All using Agencies of the Commonwealth, Participating Political		Original Contr	ECUTED Jmber: 440002 <sup>2</sup> act Effective Date: 8/01/2019 To: 10/3	06/20/2019	Page 1 of 4		
Subdivision, Authorities, Private Colleges and Universi		Purchasing A	-				
Your SAP Vendor Number with us: 162365		Phone: 717-787- Fax:					
Supplier Name/Address: MOTOROLA SOLUTIONS INC 1307 E ALGONQUIN RD							
SCHAUMBURG IL 60196-4041 US		Please Deliver To: To be determined at the time of the Purchase Order unless specified below.					
Supplier Phone Number: 410-598-6089			-				
Supplier Fax Number: 410-712-6501 Contract Name: Radio Maintenance & Related Services		Payment Ter NET 30	ms				
Solicitation No.:	Issuance D	ate:					
Supplier Bid or Proposal No. (if applicable):	Solicitation	Submission D	Date:				
This contract is comprised of: The above referent to this Contract or incorporated by reference.	nced Solicitati	ion, the Suppli	er's Bid or Proposa	l, and any c	locuments atta	ached	
Item Material/Service Desc	Qty	UOM	Price	Per Unit	Total		
1 Corrective Maintenance (Warranty)	0.000	Each	0.00	1		0.00	
2 Corrective Maintenance (non-Warranty)	0.000	Each	0.00	1		0.00	
3 Prevantative Maintenance	0.000		0.00	1		0.00	
4 Vehicle Services		Each	0.00	1		0.00	
5 Flat Fee Repairs	0.000	Each	0.00	1		0.00	
6 Rate Card Services	0.000		0.00	1		0.00	
Information:			_				
Supplier's Signature		Title					
Printed Name		Date					

Integrated Environment Systems Form Name: ZM\_SFRM\_STD\_MMCOSRM\_L, Version 1.0, Created on 06/27/2006, Last changed on 03/29/2005.

		Page 2 of 4 FULLY EXECUTED Contract Number: 4400021207 Original Contract Effective Date: 06/20/2019 Valid From: 08/01/2019 To: 10/31/2024					
			Supplier Nan MOTOROLA SO				
ltem	Material/Service Desc	Qty	UOM	Price	Per Unit	Total	
7	Equipment/Parts with Mark-up	0.000	Each	0.00	1		0.00
8	Additional Services	0.000	Each	0.00	1		0.00
-		General Require	ments for all I	tems:			•



**FULLY EXECUTED** Contract Number: 4400021207 Original Contract Effective Date: 06/20/2019 Valid From: 08/01/2019 To: 10/31/2024

### Supplier Name:

MOTOROLA SOLUTIONS INC

#### **Header Text**

The Commonwealth will procure maintenance and services at its discretion based on the service level requirements. The maintenance and services include, but are not limited to:

Corrective Maintenance (Warranty - while equipment is still under warranty)

- Generator Maintenance
- Radio Equipment Maintenance.

Corrective Maintenance (non-Warranty - when equipment is no longer under warranty)

- Generator Maintenance
- Radio Equipment Maintenance.

**Preventative Maintenance** 

- Generator Maintenance
- Remote Site Maintenance
- Radio Equipment Maintenance.

#### Vehicle Services

- Fleet Changeover
- Equipment Installation
- Equipment Removal.

### Flat Fee Repairs

- Portable radios
- Mobile radios
- Control Stations
- Desksets
- Repeaters

### Rate Card Services

- Regular services
- Travel time
- Tower repair/services
- (Re) Programming
- Etc....

Equipment/Parts with Mark-up Cost - The markup must not exceed 10% above the Contractor's cost. This should be the only line utilizing multiple units at a dollar.

Additional Services - To include additional agency meetings. If additional maintenance and services are needed, the Commonwealth will develop a statement of work ("SOW") utilizing Appendix F - Statement of Work Template, which will be attached to the associated purchase order.

