



**FULLY EXECUTED**  
**Contract Number: 4400010331**  
Contract Effective Date: 09/18/2012  
Valid From: 09/01/2012 To: 08/31/2017

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

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

Your SAP Vendor Number with us: 176433

**Supplier Name/Address:**  
ALTURA COMMUNICATION SOLUTIONS LLC  
7 Reuten Dr Bldg B Suite E  
Closter NJ 07624 US

**Please Deliver To:**  
  
To be determined at  
the time of the Purchase Order  
unless specified below.

**Supplier Phone Number:** 2012563915  
**Supplier Fax Number:** 2012563920

**Contract Name:**  
PBX & Key Telephone Systems - Altura

**Payment Terms**  
NET 30

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

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

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	PBX Telephone System	0.000		0.00	1	0.00
2	Key Telephone System	0.000		0.00	1	0.00
3	Move - Add - Change	0.000		0.00	1	0.00
4	Installation	0.000		0.00	1	0.00
5	Cabling	0.000		0.00	1	0.00
6	Training	0.000		0.00	1	0.00

**Information:**

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

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



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**Supplier Name:**  
ALTURA COMMUNICATION SOLUTIONS LLC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
7	Maintenance	0.000		0.00	1	0.00
<hr/>						
8	Miscellaneous	0.000		0.00	1	0.00
<hr/>						

**General Requirements for all Items:**

**Header Text**

When the need for a telephone system, equipment or other related services arises, the using agency must contact the Contractors and request a quote. It will be the responsibility of the using agency to determine the Contractor who provides the best value.

All orders must be placed through the Commonwealth's Enterprise Services Management System (ESMS). All orders must be authorized by the using agency Telecommunications Management Officer (TMO) or designee.

No further information for this Contract

**Information:**

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>
PBX Equipment	AVAYA	NJ
ACD	Datel Group	PA
Call Accounting	Datel Group	PA

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:

Avaya

# Zones

The Bidder must indicate, by checking the appropriate box, the zone(s) where it intends to provide telephone systems, equipment and other related services. The Bidder must indicate the manufacturer of the telephone system(s) being offered.

Zones	Manufacturer(s)
<input checked="" type="checkbox"/> <b>Zone 1 – Western Pennsylvania – includes the following counties:</b> Erie, Crawford, Mercer, Lawrence, Beaver, Washington, Greene, Fayette, Westmoreland, Allegheny, Butler, Venango, Warren, McKean, Forest, Elk, Clarion, Jefferson, Armstrong, Indiana, Clearfield, Cambria, Somerset.	Avaya
<input checked="" type="checkbox"/> <b>Zone 2 – Central Pennsylvania – includes the following counties:</b> Potter, Cameron, Clinton, Centre, Blair, Bedford, Fulton, Huntingdon, Tioga, Lycoming, Union, Snyder, Mifflin, Juniata, Perry, Cumberland, Franklin, Adams, York, Lancaster, Lebanon, Dauphin, Northumberland, Montour, Columbia, Schuylkill, Luzerne, Wyoming, Sullivan, Lackawanna, Bradford, Susquehanna.	Avaya
<input checked="" type="checkbox"/> <b>Zone 3 – Eastern Pennsylvania – includes the following counties:</b> Wayne, Pike, Monroe, Carbon, Northampton, Lehigh, Berks, Bucks, Montgomery, Chester, Delaware, Philadelphia	Avaya

# Labor, Location Assessment and Service Visit Costs

The Bidder must indicate the costs for labor, location assessments and service visits.

<b>Labor</b>	
Weekday Hourly Rate	110.00 with 2 hours minimum
Weekend/Holiday Hourly Rate	220.00 with 2 hour minimum
*Overtime Hourly Rate	\$220.00

\*Applies only if a technician exceeds eight (8) continuous work hours within a twenty-four (24) hour period.

<b>Location Assessments &amp; Visitation</b>	
Location Assessment Cost	110.00 per hour with 2 hours mininum
Service Visit Cost	N/A

# Small Key Telephone System Configuration(s)

The Bidder must indicate all of the items required in order to make the telephone system(s) being offered fully operational. The Bidder must indicate the cost for all items, as well as the costs for those optional items and services within Section II - Specifications of the IFB. The Bidder must indicate each item type; Base System: required to make the telephone system fully operational, Expansion Configuration: required to make the telephone system more robust, Additional Component: additional components which are functional with the telephone system, Additional Feature: additional features which are compatible with the telephone system.

Item Description	Item Type	Manufacturer	Model	Cost
IP office V2 Control Unit	Base System	Avaya	700476005	\$ 390.00
IP500 V2 System SD Card Mul	Expansion Configuration	Avaya	700479710	\$ 30.00
IPO R.8.1 User Admin Set DVD	Additional Component	Avaya	700503230	\$ 11.40
IPO/B5800 IP500 Digital Station card 8 ports	Additional Component	Avaya	700417330	\$ 330.00
IP/B5800 IP500 V2 Combo Card for trunks and stations	Additional Component	Avaya	700476013	\$ 360.00
IPO/B5800 Power Cord	Additional Component	Avaya	700289770	\$ 10.80
IPO IP500 Rack Mounting Kit	Additional Component	Avaya	700429202	\$ 36.00
IPO R8 ESSNTL Edition Licenses	Additional Component	Avaya	267786	\$ 297.00
IPO Lic for IP endpoints quantity of 2 for IP endpoints	Additional Component	Avaya	229445	\$ 210.00
Qty. of 10 - 9508 Digital phones for IP office	Additional Component	Avaya	700500207	\$ 2,190.00
Qty. of 10 - 9608 IP phone	Additional Component	Avaya	700480585	\$ 1,794.00
Qty. of 10 POE injector	Additional Component	Avaya	700500725	\$ 228.00
Qty. of 10 Power Cords	Additional Component	Avaya	405362641	\$ 138.00
ACM 5000 Remote IP Modem for monitoring	Additional Component	Avaya	ACM5003-M	\$ 610.70
Installation for above 20 phone configuration	Additional Component	Avaya	Labor to Install	\$ 2,807.00
Voice Mail for 2 ports	Additional Component			\$ -
			Total for 20 station system	\$ 9,442.90
Labor for Network Assessment if going to IP		Altura		\$ 773.00
Call Accounting for 20 phones		Datel		\$ 1,042.00
Maintenance on a 20 station system per year		Altura		\$ 1,116.00

# Medium Key Telephone System Configuration(s)

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Item Description	Item Type	Manufacturer	Model	Cost
IP Office Base Unit V2 Control	Base System	Avaya	700476005	\$ 390.00
1 IPO 500 SYS SD Card	Additional Component	Avaya	700479710	\$ 30.00
IPO R8.1 USER/ADMIN SET DVD	Additional Component	Avaya	700503230	\$ 11.40
IP office Extension Card 2	Additional Component	Avaya	700431778	\$ 150.00
IP Office 8 port Digital Card	Additional Component	Avaya	700417330	\$ 330.00
Voice Compression card for VOIP calls 32 channel	Additional Component	Avaya	700417389	\$ 540.00
Qty. 2 IP Trunk Analog Module	Additional Component	Avaya	700417405	\$ 480.00
Qty. 1 - T- PRI card	Additional Component	Avaya	700417439	\$ 570.00
Qty. 2 8 channel additions for PRI - card	Expansion Configuration	Avaya	21581	\$ 876.00
1 - 16 port digital card for digital phones on IP office	Additional Component	Avaya	700449499	\$ 1,374.60
Qty. 2 power cords	Additional Component	Avaya	700289770	\$ 21.60
Qty. of 2 wall mounting Kits	Additional Component	Avaya	700500923	\$ 90.00
Voice Mail Essential Edition Licenses	Additional Feature	Avaya	267786	\$ 297.00
IP Office Unified Communication Module (includes Preferred Edition	Additional Feature	Avaya	700501442	\$ 1,797.00
Qty. 4 IP Endpoint	Additional Component	Avaya	229444	\$ 180.00
Qty. 2 IP Endpoint	Additional Component	Avaya	229445	\$ 420.00
Qty. of 12 - 9504 phone sets	Additional Component	Avaya	700500206	\$ 1,908.00
Qty. of 12 - 9508 phone sets	Additional Component	Avaya	700500207	\$ 2,628.00
Qty. of 26 - 9608 IP phone sets	Additional Component	Avaya	700480585	\$ 4,664.00
Qty. of 26 POE injectors	Additional Component	Avaya	700500725	\$ 592.80
Qty. of 26 Power Cords	Additional Component	Avaya	405362641	\$ 358.80
IP Modeum for remote monitoring	Additional Component	Avaya	ACM5003-M	\$ 610.70
Labor to install the above configuration for 50 station system		labor Altura		\$ 8,798.00
			Total for 50 phone Key system	\$ 27,117.90
Network Assessment if going IP		Altura		\$ 1,273.00
Maintenance second year ongoing support		Altura		\$ 3,108.39
Call Accounting for 50 phones and ACD for 20 Agents on IP office		Daetel		\$ 8,652.00

# Large Key Telephone System Configuration(s)

The Bidder must indicate all of the items required in order to make the telephone system(s) being offered fully operational. The Bidder must indicate the cost for all items, as well as the costs for those optional items and services within Section II - Specifications of the IFB. The Bidder must indicate each item type; Base System: required to make the telephone system fully operational, Expansion Configuration: required to make the telephone system more robust, Additional Component: additional components which are functional with the telephone system, Additional Feature: additional features which are compatible with the telephone system.

Item Description	Item Type	Manufacturer	Model	Cost
IP IP 500 V2 Central Unit IP office	Base System	Avaya	700476005	\$ 390.00
Qty. 7 - IP phones 1603SW-Black	Additional Component	Avaya	700458824	\$ 793.80
Qty. 10- IP Phone 9608	Additional Component	Avaya	700458532	\$ 1,494.00
Qty. 1- IP phone 1616 Black	Additional Component	Avaya	700458540	\$ 179.40
IP Phone 32 button Module	Additional Feature	Avaya	700415573	\$ 89.40
Qty. 250 Replacement Line Cord	Additional Component	Avaya	700393326	\$ 1,200.00
1151C2 DCP Phone Power with Battery Cat5	Additional Component	Avaya	700356454	\$ 66.00
IPO LIC CTI RFA DS	Additional Component	Avaya	171988	\$ 378.00
Qty. 10 IP office Power Users	Additional Component	Avaya	229427	\$ 1,461.20
Qty. 10 IP office user	Additional Component	Avaya	229439	\$ 534.60
IPO R8.1 DVD	Additional Component	Avaya	700503228	\$ 11.40
IP500 V2 SD Card Multi	Additional Component	Avaya	700479710	\$ 30.00
T-1 card 32 channel	Additional Component	Avaya	215182	\$ 1,650.00
VM Pro RFA 4	Additional Component	Avaya	174460	\$ 1,725.00
1 Button Module 12 buttons	Additional Component	Avaya	700480643	\$ 534.60
Qty 12 - IPO LIC R6 AV IP Endpoint 20	Additional Component	Avaya	229447	\$ 8,964.00
Qty. 2 - IPO Lic R6 AV IP Endpoint 5	Additional Component	Avaya	229445	\$ 420.00
Qty. 2 IPO/B5800 ISDN RJ45	Additional Component	Avaya	700213440	\$ 5.80
Qty 2 Power Cord	Additional Component	Avaya	700289770	\$ 21.60
Qty 2 Power Cord	Additional Component	Avaya	405362641	\$ 27.60
IPO MC VCM 64	Additional Component	Avaya	700504032	\$ 210.00
IPO Trunk PRI universal Dual	Additional Component	Avaya	700417462	\$ 954.00
IPO Rack Mounting Kit	Additional Component	Avaya	700429202	\$ 36.00
DL360G7 server for IPO 8.1 primary	Additional Component	Avaya	270393	\$ 4,860.00
IPO Lic Receptionist RFA license	Additional Component	Avaya	171987	\$ 359.50
Qty. 225 IP Phone 89608	Additional Component	Avaya	700480585	\$ 40,365.00
Qty. 5 IP 9611G IP Phone	Additional Component	Avaya	700480593	\$ 1,365.00
IP 9621G phone	Additional Component	Avaya	700480601	\$ 354.00
IP 9641G phone	Additional Component	Avaya	700480627	\$ 405.00
Qty. 2 IPO 8.1 SEC License	Additional Component	Avaya	273097	\$ 3,594.00
IP Modem for remote monitoring	Additional Component	Avaya	ACM5003-M	\$ 610.70
Altura labor for installation of 250 stations		Altura Labor		\$ 23,839.60
			Total for 250 stations	\$ 96,929.20
Network Assessment if going IP		Altura		\$ 1,774.00
Maintenance second year		Altura		\$ 9,946.60
Call Accounting for 250 stations and ACD for 20 Agents		Daetel		\$ 8,945.00



# Small PBX Telephone System Configuration(s)

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Item Description	Item Type	Manufacturer	Model	Cost
Avaya Aura R6 Enterprise Edition 50 user Bundle	Base System	Avaya	225136	\$ 4,800.00
Sal STDALN Gateway Lice	Additional Component		227272	\$ -
Surviable Remote Soltuion	Additional Component		229380	\$ -
Media Encryption	Additional Component		259401	\$ -
Avaya AuraTM PS R6.x sFTW DWNLD	Additional Component		259762	\$ -
R6 Embedded CM only soltuion	Additional Component		266524	\$ -
Enterprise Ed Mangement Site Admin R6	Additional Component		269364	\$ -
Entprise Edition R6 MGMT NTWK	Additional Component		269365	\$ -
Qty. 50 Enterprise Edition R6 SM SIP CONN R6	Additional Component		269367	\$ -
QTY 50 Enterprise Edition PS R6 Licens	Additional Component		269407	\$ -
Enterprise Ed R6 PS SFTW SWNLD R6	Additional Component		269408	\$ -
QTY. 50 Surviable Station R6	Additional Component		269423	\$ -
Qty. 50 ENT B5800	Additional Component		269424	\$ -
Qty. 50 Enterprise Edition R6 CMM R6 License	Additional Component		270054	\$ -
CM Messaging R6 Media Kit	Additional Component		700477094	\$ -
Admin Tools R6.0 CD	Additional Component		700500751	\$ 30.00
Network MGMT Tools R6.0 DVD	Additional Component		700500752	\$ 30.00
Avaya AuraTM PS R6.2 Media DVD	Additional Component		700501479	\$ 90.00
Qty 50 Enterprise R6 One-X Communicator Licenses	Additional Component		269901	\$ -
Qty. 50 Enterprise R6 AES Unified DSK R6	Additional Component		269902	\$ -
Qty. 50 Enterprise R6 EC500 SM R9 Licenses	Additional Component		269904	\$ -
Qty. 50 Entprise Ed One-X CES	Additional Component		269906	\$ -
Power Cord USA	Additional Component		405362641	\$ 13.80
S8300D Server - Non GSA	Additional Component		700463532	\$ 2,160.00
MM711 Analog Media Module	Additional Component		700466626	\$ 960.00
MM710B E1/T1 Media Module	Additional Component		700466634	\$ 1,800.00
20 Channels DSP Daughterboard	Additional Component		700476385	\$ 600.00
G430 Media Gateway	Additional Component		700476393	\$ 900.00
Ayaya Aura R6.2 Software	Additional Component		700501472	\$ 30.00
Avaya Aura System Plateform DVD	Additional Component		700504042	\$ 30.00
Utility Trigger REM Gateway New site	Additional Component		193806	\$ 0.01
Power Cord USA	Additional Component		405362641	\$ 13.80
10 channel DSP Daughterboard	Additional Component		700460660	\$ 300.00
S8300D Server - Non GSA	Additional Component		700463532	\$ 2,160.00
MM710B E1/T1 Media Module	Additional Component		700466634	\$ 1,800.00
G430 Media Gateway	Additional Component		700476393	\$ 900.00
Avaya AuraTM R6.2 Software	Additional Component		700501472	\$ 30.00

