.00	29.7%	756.00	n/a	48 tnr/year
0051C001	Océ ColorWave 500 print engine – Service & Toner - 250 Smart Clicks/month	543.00	35.5%	350.00	0.6100	7 tnr/year
0051C001	Océ ColorWave 500 print engine – Service & Toner - 500 Smart Clicks/month	737.00	38.9%	450.00	0.5700	13 tnr/year
0051C001	Océ ColorWave 500 print engine – Service & Toner - 1000 Smart Clicks/month	1,087.00	40.2%	650.00	0.5300	26 tnr/year
0051C001	Océ ColorWave 500 print engine – Service & Toner - 2000 Smart Clicks/month	1,803.00	37.6%	1,125.00	0.5200	51 tnr/year
0051C001	Océ ColorWave 500 print engine – Service & Toner - 3000 Smart Clicks/month	2,639.00	43.2%	1,500.00	0.5100	76 tnr/year

- Includes 90 day warranty - unlimited usage

Item Number	Oce ColorWave 700	List Price	Discount Percent	Comm. of PA Price	Install Charges	†
<b>Equipment - Printer Only</b>						
0052C001	ColorWave 700 Printer (4 Roll)	43,500		38,280	825	
0055C002	ColorWave 700 License	2,800		2,464	-	
9712277	ColorWave 700 Install Kit	795		700	-	
0053C004	Top Cover Printer	300		264	30	
45-9400A	Oce TDS Initial Supplies (1ea=1ct=2rl)	40		35	-	
		47,435	12.0%	41,743	855	
<b>Equipment - Printer &amp; Scanner</b>						
0052C001	ColorWave 700 Printer (4 Roll)	43,500		38,280	825	
0055C002	ColorWave 700 License	2,800		2,464	-	
9712277	ColorWave 700 Install Kit	795		700	-	
8782B004	Océ Scanner Express III	5,000		4,400	109	
0053C005	ColorWave 700/500 Rear Cover Scanner(req w/8782B001)	185		163	-	
45-9400A	Oce TDS Initial Supplies (1ea=1ct=2rl)	40		35	-	
		52,320	12.0%	46,042	934	
<b>Accessories - Folders &amp; Finishing</b>						
0053C001	ColorWave 500/700 Drawer 2 Rolls **	5,000	12.0%	4,400	145	†
0053C002	ColorWave 500/700 Roll Holder 2"	100	12.0%	88	-	†
0053C003	ColorWave 500/700 Roll Holder 3"	100	12.0%	88	-	†
0053C012	ColorWave 500/700 Removable Hard Drive Kit	600	12.0%	528	250	
0053C013	Additional Hard Drive for CW500/700 Removable Hard Drive Kit (requires item 0053C012)	225	12.0%	198	191	†
0053C007	Field Install Packing	950	12.0%	836	-	
0055C003	CW700 App + Enabler 5y	-		-	-	
4904977	Receiving Rack	-		-	-	†
7653B234	Océ Take Up Module 6244	5,000	12.0%	4,400	216	
8898B001	Oce Delivery Tray Base Unit	1,960	12.0%	1,725	155	†
8932B003	Interface MV Color (CW6x0) (req w/8898B001)	140	12.0%	123	-	†
1070001710	Estefold 2400 Fan Fold	16,995	12.0%	14,956	750	
1060131321	Océ Estefold 4312 with Extended Stacker	31,995	12.0%	28,156	1,460	
0053C006	EsTefold Connection Color (CW500/CW700)	3,500	12.0%	3,080	450	†
<b>Accessories - Software</b>						
0055C001	ColorWave 700 PDF/APPE	2,395	12.0%	2,108	-	†
0054C010	Access Management License (PW/CW LV/MV)	800	12.0%	704	-	†
4909002	Océ Account Console	1,000	12.0%	880	-	
<b>Supplies</b>						
9713362A	Oce CW600/650 Initial Supplies A	40	10.0%	36		
CW65GRPKIT	ColorWave Starter Media Kit	385	10.0%	347		
29800186	CW600PP/650PP/700 TNR Pearls Black x4	756	10.0%	680		
29800187	CW600PP/650PP/700 TNR Pearls Magenta x4	756	10.0%	680		
29800189	CW600PP/650PP/700 TNR Pearls Yellow x4	756	10.0%	680		
29800188	CW600PP/650PP/700 TNR Pearls Cyan x4	756	10.0%	680		

Item Number	Oce ColorWave 700	List Price	Discount Percent	Comm. of PA Price	Install Charges
<b>Maintenance/Repairs</b>					<b>Excess</b>
0052C001	Océ ColorWave 700 print engine – Maintenance Only - No ID's Included	199.00	0.0%	199.00	n/a
0052C001	Océ ColorWave 700 print engine – Maintenance Only - All ID's Included	399.00	0.0%	399.00	n/a
0052C001	Zone 3	165.00	8.0%	151.80	n/a
8782B004	Océ Scanner Express III	40.00	8.0%	36.80	n/a
7653B234	Océ Take Up Module 6244	33.00	8.0%	30.36	n/a
1070001710	Estefold 2400 Fan Fold	100.00	8.0%	92.00	n/a
1060131321	Océ Estefold 4312 with Extended Stacker	290.00	8.0%	266.80	n/a

Item Number	Oce ColorWave 910	List Price	Discount Percent	Comm. of PA Price	Install Charges	†
<b>Equipment - Printer Only</b>						
1164C001B	Oce ColorWave 910 Printer	90,000		79,200	1,080	
1166C001	ColorWave 910 License	32,676		28,755	-	
9713450	CW900 Startup Kit (Primary)	4,855		4,272	-	
9713451	CW900 Startup Kit (Heads)	2,880		2,534	-	
9713452	CW900 Starter Media (XX)	99		87	-	
		130,510	12.0%	114,849	1,080	
<b>Accessories - Folders &amp; Finishing</b>						
0743C001	Estefold 5011	40,000	12.0%	35,200	1,460	
0745C002	Estefold High Speed License	1,800	12.0%	1,584	-	
0745C001	Estefold Unlimited Fan Fold License	2,977	12.0%	2,620	-	
0745C003	Estefold Map Fold License	2,433	12.0%	2,141	-	
9099B001	DT High Capacity Stacker	37,320	12.0%	32,842	200	
9098B002	DT-High Capacity Stacker Enabler (req w/9099B001)	-		-	-	
8898B001	Oce Delivery Tray Base Unit	1,960	12.0%	1,725	155	†
<b>Supplies</b>						
1070025276	CW 900 Black Ink (2L)	790	10.0%	711		
1070025277	CW 900 Cyan Ink (2L)	790	10.0%	711		
1070025278	CW 900 Yellow Ink (2L)	790	10.0%	711		
1070025279	CW 900 Magenta Ink (2L)	790	10.0%	711		
1070025280	CW 900 Maintenance Ink Tray	105	10.0%	95		
1070037656	CW900/810/910 Wiper 10Pk	800	10.0%	720		
1070025282	CW 900 Printhead	480	10.0%	432		
<b>Maintenance/Repairs</b>					<b>Excess</b>	
1164C001B	Océ ColorWave 500 print engine – Maintenance Only - 0 sqft per month	200.00	8.0%	184.00	0.0110	
1164C001B	Océ ColorWave 500 print engine – Maintenance Only - 25,000 sqft per month	458.00	8.0%	421.36	0.0103	
1164C001B	Océ ColorWave 500 print engine – Maintenance Only - 50,000 sqft per month	670.00	8.0%	616.40	0.0094	
1164C001B	Océ ColorWave 500 print engine – Maintenance Only - 100,000 sqft per month	1,050.00	8.0%	966.00	0.0085	
1164C001B	Océ ColorWave 500 print engine – Maintenance Only - 200,000 sqft per month	1,740.00	8.0%	1,600.80	0.0077	
1164C001B	Zone 3	200.00	8.0%	184.00	n/a	
0743C001	Estefold 5011	345.00	8.0%	317.40	n/a	

Item Number	TC4 Scanner	List Price	Discount Percent	Comm. of PA Price	Install Charges	†	Monthly Maint.	Zone 3 Charge
6720B002	TC4 Scanner	7,995	12.0%	7,036	150		65.32	-
4986001	TCS4XT Thick Original Scanner	9,495	12.0%	8,356	120		65.32	-
<b>Stand Alone Scanner Options</b>								
5986390	TC4 Stand Alone PLC (iBASE)	3,600	12.0%	3,168	-		-	-
9713465	Océ TDS750/TCS500/TC4 R1.9 WES2009 Kit	375	12.0%	330	216	†	-	-
4986031	TC4 Stand Alone Scanning Features (required w/SA)	7,000	12.0%	6,160	-		19.32	-
4986032	TC4 Stand Alone Account Logic	850	12.0%	748	-		-	-
4986033	TC4 Stand Alone Security Level	100	12.0%	88	-		-	-
<b>Delivery Tray Option</b>								
8898B001	Oce Delivery Tray Base Unit	1,960	12.0%	1,725	155	†	-	-
6720B039	Interface TC4 Scanner (req w/8898B001)	140	12.0%	123	-	†	-	-
9718045	Output Tray Leg Set use w/TC4 Scan. (convert TDS600/700 tray)	500	12.0%	440	285	†	-	-
<b>Multi-Printer options</b>								
9713370	Multi-Printer Connectivity Kit	330	12.0%	290	-		-	-
9713372	Multi-Printer Install up to 2 Printers	660	12.0%	581	-		-	-
9713373	Multi-Printer Install up to 3 Printers	840	12.0%	739	-		-	-
<b>Other Options</b>								
4984051	Controller Cabinet	600	12.0%	528	-	†	-	-
4903822	Deluxe Controller Cabinet	900	12.0%	792	-	†	-	-
154062343	17" Flat Panel GUI Kit	700	12.0%	616	-	†	-	-
150062263	19" Flat Panel GUI Kit	1,100	12.0%	968	-	†	-	-

Item Number	<b>ReproDesk Professional ReproDesk Select &amp; Studio</b>	List Price	Discount Percent	Comm. of PA Price	Install Charges	†	Monthly Maint.	Zone 3 Charge
<b>Professional</b>								
4937402	Repro Desk Professional	15,000	12.0%	13,200	-		115.00	-
4937450	Repro Desk Professional Upgrade *	2,500	12.0%	2,200	-		115.00	-
7099B130	Repro Desk Pro Adobe PDF RIP	1,500	12.0%	1,320	-		9.20	-
<b>Select</b>								
4937449	Repro Desk Select - NEW	7,500	12.0%	6,600	-		69.00	-
4937470	Repro Desk Select Upgrade	1,500	12.0%	1,320	-		69.00	-
7099B131	Repro Desk Select Adobe PDF RIP	1,500	12.0%	1,320	-		9.20	-
4937441	Repro Desk Document Center	4,500	12.0%	3,960	-		9.20	-
4937442	Repro Desk Location Center	2,000	12.0%	1,760	-		9.20	-
4937443	Repro Desk Direct Transfer	2,000	12.0%	1,760	-		9.20	-
4937444	Repro Desk Dashboard	200	12.0%	176	-		2.76	-
4937445	Repro Desk Automation Module	1,995	12.0%	1,756	-		9.20	-
<b>Options</b>								
4937422	Repro Desk PDE Océ Color VLV	650	12.0%	572	-		2.76	-
4937423	Repro Desk PDE Océ Color LV	995	12.0%	876	-		4.60	-
4937424	Repro Desk PDE Océ Color MV	1,595	12.0%	1,404	-		9.20	-
4937425	Repro Desk PDE Océ Color HV	5,000	12.0%	4,400	-		18.40	-
4937426	Repro Desk PDE Océ B/W VLV	650	12.0%	572	-		2.76	-
4937427	Repro Desk PDE Océ B/W LV	995	12.0%	876	-		4.60	-
4937428	Repro Desk PDE Océ B/W MV	1,995	12.0%	1,756	-		9.20	-
4937429	Repro Desk PDE Océ B/W HV	5,000	12.0%	4,400	-		18.40	-
4937407	Repro Desk PDE HPGL Out	1,595	12.0%	1,404	-		9.20	-
4937408	Repro Desk PS Out	1,595	12.0%	1,404	-		9.20	-
4937409	Repro Desk TIFF Out	1,595	12.0%	1,404	-		9.20	-
4937434	Repro Desk PDE Océ Small Format	195	12.0%	172	-		1.84	-
4937435	Repro Desk PDE Generic Small Format	195	12.0%	172	-		1.84	-
4937485	Repro Desk Generic Wide Format PDE	1,595	12.0%	1,404	-		9.20	-
4937488	Repro Desk PDE Onyx	750	12.0%	660	-		2.76	-
4937430	Repro Desk SDE VLV	995	12.0%	876	-		4.60	-
4937431	Repro Desk SDE LV	995	12.0%	876	-		4.60	-
4937432	Repro Desk SDE MV	995	12.0%	876	-		4.60	-
4937433	Repro Desk SDE HV	995	12.0%	876	-		4.60	-

Item Number	ReproDesk Professional ReproDesk Studio	List Price	Discount Percent	Comm. of PA Price	Install Charges	†	Monthly Maint*	Zone 3 Charge
<b>Studio</b>								
4937401	Repro Desk Studio	1,000	12.0%	880	-		7.36	-
4937480	ReproDesk Océ Color & B/W PDE VLV	650	12.0%	572	-		1.84	-
4937481	Repro Desk Océ Color & B/W PDE - LV	895	12.0%	788	-		4.60	-
4937482	Repro Desk Océ Color & B/W PDE - MV	1,495	12.0%	1,316	-		7.36	-
4937483	Repro Desk Océ Color & B/W PDE - HV	4,500	12.0%	3,960	-		18.40	-
4937484	Repro Desk Océ Color & B/W SDE	895	12.0%	788	-		4.60	-
4937485	Repro Desk Generic Wide Format PDE	1,595	12.0%	1,404	-		9.20	-
4937435	Repro Desk PDE Generic Small Format	195	12.0%	172	-		1.84	-
4937486	Repro Desk Studio Location Center	1,495	12.0%	1,316	-		7.36	-
4937490	Océ Repro Desk Studio Automation Module	1,695	12.0%	1,492	-		9.20	-
4937487	Adobe RIP	1,595	12.0%	1,404	-		9.20	-
<b>Miscellaneous</b>								
PC-PCS2	ReproDesk Professional Server	7,228	12.0%	6,361	90	†	46.00	-
PC-FS	ReproDesk Professional File Server	9,476	12.0%	8,339	90	†	46.00	-
PC-SQL	ReproDesk Professional DB Server	9,040	12.0%	7,955	90	†	46.00	-
155062417	17" Flat Panel Monitor	800	12.0%	704	-	†	-	-
158062349	19" Monitor, LCD Black	1,000	12.0%	880	-	†	-	-
4984051	Controller Cabinet	600	12.0%	528	-	†	-	-
151062338	KVM Switch	45	12.0%	40	-		-	-
154062483	Hard Drive, SATA, 500 GB, 3.5 ""	200	12.0%	176	-		-	-



Item Number	Device Manager	List Price	Discount Percent	Comm. of PA Price	Install Charges	†	Monthly Maint	Zone 3 Charge
9712261	Océ Device Manager (1 device)	200	12.0%	176	-		-	-
9712259	Océ Device Manager (5 devices)	500	12.0%	440	-		-	-
9712260	Océ Device Manager (unlimited devices)	2,500	12.0%	2,200	-		-	-
9712261M1	Océ Device Manager Lite - 1 Yr. Maintenance	50	12.0%	44	-		-	-
9712261M2	Océ Device Manager Lite - 2 Yr. Maintenance	100	12.0%	88	-		-	-
9712261M3	Océ Device Manager Lite - 3 Yr. Maintenance	140	12.0%	123	-		-	-
9712261M4	Océ Device Manager Lite - 4 Yr. Maintenance	180	12.0%	158	-		-	-
9712261M5	Océ Device Manager Lite - 5 Yr. Maintenance	200	12.0%	176	-		-	-
9712259M1	Océ Device Manager - 1 Yr. Maintenance	100	12.0%	88	-		-	-
9712259M2	Océ Device Manager - 2 Yr. Maintenance	200	12.0%	176	-		-	-
9712259M3	Océ Device Manager - 3 Yr. Maintenance	285	12.0%	251	-		-	-
9712259M4	Océ Device Manager - 4 Yr. Maintenance	360	12.0%	317	-		-	-
9712259M5	Océ Device Manager - 5 Yr. Maintenance	425	12.0%	374	-		-	-
9712260M1	Océ Device Manager Unlimited - 1 Yr. Maintenance	500	12.0%	440	-		-	-
9712260M2	Océ Device Manager Unlimited - 2 Yr. Maintenance	1,000	12.0%	880	-		-	-
9712260M3	Océ Device Manager Unlimited - 3 Yr. Maintenance	1,425	12.0%	1,254	-		-	-
9712260M4	Océ Device Manager Unlimited - 4 Yr. Maintenance	1,800	12.0%	1,584	-		-	-
9712260M5	Océ Device Manager Unlimited - 5 Yr. Maintenance	2,125	12.0%	1,870	-		-	-

Item Number	<b>Direct Print 4.0 Software</b>	List Price	Discount Percent	Comm. of PA Price	Install Charges	†	Monthly Maint	Zone 3 Charge
<b>Oce Direct Print</b>								
9712263	Oce Direct Print (includes 10 fixed seats)	495	12.0%	436	-		-	-
9712266	10 Additional Seat License (fixed)	350	12.0%	308	-		-	-
9712278	10 Additional Seat License (concurrent)	700	12.0%	616	-		-	-
<b>Oce Direct Print Pro</b>								
9712279	Direct Print Pro (includes 10 Concurrent seats)	750	12.0%	660	-		-	-
9712266	10 Additional Seat License (fixed)	350	12.0%	308	-		-	-
9712278	10 Additional Seat License (concurrent)	700	12.0%	616	-		-	-

Item Number	Miscellaneous Accessories	List Price	Discount Percent	Comm. of PA Price	Install Charges	†	Monthly Maint	Zone 3 Charge
4984051	Controller Cabinet	600	12.0%	528	-	†	-	-
4903822	Deluxe Controller Cabinet	900	12.0%	792	-	†	-	-
154062343	17" Flat Panel GUI Kit	700	12.0%	616	-	†	-	-
150062263	19" Flat Panel GUI Kit	1,100	12.0%	968	-	†	-	-
Accessories for new PC's (PC-GE2, -RS2, -SCSI2, -SVR2)								
155062417	17" Flat Panel Monitor	800	12.0%	704	-	†	-	-
158062349	19" Monitor, LCD Black	1,000	12.0%	880	-	†	-	-
154062483	Hard Drive, SATA, 500 GB, 3.5 ""	200	12.0%	176	-		-	-

# Commonwealth of PA

## IFB 6100037155

Equipment Pricing:

† If item is purchased separately an additional installation charge is required.