5.10.2021 - Contract has been renewed through 7/31/2022. This is the first of 3 optional renewals. tms



**FULLY EXECUTED** Contract Number: 4400021207 Original Contract Effective Date: 06/20/2019 Valid From: 08/01/2019 To: 10/31/2024

### Supplier Name:

MOTOROLA SOLUTIONS INC

5.24.2021 - Contract manager contact info has been updated to DGS commodity specialist Raeden Hosler. rsh

3.15.22 - Contract has been renewed through 7/31/2023. This is the second of 3 optional renewals. rsh

2.7.23 - Contract has been renewed through 7/31/2024. This is the third of 3 optional renewals. No renewals remaining. rsh

1/23/24 - 90 Day extension has been utilized. Contract end date is now 10/31/2024. SD No further information for this Contract



January 22, 2024

Michelle Jordanel Motorola Solutions, Inc. 1307 E Algonquin Road Schaumburg, IL 60196

Subject: Extension of Contract: 4400021207 Contract Title: Radio Maintenance and Related Services (Motorola) Term of Renewal: August 1, 2024 – October 31, 2024

Dear Michelle Jordanel:

The Commonwealth is exercising its option to renew the Radio Maintenance and Related Services (Motorola) contract between the Commonwealth of Pennsylvania and Motorola Solutions, Inc. The contract states in Appendix A, Section 3. Extension of Contract Term:

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

The Commonwealth is extending the contract for three (3) months. The new termination date will be October 31, 2024.

The Commonwealth requests your acknowledgement of the contract extension. Please complete the bottom section of this letter and send it, via email, to the Commodity Specialist listed below on or before the close of business on January 28, 2024.

Thank you for your prompt response. If you have any questions, please do not hesitate to contact me.

Shawn Danner Commodity Specialist <u>shdanner@pa.gov</u>

I agree to the extension of the above referenced Contract for the above stated Term of extension. All terms and conditions remain the same as in the current contract.

X Yes

🗌 No

Signature

- Selft The

Title Regional Services Managers



Date 01/23/2024

(Person signing this renewal agreement must have the power to bind their company by their signature.)

FULLY EXECUTED         Contract Number: 4400         Original Contract Effective E         Valid From: 08/01/2019 To:	Date: 06/20/201	<b>Page 1 of 4</b> 9				
Subdivision, Authorities, Private Colleges and Universities Purchasing Agent						
Your SAP Vendor Number with us: 162365 Phone: 717-787-4103 Fax:						
Supplier Name/Address: MOTOROLA SOLUTIONS INC 1307 E ALGONQUIN RD						
SCHAUMBURG IL 60196-4041 US Please Deliver To:						
the time of the Purcha unless specified be	To be determined at the time of the Purchase Order unless specified below.					
Supplier Phone Number: 410-598-6089 Supplier Fax Number: 410-712-6501						
Contract Name:       Payment Terms         Radio Maintenance & Related Services       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 Pro to this Contract or incorporated by reference.	posal, and any	documents attached				
Item Material/Service Qty UOM Price Desc	Per Unit	Total				
1 Corrective Maintenance (Warranty)0.000Each0.	00 1	0.00				
2 Corrective Maintenance (non-Warranty) 0.000 Each 0.	00 1	0.00				
3 Prevantative Maintenance 0.000 Each 0.	00 1	0.00				
4 Vehicle Services 0.000 Each 0.	00 1	0.00				
5 Flat Fee Repairs 0.000 Each 0.	00 1	0.00				
6 Rate Card Services 0.000 Each 0.	00 1	0.00				
Information:						
Supplier's Signature Title						
Printed Name Date						

Integrated Environment Systems Form Name: ZM\_SFRM\_STD\_MMCOSRM\_L, Version 1.0, Created on 06/27/2006, Last changed on 03/29/2005.

		Page 2 of 4 FULLY EXECUTED Contract Number: 4400021207 Original Contract Effective Date: 06/20/2019 Valid From: 08/01/2019 To: 07/31/2024					
			Supplier Nan MOTOROLA SOL				
ltem	Material/Service Desc	Qty	UOM	Price	Per Unit	Total	
7	Equipment/Parts with Mark-up	0.000	Each	0.00	1		0.00
8	Additional Services	0.000	Each	0.00	1		0.00
-		General Require	ments for all I	tems:			•



FULLY EXECUTED Contract Number: 4400021207 Original Contract Effective Date: 06/20/2019 Valid From: 08/01/2019 To: 07/31/2024

### Supplier Name:

MOTOROLA SOLUTIONS INC

#### **Header Text**

The Commonwealth will procure maintenance and services at its discretion based on the service level requirements. The maintenance and services include, but are not limited to:

Corrective Maintenance (Warranty - while equipment is still under warranty)

- Generator Maintenance
- Radio Equipment Maintenance.

Corrective Maintenance (non-Warranty - when equipment is no longer under warranty)

- Generator Maintenance
- Radio Equipment Maintenance.

**Preventative Maintenance** 

- Generator Maintenance
- Remote Site Maintenance
- Radio Equipment Maintenance.

#### Vehicle Services

- Fleet Changeover
- Equipment Installation
- Equipment Removal.