# Small PBX Telephone System Configuration(s)

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Item Description	Item Type	Manufacturer	Model	Cost
Avaya Aura System Plateform DVD	Additional Component		700504042	\$ 30.00
Qty. 25 Replacement Line Cord	Additional Component		700383326	\$ 120.00
120A CSU Cable 50 Ft. RHS	Additional Component		700395445	\$ 52.20
Qty. 10 Power Adapter POE 1603 IP phone	Additional Component		700415607	\$ 165.00
Qty 10 -- 1603 IP phone	Additional Component		700458524	\$ 1,134.00
Qty. 7 - IP phone 1608	Additional Component		700458532	\$ 1,045.80
Qty. 5 IP phone 9608	Additional Component		700480585	\$ 897.00
IP phone 9611G	Additional Component		700480593	\$ 273.00
IP phone 9621G	Additional Component		700480601	\$ 354.00
IP phone 9641G	Additional Component		700480627	\$ 405.00
Qty 25 replacement line cords	Additional Component		700383326	\$ 120.00
120A CSU Cable 50 Ft. RHS	Additional Component		700395445	\$ 52.20
Qty 25 IP phones 9608	Additional Component		700480585	\$ 4,485.00
SA ESS ENT ED R6 SITE ADMIN R6 /E	Additional Feature		222153	\$ -
SA ESS ENT ED R6 NTWK MGMT R6 /E	Additional Feature		222154	\$ -
50 SA ESS ENT ED R6 SM SIP CONN R6 /E	Additional Feature		222156	\$ -
50 SA ESS ENT ED R6 B5800 SRV STN R6 /E	Additional Feature		222157	\$ -
Qty. 50 SA ESS ENT ED R6 PRES SVCS R6 /E	Additional Feature		222161	\$ -
SA ESS ENT ED R6 PS (DWNLD VER) R6 /E	Additional Feature		222162	\$ -
Qty. 50 SA ESS ENT ED R6 B5800 SIP TRNK R6 /E	Additional Feature		222248	\$ -
Qty. 50 SA ESS ENT ED R6 CMM R6 /E	Additional Feature		222411	\$ -
Qty. 50 SA ESS ENT ED AES DSKTP R6 /E	Additional Feature		222415	\$ -
Qty. 50 SA ESS ENT ED EC500 SM R9 /E	Additional Feature		222416	\$ -
50 SA ESS ENT ED 1X CES R6 /E	Additional Feature		222418	\$ -
UPG ADV ENT ED R6 SITE ADMIN R6 /E	Additional Feature		222420	\$ -
UPG ADV ENT ED R6 SITE ADMIN R6 /E	Additional Feature		230753	\$ -
UPG ADV ENT ED R6 NTWK MGMT R6 /E	Additional Feature		230754	\$ -
UPG ADV ENT ED R6 B5800 SIP TRUNK R6 /E	Additional Feature		230756	\$ -
UPG ADV ENT ED R6 SITE ADMIN R6 /E	Additional Feature		230757	\$ -
50 UPG ADV ENT ED R6 B5800 SIP TRUNK R6 /E	Additional Feature		230758	\$ -
50 UPG ADV ENT ED R6 PRES SVCS R6 /E	Additional Feature		230761	\$ -
UPG ADV ENT ED R6 PS(DWNLD VER) R6 /E	Additional Feature		230762	\$ -
UPG ADV ENT ED R6 CMM R6 /E	Additional Feature		230765	\$ -
UPG ADV ENT ED ONE-XC R6 /E	Additional Feature		230768	\$ -
50 UPG ADV ENT ED AES DSKTP R6 /E	Additional Feature		230769	\$ -
50 UPG ADV ENT ED EC500 SM R9 /E	Additional Feature		230771	\$ -
50 UPG ADV ENT ED ONE-X CES R6 /E	Additional Feature		230773	\$ -
SA ESS TRKG REMOTE SITE AVAYA AURATM R6	Additional Feature		250580	\$ -

## Small PBX Telephone System Configuration(s)

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Item Description	Item Type	Manufacturer	Model	Cost
AMS Server Hardware	Additional Component	Altura	361625-02	\$ 1,326.80
ACM5000 Remote IP Modem Server	Additional Component	Altura	ACM5003-M	\$ 610.70
Altura labor to install a 50 phone Enterprise PBX Avaya system	Additional Component	Altura	Labor to Install	\$ 11,751.80
Year One Maintenance up front	Additional Component	Altura	Maintenance year one	\$ 2,346.00
Basic Call Center R.6 and Reporting BCMS are included in System	Additional Feature		Total for 50 phone PBX	\$ 41,816.11
Maintenance for Software Support plus Upgrades year two		Altura		\$ 2,346.00
Network Assessment if going VOIP		Altura		\$ 8,652.00
Call Accounting for 50 users		Daetel		\$ 773.00

# Medium PBX Telephone System Configuration(s)

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Item Description	Item Type	Manufacturer	Model	Cost
AVAYA AURATM R6 ENT ED 200 USER BNDL	Base System	Avaya	225139	\$ 19,200.00
SAL STDALN GATEWAY LIC R1.5+ DWNLD	Additional Component	Avaya	227272	
SURVIVABLE REMOTE SOLUTION	Additional Component	Avaya	229380	
MEDIA ENCRYPTION R6+/MBT	Additional Component	Avaya	259401	
AVAYA AURATM PS R6.X SFTW DWNLD	Additional Component	Avaya	259762	
R6 EMBEDDED CM ONLY SOLUTION TRK	Additional Component	Avaya	266524	
ENT ED R6 MGMT SITE ADMIN R6 LIC /E	Additional Component	Avaya	269364	
ENT ED R6 MGMT NTWK MGMT R6 LIC /E	Additional Component	Avaya	269365	
200 ENT ED R6 SM SIP CONN R6 LIC /E	Additional Component	Avaya	269367	
200 ENT ED R6 PS R6 LIC /E	Additional Component	Avaya	269407	
ENT ED R6 PS SFTW DWNLD R6 LIC /E	Additional Component	Avaya	269408	
200 ENT ED R6 B5800 SURV STN R6 LIC /E	Additional Component	Avaya	269423	
ENT ED R6 B5800 SIP TRNK R6 LIC /E	Additional Component	Avaya	269424	
200 ENT ED R6 CMM R6 LIC /E	Additional Component	Avaya	270054	
CM MESSAGING R6 MEDIA KIT	Additional Component	Avaya	700477094	
ADMIN TOOLS R6.0 CD	Additional Component	Avaya	700500751	\$ 30.00
NETWORK MGMT TOOLS R6.0 DVD	Additional Component	Avaya	700500752	\$ 30.00
AVAYA AURATM PS R6.1 MEDIA DVD	Additional Component	Avaya	700501479	\$ 90.00
200 ENT ED R6 ONE-X COMM R6 LIC /E	Additional Component	Avaya	269901	
200 ENT ED R6 AES UNFD DSK R6 LIC /E	Additional Component	Avaya	269902	
200 ENT ED R6 EC500 SM R9 LIC /E	Additional Component	Avaya	269904	
200 ENT ED R6 ONE-X CES R6 LIC /E	Additional Component	Avaya	269906	
PWR CORD USA	Additional Component	Avaya	405362641	\$ 55.20
2- G450 MP80 W/POWER SUPPLY NON-GSA	Additional Component	Avaya	700459456	\$ 10,200.00
2 -G450 POWER SUPPLY	Additional Component	Avaya	700459498	\$ 1,200.00
2 - S8300D SERVER - NON GSA	Additional Component	Avaya	700463532	\$ 4,320.00
2 -MM711 ANLG MEDIA MODULE - NON GSA	Additional Component	Avaya	700466626	\$ 1,920.00
2 -MM710B E1/T1 MEDIA MODULE - NON GSA	Additional Component	Avaya	700466634	\$ 3,600.00
2 -AVAYA AURATM R6.2 SOFTWARE DVD	Additional Component	Avaya	700501472	\$ 60.00
2 -AVAYA AURATM SYS PLATFORM 6.2.1 DVD	Additional Component	Avaya	700504042	\$ 60.00
200-96XX RPLCMNT LINE CORD	Additional Component	Avaya	700383326	\$ 960.00
2 - 120A CSU CABLE 50FT RHS	Additional Component	Avaya	700395445	\$ 104.40
5 -PWR ADPTR POE 1603 IP PHONE	Additional Component	Avaya	700415607	\$ 82.50
5 - IP PHONE 1603SW-I BLK	Additional Component	Avaya	700458524	\$ 567.00
5 -IP PHONE 1608-I BLK	Additional Component	Avaya	700458532	\$ 747.00
2- IP PHONE 1616-I BLK	Additional Component	Avaya	700458540	\$ 358.80
180 - IP PHONE 9608	Additional Component	Avaya	700480585	\$ 32,292.00
5 - IP PHONE 9611G	Additional Component	Avaya	700480593	\$ 1,365.00

# Medium PBX Telephone System Configuration(s)

The Bidder must indicate all of the items required in order to make the telephone system(s) being offered fully operational. The Bidder must indicate the cost for all items, as well as the costs for those optional items and services within Section II - Specifications of the IFB. The Bidder must indicate each item type; Base System: required to make the telephone system fully operational, Expansion Configuration: required to make the telephone system more robust, Additional Component: additional components which are functional with the telephone system, Additional Feature: additional features which are compatible with the telephone system.

Item Description	Item Type	Manufacturer	Model	Cost
SA ESS ENT ED R6 SITE ADMIN R6 /E	Additional Component	Avaya	222153	
SA ESS ENT ED R6 NTKW MGMT R6 /E	Additional Component	Avaya	222154	
SA ESS ENT ED R6 SM SIP CONN R6 /E	Additional Component	Avaya	222156	
SA ESS ENT ED R6 B5800 SRV STN R6 /E	Additional Component	Avaya	222157	
SA ESS ENT ED R6 PRES SVCS R6 /E	Additional Component	Avaya	222161	
SA ESS ENT ED R6 PS (DWNLD VER) R6 /E	Additional Component	Avaya	222162	
SA ESS ENT ED R6 B5800 SIP TRNK R6 /E	Additional Component	Avaya	222248	
SA ESS ENT ED R6 CMM R6 /E	Additional Component	Avaya	222411	
SA ESS ENT ED ONE-X COMM R6 /E	Additional Component	Avaya	222415	
SA ESS ENT ED AES DSKTP R6 /E	Additional Component	Avaya	222416	
SA ESS ENT ED EC500 SM R9 /E	Additional Component	Avaya	222418	
SA ESS ENT ED 1X CES R6 /E	Additional Component	Avaya	222420	
UPG ADV ENT ED R6 SITE ADMIN R6 /E	Additional Component	Avaya	230753	
UPG ADV ENT ED R6 NTKW MGMT R6 /E	Additional Component	Avaya	230754	
UPG ADV ENT ED R6 SM SIP CONN R6 /E	Additional Component	Avaya	230756	
UPG ADV ENT ED R6 B5800 SURV STN R6 /E	Additional Component	Avaya	230757	
UPG ADV ENT ED R6 B5800 SIP TRUNK R6 /E	Additional Component	Avaya	230758	
UPG ADV ENT ED R6 PRES SVCS R6 /E	Additional Component	Avaya	230761	
UPG ADV ENT ED R6 PS(DWNLD VER) R6 /E	Additional Component	Avaya	230762	
UPG ADV ENT ED R6 CMM R6 /E	Additional Component	Avaya	230765	
UPG ADV ENT ED ONE-XC R6 /E	Additional Component	Avaya	230768	
UPG ADV ENT ED AES DSKTP R6 /E	Additional Component	Avaya	230769	
UPG ADV ENT ED EC500 SM R9 /E	Additional Component	Avaya	230771	
UPG ADV ENT ED ONE-X CES R6 /E	Additional Component	Avaya	230773	
IP PHONE 9621G	Additional Component	Avaya	700480601	\$ 354.00
2 - IP PHONE 9641G	Additional Component	Avaya	700480627	\$ 810.00
AMS Server Hardware	Additional Component	Avaya	361625-02	\$ 1,326.80
ACM5000 Remote IP Modem Server	Additional Component	Avaya	ACM5003-M	\$ 610.70
Labor to install 200 phones	Additional Component	Altura		\$ 26,622.00
Support for year one	Additional Component	Altura		\$ 9,384.00
Basic Call Center R.6 and Reporting BCMS are included in System	Additional Feature	Avaya		
TOTAL TO INSTALL 200 PHONES				\$ 116,349.40
Network Assessment if going VOIP	Additional Component	Altura		\$ 1,174.00
Maintenance support for year two optional		Altura		\$ 9,384.00
Call Accounting		Daetel		\$ 8,942.00

# Large PBX Telephone System Configuration(s)

The Bidder must indicate all of the items required in order to make the telephone system(s) being offered fully operational. The Bidder must indicate the cost for all items, as well as the costs for those optional items and services within Section II - Specifications of the IFB. The Bidder must indicate each item type; Base System: required to make the telephone system fully operational, Expansion Configuration: required to make the telephone system more robust, Additional Component: additional components which are functional with the telephone system, Additional Feature: additional features which are compatible with the telephone system.

Item Description	Item Type	Manufacturer	Model	Cost
1001- AVAYA AURATM ENT ED R6 1001+ NEW LIC	Base System	Avaya	225154	\$ 159,159.00
50 - CC R6 NEW ELITE PER AGT 1-100 Agents	Additional Component	Avaya	225925	\$ 22,500.00
SAL STDALN GATEWAY LIC R1.5+ DWNLD	Additional Component	Avaya	227272	\$ -
3- Free ONE-X AGT R2 LIC FREE-MAX 3 PLD	Additional Component	Avaya	228490	\$ -
MEDIA ENCRYPTION R6+/MBT	Additional Component	Avaya	259401	\$ -
AVAYA AURATM PS R6.X SFTW DWNLD	Additional Component	Avaya	259762	\$ -
2-DL360G7 SERVER CM S/D/MBT/SBC	Additional Component	Avaya	263764	\$ 10,560.00
R6 LARGE ENT DUPLX SOLUTION TRACKING	Additional Component	Avaya	266522	\$ -
ENT ED R6 MGMT SITE ADMIN R6 LIC /E	Additional Feature	Avaya	269364	\$ -
ENT ED R6 MGMT NTWK MGMT R6 LIC /E	Additional Feature	Avaya	269365	\$ -
1001 -ENT ED R6 SM SIP CONN R6 LIC /E	Additional Component	Avaya	269367	\$ -
1001 -ENT ED R6 PS R6 LIC /E	Additional Component	Avaya	269407	\$ -
ENT ED R6 PS SFTW DWNLD R6 LIC /E	Additional Component	Avaya	269408	\$ -
1001 - ENT ED R6 B5800 SURV STN R6 LIC /E	Additional Component	Avaya	269423	\$ -
1001 - ENT ED R6 B5800 SIP TRNK R6 LIC /E	Additional Component	Avaya	269424	\$ -
2 - PWR CORD USA	Additional Component	Avaya	405362641	\$ 27.60
2 - PW9130 1500 120V RACK W /SNMP CARD	Additional Component	Avaya	700465305	\$ 2,504.40
ADMIN TOOLS R6.0 CD	Additional Feature	Avaya	700500751	\$ 30.00
NETWORK MGMT TOOLS R6.0 DVD	Additional Component	Avaya	700500752	\$ 30.00
AVAYA AURATM PS R6.1 MEDIA DVD	Additional Component	Avaya	700501479	\$ 90.00
NETWORK ASSESSMENT - 3RD PARTY	Additional Component	Avaya	191624	\$ -
1001 - ENT ED R6 ONE-X COMM R6 LIC /E	Additional Feature	Avaya	269901	\$ -
1001 - ENT ED R6 AES UNFD DSK R6 LIC /E	Additional Feature	Avaya	269902	\$ -
1001 -ENT ED R6 EC500 SM R9 LIC /E	Additional Feature	Avaya	269904	\$ -
1001-ENT ED R6 ONE-X CES R6 LIC /E	Additional Feature	Avaya	269906	\$ -
2- PWR CORD USA	Additional Component	Avaya	405362641	\$ 27.60
COMPACT FLASH 128MB RHS	Additional Component	Avaya	700381254	\$ 96.00
G450 MP80 W/POWER SUPPLY NON-GSA	Additional Component	Avaya	700459456	\$ 5,100.00
80 CHANNEL DAUGHTERBOARD	Additional Component	Avaya	700459472	\$ 1,680.00
G450 POWER SUPPLY	Additional Component	Avaya	700459498	\$ 600.00
4 - MM710B E1/T1 MEDIA MODULE - NON GSA	Additional Component	Avaya	700466634	\$ 7,200.00
2 -AVAYA AURATM R6.2 SOFTWARE DVD	Additional Component	Avaya	700501472	\$ 60.00
2 -AVAYA AURATM SYS PLATFORM 6.2.1 DVD	Additional Component	Avaya	700504042	\$ 60.00
1001- 96XX RPLCMNT LINE CORD	Additional Component	Avaya	700383326	\$ 4,800.00
4 -120A CSU CABLE 50FT RHS	Additional Component	Avaya	700395445	\$ 208.80
50 -PWR ADPTR POE 1603 IP PHONE	Additional Component	Avaya	700415607	\$ 825.00
50 -IP PHONE 1603SW-I BLK	Additional Component	Avaya	700458524	\$ 5,670.00
50 - IP PHONE 1608-I BLK	Additional Feature	Avaya	700458532	\$ 7,470.00

# Large PBX Telephone System Configuration(s)

The Bidder must indicate all of the items required in order to make the telephone system(s) being offered fully operational. The Bidder must indicate the cost for all items, as well as the costs for those optional items and services within Section II - Specifications of the IFB. The Bidder must indicate each item type; Base System: required to make the telephone system fully operational, Expansion Configuration: required to make the telephone system more robust, Additional Component: additional components which are functional with the telephone system, Additional Feature: additional features which are compatible with the telephone system.