Service Pricing:

All Canon iPF units below include a 1 year warranty.

Maintenance contracts include 2 incidents

\*The customer has the ability to contact Canon ITS for phone support at any time during their ownership of the product, and on-site service is included with the first 12-months warranty period. On site coverage is available in years 2 and 3 of ownership with the purchase of a ServicePAC extended service plan. Please note that the ServicePAC must be purchased at the same time as the printer.

These are NOT available for post-sale purchase.

Pitney Bowes Installation CarePaks are an additional option for Canon iPF installations outside of zone 1.

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Item Number	<b>Canon imagePROGRAF 5 Color Technical and Infographic Printers</b>	List Price	Discount Percent	Comm. of PA Price	Install Charges	†
2158B002	imagePROGRAF 510 Printer (17")	1,595	12.0%	1,404	375	
9854B005	imagePROGRAF 670 Printer w/o stand (24")	1,295	12.0%	1,140	375	
9854B002	imagePROGRAF 670 Printer w/ stand (24")	1,595	12.0%	1,404	375	
8964B002	imagePROGRAF 680 Printer (24")	2,495	12.0%	2,196	375	
8970B002	imagePROGRAF 685 Printer (24")	3,195	12.0%	2,812	375	
9856B002	imagePROGRAF 770 Printer (36")	3,495	12.0%	3,076	375	
8967B002	imagePROGRAF 780 Printer (36")	4,495	12.0%	3,956	375	
8966B002	imagePROGRAF 785 Printer (36")	4,995	12.0%	4,396	375	
0005C002	imagePROGRAF 830 Printer (44")	5,495	12.0%	4,836	650	
0007C002	imagePROGRAF 840 Printer (44")	6,495	12.0%	5,716	880	
0009C002	imagePROGRAF 850 Printer (44")	7,995	12.0%	7,036	930	
1691B035	Colortrac Scanning System & Monitor(must be ordered w/iPF printer)	4,000	12.0%	3,520	100	
1691B050	MFP Keyboard Tray	300	12.0%	264	-	
1691B052	L24 Scanning System	2,500	12.0%	2,200	-	
1691B053	L36 Scanning System	2,500	12.0%	2,200	-	
1318B003	iPF Auto Roll Feed Unit RU-02 (inc RH2-11)	300	12.0%	264	-	
1317B001	IEEE 1394 Expansion Board EB-05	250	12.0%	220	-	
1709B001	Media Take-Up Unit TU-06 (iPF8XX)	1,500	12.0%	1,320	50	†
7025A039	imagePROGRAF PosterArtist	395	12.0%	348	-	
7025A042	SmartWorks MFP Plus	595	12.0%	524	-	
<b>Supplies Pricing - iPF670/680/685/770/780/785</b>						
6704B001	PFI-107MBK - Matte Black Ink Tank 130ml	70	10.0%	63	-	
6705B001	PFI-107BK - Black Ink Tank 130ml	70	10.0%	63	-	
6706B001	PFI-107C - Cyan Ink Tank 130ml	70	10.0%	63	-	
6707B001	PFI-107M - Magenta Ink Tank 130ml	70	10.0%	63	-	
6708B001	PFI-107Y - Yellow Ink Tank 130ml	70	10.0%	63	-	
8788B001	PFI-207MBK - Matte Black Ink Tank 300ml	127	10.0%	114	-	
8789B001	PFI-207BK - Black Ink Tank 300ml	127	10.0%	114	-	
8790B001	PFI-207C - Cyan Ink Tank 300ml	127	10.0%	114	-	
8791B001	PFI-207M - Magenta Ink Tank 300ml	127	10.0%	114	-	
8792B001	PFI-207Y - Yellow Ink Tank 300ml	127	10.0%	114	-	
3630B003	Print Head PF-04	450	10.0%	405	-	
1320B014	Maintenance Cartridge MC-10	69	10.0%	62	-	
1465B013	Roll Holder Set RH2-33 (2" or 3" core with supplied adapter) 36"	150	10.0%	135	-	

Item Number	<b>Canon imagePROGRAF 5 Color Technical and Infographic Printers</b>	List Price	Discount Percent	Comm. of PA Price	Install Charges	†
<b>Supplies Pricing - iPF510</b>						
0894B001	Canon Ink Tank PFI-102MBK - Pigment Matte Black Ink Tank 130 ml	70	10.0%	63	-	
0895B001	Canon Ink Tank PFI-102BK - Dye Black Ink Tank 130 ml	70	10.0%	63	-	
0896B001	Canon Ink Tank PFI-102C - Dye Cyan Ink Tank 130 ml	70	10.0%	63	-	
0897B001	Canon Ink Tank PFI-102M - Dye Magenta Ink Tank 130 ml	70	10.0%	63	-	
0898B001	Canon Ink Tank PFI-102Y - Dye Yellow Ink Tank 130 ml	70	10.0%	63	-	
2251B003	Print Head PF-03	640	10.0%	576	-	
1320B010	Maintenance Cartridge MC-16 (iPF510)	69	10.0%	62	-	
1465B015	Roll Hold. Set RH2-25 (2" or 3" core with supplied adapter) (iPF650/655)	137	10.0%	123	-	
<b>Supplies Pricing - iPF760</b>						
0894B001	Canon Ink Tank PFI-102MBK - Pigment Matte Black Ink Tank 130 ml	70	10.0%	63	-	
0895B001	Canon Ink Tank PFI-102BK - Dye Black Ink Tank 130 ml	70	10.0%	63	-	
0896B001	Canon Ink Tank PFI-102C - Dye Cyan Ink Tank 130 ml	70	10.0%	63	-	
0898B001	Canon Ink Tank PFI-102Y - Dye Yellow Ink Tank 130 ml	70	10.0%	63	-	
3631B001	Canon Ink Tank PFI-104M - Dye Magenta Ink Tank 130 ml	70	10.0%	63	-	
3630B003	Print Head PF-04	450	10.0%	405	-	
1465B014	Roll Holder Set RH2-26 (2" or 3" core with supplied adapter) 24" (iPF650/655)	140	10.0%	126	-	
1465B013	Roll Holder Set RH2-33 (2" or 3" core with supplied adapter) 36" (iPF7XX)	150	10.0%	135	-	
1320B014	Maintenance Cartridge MC-10	69	10.0%	62	-	
<b>Supplies Pricing - iPF830/840/850</b>						
9810B001	Canon Ink Tank PFI-307MBK – Pigment Matte Black Ink Tank 330ml	166	10.0%	149	-	
9811B001	Canon Ink Tank PFI-307BK – Dye Black Ink Tank 330ml	166	10.0%	149	-	
9812B001	Canon Ink Tank PFI-307C – Dye Cyan Ink Tank 330ml	166	10.0%	149	-	
9813B001	Canon Ink Tank PFI-307M – Dye Magenta Ink Tank 330ml	166	10.0%	149	-	
9814B001	Canon Ink Tank PFI-307Y – Dye Yellow Ink Tank 330ml	166	10.0%	149	-	
9820B001	Canon Ink Tank PFI-707MBK – Pigment Matte Black Ink Tank 700ml	279	10.0%	251	-	
9821B001	Canon Ink Tank PFI-707BK – Dye Black Ink Tank 700ml	279	10.0%	251	-	
9822B001	Canon Ink Tank PFI-707C – Dye Cyan Ink Tank 700ml	279	10.0%	251	-	
9823B001	Canon Ink Tank PFI-707M – Dye Magenta Ink Tank 700ml	279	10.0%	251	-	
9824B001	Canon Ink Tank PFI-707Y – Dye Yellow Ink Tank 700ml	279	10.0%	251	-	
3630B003	Print Head PF-04	450	10.0%	405	-	
1465B012	Roll Holder Set RH2-44 (2" or 3" core with supplied adapter)	160	10.0%	144	-	
1320B014	Maintenance Cartridge MC-10	69	10.0%	62	-	

<b>Canon imagePROGRAF</b>						
<b>5 Color Technical and Infographic Printers</b>						
Item Number		List Price	Discount Percent	Comm. of PA Price	Install Charges	†
<b>Initial Supply Kits</b>						
9713505A	Initial Supplies Kit 8A (17" 20# Bnd Paper 1ct=4rls)				-	
9713505B	Initial Supplies Kit 8B (17" 24# Clr Bnd Ppr 1 roll)	32	10.0%	29	-	
9713500A	Initial Supplies Kit 3A (24" 20# Bnd Paper 1crt=4rls)	20	10.0%	18	-	
9713500B	Initial Supplies Kit 3B (24" 24# Clr Bnd Ppr 1 roll)	19	10.0%	17	-	
9713509A	Initial Supplies Kit 6A (24" Satin Photo Paper- 1 roll)	57	10.0%	51	-	
9713509B	Initial Supplies Kit 6B (24" Glossy Photo Paper- 1 roll)	57	10.0%	51	-	
9713504B	Initial Supplies Kit 7B (36"Glossy Photo Papr 1 roll)	37	10.0%	33	-	
9713095A	Initial Supplies Kit 9A(36"20# Bnd Paper 1ct=4rl)	30	10.0%	27	-	
9713095B	Initial Supplies Kit 9B (36" 24#Clr Bnd Papr 1 roll)	24	10.0%	22	-	
9713512A	Initial Supplies Kit 12A (36x100 7ml Glsy Photo Ppr)	126	10.0%	113	-	
9713512B	Initial Supplies Kit 12B (36x100 7ml Satn Photo Ppr)	120	10.0%	108	-	
9713507A	Initial Supplies Kit 4A (42" Satin Photo Paper- 1 roll)	81	10.0%	73	-	
9713507B	Initial Supplies Kit 4B (42" Glossy Photo Paper-1 roll)	81	10.0%	73	-	
9713511A	Initial Supplies Kit 11A(42X300 Prem Colr Bnd Paper)	58	10.0%	52	-	
9713511B	Initial Supplies Kit 11B (42x150 CKK PLT BND)	222	10.0%	200	-	
<b>Canon imagePROGRAF ServicePAC Extended Warranty*</b>						
1708B163	iPF510/605/610 eCarePAK 1 Year	200	3.0%	194	-	
1708B164	iPF510/605/610 eCarePAK 2 Year	390	3.0%	378	-	
1708B323	iPF670 eCarePAK 1 Year	200	3.0%	194	-	
1708B324	iPF670 eCarePAK 2 Year	390	3.0%	378	-	
1708B304	iPF680 eCarePAK 1 Year	500	3.0%	485	-	
1708B305	iPF680 eCarePAK 2 Year	1,100	3.0%	1,067	-	
1708B306	iPF685 eCarePAK 1 Year	500	3.0%	485	-	
1708B307	iPF685 eCarePAK 2 Year	1,000	3.0%	970	-	
1708B327	iPF770 eCarePAK 1 Year	600	3.0%	582	-	
1708B328	iPF770 eCarePAK 2 Year	1,100	3.0%	1,067	-	
1708B313	iPF780 eCarePAK 1 Year	600	3.0%	582	-	
1708B314	iPF780 eCarePAK 2 Year	1,100	3.0%	1,067	-	
1708B315	iPF785 eCarePAK 1 Year	600	3.0%	582	-	
1708B316	iPF785 eCarePAK 2 Year	1,100	3.0%	1,067	-	

Item Number	Canon imagePROGRAF 5 Color Technical and Infographic Printers	List Price	Discount Percent	Comm. of PA Price	Install Charges	†
1708B337	iPF830 1 year eCarePAK	975	3.0%	946	-	
1708B338	iPF830 2 year eCarePAK	1,950	3.0%	1,892	-	
1708B341	iPF840 1 year eCarePAK	975	3.0%	946	-	
1708B342	iPF840 2 year eCarePAK	1,950	3.0%	1,892	-	
1708B345	iPF850 1 year eCarePAK	1,050	3.0%	1,019	-	
1708B346	iPF850 2 year eCarePAK	2,025	3.0%	1,964	-	
1708B380	iPF670 MFP L24 1 Year eCarePAK (cannot be sold in Puerto Rico)	830	3.0%	805	-	
1708B379	iPF670 MFP L24 2 Year eCarePAK (cannot be sold in Puerto Rico)	1,600	3.0%	1,552	-	
1708B383	iPF770 MFP L36 1 Year eCarePAK (cannot be sold in Puerto Rico)	1,200	3.0%	1,164	-	
1708B384	iPF770 MFP L36 2 Year eCarePAK (cannot be sold in Puerto Rico)	2,200	3.0%	2,134	-	
1708B308	iPF780 MFP eCarePAK 1 Year	1,395	3.0%	1,353	-	
1708B312	iPF780 MFP eCarePAK 2 Year	2,595	3.0%	2,517	-	
1708B311	iPF785 MFP eCarePAK 1 Year	1,395	3.0%	1,353	-	
1708B310	iPF785 MFP eCarePAK 2Year	2,595	3.0%	2,517	-	
1708B349	iPF830 MFP 1 year eCarePAK	1,795	3.0%	1,741	-	
1708B350	iPF830 MFP 2 year eCarePAK	3,445	3.0%	3,342	-	
1708B353	iPF840 MFP 1 year eCarePAK	1,795	3.0%	1,741	-	
1708B354	iPF840 MFP 2 year eCarePAK	3,445	3.0%	3,342	-	
1708B357	iPF850 MFP 1 year eCarePAK	1,870	3.0%	1,814	-	
1708B358	iPF850 MFP 2 year eCarePAK	3,520	3.0%	3,414	-	
<b>Canon iPF Installation eCarePAK**</b>						
2113V969	Pitney Printer Only Instll 36" and Under	495	3.0%	480	-	
2113V973	Pitney Printer Only Install 44" and Over	545	3.0%	529	-	
2133V091	Pitney Instll 36" MFP M40 + 1yr Scnr Wrn	1,295	3.0%	1,256	-	
2133V092	Pitney Instll 44" MFP M40 + 1yr Scnr Wrn	1,395	3.0%	1,353	-	



Item Number	Canon imagePROGRAF 6 Color Poster and Infographic Printers	List Price	Discount Percent	Comm. of PA Price	Install Charges	†
8572B002	imagePROGRAF 8400SE Printer (44")	4,200	12.0%	3,696	770	
1482B002	Cutter Blade CT-06 (iPF8400SE Only)	86	12.0%	76	-	
1709B001	Media Take-Up Unit TU-06 (iPF8400SE Only)	1,500	12.0%	1,320	50	
7025A039	imagePROGRAF PosterArtist	395	12.0%	348	-	
<b>Supplies Pricing-Canon iPF6400SE</b>						
6620B001	Canon Ink Tank PFI-106MBK - Pigment Black Ink Tank 130ml	79	10.0%	71	-	
6621B001	Canon Ink Tank PFI-106BK - Pigment Black Ink Tank 130ml	79	10.0%	71	-	
6622B001	Canon Ink Tank PFI-106C - Pigment Cyan Ink Tank 130ml	79	10.0%	71	-	
6623B001	Canon Ink Tank PFI-106M - Pigment Magenta Ink Tank 130ml	79	10.0%	71	-	
6624B001	Canon Ink Tank PFI-106Y - Pigment Yellow Ink Tank 130ml	79	10.0%	71	-	
6627B001	Canon Ink Tank PFI-106R - Pigment Gray Ink Tank 130ml	79	10.0%	71	-	
5302B001	Canon Ink Tank PFI-206MBK - Pigment Matte Black Ink Tank 300ml	173	10.0%	156	-	
5303B001	Canon Ink Tank PFI-206BK - Pigment Black Ink Tank 300ml	173	10.0%	156	-	
5304B001	Canon Ink Tank PFI-206C - Pigment Cyan Ink Tank 300ml	173	10.0%	156	-	
5305B001	Canon Ink Tank PFI-206M - Pigment Magenta Ink Tank 300ml	173	10.0%	156	-	
5306B001	Canon Ink Tank PFI-206Y - Pigment Yellow Ink Tank 300ml	173	10.0%	156	-	
5309B001	Canon Ink Tank PFI-206R - Pigment Gray Ink Tank 300ml	173	10.0%	156	-	
<b>Supplies Pricing-Canon iPF8400SE</b>						
6656B001	Canon Ink Tank PFI-306MBK - Pigment Matte Black Ink Tank 330ml	173		156	-	
6657B001	Canon Ink Tank PFI-306BK - Pigment Black Ink Tank 330ml	173	10.0%	156	-	
6658B001	Canon Ink Tank PFI-306C - Pigment Cyan Ink Tank 330ml	173	10.0%	156	-	
6659B001	Canon Ink Tank PFI-306M - Pigment Magenta Ink Tank 330ml	173	10.0%	156	-	
6660B001	Canon Ink Tank PFI-306Y - Pigment Yellow Ink Tank 330ml	173	10.0%	156	-	
6663B001	Canon Ink Tank PFI-306R - Pigment Gray Ink Tank 330ml	173	10.0%	156	-	
6680B001	Canon Ink Tank PFI-706MBK - Pigment Matte Black Ink Tank 700ml	294	10.0%	265	-	
6681B001	Canon Ink Tank PFI-706BK - Pigment Black Ink Tank 700ml	294	10.0%	265	-	
6682B001	Canon Ink Tank PFI-706C - Pigment Cyan Ink Tank 700ml (iPF6400S Only)	294	10.0%	265	-	
6683B001	Canon Ink Tank PFI-706M - Pigment Magenta Ink Tank 700ml (iPF6400S Only)	294	10.0%	265	-	
6684B001	Canon Ink Tank PFI-706Y - Pigment Yellow Ink Tank 700ml (iPF6400S Only)	294	10.0%	265	-	
6687B001	Canon Ink Tank PFI-706R - Pigment Gray Ink Tank 700ml (iPF6400S Only)	294	10.0%	265	-	
<b>Supplies Pricing-Canon iPF6400SE/iPF8400SE</b>						
3872B003	Print Head PF-05	450	10.0%	405	-	
1465B015	Roll Hold. Set RH2-25 (2" or 3" core with supplied adapter) 6400SE	137	10.0%	123	-	
1465B012	Roll Holder Set RH2-44 (2" or 3" core with supplied adapter) 8400SE	160	10.0%	144	-	
1320B010	Maintenance Cartridge MC-16	69	10.0%	62	-	
				-		

