



**FULLY EXECUTED**

Contract Number: 4400016128  
Original Contract Effective Date: 10/05/2016  
Valid From: 11/01/2016 To: 01/31/2023

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: 136467

**Supplier Name/Address:**  
COMPUTER DOCUMENT MANAGEMENT  
SYSTEMS INC DBA CDMS  
4200 CRUMS MILL RD  
HARRISBURG PA 17112-2899 US

**Please Deliver To:**

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

Supplier Phone Number: 717-540-1301

Supplier Fax Number: 717-540-8840

**Contract Name:**

Microfilm Equipment,Supplies & Services

**Payment Terms**

NET 30

Solicitation No.: 6100037875

Issuance Date: 07/26/2016

Supplier Bid or Proposal No. (if applicable): 6500104654

Solicitation Submission Date: 08/26/2016

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	Microfilm Equipment	0.000		0.00	1	0.00
2	Microfilm Supplies	0.000		0.00	1	0.00
3	Microfilm Services	0.000		0.00	1	0.00
4	Microfilm Maintenance	0.000		0.00	1	0.00

**General Requirements for all Items:**

**Header Text**

The purpose of this contract as a result of IFB 6100037875 is to procure new microfilm Equipment, Maintenance, Repairs, Supplies, Accessories, Software and Related Services. ..This is a two (2) year contract with three (3) one year renewal options. .

**Information:**

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

Title \_\_\_\_\_

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

Date \_\_\_\_\_



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**Supplier Name:**  
COMPUTER DOCUMENT MANAGEMENT  
SYSTEMS INC DBA CDMS

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 .

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

<b>APPENDIX A - MANUFACTURERS DISCOUNT SHEET- IFB 6100027875</b>			
<b>Microfilm Equipment Supplies and Services</b>			
<b>COMPANY NAME - CDMS</b>			
<b>DESCRIPTION</b>	<b>PRICE LIST IDENTIFICATION DATE</b>	<b>WILL YOU OFFER LEASING OF YOUR EQUIPMENT UNDER THE COMMONWEALTHS TERMS AND CONDITIONS ? Y=YES N=NO</b>	<b>PERCENT OF DISCONT FROM REFERENCED PRICE LIST</b>
<b>Microfilm Equipment</b>	8/1/2016	N	10%
<b>Microfilm Equipment Maintenance/Repairs</b>	8/1/2016	N	10%
<b>Microfilm Equipment Supplies</b>	8/1/2016	N	10%
<b>Accessories which are not covered or included in other purchases, including Software and Software Maintenance/Upgrades</b>	8/1/2016	N	10%

## RATE CARD

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

Bidder: CDMS

Related Service

HOURLY RATE

Installation

\$150.00

De- Installation

\$150.00

Transportation to DGS

\$150.00

Relocation of Equipment ( Within the same b

\$150.00

Relocation of Equipment ( Within a twenty- f

\$150.00

Relocation of Equipment ( Beyond a twenty-

\$150.00

Training

\$150.00

Asset Tagging

\$150.00

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>
1999747	Kodak	NY
1958750	Kodak	NY
1968023	Kodak	NY
1600899	Kodak	NY
1357193	Kodak	NY
1733161	Kodak	NY
1207844	Kodak	NY
1759042	Kodak	NY
9869300	e-ImageData Corp	WI
9863200	e-ImageData Corp	WI
9862010	e-ImageData Corp.	Wi

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:

**CDMS, Inc.**

**4200 Crums Mill Road Ste 203**

**Harrisburg, PA 17112**

## 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.

Computer Document Management Systems Inc.  
Corporate or Legal Entity Name



8/24/2016

PERRY KURLANDER / secretary  
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:

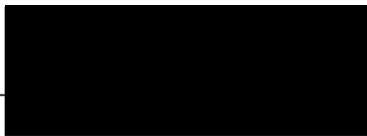
(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection 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: \_\_\_\_\_

Secretary

DATE: \_\_\_\_\_

8/24/2016



## NOTICE OF SMALL BUSINESS SELF-CERTIFICATION



The Department is pleased to announce that

### **COMPUTER DOCUMENT MANAGEMENT**

has successfully completed the Pennsylvania Department of General Services' process for self-certification as a small business under the Commonwealth's Small Business Contracting Program, with the following designation:

**BUSINESS TYPE(s): Procurement Services, Procurement Goods, Information Technology**

**CERTIFICATION NUMBER: 136467-2012-09-SB**

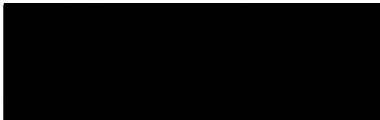
**CERTIFICATION TYPE: Small Business**

**ISSUE DATE: 09/11/2012**

**EXPIRATION DATE: 09/11/2017**

**RECERTIFIED DATE: 8/15/2016**

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Curtis M. Topper, Secretary  
Department of General Services  
Commonwealth of Pennsylvania



August 15, 2016

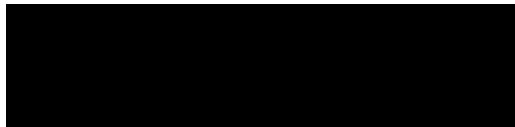
To Whom It May Concern:

This letter is to certify that CDMS, Inc. located at 4200 Crums Mill Road Suite 203 in Harrisburg, Pa. 17112, is a qualified reseller of Kodak Alaris Company's Document Imaging capture products and services for the Commonwealth of Pennsylvania IFB 6100037875.

Kodak Alaris has established an indirect channel that enables the consumer to purchase Document Imaging hardware and services through qualified resellers. As stated above, CDMS, Inc. is qualified to resell Kodak Document Imaging hardware and services.

If you should have any questions or concerns regarding this information, please do not hesitate to call me at the number listed above.

Sincerely,



Laurie S. Smith  
Contract Administrator



August 18, 2016

Mr. Douglas Betz  
4200 Crums Mill Road  
Ste:203A  
Harrisburg, PA 17112

Subject: Authorization letter to provide manufacturer's equipment on contract

Dear Mr. Betz

This letter is to confirm that Computer Document Management Systems "CDMS" is authorized to sell e-ImageData microfilm scanners to the state of Pennsylvania on contract. IFB 6100037875.

Best regards,

Sincerely,

[Redacted Signature]  
James Westoby,  
President  
e-ImageData Corp.

**SCANNERS****SCAN STATION 700 SERIES****SCANNERS AND CARE KITS**

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
1877398	Scan Station 710		1	\$2,495.00	YES	W-12	Customer
1296623	Scan Station 710 For Govt		1	\$2,495.00	YES	W-12	Customer
1730795	Scan Station 730EX		1	\$2,995.00	YES	W-12	Customer
1945872	Scan Station 730EX For Govt		1	\$2,995.00	YES	W-12	Customer
1948975	Scan Station 7x0 KCK 1 Yr Ext War		1	\$251.00		N/A	N/A
1013572	Scan Station 7x0 KCK 3 Yr Ext War		1	\$785.00		N/A	N/A
1025022	Scan Station 7x0 KCK 5 Yr Ext War		1	\$1,356.00		N/A	N/A
1055714	Scan Station 7x0 KCK 1Yr PW		1	\$336.00		N/A	N/A
1260231	Scan Station 7x0EX KCK 1 Yr Ext War		1	\$301.00		N/A	N/A
1337161	Scan Station 7x0EX KCK 3 Yr Ext War		1	\$941.00		N/A	N/A
1654748	Scan Station 7x0EX KCK 5 Yr Ext War		1	\$1,626.00		N/A	N/A
1680453	Scan Station 7x0EX KCK 1Yr PW		1	\$403.00		N/A	N/A

**ACCESSORIES AND CONSUMABLES**

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
8263006	Scan Station Keyboard And Stand		1	\$275.00		N/A	Customer
1199470	Legal Flatbed Accessory		1	\$495.00	YES	W-13	Customer
1894351	A3 Size Flatbed Accessory		1	\$1,400.00	YES	W-08	Customer
8269607	Feed Module For i1200/i1300/SS5XX/SS7XX/i2000		1	\$64.00		N/A	Customer
1484864	Feed Roller & Separation Pads For i1200/i1300/SS5XX/SS7XX/i2000		1	\$51.00		N/A	Customer
1736115	Separation Module For i1200/i1300/SS5XX/SS7XX/i2000		1	\$64.00		N/A	Customer

8535981	DS Roller Cleaning Pads	1	\$26.00	N/A	N/A
8965519	Staticide Wipes F Imglk & Scanners	1	\$63.00	N/A	N/A
1690783	DS Transport Cleaning Sheets	1	\$61.00	N/A	Customer
8266488	Brilliance Detailer Wipes For Scanners	1	\$19.00	N/A	N/A

## KODAK PS SERIES SCANNERS

### SCANNERS AND CARE KITS

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
1242957	Kodak PS50 "By Permission Only"		1	\$1,795.00		W-08	Customer
1993807	Picture Saver Scanning System PS50 "Sold through I/O Trak" TO BE DISCONTINUED		1	\$2,095.00		W-08	Customer
1084623	Picture Saver Scanning System PS55 Kit "Sold through I/O Trak"		1	\$500.00		W-08	Customer
1331115	Kodak PS80 "By Permission Only"		1	\$3,295.00		W-08	Customer
1099183	Picture Saver Scanning System PS80 "Sold though I/O Trak" TO BE DISCONTINUED		1	\$3,595.00		W-08	Customer
1417096	Kodak Picture Saver Scanning Software By Permission Only		1	\$300.00		W-08	Customer
1576768	PS50 KCK 2 Yr Ext War AUR		1	\$276.00		N/A	N/A
1703990	PS50 KCK 3 Yr Ext War AUR		1	\$469.00		N/A	N/A
1838937	PS55 KCK 2 Yr Ext War AUR		1	\$110.00		N/A	N/A
1993617	PS55 KCK 3 Yr Ext War AUR		1	\$187.00		N/A	N/A
1187111	PS80 KCK 2 Yr Ext War AUR		1	\$420.00		N/A	N/A
1526755	PS80 KCK 3 Yr Ext War AUR		1	\$714.00		N/A	N/A
1297373	PM KCK -all FE services except i8xx/i18xx/9xx/9500/9520/i5xx0/i5x50S	07/18/16	1	\$400.00		N/A	N/A

### ACCESSORIES AND CONSUMABLES

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
1884618	Photo Selector Accessory For PS50/PS55/PS80 "Sold through I/O Trak"		1	\$500.00		W-08	Customer
1695097	Gentle Photo Separation Module		1	\$185.00		N/A	Customer
1127935	Photo Selector Accessory PS50/PS55/PS80 KCK 2 Yr Ext War AUR		1	\$110.00		N/A	N/A
1960426	Picture Saver Standard Separation Module		1	\$164.00		N/A	Customer

1199256	Photo Selector Accessory PS50/PS55/PS80 KCK 3 Yr Ext War AUR	1	\$187.00		N/A	N/A
1755065	Carrying Case i2000/Photo Scanners	1	\$40.00		N/A	N/A
1894351	A3 Size Flatbed Accessory	1	\$1,400.00	YES	W-08	Customer
1199470	Legal Flatbed Accessory	1	\$495.00	YES	W-13	Customer

## i940 AND 11xx SERIES SCANNERS AND CARE KITS

### SCANNERS AND CARE KITS

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
1960988	Scanmate i940 Scanner-20ppm		1	\$395.00		W-13	Customer
1917343	Scanmate i940 ConnectCare Scanner-20ppm "By Permission Only"		1	Requires Quote		W-13	Customer
1664390	Scanmate i1150 Scanner - 30ppm		1	\$495.00		W-13	Customer
1179506	Scanmate i1150 Scanner For Govt - 30ppm		1	\$495.00		W-13	Customer
1131176	i1150WN Scanner - 30ppm		1	\$650.00		W-08	Customer
1333848	i1190 Scanner-40ppm		1	\$795.00	YES	W-13	Customer
1127398	i1190E Scanner-40ppm		1	\$895.00	YES	W-13	Customer
1832161	i1190WN Scanner - 40ppm		1	\$995.00		W-08	Customer
1048255	i9xx Series KCK 5Yr Ext War AUR		1	\$230.00		N/A	Customer
1404920	i11X0 KCK 2 Yr PW AUR		1	\$424.00		N/A	N/A
1507045	i11X0 KCK 5Yr Ext War AUR		1	\$424.00		N/A	N/A
1302793	i1150WN KCK 2Yr NBD Ext War AUR		1	\$130.00		N/A	N/A
1447168	i1150WN KCK 3Yr NBD Ext War AUR		1	\$195.00		N/A	N/A
1073543	i1150WN KCK 2Yr NBD PW AUR		1	\$259.00		N/A	N/A
1002179	i1180 KCK 5Yr Ext War AUR		1	\$424.00		N/A	N/A
1147966	i1190WN KCK 2Yr NBD Ext War AUR		1	\$199.00		N/A	N/A
1584895	i1190WN KCK 3Yr NBD Ext War AUR		1	\$299.00		N/A	N/A
1485770	i1190WN KCK 2Yr NBD PW AUR		1	\$397.00		N/A	N/A
1297373	PM KCK -all FE services except i8xx/i18xx/9xx/9500/9520/i5xx0/i5x50S	07/18/16	1	\$400.00		N/A	N/A

## ACCESSORIES AND CONSUMABLES

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
1756360	Kodak i11xxScanner Consumbale Kit		1	\$50.00		N/A	Customer
1894351	A3 Size Flatbed Accessary		1	\$1,400.00		N/A	Customer
1199470	Legal Flatbed Accessory		1	\$495.00		N/A	Customer

## i2000 SERIES SCANNERS

### SCANNERS AND CARE KITS

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
1486513	i2400 ConnectCare Scanner - 30ppm "By Permission Only"		1	Requires Quote	YES	W-13	Customer
1506369	i2420 Scanner -40ppm		1	\$895.00	YES	W-13	Customer
1169275	i2420 Scanner For Govt -40ppm		1	\$895.00	YES	W-13	Customer
1555994	i2600 ConnectCare Scanner - 50ppm "By Permission Only"		1	Requires Quote	YES	W-13	Customer
1509629	i2620 Scanner -60ppm		1	\$1,195.00	YES	W-13	Customer
1722719	i2620 Scanner For Govt -60ppm		1	\$1,195.00	YES	W-13	Customer
1676501	i2800 ConnectCare Scanner - 70ppm "By Permission Only"		1	Requires Quote	YES	W-13	Customer
1679380	i2820 Scanner -70ppm		1	\$1,695.00	YES	W-13	Customer
1999747	i2820 Scanner For Govt -70ppm		1	\$1,695.00	YES	W-13	Customer
1433283	i2900 Scanner - 60ppm		1	\$3,495.00	YES	W-08	Customer
1958750	i2900 Scanner For Govt		1	\$3,495.00	YES	W-08	Customer
1364074	i24/i26/i28XX KCK 5 Yr Ext War AUR		1	\$424.00		N/A	N/A
1818129	i24/i26/i28XX KCK 2 Yr PW AUR		1	\$424.00		N/A	N/A
1955632	i2900 KCK 1 Yr Ext War AUR NBD		1	\$449.00	YES*	N/A	N/A
1509116	i2900 KCK 3 Yr Ext War AUR NBD		1	\$1,400.00	YES*	N/A	N/A
1211945	i2900 KCK 5 Yr Ext War AUR NBD		1	\$2,418.00	YES*	N/A	N/A
1792704	i2900 KCK 1 Yr Ext War On-site NBD 1PM		1	\$674.00	YES*	N/A	N/A
1066257	i2900 KCK 3 Yr Ext War On-site NBD 1PM		1	\$2,101.00	YES*	N/A	N/A
1056696	i2900 KCK 5 Yr Ext War On-site NBD 1PM		1	\$3,630.00	YES*	N/A	N/A
1157304	i2900 KCK 1 Yr PW AUR NBD		1	\$599.00		N/A	N/A
1514124	i2900 KCK 1 Yr PW On-site NBD 1PM		1	\$899.00		N/A	N/A

1297373	PM KCK -all FE services except i8xx/i18xx/9xx/9500/9520/i5xx0/i5x50S	07/18/16	1	\$400.00		N/A	N/A
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### ACCESSORIES AND CONSUMABLES

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
1894351	A3 Size Flatbed Accessory		1	\$1,400.00	YES	W-08	Customer
1199470	Legal Flatbed Accessory		1	\$495.00	YES	W-13	Customer
1755065	Carrying Case i2000/Photo Scanners		1	\$40.00		N/A	N/A
1484864	Feed Roller & Separation Pads For i1200/i1300/SS5XX/i2000		1	\$51.00		N/A	Customer
1736115	Separation Module For i1200/i1300/SS5XX/i2000		1	\$64.00		N/A	Customer
8269607	Feed Module For i1200/i1300/SS5XX/i2000		1	\$64.00		N/A	Customer
1763218	i5xxx.i18xx,i2900,i3xxx Enhanced Printer Ink Cartridge Carrier	07/18/16	1	\$79.00		N/A	Customer

### i2900 ONLY

#### ACCESSORIES AND CONSUMABLES

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
1324391	ImPrinter Accessory for i2900 and i3000 Series		1	\$545.00		W-08	Customer
1428101	Feeder Consumables Kit for i2900/i3000 series	07/12/16	1	\$250.00		N/A	Customer
1364421	Black ADF Ground Accessory (QTY 1)		1	\$46.00		N/A	Customer
1763325	White FB Ground Accessory		1	\$156.00		N/A	Customer