Item Description	Item Type	Manufacturer	Model	Cost
50 -IP PHONE 1616-I BLK	Additional Component	Avaya	700458540	\$ 8,970.00
750 -IP PHONE 9608	Additional Component	Avaya	700480585	\$ 134,550.00
50 -IP PHONE 9611G	Additional Component	Avaya	700480593	\$ 13,650.00
50 -IP PHONE 9621G	Additional Component	Avaya	700480601	\$ 8,850.00
25 - IP PHONE 9641G	Additional Component	Avaya	700480627	\$ 10,125.00
SA ESS ENT ED R6 SITE ADMIN R6 /E	Additional Component	Avaya	222153	\$ -
SA ESS ENT ED R6 NTWK MGMT R6 /E	Additional Component	Avaya	222154	\$ -
1001- SA ESS ENT ED R6 SM SIP CONN R6 /E	Additional Component	Avaya	222156	\$ -
1001 -SA ESS ENT ED R6 B5800 SRV STN R6 /E	Additional Component	Avaya	222157	\$ -
1001 -SA ESS ENT ED R6 PRES SVCS R6 /E	Additional Component	Avaya	222161	\$ -
SA ESS ENT ED R6 PS (DWNLD VER) R6 /E	Additional Component	Avaya	222162	\$ -
1001-SA ESS ENT ED R6 B5800 SIP TRNK R6 /E	Additional Component	Avaya	222248	\$ -
1001 -SA ESS ENT ED ONE-X COMM R6 /E	Additional Component	Avaya	222415	\$ -
1001 -SA ESS ENT ED AES DSKTP R6 /E	Additional Component	Avaya	222416	\$ -
1001- SA ESS ENT ED EC500 SM R9 /E	Additional Component	Avaya	222418	\$ -
1001 -SA ESS ENT ED 1X CES R6 /E	Additional Component	Avaya	222420	\$ -
UPG ADV ENT ED R6 SITE ADMIN R6 /E	Additional Component	Avaya	230753	\$ -
UPG ADV ENT ED R6 NTWK MGMT R6 /E	Additional Component	Avaya	230754	\$ -
1001-UPG ADV ENT ED R6 SM SIP CONN R6 /E	Additional Component	Avaya	230756	\$ -
1001-UPG ADV ENT ED R6 B5800 SURV STN R6 /E	Additional Component	Avaya	230757	\$ -
1001-UPG ADV ENT ED R6 B5800 SIP TRUNK R6 /E	Additional Component	Avaya	230758	\$ -
1001 -UPG ADV ENT ED R6 PRES SVCS R6 /E	Additional Component	Avaya	230761	\$ -
UPG ADV ENT ED R6 PS(DWNLD VER) R6 /E	Additional Component	Avaya	230762	\$ -
1001-UPG ADV ENT ED ONE-XC R6 /E	Additional Component	Avaya	230768	\$ -
1001-UPG ADV ENT ED AES DSKTP R6 /E	Additional Component	Avaya	230769	\$ -
1001-UPG ADV ENT ED EC500 SM R9 /E	Additional Component	Avaya	230771	\$ -
1001-UPG ADV ENT ED ONE-X CES R6 /E	Additional Component	Avaya	230773	\$ -
MM SIP ITG 48 CHNL N/ENCRPT N/CARDS	Additional Component	Avaya	190930	\$ -
NETWORK ASSESSMENT - 3RD PARTY	Additional Component	Avaya	191624	\$ -
SAL STDALN GATEWAY LIC R1.5+ DWNLD	Additional Component	Avaya	227272	\$ -
1000- MSG R6.X AV STORE SEAT TRACKING	Additional Component	Avaya	244923	\$ -
1000- MSG R6.X 1 SEAT MAINSTRM NEW	Additional Component	Avaya	244929	\$ 39,000.00
MSG R6.X APPLICATION PLUS STORAGE	Additional Feature	Avaya	244936	\$ -
MSG R6.X NEW SYSTEM TRACKING	Additional Feature	Avaya	259726	\$ -
3 -DL360G7 SRVR AA MSG STD STRG	Additional Component	Avaya	264180	\$ 15,840.00
6 -PWR CORD USA	Additional Component	Avaya	405362641	\$ 82.80
SAL STDALN GATEWAY LIC R1.5+ DWNLD	Additional Component	Avaya	227272	\$ -
50 -CMS R16.X PER NEW AGT LIC 1-100	Additional Feature	Avaya	228706	\$ 22,440.00

# Large PBX Telephone System Configuration(s)

The Bidder must indicate all of the items required in order to make the telephone system(s) being offered fully operational. The Bidder must indicate the cost for all items, as well as the costs for those optional items and services within Section II - Specifications of the IFB. The Bidder must indicate each item type; Base System: required to make the telephone system fully operational, Expansion Configuration: required to make the telephone system more robust, Additional Component: additional components which are functional with the telephone system, Additional Feature: additional features which are compatible with the telephone system.

Item Description	Item Type	Manufacturer	Model	Cost
CMS R16.3 HDWR PLTFRM X4270	Additional Feature	Avaya	267855	\$ 10,500.00
CMS SVCS KIT/ADDL HDWR	Additional Feature	Avaya	267856	\$ 162.60
CMS R16.3 R3 SFTW PKG	Additional Feature	Avaya	700502991	\$ 1,080.00
AMS Server Hardware	Additional Component	Avaya	361625-02	\$ 1,326.80
ACM5000 Remote IP Modem Server	Additional Component	Avaya	ACM5003-M	\$ 610.70
Labor to install 1000 phones				\$ 98,233.72
First year support				\$ 78,118.92
Total Product with labor for a 1000 phone system				\$ 672,238.94
Network Assessment	Additional Component	Altura labor		\$ 4,171.00
Call Accounting	Additional Feature	Daetel		\$ 30,160.00
Maintenance for year two		Altura		\$ 78,118.92



## Appendix D - Lobbying Certification Form

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

SIGNATURE: \_\_\_\_\_ Katherine Guarino

\_\_\_\_\_

TITLE: \_\_\_\_\_ Major Account Manager

\_\_\_\_\_

DATE: \_\_\_\_\_ August 10, 2012 \_\_\_\_\_

\_\_\_\_\_

# DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB  
0348-0046

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

N/A

<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: 4c	<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 (including address if different from No. 10a)</b> (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: <u>Katherine Quano</u> Title: <u>MAJOR ACCOUNT MANAGER</u> Telephone No.: <u>201-256-3915</u> Date: <u>9/5/2012</u>	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

## COSTARS PROGRAM QUESTIONNAIRE

If your firm is awarded a Contract, does it agree 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? If your answer is "YES", your firm agrees to pay the applicable Administrative Fee (\$1500 or \$500 for Qualified Small Businesses) upon contract award and each contract renewal date.

Please Answer: YES  NO

If you are asserting that your firm is a Qualified Small Business, have you completed, signed and included with your bid the required Department of General Services Small Business Certification form?

Please Answer: YES  NO

**Altura Communication Soltuions** \_\_\_\_\_

Corporate or Legal Entity Name

**Katherine Guarino 8/10/2012** \_\_\_\_\_

Signature/Date

**Katherine Guarino** \_\_\_\_\_

Printed Name/Title



August 8, 2012  
Kathy Guarino  
Major Account Manager  
Altura Communication Solutions

Re: Altura Communication Solutions  
Headquartered in Fullerton, California, US  
Link ID: 91199

Avaya Inc. (“Avaya”) is pleased to confirm that **Altura Communication Solutions** is an authorized reseller of Avaya products and solutions at the Platinum certification level. Altura Communication Solutions has also earned the following specializations: Service Expert.

As an Avaya authorized partner, Altura Communication Solutions is authorized to resell and offer design services for business systems and associated peripheral equipment to end user companies:

Additionally, Altura Communication Solutions is authorized to provide installation and maintenance services either directly or in partnership with Avaya

Avaya will honor its end-user warranty for these products which are purchased from Altura Communication Solutions. In the unlikely event that Altura Communication Solutions is unavailable to handle a warranty claim or request for maintenance support, Avaya can offer these services directly.

As an authorized Avaya Reseller, Altura Communication Solutions is authorized to provide the following for Avaya Products:

- Procure product and services from Avaya or Stocking Distributors (as approved) for resale to end users;
- Extend Avaya Software license to end users;
- Extend Avaya factory warranties to end users;
- Obtain technical support services from Avaya;
- Obtain and license Avaya Software Upgrades to end users;
- Access Avaya engineering, system configuration and pricing tools;
- Access sales, technical, installation and maintenance training courses; and
- Participate in Avaya-sponsored marketing programs and product events.

Thank you for your confidence in Avaya.  
Regards,

Sean Byrnes – National Channel Account Manager  
949-225-5554  
seanbyrnes@avaya.com



**DATEL Software Solutions, LLC**  
**Phone: 724-940-0400**

August 8, 2012

Kathy Guarino  
Major Account Manager  
Altura Communication Solutions

Re: Altura Communication Solutions  
Headquartered in Fullerton, California, US

Datel is pleased to confirm that **Altura Communication Solutions** is an authorized reseller of Datel Software products and solutions.

Additionally, Altura Communication Solutions is authorized to resell Datel installation and maintenance services

Datel will honor its end-user warranty for these products which are purchased from Altura Communication Solutions. In the unlikely event that Altura Communication Solutions is unavailable to handle a warranty claim or request for maintenance support, Datel will offer these services directly.

As a Datel Reseller, Altura Communication Solutions is authorized to provide the following for Datel Software:

- Call Sweet Call Accounting for Avaya IP Office and Aura CM.
- Call Sweet Live! Standard Edition & Small Business Edition for Avaya IP Office
- Call Sweet! Standard Edition for Avaya Aura Communications Manager.

Thank you

.

Regards,

Dean DeStefano  
Channel Account Manager  
732-940-0400 ext 2176  
[ddestefano@datel-group.com](mailto:ddestefano@datel-group.com)

**INVITATION FOR BID FOR**

**PBX & KEY TELEPHONE SYSTEMS, EQUIPMENT AND OTHER  
RELATED SERVICES**

**ISSUING OFFICE**

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

**IFB NUMBER**

**6100022456**

**DATE OF ISSUANCE**

**08/06/2012**

**INVITATION FOR BID**  
**FOR**  
**PBX & KEY TELEPHONE SYSTEMS, EQUIPMENT AND OTHER**  
**RELATED SERVICES**

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## CALENDAR OF EVENTS

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

<b>Activity</b>	<b>Responsibility</b>	<b>Date</b>
Deadline to submit questions via email to <a href="mailto:RA-OITPurchases@state.pa.us">RA-OITPurchases@state.pa.us</a> with the subject line "IFB 6100022456 Question"	Bidders	<b>8/9/12</b>
Answers to potential Bidder questions posted to the eMarketplace website no later than this date.	Issuing Office	<b>8/13/12</b>
Please monitor the eMarketplace website for all communications regarding this IFB.	Bidders	<b>On going</b>
Bids must be submitted via the PASupplierPortal website no later than this date.	Bidders	<b>8/17/12 4:00 PM</b>

## PART I

### GENERAL INFORMATION

#### I-1. Purpose

This Invitation for Bids (IFB) provides to those interested in submitting bids for the subject procurement (Bidders) sufficient information to enable them to prepare and submit bids for the Office of Administration, Office for Information Technology Procurement's consideration on behalf of the Commonwealth of Pennsylvania (Commonwealth) to satisfy a need for private branch exchange (PBX) and key telephone systems, equipment and other related services (Project).

#### I-2. Issuing Office

The Office of Administration, Office for Information Technology Procurement (Issuing Office) has issued this IFB on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this IFB is **Joe Millovich** ([RA-OITPurchases@state.pa.us](mailto:RA-OITPurchases@state.pa.us)), 613 North St., Finance Building – Rm. 5, Harrisburg, PA 17120, the Issuing Officer for this IFB. Please refer all inquiries to the Issuing Officer.

#### I-3. Problem Statement

The purpose of this IFB is to procure PBX & key telephone systems, equipment and other related services. The contract(s) resulting from this IFB will also cover moves, adds and changes (MACs), cabling, installation, maintenance, training and other related services. Additional detail provided in *Part II* of this IFB.

#### I-4. Term

The contract(s) resulting from this IFB will commence on the effective date, as defined in *Appendix A – Terms and Conditions*, and will end after five (5) years. No service may begin or be reimbursed prior to issuance of a purchase order. Final payment will not be made until all services have been successfully completed.

#### I-5. Terms and Conditions

The requirements and terms and conditions of *Appendix A – Terms and Conditions* shall govern any contract or purchase order issued as a result of this IFB.

#### I-6. Pre-Bid Conference

There will be no pre-bid conference for this IFB. If there are any questions, please refer them to the Issuing Officer.

#### I-7. Electronic Version of IFB

This IFB is being made available by electronic means. 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-8. Awards**

This will be a multiple award IFB. Awards will be made to all responsive and responsible Bidders who meet the requirements specified in *Section II-3 Requirements* for a particular zone specified in *Appendix F – Zones*. The sixty-seven (67) counties of the Commonwealth have been divided into three (3) zones. Bidders may elect to provide telephone systems, equipment and other related services, for any combination of zones. Awards will be made by zone, by manufacturer. A Bidder may bid multiple manufacturers per zone.

When the need for a telephone system, equipment or other related services arises, each using agency will contact the Awarded Bidder(s) and request a quote. It will be the responsibility of the using agency to determine the Awarded Bidder who provides the best value.

**I-9. Questions and Answers**

If a Bidder has any questions regarding this IFB, the Bidder must submit the questions via email (with the subject line “IFB 6100022456 Question”) to the email address specified in the *Calendar of Events*. If the Bidder has questions, they must be submitted via email no later than the date and time specified in the *Calendar of Events*. The Bidder shall not attempt to contact the Issuing Officer by any other means. The Issuing Officer will post the answers to the eMarketplace website. A Bidder who submits a question after the deadline date for receipt of questions indicated on the *Calendar of Events* assumes the risk that its bid will not be responsive or competitive because the Commonwealth is not able to respond before the bid receipt date or in sufficient time for the Bidder to prepare a responsive or competitive bid. When submitted after the deadline date for receipt of questions indicated on the *Calendar of Events*, the Issuing Officer may respond to questions of an administrative nature by directing the questioning Bidder to specific provisions in the IFB. To the extent that the Issuing Office decides to respond to a non-administrative question after the deadline date for receipt of questions indicated on the *Calendar of Events*, the answer will be provided to all Bidders through an addendum.

All questions and responses as posted on the eMarketplace website are considered as an addendum to, and part of, this IFB. Each Bidder shall be responsible to monitor the eMarketplace website for new or revised IFB information. The Issuing Office shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the 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-10. Addenda to IFB**

If the Issuing Office deems it necessary to revise any part of this IFB before the due date, the Issuing Office will post an addendum to the eMarketplace website. Answers to the questions asked during the questions and answer period will also be posted to the eMarketplace website as an addendum to the IFB.

**I-11. Response Date**

A Bidder's electronic bid must be submitted via the PASupplierPortal website on or before the due date specified in the *Calendar of Events*. Any bid submitted to the Issuing Office in hardcopy format will be rejected.

**I-12. Incurring Costs**

The Issuing Office is not liable for any costs a Bidder incurs in preparation and submission of its bid, in participating in the IFB process or in anticipation of award of a purchase order.

**I-13. Restriction of Contact**

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

**I-14. Awarded Bidder Responsibilities**

The Awarded Bidder will be required to assume responsibility for all services offered in its bid whether it produces them itself or by subcontract. The Issuing Office and Project Manager will consider the Awarded Bidder to be the sole point of contact with regard to contractual and purchase order matters.

**I-15. Resources**

The Awarded Bidder shall provide all services, supplies, facilities, and other support necessary to complete the identified work.

**I-16. Rejection Of Bids**

The Issuing Office reserves the right, in its sole and complete discretion, to reject any bid received in response to this IFB.

**I-17. Background Checks**

The Awarded Bidder 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 Commonwealth facilities, either through on-site or remote access. Background checks are to be conducted via the Request for Criminal Record Check Form, the procedure can be found [here](#). The background check is to be conducted, by the Awarded Bidder, prior to initial access by the employee and annually thereafter.

Before the Commonwealth will permit an employee of the Awarded Bidder access to a Commonwealth facility, the Awarded Bidder must provide written confirmation to the office designated by the using agency that the background check has been conducted. If, at any time, it is discovered that an employee of the Awarded Bidder or an employee of a

subcontractor of the Awarded Bidder 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, the Awarded Bidder is not to assign that employee to any Commonwealth facilities, is to remove any access privileges already given to the employee, and is not to permit that employee remote access to Commonwealth facilities or systems, unless the agency consents, in writing, prior to the access being provided. The using agency may withhold its consent at its sole discretion. Failure of the Awarded Bidder to comply with the terms of this paragraph may result in default of the Awarded Bidder under its contract with the Commonwealth.

The Commonwealth specifically reserves the right to conduct or require background checks over and above that described herein.

**I-18. Bidding Reference Material**

[Bidding Process Reference Guide](#)

[Supplier Response to a Solicitation - Brochure](#)

[Attaching Follow-On Documents to your Bid](#)

[Bidding Frequently Asked Questions \(FAQ's\)](#)

## PART II

### SPECIFICATIONS

#### II-1. Objectives

A. General: This IFB contains instructions governing the bid to be submitted and the information and documents to be included therein; specifications for services which must be met to be eligible for consideration; other requirements to be met by each Bidder; contract terms and conditions; and instructions for submitting electronic bids.

B. Specific: The Commonwealth intends to reduce its cost for telephone systems, equipment and other related services, by channeling the volume of Commonwealth demand.

#### II-2. Nature and Scope of the Project

This IFB seeks the best prices for telephone systems and the other related services for all executive agencies within specific zones across the Commonwealth as specified in *Appendix F – Zones*.