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Item Number	Canon imagePROGRAF 6 Color Poster and Infographic Printers	List Price	Discount Percent	Comm. of PA Price	Install Charges	†
		<b>Initial Supply Kits</b>				-
9713509A	Initial Supplies Kit 6A (24" Satin Photo Paper- 1 roll)	57	10.0%	51	-	
9713509B	Initial Supplies Kit 6B (24" Glossy Photo Paper- 1 roll)	57	10.0%	51	-	
9713507A	Initial Supplies Kit 4A (42" Satin Photo Paper- 1 roll)	81	10.0%	73	-	
9713507B	Initial Supplies Kit 4B (42" Glossy Photo Paper-1 roll)	81	10.0%	73	-	
<b>Canon imagePROGRAF ServicePAC Extended Warranty*</b>						
1708B282	iPF6400SE 1 YEAR eCarePAK	800	3.0%	776	-	
1708B283	iPF6400SE 2 YEAR eCarePAK	1,400	3.0%	1,358	-	
1708B288	iPF8400SE 1 YEAR eCarePAK	1,250	3.0%	1,213	-	
1708B289	iPF8400SE 2 YEAR eCarePAK	2,400	3.0%	2,328	-	
<b>Canon iPF Installation eCarePAK**</b>						
2113V969	Pitney Printer Only Instll 36" and Under	495	3.0%	480	-	
2113V973	Pitney Printer Only Install 44" and Over	545	3.0%	529	-	

Item Number	<b>Canon imagePROGRAF 8 Color Graphics Arts Production Printers</b>	List Price	Discount Percent	Comm. of PA Price	Install Charges	†
8571B002	imagePROGRAF 6400S Printer (24")	3,200	12.0%	2,816	375	
8554B002	imagePROGRAF 8400S Printer (44")	5,000	3.0%	4,850	905	
6562B002	imagePROGRAF 9400S Printer (60")	9,995	3.0%	9,695	868	
6572B001	Spectrophotometer Unit SU-21 (Option for the iPF6450 only)	1,795	3.0%	1,741	-	
1709B001	Media Take-Up Unit TU-06 (iPF8X00S)	1,500	12.0%	1,320	50	†
1317B001	IEEE 1394 Expansion Board EB-05	250	12.0%	220	-	
1480B001	Basket BU-01	315	12.0%	277	-	
7025A039	imagePROGRAF PosterArtist	395	12.0%	348	-	
<b>Supplies Pricing-Canon iPF6400S</b>						
6620B001	Canon Ink Tank PFI-106MBK - Pigment Black Ink Tank 130ml	79	10.0%	71	-	
6621B001	Canon Ink Tank PFI-106BK - Pigment Black Ink Tank 130ml	79	10.0%	71	-	
6622B001	Canon Ink Tank PFI-106C - Pigment Cyan Ink Tank 130ml	79	10.0%	71	-	
6623B001	Canon Ink Tank PFI-106M - Pigment Magenta Ink Tank 130ml	79	10.0%	71	-	
6624B001	Canon Ink Tank PFI-106Y - Pigment Yellow Ink Tank 130ml	79	10.0%	71	-	
6625B001	Canon Ink Tank PFI-106PC - Pigment Photo Cyan Ink Tank 130ml	79	10.0%	71	-	
6626B001	Canon Ink Tank PFI-106PM - Pigment Photo Magenta Ink Tank 130ml	79	10.0%	71	-	
6630B001	Canon Ink Tank PFI-106GY - Pigment Gray Ink Tank 130ml	79	10.0%	71	-	
5302B001	Canon Ink Tank PFI-206MBK - Pigment Matte Black Ink Tank 300ml (iPF6400S Only)	173	10.0%	156	-	
5303B001	Canon Ink Tank PFI-206BK - Pigment Black Ink Tank 300ml (iPF6400S Only)	173	10.0%	156	-	
5304B001	Canon Ink Tank PFI-206C - Pigment Cyan Ink Tank 300ml (iPF6400S Only)	173	10.0%	156	-	
5305B001	Canon Ink Tank PFI-206M - Pigment Magenta Ink Tank 300ml (iPF6400S Only)	173	10.0%	156	-	
5306B001	Canon Ink Tank PFI-206Y - Pigment Yellow Ink Tank 300ml (iPF6400S Only)	173	10.0%	156	-	
5307B001	Canon Ink Tank PFI-206PC - Pigment Photo Cyan Ink Tank 300ml (iPF6400S Only)	173	10.0%	156	-	
5308B001	Canon Ink Tank PFI-206PM - Pigment Photo Magenta Ink Tank 300ml (iPF6400S Only)	173	10.0%	156	-	
5312B001	Canon Ink Tank PFI-206GY - Pigment Gray Ink Tank 300ml (iPF6400S Only)	173	10.0%	156	-	
3872B003	Print Head PF-05	450	10.0%	405	-	
1465B015	Roll Hold. Set RH2-25 (2" or 3" core with supplied adapter)	137	10.0%	123	-	
1320B010	Maintenance Cartridge MC-16 (iPF6300S)	69	10.0%	62	-	
<b>Supplies Pricing-Canon iPF8400S/iPF9400S</b>						
6656B001	Canon Ink Tank PFI-306MBK - Pigment Matte Black Ink Tank 330ml	173	10.0%	156	-	
6657B001	Canon Ink Tank PFI-306BK - Pigment Black Ink Tank 330ml	173	10.0%	156	-	
6658B001	Canon Ink Tank PFI-306C - Pigment Cyan Ink Tank 330ml	173	10.0%	156	-	
6659B001	Canon Ink Tank PFI-306M - Pigment Magenta Ink Tank 330ml	173	10.0%	156	-	
6660B001	Canon Ink Tank PFI-306Y - Pigment Yellow Ink Tank 330ml	173	10.0%	156	-	
6661B001	Canon Ink Tank PFI-306PC - Pigment Photo Cyan Ink Tank 330ml	173	10.0%	156	-	
6662B001	Canon Ink Tank PFI-306PM - Pigment Photo Magenta Ink Tank 330ml	173	10.0%	156	-	
6666B001	Canon Ink Tank PFI-306GY - Pigment Gray Ink Tank 330ml	173	10.0%	156	-	

Item Number	<b>Canon imagePROGRAF 8 Color Graphics Arts Production Printers</b>	List Price	Discount Percent	Comm. of PA Price	Install Charges	†
<b>Supplies Pricing-CanoniPF8400S/iPF9400S</b>						
6680B001	Canon Ink Tank PFI-706MBK - Pigment Matte Black Ink Tank 700ml	294	10.0%	265	-	
6681B001	Canon Ink Tank PFI-706BK - Pigment Black Ink Tank 700ml	294	10.0%	265	-	
6682B001	Canon Ink Tank PFI-706C - Pigment Cyan Ink Tank 700ml	294	10.0%	265	-	
6683B001	Canon Ink Tank PFI-706M - Pigment Magenta Ink Tank 700ml	294	10.0%	265	-	
6684B001	Canon Ink Tank PFI-706Y - Pigment Yellow Ink Tank 700ml	294	10.0%	265	-	
6685B001	Canon Ink Tank PFI-706PC - Pigment Photo Cyan Ink Tank 700ml	294	10.0%	265	-	
6686B001	Canon Ink Tank PFI-706PM - Pigment Photo Magenta Ink Tank 700ml	294	10.0%	265	-	
6690B001	Canon Ink Tank PFI-706GY - Pigment Gray Ink Tank 700ml	294	10.0%	265	-	
1465B012	Roll Holder Set RH2-44 (2" or 3" core with supplied adapter)	160	10.0%	144	-	
1320B006	Maintenance Cartridge MC-08	95	10.0%	86	-	
3872B003	Print Head PF-05	450	10.0%	405	-	
1482B002	Cutter Blade CT-06	86	10.0%	77	-	
1465B016	iPF9400(s) Roll Holder Set RH2-64	263	10.0%	237	-	
<b>Initial Supply Kits</b>						
9713509A	Initial Supplies Kit 6A (24" Satin Photo Paper- 1 roll)	57	10.0%	51	-	
9713509B	Initial Supplies Kit 6B (24" Glossy Photo Paper- 1 roll)	57	10.0%	51	-	
9713500A	Initial Supplies Kit 3A (24" 20# Bnd Paper 1crt=4rls)	20	10.0%	18	-	
9713500B	Initial Supplies Kit 3B (24" 24# Clr Bnd Ppr 1 roll)	19	10.0%	17	-	
9713095A	Initial Supplies Kit 9A(36"20# Bnd Paper 1ct=4rl)	30	10.0%	27	-	
9713095B	Initial Supplies Kit 9B (36" 24#Clr Bnd Papr 1 roll)	24	10.0%	22	-	
9713512A	Initial Supplies Kit 12A (36x100 7ml Glsy Photo Ppr)	126	10.0%	113	-	
9713512B	Initial Supplies Kit 12B (36x100 7ml Satn Photo Ppr)	120	10.0%	108	-	
9713507A	Initial Supplies Kit 4A (42" Satin Photo Paper- 1 roll)	81	10.0%	73	-	
9713507B	Initial Supplies Kit 4B (42" Glossy Photo Paper-1 roll)	81	10.0%	73	-	
9713511A	Initial Supplies Kit 11A(42X300 Prem Colr Bnd Paper)	58	10.0%	52	-	
9713511B	Initial Supplies Kit 11B (42x150 CKK PLT BND)	222	10.0%	200	-	
9713508A	Initial Supplies Kit 5A (60" Satin Photo Paper- 1 roll)	106	10.0%	95	-	
9713508B	Initial Supplies Kit 5B (60" Glossy Photo Paper- 1 roll)	106	10.0%	95	-	

Item Number	<b>Canon imagePROGRAF 8 Color Graphics Arts Production Printers</b>	List Price	Discount Percent	Comm. of PA Price	Install Charges	†
<b>Canon imagePROGRAF ServicePAC Extended Warranty</b>						
1708B155	iPF6300S eCarePAK 1 Year	515	3.0%	500	-	
1708B156	iPF6300S eCarePAK 2 Year	1,000	3.0%	970	-	
1708B159	iPF8300S eCarePAK 1 Year	1,250	3.0%	1,213	-	
1708B160	iPF8300S eCarePAK 2 Year	2,400	3.0%	2,328	-	
1708B257	iPF6400S eCarePAK 1 Year	800	3.0%	776	-	
1708B258	iPF6400S eCarePAK 2 Year	1,400	3.0%	1,358	-	
1708B261	iPF8400S eCarePAK 1 Year	1,250	3.0%	1,213	-	
1708B262	iPF8400S eCarePAK 2 Year	2,400	3.0%	2,328	-	
1708B231	iPF9400S eCarePAK 1 Year	1,600	3.0%	1,552	-	
1708B234	iPF9400S eCarePAK 2Year	2,600	3.0%	2,522	-	
<b>Canon iPF Installation eCarePAK**</b>						
2113V969	Pitney Printer Only Instll 36" and Under	495	3.0%	480	-	
2113V973	Pitney Printer Only Install 44" and Over	545	3.0%	529	-	

Item Number	<b>Canon imagePROGRAF 12 Color Graphics Arts and Photo Printers</b>	List Price	Discount Percent	Comm. of PA Price	Install Charges	†
2157B002	imagePROGRAF 5100 Printer (17")	1,950	12.0%	1,716	375	
5339B002	imagePROGRAF 6400 Printer (24")	2,995	12.0%	2,636	375	
6554B002	imagePROGRAF 6450 Printer (24")	3,695	12.0%	3,252	375	
6565B002	imagePROGRAF 8400 Printer (44")	5,995	12.0%	5,276	903	
6560B002	imagePROGRAF 9400 Printer (60")	11,995	12.0%	10,556	868	
6572B001	Spectrophotometer Unit SU-21 (Option for the iPF6450 only)	1,795	12.0%	1,580	-	
1701B001	Cabinet Stand CB17-01	295	12.0%	260	-	
1255B006	Printer Stand ST-11	310	12.0%	273	-	
1255B007	Desktop Basket BU-02	153	12.0%	135	-	
1317B001	IEEE 1394 Expansion Board EB-05	250	12.0%	220	-	
1709B001	Media Take-Up Unit TU-06	1,500	12.0%	1,320	50	†
1480B001	Basket BU-01	315	12.0%	277	-	
7025A039	imagePROGRAF PosterArtist	395	12.0%	348	-	
<b>Supplies Pricing-Canon iPF5100/6100</b>						
0884B001	Canon Ink PFI-101C - Cyan Ink Tank 130ml	79	10.0%	71	-	
0885B001	Canon Ink PFI-101M - Magenta Ink Tank 130ml	79	10.0%	71	-	
0886B001	Canon Ink PFI-101Y - Yellow Ink Tank 130ml	79	10.0%	71	-	
0887B001	Canon Ink PFI-101PC - Photo Cyan Ink Tank 130ml	79	10.0%	71	-	
0888B001	Canon Ink PFI-101PM - Photo Magenta Ink Tank 130ml	79	10.0%	71	-	
0889B001	Canon Ink Tank PFI-101R - Red Ink Tank 130ml	79	10.0%	71	-	
0890B001	Canon Ink Tank PFI-101G - Green Ink Tank 130ml	79	10.0%	71	-	
0891B001	Canon Ink Tank PFI-101B - Blue Ink Tank 130ml	79	10.0%	71	-	
2211B001	Canon Ink Tank PFI-103MBK - Pigment Matte Black Ink Tank 130ml	79	10.0%	71	-	
2212B001	Canon Ink Tank PFI-103BK - Pigment Black Ink Tank 130ml	79	10.0%	71	-	
2213B001	Canon Ink Tank PFI-103GY - Pigment Gray Ink Tank 130ml	79	10.0%	71	-	
2214B001	Canon Ink Tank PFI-103PGY - Pigment Photo Black Ink Tank 130ml	79	10.0%	71	-	
1465B015	Roll Hold. Set RH2-25 (2" or 3" core with supplied adapter)	137	10.0%	123	-	
1320B003	Maintenance Cartridge MC-05	69	10.0%	62	-	
2251B003	Print Head PF-03	640	10.0%	576	-	
<b>Supplies Pricing-Canon IPF6400/IPF6450</b>						
6620B001	Canon Ink Tank PFI-106MBK - Pigment Black Ink Tank 130ml	79	10.0%	71	-	
6621B001	Canon Ink Tank PFI-106BK - Pigment Black Ink Tank 130ml	79	10.0%	71	-	
6622B001	Canon Ink Tank PFI-106C - Pigment Cyan Ink Tank 130ml	79	10.0%	71	-	
6623B001	Canon Ink Tank PFI-106M - Pigment Magenta Ink Tank 130ml	79	10.0%	71	-	
6624B001	Canon Ink Tank PFI-106Y - Pigment Yellow Ink Tank 130ml	79	10.0%	71	-	
6625B001	Canon Ink Tank PFI-106PC - Pigment Photo Cyan Ink Tank 130ml	79	10.0%	71	-	

Item Number	<b>Canon imagePROGRAF 12 Color Graphics Arts and Photo Printers</b>	List Price	Discount Percent	Comm. of PA Price	Install Charges	†
<b>Supplies Pricing-Canon IPF6400/IPF6450</b>						
6626B001	Canon Ink Tank PFI-106PM - Pigment Photo Magenta Ink Tank 130ml	79	10.0%	71	-	
6627B001	Canon Ink Tank PFI-106R - Pigment Gray Ink Tank 130ml	79	10.0%	71	-	
6628B001	Canon Ink Tank PFI-106G - Pigment Gray Ink Tank 130ml	79	10.0%	71	-	
6629B001	Canon Ink Tank PFI-106B - Pigment Gray Ink Tank 130ml	79	10.0%	71	-	
6630B001	Canon Ink Tank PFI-106GY - Pigment Gray Ink Tank 130ml	79	10.0%	71	-	
6631B001	Canon Ink Tank PFI-106PGY - Pig Photo Gray Ink Tank 130 ml	79	10.0%	71	-	
5302B001	Canon Ink Tank PFI-206MBK - Pigment Matte Black Ink Tank 300ml	173	10.0%	156	-	
5303B001	Canon Ink Tank PFI-206BK - Pigment Black Ink Tank 300ml	173	10.0%	156	-	
5304B001	Canon Ink Tank PFI-206C - Pigment Cyan Ink Tank 300ml	173	10.0%	156	-	
5305B001	Canon Ink Tank PFI-206M - Pigment Magenta Ink Tank 300ml	173	10.0%	156	-	
5306B001	Canon Ink Tank PFI-206Y - Pigment Yellow Ink Tank 300ml	173	10.0%	156	-	
5307B001	Canon Ink Tank PFI-206PC - Pigment Photo Cyan Ink Tank 300ml	173	10.0%	156	-	
5308B001	Canon Ink Tank PFI-206PM - Pigment Photo Magenta Ink Tank 300ml	173	10.0%	156	-	
5309B001	Canon Ink Tank PFI-206R - Pigment Gray Ink Tank 300ml	173	10.0%	156	-	
5310B001	Canon Ink Tank PFI-206G - Pigment Gray Ink Tank 300ml	173	10.0%	156	-	
5311B001	Canon Ink Tank PFI-206B - Pigment Gray Ink Tank 300ml	173	10.0%	156	-	
5312B001	Canon Ink Tank PFI-206GY - Pigment Gray Ink Tank 300ml	173	10.0%	156	-	
5313B001	Canon Ink Tank PFI-206PGY - Pigment Gray Ink Tank 300ml	173	10.0%	156	-	
3872B003	Print Head PF-05	450	10.0%	405	-	
1465B015	Roll Hold. Set RH2-25 (2" or 3" core with supplied adapter)	137	10.0%	123	-	
1320B010	Maintenance Cartridge MC-16	69	10.0%	62	-	
<b>Supplies Pricing-Canon iPF9400/8400</b>						
6656B001	Canon Ink Tank PFI-306MBK - Pigment Matte Black Ink Tank 330ml	173	10.0%	156	-	
6657B001	Canon Ink Tank PFI-306BK - Pigment Black Ink Tank 330ml	173	10.0%	156	-	
6658B001	Canon Ink Tank PFI-306C - Pigment Cyan Ink Tank 330ml	173	10.0%	156	-	
6659B001	Canon Ink Tank PFI-306M - Pigment Magenta Ink Tank 330ml	173	10.0%	156	-	
6660B001	Canon Ink Tank PFI-306Y - Pigment Yellow Ink Tank 330ml	173	10.0%	156	-	
6661B001	Canon Ink Tank PFI-306PC - Pigment Photo Cyan Ink Tank 330ml	173	10.0%	156	-	
6662B001	Canon Ink Tank PFI-306PM - Pigment Photo Magenta Ink Tank 330ml	173	10.0%	156	-	
6663B001	Canon Ink Tank PFI-306R - Pigment Gray Ink Tank 330ml	173	10.0%	156	-	
6664B001	Canon Ink Tank PFI-306G - Pigment Gray Ink Tank 330ml	173	10.0%	156	-	
6665B001	Canon Ink Tank PFI-306B - Pigment Gray Ink Tank 330ml	173	10.0%	156	-	
6666B001	Canon Ink Tank PFI-306GY - Pigment Gray Ink Tank 330ml	173	10.0%	156	-	
6667B001	Canon Ink Tank PFI-306PGY - Pigment Gray Ink Tank 330ml	173	10.0%	156	-	
6680B001	Canon Ink Tank PFI-706MBK - Pigment Matte Black Ink Tank 700ml	294	10.0%	265	-	
6681B001	Canon Ink Tank PFI-706BK - Pigment Black Ink Tank 700ml	294	10.0%	265	-	
6682B001	Canon Ink Tank PFI-706C - Pigment Cyan Ink Tank 700ml	294	10.0%	265	-	