### i3000 SERIES SCANNERS

#### SCANNERS AND CARE KITS

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
1640549	i3200 Scanner - 50ppm		1	\$4,495.00	YES	W-08	Customer
1788348	i3200 Scanner For Govt - 50ppm		1	\$4,495.00	YES	W-08	Customer
1788900	i3250 Scanner - 50ppm		1	\$4,995.00	YES	W-08	Customer
1086883	i3250 Scanner For Govt- 50ppm		1	\$4,995.00	YES	W-08	Customer
1034784	i3400 Scanner - 90ppm		1	\$5,495.00	YES	W-08	Customer



1094903	i3400 Scanner For Govt -90ppm		1	\$5,495.00	YES	W-08	Customer
1292937	i3450 Scanner - 80ppm		1	\$5,995.00	YES	W-08	Customer
1968023	i3450 Scanner For Govt - 80ppm		1	\$5,995.00	YES	W-08	Customer
1218551	i3x00 KCK 1 Yr Ext War AUR NBD		1	\$699.00	YES*	N/A	N/A
1606045	i3x00 KCK 3 Yr Ext War AUR NBD		1	\$2,101.00	YES*	N/A	N/A
1848183	i3x00 KCK 5 Yr Ext War AUR NBD		1	\$3,630.00	YES*	N/A	N/A
1138486	i3x00 KCK 1 Yr PW AUR NBD		1	\$899.00		N/A	N/A
1620301	i3x00 KCK 1 Yr Ext War On-site NBD 1PM		1	\$1,049.00	YES*	N/A	N/A
1774108	i3x00 KCK 3 Yr Ext War On-site NBD 1PM		1	\$3,036.00	YES*	N/A	N/A
1525286	i3x00 KCK 5 Yr Ext War On-site NBD 1PM		1	\$5,245.00	YES*	N/A	N/A
1294818	i3x00 KCK 1 Yr PW On-site NBD 1PM		1	\$1,299.00		N/A	N/A
1297373	PM KCK -all FE services except i8xx/i18xx/9xx/9500/9520/i5xx0/i5x50S	07/18/16	1	\$400.00		N/A	N/A

## ACCESSORIES AND CONSUMABLES

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
1894351	A3 Size Flatbed Accessory		1	\$1,400.00	YES	W-08	Customer
1324391	ImPrinter Accessory for i2900 and i3000 Series		1	\$545.00		W-08	Customer
1428101	Feeder Consumables Kit for i2900/i3000 series	07/12/16	1	\$250.00		N/A	Customer
1364421	Black ADF Ground Accessory (QTY 1)		1	\$46.00		N/A	Customer
1763325	White FB Ground Accessory		1	\$156.00		N/A	Customer
1199470	Legal Flatbed Accessory		1	\$495.00	YES	W-13	Customer
1763218	i5xxx.i18xx,i2900,i3xxx Enhanced Printer Ink Cartridge Carrier	07/18/16	1	\$79.00		N/A	Customer
1353226	i3000 Series Scanner Document Extender		1	\$440.00		N/A	Customer
1703594	i3000 Rear output Tray Accessory		1	\$220.00		N/A	Customer

## TRUPER SERIES SCANNERS

### SCANNERS AND CARE KITS

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
1359124	Truper 3210/3610 KCK 1 Yr PW NBD 1PM		1	\$1,286.00		N/A	N/A

1442862	Truper 3210/3610 KCK 1 Yr PW 4HR 1PM *		1	\$1,440.00		N/A	N/A
1297373	PM KCK -all FE services except i8xx/i18xx/9xx/9500/9520/i5xx0/i5x50S	07/18/16	1	\$400.00		N/A	N/A

## ACCESSORIES AND CONSUMABLES

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
8961955	Front Printer For Truper		1	\$2,008.00		W-03	Customer
1092436	Kit, Long Doct. Weight Truper		1	\$155.00		W-03	Customer
1535376	Shading Sheet, Truper(10)		1	\$64.00		N/A	Customer
8460321	Roller Exchange Kit, Truper		1	\$480.00		N/A	Customer
1033893	6X9 Souring Pad (Case of 25)		1	\$60.00		N/A	Customer
8965519	Staticide Wipes F Imglnk & Scanners		1	\$63.00		N/A	N/A
8535981	DS Roller Cleaning Pads		1	\$26.00		N/A	N/A

## i4000 SERIES SCANNERS

### SCANNERS AND CARE KITS

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
1681006	i4250 Scanner - 110ppm		1	\$9,995.00	YES	W-12	Customer
1600899	i4250 Scanner For Govt - 110ppm		1	\$9,995.00	Yes	W-12	Customer
1176031	i4650 Scanner - 130ppm		1	\$14,995.00	YES	W-12	Customer
1357193	i4650 Scanner For Govt - 130ppm		1	\$14,995.00	Yes	W-12	Customer
1738764	i4850 Scanner - 150ppm		1	\$19,995.00	YES	W-12	Customer
1733161	i4850 Scanner For Govt - 150ppm		1	\$19,995.00	Yes	W-12	Customer
1708015	i4200 KCK 1 Yr Ext War On-site NBD 1PM		1	\$1,298.00	YES*	N/A	N/A
1922798	i4200 KCK 1 Yr Ext War On-site 4HR 1PM *		1	\$1,725.00	YES*	N/A	N/A
8013252	i4200 KCK 2 Yr Ext War On-site NBD 1PM		1	\$2,876.00	YES*	N/A	N/A
1782101	i4200 KCK 2 Yr Ext War On-site 4HR 1PM *		1	\$3,824.00	YES*	N/A	N/A
1913359	i4200 KCK 3 Yr Ext War On-site NBD 1PM		1	\$4,234.00	YES*	N/A	N/A
1877570	i4200 KCK 5 Yr Ext War On-site NBD 1PM		1	\$7,313.00	YES*	N/A	N/A
8684508	i4200 KCK 3 Yr Ext War On-site 4HR 1PM*		1	\$5,629.00	YES*	N/A	N/A

1528629	i4200 KCK 5 Yr Ext War On-site 4HR 1PM *	1	\$9,723.00	YES*	N/A	N/A
8936957	i4200 KCK PW On-site NBD 1PM	1	\$1,730.00		N/A	N/A
1697473	i4200 KCK 2 Yr PW On-site NBD 1PM	1	\$3,287.00		N/A	N/A
1119064	i4200 KCK 3 Yr PW On-site NBD 1PM	1	\$4,619.00		N/A	N/A
1570704	i4200 KCK PW On-site 4HR 1PM *	1	\$2,300.00		N/A	N/A
1839182	i4200 KCK 2 Yr PW On-site 4HR 1PM *	1	\$4,370.00		N/A	N/A
1295138	i4200 KCK 3 Yr PW On-site 4HR 1PM *	1	\$6,141.00		N/A	N/A
1820893	i4250 KCK 1 Yr Ext War On-site NBD 1PM	1	\$1,298.00	YES*	N/A	N/A
1248210	i4250 KCK 2 Yr Ext War On-site NBD 1PM	1	\$2,876.00	YES*	N/A	N/A
1947092	i4250 KCK 3 Yr Ext War On-site NBD 1PM	1	\$4,234.00	YES*	N/A	N/A
1206184	i4250 KCK 5 Yr Ext War On-site NBD 1PM	1	\$7,313.00	YES*	N/A	N/A
1519164	i4250 KCK 1 Yr Ext War On-site 4HR 1PM*	1	\$1,725.00	YES*	N/A	N/A
1696624	i4250 KCK 2 Yr Ext War On-site 4HR 1PM *	1	\$3,824.00	YES*	N/A	N/A
1724343	i4250 KCK 3 Yr Ext War On-site 4HR 1PM *	1	\$5,629.00	YES*	N/A	N/A
1749829	i4250 KCK 5 Yr Ext War On-site 4HR 1PM *	1	\$9,723.00	YES*	N/A	N/A
1097559	i4250 KCK 1 Yr PW On-site NBD 1PM	1	\$1,730.00		N/A	N/A
1129121	i4250 KCK 2 Yr PW On-site NBD 1PM	1	\$3,287.00		N/A	N/A
1384528	i4250 KCK 3 Yr PW On-site NBD 1PM	1	\$4,619.00		N/A	N/A
1674365	i4250 KCK 1 Yr PW On-site 4HR 1PM *	1	\$2,300.00		N/A	N/A
1119023	i4250 KCK 2 Yr PW On-site 4HR 1PM *	1	\$4,370.00		N/A	N/A
1704162	i4250 KCK 3 Yr PW On-site 4HR 1PM *	1	\$6,141.00		N/A	N/A
8074957	i4600 KCK 1 Yr Ext War On-site NBD 1PM	1	\$2,115.00	YES*	N/A	N/A
8689002	i4600 KCK 1 Yr Ext War On-site 4HR 1PM *	1	\$2,625.00	YES*	N/A	N/A
8083404	i4600 KCK 2 Yr Ext War On-site NBD 1PM	1	\$4,688.00	YES*	N/A	N/A
8272957	i4600 KCK 2 Yr Ext War On-site 4HR 1PM *	1	\$5,819.00	YES*	N/A	N/A
8399313	i4600 KCK 3 Yr Ext War On-site NBD 1PM	1	\$6,592.00	YES*	N/A	N/A
1012665	i4600 KCK 5 Yr Ext War On-site NBD 1PM	1	\$11,992.00	YES*	N/A	N/A
8078974	i4600 KCK 3 Yr Ext War On-site 4HR 1PM *	1	\$8,181.00	YES*	N/A	N/A
1593946	i4600 KCK 5 Yr Ext War On-site 4HR 1PM *	1	\$14,796.00	YES*	N/A	N/A
8378366	i4600 KCK PW On-site NBD 1PM	1	\$2,820.00		N/A	N/A
1727049	i4600 KCK 2 Yr PW On-site NBD 1PM	1	\$5,358.00		N/A	N/A

1346998	i4600 KCK 3 Yr PW On-site NBD 1PM	1	\$7,191.00		N/A	N/A
8292765	i4600 KCK PW On-site 4HR 1PM *	1	\$3,500.00		N/A	N/A
1115526	i4600 KCK 2 Yr PW On-site 4HR 1PM *	1	\$6,650.00		N/A	N/A
1818392	i4600 KCK 3 Yr PW On-site 4HR 1PM *	1	\$8,925.00		N/A	N/A
1270156	i4650 KCK 1 Yr Ext War On-site NBD 1PM	1	\$2,115.00	YES*	N/A	N/A
1961754	i4650 KCK 2 Yr Ext War On-site NBD 1PM	1	\$4,688.00	YES*	N/A	N/A
1495258	i4650 KCK 3 Yr Ext War On-site NBD 1PM	1	\$6,592.00	YES*	N/A	N/A
1799899	i4650 KCK 5 Yr Ext War On-site NBD 1PM	1	\$11,922.00	YES*	N/A	N/A
1993484	i4650 KCK 1 Yr Ext War On-site 4HR 1 PM *	1	\$2,625.00	YES*	N/A	N/A
1474865	i4650 KCK 2 Yr Ext War On-site 4HR 1PM *	1	\$5,819.00	YES*	N/A	N/A
1638311	i4650 KCK 3 Yr Ext War On-site 4HR 1PM *	1	\$8,181.00	YES*	N/A	N/A
1925684	i4650 KCK 5 Yr Ext War On-site 4HR 1PM *	1	\$14,796.00	YES*	N/A	N/A
1165950	i4650 KCK 1 Yr PW On-site NBD 1PM	1	\$2,820.00		N/A	N/A
1884584	i4650 KCK 2 Yr PW On-site NBD 1PM	1	\$5,358.00		N/A	N/A
1424241	i4650 KCK 3 Yr PW On-site NBD 1PM	1	\$7,191.00		N/A	N/A
1459650	i4650 KCK 1 Yr PW On-site 4HR 1PM *	1	\$3,500.00		N/A	N/A
1686153	i4650 KCK 2 Yr PW On-site 4HR 1PM *	1	\$6,650.00		N/A	N/A
1764778	i4650 KCK 3 Yr PW On-site 4HR 1PM *	1	\$8,925.00		N/A	N/A
1509892	i4850 KCK 1 Yr Ext War On-site NBD 1PM	1	\$2,115.00	YES*	N/A	N/A
1643543	i4850 KCK 2 Yr Ext War On-site NBD 1PM	1	\$4,688.00	YES*	N/A	N/A
1883859	i4850 KCK 3 Yr Ext War On-site NBD 1PM	1	\$6,592.00	YES*	N/A	N/A
1410315	i4850 KCK 5 Yr Ext War On-site NBD 1PM	1	\$11,922.00	YES*	N/A	N/A
1620194	i4850 KCK 1 Yr Ext War On-site 4HR 1 PM *	1	\$2,880.00	YES*	N/A	N/A
1032010	i4850 KCK 2 Yr Ext War On-site 4HR 1PM *	1	\$6,384.00	YES*	N/A	N/A
1334226	i4850 KCK 3 Yr Ext War On-site 4HR 1PM *	1	\$8,976.00	YES*	N/A	N/A
1372457	i4850 KCK 5 Yr Ext War On-site 4HR 1PM *	1	\$16,234.00	YES*	N/A	N/A
1415918	i4850 KCK 1 Yr PW On-site NBD 1PM	1	\$2,820.00		N/A	N/A
1000124	i4850 KCK 2 Yr PW On-site NBD 1PM	1	\$5,358.00		N/A	N/A
1014778	i4850 KCK 3 Yr PW On-site NBD 1PM	1	\$7,191.00		N/A	N/A
1774728	i4850 KCK 1 Yr PW On-site 4HR 1PM *	1	\$3,840.00		N/A	N/A
1291079	i4850 KCK 2 Yr PW On-site 4HR 1PM *	1	\$7,296.00		N/A	N/A

1330067	i4850 KCK 3 Yr PW On-site 4HR 1PM *		1	\$9,792.00		N/A	N/A
1297373	PM KCK -all FE services except i8xx/i18xx/9xx/9500/9520/i5xx0/i5x50S	07/18/16	1	\$400.00		N/A	N/A

## ACCESSORIES AND CONSUMABLES

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
1894351	A3 Size Flatbed Accessory		1	\$1,400.00	YES	W-08	Customer
8096943	Printer Accessory For I4000 Series Scanners		1	\$453.00		N/A	Customer
1218940	Enhanced Printer Accessory For i4X50 Series Scanners		1	\$450.00		N/A	Customer
8348054	Lower/Upper Image Guide For i4000/i5000 Series Scanners Without Printer		1	\$162.00		N/A	Customer
8714438	Kodak Imaging Guide Set i4xxx/i5xxx (With Enhanced Printer)		1	\$184.00		N/A	Customer
8088239	Lower/Upper Flippable White Background For i4X00/i5X00 Series Scanners W/O Printer		1	\$162.00		N/A	Customer
1667641	Lower/Upper Flippable White Background For i4X50/i5X50 Series Scanners W/O Printer		1	\$250.00		N/A	Customer
8000853	Upper Flippable White Background For i4X00/i5X00 Series Scanners With Printer		1	\$162.00		N/A	Customer
1612605	Upper Flippable White Background For i4X50/i5X50 Series Scanners With Printer		1	\$250.00		N/A	Customer
8327538	Feeder Consumables Kit For i4000/i5000 Series Scanners		1	\$406.00		N/A	Customer
8387938	Extra Large Feeder Consumables Kit For i4000/i5000 Series Scanners		1	\$1,559.00		N/A	Customer
1462415	Extra-Extra Large Feeder Consumables Kit For i4000/i5000 Series Scanners		1	\$2,867.00		N/A	Customer
8445280	Feeder Kit For Ultra-Lightweight Paper For i4000/i5000 Series Scanners		1	\$748.00		N/A	Customer
1498476	i4xx,i5xx,i7xx,i6xx,i18xx 34 Inch Output Extender Tray		1	\$495.00		N/A	Customer
1626803	i4xx,i5xx,i7xx,i6xx,i18xx 30 Inch Output Extender Tray		1	\$468.00		N/A	Customer
1833946	i4xx,i5xx,i7xx,i6xx,i18xx 26 Inch Output Extender Tray		1	\$440.00		N/A	Customer
8183386	i600/i700/i800/i1800/i1400/i4000/NGENUITY Enhanced Printer Black Cartridge		1	\$463.00		N/A	Customer
1596832	i600/i700/i800/i1800/i1400/i4000/NGENUITY Enhanced Printer Red Cartridge		1	\$527.00		N/A	Customer