#### II-3. Requirements

A. General: The Awarded Bidder must comply with the following requirements as these general requirements cover all PBX & key telephone systems, equipment and other related services:

1. The Awarded Bidder must comply with all of the Commonwealth's Enterprise Information Technology Policies. Click [here](#) to view the Enterprise Information Technology Policies.
2. The Awarded Bidder must comply with the Commonwealth's Prevailing Wage Act (No. 442). Click [here](#) to view the Commonwealth's Prevailing Wage Act (No. 442).
3. The Awarded Bidder must provide a dedicated project manager who will be responsible for coordination of all activities between the Issuing Office, using agency, Awarded Bidder and its subcontractors. The project manager cannot be removed without written consent from the Issuing Officer.
4. All equipment offered by the Bidder must be new. A "new" item is one, which will be used first by the Commonwealth after it is manufactured or produced. Used, remanufactured or reconditioned items are not acceptable. This clause shall not be construed to prohibit Bidders from offering goods, supplies, materials or printing with recycled content, provided the item is new.
5. The Awarded Bidder must have the capability of providing coverage to all counties within a selected zone.
  - a. The Awarded Bidder must provide, install, maintain and support the equipment which makes the telephone system fully operational. The Commonwealth will consider the Awarded Bidder to be the sole point of contact with regard to contractual matters, including

- payment of any and all charges resulting from the cost for an installed telephone system.
- b. The Awarded Bidder must have on-hand inventory for most replacement parts for all installed telephone systems.
6. All installed telephone systems must be turnkey; ready for immediate use following installation. All telephone systems must be installed without any loss of service to the Commonwealth. Surge/transient protection must be included for all telephone systems, especially within campus environments. An installed telephone system must operate at 99% up time for a total of fifteen (15) continuous days before it will be accepted by the using agency.
  7. The Awarded Bidder must submit a quote to the using agency Telecommunications Management Officer (TMO) for all telephone systems requiring equipment or labor, such as core drilling, conduit, or after hours work. The Awarded Bidder must provide a description why the equipment or labor is needed within its quote. Agency approval must be obtained through an email or signature on the quote and attached to the ESMS Order Screen.
  8. The Awarded Bidder must follow the change procedures attached to *Appendix H – Change Request Form* for all contract changes. The completed *Appendix H – Change Request Form* must be sent to [RA-pbxkeymacmgmt@pa.gov](mailto:RA-pbxkeymacmgmt@pa.gov) for OA/ES approval.
  9. The Awarded Bidder guarantees that the installation of all telephone systems will be in full compliance with all federal, state, and local government building and fire statutes, codes and regulations as well as industry standards.
  10. The Awarded Bidder must, until the expiration of its contract, after the acceptance date of an installed telephone system, upon the request from the using agency, make available telephones, equipment and/or other components.
  11. The cost for a telephone system being offered, including installation, will constitute as the final cost. No travel time or delivery charges are acceptable.
  12. Location Assessments: A location assessment includes such things as, but not limited to, the assessment of power, facilities, space, etc. The locations of the telephone systems within the Commonwealth are specified within *Appendix F – Zones*. The Awarded Bidder must comply with the requirements below when performing location assessments, after a using agency has expressed interest in procuring a telephone system:
    - a. Location assessments must be conducted within five (5) business days upon notification from the using agency.
    - b. If at the time of the location assessment the Awarded Bidder determines there are unusual installation factors requiring additional cost, the Awarded Bidder must submit in writing, to the using agency TMO, a detailed explanation of reasons for the additional cost.

- c. The Awarded Bidder must indicate the cost for location assessments in *Appendix C – Cost Matrix*. If it is determined, by the using agency, that the services provided were incomplete and/or unsatisfactory, the Awarded Bidder must return to the location, within twenty-four (24) hours, and correct the issue at no additional cost.
13. The Awarded Bidder will be responsible for investigating and recommending the most effective and efficient configuration for each using agency. Consideration shall be given to the stability of the configuration being offered and the future direction of technology, confirming to the best of their ability that the recommended approach is not short lived. Several approaches may exist for equipment configurations. The Awarded Bidder must provide a justification for its equipment and other products being offered, along with cost therefore. The Awarded Bidder is encouraged to present explanations of benefits and merits of its solution being offered together with any other related services, including warranties and maintenance.
14. If during the term of a contract, resulting from this IFB, new equipment becomes available, an Awarded Bidder may, with the written approval of the using agency TMO, substitute equipment if it offers features equal to or greater than, and at a cost that is equal to or less than the original bid.
15. The Awarded Bidder must provide monthly reports to ES, Contract Compliance via email to [RA-pbxkeymacmgt@pa.gov](mailto:RA-pbxkeymacmgt@pa.gov). In addition, the monthly service level reports must be provided in the format specified in *Appendix G – Service Level Agreements*, no later than the tenth (10th) calendar day of the succeeding month.
16. A Bidder, if not the manufacturer of a telephone system or the equipment being offered, must submit, along with its bid, a manufacturer authorization letter.
17. The Awarded Bidder must accept orders, via email, from the Commonwealths Enterprise Services Management System (ESMS). The Awarded Bidder must provide an email address.
18. Remedy is the preferred Information Technology Service Management (ITSM) system of the Commonwealth for enterprise asset management, service desk (Incident and problem management), and change management. When a Commonwealth employee is experiencing issues and needs to place a service call, the Commonwealth's Remedy ITSM system will be used to communicate the issue to the Awarded Bidder. These issues can be handled in the follow ways; the Awarded Bidder will purchase a float license (see Option A below), or the Remedy ITSM system will have a business-to-business (B2B) connection via web services to the Awarded Bidder's system(see Option B below). The Bidder must indicate which option it selects as the Commonwealth will allow only one (1) of the following options to be utilized. The Awarded Bidder will work with ES, Contract Compliance to setup the



Commonwealth's Remedy ITSM system, no matter which option it chooses.

a. OPTION A: Awarded Bidder utilizes the Commonwealth's Remedy ITSM environment exclusively based on the following guidelines:

- 1) The Awarded Bidder will be notified via email when help desk cases have been assigned. These help desk cases can then be forwarded or assigned to the Awarded Bidders appropriate personnel. The Awarded Bidder will be responsible for acquiring licenses to gain access to the Commonwealth's Remedy ITSM environment.
- 2) The Awarded Bidder will have remote access to the Commonwealth's Remedy ITSM system to view, modify, and resolve help desk cases.
- 3) Thorough documentation will be provided describing the Commonwealth's Remedy ITSM system, business processes, escalation procedures, data models, data extraction, and reporting procedures related to the Commonwealth's Remedy ITSM environment. The Awarded Bidder will be provided with the appropriate documentation needed to access the Commonwealth's Remedy ITSM environment.
- 4) Service Level Agreements (SLAs) will be captured for each priority defined, if applicable.
- 5) Float licenses will allow up to five (5) individuals to be signed into the Remedy ITSM system (only one (1) at a time). If more than one (1) float license is requested by an Awarded Bidder, the Awarded Bidder will be charged for the cost of each additional license. The estimated cost of a float license is \$2,500/ea.

b. OPTION B: Awarded Bidder provides its own ticketing/dispatch system and tickets will be shared utilizing a web service/XML based on the following guidelines:

- 1) The web services (XML) option allows data to pass between the Commonwealth's Remedy ITSM system server and the Awarded Bidders choice system. The web services in this scenario will be utilized to pass help desk case information between the Commonwealth's Remedy ITSM system server and the Awarded Bidders system.
- 2) The Commonwealth will provide necessary guidelines and specifications for setting up the web service process by providing a back end form to use for the ease of mapping and to eliminate security risks, also included in this document are the requirements to set up web services.
- 3) The Awarded Bidder must have a web service/XML subject matter expert/developer to configure and maintain

its own environment and to work with Commonwealth Remedy ITSM system personnel to implement based on the guidelines and specifications document provided.

- 4) The web service is available via the internet however; the Awarded Bidder must have a network administrator to work closely with Commonwealth Remedy ITSM system personnel to resolve any connectivity issues that may arise.

19. Bidders must complete, in its entirety, *Appendix C - Cost Matrix*.

B. Telephone Systems: The Awarded Bidder must comply with the following telephone system requirements:

The telephone system(s) being offered must be configured to meet the small, medium and large needs of the Commonwealth. Each configuration must indicate the minimum and maximum capacity specifications such as, but not limited to, number and type of ports, hours of storage and number of mailboxes.

The Bidder must indicate all of the items required, in order to make the telephone system(s) being offered fully operational, and include the equipment and/or other components, if any, which are interchangeable. The Bidder must indicate the cost for all items, as well as the costs for optional items and services within *Appendix C – Cost Matrix*.

1. The telephone system(s) being offered must include power failure and surge/transient protection. Bidders must include the cost for optional power failure and surge/transient protections within *Appendix C – Cost Matrix*.
2. The Awarded Bidder must have security measures in place to control access to the telephone system(s) being installed to prevent toll fraud.
3. The Bidder must provide a voice processing system as an option. The telephone system(s) being offered must include software for voice mail, telephone answering, automated attendant, audiotex, facsimile and forms software that can query a caller for information to be transcribed at a later time. Include all components and all optional capabilities, including expansions options within *Appendix C – Cost Matrix*.
4. The Bidder must provide automatic call distribution (ACD) as an option. The telephone system(s) being offered must include digital switching and must be expandable. The telephone system(s) being offered must be able to digitally store multiple announcements and have a complete reporting system.
5. The Bidder must provide station message detailed recording (SMDR) as an option. The telephone system(s) being offered must be microprocessor controlled; stand-alone telephone accounting system with fully modular software and expansion capability. Include all standard and optional SMDR capabilities within *Appendix C – Cost Matrix*.
6. The Awarded Bidder must allow remote access by the Commonwealth as a using agency may elect to perform remote moves, adds and changes

(MACs). The Awarded Bidder must provide remote maintenance 24/7 that includes monitoring of the telephone system for all alarms. A technician must be dispatched for all alarms not cleared remotely, and the location must be notified of the situation.

7. The telephone system(s) being offered must have inherent ISDN (integrated service digital network), ACD, and SMDR, and have IVR (Interactive Voice Response) capabilities, VoIP capability and must be T-1 (DS1)/DS3 compatible and must be capable of enabling Telephony Services Application Programmers Interface (TSAPI) or Telephone API. The telephone system(s) being offered must also have a minimum redundancy level of duplicate central processing units, RAM memory and power supply. The redundant system must be capable of hot swapping, that is, the ability to change integral parts without any loss of service. The telephone system(s) being offered must be configured non-blocking and provide a platform with open face specifications which will allow intra and internetwork videoconferencing and future advances in technology without requiring non-affected elements to be replaced. The telephone system(s) being offered must have sufficient memory to handle for example speed calling and the memory capacity must increase proportionately as configurations increase in size. The Awarded Bidder will be responsible for complete design of each telephone system.
8. The telephone system(s) being offered must be compatible with the Commonwealth's Voice over Internet Protocol (VoIP) solution and telephone devices.
9. The telephone system(s) being offered must have call tracing ability.
10. The Award Bidder must provide a cutover plan for each telephone system being installed.

C. Moves, Adds and Changes (MACs): The Awarded Bidder must comply with the following move, add and change requirements:

A move, add or change is defined as any ancillary service performed on equipment after a telephone system has been installed. Ancillary services are such things as, telephone moves when employees are relocated, telephone additions when new employees are hired and changes to equipment features.

1. The Awarded Bidder must be capable of performing MACs on installed telephone systems. The Awarded Bidder must, at a minimum, be able to perform MACs on:
  - a. Key Telephone Systems
  - b. PBX Telephone Systems
  - c. Installing of cable, less than 150 feet
  - d. CPU & Consoles, such as analog/digital
  - e. ISDN sets, attendant consoles, variety of IP sets compatible with the Commonwealth's VoIP solution.
  - f. PC voice mail systems
  - g. Conference phones

2. A location service visit charge will apply for all MACs, unless covered by maintenance. The Bidder must include the cost for service visits within *Appendix C – Cost Matrix*.
- D. Cabling: The Awarded Bidder must comply with the following cabling requirements:
1. As a standard all cable installed must be, at a minimum, Cat5e Unshielded Twisted Pair (UTP).
  2. Standard Cat5e cable being installed should not exceed 295 feet from the demarcation (demarc) point. The demarc being defined as the point between the wiring that comes in from the local telephone company and the wiring used to connect to the telephone system. The cost for cable runs which exceed 295 feet must be included in *Appendix C – Cost Matrix*.
  3. A minimum of one (1) power failure jack and one (1) 2500 type telephone must be included in the cost of each telephone system, if applicable, which must be located in a convenient accessible area such as at the receptionist's desk or manager's office, unless otherwise designated by the using agency TMO.
  4. The scope of the voice cabling support starts at the demarc, includes the main distribution frame (MDF), any intermediate distribution frames (IDFs), other wiring closets, the jacks located in the user space, and all wiring in-between.
  5. All cabling must clearly be labeled at both ends. Additionally, the patch panel or wiring block must be labeled with the telecommunications outlet number and locations of the remote end. The numbering scheme will be kept uniform and consistent throughout an entire location. Each installation will be required to have up-to-date cable records located at the MDF, IDF, or patch panel. The patch panel or wiring block must be labeled with the telecommunications outlet number and locations of the remote end. Documentation/labeling are typically done in accordance with the TIA 606 standards. These cable records are and will remain the property of the Commonwealth.
  6. On-site technicians must have all of the necessary tools to perform cabling services.
  7. All cabling will be installed and tested in accordance with the current version of the EIA/TIA-568 Commercial Building Wiring Standards and all associated reference documents.
  8. Voice circuits are typically terminated with industry standard telecommunications jacks (e.g., RJ11, RJ45). Jacks will be wired according to the current Electronic Industries Association/Telecommunications Industry Association (EIA/TIA)-568 Commercial Building Wiring Standard EIA/TIA 568B, bulletin TSB-36, or bulletin TSB-40A standards, based on relevancy.
  9. Testing may include, but is not limited to, attenuation testing, near-end crosstalk (NEXT) testing, distance testing (time domain reflectometer –

TDR), wiremap testing, jitter, and tone testing for any and all of the circuits and systems outlined above. The nature of the testing is determined by the equipment in use and the circuit type. Testing is typically per TIA/EIA TSB-67 standards and all associated reference documents. As a minimum the test results for each telecommunications outlet location must contain the jack number and wire map. Depending on the nature of the problem attenuation, near end crosstalk (NEXT), and cable impedance may also be required.

Testing/troubleshooting specific to ISDN includes full channel (analog only) / half channel (analog and digital) measurements (particularly when there is a PBX with ISDN interface), attenuation, line level, peak code word, crosstalk, idle channel noise, bit error testing, error measurement (short and long term), and coder offset. Due to the higher frequency of ISDN, voltage and current measurement alone is insufficient for ISDN testing.

10. All new cabling is required for each installation and must be Communications Riser cable (CMR) unless cabling is run in air plenum space in which case cabling must be Communications Plenum cable (CMP). The Awarded Bidder may only use a locations existing cable when prior approval is obtained from the using agency TMO. If an exception to use a locations existing cable is obtained the Awarded Bidder must provide a dollar per jack credit. All cable being reused requires testing. The Awarded Bidder must provide a minimum of 25% spare cable pairs at the mainframe and/or IDF.
11. Testing and certification is required to ensure all cables and their associated jacks, patch panels and jumpers meet the appropriate standards for the type of telephone system being installed. The Awarded Bidder must provide a complete copy of all certification test results to the using agency TMO.
12. All cable records must be updated whenever MACs are made that affect the internal building wiring in any way. These records must be updated by the technician performing the cabling service, on the same business day.
13. *Appendix I - Cable Management Record Form* must be utilized by the Awarded Bidder, its subcontractor(s) and using agency personnel when performing any service that affects cable and wiring information within a Commonwealth facility. The Awarded Bidder will be responsible for filling out the portion of the form which pertains to the cabling services performed and must send the completed form to the using agency TMO. The using agency TMO will enter the information from the form into the Commonwealth's ESMS.

The Awarded Bidder may be required, in the future, to update cable records through the ESMS. Access to the ESMS website will be provided, to the Awarded Bidder, for updating purposes only, when cable changes and/or new services are requested by the using agency. Information must

be updated through the ESMS website, by the Awarded Bidder, before billing takes place. In the case of a MAC order where a telephone is moved, the Awarded Bidder will be responsible for ensuring the cable records are updated. Until access to the ESMS website is provided to the Awarded Bidder, a hardcopy of the *Appendix I - Cable Management Record Form* must be provided to the using agency TMO.

- E. Maintenance & Warranty: The Awarded Bidder must comply with the following maintenance and warranty requirements:
1. The Awarded Bidder must, if elected by the using agency, service an installed telephone system until the expiration of its contract.
  2. The Awarded Bidder must include, at no cost to the Commonwealth, the most recent software upgrades during the warranty period. The Awarded Bidder must also include, at no cost to the Commonwealth, the most recent software upgrades when telephone systems are covered by maintenance. If other costs are associated with software upgrades they must be included within *Appendix C – Cost Matrix*. The Bidder must include a cost for maintenance within *Appendix C – Cost Matrix*.
  3. The Awarded Bidder must have a dispatch center that will be responsible for receiving and handling all service calls from the Commonwealth. The centralized dispatch center must have a toll free telephone number specifically for use by the Commonwealth when placing service calls. Sufficient support must be available, at all times, to meet the needs of the Commonwealth. The Commonwealth will not call a manufacturer directly for any warranty or maintenance issues.

The Awarded Bidder must provide a facility to receive service calls on a 24-hour per day basis, 365 days of the year, during the warranty period and any additional maintenance periods.

- a. The Awarded Bidder must provide a listing of maintenance locations and list which counties will be covered by each location.
    - 1) Indicate how many service technicians, trained on the telephone systems and equipment being offered, will be available at each location and the number of locations for which the technicians will be responsible.
    - 2) Indicate how many fully equipped service vehicles will be available and at which locations the vehicles are assigned.
  - b. The Bidder must provide remote alarm capabilities.
- F. Training: The Awarded Bidder must comply with the following training requirements:
1. The Awarded Bidder must provide training for the technical staff responsible for administrative support of a telephone system during the warranty and any additional maintenance periods. Training must include all processes including, MACs, equipment, voice mail, ACD, call

accounting packages for the telephone system. Specify the costs associated with training within *Appendix C – Cost Matrix*.

Training courses must be provided at the location where the telephone system has been installed. Examples of training elements would be; all varieties of telephones, attendant consoles, equipment, voice mail, ACD, administrative terminal, etc. The date and time of the training courses must be coordinated between the project manager and the using agency.

2. Training courses must be completed prior to acceptance and activation of a telephone system. Specific training courses for the administrator of voice mail, ACD, SMDR and attendant consoles must be conducted separately.
3. Training documentation must be provided to technical staff for each telephone system. The Awarded Bidder must develop, update and maintain all training documentation during warranty and any additional maintenance periods.
4. The Awarded Bidder must provide unlimited follow-up training, when new equipment or features are added, at no cost, when requested by the using agency.