### Flat Fee Repairs

- Portable radios
- Mobile radios
- Control Stations
- Desksets
- Repeaters

### Rate Card Services

- Regular services
- Travel time
- Tower repair/services
- (Re) Programming
- Etc....

Equipment/Parts with Mark-up Cost - The markup must not exceed 10% above the Contractor's cost. This should be the only line utilizing multiple units at a dollar.

Additional Services - To include additional agency meetings. If additional maintenance and services are needed, the Commonwealth will develop a statement of work ("SOW") utilizing Appendix F - Statement of Work Template, which will be attached to the associated purchase order.

5.10.2021 - Contract has been renewed through 7/31/2022. This is the first of 3 optional renewals. tms



FULLY EXECUTED Contract Number: 4400021207 Original Contract Effective Date: 06/20/2019 Valid From: 08/01/2019 To: 07/31/2024

Supplier Name:

MOTOROLA SOLUTIONS INC

5.24.2021 - Contract manager contact info has been updated to DGS commodity specialist Raeden Hosler. rsh

3.15.22 - Contract has been renewed through 7/31/2023. This is the second of 3 optional renewals. rsh

2.7.23 - Contract has been renewed through 7/31/2024. This is the second of 3 optional renewals. rsh

No further information for this Contract



February 2, 2023

Motorola Solutions, Inc. 931 North Front St. Suite 90 Harrisburg, PA 17102

## SUBJECT: Renewal of Contract: Radio Maintenance and Related Services Contract Number: 400021207 Term of Renewal: August 1, 2023 through July 31, 2024

Dear Contractor:

Per the terms of the above referenced contract, the Commonwealth is considering exercising the renewal options contained within the Contract.

We are, therefore, requesting your concurrence to renew the above referenced Contract. If you agree to the renewal, please complete the bottom section of this letter and return it via e-mail to the e-mail address listed below no later than February 15, 2023.

If the Commonwealth renews the contract, the Bureau will issue a revised contract document to reflect the renewed contract period.

Thank you for your immediate response. If you have any questions, please feel free to contact me.

Raeden Hosler 717.787.4103 rhosler@pa.gov

I agree to the renewal of the above referenced Contract for the above stated Term of Renewal. All terms and conditions remain the same as in the current contract.

Yes X a Signature

Title \_\_\_\_\_ David Confalonieri, MSSSI Vice President\_\_\_\_\_

Date \_\_\_\_February 7, 2023\_\_\_\_\_

(Person signing this renewal agreement must have the power to bind their company by their signature.)

All using Agencies of the Commonwealth, Participating Political		Original Contr	ECUTED umber: 440002° ract Effective Date: 8/01/2019 To: 07/3	1207 06/20/2019	Page 1 of 4			
	Subdivision, Authorities, Private Colleges and Universities		Purchasing Agent Name: Hosler Raeden Phone: 717-787-4103					
Supplier Name/Address: MOTOROLA SOLUTIONS INC 1307 E ALGONQUIN RD SCHAUMBURG IL 60196-4041 US	IOTOROLA SOLUTIONS INC 307 E ALGONQUIN RD							
SCHAUMBURG IL 60196-4041 US Supplier Phone Number: 410-598-6089		Please Deliver To: To be determined at the time of the Purchase Order unless specified below.						
Supplier Fax Number: 410 712 4994								
<b>Contract Name:</b> Radio Maintenance & Related Services		Payment Ter NET 30	ms					
Solicitation No.:	Issuance D	ate:						
Supplier Bid or Proposal No. (if applicable):		Submission D						
This contract is comprised of: The above referent to this Contract or incorporated by reference.	nced Solicitati	ion, the Suppli	er's Bid or Proposa	I, and any d	ocuments attach	ied		
Item Material/Service Desc	Qty	UOM	Price	Per Unit	Total			
1 Corrective Maintenance (Warranty)	0.000	Each	0.00	1	0.0	00		
2 Corrective Maintenance (non-Warranty)	0.000	Each	0.00	1	0.0	00		
3 Prevantative Maintenance	0.000		0.00	1	0.0	00		
4 Vehicle Services		Each	0.00	1	0.0	00		
5 Flat Fee Repairs	0.000		0.00	1	0.0	00		
6 Rate Card Services	0.000		0.00	1	0.0	00		
Information:								
Supplier's Signature		Title						
Printed Name		Date						

Integrated Environment Systems Form Name: ZM\_SFRM\_STD\_MMCOSRM\_L, Version 1.0, Created on 06/27/2006, Last changed on 03/29/2005.