## i5000 SERIES SCANNERS

**SCANNERS AND CARE KITS**

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
8298432	i5200V Scanner - 140 ppm		1	\$30,000.00	YES	W-12	Customer
1464841	i5200V Scanner For Govt - 140ppm		1	\$30,000.00	YES	W-12	Customer
1524677	i5250 Scanner - 150 ppm	08/01/16	1	\$30,000.00	YES	W-12	Customer
1524677	i5250 Scanner for Govt- 150 ppm	08/01/16	1	\$30,000.00	YES	W-12	Customer
1759380	i5250V Scanner - 150 ppm		1	\$30,000.00	YES	W-12	Customer
8352494	i5600V Scanner - 170 ppm		1	\$45,000.00	YES	W-12	Customer
1207844	i5650 Scanner - 180 ppm	08/01/16	1	\$45,000.00	YES	W-12	Customer
1473230	i5650V Scanner - 180 ppm		1	\$45,000.00	YES	W-12	Customer
8296634	i5600V Scanner For Govt - 170ppm		1	\$45,000.00	YES	W-12	Customer
1408871	i5200 Upgrade to i5600 Scanner		1	\$20,000.00		N/A	Kodak Alaris
1488402	i5200V Upgrade to i5600V Scanner		1	\$20,000.00		N/A	Customer
1615962	i5850 Scanner -210ppm	08/01/16	1	\$80,000.00	YES	W-12	Kodak Alaris
1759042	i5850 Scanner For Govt -210ppm	08/01/16	1	\$80,000.00	YES	W-12	Kodak Alaris
1230473	i52X0 KCK 1 Yr Ext War 4 Hr 1PM		1	\$3,718.00	YES*	N/A	N/A
1600725	i52X0 KCK 2 Yr Ext War 4 Hr 1PM		1	\$8,242.00	YES*	N/A	N/A
1671528	i52X0 KCK 3 Yr Ext War 4 Hr 1PM		1	\$11,587.00	YES*	N/A	N/A
1672930	i52X0 KCK 5 Yr Ext War 4 Hr 1PM		1	\$20,957.00	YES*	N/A	N/A
1235050	i52X0 KCK 1 Yr PW 4 Hr 1PM		1	\$4,957.00		N/A	N/A
1082387	i52X0 KCK 2 Yr PW 4 Hr 1PM		1	\$9,419.00		N/A	N/A
1044148	i52X0 KCK 3 Yr PW 4 Hr 1PM		1	\$12,641.00		N/A	N/A
1774082	i56X0 KCK 1 Yr Ext War 4 Hr 1PM		1	\$5,508.00	YES*	N/A	N/A
1373489	i56X0 KCK 2 Yr Ext War 4 Hr 1PM		1	\$12,209.00	YES*	N/A	N/A
1790187	i56X0 KCK 3 Yr Ext War 4 Hr 1PM		1	\$18,176.00	YES*	N/A	N/A
1853738	i56X0 KCK 5 Yr Ext War 4 Hr 1PM		1	\$31,396.00	YES*	N/A	N/A
1489962	i56X0 KCK 1 Yr PW 4 Hr 1PM		1	\$7,344.00		N/A	N/A
1532381	i56X0 KCK 2 Yr PW 4 Hr 1PM		1	\$13,954.00		N/A	N/A
1319375	i56X0 KCK 3 Yr PW 4 Hr 1PM		1	\$19,829.00		N/A	N/A
1568351	i58x0 KCK 1 Yr Ext War 4Hr 1PM *		1	\$8,331.00	YES*	N/A	N/A
1040468	i58x0 KCK 2 Yr Ext War 4Hr 1PM *		1	\$18,468.00	YES*	N/A	N/A

1427046	i58x0 KCK 3 Yr Ext War 4Hr 1PM *	1	\$27,493.00	YES*	N/A	N/A	
1992130	i58x0 KCK 5 Yr Ext War 4Hr 1PM *	1	\$47,489.00	YES*	N/A	N/A	
1657063	i58x0 KCK 1 Yr PW 4HR 1PM *	1	\$11,108.00		N/A	N/A	
1955749	i58x0 KCK 2 Yr PW 4 Hr 1PM	1	\$21,106.00		N/A	N/A	
1031590	i58x0 KCK 3 Yr PW 4 Hr 1PM	1	\$29,993.00		N/A	N/A	
1297373	PM KCK -all FE services except i8xx/i18xx/9xx/9500/9520/i5xx0/i5x50S	07/18/16	1	\$400.00		N/A	N/A

## ACCESSORIES AND CONSUMABLES

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
1509546	Controlled Dual Stacking Accy for i58X0 Scanner		1	\$10,000.00		W-12	Kodak Alaris
1408756	i5000 Series Enhanced Printer		1	\$450.00		W-12	Customer
1213743	i5X50 Enhanced Printer		1	\$450.00		W-12	Customer
1673953	Manual Feeder i52X0/i56X0 Scanners		1	\$1,200.00		W-12	Customer
1694256	Manual Feeder i5800/i5850 Scanners		1	\$1,200.00		W-12	Customer
8348054	Lower/Upper Image Guide For i4000/i5000 Series Scanners Without Printer		1	\$162.00		N/A	Customer
8714438	Kodak Imaging Guide Set i4xxx/i5xxx (With Enhanced Printer)		1	\$184.00		N/A	Customer
8327538	Feeder Consumables Kit For i4000/i5000 Series Scanners		1	\$406.00		N/A	Customer
1667641	Lower/Upper Flippable White Background For i4X50/i5X50 Series Scanners W/O Printer		1	\$250.00		N/A	Customer
1612605	Upper Flippable White Background For i4X50/i5X50 Series Scanners With Printer		1	\$250.00		N/A	Customer
8387938	Extra Large Feeder Consumables Kit For i4000/i5000 Series Scanners		1	\$1,559.00		N/A	Customer
1462415	Extra-Extra Large Feeder Consumables Kit For i4000/i5000 Series Scanners		1	\$2,867.00		N/A	Customer
8445280	Feeder Kit For Ultra-Lightweight Paper For i4000/i5000 Series Scanners		1	\$748.00		N/A	Customer
1257633	i1800/i5000 Printer Ink Blotter-Front		1	\$250.00		N/A	Customer
1763218	i5xxx.i18xx,i2900,i3xxx Enhanced Printer Ink Cartridge Carrier	07/18/16	1	\$79.00		N/A	Customer
1498476	i4xx,i5xx,i7xx,i6xx,i18xx 34 Inch Output Extender Tray		1	\$495.00		N/A	Customer
1626803	i4xx,i5xx,i7xx,i6xx,i18xx 30 Inch Output Extender Tray		1	\$468.00		N/A	Customer
1833946	i4xx,i5xx,i7xx,i6xx,i18xx 26 Inch Output Extender Tray		1	\$440.00		N/A	Customer

1650621	Rear Exit Tray Accessory for i52X0/i56X0 Scanners	1	\$600.00	N/A	Customer
1185859	i5000 Series Lead Edge Alignment Exit Tray Accessory	1	\$600.00	N/A	Customer

## i5000S SERIES SCANNERS+

### + AVAILABLE THROUGH CRANEL AND NEW WAVE ONLY

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
1078161	i5850S Scanner -210ppm +	07/01/16	1	\$90,000.00	YES	W-12	Kodak Alaris
1694868	i5850S KCK 1 Yr Ext War 4 Hr 1PM +	07/01/16	1	\$10,125.00	YES*	N/A	N/A
1722149	i5850S KCK 2 Yr Ext War 4 Hr 1PM +	07/01/16	1	\$22,444.00	YES*	N/A	N/A
1073071	i5850S KCK 3 Yr Ext War 4 Hr 1PM +	07/01/16	1	\$33,413.00	YES*	N/A	N/A
1515782	i5850S KCK 5 Yr Ext War 4 Hr 1PM +	07/01/16	1	\$57,718.00	YES*	N/A	N/A
1063056	i5850S KCK 1 Yr PW 4 Hr 1PM +	07/01/16	1	\$14,175.00		N/A	N/A
1527456	i5850S KCK 2 Yr PW 4 Hr 1PM +	07/01/16	1	\$28,279.00		N/A	N/A
1331370	i5850S KCK 3 Yr PW 4 Hr 1PM +	07/01/16	1	\$40,186.00		N/A	N/A
1151844	i5850S Additional PM +	07/01/16	1	\$2,000.00		N/A	N/A

## PROFESSIONAL SERVICES

### INSTALLATION AND TRAINING CARE KITS

#### + AVAILABLE THROUGH CRANEL AND NEW WAVE ONLY

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
1644905	i5x50S System Design - Required Professional Service	07/01/16	1	\$2,750.00		N/A	N/A
1752880	i5x50S Job Configuration and Advanced Training - Required Professional Service	07/01/16	1	\$1,750.00		N/A	N/A
1391242	i5x50S Capture Process Evaluation - Optional Professional Service	07/01/16	1	Requires Quote		N/A	N/A
1552298	i5x50S Key Operator Training - Optional Professional Service	07/01/16	1	Requires Quote		N/A	N/A

## ACCESSORIES AND CONSUMABLES

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
1213743	i5X50 Enhanced Printer		1	\$450.00		W-12	Customer



1894351	A3 Size Flatbed Accessory	1	\$1,400.00	YES	W-08	Customer
8327538	Feeder Consumables Kit For i4000/i5000 Series Scanners	1	\$406.00		N/A	Customer
1667641	Lower/Upper Flippable White Background For i4X50/i5X50 Series Scanners W/O Printer	1	\$250.00		N/A	Customer
1612605	Upper Flippable White Background For i4X50/i5X50 Series Scanners With Printer	1	\$250.00		N/A	Customer
8387938	Extra Large Feeder Consumables Kit For i4000/i5000 Series Scanners	1	\$1,559.00		N/A	Customer
1199470	Legal Flatbed Accessory	1	\$495.00	YES	W-13	Customer
1462415	Extra-Extra Large Feeder Consumables Kit For i4000/i5000 Series Scanners	1	\$2,867.00		N/A	Customer
8445280	Feeder Kit For Ultra-Lightweight Paper For i4000/i5000 Series Scanners	1	\$748.00		N/A	Customer
1185859	i5000 Series Lead Edge Alignment Exit Tray Accessory	1	\$600.00		N/A	Customer

## i1800 SERIES SCANNERS

### SCANNERS AND CARE KITS

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
8761850	i1860 Scanner - 200ppm		1	\$88,400.00	YES	W-12	Kodak Alaris
1238195	i1860 Scanner For Govt - 200ppm		1	\$88,400.00	YES	W-12	Kodak Alaris
1955327	i1860 KCK 1 Yr Ext War		1	\$7,818.00	YES*	N/A	N/A
1626373	i1860 KCK 2 Yr Ext War		1	\$17,330.00	YES*	N/A	N/A
8140469	i1860 KCK 3 Yr Ext War		1	\$25,799.00	YES*	N/A	N/A
1740034	i1860 KCK 5 Yr Ext War 4HR 2 PM *		1	\$44,563.00	YES*	N/A	N/A
8851065	i1860 KCK PW		1	\$10,921.00		N/A	N/A
8819963	i1800 Printer KCK 1 Yr Ext War		1	\$1,326.00		N/A	N/A
8853384	i1800 Printer KCK 2 Yr Ext War		1	\$3,093.00		N/A	N/A
8436107	i1800 Printer KCK 3 Yr Ext War		1	\$4,860.00		N/A	N/A
1612183	i1800 Printer KCK PW		1	\$1,799.00		N/A	N/A

### ACCESSORIES AND CONSUMABLES

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
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8776254	i1800 High-Resolution Printer MaintenanceKit		1	\$176.00	N/A	Customer
8949000	i600/i700/i1800 White Background Accessory		1	\$85.00	N/A	Customer
8014755	i600/i700/i1800 Black Background Accessory		1	\$68.00	N/A	Customer
8965279	i600/i700/i1800 Ultralight Feeder Kit		1	\$893.00	N/A	Customer
1976703	i600/i700/i1800 Imaging Guides		1	\$190.00	N/A	Customer
1084755	i600/i700/i1800 Consumables Kit		1	\$483.00	N/A	Customer
8426157	i600/i700/i1800 Ex-Large Consumables Kit		1	\$1,844.00	N/A	Customer
1343680	i600/i700/i1800 XXL Consumables Kit		1	\$3,346.00	N/A	Customer
1257633	i1800/i5000 Printer Ink Blotter-Front		1	\$250.00	N/A	Customer
1141472	i1800 Printer Ink Blotter-Rear		1	\$186.00	N/A	Customer
8183386	i600/i700/i800/i1800/i1400/i4000/NGENUITY Enhanced Printer Black Cartridge		1	\$463.00	N/A	Customer
1596832	i600/i700/i800/i1800/i1400/i4000/NGENUITY Enhanced Printer Red Cartridge		1	\$527.00	N/A	Customer
8221376	High Resolution Printer Black Cartridge For i1800 Scanners & IL MircoImageR 70		1	\$760.00	N/A	Customer
8221376	High Resolution Printer Black Cartridge For i1800 Scanners & IL MircoImageR 70		2	\$700.00	N/A	Customer
8221376	High Resolution Printer Black Cartridge For i1800 Scanners & IL MircoImageR 70		4	\$619.00	N/A	Customer
1456532	High Resolution Printer Red Cartridge For i1800 Scanners & IL MircoImageR 70		1	\$841.00	N/A	Customer
1456532	High Resolution Printer Red Cartridge For i1800 Scanners & IL MircoImageR 70		2	\$776.00	N/A	Customer
1456532	High Resolution Printer Red Cartridge For i1800 Scanners & IL MircoImageR 70		4	\$688.00	N/A	Customer
1567684	Firewire Card For MV HV Scanners		1	\$274.00	N/A	Customer
1763218	i5xxx.i18xx,i2900,i3xxx Enhanced Printer Ink Cartridge Carrier	07/18/16	1	\$79.00	N/A	Customer
1498476	i4xx,i5xx,i7xx,i6xx,i18xx 34 Inch Output Extender Tray		1	\$495.00	N/A	Customer
1626803	i4xx,i5xx,i7xx,i6xx,i18xx 30 Inch Output Extender Tray		1	\$468.00	N/A	Customer
1833946	i4xx,i5xx,i7xx,i6xx,i18xx 26 Inch Output Extender Tray		1	\$440.00	N/A	Customer

## SOFTWARE, CARE KITS, ACCESSORIES, AND CONSUMABLES FOR DISCONTINUED SCANNERS

### i5x, i6x and i8x SCANNER ACCESSORIES

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
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1623362	Feed Module F/Scanner i50/i55/i60/i65/i80	1	\$98.00	N/A	Customer
1544303	i55/i65 Feed Roller Kit	1	\$89.00	N/A	Customer

### SCAN STATION 100 CARE KITS AND ACCESSORIES

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
1747849	Feed Module		1	\$98.00		N/A	Customer

### SCAN STATION 500/520 CARE KITS AND ACCESSORIES

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
8952525	Scan Station 500/520 KCK PW		1	\$370.00		N/A	N/A
1297373	PM KCK -all FE services except i8xx/i18xx/9xx/9500/9520/i5xx0/i5x50S	07/18/16	1	\$400.00		N/A	N/A
8263006	Scan Station Keyboard And Stand		1	\$275.00		N/A	Customer
8269607	Feed Module For i1200/i1300/SS5XX/i2000		1	\$64.00		N/A	Customer
1736115	Separation Module For i1200/i1300/SS5XX/i2000		1	\$64.00		N/A	Customer
1484864	Feed Roller & Separation Pads For i1200/i1300/SS5XX/i2000		1	\$51.00		N/A	Customer

### i100 SERIES SCANNER CARE KITS, ACCESSORIES AND CONSUMABLES

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
1185040	i150/i160 KCK PW		1	\$991.00		N/A	N/A
1241066	i100/i200/i1400 Feeder Consumablesable Kit		1	\$360.00		N/A	Customer
8215808	i100/i200/i1400 Extra Large Feeder Consumables Kit		1	\$1,479.00		N/A	Customer
8535981	DS Roller Cleaning Pads		1	\$26.00		N/A	N/A
8965519	Staticide Wipes F ImgInk & Scanners		1	\$63.00		N/A	N/A
1200278	Imaging Guide i250/i260 MOD.3/i280/i1xx		1	\$168.00		N/A	N/A

### PHOTO SCANNING SYSTEM

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
8266488	Brilliance Detailer Wipes For Scanners		1	\$19.00		N/A	N/A

## i200 SERIES CARE KITS AND ACCESSORIES

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
8554149	i250/i260/i280 KCK PW		1	\$1,094.00		N/A	N/A
8166480	i250/i260/i280 KCK PW 1PM		1	\$1,494.00		N/A	N/A
8546079	i200 WiperAccessory		1	\$229.00		N/A	Customer
1317304	i200 Calibration Kit		1	\$49.00		N/A	Customer
1355155	i800/3/4/7/9/i1400 Printer Ink Cartridge		1	\$519.00		N/A	Customer
8267486	i200/i800/3/4/i1400 Printer Ink Cartridge Carrier		1	\$79.00		N/A	Customer
1690783	DS Transport Cleaning Sheets		1	\$61.00		N/A	Customer
8965519	Staticide Wipes F Imglk & Scanners		1	\$63.00		N/A	N/A
8535981	DS Roller Cleaning Pads		1	\$26.00		N/A	N/A
1271436	DS Calibration Target Pack For Scanner		1	\$49.00		N/A	Customer
1241066	i100/i200/i1400 Feeder Consumablesable Kit		1	\$360.00		N/A	Customer
8215808	i100/i200/i1400 Extra Large Feeder Consumables Kit		1	\$1,479.00		N/A	Customer
8405425	i200/i600/i700/i1400 Printer Ink Blotters		1	\$156.00		N/A	Customer
1200278	Imaging Guide i250/i260 MOD.3/i280/i1xx		1	\$168.00		N/A	N/A
1401728	i800 Ink Blotter		1	\$179.00		N/A	Customer

## SIDEKICK ACCESSORIES AND CONSUMABLES

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
1070820	Roller Exchange Kit Black , SK		1	\$570.00		N/A	Customer
1284124	Roller Exchange Kit White, SK		1	\$418.00		N/A	Customer
8535981	DS Roller Cleaning Pads		1	\$26.00		N/A	N/A

## i900 SERIES AND i1100 SERIES SCANNER ACCESSORIES AND CONSUMABLES

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
8467839	Scanmate i9xx Series Feeder Module Accessory		1	\$41.00		N/A	Customer
1406750	Carrying Case i9xx Series Scanners		1	\$40.00		N/A	N/A
1775246	Scanmate i920 Separation Module		1	\$35.00		N/A	Customer
8946097	Scanmate i1120 Pre-Separation Pad		1	\$65.00		N/A	Customer
1226034	Scanmate i1120 Feed Roller Assembly		1	\$58.00		N/A	Customer
8245862	Scanmate i1120 Cleaning Swab		1	\$38.00		N/A	Customer

## i1200 and i1300 SERIES SCANNER ACCESSORIES

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
8269607	Feed Module For i1200/i1300/SS5XX/i2000		1	\$64.00		N/A	Customer
1736115	Separation Module For i1200/i1300/SS5XX/i2000		1	\$64.00		N/A	Customer
1484864	Feed Roller & Separation Pads For i1200/i1300/SS5XX/i2000		1	\$51.00		N/A	Customer