G. Liquidated Damages: The Awarded Bidder must comply with the following liquidated damage requirements:

1. Liquidated damage charges will not be assessed where performance by the Awarded Bidder is prevented or delayed by acts of God, freight embargoes, strikes, fire or acts of government, provided the Awarded Bidder notifies the using agency of such circumstances and the using agency reasonably determines that the failure to perform within the specified time was beyond the control and without the fault or negligence of the Awarded Bidder. The cost for liquidated damages being imposed by the Commonwealth may be deducted from scheduled payments to the Awarded Bidder or may be billed separately.
2. The liquidated damage charges for services associated with the contract(s) resulting from this IFB are referenced within *Appendix G – Service Level Agreements*.

H. Reporting: The Award Bidder must comply with the following reporting requirements:

The reporting requirements for the contract(s) resulting from this IFB are referenced within *Appendix G – Service Level Agreements*, in addition to providing general monthly performance reports.

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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 COMMONWEALTH OF PENNSYLVANIA to satisfy a need for PBX & Key Telephone Systems.

#### **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 Established Price Contract 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.OA.STATE.PA.US](http://WWW.OA.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 05 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-002.3 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.4 CONTRACT-003.1a Signatures – Contract (Oct 2013)**

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

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

The fully-executed Contract may be sent to the Contractor electronically or through facsimile equipment. The electronic transmission of 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.5 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.6 CONTRACT-005.1a Purchase Orders (Oct 2013)**

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

Purchase Orders will not include an "ink" signature by the Agency. The electronically-printed name of the purchaser represents the signature of that individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.

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

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

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

the location designated for such documents.

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

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

#### **V.7 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.8 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.9 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.10 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.11 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.12 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.13 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.14 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.15 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.16 CONTRACT-011.1a Compliance With Law (Oct 2006)**

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

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

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

#### **V.18 CONTRACT-014.1 Post-Consumer Recycled Content (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/consolve/tools/cpg/index.htm> .

#### **V.19 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.20 CONTRACT-015.1 Compensation (Oct 2006)**

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

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

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

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

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

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

## **V.22 CONTRACT-016.1 Payment (Oct 2006)**

- a. The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Contract; (b) thirty (30) days after a proper invoice actually is received at the "Bill To" address if a date on which payment is due is not specified in the Contract (a "proper" invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by (a) and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within fifteen (15) days after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications. The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.
- b. The Commonwealth shall have the option of using the Commonwealth purchasing card to make purchases under the Contract or Purchase Order. The Commonwealth's purchasing card is similar to a credit card in that there will be a small fee which the Contractor will be required to pay and the Contractor will receive payment directly from

the card issuer rather than the Commonwealth. Any and all fees related to this type of payment are the responsibility of the Contractor. In no case will the Commonwealth allow increases in prices to offset credit card fees paid by the Contractor or any other charges incurred by the Contractor, unless specifically stated in the terms of the Contract or Purchase Order.

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

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

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

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

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

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

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

- a. The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, *et seq.*), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.
- b. Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

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

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

#### **V.28 CONTRACT-021.1 Default (Oct 2013)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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



event shall the Contractor be entitled to recover loss of profits.

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

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

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

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

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

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

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

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

b. The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.

c. The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or

responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.

d. Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.

e. For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.

f. Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.

g. A change of name by the Contractor, following which the Contractor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Contracting Officer written notice of any such change of name.

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

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

### **V.34 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (July 2012)**

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.

3. The Contractor and each subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

4. The Contractor and each subcontractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

5. The Contractor and each subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the contracting agency and the Bureau of Small Business Opportunities (BSBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within fifteen (15) days after award of any contract, the Contractor shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. If the contract is a construction contract, then the Contractor shall be required to complete, sign and submit Form STD-28, the "Monthly Contract Compliance Report for Construction Contractors",

each month no later than the 15th of the month following the reporting period beginning with the initial job conference and continuing through the completion of the project. Those contractors who have fewer than five employees or whose employees are all from the same family or who have completed the Form STD-21 within the past 12 months may, within the 15 days, request an exemption from the Form STD-21 submission requirement from the contracting agency.

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

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

### **V.35 CONTRACT-028.1 Contractor Integrity Provisions (Oct 2013)**

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

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

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

2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.

3. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the *Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.*; the *State Adverse Interest Act, 71 P.S. §776.1 et seq.*; and the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.*, or to breach any other state or federal law or regulation.

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

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

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

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

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

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

- a.** Approved in writing by the Commonwealth prior to its disclosure; or
- b.** Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or
- c.** Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
- d.** Necessary for purposes of Contractor's internal assessment and review; or
- e.** Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or
- f.** Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain; or
- g.** Otherwise required by law.

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

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

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

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

- i. Debarment by any agency or department of the federal government or by any other state.
- j. Any other crime involving moral turpitude or business honesty or integrity.

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

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

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

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

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

**14.** Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.

**15.** Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or concern this contract.

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

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

- a. "Confidential information" means information that a) is not already in the public domain; b) is not available to

the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through a act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.

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

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

**d.** “Financial interest” means:

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

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

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

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

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

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

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

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

**1.** The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.

**2.** The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

**3.** The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are

suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.

5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

6. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

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

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

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

#### **V.38 CONTRACT-031.1 Hazardous Substances (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.39 CONTRACT-032.1 Covenant Against Contingent Fees (Oct 2006)**



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

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

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

#### **V.41 CONTRACT- 034.1b 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.42 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.43 CONTRACT-034.3 Controlling Terms and Conditions (Aug 2011)**

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

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

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

change order. Any dispute by the Contractor in regard to the performance required by any notification of change shall be handled through Contract Controversies Provision.

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

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

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

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

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

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

- (1) Prepare an un-redacted version of the appropriate document, and
- (2) Prepare a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret, and
- (3) Prepare a signed written statement that states:
  - (i) the attached document contains confidential or proprietary information or trade secrets;
  - (ii) the Contractor is submitting the document in both redacted and un-redacted format in accordance with 65 P.S. § 67.707(b); and

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

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

#### **V.46 CONTRACT-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.47 CONTRACT-046.1 Manufacturer's Price Reduction (Oct 2006)**

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

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

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

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

#### **V.49 CONTRACT-052.1 Right to Know Law (Feb 2010)**

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

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

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

1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to,



and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and

2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.

- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.
- g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

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:

■  
■  
■

# INSTRUCTIONS

**ZONES:** The Bidder must indicate, by checking the appropriate box, the zone(s) where it intends to provide telephone systems, equipment and other related services. The Bidder must indicate the manufacturer of the telephone system(s) being offered.

**ADDITIONAL COSTS:** The Bidder must indicate the costs for labor, location assessments and service visits.

**TELEPHONE SYSTEMS:** The Bidder must indicate all of the items required in order to make the telephone system(s) being offered fully operational. The Bidder must indicate the cost for all items, as well as the costs for those optional items and services within Section II - Specifications of the IFB. The Bidder must indicate each item type; Base System: required to make the telephone system fully operational, Expansion Configuration: required to make the telephone system more robust, Additional Component: additional components which are functional with the telephone system, Additional Feature: additional features which are compatible with the telephone system.

# Zones

The Bidder must indicate, by checking the appropriate box, the zone(s) where it intends to provide telephone systems, equipment and other related services. The Bidder must indicate the manufacturer of the telephone system(s) being offered.

Zones	Manufacturer(s)
<input type="checkbox"/> <b>Zone 1 – Western Pennsylvania – includes the following counties:</b> Erie, Crawford, Mercer, Lawrence, Beaver, Washington, Greene, Fayette, Westmoreland, Allegheny, Butler, Venango, Warren, McKean, Forest, Elk, Clarion, Jefferson, Armstrong, Indiana, Clearfield, Cambria, Somerset.	
<input type="checkbox"/> <b>Zone 2 – Central Pennsylvania – includes the following counties:</b> Potter, Cameron, Clinton, Centre, Blair, Bedford, Fulton, Huntingdon, Tioga, Lycoming, Union, Snyder, Mifflin, Juniata, Perry, Cumberland, Franklin, Adams, York, Lancaster, Lebanon, Dauphin, Northumberland, Montour, Columbia, Schuylkill, Luzerne, Wyoming, Sullivan, Lackawanna, Bradford, Susquehanna.	
<input type="checkbox"/> <b>Zone 3 – Eastern Pennsylvania – includes the following counties:</b> Wayne, Pike, Monroe, Carbon, Northampton, Lehigh, Berks, Bucks, Montgomery, Chester, Delaware, Philadelphia	

# Labor, Location Assessment and Service Visit Costs

The Bidder must indicate the costs for labor, location assessments and service visits.

<b>Labor</b>	
Weekday Hourly Rate	
Weekend/Holiday Hourly Rate	
*Overtime Hourly Rate	

\*Applies only if a technician exceeds eight (8) continuous work hours within a twenty-four (24) hour period.

<b>Location Assessments &amp; Visitation</b>	
Location Assessment Cost	
Service Visit Cost	

# Small Key Telephone System Configuration(s)

The Bidder must indicate all of the items required in order to make the telephone system(s) being offered fully operational. The Bidder must indicate the cost for all items, as well as the costs for those optional items and services within Section II - Specifications of the IFB. The Bidder must indicate each item type; Base System: required to make the telephone system fully operational, Expansion Configuration: required to make the telephone system more robust, Additional Component: additional components which are functional with the telephone system, Additional Feature: additional features which are compatible with the telephone system.

Item Description	Item Type	Manufacturer	Model	Cost

# Medium Key Telephone System Configuration(s)

The Bidder must indicate all of the items required in order to make the telephone system(s) being offered fully operational. The Bidder must indicate the cost for all items, as well as the costs for those optional items and services within Section II - Specifications of the IFB. The Bidder must indicate each item type; Base System: required to make the telephone system fully operational, Expansion Configuration: required to make the telephone system more robust, Additional Component: additional components which are functional with the telephone system, Additional Feature: additional features which are compatible with the telephone system.

Item Description	Item Type	Manufacturer	Model	Cost

# Large Key Telephone System Configuration(s)

The Bidder must indicate all of the items required in order to make the telephone system(s) being offered fully operational. The Bidder must indicate the cost for all items, as well as the costs for those optional items and services within Section II - Specifications of the IFB. The Bidder must indicate each item type; Base System: required to make the telephone system fully operational, Expansion Configuration: required to make the telephone system more robust, Additional Component: additional components which are functional with the telephone system, Additional Feature: additional features which are compatible with the telephone system.

Item Description	Item Type	Manufacturer	Model	Cost



# Small PBX Telephone System Configuration(s)

The Bidder must indicate all of the items required in order to make the telephone system(s) being offered fully operational. The Bidder must indicate the cost for all items, as well as the costs for those optional items and services within Section II - Specifications of the IFB. The Bidder must indicate each item type; Base System: required to make the telephone system fully operational, Expansion Configuration: required to make the telephone system more robust, Additional Component: additional components which are functional with the telephone system, Additional Feature: additional features which are compatible with the telephone system.

Item Description	Item Type	Manufacturer	Model	Cost

# Medium PBX Telephone System Configuration(s)

The Bidder must indicate all of the items required in order to make the telephone system(s) being offered fully operational. The Bidder must indicate the cost for all items, as well as the costs for those optional items and services within Section II - Specifications of the IFB. The Bidder must indicate each item type; Base System: required to make the telephone system fully operational, Expansion Configuration: required to make the telephone system more robust, Additional Component: additional components which are functional with the telephone system, Additional Feature: additional features which are compatible with the telephone system.

Item Description	Item Type	Manufacturer	Model	Cost

# Large PBX Telephone System Configuration(s)

The Bidder must indicate all of the items required in order to make the telephone system(s) being offered fully operational. The Bidder must indicate the cost for all items, as well as the costs for those optional items and services within Section II - Specifications of the IFB. The Bidder must indicate each item type; Base System: required to make the telephone system fully operational, Expansion Configuration: required to make the telephone system more robust, Additional Component: additional components which are functional with the telephone system, Additional Feature: additional features which are compatible with the telephone system.

Item Description	Item Type	Manufacturer	Model	Cost

## Appendix D - Lobbying Certification Form

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

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

# 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 _____, <i>if known</i> :  <b>Congressional District, if known:</b>	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>   <b>Congressional District, if known:</b>	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, <i>if applicable</i> : _____	
<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> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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

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

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

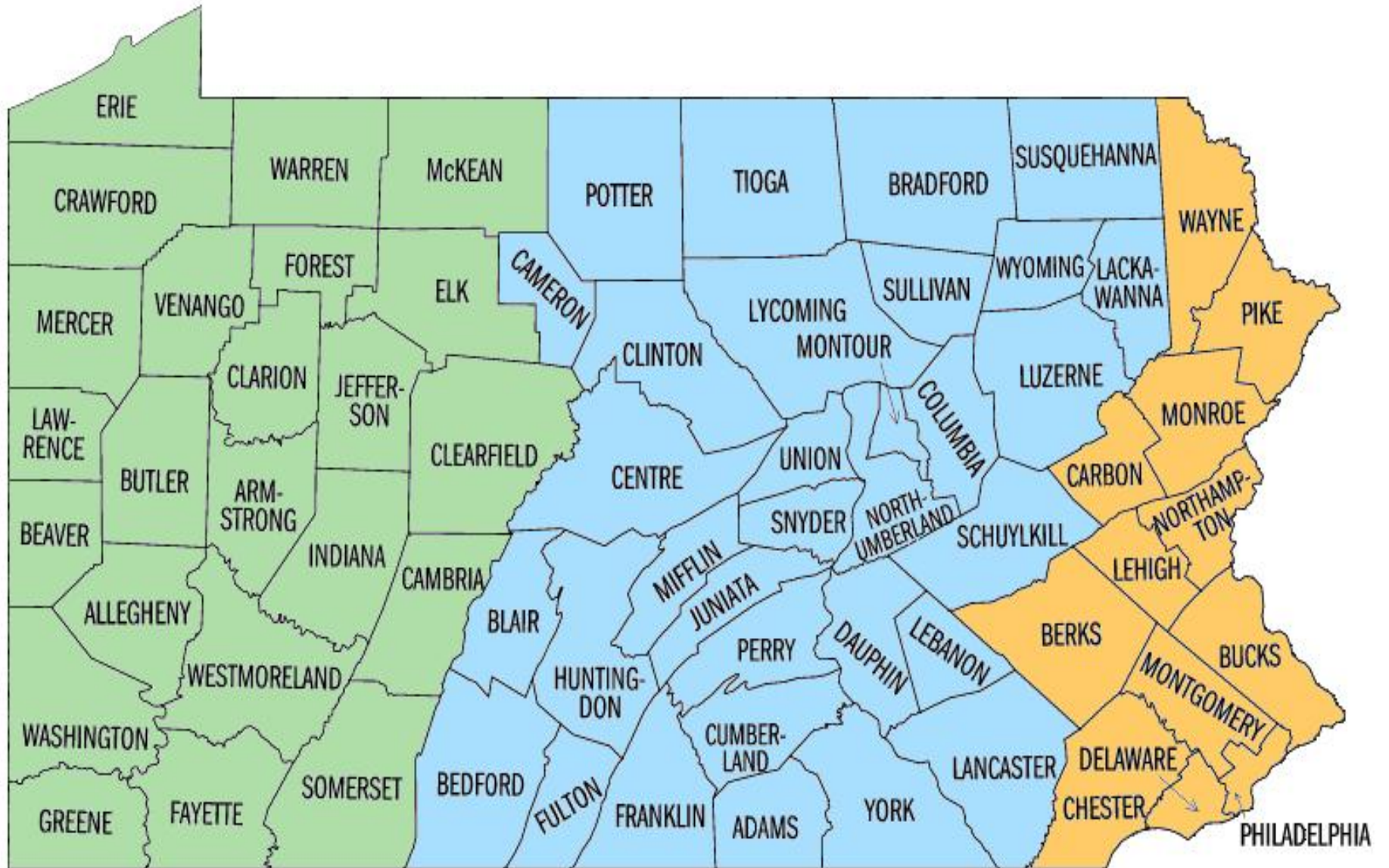
According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information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

# Appendix F – Zones

 ZONE 1

 ZONE 2

 ZONE 3



**Zone 1 – Western Pennsylvania – includes the following counties:**

Erie, Crawford, Mercer, Lawrence, Beaver, Washington, Greene, Fayette, Westmoreland, Allegheny, Butler, Venango, Warren, McKean, Forest, Elk, Clarion, Jefferson, Armstrong, Indiana, Clearfield, Cambria, Somerset.

**Zone 2 – Central Pennsylvania – includes the following counties:**

Potter, Cameron, Clinton, Centre, Blair, Bedford, Fulton, Huntingdon, Tioga, Lycoming, Union, Snyder, Mifflin, Juniata, Perry, Cumberland, Franklin, Adams, York, Lancaster, Lebanon, Dauphin, Northumberland, Montour, Columbia, Schuylkill, Luzerne, Wyoming, Sullivan, Lackawanna, Bradford, Susquehanna.

**Zone 3 – Eastern Pennsylvania – includes the following counties:**

Wayne, Pike, Monroe, Carbon, Northampton, Lehigh, Berks, Bucks, Montgomery, Chester, Delaware, Philadelphia.