		Page 2 of 4 FULLY EXECUTED Contract Number: 4400021207 Original Contract Effective Date: 06/20/2019 Valid From: 08/01/2019 To: 07/31/2022					
			Supplier Nan MOTOROLA SO				
ltem	Material/Service Desc	Qty	UOM	Price	Per Unit	Total	
7	Equipment/Parts with Mark-up	0.000	Each	0.00	1		0.00
8	Additional Services	0.000	Each	0.00	1		0.00
-		General Require	ments for all It	tems:			•



FULLY EXECUTED Contract Number: 4400021207 Original Contract Effective Date: 06/20/2019 Valid From: 08/01/2019 To: 07/31/2022

### Supplier Name:

MOTOROLA SOLUTIONS INC

#### **Header Text**

The Commonwealth will procure maintenance and services at its discretion based on the service level requirements. The maintenance and services include, but are not limited to:

Corrective Maintenance (Warranty - while equipment is still under warranty)

- Generator Maintenance
- Radio Equipment Maintenance.

Corrective Maintenance (non-Warranty - when equipment is no longer under warranty)

- Generator Maintenance
- Radio Equipment Maintenance.

**Preventative Maintenance** 

- Generator Maintenance
- Remote Site Maintenance
- Radio Equipment Maintenance.

#### Vehicle Services

- Fleet Changeover
- Equipment Installation
- Equipment Removal.

### Flat Fee Repairs

- Portable radios
- Mobile radios
- Control Stations
- Desksets
- Repeaters

## Rate Card Services

- Regular services
- Travel time
- Tower repair/services
- (Re) Programming
- Etc....

Equipment/Parts with Mark-up Cost - The markup must not exceed 10% above the Contractor's cost. This should be the only line utilizing multiple units at a dollar.

Additional Services - To include additional agency meetings. If additional maintenance and services are needed, the Commonwealth will develop a statement of work ("SOW") utilizing Appendix F - Statement of Work Template, which will be attached to the associated purchase order.

5.10.2021 - Contract has been renewed through 7/31/2022. This is the first of 3 optional renewals. tms



**FULLY EXECUTED** Contract Number: 4400021207 Original Contract Effective Date: 06/20/2019 Valid From: 08/01/2019 To: 07/31/2022

Supplier Name:

MOTOROLA SOLUTIONS INC

5.24.2021 - Contract manager contact info has been updated to DGS commodity specialist Raeden Hosler. rsh

No further information for this Contract

		Original Cont	ECUTED umber: 4400021 ract Effective Date: 8/01/2019 To: 07/3 <sup>-</sup>	06/20/2019	Page 1 of 3	
		Purchasing	-			
Your SAP Vendor Number with us: 162365		Name: Schwart: Phone: 717-346 Fax: 717-783-62	-3828			
Supplier Name/Address: MOTOROLA SOLUTIONS INC 1307 E ALGONQUIN RD	MOTOROLA SOLUTIONS INC 1307 E ALGONQUIN RD					
SCHAUMBURG IL 60196-4041 US			Please Deliver To: To be determined at the time of the Purchase Order unless specified below.			
Supplier Phone Number: 410-598-6089						
Supplier Fax Number: 410 712 4994 Contract Name: Radio Maintenance & Related Services		Payment Ter NET 30	ms			
Solicitation No.:	Issuance D	ate:				
Supplier Bid or Proposal No. (if applicable):	Solicitation	Submission [	Date:			
This contract is comprised of: The above referent to this Contract or incorporated by reference.	ced Solicitati	on, the Suppli	er's Bid or Proposa	I, and any c	locuments attach	ıed
Item Material/Service Desc	Qty	UOM	Price	Per Unit	Total	
1 Corrective Maintenance (Warranty)	0.000	Each	0.00	1	0.0	00
2 Corrective Maintenance (non-Warranty)	0.000	Each	0.00	1	0.0	00
3 Prevantative Maintenance	0.000		0.00	1	0.0	00
4 Vehicle Services		Each	0.00	1	0.0	00
5 Flat Fee Repairs	0.000		0.00	1	0.0	00
6 Rate Card Services	0.000		0.00	1	0.0	00
Information:			_			
Supplier's Signature		Title	· · · · · · · · · · · · · · · · · · ·			
Printed Name		Date				

Integrated Environment Systems Form Name: ZM\_SFRM\_STD\_MMCOSRM\_L, Version 1.0, Created on 06/27/2006, Last changed on 03/29/2005.