## i1400 SERIES SCANNER CARE KIT AND ACCESSORIES

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
1452838	i1400 KCK PW		1	\$1,012.00		N/A	N/A
1241066	i100/i200/i1400 Feeder Consumablesable Kit		1	\$360.00		N/A	Customer
8215808	i100/i200/i1400 Extra Large Feeder Consumables Kit		1	\$1,479.00		N/A	Customer
1355155	i800/3/4/7/9/i1400 Printer Ink Cartridge		1	\$519.00		N/A	Customer
8183386	i600/i700/i800/i1800/i1400/i4000/NGENUITY Enhanced Printer Black Cartridge		1	\$463.00		N/A	Customer
1596832	i600/i700/i800/i1800/i1400/i4000/NGENUITY Enhanced Printer Red Cartridge		1	\$527.00		N/A	Customer
8405425	i200/i600/i700/i1400 Printer Ink Blotters		1	\$156.00		N/A	Customer

1133842	i6/i7/i14/i4xxx Enhanced Printer Ink Cartridge Carrier	1	\$79.00	N/A	Customer
8267486	i200/i800/3/4/i1400 Printer Ink Cartridge Carrier	1	\$79.00	N/A	Customer
1978253	Imaging Guide Set F/I1400 Scanners	1	\$185.00	N/A	Customer

## TRUPER 3200/3600 CARE KITS

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
8954851	BOWE BELL & HOWELL Truper 3200/3600 KCK 1 Yr PW NBD		1	\$1,278.00		N/A	N/A
1747682	BOWE BELL & HOWELL Truper 3200/3600 KCK 1 Yr PW 4HR *		1	\$1,431.00		N/A	N/A

## i600 SERIES CARE KITS

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
8525941	i610 KCK PW		1	\$3,524.00		N/A	N/A
1586247	i610 KCK PW 2PM		1	\$3,924.00		N/A	N/A
8340341	i610 KCK PW 4PM		1	\$4,724.00		N/A	N/A
1528223	i610 KCK 2 Yr PW 4HR 1PM *		1	\$6,343.00		N/A	N/A
1639624	i610 KCK 3 Yr PW 4HR 1PM *		1	\$9,515.00		N/A	N/A
1396811	i620 KCK PW		1	\$4,048.00		N/A	N/A
8739369	i620 KCK PW 2PM		1	\$4,448.00		N/A	N/A
8450108	i620 KCK PW 4PM		1	\$5,248.00		N/A	N/A
1325554	i620 KCK 2 Yr PW 4HR 1PM *		1	\$7,286.00		N/A	N/A
1871599	i620 KCK 3 Yr PW 4HR 1PM *		1	\$10,930.00		N/A	N/A
8724213	i640 KCK PW		1	\$5,548.00		N/A	N/A
1418375	i640 KCK 2 Yr PW 4HR 1PM *		1	\$9,986.00		N/A	N/A
1502210	i640 KCK 3 Yr PW 4HR 1PM *		1	\$14,980.00		N/A	N/A
8230666	i660 KCK PW		1	\$7,047.00		N/A	N/A
1911627	i660 KCK 2 Yr PW 4HR 1PM *		1	\$12,685.00		N/A	N/A
1775873	i660 KCK 3 Yr PW 4HR 1PM *		1	\$19,027.00		N/A	N/A

## i600 ACCESSORIES AND CONSUMABLES

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
8183386	i600/i700/i800/i1800/i1400/i4000/NGENUITY Enhanced Printer Black Cartridge		1	\$463.00		N/A	Customer
1596832	i600/i700/i800/i1800/i1400/i4000/NGENUITY Enhanced Printer Red Cartridge		1	\$527.00		N/A	Customer
1084755	i600/i700/i1800 Consumables Kit		1	\$483.00		N/A	Customer
8426157	i600/i700/i1800 Ex-Large Consumables Kit		1	\$1,844.00		N/A	Customer
8949000	i600/i700/i1800 White Background Accessory		1	\$85.00		N/A	Customer
8014755	i600/i700/i1800 Black Background Accessory		1	\$68.00		N/A	Customer
8965279	i600/i700/i1800 Ultralight Feeder Kit		1	\$893.00		N/A	Customer
1976703	i600/i700/i1800 Imaging Guides		1	\$190.00		N/A	Customer
1343680	i600/i700/i1800 XXL Consumables Kit		1	\$3,346.00		N/A	Customer
8405425	i200/i600/i700/i1400 Printer Ink Blotters		1	\$156.00		N/A	Customer
1133842	i6/i7/i14/i4xxx Enhanced Printer Ink Cartridge Carrier		1	\$79.00		N/A	Customer
1567684	Firewire Card For MV HV Scanners		1	\$274.00		N/A	Customer
1498476	i4xx,i5xx,i7xx,i6xx,i18xx 34 Inch Output Extender Tray		1	\$495.00		N/A	Customer
1626803	i4xx,i5xx,i7xx,i6xx,i18xx 30 Inch Output Extender Tray		1	\$468.00		N/A	Customer
1833946	i4xx,i5xx,i7xx,i6xx,i18xx 26 Inch Output Extender Tray		1	\$440.00		N/A	Customer

## i700 SERIES CARE KITS

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
8529117	i730 KCK PW		1	\$4,391.00		N/A	N/A
1279041	i730 KCK 2 Yr PW 4HR 1PM *		1	\$7,904.00		N/A	N/A
1689116	i730 KCK 3 Yr PW 4HR 1PM *		1	\$11,856.00		N/A	N/A
8311375	i750 KCK PW		1	\$5,783.00		N/A	N/A
1066190	i750 KCK 2 Yr PW 4HR 1PM *		1	\$10,409.00		N/A	N/A
1097799	i750 KCK 3 Yr PW 4HR 1PM *		1	\$15,614.00		N/A	N/A

8028862	i780 KCK PW	1	\$7,711.00	N/A	N/A
1253004	i780 KCK 2 Yr PW 4HR 1PM *	1	\$13,880.00	N/A	N/A
1647544	i780 KCK 3 Yr PW 4HR 1PM *	1	\$20,820.00	N/A	N/A

## i700 ACCESSORIES AND CONSUMABLES

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
8183386	i600/i700/i800/i1800/i1400/i4000/NGENUITY Enhanced Printer Black Cartridge		1	\$463.00		N/A	Customer
1596832	i600/i700/i800/i1800/i1400/i4000/NGENUITY Enhanced Printer Red Cartridge		1	\$527.00		N/A	Customer
1084755	i600/i700/i1800 Consumables Kit		1	\$483.00		N/A	Customer
8426157	i600/i700/i1800 Ex-Large Consumables Kit		1	\$1,844.00		N/A	Customer
8949000	i600/i700/i1800 White Background Accessory		1	\$85.00		N/A	Customer
8014755	i600/i700/i1800 Black Background Accessory		1	\$68.00		N/A	Customer
8965279	i600/i700/i1800 Ultralight Feeder Kit		1	\$893.00		N/A	Customer
1976703	i600/i700/i1800 Imaging Guides		1	\$190.00		N/A	Customer
1343680	i600/i700/i1800 XXL Consumables Kit		1	\$3,346.00		N/A	Customer
8405425	i200/i600/i700/i1400 Printer Ink Blotters		1	\$156.00		N/A	Customer
1133842	i6/i7/i14/i4xxx Enhanced Printer Ink Cartridge Carrier		1	\$79.00		N/A	Customer
1567684	Firewire Card For MV HV Scanners		1	\$274.00		N/A	Customer
1498476	i4xx,i5xx,i7xx,i6xx,i18xx 34 Inch Output Extender Tray		1	\$495.00		N/A	Customer
1626803	i4xx,i5xx,i7xx,i6xx,i18xx 30 Inch Output Extender Tray		1	\$468.00		N/A	Customer
1833946	i4xx,i5xx,i7xx,i6xx,i18xx 26 Inch Output Extender Tray		1	\$440.00		N/A	Customer

## i800 ACCESSORIES AND CARE KITS

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
8205676	i810/i820 KCK PW		1	\$9,663.00		N/A	N/A
1396340	i810/i820 KCK 2 Yr PW 4HR 2PM *		1	\$17,393.00		N/A	N/A
1223080	i810/i820 KCK 3 Yr PW		1	\$26,090.00		N/A	N/A



8963696	i830/i840 KCK PW	1	\$12,424.00	N/A	N/A
1731264	i830/i840 KCK 2 Yr PW 4HR 2PM *	1	\$22,363.00	N/A	N/A
1921816	i830/i840 KCK 3 Yr PW	1	\$33,545.00	N/A	N/A
8389181	Feeder Consumables Kit F/i800 SCNRS	1	\$1,775.00	N/A	Customer
1491869	Calibration Kit F/i800 Scanners	1	\$208.00	N/A	Customer
1401728	i800 Ink Blotter	1	\$179.00	N/A	Customer
1564418	Imaging Guide Set F/i800 Scanners	1	\$216.00	N/A	Customer
8766545	White Imaging Lamp Scanner 5/18/3/4/5/7 Ctn1	1	\$186.00	N/A	Customer
8803041	Ultra Lt Wgt Paper Feeder Kit F/i800	1	\$2,000.00	N/A	Customer
8267486	i200/i800/3/4/i1400 Printer Ink Cartridge Carrier	1	\$79.00	N/A	Customer
1355155	i800/3/4/7/9/i1400 Printer Ink Cartridge	1	\$519.00	N/A	Customer
1354075	Extra Large Feeder Consumables Kit/i800	1	\$6,211.00	N/A	Customer
8183386	i600/i700/i800/i1800/i1400/i4000/NGENUITY Enhanced Printer Black Cartridge	1	\$463.00	N/A	Customer
1596832	i600/i700/i800/i1800/i1400/i4000/NGENUITY Enhanced Printer Red Cartridge	1	\$527.00	N/A	Customer

## i1800 SERIES CARE KIT

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
8728651	i1840 KCK PW		1	\$9,279.00		N/A	N/A

## NGENUITY CARE KITS, ACCESSORIES AND CONSUMABLES

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
8425563	NGENUITY 9090DB KCK 1 Yr Ext War 4HR 1PM *		1	\$2,035.00	YES*	N/A	N/A
1000181	NGENUITY 9090DB KCK 2 Yr Ext War 4HR 1PM *		1	\$4,511.00	YES*	N/A	N/A
8183261	NGENUITY 9090DB KCK 3 Yr Ext War 4HR 1PM *		1	\$6,342.00	YES*	N/A	N/A
1839430	NGENUITY 9090DB KCK 5 Yr Ext War 4HR 1PM *		1	\$11,471.00	YES*	N/A	N/A
1035831	NGENUITY 9090DB KCK 1 Yr PW 4HR 1PM *		1	\$2,713.00		N/A	N/A
1109396	NGENUITY 9090DB KCK 2 Yr PW 4HR 1PM *		1	\$5,155.00		N/A	N/A

1157833	NGENUITY 9090DB KCK 3 Yr PW 4HR 1PM *	1	\$6,919.00		N/A	N/A
1204957	NGENUITY 9090DC KCK 1 Yr Ext War 4HR 1PM *	1	\$2,262.00	YES*	N/A	N/A
8595555	NGENUITY 9090DC KCK 2 Yr Ext War 4HR 1PM *	1	\$5,014.00	YES*	N/A	N/A
8820052	NGENUITY 9090DC KCK 3 Yr Ext War 4HR 1PM *	1	\$7,050.00	YES*	N/A	N/A
1732379	NGENUITY 9090DC KCK 5 Yr Ext War 4HR 1PM *	1	\$12,750.00	YES*	N/A	N/A
8820854	NGENUITY 9090DC KCK 1 Yr PW 4HR 1PM *	1	\$3,016.00		N/A	N/A
1618883	NGENUITY 9090DC KCK 2 Yr PW 4HR 1PM *	1	\$5,730.00		N/A	N/A
1790161	NGENUITY 9090DC KCK 3 Yr PW 4HR 1PM *	1	\$7,691.00		N/A	N/A
1060466	NGENUITY 9125DC KCK 1 Yr Ext War 4HR 1PM *	1	\$2,827.00	YES*	N/A	N/A
8562886	NGENUITY 9125DC KCK 2 Yr Ext War 4HR 1PM *	1	\$6,267.00	YES*	N/A	N/A
1083146	NGENUITY 9125DC KCK 3 Yr Ext War 4HR 1PM *	1	\$8,812.00	YES*	N/A	N/A
1581925	NGENUITY 9125DC KCK 5 Yr Ext War 4HR 1PM *	1	\$15,935.00	YES*	N/A	N/A
1676964	NGENUITY 9125DC KCK 1 Yr PW 4HR 1PM *	1	\$3,770.00		N/A	N/A
1066281	NGENUITY 9125DC KCK 2 Yr PW 4HR 1PM *	1	\$7,164.00		N/A	N/A
1239136	NGENUITY 9125DC KCK 3 Yr PW 4HR 1PM *	1	\$9,614.00		N/A	N/A
8353534	NGENUITY 9150DC KCK 1 Yr Ext War 4HR 1PM *	1	\$4,812.00	YES*	N/A	N/A
8735979	NGENUITY 9150DC KCK 2 Yr Ext War 4HR 1PM *	1	\$10,667.00	YES*	N/A	N/A
1265321	NGENUITY 9150DC KCK 3 Yr Ext War 4HR 1PM *	1	\$14,997.00	YES*	N/A	N/A
1089572	NGENUITY 9150DC KCK 5 Yr Ext War 4HR 1PM *	1	\$27,124.00	YES*	N/A	N/A
1831247	NGENUITY 9150DC KCK 1 Yr PW 4HR 1PM *	1	\$6,416.00		N/A	N/A
1757574	NGENUITY 9150DC KCK 2 Yr PW 4HR 1PM *	1	\$12,190.00		N/A	N/A
1695063	NGENUITY 9150DC KCK 3 Yr PW 4HR 1PM *	1	\$16,361.00		N/A	N/A
1297373	PM KCK -all FE services except i8xx/i18xx/9xx/9500/9520/i5xx0/i5x50S 07/18/16	1	\$400.00		N/A	N/A
8634230	NGENUITY Front/Rear Printer Kit	1	\$1,586.00		W-06	Customer
1620640	NGENUITY Glass Flat Assembly	1	\$40.00		N/A	Customer
1766674	NGENUITY Small Roller Kit	1	\$449.00		N/A	Customer
8443491	NGENUITY Medium Roller Kit	1	\$1,333.00		N/A	Customer
1158153	NGENUITY Large Roller Kit	1	\$2,681.00		N/A	Customer
1797158	Blower Brush	1	\$50.00		N/A	Customer
1998103	NGENUITY Camera Calibration Kit	1	\$50.00		N/A	Customer
8965519	Staticide Wipes F Imglk & Scanners	1	\$63.00		N/A	N/A

1690783	DS Transport Cleaning Sheets	1	\$61.00	N/A	Customer
8535981	DS Roller Cleaning Pads	1	\$26.00	N/A	N/A
1651975	Tech Wipes (10 Per Case)	1	\$50.00	N/A	Customer
8029654	NGENUITY Straight Pass Through Exit Tray	1	\$110.00	N/A	Customer
1829779	NGENUITY Small Roller Kit-V2	1	\$369.00	N/A	Customer
1211515	NGENUITY Medium Roller Kit-V2	1	\$1,417.00	N/A	Customer
1195460	NGENUITY Large Roller Kit-V2	1	\$2,606.00	N/A	Customer
1750462	NGENUITY Ultralight Feeder Kit	1	\$680.00	N/A	Customer
8183386	i600/i700/i800/i1800/i1400/i4000/NGENUITY Enhanced Printer Black Cartridge	1	\$463.00	N/A	Customer
1596832	i600/i700/i800/i1800/i1400/i4000/NGENUITY Enhanced Printer Red Cartridge	1	\$527.00	N/A	Customer

## DIGITAL SCIENCE DOCUMENT

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
1629153	1500/2500 KCK PW		1	\$1,306.00		N/A	N/A
8767535	3500/3510/3520D KCK PW		1	\$3,109.00		N/A	N/A
1287820	3520DP KCK PW		1	\$4,852.00		N/A	N/A
1572650	3590C/4500D KCK PW		1	\$4,379.00		N/A	N/A
1701358	4500DP KCK PW		1	\$5,107.00		N/A	N/A
1788231	7520D KCK PW		1	\$10,237.00		N/A	N/A
1370212	7520S KCK PW		1	\$9,256.00		N/A	N/A
8150799	9520S KCK PW		1	\$15,610.00		N/A	N/A
1408145	9520D KCK PW		1	\$18,285.00		N/A	N/A
1775485	DS Roller Exchange Kit/F SCN 2500D		1	\$838.00		N/A	Customer
1912427	DS Roller Exchange Kit/SCN 1500S/1500D		1	\$838.00		N/A	Customer

## DIGITAL SCIENCE DOCUMENT SCANNER 3000 SERIES

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
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8394306	PTR Ink Blotters For 3000/4000 SCNR	1	\$43.00	N/A	Customer
8535981	DS Roller Cleaning Pads	1	\$26.00	N/A	N/A
8066318	DS Img Guide/For Scanner 3500	1	\$183.00	N/A	Customer
1537240	DS Feed Module 150/Scanner 3500	1	\$383.00	N/A	Customer
8965519	Staticide Wipes F Imglnk & Scanners	1	\$63.00	N/A	N/A
8280604	Sep Rtn Roller Kit F/3XX/4XX Scanner	1	\$244.00	N/A	Customer
1569664	Front Imaging Guide For 3590C	1	\$200.00	N/A	Customer
8546012	Maintenance Kit/F 3000 Scanner	1	\$614.00	N/A	Customer
1271436	DS Calibration Target Pack For Scanner	1	\$49.00	N/A	Customer
1085992	250 Feed Mod Kit F/35X/45X Scanners	1	\$636.00	N/A	Customer
1588052	Sep Rtn Roller Type 2 3000/4000 SCNR	1	\$318.00	N/A	Customer
1690783	DS Transport Cleaning Sheets	1	\$61.00	N/A	Customer
1397785	35XX/45XX Separation Roller Kit XL	1	\$889.00	N/A	Customer
1068493	250 Feed Mod Kit-ExLarge 35X/45X	1	\$1,700.00	N/A	Customer