Item Number	<b>Canon imagePROGRAF 12 Color Graphics Arts and Photo Printers</b>	List Price	Discount Percent	Comm. of PA Price	Install Charges	†
<b>Supplies Pricing-Canon iPF9400/8400</b>						
6683B001	Canon Ink Tank PFI-706M - Pigment Magenta Ink Tank 700ml	294	10.0%	265	-	
6684B001	Canon Ink Tank PFI-706Y - Pigment Yellow Ink Tank 700ml	294	10.0%	265	-	
6685B001	Canon Ink Tank PFI-706PC - Pigment Photo Cyan Ink Tank 700ml	294	10.0%	265	-	
6686B001	Canon Ink Tank PFI-706PM - Pigment Photo Magenta Ink Tank 700ml	294	10.0%	265	-	
6687B001	Canon Ink Tank PFI-706R - Pigment Gray Ink Tank 700ml	294	10.0%	265	-	
6688B001	Canon Ink Tank PFI-706G - Pigment Gray Ink Tank 700ml	294	10.0%	265	-	
6689B001	Canon Ink Tank PFI-706B - Pigment Gray Ink Tank 700ml	294	10.0%	265	-	
6690B001	Canon Ink Tank PFI-706GY - Pigment Gray Ink Tank 700ml	294	10.0%	265	-	
6691B001	Canon Ink Tank PFI-706PGY - Pigment Gray Ink Tank 700ml	294	10.0%	265	-	
3872B003	Print Head PF-05	450	10.0%	405	-	
1465B012	Roll Holder Set RH2-44 (2" or 3" core with supplied adapter)	160	10.0%	144	-	
1465B016	iPF9400(s) Roll Holder Set RH2-64 (iPF9400)	263	10.0%	237	-	
1482B002	Cutter Blade CT-06	86	10.0%	77	-	
1320B006	Maintenance Cartridge MC-08	95	10.0%	86	-	
<b>Initial Supply Kits</b>						
9713505A	Initial Supplies Kit 8A (17" 20# Bnd Paper 1ct=4rls)	21	10.0%	19	-	
9713505B	Initial Supplies Kit 8B (17" 24# Clr Bnd Ppr 1 roll)	32	10.0%	29	-	
9713500A	Initial Supplies Kit 3A (24" 20# Bnd Paper 1crt=4rls)	20	10.0%	18	-	
9713500B	Initial Supplies Kit 3B (24" 24# Clr Bnd Ppr 1 roll)	19	10.0%	17	-	
9713509A	Initial Supplies Kit 6A (24" Satin Photo Paper- 1 roll)	57	10.0%	51	-	
9713509B	Initial Supplies Kit 6B (24" Glossy Photo Paper- 1 roll)	57	10.0%	51	-	
9713095A	Initial Supplies Kit 9A(36"20# Bnd Paper 1ct=4rl)	30	10.0%	27	-	
9713095B	Initial Supplies Kit 9B (36" 24#Clr Bnd Papr 1 roll)	24	10.0%	22	-	
9713512A	Initial Supplies Kit 12A (36x100 7ml Glsy Photo Ppr)	126	10.0%	113	-	
9713512B	Initial Supplies Kit 12B (36x100 7ml Satn Photo Ppr)	120	10.0%	108	-	
9713507A	Initial Supplies Kit 4A (42" Satin Photo Paper- 1 roll)	81	10.0%	73	-	
9713507B	Initial Supplies Kit 4B (42" Glossy Photo Paper-1 roll)	81	10.0%	73	-	
9713511A	Initial Supplies Kit 11A(42X300 Prem Colr Bnd Paper)	58	10.0%	52	-	
9713511B	Initial Supplies Kit 11B (42x150 CKK PLT BND)	222	10.0%	200	-	
9713508A	Initial Supplies Kit 5A (60" Satin Photo Paper- 1 roll)	106	10.0%	95	-	
9713508B	Initial Supplies Kit 5B (60" Glossy Photo Paper- 1 roll)	106	10.0%	95	-	



Item Number	<b>Canon imagePROGRAF 12 Color Graphics Arts and Photo Printers</b>	List Price	Discount Percent	Comm. of PA Price	Install Charges	†
<b>Canon imagePROGRAF ServicePAC Extended Warranty</b>						
1708B151	iPF5100 eCarePAK 1 Year	300	3.0%	291	-	
1708B152	iPF5100 eCarePAK 2 Year	500	3.0%	485	-	
1708B246	iPF6400 eCarePAK 1 Year	800	3.0%	776	-	
1708B248	iPF6400 eCarePAK 2 Year	1,400	3.0%	1,358	-	
1708B251	iPF6450 eCarePAK 1 Year	800	3.0%	776	-	
1708B253	iPF6450 eCarePAK 2 Year	1,400	3.0%	1,358	-	
1708B241	iPF8400 eCarePAK 1 Year	1,250	3.0%	1,213	-	
1708B243	iPF8400 eCarePAK 2 Year	2,400	3.0%	2,328	-	
1708B236	iPF9400 eCarePAK 1 Year	1,800	3.0%	1,746	-	
1708B239	iPF9400 eCarePAK 2 Year	2,800	3.0%	2,716	-	
<b>Canon iPF Installation eCarePAK**</b>						
2113V969	Pitney Printer Only Instll 36" and Under	495	3.0%	480	-	
2113V973	Pitney Printer Only Install 44" and Over	545	3.0%	529	-	

# Commonwealth of PA

## IFB 6100037155

### On-Site Training Notes:

On-site pricing is based on training up to 4 students/class.

All training is conducted during normal Canon Solutions America business hours.

All on-site training requests are completed within 14 days of machine installation.

Travel charges are included if customer is located within 100 miles of the nearest Canon Solutions America office.

Upon order confirmation, all training dates are coordinated with the customer by the Canon Solutions America Education services administrator or trainer.

Training fees do not include return visits by CTR's or AE's.

### Custom Training Notes

A Canon Solutions America Training Consultant will contact the customer to define requirements, materials, etc.

### Pricing Notes

\* Includes cost of travel

Incidents are valid for 5 years or until incidents are used up, whichever occurs first.

Item Number	On-Site Product Training	List Price	Discount Percent	Comm. of PA Price
9717963	PlotWave User Training	1,619	8.0%	1,489
9717732	PW900 Key Op Training	1,295	8.0%	1,191
9717733	PW910 Scanner User Training	1,295	8.0%	1,191
9717669	Océ TDS610 Scanner User Training	1,619	8.0%	1,489
9717725	Océ TDS700/750 Operator Training	1,619	8.0%	1,489
9717867	Océ CW500 Training	1,619	8.0%	1,489
9718085	ColorWave 700 User Training	1,619	8.0%	1,489
9717697	Color Management Training	1,675	8.0%	1,541
9717735	ONYX Thrive RIP Software Training	3,350	8.0%	3,082
9717679	Onyx Poster Shop User Training	1,619	8.0%	1,489
9717818	Océ Account Center user training	1,619	8.0%	1,489
9717958	Repro Desk Select On-Site Training - required	1,675	8.0%	1,541
9717968	Repro Desk Studio On-Site Training	1,675	8.0%	1,541
9717990	Additional travel charge, >100 miles from Océ loc.	313	8.0%	288
9717801	Color Scanner and STF training	1,619	8.0%	1,489
9717802	Color Copy Software User Training	1,619	8.0%	1,489
9717972	Direct Print Mgr. End User/Admin. Train.	1,619	8.0%	1,489
9717973	Device Mgr. End User/Admin. Training	1,619	8.0%	1,489

<b>Custom Training</b>				
Item Number		List Price	Discount Percent	Comm. of PA Price
9718090	Océ Custom Training	1,619	8.0%	1,489
9718007	Océ Custom Training	1,675	8.0%	1,541

<b>Implementation Services</b>				
Item Number		List Price	Discount Percent	Comm. of PA Price
6152207	Project Management	1,619	8.0%	1,489
6152200	Project Management	2,750	8.0%	2,530
6152205	System Analysis	1,619	8.0%	1,489
6152203	System Analysis	2,094	8.0%	1,926
6152202	System Integration	1,619	8.0%	1,489
6152206	System Integration	2,094	8.0%	1,926
TBA**	Advanced Business Services	-		-
6154047	Océ Marketing Integration Promo	2,295	8.0%	2,111
6154012IP	Océ Repro Desk Studio Remote IPAK	400	8.0%	368
6154013IP	Océ Repro Desk Studio On-Site IPAK	1,625	8.0%	1,495
6154065IP	Océ PW3X0 series IPAK	1,619	8.0%	1,489
6154046IP	Océ Monochrome TDS Series IPAK	2,094	8.0%	1,926
6154066IP	iPF Integration I-Pak	1,295	8.0%	1,191
6154064IP	CW300 & Canon iPF IPAK	1,619	8.0%	1,489
6154011IP	Océ Color Series IPAK	2,094	8.0%	1,926
6154020IP	iPAK for ColorWave 900	6,281	8.0%	5,779
6154021IP	CW910 AEC IPAK (Non Graphics)	3,350	8.0%	3,082
6154069IP	Monochrome IPAK Alaska & Hawaii	7,500	8.0%	6,900
6154070IP	Color IPAK Alaska & Hawaii	7,500	8.0%	6,900
6154067IP	Direct Print IPAK	1,675	8.0%	1,541
6154082IP	EXP42 Plus and EXP62 Plus Laminator IPAK	1,925	8.0%	1,771
6154083IP	EXP65 Plus Laminator IPAK	2,500	8.0%	2,300

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<b>Help Desk Services</b>				
Item Number		List Price	Discount Percent	Comm. of PA Price
6152712	Incident Agreement - 2 Incidents	135	8.0%	124
6152710	Incident Agreement - 5 Incidents	325	8.0%	299
6152700	Incident Agreement - 10 Incidents	600	8.0%	552
6152711	Incident Agreement - 25 Incidents	1,375	8.0%	1,265
6152701	Incident Agreement - 50 Incidents	2,500	8.0%	2,300
6152706	Individual Incident	100	8.0%	92

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# Commonwealth of PA

## IFB 6100037155

Service Pricing:

Maintenance contracts include 2 incidents

Ok plan for new placements only

† If item is purchased separately an additional installation charge is required.

Item Number	<b>Miscellaneous Accessories</b>	List Price	Discount Percent	Comm. of PA Price	Install Charges	†	Monthly Maint
4984051	Controller Cabinet	600	12.0%	528	-		-
4903822	Deluxe Controller Cabinet	900	12.0%	792	-		-
1302506	26' Printer Cable	159	12.0%	140	-		-
9713360	Print Exec LT Software Kit	500	12.0%	440	-		-
4909002	Océ Account Console	1,000	12.0%	880	-		-
4936576	Account Console Upgrade 2.0	175	12.0%	154	-		-
7078632	Spare Paper Spindle	254	12.0%	224	-		-
<b>Accessories for old PC's (DDC-U1, -U2, -RD, -MU, --EES, -EE)</b>							
155062417	17" Flat Panel Monitor	800	12.0%	704	-		-
154062343	17" Flat Panel GUI Kit	700	12.0%	616	-		-
158062349	19" Monitor, LCD Black	1,000	12.0%	880	-		-
150062263	19" Flat Panel GUI Kit	1,100	12.0%	968	-		-
157062357	Optiplex Memory (for new controllers)	160	12.0%	141	-		-

Item Number	<b>TDS320</b>	List Price	Discount Percent	Comm. of PA Price	Install Charges	†	Monthly Maint
4904658	Océ Scan Logic	3,500	12.0%	3,080	-		34
4904654	Adobe Postscript 3/PDF Printing	2,750	12.0%	2,420	-		-

Item Number	<b>TDS400</b>	List Price	Discount Percent	Comm. of PA Price	Install Charges	†	Monthly Maint
5913685	Oce TDS400 Controller Basic (iBASE)	3,500	12.0%	3,080			-
9713035	Xpe Controller Upgrade (req new controller 5913685)	2,500	12.0%	2,200	295		-
4913960	Scan Logic software (GUI Kit not included)	3,500	12.0%	3,080	-		34
4913658	Adobe Postscript 3/PDF (Printer-only)	2,750	12.0%	2,420	-		-
4913653	Océ Account Logic (Printer-only)	500	12.0%	440	-		-

Item Number	<b>TDS450</b>	List Price	Discount Percent	Comm. of PA Price	Install Charges	†	Monthly Maint
5986381	Oce TDS450 Controller Hybrid (iBASE)	3,500	12.0%	3,080	-		-
4986303	Scan Logic software (MF) GUI not incl.	3,500	12.0%	3,080	-		34
4986307	Océ TDS450 Copy Logic (Req'd for MF)	-		-	-		-
4986304	Océ Color Logic (MF)	4,000	12.0%	3,520	-		-
4986306	Océ High Speed Logic (MF)	2,700	12.0%	2,376	-		-
4986313	Adobe Postscript 3/PDF Printing (MF)	2,750	12.0%	2,420	-		-
4986318	Océ Account Logic (MF)	500	12.0%	440	-		-
4986308	Océ Copy Stamping (MF)	200	12.0%	176	-		-
4913658	Adobe Postscript 3/PDF (Printer-only)	2,750	12.0%	2,420	-		-
4913653	Océ Account Logic (Printer-only)	500	12.0%	440	-		-

Item Number	<b>PlotWave 300/350</b>	List Price	Discount Percent	Comm. of PA Price	Install Charges	†	Monthly Maint
8778B004	PlotWave 300 series Second Roll	785	12.0%	691	100	†	-
8898B001	Oce Delivery Tray Base Unit	1,960	12.0%	1,725	155	†	-
8898B002	Interface LV/MV TDS/PW (req w/8898B001)	140	12.0%	123	-		-
9713463	Océ PlotWave 300/350 R1.5 WES2009 Kit	375	12.0%	330	216	†	-
4913321	PW300 Adobe PS3/PDF	850	12.0%	748	-		-
4913331	Adobe Postscript 3/PDF for Océ PW350	875	12.0%	770	-		-
8778B006	PlotWave 300 series Front original tray	250	12.0%	220	290	†	-
9774B003	PlotWave 300/500 Series Top Cover	125	12.0%	110	-		-
9713458	PW3x0 RHD Kit(S/N<330807578)	600	12.0%	528	250		-
1070029757	Add'l 500GB HD for PW3x0 RHD Kit(req 9713458)	225	12.0%	198	-		-
5817B004	SCII Adapter Cable for PW300/CW300 (Req w/ Scanner Ex	-		-	-		-

Item Number	<b>PlotWave 340/360</b>	List Price	Discount Percent	Comm. of PA Price	Install Charges	†	Monthly Maint
8779B001	Adobe PostScript / PDF	850	12.0%	748	-		-
9774B003	PlotWave 300/500 Series Top Cover	125	12.0%	110	-		-
8778B004	PlotWave 300 series Second Roll	785	12.0%	691	100	†	-
8778B006	PlotWave 300 series Front original tray	250	12.0%	220	290	†	-
9713458	PW3x0 RHD Kit(S/N<330807578)	600	12.0%	528	250		-
1070029757	Add'l 500GB HD for PW3x0 RHD Kit(req 9713458)	225	12.0%	198	-		-
9713464	PW LV/MV RHD KIT (S/N 330807578+)	600	12.0%	528	250		-
1070049636	Add'l 500GB HD for PW LV/MV RHD Kit(req 9713464)	225	12.0%	198	191	†	-

<b>TDS600</b>							
Item Number		List Price	Discount Percent	Comm. of PA Price	Install Charges	†	Monthly Maint
4936286	Adobe Postscript 3/PDF Printing	2,750	12.0%	2,420	-		-

<b>TDS700</b>							
Item Number		List Price	Discount Percent	Comm. of PA Price	Install Charges	†	Monthly Maint
5904929	Oce TDS700 Controller (iBASE) - w/ TDS610 Scanner	6,000	12.0%	5,280			-
5904929C	Oce TDS700 Controller (iBASE) - w/ TCS4 Scanner or PO	6,000	12.0%	5,280			-

**Scanners and Accessories for the TDS700**

4904925	TDS610 Scanner Upgrade Kit	3,600	12.0%	3,168	300		-
4904912	Scan Logic Basic	1,500	12.0%	1,320	-		34
4904913	Scan Logic SW-GUI & SL Basic req'd	2,000	12.0%	1,760	-		27
4904915	High Speed Logic	2,700	12.0%	2,376	-		-
4904845	2 Roll drawer	4,500	12.0%	3,960	120	†	-
6308B009	Cassette Tray	2,500	12.0%	2,200	120	†	-
6308B003	2-Roll Loader	500	12.0%	440	-		-
4904862	Climate Control - s/n < 5000	300	12.0%	264	-		-
4904841	Climate Control - s/n > 5000	300	12.0%	264	-		-
4904902	Adobe Postscript 3/PDF Printing	2,750	12.0%	2,420	-		-
4904910	Copy Stamping	400	12.0%	352	-		-
4904907	Océ TDS700 Account Logic	1,000	12.0%	880	-		-
4904901	Print Exec Workgroup Upgrade	2,500	12.0%	2,200	-		-
4904914	Color Logic - Scan Logic Full required	4,000	12.0%	3,520	-		-
4904930	Copy Logic (Required for MF)	-		-	-		-



Item Number	<b>TDS750</b>	List Price	Discount Percent	Comm. of PA Price	Install Charges	†	Monthly Maint
9713465	Océ TDS750/TCS500/TC4 R1.9 WES2009 Kit	375	12.0%	330	216	†	-
4904896B	TDS750 Controller (for TDS610 Scanner)	5,400	12.0%	4,752			-
4904896A	TDS 750 Controller (for Printer Only or with TCS4 Scanner)	5,400	12.0%	4,752			-
4904753	Express Bundle	2,500	12.0%	2,200	-		61
4904754	Upgrade Express to Professional	4,500	12.0%	3,960	-		-
4904755	Professional Bundle	6,500	12.0%	5,720	-		61
4904757	Adobe Postscript 3/PDF	2,000	12.0%	1,760	-		-
4904764	Océ TDS750 Advanced Security License	-		-	-		-
4904845	2 Roll drawer	4,500	12.0%	3,960	120	†	-
6308B003	2-Roll Loader	500	12.0%	440	-		-
6308B009	Cassette Tray	13,500	12.0%	11,880	120	†	-
4904841	Climate Control - s/n > 5000				-		-
151062338	KVM Switch	45	12.0%	40	-		-
1302506	26' Printer Cable	159	12.0%	140	-		-
4904887	USB/VGA Extension Cable	35	12.0%	31	-		-