		Page 2 of 3 FULLY EXECUTED Contract Number: 4400021207 Original Contract Effective Date: 06/20/2019 Valid From: 08/01/2019 To: 07/31/2022					
			Supplier Nan MOTOROLA SOL				
ltem	Material/Service Desc	Qty	UOM	Price	Per Unit	Total	
7	Equipment/Parts with Mark-up	0.000	Each	0.00	1		0.00
8	Additional Services	0.000	Each	0.00	1		0.00
-		General Require	ments for all I	tems:			-



FULLY EXECUTED Contract Number: 4400021207 Original Contract Effective Date: 06/20/2019 Valid From: 08/01/2019 To: 07/31/2022

### Supplier Name:

MOTOROLA SOLUTIONS INC

#### **Header Text**

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- Generator Maintenance
- Radio Equipment Maintenance.

**Preventative Maintenance** 

- Generator Maintenance
- Remote Site Maintenance
- Radio Equipment Maintenance.

#### Vehicle Services

- Fleet Changeover
- Equipment Installation
- Equipment Removal.

### Flat Fee Repairs

- Portable radios
- Mobile radios
- Control Stations
- Desksets
- Repeaters

### Rate Card Services

- Regular services
- Travel time
- Tower repair/services
- (Re) Programming
- Etc....

Equipment/Parts with Mark-up Cost - The markup must not exceed 10% above the Contractor's cost. This should be the only line utilizing multiple units at a dollar.

Additional Services - To include additional agency meetings. If additional maintenance and services are needed, the Commonwealth will develop a statement of work ("SOW") utilizing Appendix F - Statement of Work Template, which will be attached to the associated purchase order.

5.10.2021 - Contract has been renewed through 7/31/2022. This is the first of 3 optional renewals. tms No further information for this Contract



May 7, 2021

Motorola Solutions, Inc. 931 North Front St. Suite 90 Harrisburg, PA 17102 michelle.jordanel@motorolasolutions.com

SUBJECT: Renewal of Contract: Radio Maintenance and Related Services Contract Number: 4400021207 Term of Renewal: August 1, 2021 through July 31, 2022

Dear Contractor:

Per the terms of the above referenced contract, the Commonwealth is considering exercising the renewal options contained within the Contract. We are therefore, requesting your concurrence to renew the above referenced Contract for the renewal period of August 1, 2021 through July 31, 2022.

As you may be aware, the Bureau of Procurement is working aggressively to reduce costs and identify the most efficient processes for procuring our goods and services.

Under Governor Wolf's "Go-Time" initiative, the Bureau of Procurement is applying commercial best practices throughout its organization and has reintroduced Reverse Auction technology as a way to generate additional cost savings. Furthermore, in the spirit of cost savings, we are asking current vendors to consider a price a reduction to current pricing.

In an effort to comply with the goals of the "Go-Time" initiative, we are asking you to consider the following:

- Agreeing to a voluntary price reduction (the Commonwealth suggests up to 10%).
- This voluntary price reduction could apply to any or all line items in your contract.

Any voluntary price reduction would become effective for the next renewal period of August 1, 2021 through July 31, 2022.

If you are in agreement with the proposed cost saving efforts, please indicate on page 2 of this letter.

If the Commonwealth elects to renew the contract, the Bureau will issue a revised contract document to reflect the renewed contract period and adjusted pricing.

Thank you for your immediate response and consideration. Please complete and return this letter to me either by email prior to the close of business, June 1, 2021.

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

Thomas Schwartz 717-346-3828 thschwartz@pa.gov



Continued

Page 2 of 2

I agree to the renewal of the above referenced Contract for the above stated Term of Renewal. All terms and conditions remain the same as in the current contract.

Yes X\_\_\_\_ No \_\_\_\_\_

I agree to offer a voluntary price reduction for the renewal period.

Yes	No_	_X	Proposed	Voluntary	Price Reduction	۱ <u> </u>	6
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Title \_\_ MSSSI Vice President\_\_\_\_\_ Signature David Confalonieri

Date \_\_\_\_\_May 7, 2021\_\_\_\_\_\_

(Person signing this renewal agreement must have the power to bind their company by their signature.)