### DIGITAL SCIENCE DOCUMENT SCANNER 4500 SERIES

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
1271436	DS Calibration Target Pack For Scanner		1	\$49.00		N/A	Customer
8384885	Ink Cartridge Carrier F 3/4000 Scanner		1	\$70.00		N/A	Customer
8250698	Imaging Guide For 4000 Scanners		1	\$154.00		N/A	Customer
1085992	250 Feed Mod Kit F/35X/45X Scanners		1	\$636.00		N/A	Customer
8280604	Sep Rtn Roller Kit F/3XX/4XX Scanner		1	\$244.00		N/A	Customer
1397785	35XX/45XX Separation Roller Kit XL		1	\$889.00		N/A	Customer
1068493	250 Feed Mod Kit-ExLarge 35X/45X		1	\$1,700.00		N/A	Customer

### DIGITAL SCIENCE DOCUMENT SCANNERS 3/5/7xxx IMAGING DROP OUT ELEMENTS

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
8766545	White Imaging Lamp Scanner 5/18/3/4/5/7 Ctn1		1	\$186.00		N/A	Customer

## DIGITAL SCIENCE DOCUMENT SCANNER 9000/7500/5500

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
8346538	ADF Repl Kit F/5/7/9000 SCN		1	\$1,904.00		N/A	Customer
1226562	Upper Imaging Guide For Kodak IL 900/9000 Series Scanners		1	\$250.00		N/A	Customer
1214584	Lower Imaging Guide For Kodak IL 900/9000 Series Scanners		1	\$250.00		N/A	Customer

## DIGITAL SCIENCE DOCUMENT SCANNER 900 Series Accessories

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
1658483	KDS Super 12 MaintenanceKit		1	\$226.00		N/A	Customer
1226562	Upper Imaging Guide For Kodak IL 900/9000 Series Scanners		1	\$250.00		N/A	Customer
1214584	Lower Imaging Guide For Kodak IL 900/9000 Series Scanners		1	\$250.00		N/A	Customer
1578707	White Imaging Lamp for Kodak IL 900 Series Scanners		1	\$313.00		N/A	Customer

## BOWE BELL & HOWELL SPECTRUM SCANNER CARE KITS AND ACCESSORIES

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
8294993	Calibration Control Sheet Kit		1	\$50.00		N/A	Customer
8167678	Separator Roller For SPECTRUM		1	\$1,091.00		N/A	Customer
8857971	Separator Roller		1	\$128.00		N/A	Customer
1289610	Replacement Lamp, Spectrum Ctn/2		1	\$161.00		N/A	Customer
8112419	Lamp Assembly 8000+		1	\$124.00		N/A	Customer
1473669	Glass-Transport		1	\$49.00		N/A	Customer
1569128	Kit, Skimmer Assy, Molded		1	\$711.00		N/A	Customer
8090300	Kit, Separator Roller		1	\$143.00		N/A	Customer
8626004	Kit, Camera Calib.,Spectrum XF		1	\$60.00		N/A	Customer
8704801	Roller Assembly, Skimmer		1	\$306.00		N/A	Customer

1651975	Tech Wipes (10 Per Case)	1	\$50.00	N/A	Customer
1162056	Foam Swab	1	\$40.00	N/A	Customer

## SOFTWARE

### CAPTURE PRO

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
1390244	Capture Pro Software Group A With 3 Yr Software Assurance And Start-Up Assistance		1	\$1,000.00		N/A	Customer
1941244	Capture Pro Software Group A With 5 Yr Software Assurance And Start-Up Assistance		1	\$1,115.00		N/A	Customer
1093236	Capture Pro Software Group B With 3 Yr Software Assurance And Start-Up Assistance		1	\$1,452.00		N/A	Customer
1268697	Capture Pro Software Group B With 5 Yr Software Assurance And Start-Up Assistance		1	\$1,636.00		N/A	Customer
1206986	Capture Pro Software Group C With 1 Yr Software Assurance And Start-Up Assistance		1	\$2,554.00		N/A	Customer
1021559	Capture Pro Software Group C With 3 Yr Software Assurance And Start-Up Assistance		1	\$2,987.00		N/A	Customer
1193861	Capture Pro Software Group C With 5 Yr Software Assurance And Start-Up Assistance		1	\$3,328.00		N/A	Customer
1282102	Capture Pro Software Group D With 1 Yr Software Assurance And Start-Up Assistance		1	\$3,284.00		N/A	Customer
1374735	Capture Pro Software Group D With 3 Yr Software Assurance And Start-Up Assistance		1	\$3,893.00		N/A	Customer
1014653	Capture Pro Software Group D With 5 Yr Software Assurance And Start-Up Assistance		1	\$4,370.00		N/A	Customer
1866961	Capture Pro Software Group DX With 1 Yr Software Assurance And Start-Up Assistance		1	\$6,181.00		N/A	Customer
1109602	Capture Pro Software Group DX With 3 Yr Software Assurance And Start-Up Assistance		1	\$7,484.00		N/A	Customer
1246644	Capture Pro Software Group DX With 5 Yr Software Assurance And Start-Up Assistance		1	\$8,507.00		N/A	Customer
1323658	Capture Pro Software Group E With 1 Yr Software Assurance And Start-Up Assistance		1	\$9,560.00	YES	N/A	Customer
1186519	Capture Pro Software Group E With 3 Yr Software Assurance And Start-Up Assistance		1	\$11,675.00	YES	N/A	Customer
1089457	Capture Pro Software Group E With 5 Yr Software Assurance And Start-Up Assistance		1	\$13,336.00	YES	N/A	Customer
1587468	Capture Pro Software Group F With 1 Yr Software Assurance And Start-Up Assistance		1	\$12,637.00	YES	N/A	Customer

1904879	Capture Pro Software Group F With 3 Yr Software Assurance And Start-Up Assistance	1	\$15,488.00	YES	N/A	Customer
1647759	Capture Pro Software Group F With 5 Yr Software Assurance And Start-Up Assistance	1	\$17,728.00	YES	N/A	Customer
1409044	Capture Pro Software Group G With 1 Yr Software Assurance And Start-Up Assistance	1	\$19,816.00	YES	N/A	Customer
1180462	Capture Pro Software Group G With 3 Yr Software Assurance And Start-Up Assistance	1	\$24,389.00	YES	N/A	Customer
1458371	Capture Pro Software Group G With 5 Yr Software Assurance And Start-Up Assistance	1	\$27,982.00	YES	N/A	Customer
1406792	Capture Pro Software Indexing With 1 Yr Software Assurance And Start-Up Assistance	1	\$1,448.00		N/A	Customer
1175371	Capture Pro Software Indexing With 3 Yr Software Assurance And Start-Up Assistance	1	\$1,727.00		N/A	Customer
1352129	Capture Pro Software Indexing With 5 Yr Software Assurance And Start-Up Assistance	1	\$1,946.00		N/A	Customer
1394741	Capture Pro Software Auto Import With 1 Yr Software Assurance And Start-Up Assistance	1	\$6,778.00	YES	N/A	Customer
1837483	Capture Pro Software Auto Import With 3 Yr Software Assurance And Start-Up Assistance	1	\$8,224.00	YES	N/A	Customer
1048982	Capture Pro Software Auto Import With 5 Yr Software Assurance And Start-Up Assistance	1	\$9,360.00	YES	N/A	Customer
1371293	Capture Pro Group A Software Assurance Renewal, 3 Yr	1	\$251.00		N/A	N/A
1244607	Capture Pro Group A Software Assurance Renewal, 5 Yr	1	\$366.00		N/A	N/A
1439272	Capture Pro Group B Software Assurance Renewal, 3 Yr	1	\$402.00		N/A	N/A
1205061	Capture Pro Group B Software Assurance Renewal, 5 Yr	1	\$586.00		N/A	N/A
1239490	Capture Pro Group C Software Assurance Renewal, 1 Yr	1	\$309.00		N/A	N/A
1779321	Capture Pro Group C Software Assurance Renewal, 3 Yr	1	\$742.00		N/A	N/A
1454354	Capture Pro Group C Software Assurance Renewal, 5 Yr	1	\$1,083.00		N/A	N/A
1999135	Capture Pro Group D Software Assurance Renewal, 1 Yr	1	\$434.00		N/A	N/A
1087816	Capture Pro Group D Software Assurance Renewal, 3 Yr	1	\$1,043.00		N/A	N/A
1304948	Capture Pro Group D Software Assurance Renewal, 5 Yr	1	\$1,520.00		N/A	N/A
1000389	Capture Pro Group DX Software Assurance Renewal, 1 Yr	1	\$931.00		N/A	N/A
1397868	Capture Pro Group DX Software Assurance Renewal, 3 Yr	1	\$2,234.00		N/A	N/A
1282615	Capture Pro Group DX Software Assurance Renewal, 5 Yr	1	\$3,257.00		N/A	N/A
1445592	Capture Pro Group E Software Assurance Renewal, 1 Yr	1	\$1,510.00		N/A	N/A
1921550	Capture Pro Group E Software Assurance Renewal, 3 Yr	1	\$3,625.00		N/A	N/A

1386549	Capture Pro Group E Software Assurance Renewal, 5 Yr	1	\$5,286.00	N/A	N/A
1807544	Capture Pro Group F Software Assurance Renewal, 1 Yr	1	\$2,232.00	N/A	N/A
1647866	Capture Pro Group F Software Assurance Renewal, 3 Yr	1	\$4,888.00	N/A	N/A
1358449	Capture Pro Group F Software Assurance Renewal, 5 Yr	1	\$7,128.00	N/A	N/A
1946615	Capture Pro Group G Software Assurance Renewal, 1 Yr	1	\$3,266.00	N/A	N/A
1009422	Capture Pro Group G Software Assurance Renewal, 3 Yr	1	\$7,839.00	N/A	N/A
1075746	Capture Pro Group G Software Assurance Renewal, 5 Yr	1	\$11,432.00	N/A	N/A
1964394	Capture Pro Index Software Assurance Renewal, 1 Yr	1	\$199.00	N/A	N/A
1274281	Capture Pro Group Index Software Assurance Renewal, 3 Yr	1	\$478.00	N/A	N/A
1036854	Capture Pro Group Index Software Assurance Renewal, 5 Yr	1	\$697.00	N/A	N/A
1017938	Capture Pro Auto Import Software Assurance Renewal, 1 Yr	1	\$1,033.00	N/A	N/A
1472018	Capture Pro Group Auto Import Software Assurance Renewal, 3 Yr	1	\$2,479.00	N/A	N/A
1844331	Capture Pro Group Auto Import Software Assurance Renewal, 5 Yr	1	\$3,615.00	N/A	N/A

## CAPTURE PRO NETWORK EDITION

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
1314525	Capture Pro Server Software With 1 Yr Software Assurance And Start-Up Assistance		1	\$7,460.00	YES	N/A	Customer
1453273	Capture Pro Server Software With 3 Yr Software Assurance And Start-Up Assistance		1	\$9,154.00	YES	N/A	Customer
1539956	Capture Pro Server Software With 5 Yr Software Assurance And Start-Up Assistance		1	\$10,485.00	YES	N/A	Customer
1355684	Capture Pro Output Server Module With 1 Yr Software Assurance And Start-Up Assistance		1	\$7,496.00	YES	N/A	Customer
1333954	Capture Pro Output Server Module With 3 Yr Software Assurance And Start-Up Assistance		1	\$9,240.00	YES	N/A	Customer
1657071	Capture Pro Output Server Module With 5 Yr Software Assurance And Start-Up Assistance		1	\$10,611.00	YES	N/A	Customer
1917749	Capture Pro Software Group A Client With 1 Yr Software Assurance		1	\$604.00	YES	N/A	Customer
1778091	Capture Pro Software Group A Client With 3 Yr Software Assurance		1	\$750.00	YES	N/A	Customer
1541168	Capture Pro Software Group A Client With 5 Yr Software Assurance		1	\$865.00	YES	N/A	Customer
1614452	Capture Pro Software Group B Client With 1 Yr Software Assurance		1	\$968.00	YES	N/A	Customer
1823830	Capture Pro Software Group B Client With 3 Yr Software Assurance		1	\$1,202.00	YES	N/A	Customer



1159185	Capture Pro Software Group B Client With 5 Yr Software Assurance	1	\$1,386.00	YES	N/A	Customer
1363084	Capture Pro Software Group C Client With 1 Yr Software Assurance	1	\$1,804.00	YES	N/A	Customer
1795020	Capture Pro Software Group C Client With 3 Yr Software Assurance	1	\$2,237.00	YES	N/A	Customer
1295070	Capture Pro Software Group C Client With 5 Yr Software Assurance	1	\$2,578.00	YES	N/A	Customer
1143056	Capture Pro Software Group D Client With 1 Yr Software Assurance	1	\$2,534.00	YES	N/A	Customer
1216985	Capture Pro Software Group D Client With 3 Yr Software Assurance	1	\$3,143.00	YES	N/A	Customer
1528157	Capture Pro Software Group D Client With 5 Yr Software Assurance	1	\$3,620.00	YES	N/A	Customer
1845718	Capture Pro Software Group DX Client With 1 Yr Software Assurance	1	\$5,431.00	YES	N/A	Customer
1290576	Capture Pro Software Group DX Client With 3 Yr Software Assurance	1	\$6,734.00	YES	N/A	Customer
1842632	Capture Pro Software Group DX Client With 5 Yr Software Assurance	1	\$7,757.00	YES	N/A	Customer
1915172	Capture Pro Software Group E Client With 1 Yr Software Assurance	1	\$8,810.00	YES	N/A	Customer
1369255	Capture Pro Software Group E Client With 3 Yr Software Assurance	1	\$10,925.00	YES	N/A	Customer
1672310	Capture Pro Software Group E Client With 5 Yr Software Assurance	1	\$12,586.00	YES	N/A	Customer
1773225	Capture Pro Software Group F Client With 1 Yr Software Assurance	1	\$11,887.00	YES	N/A	Customer
1127406	Capture Pro Software Group F Client With 3 Yr Software Assurance	1	\$14,738.00	YES	N/A	Customer
1161926	Capture Pro Software Group F Client With 5 Yr Software Assurance	1	\$16,978.00	YES	N/A	Customer
1464643	Capture Pro Software Group G Client With 1 Yr Software Assurance	1	\$19,066.00	YES	N/A	Customer
1983709	Capture Pro Software Group G Client With 3 Yr Software Assurance	1	\$23,639.00	YES	N/A	Customer
1227115	Capture Pro Software Group G Client With 5 Yr Software Assurance	1	\$27,232.00	YES	N/A	Customer
1439017	Capture Pro Software Indexing Client With 1 Yr Software Assurance	1	\$1,198.00		N/A	Customer
1004563	Capture Pro Software Indexing Client With 3 Yr Software Assurance	1	\$1,477.00		N/A	Customer
1111418	Capture Pro Software Indexing Client With 5 Yr Software Assurance	1	\$1,696.00		N/A	Customer
1163310	Capture Pro Software Auto Import Client With 1 Yr Software Assurance	1	\$6,028.00	YES	N/A	Customer
1322627	Capture Pro Software Auto Import Client With 3 Yr Software Assurance	1	\$7,474.00	YES	N/A	Customer
1369164	Capture Pro Software Auto Import Client With 5 Yr Software Assurance	1	\$8,610.00	YES	N/A	Customer

## CAPTURE PRO ACCESSORIES

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
1594480	KCP Optional Hardware Key		1	\$100.00		N/A	Customer

1757723	KCP Software Optional Dvd	1	\$20.00	N/A	Customer
1821289	KCP Software Dongle Conversion	1	\$250.00	N/A	Customer

## ASSET MANAGEMENT SOFTWARE

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
1067156	Asset Management Software Server Bundle w/3 Yr Software Assurance Start-Up Assistance		1	\$3,500.00		N/A	Customer

## INFO INPUT EXPRESS +

+ AVAILABLE THROUGH NEW WAVE AND CRANEL ONLY

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
1586445	INFO INPUT EXPRESS SW WITH 3YR SW MAINT +		1	\$295.00	YES	N/A	CUSTOMER
1112739	INFO INPUT EXPRESS SW WITH 5YR SW MAINT +		1	\$338.00	YES	N/A	CUSTOMER
1626225	INFO INPUT EXPRESS SERVER & OCR EXPORT WITH 1YR SW MAINT +		1	\$6,600.00	YES	N/A	CUSTOMER
1571082	INFO INPUT EXPRESS SERVER & OCR EXPORT WITH 3YR SW MAINT +		1	\$8,140.00	YES	N/A	CUSTOMER
1194331	INFO INPUT EXPRESS SERVER & OCR EXPORT WITH 5YR SW MAINT +		1	\$9,350.00	YES	N/A	CUSTOMER
1253384	INFO INPUT EXPRESS CLIENT LICENSE 10PK WITH 1YR SW MAINT +		1	\$15,600.00	YES	N/A	CUSTOMER
1368182	INFO INPUT EXPRESS CLNT LICENSE 10PK WITH 3YR SW MAINT +		1	\$19,240.00	YES	N/A	CUSTOMER
1804228	INFO INPUT EXPRESS CLNT LICENSE 10PK WITH 5YR SW MAINT +		1	\$22,100.00	YES	N/A	CUSTOMER
1834217	INFO INPUT EXP SW 3YR SW MAINT RENEWAL +		1	\$96.00		N/A	N/A
1039460	INFO INPUT EXP SVR OCR 1Y SW MAINT RENEWAL +		1	\$1,100.00		N/A	N/A
1289909	INFO INPUT EXP SVR OCR 3Y SW MAINT RENEWAL +		1	\$2,640.00		N/A	N/A
1378157	INFO INPUT EXP SVR OCR 5Y SW MAINT RENEWAL +		1	\$3,850.00		N/A	N/A
1291129	INFO INPUT EX CNT LIC 10 1Y SW MAINT RENEWAL +		1	\$2,600.00		N/A	N/A
1743491	INFO INPUT EX CNT LIC 10 3Y SW MAINT RENEWAL +		1	\$6,240.00		N/A	N/A
1827302	INFO INPUT EX CNT LIC 10 5Y SW MAINT RENEWAL +		1	\$9,100.00		N/A	N/A