PLC Base License:	Océ Print Exec Basic, Océ Account Logic, DWF Support
Express Bundle:	Océ Copy Logic, Scan Templates, Océ Scan Logic Basic & Full, Océ Color Logic
Professional Bundle:	Express Bundle, PEWG, Adobe PDF, Hi Speed Logic, Copy Stamping, Matrix Logic (only w/ TDS600 scanner),

Item Number	<b>TDS860</b>	List Price	Discount Percent	Comm. of PA Price	Install Charges	†	Monthly Maint
5985030	Oce TDS800 Pro iBASE Controller	8,500	12.0%	7,480	-		50
5985030C	TDS800 iBASE Controller use w/TDS610	8,500	12.0%	7,480	-		50
9713033	TDS800 Xpe Controller Upgrade (req new controller 5985030)	6,700	12.0%	5,896	-		-
8810S	Scanner	45,995	12.0%	40,476	-		200
4985101	Océ Scan Logic (incl Matrix Logic)	3,500	12.0%	3,080	-		55
4985062	4 Rolls	15,000	12.0%	13,200	-		-
4985063	6 Rolls	20,000	12.0%	17,600	-		-
4985085	Economy Speed (6E/min)	-		-	-		-
4985086	Standard Speed (8E/min)	10,000	12.0%	8,800	-		-
4985087	Productivity Speed (10E/min)	20,000	12.0%	17,600	-		-
4936950	Double Decker Stacker	6,500	12.0%	5,720	200	-	50
4985109	TDS800Pro ODD upgrade to Pro	1,450	12.0%	1,276	-		-
4985103	Adobe Postscript 3	3,000	12.0%	2,640	-		-
4985108	Océ Print Exec Workgroup	4,000	12.0%	3,520	-		-
4985107	Océ Account Logic	1,500	12.0%	1,320	-		-
4985106	Océ Copy Stamping	500	12.0%	440	-		-
4985102	Océ Job Templates	900	12.0%	792	-		-
7096961	Paper Roll Holder	200	12.0%	176	-		-

Item Number	<b>TCS500</b>	List Price	Discount Percent	Comm. of PA Price	Install Charges	†	Monthly Maint
9713465	Océ TDS750/TCS500/TC4 R1.9 WES2009 Kit	375	12.0%	330	216	†	-
9718352	TCS500 R1.9 Controller WES2009	2,800	12.0%	2,464	291	†	-
4903618	High Speed Logic	2,700	12.0%	2,376	-		-
4903619	Scan Logic	3,500	12.0%	3,080	-		39
4903600	TCS500 Print W-Flow Bunlde/Base Lic(incl. Acct. Logic, P	700	12.0%	616	-		-
4903599	TCS500 Scan/Copy W-Flow Bunlde/Base Lic(incl. Scan Lo	5,000	12.0%	4,400	-		39
4903094	TCS500 A2 Rotation Kit	2,300	12.0%	2,024	-		-
4903616	Copy Logic (Required for MF)	-		-	-		-
4903617	Color Logic (Required for MF)	-		-	-		-
4903609	Adobe Postscript 3/PDF	1,750	12.0%	1,540	-		-

Item Number	<b>CW300</b>	List Price	Discount Percent	Comm. of PA Price	Install Charges	†	Monthly Maint
8782B001	Scanner Express II	5,000		4,400	109		40
5817B004	SCII Adapter Cable for PW300/CW300 (Req w/ Scanner Ex	-		-	-	-	-
9713462	Océ ColorWave 300 R1.5 WES2009 Kit	375	12.0%	330	216	†	-
4913421	Adobe Postscript 3 / PDF for Océ CW300	1,450	12.0%	1,276	-		-
1070001710	Estefold 2400 Fan Fold	16,995	12.0%	14,956	750	-	100
1060131321	Océ Estefold 4312 with Extended Stacker	31,995	12.0%	28,156	1,460	-	290
1070001712	Estefold Connection Kit LV Color (CW3X0) (req with Estef	2,500	12.0%	2,200	450	†	-
4903098	Océ Estefold US kit (required with 1060131321)	-		-	-	-	-
1060131339	Océ Estefold Upgrade Kit (42XX to 43XX)	2,495	12.0%	2,196	945	-	-

Item Number	<b>ColorWave 600 and ColorWave 600 Poster Printer</b>	List Price	Discount Percent	Comm. of PA Price	Install Charges	†	Monthly Maint
4904955	CW600/650 Roll Holder 2"	100	12.0%	88	-		-
4904956	Oce ColorWave Roll Holder 3"	100	12.0%	88	-		-
4904954	CW600/650 2 Roll Drawer **	5,000	12.0%	4,400	145	†	-
4904961	CW650/CW650 PP Postscript 3/PDF	2,750	12.0%	2,420	-	-	-
4904965	CW600 Account Logic	1,200	12.0%	1,056	-	-	-
				-			

Item Number	<b>ColorWave 650</b>	List Price	Discount Percent	Comm. of PA Price	Install Charges	†	Monthly Maint
4904955	CW600/650 Roll Holder 2"	100	12.0%	88	-		-
4904956	Oce ColorWave Roll Holder 3"	100	12.0%	88	-		-
4904954	CW600/650 2 Roll Drawer **	5,000	12.0%	4,400	145	†	-
<b>Controller Option (Note Hybrid Controller and TC4 Hybrid Kit required when combined with TC4)</b>							
8932B002	CW650 Hybrid Controller	3,600	12.0%	3,168	475	†	21
9713445	TC4 Hybrid Kit	30	12.0%	26	-	-	-
8932B001	Windows 7 Upgrade Kit	1,000	12.0%	880	-	-	-
9713446	Field Install Windows 7 Upgrade Kit (upgrade orders only) *	1,000	12.0%	880	-	-	-
9713447	Field Install TC4 Hybrid Kit	30	12.0%	26	-	-	-
<b>Software</b>							
4904694	Postscript 3/PDF License (for CW650)	2,750	12.0%	2,420	-	-	-

Item Number	<b>ColorWave 650 Poster Printer</b>	List Price	Discount Percent	Comm. of PA Price	Install Charges	†	Monthly Maint
4904955	CW600/650 Roll Holder 2"	100	12.0%	88	-		-
4904956	Oce ColorWave Roll Holder 3"	100	12.0%	88	-		-
4904954	CW600/650 2 Roll Drawer **	5,000	12.0%	4,400	145	†	-
<b>Software</b>							
4904707	CW650 PP Adobe Postscript 3	2,750	12.0%	2,420	-	-	-
7025A039	imagePROGRAF PosterArtist	395	12.0%	348	-	-	-

Item Number	<b>TC4 Scanners</b>	List Price	Discount Percent	Comm. of PA Price	Install Charges	†	Monthly Maint
9713465	Océ TDS750/TCS500/TC4 R1.9 WES2009 Kit	375	12.0%	330	216	†	-
8932B002	CW650 Hybrid Controller	3,600	12.0%	3,168	475	†	21
<b>CW6X0 Scanner Licenses</b>							
4986036	Océ TC4 Scanning Features Lic for CW600	500	12.0%	440	-	-	-
4986035	Océ TC4 Publisher Copy Lic (CW600 Only)	250	12.0%	220	-	-	-

May 12, 2016

Re: IFB 6100037155 for Drafting and Engineering Equipment, Supplies

To Whom It May Concern:

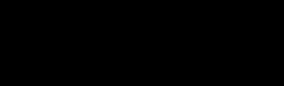
Canon U.S.A., Inc. ("Canon USA") is writing this letter in response to your recent request.

Canon Solutions America, Inc. ("CSA"), with offices at 100 Park Blvd. Itasca, IL 60143, is an authorized large format solution and imaging products ("Products") sales and service dealer of Canon USA in the United States of America (the "Territory"). Canon USA supplies CSA with Products for resale in the Territory, subject to the terms of the dealer agreement between the parties. As such, CSA is authorized to submit bids and proposals to provide Canon USA equipment and services to the Commonwealth.

If you have any questions, feel free to contact Canon USA.

Sincerely,

CANON U.S.A., INC.



Mason Olds  
Senior Vice President, Sales  
Business Imaging Solutions Group

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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/ OFFICE FOR INFORMATION TECHNOLOGY to satisfy a need for Drafting Equipment.

#### **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 (Oct 2013)**

**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 Self-Certified Small Business Bidder	\$500
All Other Bidders	\$1,500

1. Each bidder electing to permit COSTARS Members to participate in the Contract must submit the COSTARS Program Election to Participate form with its bid submittal and pay the applicable Administrative Fee upon Contract award in order to sell the awarded items/services to COSTARS Members. If the bidder is a Department of General Services Self-Certified Small Business, a copy of its active Small Business Procurement Initiative (SBPI) certificate must be included with the bid submittal.
2. At the beginning of each Contract year and upon any Contract renewal, the Contractor shall submit a check for the required amount, payable to “Commonwealth of PA”. The Contractor must pay the Administrative Fee at each contract renewal date to continue to sell the awarded items/services to COSTARS Members. If the bidder is a Department of General Services Self-Certified Small Business, a copy of its active SBPI certificate 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 (Oct 2013)**

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

### **I.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.

#### **I.17 Submission-001.1 Representations and Authorizations (Oct 2013)**

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

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

## **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-006.1f Method of Award - All Bidders (April 2011)**

Award will be made to all responsive and responsible bidders.

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

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

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

All tie bids will be broken by the Issuing Office.

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

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

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

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

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

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



**PART IV - WORK STATEMENT**

**PART IV - WORK STATEMENT**

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

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

## **PART V - CONTRACT TERMS and CONDITIONS**

### **PART V - CONTRACT TERMS and CONDITIONS**

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

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

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

The initial term of the Contract shall be 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-002.2b Renewal of Contract Term – Mutual (Oct 2013)**

The Contract may be mutually renewed for a maximum of 3 additional 1 year term(s), so long as the Commonwealth provides written notice to Contractor of its intention to extend the Contract by letter dated not less than 090 days prior to the expiration of the term of the agreement, or any extension thereof, and the Contractor consents to the renewal not less than 060 days prior to the expiration of the term of the agreement or any extension thereof. The renewal may be exercised as individual or multiple year terms(s). Any renewal will be under the same terms, covenants and conditions. No further document is required to be executed to renew the term of the contract.

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

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

#### **V.5 CONTRACT-003.1a Signatures – Contract (July 2015)**

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

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

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

The Commonwealth and the Contractor specifically agree as follows:

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

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

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

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

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

a. Agency: The department, board, commission or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this contract, that entity shall also be identified as "Agency".

b. Contracting Officer: The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.

c. Days: Unless specifically indicated otherwise, days mean calendar days.

d. Developed Works or Developed Materials: All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other tangible material without limitation authored or prepared by Contractor as the work product covered in the scope of work for the Project.

e. Documentation: All materials required to support and convey information about the services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.

f. Services: All Contractor activity necessary to satisfy the Contract.

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

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

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

Purchase Orders may be issued electronically or through facsimile equipment. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Purchase Order shall constitute receipt of an order. Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.

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

b. The parties agree that no writing shall be required in order to make the Purchase Order legally binding. The parties hereby agree not to contest the validity or enforceability of a Purchase Order or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain



agreements be in writing and signed by the party bound thereby. Any Purchase Order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Purchase Orders or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Purchase Order or acknowledgement were not in writing or signed by the parties. A Purchase Order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.

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

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

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

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

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

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

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

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

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

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

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

The Contractor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of the Contract which

is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report, document or other material provided to the Commonwealth under the contract.

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

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

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

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

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

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

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

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

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

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

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

item(s), and deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price stated in the Contract and the cost thereof to the Commonwealth.

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

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

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

#### **V.16 CONTRACT-010.3 Rejected Material Not Considered Abandoned (March 2012)**

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

#### **V.17 CONTRACT-011.1a Compliance With Law (Oct 2006)**

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

#### **V.18 CONTRACT-013.1 Environmental Provisions (Oct 2006)**

In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including, but not limited to: the Clean Streams Law Act of June 22, 1937 (P.L. 1987, No. 394), as amended 35 P.S. Section 691.601 et seq.; the Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. Section 6018.101 et seq. ; and the Dam Safety and Encroachment Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended , 32 P.S. Section 693.1.

#### **V.19 CONTRACT-014.1 Post-Consumer Recycled Content (Oct 2013)**

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

#### **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 (Oct 2013)**

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

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

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

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

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

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

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

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

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

### **V.30 CONTRACT-022.1 Force Majeure (Oct 2006)**

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

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

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

### **V.31 CONTRACT-023.1a Termination Provisions (Oct 2013)**

The Commonwealth has the right to terminate this Contract or any Purchase Order for any of the following reasons.

Termination shall be effective upon written notice to the Contractor.

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

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

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

#### **V.32 CONTRACT-024.1 Contract Controversies (Oct 2011)**

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

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

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

#### **V.33 CONTRACT-025.1 Assignability and Subcontracting (Oct 2013)**

a. Subject to the terms and conditions of this paragraph, this Contract shall be binding upon the parties and their respective successors and assigns.



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

#### **V.34 CONTRACT-026.1 Other Contractors (Oct 2006)**

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

#### **V.35 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (March 2015)**

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
3. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

4. The Contractor and each subcontractor shall not discriminate in violation of PHRA and applicable federal laws against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

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

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

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

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

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

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

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

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

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

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

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

**e. "Financial Interest"** means either:

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

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

**f. "Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money,

services, employment, or contracts of any kind. The exceptions set forth in the *Governor's Code of Conduct, Executive Order 1980-18*, the *4 Pa. Code §7.153(b)*, shall apply.

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

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

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

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

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

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

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

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

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

learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

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

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

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

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

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

### **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 2013)**

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

1) Hazardous substances:

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

2) Hazardous mixtures:

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

3) Single chemicals:

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

4) Chemical Mixtures:

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

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

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

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

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

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

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

**V.40 CONTRACT-032.1 Covenant Against Contingent Fees (Oct 2006)**

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

**V.41 CONTRACT-033.1 Applicable Law (Oct 2006)**

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

**V.42 CONTRACT- 034.1b Integration (Nov 30 2006)**

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

**V.43 CONTRACT-034.2b Order of Precedence - IFB (Dec 6 2006)**

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

**V.44 CONTRACT-034.3 Controlling Terms and Conditions (Aug 2011)**

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

#### **V.45 CONTRACT-035.1a Changes (Oct 2006)**

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

#### **V.46 CONTRACT-037.1a Confidentiality (Oct 2013)**

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

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

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

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

(c) The Contractor shall use the following process when submitting information to the Commonwealth it believes to



be confidential and/or proprietary information or trade secrets:

- (1) Prepare an un-redacted version of the appropriate document, and
- (2) Prepare a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret, and
- (3) Prepare a signed written statement that states:
  - (i) the attached document contains confidential or proprietary information or trade secrets;
  - (ii) the Contractor is submitting the document in both redacted and un-redacted format in accordance with 65 P.S. § 67.707(b); and
  - (iii) the Contractor is requesting that the document be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.
- (4) Submit the two documents along with the signed written statement to the Commonwealth.

#### **V.47 CONTRACT-043.1 Leasing Additional Terms and Conditions (Oct 2013)**

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

##### **A. Term of Lease**

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

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

##### **B. Payments**

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

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

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

### **C. Title**

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

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

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

### **E. Risk of Loss**

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

### **F. Warranties**

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

during the Lease term.

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

### **G. Liability**

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

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

### **H. Assignment**

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

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

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

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

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

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

5. Warranty Disclaimer

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

### **I. Financing and Prepayment**

1. If the Contractor is not the supplier of the Leased Property, the Contractor will pay the charges for the Leased Property directly to the supplier. In the event the Contractor assigns the Lease to an Initial Assignee, the Initial Assignee will pay the charges directly to the Contractor or the supplier, as applicable. If the Contractor has assigned rental payments under the Lease to an Initial Assignee, the Lessee's obligation to make rental payments for the Leased Property for which the Lessee has executed and delivered acceptance certificates shall not be affected by any discontinuance, return, or destruction of any license or licensed program materials, or by any Lessee dissatisfaction with any Leased Property.
2. The Lessee may at any time terminate the financing for any Leased Property by prepaying its remaining rental payments. The Lessee shall provide notice of the intended prepayment date, which shall be at least one month after the date of the notice. Depending on market conditions at the time, the Contractor/Initial Assignee may reduce the balance of the remaining rental payments to reflect the requested prepayment and shall advise the Lessee of the balance to be paid.
3. If the Lessee purchases Contract items related to Leased Property prior to the expiration of the Lease term, or if the Lease is terminated for any reason except non-appropriation as described in Subsection B of this Subsection, and if the Leased Property has been delivered and the Lessee has executed and delivered to the Contractor an acceptance certificate, the Lessee shall prepay such Leased Property.

### **J. Remedies for Default**

1. If the Lessee does not make a required payment within 30 days after its due date and such nonpayment continues for 15 days after receipt of written notice from the Contractor/Initial Assignee that the Lessee is delinquent in payment, if the Lessee breaches any other provision under these Leasing Terms and Conditions and such breach continues for 15 days after receipt of written notice of the breach from the Contractor/Initial Assignee, or if the Lessee files any petition or proceeding (or has a petition or proceeding filed against it) under any bankruptcy, insolvency, or similar law, the Contractor/Initial Assignee may pursue and enforce the following remedies, individually or collectively:
  - a. Terminate the applicable Lease.
  - b. Take possession of any or all Leased Property in the Lessee's possession, without any court order or other process of law. For such purpose, upon written notice of its intention to do so, the Contractor or its assignee may enter upon the premises where the Leased Property may be and remove and repossess the Leased Property, from the premises without being liable to the Lessee in any action or legal proceedings. The Contractor/assignee may, at its option, sell the repossessed Leased Property at public or private sale for cash or credit. The Lessee shall be liable for the Contractor's/assignee's expenses of retaking possession, including without limitation the removal of the Leased Property and placing the Leased Property in good operating condition (if not in good operating condition at the time of removal) in accordance with the manufacturer's specifications. Repossessed Leased Property shall include only those items that were leased or lease/purchased under the Lease.
  - c. Recover from the Lessee all rental payments then due, plus the net present value of the amount of the remaining rental payments. The present value of such remaining rental payments shall be calculated using a discount rate equal to the average of the weekly two- and three-year Treasury Constant Maturities published by the Federal

Reserve Board for the last calendar week of the month preceding the contractor's/assignee's termination of the applicable Lease. The Treasury Constant Maturities are published in Statistical Release .15 and may be accessed via the Federal Reserve Board's Internet website.