		Original Cont	ECUTED umber: 440002 <sup>-</sup> ract Effective Date: 8/01/2019 To: 07/3	1207 06/20/2019	Page 1 of 3	
		Purchasing Agent Name: Schwartz Thomas				
Your SAP Vendor Number with us: 162365		Phone: 717-346 Fax: 717-783-62	-3828			
Supplier Name/Address: MOTOROLA SOLUTIONS INC 1307 E ALGONQUIN RD	MOTOROLA SOLUTIONS INC					
SCHAUMBURG IL 60196-4041 US		Please Delive	er To:			
		the time	be determined at of the Purchase O ess specified below.			
Supplier Phone Number: 717-418-1346 Supplier Fax Number: 570-758-2158						
<b>Contract Name:</b> Radio Maintenance & Related Services		Payment Ter NET 30	ms			
Solicitation No.:	Issuance D	ate:				
Supplier Bid or Proposal No. (if applicable):	Solicitation	Submission E	Date:			
This contract is comprised of: The above referer to this Contract or incorporated by reference.	nced Solicitati	on, the Suppli	er's Bid or Proposa	l, and any d	ocuments attache	əd
Item Material/Service Desc	Qty	UOM	Price	Per Unit	Total	
1 Corrective Maintenance (Warranty)	0.000	Each	0.00	1	0.00	0
2 Corrective Maintenance (non-Warranty)	0.000	Each	0.00	1	0.00	0
3 Prevantative Maintenance	0.000		0.00	1	0.00	0
4 Vehicle Services		Each	0.00	1	0.00	0
5 Flat Fee Repairs	0.000		0.00	1	0.00	0
6 Rate Card Services	0.000		0.00	1	0.00	0
Information:						
Supplier's Signature		Title				
Printed Name		Date				

Integrated Environment Systems Form Name: ZM\_SFRM\_STD\_MMCOSRM\_L, Version 1.0, Created on 06/27/2006, Last changed on 03/29/2005.

		Page 2 of 3 FULLY EXECUTED Contract Number: 4400021207 Original Contract Effective Date: 06/20/2019 Valid From: 08/01/2019 To: 07/31/2021					
			Supplier Nan MOTOROLA SO				
ltem	Material/Service Desc	Qty	UOM	Price	Per Unit	Total	
7	Equipment/Parts with Mark-up	0.000	Each	0.00	1		0.00
8	Additional Services	0.000	Each	0.00	1		0.00
-		General Requirer	ments for all l	tems:			•



**FULLY EXECUTED** Contract Number: 4400021207 Original Contract Effective Date: 06/20/2019 Valid From: 08/01/2019 To: 07/31/2021

### Supplier Name:

MOTOROLA SOLUTIONS INC

#### **Header Text**

The Commonwealth will procure maintenance and services at its discretion based on the service level requirements. The maintenance and services include, but are not limited to:

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- Radio Equipment Maintenance.

Corrective Maintenance (non-Warranty - when equipment is no longer under warranty)

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- Radio Equipment Maintenance.

**Preventative Maintenance** 

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- Radio Equipment Maintenance.

#### Vehicle Services

- Fleet Changeover
- Equipment Installation
- Equipment Removal.

### Flat Fee Repairs

- Portable radios
- Mobile radios
- Control Stations
- Desksets
- Repeaters

## Rate Card Services

- Regular services
- Travel time
- Tower repair/services
- (Re) Programming
- Etc....

Equipment/Parts with Mark-up Cost - The markup must not exceed 10% above the Contractor's cost. This should be the only line utilizing multiple units at a dollar.

Additional Services - To include additional agency meetings. If additional maintenance and services are needed, the Commonwealth will develop a statement of work ("SOW") utilizing Appendix F - Statement of Work Template, which will be attached to the associated purchase order.

No further information for this Contract

## CONTRACT FOR RADIO MAINTENANCE AND RELATED SERVICES

This Contract for the provision of **Radio Maintenance and Related Services** ("Contract") is entered into by and between the Commonwealth of Pennsylvania ("Commonwealth") and **Motorola Solutions, Inc**. ("**Contractor**").

The Department of General Services ("DGS") issued a Request for Proposals for the provision of **Radio Maintenance and Related Services** for the Commonwealth, RFP No. **6100046406** ("RFP"), and the **Contractor** submitted a proposal in response to the RFP.

The **Contractor**'s proposal was selected for the pre-selection negotiations phase of the RFP. DGS determined that the **Contractor**'s proposal was the most advantageous to the Commonwealth after taking into consideration all of the evaluation factors set forth in the RFP and selected the **Contractor** for contract negotiations; and

The **Commonwealth** and the **Contractor** have negotiated this Contract as their final and entire agreement in regard to providing **Radio Maintenance and Related Services** to the Commonwealth.

The parties have negotiated this Contract as their final and entire agreement in regard to providing **Radio Maintenance and Related Services** to the Commonwealth.