<b>Current Installed PBX/Key Telephone System within the Commonwealth</b>		
<b>Zone 1</b>	<b>Zone 2</b>	<b>Zone 3</b>
179	247	91



Table 1 SLA #1 System Installation on Time

			Start Date
<b>SLA # 1 – System Installation On Time</b>			
<b>Service Level Description</b>	System Installation Complete		
<b>Service Level Definition</b>	Installation must be completed within 60 days of the ESMS order submit date.		
<b>Service Measurement</b>	Timeliness		
<b>Metric Description</b>	Installations whose 60-day end date period falls within the calendar month but do not meet the 60-day requirement as completed will be reported as in violation.		
<b>Metric Inclusions</b>	All ESMS PBX/Key requests for installations		
<b>Metric Exclusions</b>	The following request types will be excluded from service level counts: <ul style="list-style-type: none"> <li>▪ All other ESMS requests</li> </ul>		
<b>Service Level</b>	60 days		
<b>Calculation</b>	>60 days to install (# days to install = difference between ESMS order submit date and ESMS actual complete date)		
<b>Data Source/s</b>	Enterprise Service Management System (ESMS)		
<b>Reporting Format/s</b>	<u>Preferred Format:</u> PDF <u>Report Elements:</u> SUMMARY REPORT – Header to include, but not limited to: SLA, SLA Description, Agency Name, # of Misses, Remedies Paid. DETAIL REPORT - Header to include, but not limited to: Total Number of PBX/Key Installations Due, Total Number of PBX/Key Installations Completed, Service Level, Service Level Achieved [Yes/No]; Detail to include PBX/Key installations due, Requesting Agency, Purchase Order number, Purchase Order Issuance Date, Installation Completed Date <u>Detailed Exclusion Report:</u> To include, but not limited to: PBX/Key Installation(s) due, Requesting Agency, Purchase Order number, Purchase Order Issuance Date, Installation Completed Date, Reason for Exclusion		
<b>Measurement Window</b>	Monthly		
<b>Service Level Reporting Window</b>	Statistics will be provided by the vendor within ten (10) business days after the end of the month measured		
<b>Liquidated Damages Calculation</b>	(.5 x .01 x # business days delinquent) but no more than (.5 x total price of phone system) or stated as: One-half of 1% per business day of delinquency, but not to exceed fifty (50) percent of the total price of the phone system.		
<b>Agency Recoupment method</b>	Deducted from scheduled payment, shown on invoice		

Table 2 SLA #2 Routine Service Repair

			Start Date
<b>SLA # 2 – Routine Service Repair</b>			
<b>Service Level Description</b>	Routine Service Repair		
<b>Service Level Definition</b>	Vendor must respond to the agency request within 24 hours of the Trouble Ticket Create date/time. Vendor must perform repair services within 24 hours after initial response to original request.		
<b>Service Measurement</b>	Timeliness		
<b>Metric Description</b>	Repair services within 24 hours after response to service request, within normal working hours; 8 am to 5 pm, Monday thru Friday. Definitions include: <ul style="list-style-type: none"> <li>• Trouble Ticket Create date/time – the time the request was initiated for service</li> <li>• Resolved date/time – the time that the request was determined to be completed by the Awarded Bidder</li> <li>• “Pending” elapsed time – the amount of time that the trouble ticket is set to this status, which will stop the clock from running</li> <li>• Initial response date/time – the time that the request was initially acted upon by the Awarded Bidder</li> <li>• Trouble Ticket (TT) elapsed time – the time between the resolved date/time and initial response date/time, minus the “pending” elapsed time</li> </ul>		
<b>Metric Inclusions</b>	All Remedy tickets for PBX/Key systems		
<b>Metric Exclusions</b>	Remedy tickets for non-PBX/Key systems		
<b>Service Level</b>	Less than 24 hours		
<b>Calculation</b>	TT elapsed time = ((resolved date/time – initial response date/time) – “pending” elapsed time) < 24		
<b>Data Source/s</b>	Enterprise Remedy System		
<b>Reporting Format/s</b>	<p><u>Preferred Format:</u> PDF</p> <p><u>Report Elements:</u> SUMMARY REPORT – Header to include, but not limited to: SLA, SLA Description, Agency Name, # of Misses, Remedies Paid. DETAILED REPORT – Header to include, but not limited to: SLA, SLA Description, Agency, Remedy PBX/Key Incident ID, Initial Response Date/Time, Resolved Date/Time, TT Elapsed Time</p> <p><u>Detailed Exclusion Report:</u> To include, but not limited to: Requesting Agency, Remedy PBX/Key Incident ID, Incident Request Date/Time, Incident Response Date/Time, Incident Resolved Date/Time, Reason for Exclusion</p>		
<b>Measurement Window</b>	Monthly		

<b>Service Level Reporting Window</b>	Statistics will be provided by the vendor within ten (10) business days after the end of the month measured
<b>Liquidated Damages Calculation</b>	\$100.00 initial charge plus \$10.00 per hour for each additional hour until service is repaired
<b>Agency Recoupment method</b>	Deducted from scheduled payment, shown on invoice

Table 3 SLA #3 Minor Malfunction Response

			Start Date
<b>SLA # 3 – Minor Malfunction Response</b>			
<b>Service Level Description</b>	Minor Malfunction Response		
<b>Service Level Definition</b>	Vendor must respond by arriving at the location of the minor malfunction within 8 hours after notification.		
<b>Service Measurement</b>	Timeliness		
<b>Metric Description</b>	<p>Respond to Remedy incident request by arriving at site of minor malfunction within 8 hours.</p> <ul style="list-style-type: none"> <li>• Create date/time – the time the request was initiated for service</li> <li>• Arrival date/time – the time that the Awarded Bidder arrived at the site</li> <li>• Elapsed time – the arrival date/time minus the create date/time</li> </ul>		
<b>Metric Inclusions</b>	<p>A minor malfunction must be defined as, but not limited to, an occurrence of any or all of the following:</p> <ol style="list-style-type: none"> <li>1) A failure of between 10% and up to 39% of the trunks or a total number of three (3) trunks or greater to function as normally intended.</li> <li>2) A failure of between 10% and up to 39% of the stations or equipment or a total of three (3) stations or greater.</li> <li>3) Any failure of supervisor and answering positions.</li> <li>4) A failure of any equipment, which renders it incapable of functioning as it was intended. This includes features such as, ACD, auto attendant, voice mail, SMDR, etc.</li> <li>5) An indication of minor alarm condition.</li> </ol>		
<b>Metric Exclusions</b>	Remedy tickets for non-PBX/Key systems		
<b>Service Level</b>	Arrive at location of minor malfunction within 8 hrs after notification		
<b>Calculation</b>	Elapsed time = (Arrival date/time – create date/time) < 8 hours		
<b>Data Source/s</b>	Enterprise Remedy System		
<b>Reporting Format/s</b>	<p><u>Preferred Format:</u> PDF</p> <p><u>Report Elements:</u> SUMMARY REPORT – Header to include, but not limited to: SLA, SLA Description, Agency Name, # of Misses, Remedies Paid.            DETAILED REPORT – Header to include, but not limited to: SLA, SLA Description, Agency, Remedy PBX/Key Incident ID, Create Date/Time, Arrival Date/Time, Elapsed Time</p> <p><u>Detailed Exclusion Report:</u> To include, but not limited to: Requesting Agency, Remedy PBX/Key Incident ID, Incident Create Date/Time, Incident Response Date/Time, Incident Resolved Date/Time, Reason for Exclusion</p>		
<b>Measurement Window</b>	Monthly		
<b>Service Level Reporting</b>	Statistics will be provided by the vendor within ten (10) business days after the end of the month measured		

<b>Window</b>	
<b>Liquidated Damages Calculation</b>	\$100.00 initial charge plus \$10.00 per hour for each additional hour until service is repaired
<b>Agency Recoupment method</b>	Deducted from scheduled payment, shown on invoice

Table 4 SLA #4 Major Malfunction Response

			Start Date
<b>SLA # 4 – Major Malfunction Response</b>			
<b>Service Level Description</b>	Major Malfunction Response		
<b>Service Level Definition</b>	Vendor must respond by arriving at the location of the major malfunction within 2 hours after notification.		
<b>Service Measurement</b>	Timeliness		
<b>Metric Description</b>	<p>Respond to Remedy incident request by arriving at site of major malfunction within 2 hours.</p> <ul style="list-style-type: none"> <li>• Create date/time – the time the request was initiated for service</li> <li>• Arrival date/time – the time that the Awarded Bidder arrived at the site</li> <li>• Elapsed time – the arrival date/time minus the create date/time</li> </ul>		
<b>Metric Inclusions</b>	<p>A major malfunction must be defined as, but not limited to, an occurrence of any or all of the following:</p> <ol style="list-style-type: none"> <li>1) A failure of the telephone system, which renders it incapable of performing its normal functions.</li> <li>2) A failure of any or all of the consoles which prevents the telephone system from receiving or transmitting calls.</li> <li>3) A failure of any equipment, which renders it incapable of functioning. This includes features such as ACD, auto attendant, voice mail, paging, SMDR, etc.</li> <li>4) A failure of 40% or more of the trunks to function as they are normally intended to.</li> <li>5) A failure of 40% or more of the stations to function as they are normally intended to.</li> <li>6) An indication of a major alarm condition. .</li> </ol>		
<b>Metric Exclusions</b>	Remedy tickets for non-PBX/Key systems		
<b>Service Level</b>	Arrive at location of major malfunction within 2 hrs after notification		
<b>Calculation</b>	Elapsed time = (Arrival date/time – create date/time) < 2 hours		
<b>Data Source/s</b>	Enterprise Remedy System		
<b>Reporting Format/s</b>	<p><u>Preferred Format:</u> PDF</p> <p><u>Report Elements:</u> SUMMARY REPORT – Header to include, but not limited to: SLA, SLA Description, Agency Name, # of Misses, Remedies Paid. DETAILED REPORT – Header to include, but not limited to: SLA, SLA Description, Agency, Remedy PBX/Key Incident ID, Create Date/Time, Arrival Date/Time, Elapsed Time</p> <p><u>Detailed Exclusion Report:</u> To include, but not limited to: Requesting Agency, Remedy PBX/Key Incident ID, Incident Create Date/Time, Incident Response Date/Time, Incident Resolved Date/Time, Reason for Exclusion</p>		

<b>Measurement Window</b>	Monthly
<b>Service Level Reporting Window</b>	Statistics will be provided by the vendor within ten (10) business days after the end of the month measured
<b>Liquidated Damages Calculation</b>	\$200.00 initial charge plus \$20.00 per hour for each additional hour until service is repaired
<b>Agency Recoupment method</b>	Deducted from scheduled payment, shown on invoice

## Service Level Methodology

### I. General Provisions:

The following terms must have the following meanings:

#### A. General:

- (i) The service levels measure whether the Awarded Bidder has met certain agreed, measurable criteria for the services that the Awarded Bidder is contractually committed to provide to the Commonwealth. The Awarded Bidder must monitor, measure, collect, record and report to the Commonwealth its performance beginning on the service level commencement date and thereafter during the term against all service levels then in effect.
- (ii) This schedule sets forth certain service levels against which the Awarded Bidder's performance of the services must be measured. The Awarded Bidder must perform the services at or above the levels of performance indicated and if the Awarded Bidder fails to do so and is not otherwise excused from such failure, the Awarded Bidder must take the corrective actions and may be subject to the other remedial measures specified in this schedule and the contract.
- (iii) The Awarded Bidder must be responsible for, and have in place as of the applicable service level commencement date, all of the measuring, monitoring and reporting capabilities necessary for measuring, monitoring and reporting the Awarded Bidder's performance against the service levels.
- (iv) Except as otherwise stated, all service levels must be measured by the Awarded Bidder on a twenty-four (24) hours-per-day, (7) days-a-week, three hundred sixty-five (365) days-per-year basis. The Awarded Bidder must report to the Commonwealth its performance against service levels upon the measurement window frequency specified for each service level in schedule
- (v) The Awarded Bidder must promptly investigate and remediate all failures associated with service levels in accordance with Section VII below.
- (vi) The Awarded Bidder must provide the Commonwealth with the performance reporting for the services as specified in this schedule.
- (vii) The Commonwealth will have the right to receive service level credits and ultimately to terminate the services notwithstanding any of the aforesaid efforts of the Awarded Bidder, if and to the extent such rights accrue in accordance with the contract or this schedule.
- (viii) The Commonwealth and the Awarded Bidder will each provide a single point of contact for the prompt resolution of all service level defaults and all failures to provide services to the Commonwealth in accordance with this schedule and the contract.

#### B. Reporting of Performance Measures:

Commencing on the service level commencement date and continuing throughout the term:

- (i) The Awarded Bidder must assemble and create the reports described in this schedule on the performance of the services, in order to assist in the effective management of the services and support the improvement of the service levels as described herein.
- (ii) The Awarded Bidder must provide detailed supporting information for each report to the Commonwealth in electronic form suitable for use on a personal computer, upon request.
- (iii) Commencing with the service level commencement date, within ten (10) business days after the last day of each month during the term, the Awarded Bidder will provide a monthly performance report that reports various metrics, including:
  - a. The Awarded Bidder's performance against and calculations with respect to each service level during the preceding month;
  - b. The Awarded Bidder's performance with respect to each service level as a trend analysis against a thirteen (13) month rolling performance trend report; and



- c. Potential problems of which the Awarded Bidder is aware that could reasonably be expected to result in a failure to meet a service level and remedial actions including summaries of the reports submitted to the Commonwealth.
- (iv) If any monthly performance report provided by the Awarded Bidder to the Commonwealth does not have sufficient detail and accuracy for the Commonwealth to determine whether the Awarded Bidder achieved or failed to achieve the service level for each service level in the immediately preceding measurement window, then the Commonwealth may provide written notice thereof to the Awarded Bidder, for a replacement report. The Awarded Bidder must provide the replacement report to the Commonwealth within ten (10) calendar days after receiving such notice.

## II. Service Level Obligations:

### A. Service Level Obligations:

The metrics, measurement standards, and other pertinent features are described in schedule.

### B. Commencement of Service Level Obligations:

The Awarded Bidder must begin delivering the services in accordance with the service levels as each service offering is procured, maintained, or repaired.

### C. Service Level Defaults, Service Level Termination Event, and Excused Performance:

- (i) Generally: The Commonwealth believes that all service levels are important to the proper support and operation of the Commonwealth's business.
- (ii) Service Level Defaults: The Awarded Bidders performance that results in a service level default must:
  - a. Entitle the Commonwealth to receive a service level credit,
  - b. Result in the Awarded Bidder promptly preparing a written root cause and recovery plan designed to prevent the reoccurrence of such service level default.
- (iii) Excused Performance
  - a. Any occasional request by the Awarded Bidder for temporary SLA relief on a per incident basis must be submitted in advance in writing to the Commonwealth in accordance with the Change Procedures. The Commonwealth must in its sole discretion determine whether SLA relief should be granted and the period of time for such relief (if any), and its decision in this respect must not be subject to dispute resolution.
  - b. The Awarded Bidder's failure to achieve the service level will not constitute a service level default or accrue toward a service level termination event to the extent such failure is excused in accordance with the terms of the contract.

### D. Dispute Resolution:

If, after negotiating in good faith, the Commonwealth and the Awarded Bidder are unable to agree on an equitable adjustment for the service levels within ninety (90) days after completion of the applicable measurement period, either party may escalate the matter in accordance with the dispute resolution procedures set forth in the contract. Until such adjustment is resolved pursuant to such procedures, service level must remain as originally agreed by the Commonwealth and the Awarded Bidder.

### **III. Additions, Modifications, Deletions and Reclassifications of Service Levels:**

#### **A. Additions and Modifications of Service Levels:**

- (i) The Commonwealth may require the Awarded Bidder to modify the definition, metrics, data elements, measurement standards, or other pertinent features of any existing service level, by sending a written request to the Awarded Bidder at least ninety (90) days prior to the date that such modifications are to be effective; provided that the Commonwealth may send such a request (which request may contain multiple changes) not more than once each calendar quarter. The terms and conditions upon which such modifications of metrics are implemented must be subject to the reasonable and mutual agreement of the Commonwealth and the Awarded Bidder and must be determined pursuant to the Change Procedures (in which measurement tools and design changes appropriate to each new service level or modified metric or measurement standard must be negotiated in good faith and agreed). The Awarded Bidder may not withhold its consent to add new service levels or modify the definition, metrics, data elements, measurement standards, or other pertinent features of any existing service levels, but the Awarded Bidder is permitted to negotiate in good faith the implementation specifics for such requested additions and modifications, including equitable adjustments to the charges.
- (ii) For new service levels, the Awarded Bidder must submit its proposal to the Commonwealth for review and approval through the Change Procedures.
- (iii) The Awarded Bidder must begin providing monthly performance measurements within thirty (30) calendar days of Commonwealth approval.

#### **B. Deletions of Service Levels:**

The Commonwealth may delete service levels by sending written notice to the Awarded Bidder at least thirty (30) days prior to the date that such deletions are to be effective.

### **IV. Measuring Tools:**

- A. Commencing on each applicable service level commencement date, the Awarded Bidder must provide, implement, maintain and utilize the necessary measurement and monitoring tools and procedures required to measure and report on the Awarded Bidder's performance of the services against the applicable service levels. The Awarded Bidder's measurement and monitoring of service level performance must permit reporting at a level of detail sufficient to permit the Commonwealth to verify compliance with the service levels, and must be subject to audit by the Commonwealth pursuant to the contract. The Awarded Bidder must provide the Commonwealth with information about and access to such procedures upon request for purposes of verification.
- B. Notwithstanding the foregoing, any new tools required for new service levels added after the effective date must be identified in the Change Request Form or other documentation approving such new service level. In connection therewith, the Awarded Bidder must be obligated to propose a commercially reasonable measuring tool or methodology for a service level, and if it fails to do so, such tool or methodology must be determined by mutual agreement between the Commonwealth and Awarded Bidder.
- C. If, after the effective date or the implementation of tools for new service levels either the Commonwealth or the Awarded Bidder desires to use a different measuring tool or methodology for a service level, it must request such change through the Change Procedures. If the other Party approves the new measuring tool or methodology, the Commonwealth and the Awarded Bidder will reasonably adjust the service level measurements to account for any increased or decreased sensitivity in the new measuring tools. It is not anticipated that changes in the measuring tools or methodologies will drive changes in service levels; rather, the need to collect and accurately reflect the performance data should drive the development or change in measuring tools or methodologies.