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

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

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

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

#### **K. Purchase Option**

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

#### **L. Extension**

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

#### **M. Return of Leased Property**

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

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

2. Except in the event of a total loss of any or all Leased Property as described in Subsection E. of this Section, and except for any costs associated with the removal, destruction, and cleaning of any hard drives, the Lessee shall pay any costs the Contractor/Initial Assignee incurs to restore the Leased Property to good operating condition in accordance with the Contract specifications. All parts the Contractor/Initial Assignee may remove and replace shall become the Contractor's/Initial Assignee's property.

3. The Contractor's/Initial Assignee's costs associated with the cleaning of any hard drive to Office of Administration/U.S. Department of Defense standards and the removal and destruction of any hard drive(s) shall be

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

#### **N. Compliance with Internal Revenue Code**

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

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

#### **O. Governing Law**

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

#### **P. Notices**

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

#### **V.48 CONTRACT-045.1 Insurance - General (Dec 12 2006)**

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

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

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

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

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

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

#### **V.50 CONTRACT-049.01 Wages and Working Conditions (Oct 2006)**

(a) The Contractor represents and agrees that:

- (i) It will pay every employee engaged in the performance of the contract printing work the prevailing wage rate, as determined by the Secretary of the Pennsylvania Department of Labor and Industry, and provide for such employees working conditions equivalent to those prevalent in the locality in which the contract will be performed; or
- (ii) It has a collective bargaining agreement in effect between the Contractor and its employees, who will process and produce the printing under any contract/purchase order awarded to the company, and its employees are represented by a responsible organization which is in no way influenced or controlled by management. In this instance, the provisions of the collective bargaining agreement shall be considered as conditions prevalent in the Contractor's locality.

(b) The Contractor agrees that if it receives a contract/purchase order award, the Contractor shall maintain the conditions described in Paragraph (a) of this Section in the performance of the contract/purchase order.

#### **V.51 CONTRACT-049.02 Equipment and Machinery (March 2012)**

To be eligible for award, a Contractor must, at the time of bid submission, be the owner or lessee of sufficient equipment and machinery to perform the work specified in this solicitation.

#### **V.52 CONTRACT-049.03 Quality (Oct 2013)**

All work must be performed in a manner acceptable to the Commonwealth. Composition shall be neat and free from broken or battered type. Presswork shall be of the first grade, producing a clear, clean, sharp impression, and printed head-to-head unless designated as otherwise on a PaPublisher job ticket or a Print Specification.

Presswork must be 150 line screen or greater. Color registration must be within .005 inches (.125 mm) and must be maintained through the press run.

Sets shall be uniformly and evenly trimmed and the printed image shall be squared with the trimmed edges, unless otherwise specified. The Contractor must guarantee 100% collation of all books. Variable imaging must be "laser quality" unless authorized otherwise by the Commonwealth.

The Contractor shall work with the Commonwealth to achieve the highest level of image quality that can be obtained with existing equipment. The Contractor should expect technical advances throughout the life of the contract. Language stated in this contract should not be used to impede technological advances that will benefit the Commonwealth. However, such advances shall not add costs for the Commonwealth, nor shall such advances be

used as a deterrent to future competitive solicitations.

#### **V.53 CONTRACT-049.05 Additional Quantities (Oct 2006)**

The Commonwealth reserves the right to order additional quantities, not to exceed ten percent of the original quantities, of any printed job within 60 days after delivery of the original job. The Commonwealth shall pay for any additional quantities based upon the original contract price.

#### **V.54 CONTRACT-049.06 Paper Stock (March 2012)**

Unless otherwise specified, the Contractor is responsible for furnishing the paper stock required to meet the Commonwealth's needs. In some cases, the Commonwealth may choose to supply paper stock. The Contractor shall check the required quantity and quality upon receipt of stock and, if it is not of the required type and amount, the Contractor shall notify the Commonwealth immediately. If the Commonwealth provides the paper and the amount is in excess of the amount needed for the job, under no circumstances shall the Contractor print more than the amount specified on the order unless ordered to do so in writing by the Commonwealth. Any and all discrepancies should be reported and all paper in excess of that used for the job shall be returned to the Commonwealth unless otherwise directed in writing by the Commonwealth. The Contractor shall assume all risk of loss, damage or theft of all paper and supplies received by the Contractor from the Commonwealth. In the event the delivered paper is lost, damaged, destroyed or stolen, the Contractor shall replace the items with items of like quality and value or reimburse the Commonwealth for the replacement value of the items.

The Contractor must provide a product quality guarantee to the Commonwealth for all items purchased. Only those papers listed in the most current edition of the Competitive Grade Finder Buyers Guide – North American Edition, or as otherwise accepted by Grade Finders, Inc., for publication in subsequent editions of any of its paper buyers guides will be considered. For products not listed in the current Competitive Grade Finder, a copy of Grade Finders' letter of acceptability must be included with your quote.

#### **V.55 CONTRACT-049.07 Proofs (March 2012)**

All Print Specifications shall include the type of proofing method required for the job. Below are the general types of proofing methods used by the Commonwealth:

- **Electronic Digital Proofs** – Generally used for monochrome and spot color printing. The Contractor shall provide this proof in a PDF format to the Commonwealth within three working days of receipt of all necessary artwork. Orders received through PAArtwork are exempt from this proofing process since agencies are required to proof their artwork online.
- **Digital Color Matchprint/Hard Copy Proof** – Generally used for four-color process work and higher. The Contractor shall provide this proof to the Commonwealth within three working days of receipt of all necessary artwork. If an electronic digital proof or hard copy proof is also required under the order, the Contractor shall provide this proof to the Commonwealth within two working days of approval of the electronic digital proof.

The Contractor must standardize on a specific output format for digital color matchprints and must submit this format to Commonwealth within two weeks of issuance of the contract. Once this standard format has been approved by the Commonwealth, the Contractor shall not alter from this method without the explicit approval of the Commonwealth.

- **Press Proofs/Checks** – Press proofs are only to be utilized for critical types of printing as determined by the Commonwealth. If a press check is required (as designated on the PAArtwork job ticket or the Print Specification), the Contractor must notify the Commonwealth of the scheduled press check at least two working days in advance if running the job at a facility located within Pennsylvania. If the job is scheduled to run at a location



outside of the state, the Contractor must notify the Commonwealth at least five working days in advance so that the Commonwealth has sufficient time to make the necessary travel arrangements. In addition, the press check must occur between 8 am and 5 pm EST, Monday through Friday.

Once a proof is received, the Commonwealth shall make a good faith effort to return the proof within three to five working days.

**V.56 CONTRACT-049.08 Author's Alterations (March 2012)**

Author's alterations refer to changes to the copy or format of a Commonwealth document after the Contractor has started processing the document for print. Charges for author's alterations shall be based on an hourly rate as specified in the contract.

**V.57 CONTRACT-049.09 Packaging (March 2012)**

The Commonwealth's Contractor Shipping and Receiving Guidelines provide general packaging and palletizing requirements. These standards apply to all print-related orders. The Commonwealth may include additional specifications for the individual bundling of printed materials.

**V.58 CONTRACT-049.10 Insignias and Labels (March 2012)**

The Contractor's logo or any insignia of any kind shall not be placed on any printing for the Commonwealth. This is not to be construed as forbidding the printing of the Union Label thereon.

**V.59 CONTRACT-049.12 Ownership of Asset and Resource Files (March 2012)**

All materials provided and/or created by or for the Commonwealth, including artwork, negatives, digital files (including native art files or print-ready PDFs) and/or photographs used to produce any of the items under this contract will become the property of the Commonwealth. No materials shall be altered in any way without the express written consent of the Commonwealth. The Contractor shall retain film negatives and/or digital files in its archive for the life of this contract. Approximately three months prior to the end of the contract, the Contractor shall contact the Commonwealth for approval before materials are properly discarded.

**V.60 CONTRACT-049.13 Safekeeping (March 2012)**

The Contractor shall be responsible for the safekeeping of all artwork delivered to the Contractor and held as insurer of the same and save and keep harmless from all damages or loss by fire and otherwise. If any such material is damaged or lost, the Contractor will replace it.

**V.61 CONTRACT-049.14 Copyright (March 2012)**

The Commonwealth and the Contractor understand and agree that any original works of authorship (the "Works") developed under this Contract are created under the direction and control of the Commonwealth and shall constitute a work made for hire by an independent contractor under the United States Copyright Laws. Accordingly, the Commonwealth shall acquire the right, title and interest in and to any Works developed under this Contract including the right to reproduce and distribute the Works to Commonwealth employees and third parties, the right to prepare derivative works based upon the Works and the right to publicly display the Works.

In the event that the Works developed under this Contract do not fall within the specifically enumerated works that constitute a work made for hire under the United States Copyright Laws, the Contractor agrees to assign and, upon their authorship or creation, expressly and automatically assigns all copyright interests, proprietary rights and any other right, title and interest in and to such Works to the Commonwealth. The Commonwealth shall acquire all the rights and privileges accorded an owner of copyright including, without limitation, the exclusive right to reproduce, prepare derivative works based upon the existing Works, distribute copies to the public by sale and the right to perform and display such Works.

Upon completion or termination of this Contract, the Contractor shall immediately deliver all working papers, files and other documentation to the Commonwealth.

#### **V.62 CONTRACT-049.15a Capabilities (Jan 2015)**

The Contractor must be the owner or lessee of the equipment necessary to perform the production (i.e., printing, binding, inserting and mailing) required under this contract. Owner is defined as the party who owns or has title to the equipment. Lessee is defined as the party to whom a lease is granted to use, for a specified time in return for compensation, the equipment (not including labor) owned by another. Production does not include substrate, raw materials or postage. The Contractor must separately identify substrate costs, raw material costs, printing, binding, inserting and mailing costs in their pricing. The total of these costs must equal the cost of the job. In addition, the Contractor must identify who will be performing each of these functions and the location of the production.

#### **V.63 CONTRACT-049.16 Ordering (March 2012)**

The Contractor will be required to accept orders via PaPublisher, email, fax, phone, and in some cases, mail (requiring a P.O. Box). The ability to accept orders must be available at least all weekdays (Monday through Friday) from 7:00 AM EST to 5:00 PM EST. The Contractor must also provide the Commonwealth with a confirmation notice indicating receipt of the order within 24 hours upon receipt.

#### **V.64 CONTRACT-049.17 Cancellation of Orders (March 2012)**

If at any time it becomes necessary for any reason to cancel all or any portion of an order, the Commonwealth reserves the right to do so, notifying the Contractor by a phone call followed by written confirmation (which may include cancelling the order in PaPublisher or notification through e-mail). The Contractor shall be paid for the particular operations completed up to the time of cancellation, and in no case shall the Contractor be entitled to receive payment for uncompleted work or for damages because of such a cancellation. Completed and/or uncompleted work will be disposed of in a manner mutually agreeable to the Commonwealth and the Contractor.

#### **V.65 CONTRACT-049.18 Transmittal of Art Files and Proofs (March 2012)**

The Contractor shall be responsible for all costs involved in the transmittal of necessary art files and proofs between the Commonwealth and the Contractor. The Contractor must provide a means for electronic transmittal, physical pick-up and delivery, or the utilization of an express mail service. Such services must be available all weekdays (Monday through Friday) from 7:00 AM EST to 5:00 PM EST.

If utilizing FTP (file transfer protocol) to receive artwork outside of PaPublisher, the selected Contractor must implement a means of secure FTP between the Contractor and the Commonwealth. Anonymous log in to the FTP site may not be used.

#### **V.66 CONTRACT-049.19 Site Visits/Press Checks (March 2012)**

The Commonwealth reserves the right to visit the Contractor's and its subcontractors' production facilities for a demonstration of their capabilities and processes, including adherence to special facility security requirements, or for business meetings. The Commonwealth will pay for its own travel expenses for such site visits.

Additionally, the Commonwealth reserves the right to be present for press checks or during any phase of production to observe operations and check the quality of production. The Commonwealth will pay for its own travel expenses for such visits.

**V.67 CONTRACT-049.20 Printer's Errors (March 2012)**

The Contractor shall be held responsible for all errors that it may commit, and it shall be liable for all expenses incident to the reproduction of any printed matter in its corrected form when so required by the Commonwealth. If any job is rejected because of error attributable to the Contractor, it shall promptly reprint the job without extra charge and furnish all necessary printing paper, other materials and labor at its own cost.

**V.68 CONTRACT-049.21 Ink (March 2012)**

All ink shall be made of renewal vegetable-based products. Petroleum-based inks are not to be used.

Ink shall be fade proof and waterproof. Inks shall withstand reasonable abrasion and shall not flake or smear. Ink coverage must be full and uniform, free from pin-points, feathering or other imperfections. Characters must be clean and sharp with well-defined edges, must have uniform density, no voids or fill-ins, with strokes of average thickness. The ink must be sufficiently non-reflective. There must be no extraneous ink or other marks (i.e., smudges) around the characters.

**V.69 CONTRACT-049.22 Paper Samples (March 2012)**

When requested by the Commonwealth, the Contractor will provide paper samples without delay in accordance with the request. If necessary, the Commonwealth will determine conformity to the specifications based on the results of its tests and/or examination. All samples required for test purposes will not be returned to the Contractor, nor will the Commonwealth pay for them.

When the Commonwealth requests samples of paper delivered directly to the Contractor from a paper mill, the Contractor will expedite the request and not use the paper until written acceptance is received from the Commonwealth.

**V.70 CONTRACT-049.23 Delayed or Lost Shipments (March 2012)**

Overdue shipments are the responsibility of the Contractor. The Contractor must trace the items within 48 hours and, if needed, replace the items at no additional cost to the Commonwealth. The Contractor's claim for such additional work must be made to the carrier.

**V.71 CONTRACT-049.24 Furnishing Prices to Publishers (March 2012)**

The Commonwealth may request that the Contractor furnish printing services to publishers under contract by the Commonwealth. The request will only apply to items printed for the Commonwealth or the Commonwealth customers as requested by the Commonwealth. Under these circumstances, the Contractor shall charge the publisher the Commonwealth's contract price, and shall bill the publisher for all charges, while still providing the level of service as normally required by the Commonwealth.

**V.72 CONTRACT-049.25 Testing of Items (March 2012)**

The Commonwealth may require certain printed items to pass certain tests, such as ability to run them through equipment, durability, accuracy, or acceptability of features. Such requirements will be clearly identified in the Commercial Print Specification for a given document. The Commonwealth reserves the right to reject any items that do not pass the Commonwealth's test(s). The Contractor will be responsible

for providing replacements of any failed items at no cost to the Commonwealth. The Contractor may also be responsible for reimbursing the Commonwealth for any costs incurred by the Commonwealth as a result of the items failing the test(s). The Commonwealth will work with the Contractor on items which require scheduling and testing.

#### **V.73 CONTRACT-051.1 Notice (Dec 2006)**

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

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

#### **V.74 CONTRACT-052.1 Right to Know Law (Feb 2010)**

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

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

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

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

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

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

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

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

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

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

**SPECIFICATIONS**

**FOR**

**DRAFTING AND ENGINEERING EQUIPMENT, SUPPLIES AND  
SERVICES**

**ISSUING OFFICE**

**Office of Administration  
Office for Information Technology  
Bureau of IT Procurement**

**IFB NUMBER**

**6100037155**

**DATE OF ISSUANCE**

**April 22, 2016**

**SPECIFICATIONS**  
**FOR**  
**DRAFTING AND ENGINEERING EQUIPMENT, SUPPLIES AND**  
**SERVICES**  
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## CALENDAR OF EVENTS

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

<b>Activity</b>	<b>Responsibility</b>	<b>Date</b>
Deadline to submit questions via email to <a href="mailto:RA-OITPurchases@state.pa.us">RA-OITPurchases@state.pa.us</a> with the subject line "IFB 6100037155 Question"	Bidders	<b>04/29/2016 12:00 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>05/04/2016 3:00 PM</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>05/23/2016 3:00 PM</b>



**PART I**  
**SPECIFICATIONS**

**I-1. Objectives.**

- A. General.** The Commonwealth intends to satisfy the need for Drafting and Engineering Equipment, Supplies and Services from those interested in submitting bids (Bidders) for this Invitation for Bids (IFB).
- B. Specific.** The Commonwealth intends to award multiple statewide contracts for the procurement and leasing of new Drafting and Engineering Equipment, Maintenance, Repairs, Supplies, Accessories, Software and related Services to responsive Bidders who meet the requirements of this IFB. The Commonwealth is seeking Bidders who offer the best discounts from the manufacturer's nationally publicized price list and respond to purchase orders in a timely fashion.

**I-2. Nature and Scope of the Project.** This IFB involves the delivery of Drafting and Engineering Equipment, Supplies and Services to all executive agencies at locations across the Commonwealth. Items covered by the contract include:

- Drafting and Engineering Copiers and Associated Supplies
- Drafting and Engineering Scanners and Associated Supplies
- Drafting and Engineering Plotters and Associated Supplies
- Drafting and Engineering Equipment Maintenance, Repair and Support
- Drafting and Engineering Supplies
- 3D Printers

**I-3. Requirements.**

- A. ITPs.** This IFB is subject to the Information Technology Policies (ITP's) {formerly known as Information technology Bulletins} issued by the Office of Administration, Office for Information Technology (OA-OIT). ITP's may be found at <http://www.oa.pa.gov/Policies/Pages/itp.aspx>.

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

**B. Bid Submission.** Bids must be submitted electronically via the PA Supplier Portal 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 submitted with a bid

- Appendix A - Manufactures Discount Sheet
- Appendix B - State of Manufacture
- Appendix C - Software License Agreement
- Appendix D - COSTARS Program Questionnaire
- Appendix E - Lobbying Certification Form
- Manufactures Authorization Letter (if applicable). If a Bidder is submitting as a reseller, it must submit a Manufacturers Authorization Letter which clearly states the Bidder is authorized to provide the OEM's equipment and services to the Commonwealth for this IFB. The Manufacturers Authorization Letter must reference the Commonwealths IFB 6100037155 for Drafting and Engineering Equipment, Supplies.
- Price lists must be submitted with the bid proposal for the sole purpose of providing a reference to the various items on the Price list and the Manufacturers price for each item.

**C. Bidder Eligibility.** To be eligible to submit a Bid, a Bidder must:

1. Be an original Equipment Manufacturer ("OEM") or an authorized Reseller having at least 5 years of experience selling or servicing the items covered under the contract. All installations and service personnel must be certified by the OEM for installation and repair, where applicable.