The parties, intending to be legally bound, agree as follows:

- 1. The **Contractor** shall, in accordance with the terms and conditions of this Contract, attached hereto as **Exhibit A** and made a part of this Contract, provide **Radio Maintenance and Related Services** as more fully defined in the RFP, to the Commonwealth.
- The Contractor shall to provide the Radio Maintenance and Related Services listed in its Final Negotiated Cost Submittal, which is attached hereto as Exhibit D and made a part of this Contract, at the prices listed for those items in Exhibit D.
- **3.** The **Contractor** shall meet and maintain the commitments to small diverse businesses made in its Revised Small Diverse Business and Small Business Submittal, which is attached hereto as **Exhibit E** and made a part of this Contract. The Contractor shall submit any proposed change to a small diverse business or small business commitment to the Department of General Services' Bureau of Diversity Inclusion and Small Business Opportunities ("BDISBO"), which will make a recommendation as to a course of action to the Agency's Contracting Officer. The Contractor shall complete the Prime Contractor's Quarterly

Utilization Report and submit it to the Agency's Contracting Officer and BDISBO within 10 workdays at the end of each calendar quarter that the Contract is in effect.

- **4.** The Technical Submittal in the RFP is modified as follows:
  - (a) Section IV, Training, has been modified to include the following underlined language:

If appropriate, indicate recommended training of agency personnel. Include the agency personnel to be trained, the number to be trained, duration of the program, place of training, curricula, training materials to be used, number and frequency of sessions, and number and level of instructors. <u>If training is needed, the Commonwealth will develop a</u> <u>statement of work ("SOW") utilizing **Appendix F, Statement of Work** <u>**Template**, detailing the necessary requirements, including but not limited</u> to: topic, location, format (web-based, face-to-face, etc.) and number of participants. The SOW will be attached to the associated purchase order.</u>

(b) Paragraph VI.F.1. Quality Control, has been modified to the following underlined language:

The selected Offeror must initiate customer satisfaction surveys. The Commonwealth must approve the format and delivery mode of the survey. All survey communication shall be approved in writing by the Commonwealth, after the Commonwealth has had the opportunity to review the proposed survey. The Commonwealth in its sole discretion may reject a survey in whole or part for any reason whatsoever. The selected Offeror shall not provide any incentives, prizes, or other compensation of any sort to Executive Branch, Commonwealth employees for participation in the survey that would violate Executive Order 2015-01, Executive Branch Employee Gift Ban. The selected Offeror shall use the data generated by these surveys solely for purposes related to their duties under this Contract. Under no circumstances may the survey responses or any data derived thereof be used for marketing purposes, sold or disseminated to any third party without the express written consent of the Commonwealth.

- (c) Paragraph VII.C.2, Fleet Changeover, has been modified by reducing the weekly number of patrol and/or special purpose vehicles the Commonwealth requires the selected Offeror to transfer Equipment from "up to 40" to "up to 30."
- 5. This Contract is comprised of the following documents, which are listed in order of precedence in the event of a conflict between these documents:

- (a) The Contract document contained herein;
- (b) The Final Negotiated Standard Contract Terms and Conditions for IT Supplies and Related Services attached hereto as Exhibit A and made part of this Contract, and which supersede Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services, of Exhibit B to this Contract;
- (c) Except as otherwise provided for in subsection 5(b), the RFP, including all referenced Appendices and as revised by all Addenda issued thereto, attached hereto as **Exhibit B** and made a part of this Contract.
- (d) The Contractor's Proposal, consisting of:
  - (i) The Final Negotiated Technical Submittal, attached hereto as **Exhibit C** and made a part of this Contract;
  - (ii) The Final Negotiated Cost Submittal, attached hereto as **Exhibit D** and made a part of this Contract; and
  - (iii) The Final Negotiated Small Diverse Business and Small Business Submittal, attached hereto as Exhibit E and made a part of this Contract.

# [THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

The parties have signed this Contract below. Execution by the Commonwealth will be as described in Exhibit A, Final Negotiated Standard Contract Terms and Conditions for IT Supplies and Related Services, Section 4, Signatures.

# **CONTRACTOR:**

	By: Date
	Name: Michael Leonard
	Title: MSSSI Vice President
	SAP Vendor Number: 162365
If a corporation, the Chairman, President, Vice-President, Senior Vice-Pr Executive Officer or Chief Operating Officer must sign; if a sole propriete general partner must sign; if a limited liability company, then a member m must sign; otherwise a resolution indicating authority to bind the corpora	or, then the owner must sign; if a general or limited partnership, a nust sign, unless it is a managed by a manager, then the manager
COMMONWEALTH O	<b>PF PENNSYLVANIA</b>
By:	
Agency Head or De	esignee Date
APPROVED AS TO FORM AND LEGALITY:	:
Office of Chief Counsel Date	Office of General Counsel Date
Office of Attorney General	
APPROVED:	
Office of the Budget Date	
Office of Comptroller Operations	

## FINAL NEGOTIATED STANDARD CONTRACT TERMS AND CONDITIONS FOR IT SUPPLIES AND RELATED SERVICES

## 1. Term of Contract.

The Initial Term of the Contract shall be **two (2) years**.