## INFO INPUT SOLUTIONS +

**+ AVAILABLE THROUGH NEW WAVE AND CRANEL ONLY**

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
1460716	INFO INPUT PRODUCTION SERVER WITH 1YR SWA +		1	\$2,400.00	YES	N/A	CUSTOMER
1190024	INFO INPUT PRODUCTION SERVER WITH 3YR SWA +		1	\$2,960.00	YES	N/A	CUSTOMER
1308162	INFO INPUT OCR EXPORT MODULE WITH 1YR SWA, INTERNAL USE +	07/20/16	1	\$6,000.00	YES	N/A	CUSTOMER
1442557	INFO INPUT OCR EXPORT MODULE WITH 3YR SWA, INTERNAL USE +	07/20/16	1	\$7,500.00	YES	N/A	CUSTOMER
1336619	INFO INPUT OCR EXPORT MODULE WITH 1YR SWA, SVC BUREAU USE +	07/20/16	1	\$17,400.00	YES	N/A	CUSTOMER
1835982	INFO INPUT OCR EXPORT MODULE WITH 3YR SWA, SVC BUREAU USE +	07/20/16	1	\$20,700.00	YES	N/A	CUSTOMER
1249218	INFO INPUT CLIENT UNDER 170PPM WITH 1YR SWA +	07/20/16	1	\$3,000.00	YES	N/A	CUSTOMER
1492537	INFO INPUT CLIENT UNDER 170PPM WITH 3YR SWA +	07/20/16	1	\$3,700.00	YES	N/A	CUSTOMER
1185610	INFO INPUT CLIENT 170PPM AND OVER WITH 1YR SWA +	07/20/16	1	\$10,800.00	YES	N/A	CUSTOMER
1836535	INFO INPUT CLIENT 170PPM AND OVER WITH 3YR SWA +		1	\$13,320.00	YES	N/A	CUSTOMER
1839497	INFO INPUT PRODUCTION SERVER 1YR SWA RENEWAL +		1	\$400.00		N/A	N/A
1690668	INFO INPUT PRODUCTION SERVER 3YR SWA RENEWAL +		1	\$960.00		N/A	N/A
1112580	INFO INPUT OCR EXPORT MODULE 1YR SWA RENEWAL, INTERNAL USE +	07/20/16	1	\$1,000.00		N/A	N/A
1347921	INFO INPUT OCR EXPORT MODULE 3YR SWA RENEWAL, INTERNAL USE +	07/20/16	1	\$2,500.00		N/A	N/A
1233394	INFO INPUT OCR EXPORT MODULE 1YR SWA RENEWAL, SVC BUREAU USE +	07/20/16	1	\$2,900.00		N/A	N/A
1581610	INFO INPUT OCR EXPORT MODULE 3YR SWA RENEWAL, SVC BUREAU USE +	07/20/16	1	\$6,200.00		N/A	N/A
1071844	INFO INPUT CLIENT UNDER 170PPM 1YR SWA RENEWAL +	07/20/16	1	\$500.00		N/A	N/A
1082825	INFO INPUT CLIENT UNDER 170PPM 3YR SWA RENEWAL +	07/20/16	1	\$1,200.00		N/A	N/A
1610856	INFO INPUT CLIENT 170PPM AND OVER 1YR SWA RENEWAL +	07/20/16	1	\$1,800.00		N/A	N/A
1821701	INFO INPUT CLIENT 170PPM AND OVER 3YR SWA RENEWAL +	07/20/16	1	\$4,320.00		N/A	N/A
1502426	INFO INPUT MOBILE LICENSE 10PK 1YR SWA RENEWAL +		1	\$320.00		N/A	N/A
1545300	INFO INPUT MOBILE LICENSE 10PK 3YR SWA RENEWAL +		1	\$768.00		N/A	N/A

**INFO INPUT SOLUTIONS ACCESSORIES +**

**+ AVAILABLE THROUGH NEW WAVE AND CRANEL ONLY**

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
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1765833	INFO INPUT MOBILE LICENSE (PACK OF 10) WITH 1YR SWA +	1	\$1,920.00	YES	N/A	CUSTOMER
1399674	INFO INPUT MOBILE LICENSE (PACK OF 10) WITH 3YR SWA +	1	\$2,368.00	YES	N/A	CUSTOMER
1163229	INFO INPUT MOBILE LICENSE (PACK OF 10) WITH 5YR SWA +	1	\$2,720.00	YES	N/A	CUSTOMER

## SERVICE AND SUPPORT

### PM CAREKITS

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
1297373	PM KCK -all FE services except i8xx/i18xx/9xx/9500/9520/i5xx0/i5x50S	07/18/16	1	\$400.00		N/A	N/A

## MULTI-VENDOR SERVICE CARE KITS

### CANON CARE KITS

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
8427361	CANON DR-2010C2050C2580C3010C KCK 2YR EW AUROPM		1	\$104.00		N/A	N/A
1557842	CANON 3020/5010/6080/9050 KCK War Upgrade NBD		1	\$668.00		N/A	N/A
8309551	CANON 3020/5010/6080/9050 KCK War Upgrade 4HR **		1	\$748.00		N/A	N/A
8157190	CANON 3020/5010/6080/9050 KCK PW NBD		1	\$1,057.00		N/A	N/A
8516064	CANON 3020/5010/6080/9050 KCKPW 4HR **		1	\$1,184.00		N/A	N/A
8947681	CANON 5080 KCK PW NBD		1	\$1,678.00		N/A	N/A
1697333	CANON 5080 KCK PW 4HR **		1	\$1,880.00		N/A	N/A
1821024	CANON DR-X10C KCK War Upgrade NBD		1	\$1,756.00		N/A	N/A
8099442	CANON DR-X10C KCK War Upgrade 4HR **		1	\$1,967.00		N/A	N/A
8481111	CANON DR-X10C KCK PW NBD		1	\$2,195.00		N/A	N/A
1465590	CANON DR-X10C KCK PW 4HR **		1	\$2,458.00		N/A	N/A
1747070	CANON DR--G-1100 KCK 1 Yr NBD 1PM		1	\$977.00		N/A	N/A
1403872	CANON DR-7080/7580/9080/4580 KCK War Upgrade NBD		1	\$958.00		N/A	N/A
8737983	CANON DR-7080/7580/9080/4580 KCK War Upgrade 4HR **		1	\$1,072.00		N/A	N/A
1634286	CANON DR-7080/7580/9080/4580 KCK PW NBD		1	\$1,478.00		N/A	N/A
1679828	CANON DR-7080/7580/9080/4580 KCK PW 4HR **		1	\$1,655.00		N/A	N/A
8746034	CANON DR-7090 KCK War Upgrade NBD 1PM		1	\$984.00		N/A	N/A
1110857	CANON DR-7090 KCK 2 Yr War Upgrade NBD 1PM		1	\$2,085.00		N/A	N/A

1222439	CANON DR-7090 KCK 3 Yr War Upgrade NBD 1PM	1	\$3,187.00	N/A	N/A
1046549	CANON DR-7090 KCK 1 Yr PW NBD 1PM	1	\$1,311.00	N/A	N/A
1032176	CANON 6010/6050/7550 KCK 1 Yr War NBD	1	\$588.00	N/A	N/A
1214238	CANON 6010/6050/7550 KCK 1 Yr PW NBD	1	\$928.00	N/A	N/A
1214790	CANON 6010/6050/7550 KCK 3 Yr PW NBD	1	\$2,785.00	N/A	N/A
1990563	CANON CS-8800F/9000F KCK 2 Yr AUR OPM	1	\$104.00	N/A	N/A
1157312	CANON DR-M160 KCK 1 Yr AUR OPM	1	\$115.00	N/A	N/A
1785963	CANON DR-M160 KCK 2 Yr AUR OPM	1	\$212.00	N/A	N/A
1662899	CANON DR-M160 KCK 3 Yr AUR OPM	1	\$293.00	N/A	N/A
1136423	CANON DR-M160 KCK 5 Yr AUR OPM	1	\$466.00	N/A	N/A

### FUJITSU CARE KITS

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
1536408	FUJITSU 4340/5530 KCK War Upgrade NBD		1	\$626.00		N/A	N/A
1567510	FUJITSU 4340/5530/6140/6240 KCK War Upgrade 4HR **		1	\$701.00		N/A	N/A
1776376	FUJITSU 4340/5530/6140/6240 KCK PW NBD		1	\$902.00		N/A	N/A
8386443	FUJITSU 4340/5530/6140/6240 KCK PW 4HR **		1	\$1,010.00		N/A	N/A
8016248	FUJITSU 4860/5900 KCK War Upgrade NBD		1	\$2,095.00		N/A	N/A
8311391	FUJITSU 4860/5900 KCK War Upgrade 4HR **		1	\$2,346.00		N/A	N/A
1073725	FUJITSU 4860/5900 KCK NBD		1	\$2,830.00		N/A	N/A
1113604	FUJITSU 4860/5900 KCK 4HR **		1	\$3,170.00		N/A	N/A
8165771	FUJITSU 5650/5750/6670/6770 KCK War Upgrade NBD		1	\$878.00		N/A	N/A
8595225	FUJITSU 5650/5750/6670/6770 KCK War Upgrade 4HR **		1	\$983.00		N/A	N/A
1731611	FUJITSU 5650/5750/6670/6770 KCK PW NBD		1	\$1,208.00		N/A	N/A
8175465	FUJITSU 5650/5750/6670/6770 KCK PW 4HR **		1	\$1,353.00		N/A	N/A
8418337	FUJITSU 4340/5530/6140/6240 Consumablesable KCK War Upgrade NBD		1	\$1,084.00		N/A	N/A
8476251	FUJITSU 4340/5530/6140/6240 Consumablesable KCK War Upgrade 4HR **		1	\$1,214.00		N/A	N/A
8880130	FUJITSU 4340/5530/6140/6240 Consumablesable KCK PW NBD		1	\$1,240.00		N/A	N/A

1913276	FUJITSU 4340/5530/6140/6240 Consumablesable KCK PW 4HR **	1	\$1,389.00	N/A	N/A
1860543	FUJITSU 4860/5900 Consumablesable KCK War Upgrade NBD 2PM	1	\$4,720.00	N/A	N/A
8536955	FUJITSU 4860/5900 Consumablesable KCK War Upgrade 4HR 2 PM **	1	\$5,286.00	N/A	N/A
8629438	FUJITSU 48605900 Consumablesable KCK PW NBD 2PM	1	\$5,750.00	N/A	N/A
8400368	FUJITSU 4860/5900 Consumablesable KCK PW 4HR 2PM **	1	\$6,440.00	N/A	N/A
8578254	FUJITSU 5650/5750/6670/6770 Consumablesable KCK War Upgrade NBD 2PM	1	\$1,517.00	N/A	N/A
1282847	FUJITSU 5650/5750/6670/6770 Consumablesable KCK War Upgrade 4HR 2PM **	1	\$1,699.00	N/A	N/A
8285132	FUJITSU 5650/5750/6670/6770 Consumablesable KCK PW NBD 2PM	1	\$1,780.00	N/A	N/A
8408619	FUJITSU 5650/5750/6670/6770 Consumablesable KCK PW 4HR 2PM **	1	\$1,971.00	N/A	N/A
1751825	FUJITSU FI-6110 KCK 2 Yr AUR	1	\$104.00	N/A	N/A
8354383	FUJITSU 6130/6140/ 6010NS KCK 2 Yr AUR	1	\$104.00	N/A	N/A
1825629	FUJITSU 6230/6240/5120/5220 KCK 2 Yr AUR	1	\$104.00	N/A	N/A
1367663	FUJITSU 6800 KCK 1 Yr PW NBD 1 PM	1	\$2,830.00	N/A	N/A

## PANASONIC CARE KITS

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
8921090	PANASONIC 3065 KCK War Upgrade NDB		1	\$701.00		N/A	N/A
8556714	PANASONIC 3065 KCK War Upgrade 4HR **		1	\$785.00		N/A	N/A
1165919	PANASONIC 3065 KCK PW NBD		1	\$980.00		N/A	N/A
8316929	PANASONIC 3065 KCK PW 4HR **		1	\$1,098.00		N/A	N/A
8832263	PANASONIC 3085/4085 KCK War Upgrade NBD		1	\$1,869.00		N/A	N/A
1166925	PANASONIC 3085/4085 KCK War Upgrade 4HR **		1	\$2,093.00		N/A	N/A
1949122	PANASONIC 3085/4085 KCK PW NBD		1	\$2,769.00		N/A	N/A
8231581	PANASONIC 3085/4085 KCK PW 4HR **		1	\$3,101.00		N/A	N/A
1290964	PANASONIC 3105C KCK War Upgrade NBD		1	\$2,379.00		N/A	N/A
1362300	PANASONIC 3105C KCK War Upgrade 4HR **		1	\$2,665.00		N/A	N/A
1706431	PANASONIC 3105C KCK PW NBD		1	\$3,557.00		N/A	N/A
1708999	PANASONIC 3105C KCK PW 4HR **		1	\$3,984.00		N/A	N/A

1802040	PANASONIC 4065/7065 KCK War Upgrade NBD	1	\$1,006.00	N/A	N/A
1221456	PANASONIC 4065/7065 KCK War Upgrade 4HR **	1	\$1,127.00	N/A	N/A
8646416	PANASONIC 4065/7065 KCK PW NBD	1	\$1,369.00	N/A	N/A
1720028	PANASONIC 4065/7065 KCKPW 4HR **	1	\$1,533.00	N/A	N/A

## PROFESSIONAL SERVICES

### INSTALLATION AND TRAINING CARE KITS

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
1900356	Install & Trng i2000 and i3000 Scanners		1	\$714.00		N/A	N/A
8633877	Professional Services - Operator Training i800 And i1800 Scanner Series		1	\$1,200.00		N/A	N/A
1063262	Professional Services - Installation And Training For NGENUITY Scanners		1	\$1,200.00		N/A	N/A
8285793	Progressional Services - Installation For NGENUITY Scanners		1	\$900.00		N/A	N/A
1038876	Professional Services - Training For NGENUITY Scanners		1	\$900.00		N/A	N/A
1122159	Install & Trng Truper i4000 and i5000 Scanners		1	\$900.00		N/A	N/A
8794794	Capture Pro Remote Training Service KCK		1	\$600.00		N/A	N/A
8733636	Capture Pro Remote Start Up Service KCK		1	\$600.00		N/A	N/A
1082015	Capture Pro Remote Job Setup Service KCK		1	\$600.00		N/A	N/A
1748680	Remote Administrator Training		1	\$500.00		N/A	N/A
1973288	Remote IT Diagnostics and Configuration		1	\$250.00		N/A	N/A
1845734	Remote Start Up Assistance		1	\$500.00		N/A	N/A
1626779	i11X0WN Remote Setup Configuration and Training		1	\$350.00		N/A	N/A
1985225	i11X0WN Remote Network Configuration Option		1	\$450.00		N/A	N/A
1191204	i11X0WN Custom SOW		1	Requires Quote		N/A	N/A
*	Capture Software Installation		1	Requires Quote		N/A	N/A
*	HV Scanner Relocation		1	Requires Quote		N/A	N/A
*	14 Inch Optical Storage Relocation		1	Requires Quote		N/A	N/A
*	Scanner Training Additional Student (ea)		1	Requires Quote		N/A	N/A
*	Scanner Accessory Training		1	Requires Quote		N/A	N/A
*	Systems Services-Installations		1	Requires Quote		N/A	N/A
*	Power Quality Audit-Extra (EA)		1	Requires Quote		N/A	N/A

*	DS Scanner 990 Training	1	Requires Quote	N/A	N/A
*	Onsite Installation	1	Requires Quote	N/A	N/A
*	Limited Consulting	1	Requires Quote	N/A	N/A
*	Full Consulting	1	Requires Quote	N/A	N/A

## IMPLEMENTATION

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
*	Systems Services		1	Requires Quote		N/A	N/A
*	Consulting And Planning Services		1	Requires Quote		N/A	N/A
*	Network Assessment Services		1	Requires Quote		N/A	N/A
*	Network Design Services		1	Requires Quote		N/A	N/A
*	Network Implementation Services		1	Requires Quote		N/A	N/A
*	Network Support Services		1	Requires Quote		N/A	N/A
*	MISC. Services-Scanners		1	Requires Quote		N/A	N/A
*	MISC. Services-OTHER		1	Requires Quote		N/A	N/A
*	QC Digital Line filter15 AMPS		1	Requires Quote		N/A	N/A
*	QC Digital Line filter20 AMPS		1	Requires Quote		N/A	N/A
*	Equipment Staging Service		1	Requires Quote		N/A	N/A
*	Staging Service With Repack		1	Requires Quote		N/A	N/A

## OTHER SERVICES

<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
*	BOWE BELL & HOWE LL Spectrum Transport Reconditioning-NCR Resistant Rollers		1	Requires Quote		N/A	N/A
*	BOWE BELL & HOWELL 8000 Series Scanner Reconditioning		1	Requires Quote		N/A	N/A

## s1740 PROFESSIONAL SERVICES



<u>Catalog#</u>	<u>Description</u>	<u>Effective Date</u>	<u>Qty</u>	<u>List Price</u>	<u>Eligible for Sales Reg</u>	<u>Warranty</u>	<u>Installed By</u>
*	s1740 Customer Training		1	Requires Quote		N/A	N/A
*	s1740 Product Relocation		1	Requires Quote		N/A	N/A

**YES\* - Must be sold with a scanner approved under the Sales Opportunity program.**

**\*Response time noted is for zone 1 and 2. See Terms and Conditions for response times.**

**\*\*Response time noted is for zone 1. See Terms and Conditions for response times.**

**Support Services: 1-800-52Kodak (525-6325), prompt #2**

**Services provided outside of a service contract or warranty**

- Relocation Services
- Power Monitoring
- Power Conditioning
- Optical Disk Cleaning
- Conversion Services
- Environmental Services
- Media / Equipment Destruction
- Used Equipment Installation
- Used Equipment Re-Certification
- Professional Services / Additional Training
- Product Refurbish/Rebuild Services Site Inspection

And more ...