**V. Remedies and Waivers:**

The exercise by the Commonwealth of its rights under this schedule, including the right to receive service level credits must be without prejudice to its other rights or remedies under the contract or at law or equity, including the Commonwealth's right to claim and collect damages and the Commonwealth's right to terminate the contract in whole or in part in accordance with the contract.

**VI. Annual Review:**

Within twelve (12) months after each applicable service level commencement date, and at least annually thereafter (after all initial service level commencement dates have passed, the Commonwealth and Awarded Bidder must agree to synchronize to a single date for future use), or at the request of either the Commonwealth or the Awarded Bidder, the Awarded Bidder and the Commonwealth will review the service levels and any proposed adjustments to them as appropriate pursuant to the Change Control Procedures to reflect any improved performance capabilities associated with advances in the technology and methods used to perform the services or material changes in volumes and metrics used to determine the service levels. The Commonwealth and the Awarded Bidder will also review any other considerations relating to the service levels raised by either the Commonwealth or the Awarded Bidder. As part of this review process, the Commonwealth and the Awarded Bidder may:

- A. jointly determine and agree on the addition and/or removal of service levels,
- B. revise the categorization of service levels,

**VII. Investigation and Correction:**

The Awarded Bidder must promptly investigate and correct each failure to meet the service levels (whether or not such failure constitutes a service level default) by:

- A. Promptly initiating problem investigations;
- B. Promptly reporting problems and findings to the Commonwealth;
- C. Correcting problems and meeting or restoring service levels as soon as practicable;
- D. Advising the Commonwealth of the root cause of problems and the status of remedial efforts being undertaken with respect to such problems;
- E. Providing reasonable evidence to the Commonwealth that the causes of such problems have been or will be corrected; and
- F. Making written recommendations to the Commonwealth for improvement in procedures.

## Appendix H – Change Request Form

<b>Change Request Number and Name:</b>	PBX_CCR_	<b>Related CR/Contract Section #:</b>				
<b>Date Created:</b>		<b>Date Submitted to COPA:</b>				
<b>Description (Brief):</b>						
<b>Priority:</b>	_____ URGENT	_____ ORDINARY	_____ LOW			
<b>Status: (Please Check)</b>	Approved	Pending	Rejected	Cancelled	Completed	On Hold
<b>Category: (Please Check)</b>	Data Ops	Voice Ops	Security	ISS	Support	
<b>REQUESTOR INFORMATION</b>						
<b>Requestor:</b>						
<b>Requestor Email:</b>						
<b>Requestor Phone Number:</b>						
<b>Date Change Requested:</b>						
<b>COPA CONTACT INFORMATION</b>						
<b>COPA Contact:</b>						
<b>COPA Email:</b>						
<b>COPA Phone Number:</b>						
<b>Date Submitted:</b>						
<b>Target Date:</b>						
<b>SERVICES AFFECTED</b>						
<b>Service Name:</b>						
<b>Product Code:</b>	Code:	_____ New Service	_____ Change Existing Service			
<b>FOR EACH PRODUCT CODE</b>						
<b>Unit Price:</b>						
<b>Amt of Increase/Decrease:</b>						
_____ Increase * - (Reference Cost Impact Study)	_____ Decrease * - (Reference Cost Impact Study)	_____ Revised	_____ New Catalog Entry – Add new codes to Product Cat.	_____ No Unit Price Change		
<b>COST IMPACT</b>						
<b>Cost Impact – (None, brief description or attached doc):</b>						
<b>Technology: (check all that apply):</b>	_____ New	_____ Revised	_____ Hardware	_____ Software		
<b>SAP Account Information, if applicable:</b>	<b>SAP Fund:</b>			<b>SAP Cost Center:</b>		
<b>Performance Impact:</b>						
<b>Business Justification:</b>						
(*) NOTE: All statements that affect billing must be immediately forwarded to the Comptroller upon acceptance						

**Commonwealth of PA**

**Awarded Bidder**

\_\_\_\_\_  
Lanny Black, Director  
Commonwealth Telecommunications Services

\_\_\_\_\_  
\_[printed name, title]\_\_\_\_\_  
\_[company, division]\_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## Appendix H – Change Request Form

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### CHANGE PROCEDURES

#### I-1. General

This schedule describes the process and procedures to be followed by the Commonwealth and the Awarded Bidder to make a change (the "**Change Procedures**"). The Commonwealth or the Awarded Bidder may, by joint agreement, amend or waive any part of the Change Procedures including, but not limited to, where the Commonwealth or the Awarded Bidder agree that shorter or longer time frames are more appropriate.

#### I-2. Objectives

The objectives of the Change Procedures are as follows:

- A. to review each request for a change (a "**Change Request**") to determine whether such change is appropriate;
- B. to determine whether a change is within the scope of the services or constitutes a new service or is considered to be a change to the in-scope services without constituting a change in the scope;
- C. to prepare a more detailed proposal to implement a Change Request (such proposal, a "**Change Proposal**");
- D. to prioritize all Change Requests and Change Proposals;
- E. to minimize the risk of exceeding both time and cost estimates, if any, associated with the requested change by identifying, documenting, quantifying, controlling, managing and communicating:
  - (i) Change Requests,
  - (ii) the preparation of Change Proposals, and
  - (iii) their disposition;
- F. to identify the different roles, responsibilities and actions that will be assumed and taken by the Commonwealth and the Awarded Bidder to define and implement the changes; and
- G. to document a change whether or not such change results in any extra charge.

The Commonwealth and the Awarded Bidder will be responsible for all costs and expenses incurred by its employees, agents and subcontractors with respect to its participation in, and responsibilities and obligations under, Change Procedures, unless expressly agreed otherwise in writing by the Commonwealth and the Awarded Bidder.

#### II-1. Change Requests

The Commonwealth or the Awarded Bidder may initiate a Change Request by delivering to the other's Project Manager or his/her nominated representative a document (a "**Change Request Form**") that describes the change and sets forth the reasons for it. Such Change Request Form will be the same or similar to that set forth in "**Change Request Form**". Commonwealth will assign a unique number to any such request and will register the Change Request in the Change Request Log as described in Section III-1 below. Each Change Proposal that may be prepared for a Change Request will be tracked by reference to the Change Request to which it relates.

The Commonwealth's and the Awarded Bidder's respective Project Manager or his/her nominated representatives will be responsible for reviewing and considering any Change Request, and will approve it for further investigation, if deemed necessary. If the Commonwealth and the Awarded Bidder agree that the Change Request requires further investigation, the Project Managers will authorize such investigation, which will be performed as required by the Awarded Bidder and/or Commonwealth. In accordance with Section III below, the Commonwealth Project Manager (with review and concurrence from the Awarded Bidder's Project Manager) will be responsible for keeping up to date the status of each Change Request in the Change Request Log as the status of the Change Request changes through the Change Procedures.

## Appendix H – Change Request Form

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### II-2. Effectiveness of a Change

#### A. Signed Change Orders:

Upon the signature of a Change Proposal by both Project Managers, the contents of such Change Proposal will be deemed to be agreed and incorporated into the contract on the date of the last signature or as the Commonwealth and the Awarded Bidder may otherwise agree (each such accepted Change Proposal will become a “**Change Order**”). All services added or modified by a Change Order will be “Services” under the contract, and the performance of Change Orders will in all respects be governed by the contract. Except as expressly provided herein, no part of the discussions or interchanges between the Commonwealth and the Awarded Bidder will be obligated to approve any change or will constitute an amendment or waiver of the contract unless and until reflected in a Change Proposal and adopted in accordance with this agreement.

Neither the Commonwealth nor the Awarded Bidder will have any obligation to commence or comply with any change, perform services that would be covered by any change, or pay any charges that would be covered by any change, until such time as the Project Managers have signed the appropriate Change Order.

#### B. Acceptance Criteria:

The Commonwealth’s acceptance of, and payment for, work under other Change Orders will be subject to the Commonwealth’s approval that such work materially complies with the mutually agreed objective acceptance criteria set forth in the Change Order during an acceptance period designated in the Change Order. If the Awarded Bidder’s work under a Change Order does not comply, the Awarded Bidder will correct such work and resubmit the change for the Commonwealth’s acceptance.

### III-1. Change Request Log

#### A. The Commonwealth will maintain the Change Request Log which will consist of the following fields:

- (i) number of the Change Request;
- (ii) name of the originating Party;
- (iii) a brief description of the change;
- (iv) the current status of the change; and
- (v) the date of registration of the Change Request in the Change Request Log.

#### B. The Commonwealth will provide the Change Request Log to the Awarded Bidder upon request.

#### C. The status of the Change Request at any stage in Change Procedures will be one of the following:

- (i) approved (i.e., change request is approved for signature)
- (ii) pending (i.e., )
- (iii) rejected (i.e., )
- (iv) cancelled (i.e., change request is no longer required)
- (v) completed (i.e., change request has been signed and awaiting implementation)
- (vi) on hold (i.e., progress is temporarily halted)

# Appendix I – Cable Management Form

SECTION 1			
Agency:		Building Number:	
Building Address:		State Service Order (ESMS):	
Maintenance Vendor/Technician:		Maintenance Date:	
Technician Comments:		Service Provider:	
Circuit Carrier:			
SECTION 2			
Billing Telephone #:		WTN /Circuit #:	
Type of Service:		Cable System Type:	
2 or 4 Wire Circuit:		LEC Office Equipment:	
LEC Primary Cable:		LEC Primary Patch Panel/Block:	
LEC Primary Port/Pair:		LEC Secondary Cable:	
LEC Secondary Patch Panel/Block:		LEC Secondary Port/ Pair:	
Ext. Demark Primary Cable:		Ext. Demark Primary Patch Panel/Block:	
Ext. Demark Primary Port/Pair:		Ext. Demark Secondary Cable:	
Ext. Demark Secondary Patch Panel/Block:		Ext. Demark Secondary Port/Pair:	
SECTION 3			
MDF Cable:		MDF Patch Panel/Block:	
MDF Port/Pair:		IDF Floor:	
IDF ID:		IDF Cable:	
IDF Patch Panel/Block:		IDF Port/Pair:	
Station Cable:		Station Patch Panel/Block:	
Station Port/Pair:		Station Jack Number:	
Station Cable Category:			

**COSTARS PROGRAM QUESTIONNAIRE**

If your firm is awarded a Contract, does it agree 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? If your answer is "YES", your firm agrees to pay the applicable Administrative Fee (\$1500 or \$500 for Qualified Small Businesses) upon contract award and each contract renewal date.

Please Answer: YES \_\_\_\_\_ NO \_\_\_\_\_

If you are asserting that your firm is a Qualified Small Business, have you completed, signed and included with your bid the required Department of General Services Small Business Certification form?

Please Answer: YES \_\_\_\_\_ NO \_\_\_\_\_

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

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

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



**DEPARTMENT OF GENERAL SERVICES  
SMALL BUSINESS CERTIFICATION**

*If the Bidder/Offeror is a Qualified Small Business, the Bidder/Offeror must complete, sign and submit the following certification with its Bid/Proposal.*

I, \_\_\_\_\_, being the \_\_\_\_\_ [title] of \_\_\_\_\_ [Contractor], ("Contractor") do hereby certify and represent to the Commonwealth of Pennsylvania ("Commonwealth") that:

- 1. Contractor is not a subsidiary of another firm.  Yes  No
- 2. Contractor is not dominant in its field of operation.  Yes  No
- 3. Contractor employs no more than 100 full-time or full-time equivalent employees.  Yes  No

Total Number of Full-time or Full-time Equivalent Employees on Payroll \_\_\_\_\_

- 4. Contractor earned less than \$20,000,000 in gross annual revenues (\$25,000,000 in gross annual revenues for those businesses in the information technology sales or service business) in each of its last two fiscal years.  Yes  No

Gross Annual Revenues in its Last Fiscal Year \$ \_\_\_\_\_  
 Gross Annual Revenues in its Preceding Fiscal Year \$ \_\_\_\_\_

- 5. If Contractor is a new business (less than 1 year), Contractor has an approved business plan by the Small Business Development Center or by a Pennsylvania Enterprise Center authorized by the Minority Development Agency of the United States Department of Commerce.  Yes  No
- 6. The information and certifications provided by Contractor are material and important and will be relied upon by the Commonwealth in awarding the contract. The Department shall treat any misstatement as fraudulent concealment of the true facts punishable under Section 4904 of the Pennsylvania Crimes Code, Title 18, of Pa. Consolidated Statutes.

Attest or Witness:

\_\_\_\_\_  
Corporate or Legal Entity's Name

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

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

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

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



# Commonwealth of Pennsylvania

Date: **08/13/2012**  
Subject: **IFB - PBX & Key Telephone Systems**  
Solicitation Number: **6100022456**  
Opening Date/Time: **08/31/2012 4:00 PM**  
Addendum Number: **1**

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To All Suppliers:

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

*List any and all changes:*

The following changes are being made to the Calendar of Event listed on Page 3 of the IFB: The Commonwealth has extended the due date of the IFB until Friday, August 31, 2012 at 4:00pm. The Commonwealth has extended the posting date for the answers to questions until Wednesday, August 15, 2012 by 4:00pm..

**For electronic solicitation responses via the SRM portal:**

- Attach this Addendum to your solicitation response. Failure to do so may result in disqualification.
- To attach the Addendum, download the Addendum and save to your computer. Move to 'My Notes', use the "Browse" button to find the document you just saved and press "Add" to upload the document.
- Review the Attributes section of your solicitation response to ensure you have responded, as required, to any questions relevant to solicitation addenda issued subsequent to the initial advertisement of the solicitation opportunity.

**For solicitations where a "hard copy" (vs. electronic) response is requested:**

- Attach this Addendum to your solicitation response. Failure to do so may result in disqualification.
- If you have 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:

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

Very truly yours,

Name: Joseph M. Millovich  
Title: Commodity Specialist  
Phone: 717-214-3434  
Email: RA-OITPurchases@state.pa.us



# Commonwealth of Pennsylvania

Date: **08/15/2012**  
Subject: **IFB - PBX & Key Telephone Systems**  
Solicitation Number: **6100022456**  
Opening Date/Time: **08/31/2012 4:00 PM**  
Addendum Number: **2**

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To All Suppliers:

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

*List any and all changes:*

The following documentation has been added to this IFB as part of this addendum:

Questions and Answers

**For electronic solicitation responses via the SRM portal:**

- Attach this Addendum to your solicitation response. Failure to do so may result in disqualification.
- To attach the Addendum, download the Addendum and save to your computer. Move to 'My Notes', use the "Browse" button to find the document you just saved and press "Add" to upload the document.
- Review the Attributes section of your solicitation response to ensure you have responded, as required, to any questions relevant to solicitation addenda issued subsequent to the initial advertisement of the solicitation opportunity.

**For solicitations where a "hard copy" (vs. electronic) response is requested:**

- Attach this Addendum to your solicitation response. Failure to do so may result in disqualification.
- If you have 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:

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

Very truly yours,

Name: Joseph M. Millovich  
Title: Commodity Specialist  
Phone: 717-214-3434  
Email: RA-OITPurchases@state.pa.us

**QUESTIONS AND ANSWERS FOR  
INVITATION FOR BID FOR  
PBX & KEY TELEPHONE SYSTEMS (6100022456)**

Number	Question	Answer
1	(Section II-3, B-3) Can you provide an example of the Facsimile and Form Software you are asking for?	No. This statement is requiring that the software provided with the system be able to support the functions identified.
2	What are the criteria for small, medium and large Key Systems and PBX? Are there standard line and station size configurations that you are looking for in the Cost Matrix?	<p>The base criteria for each size telephone system is as follows:</p> <p>Small: up to 100 Medium: 101 to 250 Large: 250 and up</p> <p>It is important to note that each manufacturer may have different specifications for each size of telephone system. The Commonwealth does not favor one manufacturer over another. The notation of small, medium and large is to merely state that the Commonwealth will have different requirements based on size of telephone systems.</p>
3	(Section II-3, B-8) Where can I find information on what the Commonwealth's Voice over Internet Protocol solution and telephone devices are?	<p>The statement in Section II-3, B-8 was made to make all vendors aware that the Commonwealth will be leveraging a VOIP platform for the enterprise going forward. The CoPA solution and devices are defined at the site.</p> <p><a href="http://www.oa.state.pa.us/portal/server.pt/community/penn_connect/20642">http://www.oa.state.pa.us/portal/server.pt/community/penn_connect/20642</a></p>
4	<p>Is there a base quantity we should use for each system size?</p> <p>Small Key Telephone system    Phones___ Lines ____</p> <p>Medium Key Telephone system    Phones___ Lines ____</p> <p>Large Key Telephone system    Phones___ Lines ____</p> <p>Small PBX Telephone system    Phones___ Lines ____</p> <p>Medium PBX Telephone system    Phones___ Lines ____</p> <p>Large KPBX Telephone system    Phones___ Lines ____</p>	Refer to the answer to question number 2.