**D. Pricing.**

1. A single percentage discount shall be offered for each category with the manufacturer's product line and shall be based on the manufactures nationally published price list in effect at the time of the IFB. Please reference *Appendix A. Manufactures Discount Sheet*.
  2. Bidders are required to submit Price List with their bids for the sole purpose of providing a reference to the various items on the Price List and the Manufacturers Price and percentage discount for each item.
  3. Any replacement models shall be offered at the same discount as the model being replaced. Discounts shall be taken off the nationally published price list referenced below.
- Manufacturer's Suggested Retail Price List (MSRP)

In the event that more than one version of a price list is received from multiple Bidders for the same manufacturer's product line, the bidder offering the older price list must update their price list to the most recent version at the same discounts initially offered for each category. Failure of the Bidders to comply with this requirement may result in rejection of their bid.

**E. Price List Changes.** Awarded contractors may update their contract price list every quarter or biannually, beginning with the contract date to reflect new products, manufacturer's price changes, deletion of discontinued products, etc.

**F. Price List and Catalogs.** Awarded contractors shall be required to furnish, without charge, price lists and catalogs identical to those accepted with their bid, including changes (additions, deletions, etc.) pursuant to the contract, to authorize users which request them. Price lists and catalogs must be furnished in an electronic format agreed to by the Commonwealth. If the awarded contractor(s) has an active website, ensure you include this within your bid.

**G. Price Changes Applicable only to Term Contracts.** This is a term contract for commodities or services; the following provision apply:

- **Quantity Discounts:** Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions for quantity purchases of any products offered under the contract(s).
- **Best Pricing Offer.** During the contract term, if the Commonwealth becomes aware of better pricing offered by the awarded contractor, outside of the contract, for substantially the same or smaller quantity of product, the price under the contract shall be immediately reduced to the lower price.
- **Sales Promotions.** In addition to decreasing prices for the balance of the contract term due to a change in market conditions, a contractor may conduct sales promotions involving price reductions for a specific lesser period. Promotional prices shall be available to all customers. A contractor shall submit to the Contract Specialist documentation identifying the proposed:
  1. Starting and end dates of the promotion
  2. Products involved
  3. Promotional prices compared to then authorized prices
- **Trade-In.** Customers may trade-in equipment when making purchases from the contract(s). A Trade in shall be negotiated between the customer and contractor. Customers are obligated to actively seek current fair market value when trading equipment.

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

**I. Related Services.** The Commonwealth will purchase the following optional Related Services on a per order basis at its discretion.

The Commonwealth will develop a statement of work (SOW) for optional Related Services utilizing *Appendix F Statement of Work Template*, which will be attached to the associated purchase order. The Contractor must identify if any subcontractors will be used along with a brief description of the services.

1. Maintenance /Extended Warranty Services.
  - a. The Contractor must, if requested by the Commonwealth, provide maintenance/extended warranty services for all equipment being offered.
  - b. The Contractor must provide a written quote for all maintenance /extended warranty services orders, which the Commonwealth will attach to the associated SRM purchase order.
  - c. Orders for maintenance/extended warranty services made during the term of the contract may extend up to two (2) years past the expiration date of the contract.
2. Training. The Contractor must provide training upon installation of a new product and as requested thereafter by the Commonwealth. All training services performed during normal business hours must be provided by the Contractor, at no cost to the Commonwealth. The Contractor must provide on-site training to users as identified by the requesting agency.

Training must include, but is not limited to, hands-on activities, videos, and manuals. The Contractor must provide users with hands-on training and materials including a detailed walk-through of all machine features. In addition, if the product is connected to the network, the Contractor must demonstrate remote printing capabilities.

3. Maintenance, Repairs and Support.
  - For Lease Equipment. The Original contractor supplying equipment must provide routine and preventative maintenance as well as repair services for the term of the lease. The costs shall be included in the monthly lease cost of the equipment. The maintenance service shall include such service as is necessary to keep the equipment operating satisfactorily.

- For Purchased Equipment. The Contractor must provide full service maintenance and repairs to cover all of the specified manufacturer's equipment procured through outright purchase. The Contractor may provide full service maintenance and repairs for other manufacturer's equipment already owned by the commonwealth agency. Full service maintenance and repairs must include replacement of all parts and provide all labor for maintenance necessary to keep the equipment in good operating condition. All replacement parts shall be covered by the contract. Replacement parts will be furnished on an exchange basis. Genuine manufacturer's replacement parts shall be used exclusively unless a letter of exception is approved by the manufacturer and commonwealth agency contact person.
4. Installation. The Contractor must install equipment if requested by the Commonwealth.
  5. De-Installation
    - a. The Contractor must de-install and pack the equipment at the operational location.
    - b. De-installation of Equipment for the purpose of this IFB entails cleaning the hard drive to DOD standards or allowing the Commonwealth to keep the hard drive and packaging the Equipment for storage or removal.
  6. Relocation.
    - a. The Contractor must provide relocation of Equipment with three service levels.
      - Within the same building
      - Within twenty-five ( 25) miles
      - Beyond a twenty –five mile radius
    - b. The Contractor must unpack and re-install the Equipment at the new designated location specified by the Commonwealth. Damages resulting from the relocation of the Equipment is the responsibility of the Contractor.
    - c. The Contractor must perform visual and physical system check that can be performed with an operating system.
  7. Asset Tagging
    - a. The Contractor must affix an identification tag number and the Commonwealth agency inventory tag to the equipment.
    - a. Each identification tag must be located such that it is easily accessible and readable by the Commonwealth. Identification numbers will be used as a reference for service calls.
    - b. Identification numbers, serial numbers, Commonwealth agency inventory asset tag numbers and other identification information must be provided to

the Commonwealth in an electronic format, which can be incorporated into existing equipment databases. The Commonwealth will provide database formats to be used by the Contractor.

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

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

<u>Performance Metric</u>	<u>Performance Target</u>	<u>Definition</u>	<u>Frequency of Review</u>	<u>Liquidated Damages</u>
<b>Delivery of Equipment.</b>	100%	The Contractor must make the required delivery time within ten (10) business days after receipt of an order, <i>unless otherwise agreed to by the Commonwealth prior to the order being placed.</i>  <b>Calculation:</b> (Each Order Delivered <b>after</b> the standard fulfillment time of ten (10) business days = Missed Order)	Per Order Assessed Monthly	5% of the cost of the order.
<b>Shipment Correction.</b>	100%	The Contractor must correct any incorrect shipment within ten (10) business days after receipt of an order.  <b>Calculation:</b> (Each Incorrect Order Corrected <b>after</b> the standard correction time of ten (10) business days = Missed Correction)	Per Order Assessed Monthly	5% of the cost of the order.
<b>Fix-time.</b> (Measured from the time the Commonwealth submits a trouble ticket to the Contractor, to the time	95%	Resolve the trouble tickets submitted by each agency, each month, in a fix-time of no more than twelve	Monthly	If the Contractor fails to meet the SLA for two (2) consecutive months, or for a total of three (3) non-

<p>the equipment is returned to full and complete working order during the original warranty period).</p>		<p>(12) business hours from the time the trouble ticket was submitted.</p> <p><b>Calculation:</b>  = ((Sum of tickets resolved within 12 defined business hours within measurement window)/(Total number of tickets opened during 12 defined business hours within measurement window)) expressed as a percentage</p>		<p>consecutive months within a calendar year, the Contractor will be ineligible to receive orders from any agency in the Commonwealth for six (6) months.</p>
<p><b>Quarterly Report Delivery.</b> (The Contractor must provide the Commonwealth with quarterly reports detailing equipment purchasing activity performance and customer satisfaction).</p>	<p>100%</p>	<p>The reports must be provided to the Commonwealth no later than fifteen (15) business days after the end of the quarter.</p> <p><b>Calculation:</b>  (Each Quarterly Report received <b>after</b> the standard reporting time of fifteen (15) business days = Missed Report delivery)</p>	<p>Quarterly</p>	<p>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.</p>
<p><b>Monthly Report Delivery.</b> (The Contractor must provide the Commonwealth with monthly reports detailing delivery metrics, response/fix-time metrics, and the status of outstanding issues.)</p>	<p>100%</p>	<p>The reports must be provided to the Commonwealth no later than ten (10) business days after the end of the month.</p> <p><b>Calculation:</b>  (Each Monthly Report received <b>after</b> the standard reporting time of ten (10) business days = Missed Report delivery)</p>	<p>Monthly</p>	<p>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.</p>

**Note:** Business Days/Hours are Monday – Friday from 7am – 7pm Eastern Time.

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

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

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

## **K. Reporting**

1. Monthly Reports. The Contractor must provide monthly reports to each using Commonwealth agency and a consolidated monthly report to the Office of Administration, Office for Information Technology, Bureau of IT Procurement. The Contractor must utilize *Appendix G* Monthly Report Template. A monthly report must consist of, and include at a minimum:
  - a. Ordering and delivery report of drafting and engineering equipment, supplies and services purchases which includes at a minimum: Agency Information, Equipment, Supplies or Services information, Order Information, Shipment and Delivery Information and Invoice information.
  - b. Problem and response report which includes, at a minimum: Agency Information, Product or Services Information and Problem/Response Information.
  - c. Outstanding Issues report which includes, at a minimum: Requestor Information and Outstanding Issue Summary.

The monthly reports must include all activity by the Commonwealth, as well as for 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. The Contractor 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 question.

The Contractor must utilize *Appendix H* – Quarterly Report Template for the remainder of the quarterly report, which must consist of, and include at a minimum:

- a. Sales Summary report which includes, at a minimum: Agency Information, Equipment, Supplies or Services information and Order Information
- b. Outstanding issues summary report which includes, at a minimum: Agency Information and Outstanding Issue Summary.

**L. Bidding Reference Material**

[Bidding Process Reference Guide](#)  
[Supplier Response to a Solicitation - Brochure](#)  
[Attaching Follow-On Documents to your Bid](#)  
[Bidding Frequently Asked Questions \(FAQ's\)](#)

## Appendix A - MANUFACTURERS DISCOUNT SHEET

In order to complete the Bid sheet correctly , please follow the instructions below

1. Please enter a discount rate off list price for each Manufacture your company would like to provide equipment for in the PERCENT OF DISCONT FROM REFERENCED PRICE LIST column.
2. Please enter a discount rate off list price for each Manufacturer your company would like to provide accessories for in the PERCENT OF DISCOUNT FROM REFERENCED PRICE LIST column.
3. Please enter the Date of the price List your discount will apply to in the Price List Identification Date column.

\* Your Company must provide the Manufacturers certification forms for all Manufacturers your company will choose to be resellers for .

**\*\* Your company must provide a price Lists for All Manufacturers for which the Discount Rate will apply to.**

4. Please see Rate Card and provide the Hourly cost for the related services listed.

<b>APPENDIX A - MANUFACTURERS DISCOUNT SHEET- IFB 6100037155</b>				
<b>DRAFTING AND ENGINEERING EQUIPMENT, SERVICE AND SUPPLIES</b>				
COMPANY NAME -				
<b>DESCRIPTION</b>	<b>Manufacturer</b>	<b>PRICE LIST IDENTIFICATION DATE</b>	<b>WILL YOU OFFER LEASING OF YOUR EQUIPMENT WITH ATTACH TERMS AND CONDITIONS. Y=YES N=NO</b>	<b>PERCENT OF DISCOUNT FROM REFERENCED (MSRP) PRICE LIST</b>
Drafting and Engineering Equipment				
Drafting and Engineering Equipment Maintenance/Repairs				
Drafting and Engineering Equipment Supplies				
<b>3D PRINTER</b>				
Accessories which are not covered or included in other purchases, including Software and Software Maintenance/Upgrades				

## RATE CARD

**Instructions:** A bidder must provide an hourly cost to perform the Related Services listed below

**Bidder:** Insert your company name -

Relates Service	HOURLY RATE
Installation	\$ -
De- Installation	\$ -
Transportation to DGS	\$ -
Relocation of Equipment ( Within the same building)	\$ -
Relocation of Equipment ( Within a twenty- five (25) mile Radius)	\$ -
Relocation of Equipment ( Beyond a twenty- five (25) mile Radius)	\$ -
Training	\$ -
Asset Tagging	\$ -

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>
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

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:

[REDACTED]  
[REDACTED]  
[REDACTED]

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.

**RECITALS:**

WHEREAS, this Agreement sets forth the Commonwealth's Software License Requirements; and,

WHEREAS, Licensor's Software License Agreement is attached hereto as Exhibit A, \_\_\_\_\_ and made a material part hereof by this reference; and,

WHEREAS, this document, including the Software License Agreement attached as Exhibit A, \_\_\_\_\_ constitute the Agreement between the Licensor and the Commonwealth; and

WHEREAS, 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.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and intending to be legally bound herby, the parties hereto covenant and agree as follows:

1. **Recitals:** The above recitals are hereby incorporated as a material part of these Software License Requirements.
2. **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 Product, terms of any click through agreement included with the licensed software, or any other terms purported to apply to the Licensed Product. Products specified in Attachment 1, along with support and services for said products, shall be referred to as “Licensed Products.”

3. **Choice of Law/Venue/Immunity:** This Agreement shall be governed by and construed in accordance with the substantive laws of the Commonwealth of Pennsylvania, without regard to principles of conflict of laws. Venue for any actions will be in the appropriate court in the Commonwealth. No provision in this Agreement shall be construed to limit the sovereign immunity of the Commonwealth.
4. **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.
5. **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 its right of defense of a Claim. 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 of 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. 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 5 ceases. The Licensor, at its own expense, shall provide whatever cooperation OAG may request in the 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 subsection (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 **60-month** period from the date of delivery plus any unused prepaid maintenance fees.
- (g) The obligations of the Licensor under this Section 4 continue without time limit and survive the termination of this Agreement.
- (h) Notwithstanding the above, the Licensor shall have no obligation under this Section 5 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 5, shall be the Licensor's sole and exclusive obligation for the infringement or misappropriation of intellectual property.

6. **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.

7. **Limitation of Liability:** The Licensor’s liability to the Commonwealth under this Agreement shall be limited the total dollar amount of purchase orders issued for Licensed Products and services covered by this Agreement. 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;
- (e) Licensor’s indemnity of the Commonwealth for patent, copyright, trade secret, or trademark protection; or

- (f) damages related to a breach of the security of a system maintained or managed by the Licensor, including the costs for notification, mitigation and credit monitoring services required due to such breach.

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.

- 8. 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 reseller shall purchase Software and services from Licensor, on behalf of the Commonwealth, pursuant to purchase orders to Licensor. Upon acceptance by Licensor of such purchase orders, such purchase orders shall control as to pricing only; additional terms and conditions on such purchase orders are not applicable as the terms of this Agreement and its Exhibits shall control.

The Commonwealth's obligation is to pay its reseller in accordance with its purchase order with the Commonwealth's reseller and Licensor shall look to the Commonwealth's reseller for payment; however, in the event that the Commonwealth's reseller fails to pay Licensor in accordance with the terms of the applicable Exhibit agreement, the Commonwealth understands and agrees that, other than collection (for which Licensor shall proceed only against the Commonwealth's reseller) Licensor shall notify the Commonwealth of such default and may exercise against the Commonwealth such other remedies as Licensor may have for nonpayment under the applicable Exhibit agreement.

**9. Termination:**

- (a) Licensor may not terminate this Agreement, or an order from any Commonwealth agency issued pursuant to any of the Exhibits to this Agreement, for non-payment; however, as described under Section 8 above, in the event that the Commonwealth's reseller fails to pay Licensor in accordance with the terms of an applicable Exhibit agreement, the Commonwealth understands and agrees that, other than collection (for which Licensor shall proceed only against such reseller) Licensor may exercise against the specific Commonwealth agency that issued a purchase order such other remedies as Licensor may have for nonpayment under the applicable Exhibit agreement, which may include the termination of that agreement solely as it pertains to the specific Commonwealth agency.
- (b) The Commonwealth may terminate this Agreement without cause by giving Licensor **30 days** prior written notice (Notice of Termination) whenever the Commonwealth shall determine that such termination is in the best interest of the Commonwealth (Termination for Convenience); provided, however, that, except in the case of the Licensor's breach, all amounts set forth on a Purchase Order for the **12-month** period in which the termination takes place are non-cancelable, non-refundable obligations of the Commonwealth.

- 10. 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 access to the Commonwealth's IT facilities, either through on site or remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.psp.pa.gov/Pages/Request-a-Criminal-History-Record.aspx>. 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.

**11. Confidentiality:**

- (a) For purposes of this Agreement, "Confidential Information" of a party shall mean (1) with respect to Commonwealth, all data and other information of or in the possession of the Commonwealth or any Commonwealth Agency or any private individual, organization or public agency, in each case to the extent such information and documentation is not permitted to be disclosed to third parties under local, Commonwealth or Federal laws and regulations or pursuant to any policy adopted by Commonwealth or pursuant to the terms of any third party agreement to which Commonwealth is a party and (2) with respect to Licensor, all information identified in writing by Licensor as confidential or proprietary to Licensor or its subcontractors.
- (b) All Confidential Information of or relating to a party shall be held in confidence by the other party to the same extent and in at least the same manner as such party protects its own confidential or proprietary information. Neither party shall disclose, publish, release, transfer or otherwise make available any Confidential Information of the other party in any form to, or for the use or benefit of, any person or entity without the other party's consent. Subject to the other provisions of this Agreement, each party shall, however, be permitted to disclose relevant aspects of the other party's Confidential Information to its officers, agents, subcontractors and personnel and to the officers, agents, subcontractors and personnel of its corporate affiliates or subsidiaries to the extent that such disclosure is reasonably necessary for the performance of its duties and obligations under this Agreement; provided, however, that such party shall take all reasonable measures to ensure that

Confidential Information of the other party is not disclosed or duplicated in contravention of the provisions of this Agreement by such officers, agents, subcontractors and personnel and that such party shall be responsible for any unauthorized disclosure of the Confidential Information of the other party by such officers, agents, subcontractors or personnel; and further provided, that if the disclosure is by the Commonwealth to another contractor or sub-contractor, such disclosure is subject to a suitable non-disclosure agreement imposing equally or more stringent requirements for data privacy and security. The obligations in this Section 11(b) shall not restrict any disclosure by either party pursuant to any applicable law, or in accordance with the order of any court or government agency of competent jurisdiction (provided that the disclosing party shall give prompt notice to the non-disclosing party of such order in a timeframe to allow the non-disclosing party to resist the disclosure) and, except to the extent provided otherwise by any applicable law, shall not apply with respect to information which:

- (1) is developed by the other party without violating the disclosing party's proprietary rights,
  - (2) is or becomes publicly known (other than through unauthorized disclosure),
  - (3) is disclosed by the owner of such information to a Third Party free of any obligation of confidentiality,
  - (4) is already known by such party without an obligation of confidentiality other than pursuant to this Agreement or any confidentiality contract entered into before the Effective Date of the Agreement between Commonwealth and Licensor, or
  - (5) is rightfully received by the disclosing party free of any obligation of confidentiality.
- (c) Each party shall:
- (1) Notify the other party promptly of any known unauthorized possession, use or knowledge of the other party's Confidential Information by any person or entity.
  - (2) Promptly furnish to the other party full details known by such party relating to the unauthorized possession, use or knowledge thereof and shall use reasonable efforts to assist the other party in investigating or preventing the recurrence of any unauthorized possession, use or knowledge of the other party's Confidential Information.
  - (3) Use reasonable efforts to cooperate with the other party in any litigation and investigation against third parties deemed necessary by the other party to protect its proprietary rights.