**All services listed below are for SOW with the exception of Care Kits . For SOW Required services call 1-800-52KODAK\***

[For the version of KCpro software you need please visit: http://www.kodak.com/go/kcsdownloads](http://www.kodak.com/go/kcsdownloads)

**NEW EQUIPMENT WARRANTY INFORMATION**

**LIMITED WARRANTY TERMS**

**Limited Warranty Time Period**

Kodak warrants to Distributor these products are (1) free from defects in materials and workmanship, and (2) will function properly for the applicable time period from date of shipment. The Distributor's warranty rights shall survive resale of these products, and is transferable to the end user of these products.

**Limited Warranty Repair Coverage**

If the equipment does not function properly during the warranty period and the warranty includes on-site service, a Kodak Field Engineer (FE) will repair the equipment without charge during Kodak's normal working hours (usually 8:00 a.m. to 5:00 p.m. customer local time Monday through Friday). Such repair service will include any necessary adjustments and/or replacement of parts. If included, a Kodak representative will perform periodic maintenance service to clean, test, and maintain the equipment in good working order. Consumable and supply items are billed as required.

Off hours service is available at overtime rates.

Depot or mail-in service requires that the end-user mail the equipment to a specified location, where it will be repaired and sent back to the end-user, usually within 7-10 business days. Kodak will issue a Return Material Authorization number for the return of the product to Kodak.

How to Obtain Service: Call 1-800-822-1414. A Kodak dispatcher will arrange for the appropriate service.

THE FOLLOWING IS NOT COVERED BY THE LIMITED WARRANTY: (a) inadequate packing for return shipment to Kodak; (b) circumstances beyond Kodak's control; (c) service or parts to correct problems resulting from the use of attachments, accessories, alterations, or software not marketed by Kodak; (d) service associated with relocation; (e) service or parts associated with any modifications or alteration of the product; (f) misuse; (g) abuse; (h) failure to follow Kodak's operating instructions; or (i) failure to use Kodak-supplied spare parts.

Limitations: Warranty service is limited to the contiguous United States, the island of Oahu, Hawaii, and certain areas of Alaska.

Kodak makes no other warranties, expressed or implied, or merchantability for this equipment.

KODAK'S ONLY OBLIGATIONS ARE THOSE EXPRESSLY SET FORTH UNDER THIS AGREEMENT. Kodak will not be responsible for any consequential or incidental damages resulting from the sale, use or improper functioning of the equipment, regardless of the cause.

This limitation of liability will not apply to claims for injury to persons or damage to real property caused by the sole negligence or fault of Kodak.

Warranty Code	Warranty Period
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- W-01 One year depot service
- W-03 One year – 3 months on site, 9 months mail-in repair
- W-08 One year AUR (Advanced Unit Replacement)
- W-12 12 months
- W-13 3 year AUR



## Super Speed USB3 ScanPro® i 9300

Effective 1/1/2016 - 12/31/2016

Item	Part Number	Description	SRP	10% Discount
<b>Base Scanner</b>				
1	9869300	ScanPro i 9300 26MP camera Image Mark Sensing microfilm scanner with Super Speed USB3 interface, PRECISION-Guide film control. software CD, Scanner-to-PC cable.	\$13,435	\$12,091.50
<b>Zoom Lenses</b>				
2	9863754	7x to 54x Optical Zoom Magnification	\$1,015	\$913.50
3	9877105	7x to 105x Optical Zoom Magnification	\$2,678	\$2,410.20
<b>Film Carrier</b>				
4	9863510	UCC 510 Combination fiche/aperture cards and motorized 16/35mm roll film carrierr.	\$2,545	\$2,290.50
5	9863610	UCC 610 Combination fiche/aperture cards and motorized 16/35mm/cartridge roll film carrier.	\$2,851	\$2,565.90
<b>Optional Items</b>				
6	9863800	AUTO-Scan® Pro adds high speed automatic scanning for 16/35mm/cartridge (M) roll film (requires motorized film carrier)	\$3,500	\$3,150.00
7	9863700	PowerScan Productivity Suite	\$795	\$715.50
8	DRS-M1	DRS Maintenance Contract	\$1,995	\$1,995.00
9	DRS-IT	Installation & Training	\$500	\$500.00



## ScanPro 3000 USB3 Pricing

Effective 1/1/2016 - 12/31/2016

Item	Part Number	Description	SRP	10% Discount
<b>Base Scanner</b>				
10	9863200	ScanPro3000 26MP camera, (Super Speed USB3 interface), software CD, Scanner-to-PC cable, Automatic-Scanning roll film, Word searchable PDF single page with ABBYY® fine reader OCR).	\$7,395	\$6,655.50
<b>Optical Zoom Magnification</b>				
11	9863754	7x to 54x Optical Zoom Magnification	\$1,015	\$913.50
12	9877105	7x to 105x Optical Zoom Magnification, (Ultra Fiche film and High resolution magnification of small details).	\$2,678	\$2,410.20
<b>Film Carrier</b>				
13	9863500	Fiche/Aperture Card Carrier	\$255	\$229.50
14	9863160	UCC 160 Combination manual carrier for fiche/aperture cards/16/35mm roll film	\$867	\$780.30
15	9863510	UCC 510 Combination fiche/aperture cards and motorized 16/35mm roll film carrier	\$2,545	<b>\$2,290.50</b>
16	9863610	UCC 610 Combination fiche/aperture cards and motorized 16/35mm/cartridge roll film carrier	\$2,851	\$2,565.90
<b>Optional Items</b>				
17	9863900	Micro Opaques	\$2,570	\$2,313.00
18	9863800	AUTO-Scan® Pro adds high speed automatic scanning for 16/35mm/cartridge (M) roll film (requires motorized film	\$3,500	\$3,150.00
19	9863700	PowerScan Productivity Suite	\$795	\$715.50
20	DRS-M2	DRS Maintenance Contract	\$995	\$995.00
21	DRS-IT	Installation & Training	\$395	\$395.00



## ScanPro 2000 USB3 Pricing

Effective 1/1/2016 - 12/31/2016

Item	Part Number	Description	SRP	10% Discount
<b>Base Scanner</b>				
22	9862010	ScanPro2000 (Super Speed USB3 interface), software CD, Scanner-to-PC cable, roll film Automatic-Scanning, OCR Word searchable PDF single page.	\$6,523	\$5,870.70
<b>Zoom Lenses</b>				
23	9862754	7x to 54x Optical Zoom Magnification	\$1,015	\$913.50
24	9867105	7x to 105x Optical Zoom Magnification (required for Ultra Fiche)	\$2,678	\$2,410.20
<b>Film Carrier</b>				
25	9862500	Fiche/Aperture Card Carrier	\$255	\$229.50
26	9863160	UCC 160 Combination manual carrier for fiche/aperture cards/16/35mm roll film	\$867	\$780.30
27	9863510	UCC 510 Combination fiche/aperture cards and motorized 16/35mm roll film carrier	\$2,545	\$2,290.50
28	9863610	UCC 610 Combination fiche/aperture cards and motorized 16/35mm/cartridge roll film carrier	\$2,851	\$2,565.90
<b>Optional Items</b>				
29	9862900	Micro Opaques	\$2,570	\$2,313.00
30	9862800	AUTO-Scan® Pro adds automatic scanning for 16/35mm roll film (requires motorized film carrier)	\$3,500	\$3,150.00
31	9862700	PowerScan Productivity Suite	\$795	\$715.50
32	DRS-M3	DRS Maintenance Contract	\$995	\$995.00
33	DRS-IT	Installation & Training	\$395	\$395.00



## ScanPro 1100 USB3 Pricing

Effective 1/1/2016 - 12/31/2016

Item	Part Number	Description	SRP	10% Discount
<b>ScanPro 1100</b>				
34	9861110	ScanPro1100 (Super Speed USB3) with fiche carrier, Optical/digital zoom magnification 7X to 54X.	\$5,245	\$4,720.50
35	9861113	ScanPro1100 (Super Speed USB3) with UCC160 manual combo fiche and 16mm/35mm carrier, Optical/digital zoom magnification 7X to 54X.	\$5,990	\$5,391.00
<b>ScanPro 1100</b>				
36	9861111	Microfilm ScanPro 1100 (Super Speed USB3) with UCC 510 combination fiche and motorized 16/35mm roll film carrier, Optical/digital zoom magnification 7X to 54X.	\$6,535	\$5,881.50
<b>ScanPro 1100</b>				
37	9861112	Microfilm ScanPro 1100 (Super Speed USB3) with UCC 610 combination fiche and motorized 16/35mm/cartridge(M) roll film carrier, Optical/digital zoom magnification 7X to 54X.	\$6,862	\$6,175.80
38	DRS-M4	DRS Maintenance Contract	\$795	\$795.00
39	DRS-IT	Installation & Training	\$395	\$395

**SPECIFICATIONS**

**FOR**

**MICROFILM EQUIPMENT, SUPPLIES AND SERVICES**

**ISSUING OFFICE**

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

**IFB NUMBER**

**6100037875**

**DATE OF ISSUANCE**

**July 26, 2016**



**SPECIFICATIONS  
FOR  
MICROFILM EQUIPMENT, SUPPLIES AND SERVICES**

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## CALENDAR OF EVENTS

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

Activity	Responsibility	Date
Deadline to submit questions via email to <a href="mailto:RA-OITPurchases@state.pa.us">RA-OITPurchases@state.pa.us</a> with the subject line “IFB 6100037875 Question”	Bidders	<b>08/03/2016 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>08/05/2016 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>08/26/2016 3:00 PM</b>

**PART I**  
**SPECIFICATIONS**

**I-1. Objectives.**

- A. General.** The Commonwealth intends to satisfy the need for Microfilm 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 Microfilm 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 Microfilm Equipment, Supplies and Services to all executive agencies at locations across the Commonwealth. Items covered by the contract include:

- Microfilm. Microfiche readers/printers and associated supplies
- Microfilm/Microfiche camera lenses and Associated Supplies
- Microfilm and microfiche film and supplies ( lamps, processing supplies, microfilm jackets)
- Roll Film Readers and associated supplies
- Aperture Card Scanning equipment and associated supplies
- All sundry supplies associated with Microfilm./ microfiche readers/printers, Roll Film Readers.
- Related Software and software upgrades
- Maintenance and service repairs of new and existing microfilm equipment.

**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 Chart
- 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 6100037875 for Microfilm Equipment, Supplies and Services.
- 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 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 a customer becomes aware of better pricing offered by the contractor for substantially the same or smaller quantity of product outside the contract, but upon the same or similar terms of the contract, then at the discretion of the customer 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 microfilm 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 (LDSs)**

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%	<p>The Contractor must make the required delivery time within ten (10) business days after receipt of an order.</p> <p><b>Calculation:</b>            (Each Order Delivered <b>after</b> the standard fulfillment time of ten (10) business days = Missed Order)</p> <p>“This SLA may be waived by the ordering agency if an agreed upon date is established as part of the purchase order. If the agreed upon date is missed, a service credit request will be issued.”</p>	Per Order Assessed Monthly	5% of the cost of the order.
<b>Shipment Correction.</b>	100%	<p>The Contractor must correct any incorrect shipment within ten (10)</p>	Per Order Assessed Monthly	5% of the cost of the order.



		<p>business days after receipt of an order.</p> <p><b>Calculation:</b>          (Each Incorrect Order Corrected <b>after</b> the standard correction time of ten (10) business days = Missed Correction)</p> <p>“This SLA may be waived by the ordering agency if an agreed upon date is established as part of the purchase order. If the agreed upon date is missed, a service credit request will be issued.”</p>		
<p><b>Fix-time.</b> (Measured from the time the Commonwealth submits a trouble ticket to the Contractor, to the time the equipment is returned to full and complete working order during the original warranty period).</p>	95%	<p>Resolve the trouble tickets submitted by each agency, each month, in a fix-time of no more than twelve (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>	Monthly	<p>If the Contractor fails to meet the SLA for two (2) consecutive months, or for a total of three (3) non-consecutive months within a calendar year, the Contractor will be ineligible to receive orders from any agency in the Commonwealth for six (6) months.</p>
<p><b>Quarterly Report Delivery.</b> (The Contractor must provide the Commonwealth with</p>	100%	<p>The reports must be provided to the Commonwealth no later than fifteen (15)</p>	Quarterly	<p>If the Contractor fails to meet the SLA for two (2) quarters within a calendar</p>

quarterly reports detailing equipment purchasing activity performance and customer satisfaction).		business days after the end of the quarter.  <b>Calculation:</b> (Each Quarterly Report received <b>after</b> the standard reporting time of fifteen (15) business days = Missed Report delivery)		year, the Contractor will be ineligible to receive orders from any agency in the Commonwealth for six (6) months.
<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.)	100%	The reports must be provided to the Commonwealth no later than ten (10) business days after the end of the month.  <b>Calculation:</b> (Each Monthly Report received <b>after</b> the standard reporting time of ten (10) business days = Missed Report delivery)	Monthly	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.

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., 9th Floor  
Harrisburg PA 17101-1925

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

## 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 microfilm 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 \(FAQ's\)](#)

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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 Microfilm Equipment, Supplies and Services.

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

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

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

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

#### **I.4 IFB-009.1 Questions (February 2012)**

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

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

If the Issuing Office deems it necessary to revise any part of this IFB before the bid response date, the Issuing Office will post an addendum to its website at [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-002.2a Renewal of Contract Term (Nov 30 2006)**

The Contract may be renewed for a maximum of 3 additional 1 year term(s), so long as Commonwealth provides written notice to Contractor of its intention to extend the Contract by letter prior to the expiration of the term of the agreement, or any extension thereof. The Commonwealth may exercise the renewal as individual year or multiple year term(s). Any renewal will be under the same terms, covenants and conditions. No further document is required to be executed to renew the term of the contract.

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

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

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

### **V.37 CONTRACT-029.1 Contractor Responsibility Provisions (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-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.49 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.50 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.





**ORIGINAL**  
**BID - Invitation For Bid**  
**P00650361 03/30/2016 10:33**

BID Effective Date:

07/26/2016

Bid Invitation Number:

6100037875

**Issuing Office:**

Raymond Jaime  
 OA - Office of Information Technology  
 613 North Street  
 Harrisburg PA 17120-0400 US

**Supplier Name/Address:**

Your SAP Vendor Number with us: \_\_\_\_\_

**Please Return Quotation to:**

OA - Office of Information Technology  
 613 North Street  
 Harrisburg PA 17120-0400 US

**Type of Security furnished if required:**

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

What is the name of the principal on the bond? \_\_\_\_\_

**Return Bid by:**

**Bid Ending Date:**  
08/26/2016

**Bid Ending Time:**  
15:00:00

**Expiration Date of Contract (if applicable)**

**Delivery Date:**  
See Items

**Please Deliver To:**

**Procurement Contact:**

Buyer: Raymond Jaime  
 Phone:  
 Fax:

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

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

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

Item	Material/Service Desc	Qty	UOM	Unit Price	Total Line Item Price
1	Microfilm Equipment and Supplies	0.000		\$ _____	\$ _____
2	Maintenance Support Services	0.000		\$ _____	\$ _____

**General Requirements for all Items:**

Header Text

**ALL PRICES ARE F.O.B. DESTINATIONS**

List of Items Continued on Following Page







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

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

**Response:**

**Mandatory ATTRIB. #001** - 1. HAS THE SUBMITTER READ, AND DOES THE SUBMITTER UNDERSTAND, THE TERMS AND CONDITIONS OF THIS SOLICITATION?

**Response:**

**Mandatory ATTRIB. #002** - 2. IS THE OFFER IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS SOLICITATION?

**Response:**

**Mandatory ATTRIB. #003** - 3. DO ALL ITEMS OFFERED BY SUBMITTER CONFORM TO THE SPECIFICATIONS OF THIS SOLICITATION?

**Response:**

**Mandatory ATTRIB. #004** - 4. WERE THE PRICE(S) AND AMOUNT ARRIVED AT INDEPENDENTLY AND WITHOUT CONSULTATION, COMMUNICATION OR AGREEMENT WITH ANY OTHER CONTRACTOR, SUBMITTER OR POTENTIAL SUBMITTER?

**Response:**

**Mandatory ATTRIB. #005** - 5. WERE THE PRICE(S), AMOUNT, APPROXIMATE PRICE(S) OR THE APPROXIMATE AMOUNT DISCLOSED TO ANY FIRM OR PERSON WHO IS A SUBMITTER OR POTENTIAL SUBMITTER?