5	What determines the size requirements for small, medium and large Key Systems and PBX systems? We need more specific port counts on phones and trunks and voice mails requirements in order to do configurations. Each vendor should be sizing the same configuration in order to be competitive.	Refer to the answer to question number 2.
6	You mention IVR capability in the IFB. What size IVR and what applications will be running on the system?	This would be determined by the agency that is purchasing equipment via this contract & the processes they are supporting.
7	We respectfully request an extension in the response due date by 4 weeks, until Sept. 14, 2012. We believe the response is important enough to warrant the additional time.	The Commonwealth has extended this IFB until August 31, 2012.
8	(Section II-3. B-8) Please explain this statement including an explanation of the "Commonwealth's VoIP solution".	Telephone systems being provided must be able to send and receive VoIP .. The CoPA solution and devices are defined at the site. <a href="http://www.oa.state.pa.us/portal/server.pt/community/pe nn_connect/20642">http://www.oa.state.pa.us/portal/server.pt/community/pe nn_connect/20642</a>
9	Requesting an extension of the due date for this IFB. We feel two weeks is not enough time to submit a complete response.	The Commonwealth has extended this IFB until August 31, 2012.
10	On the state web portal for the bid, when I created a response there is one line item. It lists local and long distance services not PBX & Key Telephone Systems. Is this just a mistake? Do you want a dollar amount entered here or just on the documents provided in the bid?	Line item #1, Bid Package Total, within the PASupplierPortal may intentionally be left blank. The costs for PBX & key telephone systems, equipment and other related services must be specified and attached using Appendix C – Cost Matrix.
11	Please let me know if you can provide an estimated budget for this contract.	There is no estimated budget at this time.
12	(Section II-3. D-2) Does this requirement refer to extending the demarc beyond 295 feet? Provide an example of why this would be required. Provide a distance beyond 295 feet so a price can be determined.	In a campus type environment you may have one demarc in one building for several buildings. Cabling beyond the normal distance would be needed in this scenario. A price per ft or such over 295 feet would be acceptable.
13	Will SLAs apply only to new systems covered by warranty and maintained systems?	Yes, the SLAs will apply to both new systems with a warranty and systems that are in a maintenance mode.
14	Is COSTARS participation mandatory?	No.
15	Can the Cost Matrix-Appendix C be uploaded?	Yes, see I-18 "Attaching Follow-On Documents to your Bid".
16	Is there a maximum file size limitation for an upload to the PASupplierPortal?	There is no file size limitation.
17	What companies are currently on the Commonwealth of Pennsylvania PBX and Key System contracts?	The Commonwealth does not currently have contracts for PBX and key telephone systems, equipment and other related services. All information related to the expired contracts can be found on the eMarketplace website (reference contract number 5805-55).
18	How much business was conducted over the life of those contracts? And what was the time period of these contracts?	The total cost of the expired contracts is unknown at this time. The time period for those expired contracts was January 1, 2007 through March 31, 2012
19	Will the Commonwealth be providing specifics as to line size, trunking, applications, etc. for each of the six systems to be proposed? Page 14 of the IFB specifies the Telephone Systems must meet a minimum redundancy level, please specify if this redundancy is required in the smaller (key) systems.	Refer to the answer to question number 2.  Redundancy is required for all PBX telephone systems, regardless of its size, however, key telephone systems do not require redundancy.

20	(Section II-3. B-8) The IFB states that Telephone Systems must be compatible with the Commonwealth's VoIP system. What VoIP System does the Commonwealth currently have and what sort of compatibility would you be looking for?	Refer to the answer to question number 3.
21	Is there a separate document indicating the required response format? If so, where can it be found?	The following documentation is attached to the IFB and available via the eMarketplace and PASupplierPortal websites. Each document must be completed and attached to your bid: Appendix B - State of Manufacture Chart Appendix C - Cost Matrix Appendix D - Lobbying Certification Form Appendix E - Disclosure of Lobbying Activities Appendix J - COSTARS Program Questionnaire Appendix K - COSTARS Small Business Certification Manufacturer Authorization Letter(s) (if applicable)
22	(Section II-3, B) Can you give an idea of what is a small, medium and large phone system (current systems)?	Refer to the answer to question number 2.
23	Are you deploying VMWare in your data center? If yes, are you willing to deploy Mitel Virtualization Solution in your Datacenter?	Yes, the Commonwealth's Data Center currently deploys VMWare. No, not at this time.
24	Are you looking for carrier services pricing also on T-1 circuits, MPLS or CO trunks?	No.
25	Can I submit one spreadsheet that covers all the design and if so how do I specific that is what I am doing? In reality the system size (small, medium, large) is not the consideration in today's technology, it is more specific to applications required, so any one of the platforms proposed may be necessary to meet end-user requirements.	No. Please follow directions of Appendix C – Cost Matrix.
26	I have a large amount of data to enter into the Cost Data Matrix and the cells on the sheet are locked. I want to cut and paste info and I am unable?	A Bidder must submit its bid for telephone systems, equipment and other related services following the format specified within Appendix C – Cost Matrix, as the Appendix C – Cost Matrix has been protected to ensure the uniformity of the data received from all Bidders.
27	(Page 15) Cannot find anywhere in the IFB documentation what constitutes small, medium and large configuration for the telephone systems. This also does not appear in the cost matrix – Appendix C other than a main title.	Refer to the answer to question number 2.
28	(Section II-3. B-8) Does not define what the Commonwealth's VoIP solution and telephone devices are? Does the installed systems have to communicate with this network? If so, what are the particulars of the VoIP system now being used?	Telephone systems being provided must be able to send and receive VoIP. Installed systems must be able to connect via the COs. The CoPA solution and devices are defined at the site. <a href="http://www.oa.state.pa.us/portal/server.pt/community/pe nn_connect/20642">http://www.oa.state.pa.us/portal/server.pt/community/pe nn_connect/20642</a>



# Commonwealth of Pennsylvania

Date: **08/17/2012**  
Subject: **IFB - PBX & Key Telephone Systems**  
Solicitation Number: **6100022456**  
Opening Date/Time: **08/31/2012 4:00 PM**  
Addendum Number: **3**

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To All Suppliers:

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

*List any and all changes:*

The following documentation has been added to this IFB as part of this addendum:

Addendum #3 Questions & Answers  
Appendix L - PBX & Key Telephone System Data

**For electronic solicitation responses via the SRM portal:**

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- Review the Attributes section of your solicitation response to ensure you have responded, as required, to any questions relevant to solicitation addenda issued subsequent to the initial advertisement of the solicitation opportunity.

**For solicitations where a "hard copy" (vs. electronic) response is requested:**

- Attach this Addendum to your solicitation response. Failure to do so may result in disqualification.
- If you have 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:

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

Very truly yours,

Name: Joseph M. Millovich  
Title: Commodity Specialist  
Phone: 717-214-3434  
Email: RA-OITPurchases@state.pa.us

**QUESTIONS AND ANSWERS FOR  
INVITATION FOR BID FOR  
PBX & KEY TELEPHONE SYSTEMS (6100022456)**

Number	Question	Answer
1	(Section II-3, B-3) Can you provide an example of the Facsimile and Form Software you are asking for?	No. This statement is requiring that the software provided with the system be able to support the functions identified.
2	What are the criteria for small, medium and large Key Systems and PBX? Are there standard line and station size configurations that you are looking for in the Cost Matrix?	<p>The base criteria for each size telephone system is as follows:</p> <p>Small: up to 100 Medium: 101 to 250 Large: 250 and up</p> <p>It is important to note that each manufacturer may have different specifications for each size of telephone system. The Commonwealth does not favor one manufacturer over another. The notation of small, medium and large is to merely state that the Commonwealth will have different requirements based on size of telephone systems.</p>
3	(Section II-3, B-8) Where can I find information on what the Commonwealth's Voice over Internet Protocol solution and telephone devices are?	<p>The statement in Section II-3, B-8 was made to make all vendors aware that the Commonwealth will be leveraging a VOIP platform for the enterprise going forward. The CoPA solution and devices are defined at the site.</p> <p><a href="http://www.oa.state.pa.us/portal/server.pt/community/penn_connect/20642">http://www.oa.state.pa.us/portal/server.pt/community/penn_connect/20642</a></p>
4	<p>Is there a base quantity we should use for each system size?</p> <p>Small Key Telephone system    Phones____ Lines _____</p> <p>Medium Key Telephone system    Phones____ Lines _____</p> <p>Large Key Telephone system    Phones____ Lines _____</p> <p>Small PBX Telephone system    Phones____ Lines _____</p> <p>Medium PBX Telephone system    Phones____ Lines _____</p> <p>Large KPBX Telephone system    Phones____ Lines _____</p>	Refer to the answer to question number 2.



5	What determines the size requirements for small, medium and large Key Systems and PBX systems? We need more specific port counts on phones and trunks and voice mails requirements in order to do configurations. Each vendor should be sizing the same configuration in order to be competitive.	Refer to the answer to question number 2.
6	You mention IVR capability in the IFB. What size IVR and what applications will be running on the system?	This would be determined by the agency that is purchasing equipment via this contract & the processes they are supporting.
7	We respectfully request an extension in the response due date by 4 weeks, until Sept. 14, 2012. We believe the response is important enough to warrant the additional time.	The Commonwealth has extended this IFB until August 31, 2012.
8	(Section II-3. B-8) Please explain this statement including an explanation of the "Commonwealth's VoIP solution".	Telephone systems being provided must be able to send and receive VoIP .. The CoPA solution and devices are defined at the site. <a href="http://www.oa.state.pa.us/portal/server.pt/community/pe nn_connect/20642">http://www.oa.state.pa.us/portal/server.pt/community/pe nn_connect/20642</a>
9	Requesting an extension of the due date for this IFB. We feel two weeks is not enough time to submit a complete response.	The Commonwealth has extended this IFB until August 31, 2012.
10	On the state web portal for the bid, when I created a response there is one line item. It lists local and long distance services not PBX & Key Telephone Systems. Is this just a mistake? Do you want a dollar amount entered here or just on the documents provided in the bid?	Line item #1, Bid Package Total, within the PASupplierPortal may intentionally be left blank. The costs for PBX & key telephone systems, equipment and other related services must be specified and attached using Appendix C – Cost Matrix.
11	Please let me know if you can provide an estimated budget for this contract.	There is no estimated budget at this time.
12	(Section II-3. D-2) Does this requirement refer to extending the demarc beyond 295 feet? Provide an example of why this would be required. Provide a distance beyond 295 feet so a price can be determined.	In a campus type environment you may have one demarc in one building for several buildings. Cabling beyond the normal distance would be needed in this scenario. A price per ft or such over 295 feet would be acceptable.
13	Will SLAs apply only to new systems covered by warranty and maintained systems?	Yes, the SLAs will apply to both new systems with a warranty and systems that are in a maintenance mode.
14	Is COSTARS participation mandatory?	No.
15	Can the Cost Matrix-Appendix C be uploaded?	Yes, see I-18 "Attaching Follow-On Documents to your Bid".
16	Is there a maximum file size limitation for an upload to the PASupplierPortal?	There is no file size limitation.
17	What companies are currently on the Commonwealth of Pennsylvania PBX and Key System contracts?	The Commonwealth does not currently have contracts for PBX and key telephone systems, equipment and other related services. All information related to the expired contracts can be found on the eMarketplace website (reference contract number 5805-55).
18	How much business was conducted over the life of those contracts? And what was the time period of these contracts?	The total cost of the expired contracts is unknown at this time. The time period for those expired contracts was January 1, 2007 through March 31, 2012

19	Will the Commonwealth be providing specifics as to line size, trunking, applications, etc. for each of the six systems to be proposed? Page 14 of the IFB specifies the Telephone Systems must meet a minimum redundancy level, please specify if this redundancy is required in the smaller (key) systems.	Refer to the answer to question number 2.  Redundancy is required for all PBX telephone systems, regardless of its size, however, key telephone systems do not require redundancy.
20	(Section II-3. B-8) The IFB states that Telephone Systems must be compatible with the Commonwealth's VoIP system. What VoIP System does the Commonwealth currently have and what sort of compatibility would you be looking for?	Refer to the answer to question number 3.
21	Is there a separate document indicating the required response format? If so, where can it be found?	The following documentation is attached to the IFB and available via the eMarketplace and PASupplierPortal websites. Each document must be completed and attached to your bid: Appendix B - State of Manufacture Chart Appendix C - Cost Matrix Appendix D - Lobbying Certification Form Appendix E - Disclosure of Lobbying Activities Appendix J - COSTARS Program Questionnaire Appendix K - COSTARS Small Business Certification Manufacturer Authorization Letter(s) (if applicable)
22	(Section II-3, B) Can you give an idea of what is a small, medium and large phone system (current systems)?	Refer to the answer to question number 2.
23	Are you deploying VMWare in your data center? If yes, are you willing to deploy Mitel Virtualization Solution in your Datacenter?	Yes, the Commonwealth's Data Center currently deploys VMWare. No, not at this time.
24	Are you looking for carrier services pricing also on T-1 circuits, MPLS or CO trunks?	No.
25	Can I submit one spreadsheet that covers all the design and if so how do I specific that is what I am doing? In reality the system size (small, medium, large) is not the consideration in today's technology, it is more specific to applications required, so any one of the platforms proposed may be necessary to meet end-user requirements.	No. Please follow directions of Appendix C – Cost Matrix.
26	I have a large amount of data to enter into the Cost Data Matrix and the cells on the sheet are locked. I want to cut and paste info and I am unable?	A Bidder must submit its bid for telephone systems, equipment and other related services following the format specified within Appendix C – Cost Matrix, as the Appendix C – Cost Matrix has been protected to ensure the uniformity of the data received from all Bidders.
27	(Page 15) Cannot find anywhere in the IFB documentation what constitutes small, medium and large configuration for the telephone systems. This also does not appear in the cost matrix – Appendix C other than a main title.	Refer to the answer to question number 2.
28	(Section II-3. B-8) Does not define what the Commonwealth's VoIP solution and telephone devices are? Does the installed systems have to communicate with this network? If so, what are the particulars of the VoIP system now being used?	Telephone systems being provided must be able to send and receive VoIP. Installed systems must be able to connect via the COs. The CoPA solution and devices are defined at the site. <a href="http://www.oa.state.pa.us/portal/server.pt/community/pen_connect/20642">http://www.oa.state.pa.us/portal/server.pt/community/pen_connect/20642</a>

29	(Section II-3, B-7) Are the telephone system requirements required for Small, Medium, Large Key Telephone Systems as well as Small, Medium, Large PBX Telephone Systems?	At minimum, mandatory requirements on small key systems are VoIP capability, lightning protection & one (1) hour battery backup power. All other systems must meet the system requirements listed in Section II-3, B-7.
30	(Section II-3, B-8) Please confirm the Commonwealth's Voice over IP solution and telephone devices (equipment manufacture, equipment model and software revision).	The CoPA VoIP solution and devices are defined at the site. <a href="http://www.oa.state.pa.us/portal/server.pt/community/penn_connect/20642">http://www.oa.state.pa.us/portal/server.pt/community/penn_connect/20642</a>
31	(Section II-3, D-2) Will the Costs (Labor & Services) tab with-in the Appendix C-Cost Matrix be an appropriate location for the pricing of cable runs which exceed 295 feet? There is no field currently in the Appendix C-Cost Matrix for cable runs.	No, the cost for cable runs which exceed 295 must be specified for each telephone system. Specify the cost for these cable runs on the sheets labeled Sm., Med., Lg. Telephone System(s).
32	(Section II-3, D-3) Will the cable run for the "power failure jack" be provided by the Commonwealth or will the bidder be required to provide this cable run at each location? If the bidder is required to provide this cable run, please provide the distance from the telephone system to the termination point for each location required and the total number of locations in each zone.	Awarded bidder will provide cable run for which length will vary per site. Depending on the needs of the customer, each installation will dictate if new power failure jack(s) installations are needed. Estimate the cost of the cable by submitting a cost per linear foot. Estimate the cost of the termination hardware per unit price.
33	(Section II-3, D-5) Are the cabling records for each location currently up-to-date? Or will the awarded bidder be responsible for labeling and documenting the cable at each location?	Cable records exist for most locations, however, they may not be up to date. Awarded Bidder(s) will be responsible for labeling cables or maintaining cable records only at locations where work is performed. A separate request may be submitted for toning and tagging services at the Agency's discretion.
34	(Section II-3, D-10) Please provide a list of the number location in each zone and the number of expected cable runs at each location.	Please see Appendix L – PBX & Key Telephone System Data. The expected number of cable runs cannot be determined at each location at this time.
35	Please provide a list of the physical address of each Commonwealth location in each zone.	Please see Appendix L – PBX & Key Telephone System Data as it contains the physical address of each location and the zone.
36	(Section II-3, E-1) Does this include existing telephone systems, not installed by the awarded bidder? If the awarded bidder is required to maintain existing telephone systems, not installed by the awarded bidder, please provided a list of the existing telephone systems, their physical address and zone number.	The awarded bidder will be responsible for maintaining existing telephone systems. Please see Appendix L – PBX & Key Telephone System Data.
37	(Section II-3, E-2) Are any of the existing telephone systems currently covered under warranty? Is the awarded bidder required to maintain software on existing telephone systems, not installed by the awarded bidder, that are currently under warranty? If the awarded bidder is required to maintain software on current telephone systems, not installed by the awarded bidder, that are covered under warranty, please provide a list of telephone system types, model numbers, warranty information, current software revision and physical address.	Warranty information is not kept in the system – each individual Agency keeps that information. There is an activation date with Appendix L - PBX & Key Telephone System Data.

38	(Section II-3, F-1) Is training required to include all available telephone system options or is training covering the site specific telephone system and options?	Training should be specific to the site's telephone system. A list of all features of that telephone system may be provided as long as an inventory of what options the specific system has is included.
39	Please provide the Commonwealth's definition of a Small Key Telephone System, Medium Key Telephone System, Large Key Telephone System, Small PBX Telephone System, Medium PBX Telephone System and Large PBX Telephone System. (i.e. number of digital stations, number of IP stations, number of analog stations, number / type of CO circuits, etc.)	Refer to the answer to question number 2.