- (4) Promptly use all reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge of the other party's Confidential Information.
- (d) Each party shall bear the cost it incurs as a result of compliance with this Section 11. The obligations in this Section 11 shall not restrict any disclosure by either party pursuant to any applicable law or pursuant to the order of any court or other legal process or government agency of competent jurisdiction (provided that the disclosing party shall give prompt notice to the non-disclosing party of such order in a timeframe to allow the non-disclosing party to resist the disclosure).
- (e) The Licensor shall use the following process when submitting information to the Commonwealth it believes to be confidential and/or proprietary information or trade secrets:
  - (1) Prepare an un-redacted version of the appropriate document, and
  - (2) Prepare a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret, and
  - (3) Prepare a signed written statement that states:
    - 1. the attached document contains confidential or proprietary information or trade secrets;
    - 2. the Licensor is submitting the document in both redacted and un-redacted format in accordance with 65 P.S. § 67.707(b); and
    - 3. the Licensor is requesting that the document be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.
  - (4) Submit the two documents with the signed written statement to the Commonwealth.
- (f) When the Agreement expires or terminates, and at any other time at the written request of a party, the other party must promptly return to such party all of such party's Confidential Information and Data (and all copies of this information) that is in the other party's possession or control, in whatever form. With regard to Commonwealth's Confidential Information and/or Data, Licensor will comply with the requirements of Section 11(e).
- (g) Additionally, neither the Agreement nor any pricing information related to the Agreement, nor purchase orders issued pursuant to the Agreement, will be deemed confidential.

**12. Sensitive Information:**

- (a) The Licensor shall not publish or otherwise disclose, except to the Commonwealth or the Licensor's subcontractors, any information or data obtained hereunder from private individuals, organizations, or public agencies, in a way that allows the information or data furnished by or about any particular person or establishment to be identified.
- (b) The parties shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a Commonwealth program affected by or benefiting from services under this Agreement for any purpose not connected with the parties' Agreement responsibilities.
- (c) Licensor will comply with all obligations applicable to it under all applicable data protection legislation in relation to all personal data that is processed by it in the course of performing its obligations under this Agreement including by:
  - (1) Maintaining a valid and up to date registrations and certifications; and
  - (2) Complying with all data protection legislation applicable to cross border data flows of personal data and required security measures for personal data.

**13. Publicity/Advertisement:** The Licensor must obtain written 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.

**14. Software portability.** The parties agree that a Commonwealth agency may move the software from machine to machine, whether physical or virtual, and to other locations, where those machines and locations are internal to the Commonwealth or to a Commonwealth contractor, as long as such relocation and the use being made of the software comports with the license grant and restrictions. Notwithstanding the foregoing, a Commonwealth agency may move the machine or appliance provided by the Licensor upon which the software is installed.

**15. 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 16 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.

- 16. Commonwealth Audit Responsibilities:** Commonwealth will maintain, and promptly provide to Reseller upon its request, accurate records regarding use of the Licensed Product by or for the Commonwealth. If the Commonwealth becomes aware of any unauthorized use of all or any part of the Licensed Product, the Commonwealth will notify Reseller promptly, providing reasonable details. The limit of the Commonwealth's responsibility for use of the Licensed Product by more individuals than are permitted by the licensing terms applicable to the Licensed Product shall be to purchase additional licenses and Maintenance and Support (if applicable) for such Licensed Products through the Commonwealth's software 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 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 18 sets out the sole software license audit right under this Agreement.

- 17. List of Licensed Products:** Attached hereto and made a part hereof by this reference is Attachment 1, which sets out a list of products that may be licensed under this Agreement. With the consent of Commonwealth, the list of products on Attachment 1 may be updated by Licensor providing Commonwealth with a revised Attachment 1 that adds the new product to the list. In Commonwealth's discretion, its consent may be provided either via written communication directly to the Licensor or by providing a copy of said notice to the Commonwealth's software reseller to update Attachment 1.

No amendment will be required to add a new Licensed Product to the list. If, however, the Licensor desires to add a Licensed Product to the list that requires different license terms, an amendment to this Agreement or a new agreement will be required.

**18. 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 **10 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) 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.

**19. Third party software.** If the software utilizes or includes third party software and other copyrighted material and is subject, therefore, to additional licensing terms, acknowledgements or disclaimers compliance with this Agreement constitutes compliance with those third party terms. The parties agree that the Commonwealth, by acknowledging third party software, does not agree to any terms and conditions of the third party software agreements that are inconsistent with or supplemental to this Agreement.

**20. Attorneys' Fees:** The Commonwealth will not pay attorneys' fees incurred by or paid by the Licensor.

**21. Controversies.**

- (a) In the event of a controversy arising from the Agreement or Purchase Order, the Licensor must, within **six (6) months** after the claim accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Licensor asserts a controversy exists. If the Licensor fails to file a claim or files an untimely claim, the Licensor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within **60 days** thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.
- (b) If the Licensor 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 Licensor. The contracting officer shall send his/her written determination to the Licensor. If the contracting officer fails to issue a final determination within the **120 days** (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.

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

**22. Insurance:** Licensor shall procure and maintain at its expense or cause to be maintained by any agents, contractors and subcontractors, as appropriate, the following types of insurance or maintain such self-insurance plans as shall be sufficient to insure against any claims, covering Licensor, its employees, agents, contractors and subcontractors:

- (1) Worker's Compensation Insurance for all of Licensor's employees and those of any subcontractor engaged in performing Services in accordance with the *Worker's Compensation Act* (77 P.S. § 101, *et seq.*).
- (2) Commercial general liability insurance providing coverage from claims for damages for personal injury, death, and property of others. The limits of such insurance shall be in an amount not less than \$500,000 per person and \$2,000,000 per occurrence, personal injury and property damage combined. Such policies shall be occurrence based rather than claims-made policies and shall name the Commonwealth of Pennsylvania as an additional insured, as its interests may appear. The insurance shall not contain any endorsements or any other form designed to limit and restrict any action by the Commonwealth as an additional insured against the insurance coverages in regard to the Services performed for the Commonwealth.
- (3) Professional and Technology-Based Services Liability Insurance (insuring against damages and claim expenses as a result of claims arising from any actual or alleged wrongful acts in performing cyber and technology activities) in the amount of \$5,000,000, per accident/occurrence/annual aggregate.
- (4) Technology Products Liability/Professional Liability/Errors & Omissions Insurance in the aggregate amount of not less than \$5,000,000.
- (5) Comprehensive crime insurance in an amount of not less than \$5,000,000 per claim.
- (6) Information Security and Privacy Liability Insurance including Privacy Notification Costs (including coverage for Technology Professional Liability if not covered under Licensor's Professional Liability/Errors and Omissions Insurance referenced above) in the amount of \$5,000,000, per occurrence.

- (b) Prior to the expiration of any then effective insurance policy, Contractor shall furnish to Commonwealth certificates of insurance or other appropriate documentation (including evidence of renewal of insurance) evidencing all coverage referenced in this Section 23, as applicable, and naming Commonwealth as an additional insured to the extent of Licensor's indemnities contained in this Agreement. Licensor shall have included in all policies of insurance required hereunder a waiver by the insurer of all right of subrogation against Commonwealth in connection with any loss or damage thereby insured against. Such certificates or other documentation will include a provision whereby **30 days'** notice must be received by Commonwealth prior to coverage cancellation or alteration of the coverage by either Licensor or its Subcontractors or the applicable insurer. Such cancellation or alteration shall not relieve Licensor of its continuing obligation to maintain insurance coverage in accordance with this Section 22.
- (c) Licensor agrees to maintain such insurance for the life of any applicable purchase order issued pursuant to the Agreement.
- (d) Upon request to and approval by the Commonwealth, Licensor's self-insurance of the types and amounts of insurance set for above shall satisfy the requirements of this provision, provided the Commonwealth may request of Licensor evidence each year ,during the term of the purchase order issued under the Agreement, that Licensor has sufficient assets to cover such losses.

**23. 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.

**24. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes and integrates all prior discussions, agreements and understandings pertaining thereto. No modification of this Agreement will be effective unless in writing and signed by both Parties.

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

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

---

**COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ADMINISTRATION**

See Section 23

**APPROVED:**

See Section 23

Comptroller

**APPROVED AS TO FORM AND LEGALITY:**

See Section 23

Office of Chief Counsel

See Section 23

Office of General Counsel

See Section 23

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):

## **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.

# Statement of Work

for

Commonwealth of PA – (Agency)

PO Number: \_\_\_\_\_

AGENCY CONTACT:  
AGENCY ADDRESS:

PHONE:  
FAX:  
E-MAIL:

## A. Introduction

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

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

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

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

## B. Project Overview and Tasks

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

Supplier to insert exact description of work to be performed

Agency Requirements & Room Preparation:

Any requirements for the agency must be inserted here

## C. Time Estimates / Delivery Schedule

The actual Project start date will depend on following:

(below are examples only, ensure dates are provided)

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

## D. Project Cost

Project Cost is: \$

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

(Ensure an exact costing breakdown is provided)

**E. SOW Acceptance**

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

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

"Supplier"

Commonwealth of PA – "Agency"

Approved (date): \_\_\_\_\_

\_\_\_\_\_

Authorized **Agency** Name

\_\_\_\_\_

\_\_\_\_\_

Authorized **Agency** Signature

\_\_\_\_\_

\_\_\_\_\_

Title

**F. Project Completed and Accepted**

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

Approved (date): \_\_\_\_\_

\_\_\_\_\_

Authorized **Agency** Name

\_\_\_\_\_

\_\_\_\_\_

Authorized **Agency** Signature

\_\_\_\_\_

\_\_\_\_\_

Title

PLEASE ATTACH HARD COPY OF PURCHASE ORDER  
REFERENCING THIS SOW













**Questions & Answers, May 3, 2016**

[RFP 6100037155](#)

**DRAFTING AND ENGINEERING EQUIPMENT, SUPPLIES AND SERVICES**

#	IFB Page Number	IFB Section Reference	Question	Answer
1	Specifications for IFB 6100037155  Page 6	G. Price Changes Applicable only to Term Contracts	Under Section G, there is a reference to Best Pricing Offer. If a state organization puts products that are covered under the state contract out for bid and we bid lower than the contract price, does that price effect the Contract?	The Commonwealth has revised Section G. <b>Price Changes Applicable only to Term Contract</b> to clarify that the Commonwealth, upon becoming “aware of better pricing offered by the awarded contractor, outside of the contract, for substantially the same or smaller quantity of product, the price under the contract shall be immediately reduced to the lower price.”  Please refer to Section G. <b>Price Changes Applicable only to Term Contract</b> of the revised Specifications for IFB 6100037155 included with Addendum 1.
2	Specifications for IFB 6100037155  Page 6	G. Price Changes Applicable only to Term Contracts	Please provide more detail on what the Best Pricing Offer means?	Please refer to the answer to Question #1.
3	<a href="#">IFB 6100037155 Drafting Equipment.pdf</a>  Page 26	V.31 CONTRACT-023.1a Termination Provisions (Oct 2013) a. Termination for Convenience	This section states that the Commonwealth shall have the right to terminate the contract or purchase order for its convenience. Contractor shall be paid for work satisfactorily completed prior to the effective date. This clause would only be applicable to the Master contract itself, in which case no new orders can be accepted.  Please confirm that individual leases that were already in place under this contract cannot be cancelled for the convenience.	Please refer to <a href="#">IFB 6100037155 Drafting Equipment.pdf</a> , Section V.47 CONTRACT-043.1 Leasing Additional Terms and Conditions (Oct 2013), specifically subsection B.

Questions & Answers, May 3, 2016

[RFP 6100037155](#)

DRAFTING AND ENGINEERING EQUIPMENT, SUPPLIES AND SERVICES

#	IFB Page Number	IFB Section Reference	Question	Answer
4			Can a vendor's authorized dealer invoice the Commonwealth directly, so long as the Contractor agrees to remain obligated to all of the terms and conditions?	No, the Contractor awarded the statewide contract from the Commonwealth must submit all invoices. Please refer to Section V.8 CONTRACT-006.1 Independent Prime Contractor (Oct 2006), located on Page 19 of <a href="#">IFB 6100037155 Drafting Equipment.pdf</a> .
5	<a href="#">IFB 6100037155 Drafting Equipment.pdf</a>		Will a vendor be disqualified if they take exceptions to the terms and conditions?	Please refer to <a href="#">IFB 6100037155 Drafting Equipment.pdf</a> , Section 1.6 IFB-011.1B Submission of Bids—Electronic Submittal (May 2011), subsection c, which states that 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.”
7	Specifications for IFB 6100037155 Page 7	Section I-3, I. 3, Maintenance, Repairs and Support	<p>This states that maintenance must be included in the lease payment. This type of equipment requires specific customization, and would be very difficult to include the service in the actual lease payment.</p> <p>The maintenance can be on the same order, and on the same invoice as the lease payment. Is this acceptable?</p>	<p>No, maintenance cannot be a separate line item on an invoice or order. Specifications for IFB 6100037155, Section I-3, I. 3, Maintenance, Repairs and Support requires the following:</p> <p>The Original contractor supplying equipment must provide routine and preventative maintenance as well as repair services for the term of the lease. <b>The costs shall be included in the monthly lease cost of the equipment.</b> The maintenance service shall include such service as is necessary to keep the equipment operating satisfactorily .</p> <p>Emphasis added.</p>

**Questions & Answers, May 3, 2016**

[RFP 6100037155](#)

**DRAFTING AND ENGINEERING EQUIPMENT, SUPPLIES AND SERVICES**

#	IFB Page Number	IFB Section Reference	Question	Answer
8	Specification for IFB 6100037155  Page 11	Section I-3, K. 1, Monthly Reports	These types of service reports take a lot of time to do, as some of the information must be obtained manually. Would the state be willing to change this to be due by the 15 <sup>th</sup> please?	No, the Commonwealth will not extend the due date for bid submissions.
9	Specifications for IFB 6100037155  Page 11	Section I-3, K. 1, Monthly Reports	The Specification document references utilizing Appendix H for monthly reports, however on E Marketplace Appendix H is in reference to quarterly reports.  Please confirm that the monthly report should utilize Appendix G.	The Commonwealth has revised Section I-3, K. 1, Monthly Reports, to reference <b>Appendix G Monthly Report</b> .  Please refer to Section I-3, K. 1, Monthly Reports, of the revised Specifications for IFB 6100037155 included with Addendum 1.
10	Specifications for IFB 6100037155  Page 6	Section I-3, E, Price List Changes	Will the State consider quarterly update submissions to the contract? New technology such as new models, accessories and software is being released quicker. Quarterly updates would allow for awarded vendors to respond to customer needs quicker and avoid gaps in product availability when new models are released.	The Commonwealth has revised Section I-3, E, Price Lists Changes to allow for the submission of updated price lists either quarterly or biannually.  Please refer to Section I-3, E, Price List Changes, of the revised Specifications for IFB 6100037155 included with Addendum 1.
11	Specifications for IFB 6100037155  Page 9	Section I-3, J, SLA Table, Delivery of Equipment	Some products in this space are specialized and may require longer delivery time frames. Will the State consider 30 day fulfillment or allow for the vendor to identify if a product has an expected install timeframe of 10 or 20 business days?	Delivery times may be flexible as long as they are agreed upon by the Commonwealth Agency and the Contractor prior to the order being placed. Please refer to Section I-3, J, SLA Table, Delivery of Equipment, of the revised Specifications for IFB 6100037155 included with Addendum 1.

Questions & Answers, May 3, 2016

[RFP 6100037155](#)

DRAFTING AND ENGINEERING EQUIPMENT, SUPPLIES AND SERVICES

#	IFB Page Number	IFB Section Reference	Question	Answer
12	Specifications for IFB 6100037155 Page 6	Section I-3, I. 5, De-Installation	Can the State be more specific with the requirement for hard drive sanitization as the DOD has several different levels of sanitization?	Section I-3, A, ITP, states that this IFB “is subject to the Information Technology Policies (ITPs)...issued by the Office of Administration, Office of Information Technology (OA OIT).” <a href="#">ITP-SEC015-Data Cleansing</a> sets forth the acceptable hard drive sanitization requirements.

Date: May 4, 2016

Subject: Drafting and Engineering Equipment, Supplies and Services

Solicitation Number: 6100037155

Solicitation Due Date: May 23, 2016

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. The Drafting and Engineering Equipment, Supplies and Services IFB 6100037155 Questions and Answers have been posted to eMarketplace portal.
2. Please see the revised version of the IFB document titled “Specifications for IFB 6100037155 rev 5.03.2016” which has been posted to eMarketplace. The following sections of the “Specifications for IFB 6100037155” have been revised:
  - Calendar of Events. Answers to potential questions posted to the emarketplace website has been changed to 05/04/2016
  - Section I-3. E, Price List Changes.
  - Section I-3, G Price Changes Applicable only to Term Contracts (Best Pricing Offer).
  - Section I-3, J Service Level Agreements (SLAs)/Liquidated Damages (LDs), Table (Delivery of Equipment).
  - Section I-3, K Reporting. References to Appendix G Monthly Report Template and Appendix H Quarterly Report Template.

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

- If you 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 to the following address:

Raymond A. Jaime, Bureau of IT Procurement  
c/o Commonwealth Mail Processing Center  
2 Technology Park (rear)  
Attn: IT Procurement 506 Finance  
Harrisburg PA 17110

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: [RA-OITPurchases@pa.gov](mailto:RA-OITPurchases@pa.gov)



Date: May 17, 2016

Subject: Drafting and Engineering Equipment, Supplies and Services

Solicitation Number: 6100037155

Solicitation Due Date: May 23, 2016

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:

2. Please see the revised version of the IFB document titled “Specifications for IFB 6100037155 rev 5.23.2016” which has been posted to eMarketplace. The following sections of the “Specifications for IFB 6100037155” have been revised:
  - **Section I. Related Services.** Item # 6. Has been removed.

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

- If you 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 to the following address:

Raymond A. Jaime, Bureau of IT Procurement  
c/o Commonwealth Mail Processing Center  
2 Technology Park (rear)  
Attn: IT Procurement 506 Finance  
Harrisburg PA 17110

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: [RA-OITPurchases@pa.gov](mailto:RA-OITPurchases@pa.gov)