**Response:**

**Mandatory ATTRIB. #006** - 6. WAS AN ATTEMPT MADE TO INDUCE ANY FIRM OR PERSON TO REFRAIN FROM RESPONDING TO THE SOLICITATION?

**Response:**

**Mandatory ATTRIB. #007** - 7. WAS AN ATTEMPT MADE TO INDUCE ANY FIRM OR PERSON TO SUBMIT AN OFFER HIGHER THAN THE SUBMITTER'S OFFER?

**Response:**

**Mandatory ATTRIB. #008** - 8. WAS AN ATTEMPT MADE TO INDUCE ANY FIRM OR PERSON TO SUBMIT ANY OTHER FORM OF COMPLEMENTARY OFFER?

**Response:**



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**Mandatory** ATTRIB. #009 - 9. DID THE SUBMITTER MAKE THE OFFER IN GOOD FAITH?

**Response:**

**Mandatory** ATTRIB. #010 - 10. IS A GOVERNMENTAL AGENCY INVESTIGATING THE SUBMITTER, ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS OR EMPLOYEES? IF YES, PROVIDE EXPLANATION IN COMMENT FIELD OR AS AN ATTACHMENT.

**Response:**

**Mandatory** ATTRIB. #011 - 11. IN THE LAST 4 YEARS, WAS THE SUBMITTER OR ITS EMPLOYEES FOUND LIABLE FOR CONSPIRACY OR COLLUSION RELATED TO ANY PUBLIC CONTRACT? IF YES, PROVIDE EXPLANATION IN COMMENT FIELD OR AS AN ATTACHMENT.

**Response:**

**Mandatory** ATTRIB. #012 - 12. IN THE LAST 4 YEARS, WAS THE SUBMITTER'S AFFILIATES OR SUBSIDIARIES FOUND LIABLE FOR CONSPIRACY RELATED TO ANY PUBLIC CONTRACT? IF YES, PROVIDE EXPLANATION IN COMMENT FIELD OR AS AN ATTACHMENT.

**Response:**

**Mandatory** ATTRIB. #013 - 13. IN THE LAST 4 YEARS, WAS THE SUBMITTER'S AFFILIATES OR SUBSIDIARIES FOUND LIABLE FOR COLLUSION RELATED TO ANY PUBLIC CONTRACT? IF YES, PROVIDE EXPLANATION IN COMMENT FIELD OR AS AN ATTACHMENT.

**Response:**

**Mandatory** ATTRIB. #014 - 14. IN THE LAST 4 YEARS, WAS THE SUBMITTER'S OFFICERS OR DIRECTORS FOUND LIABLE FOR CONSPIRACY RELATED TO ANY PUBLIC CONTRACT? IF YES, PROVIDE EXPLANATION IN COMMENT FIELD OR AS AN ATTACHMENT.

**Response:**

**Mandatory** ATTRIB. #015 - 15. IN THE LAST 4 YEARS, WAS THE SUBMITTER'S OFFICERS OR DIRECTORS FOUND LIABLE FOR COLLUSION RELATED TO ANY PUBLIC CONTRACT? IF YES, PROVIDE EXPLANATION IN COMMENT FIELD OR AS AN ATTACHMENT.

**Response:**

**Mandatory** ATTRIB. #016 - 16. DID SUBMITTER VIOLATE ANY OF THE CONTRACTOR INTEGRITY PROVISIONS IN CONNECTION WITH THE SUBMISSION OF ITS OFFER OR ANY CONTRACT NEGOTIATIONS?

**Response:**



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**Mandatory** ATTRIB. #017 - 17. IN THE LAST 4 YEARS, HAS SUBMITTER'S OFFICERS, DIRECTORS, ASSOCIATES, PARTNERS, OR INDIVIDUAL OWNERS BEEN CHARGED WITH, OR CONVICTED OF, ANY MISDEMEANOR OR FELONY? IF YES, PROVIDE INFORMATION IN THE COMMENT FIELD OR AS AN ATTACHMENT.

**Response:**

**Mandatory** ATTRIB. #018 - 18. IS THE SUBMITTER CURRENTLY UNDER SUSPENSION BY THE FEDERAL GOVERNMENT OR ANY STATE OR LOCAL GOVERNMENT? IF YES, PROVIDE EXPLANATION IN COMMENT FIELD OR AS AN ATTACHMENT.

**Response:**

**Mandatory** ATTRIB. #019 - 19. IS THE SUBMITTER CURRENTLY DEBARRED BY THE FEDERAL GOVERNMENT OR ANY STATE OR LOCAL GOVERNMENT? IF YES, PROVIDE EXPLANATION IN COMMENT FIELD OR AS AN ATTACHMENT.

**Response:**

**Mandatory** ATTRIB. #020 - 20. DO OFFERED ITEMS MEET EPA-ESTABLISHED MINIMUM PERCENTAGE LEVELS FOR TOTAL RECYCLED CONTENT AND POST-CONSUMER RECYCLED CONTENT? IF NO, PROVIDE EXPLANATION IN COMMENT FIELD OR AS AN ATTACHMENT.

**Response:**

**Mandatory** ATTRIB. #021 - 21. DOES THE SUBMITTER HAVE ANY DELINQUENT OBLIGATIONS TO THE COMMONWEALTH NOT BEING CONTESTED ON APPEAL? IF YES, PROVIDE EXPLANATION IN COMMENT FIELD OR AS AN ATTACHMENT.

**Response:**

**Mandatory** ATTRIB. #022 - 22. DOES THE SUBMITTER UNDERSTAND THAT ALL INFORMATION SUBMITTED AND REPRESENTATIONS MADE ARE MATERIAL AND WILL BE RELIED UPON BY THE COMMONWEALTH IN AWARD?

**Response:**

**Mandatory** ATTRIB. #023 - 23. DOES THE SUBMITTER UNDERSTAND THAT ANY FALSE STATEMENT THAT SUBMITTER DOES NOT BELIEVE TO BE TRUE OR ANY WRITING, SAMPLE, SPECIMEN, MAP OR OTHER OBJECT THAT SUBMITTER KNOWS TO BE FALSE SHALL BE PUNISHABLE UNDER SECTION 4904 OF TITLE 18 PA. C. S?

**Response:**

**Mandatory** ATTRIB. #024 - 24. DOES THE SUBMITTER AUTHORIZE A COMMONWEALTH AGENCY TO RELEASE SUBMITTER'S, TAX INFORMATION TO ANY CONTRACTING COMMONWEALTH AGENCY?

**Response:**



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**Mandatory** ATTRIB. #025 - 25. DOES THE SUBMITTER AGREE THAT THE OFFER SUBMITTED ELECTRONICALLY THROUGH THE COMMONWEALTH'S SYSTEM SHALL BE DEEMED SIGNED BY THE SUBMITTER.

**Response:**

**Mandatory** ATTRIB. #026 - 26. DOES THE SUBMITTER AGREE THAT THE ELECTRONICALLY SUBMITTED OFFER IS LEGALLY BINDING AND ENFORCEABLE AND THAT NO WRITING SHALL BE REQUIRED TO MAKE THIS OFFER OR ANY RESULTING CONTRACT OR PURCHASE ORDER LEGALLY BINDING?

**Response:**

**Mandatory** ATTRIB. #027 - 27. DOES THE SUBMITTER AGREE THAT THE ELECTRONIC OFFER, IF INTRODUCED AS EVIDENCE ON PAPER, IS ADMISSIBLE AS A BUSINESS RECORD ORIGINATED AND MAINTAINED IN PAPER FORM?

**Response:**

**Mandatory** ATTRIB. #028 - 28. DOES THE SUBMITTER AGREE THAT IF A CHANGE OR ERROR IN AN OFFER OCCURS IN A TRANSMISSION, THE SUBMITTER SHALL IMMEDIATELY NOTIFY THE COMMONWEALTH OF THE CHANGE OR ERROR?

**Response:**

**Mandatory** ATTRIB. #029 - 29. DOES THE SUBMITTER ACKNOWLEDGE RESPONSIBILITY FOR CURRENT & COMPLETE SUPPLIER REGISTRATION INFORMATION AND THAT THE COMMONWEALTH IS NOT RESPONSIBLE FOR ANY DELAYS IN PAYMENT OR COMMUNICATION RESULTING FROM INACCURACIES PROVIDED BY THE SUBMITTER?

**Response:**

**Mandatory** ATTRIB. #030 - 30. I HAVE INDICATED MY NAME AND TITLE IN THE COMMENT SPACE PROVIDED AND REPRESENT THAT I HAVE FULL AUTHORITY TO SUBMIT THIS RESPONSE ON BEHALF OF SUBMITTER AND TO BIND SUBMITTER TO ITS CONTENTS.

**Response:**

COSTARS ATTR. #01 - If awarded a Contract, does Submitter agree to sell/provide the awarded items/services at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to registered COSTARS Purchasers?

**Response:**

PA PREFERRED AGRICULTURAL - ARE YOU OFFERING TO PROVIDE PA-PRODUCED AGRICULTURAL PRODUCTS AS DEFINED BY PA EXEC ORDER 2010-03 (ATTACHED)? IF YES, IN THE COMMENTS SECTION IDENTIFY WHICH LINE ITEMS IN YOUR BID ARE PA-PRODUCED AGRICULTURAL PRODUCTS.

**Response:**



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

**Response:**

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## **PART I - GENERAL INFORMATION**

### **PART I - GENERAL INFORMATION**

#### **I.1 IFB-001.1 Purpose (Oct 2006)**

The Commonwealth of Pennsylvania (Commonwealth) is issuing this Invitation for Bids (IFB) to meet the needs of OA/ OFFICE FOR INFORMATION TECHNOLOGY to satisfy a need for Microfilm Equipment, Supplies and Services.

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

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

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

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

#### **I.4 IFB-009.1 Questions (February 2012)**

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

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

If the Issuing Office deems it necessary to revise any part of this IFB before the bid response date, the Issuing Office will post an addendum to its website at [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:

Contractor Classification	Required Administrative Fee
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-002.2a Renewal of Contract Term (Nov 30 2006)**

The Contract may be renewed for a maximum of 3 additional 1 year term(s), so long as Commonwealth provides written notice to Contractor of its intention to extend the Contract by letter prior to the expiration of the term of the agreement, or any extension thereof. The Commonwealth may exercise the renewal as individual year or multiple year term(s). Any renewal will be under the same terms, covenants and conditions. No further document is required to be executed to renew the term of the contract.

#### **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/conserva/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-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.49 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.50 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**

**MICROFILM EQUIPMENT, SUPPLIES AND SERVICES**

**ISSUING OFFICE**

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

**IFB NUMBER**

**6100037875**

**DATE OF ISSUANCE**

**July 26, 2016**

**SPECIFICATIONS  
FOR  
MICROFILM EQUIPMENT, SUPPLIES AND SERVICES**

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## CALENDAR OF EVENTS

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

Activity	Responsibility	Date
Deadline to submit questions via email to <a href="mailto:RA-OITPurchases@state.pa.us">RA-OITPurchases@state.pa.us</a> with the subject line "IFB 6100037875 Question"	Bidders	<b>08/03/2016 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>08/05/2016 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>08/26/2016 3:00 PM</b>

**PART I**  
**SPECIFICATIONS**

**I-1. Objectives.**

- A. General.** The Commonwealth intends to satisfy the need for Microfilm 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 Microfilm 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 Microfilm Equipment, Supplies and Services to all executive agencies at locations across the Commonwealth. Items covered by the contract include:

- Microfilm. Microfiche readers/printers and associated supplies
- Microfilm/Microfiche camera lenses and Associated Supplies
- Microfilm and microfiche film and supplies ( lamps, processing supplies, microfilm jackets)
- Roll Film Readers and associated supplies
- Aperture Card Scanning equipment and associated supplies
- All sundry supplies associated with Microfilm./ microfiche readers/printers, Roll Film Readers.
- Related Software and software upgrades
- Maintenance and service repairs of new and existing microfilm equipment.

**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 Chart
- 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 6100037875 for Microfilm Equipment, Supplies and Services.
- 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 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 a customer becomes aware of better pricing offered by the contractor for substantially the same or smaller quantity of product outside the contract, but upon the same or similar terms of the contract, then at the discretion of the customer 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 microfilm 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 (LDSs)**

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%	<p>The Contractor must make the required delivery time within ten (10) business days after receipt of an order.</p> <p><b>Calculation:</b> (Each Order Delivered <b>after</b> the standard fulfillment time of ten (10) business days = Missed Order)</p> <p>“This SLA may be waived by the ordering agency if an agreed upon date is established as part of the purchase order. If the agreed upon date is missed, a service credit request will be issued.”</p>	Per Order Assessed Monthly	5% of the cost of the order.
<b>Shipment Correction.</b>	100%	<p>The Contractor must correct any incorrect shipment within ten (10)</p>	Per Order Assessed Monthly	5% of the cost of the order.

		<p>business days after receipt of an order.</p> <p><b>Calculation:</b>          (Each Incorrect Order Corrected <b>after</b> the standard correction time of ten (10) business days = Missed Correction)</p> <p>“This SLA may be waived by the ordering agency if an agreed upon date is established as part of the purchase order. If the agreed upon date is missed, a service credit request will be issued.”</p>		
<p><b>Fix-time.</b> (Measured from the time the Commonwealth submits a trouble ticket to the Contractor, to the time the equipment is returned to full and complete working order during the original warranty period).</p>	95%	<p>Resolve the trouble tickets submitted by each agency, each month, in a fix-time of no more than twelve (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>	Monthly	<p>If the Contractor fails to meet the SLA for two (2) consecutive months, or for a total of three (3) non-consecutive months within a calendar year, the Contractor will be ineligible to receive orders from any agency in the Commonwealth for six (6) months.</p>
<p><b>Quarterly Report Delivery.</b> (The Contractor must provide the Commonwealth with</p>	100%	<p>The reports must be provided to the Commonwealth no later than fifteen (15)</p>	Quarterly	<p>If the Contractor fails to meet the SLA for two (2) quarters within a calendar</p>

quarterly reports detailing equipment purchasing activity performance and customer satisfaction).		business days after the end of the quarter. <b>Calculation:</b> (Each Quarterly Report received <b>after</b> the standard reporting time of fifteen (15) business days = Missed Report delivery)		year, the Contractor will be ineligible to receive orders from any agency in the Commonwealth for six (6) months.
<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.)	100%	The reports must be provided to the Commonwealth no later than ten (10) business days after the end of the month. <b>Calculation:</b> (Each Monthly Report received <b>after</b> the standard reporting time of ten (10) business days = Missed Report delivery)	Monthly	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.

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., 9th Floor  
Harrisburg PA 17101-1925

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

## 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 microfilm 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.**

APPENDIX A - MANUFACTURERS DISCOUNT SHEET- IFB 6100037875			
Microfilm Equipment Supplies and Services			
COMPANY NAME -			
DESCRIPTION	PRICE LIST IDENTIFICATION DATE	WILL YOU OFFER LEASING OF YOUR EQUIPMENT UNDER THE COMMONWEALTHS TERMS AND CONDITIONS ? Y=YES N=NO	PERCENT OF DISCONT FROM REFERENCED PRICE LIST
Microfilm Equipment			
Microfilm Equipment Maintenance/Repairs			
Microfilm Equipment Supplies			
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 -

Related Service	HOURLY RATE
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Installation	\$-
--------------	-----

De- Installation	\$-
------------------	-----

Transportation to DGS	\$-
-----------------------	-----

Relocation of Equipment ( Within the same bu	\$-
--	-----

Relocation of Equipment ( Within a twenty- f	\$-
--	-----

Relocation of Equipment ( Beyond a twenty-	\$-
--	-----

Training	\$-
----------	-----

Asset Tagging	\$-
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STATE OF MANUFACTURE CHART

THIS FORM MUST BE COMPLETED AND RETURNED WITH THE BID

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

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

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

BIDDER'S RESIDENCY

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

Correct Address:

█  
█  
█

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.*

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**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.**

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Corporate or Legal Entity Name

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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











Date: August 24,2016

Subject: Microfilm Equipment, Supplies and Services

Solicitation Number: 6100037875

Solicitation Due Date: August 26, 2017

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 change has been made to the solicitation identified above:

1. Microfilm Equipment, Supplies and Services IFB 6100037875 Questions and Answers have been posted to the Marketplace portal.

**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)



<b>Questions and Answers</b>		
<b>IFB # 6100037875 Microfilm Equipment, Supplies and Services</b>		
<b>No.</b>	<b>Questions</b>	<b>Answers</b>
1.	Is there a contract currently in place? If so, can you share a copy of the contract?	The previous contracts have expired and this IFB and resulting contracts will replace them. The previous contract numbers are listed below:  4400007990,4400007991, 4400007993,4400007995 and 440007997
2.	Can you provide quantities of microfilm equipment that were purchased under the current contract?	The Commonwealth cannot provide the quantities of equipment previously purchased. The total spend from the previous contracts is \$1,463,157.00. This total encompasses purchase of equipment, maintenance, supplies, accessories and related services.
3.	Can you please provide the list of microfilm equipment (currently place) that may need to be covered under this contract?	Please reference <b>Part I Specifications. I-2. Nature and Scope of the Project</b> for items to be covered under this contract.
4.	Can you provide an estimate / projected quantities of microfilm equipment that will be purchased under this contract?	Please refer to the response to question #2.
5.	Would the award to be made to a single vendor or will multiple vendors be awarded the State Contract?	Pursuant to <b>Part I Specifications. I-1.B Specific</b> , "[t]he Commonwealth intends to award multiple statewide contracts for the procurement and leasing of new Microfilm Equipment, Maintenance, Repairs, Supplies, Accessories, Software and related Services to responsive Bidders who meet the requirements of this IFB."
6.	All equipment will have unique serial number. Is this adequate for identity tagging?	The Commonwealth agency would make that determination prior to purchasing the equipment.