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 Contractor and the Commonwealth (signed and approved as required by Commonwealth contracting procedures); or (b) the "Valid from" date printed on the Contract, whichever is later.

## 2. Renewal of Contract Term.

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

## **3.** Extension of Contract Term.

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

## 4. Signatures.

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

The Contract may be signed in counterparts. The Contractor shall sign the Contract and return it to the Commonwealth. After the Contract is signed by the Contractor and returned to the Commonwealth, it will be processed for Commonwealth signatures and approvals. When the Contract has been signed and approved by the Commonwealth as required by Commonwealth contracting procedures, the Commonwealth shall create a Contract output form which shall: 1) clearly indicate "Fully executed" at the top of the form; 2) include a printed Effective Date and 3) include the printed name of the Purchasing Agent indicating that the document has

been electronically signed and approved by the Commonwealth. Until the Contractor receives the Contract output form with this information on the Contract output form, there is no legally binding contract between the parties. The Contract and/or Purchase Order may be electronically signed by the Commonwealth. The electronically-printed name of the Purchasing Agent on the Contract and/or Purchase Order 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:

- (i) No handwritten signature shall be required in order for the Contract to be legally enforceable.
- (ii) 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.
- (iii) 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.

## 5. Definitions.

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

- (a) <u>Agency</u>: 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) <u>Contracting Officer</u>: The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.
- (c) <u>Data</u>. Any recorded information, regardless of the form, the media on which it is recorded or the method of recording.
- (d) <u>Days</u>: Calendar days, unless specifically indicated otherwise.
- (e) <u>Developed Works or Developed Materials</u>: 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.
- (f) <u>Documentation</u>: All materials required to support and convey information about the Services or Supplies 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.
- (g) <u>Expiration Date</u>: The last valid date of this Contract, as indicated in the Contract documents to which these Terms are attached.
- (h) <u>Purchase Order</u>: Written authorization for Contractor to proceed to furnish Supplies or Services.
- (i) <u>Purchasing Agency</u>: A Commonwealth Agency authorized by Act 57 (*Commonwealth Procurement Code*, 62 Pa. C.S. Sections 101—4604 ) or by other law to enter into contracts for itself or as the agency of another Commonwealth Agency. When purchasing for another Commonwealth Agency, the Purchasing Agency acts on behalf of the principal in need of the materials, services, and construction and shall coordinate and cooperate with that Agency.
- (j) <u>Services</u>: All Contractor activity necessary to satisfy the Contract.
- (k) <u>Software</u>. A collection of one or more programs, databases or microprograms fixed in any tangible medium of expression that comprises a sequence of instructions (source code) to carry out a process in, or convertible into, a form executable by an electronic computer (object code).

- (1) <u>Solicitation.</u> A document issued by the Commonwealth to procure Services or Supplies, e.g., Request for Proposal; Request for Quotation; Supplier Pricing Request; or Invitation for Bid, including all attachments and addenda thereto.
- (m) <u>Supplies</u>: All tangible and intangible property including, but not limited to materials and equipment, provided by the Contractor to satisfy the Contract.
- (n) <u>Terms</u>. These Standard Contract Terms and Conditions for IT Supplies and Related Services.

## 6. Purchase Orders.

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

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

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

The Commonwealth and the Contractor specifically agree as follows:

- (i) No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable.
- (ii) 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.

(iii) 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.

# 7. Independent Prime Contractor.

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 the 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.

# 8. Subcontracts.

The Contractor may subcontract any portion of the Services described in this Contract to third parties selected by Contractor and approved in writing by the Commonwealth, whose approval shall not be unreasonably withheld. Notwithstanding the above, if Contractor has disclosed the identity of Subcontractor(s) together with the scope of work to be subcontracted in its bid/proposal, award of the Contract is deemed approval of all named Subcontractors and a separate approval is not required. The existence of any subcontract shall not change the obligations of Contractor to the Commonwealth under this Contract. Upon request of the Commonwealth, the Contractor must provide the Commonwealth with an unredacted copy of the subcontract agreement between the Contractor and the subcontractor in accordance with the provisions of the CONFIDENTIALITY provision of this Contract. The Commonwealth reserves the right, for good cause, to require that the Contractor remove a subcontractor from the project. The Commonwealth will not be responsible for any costs incurred by the Contractor in replacing the subcontractor if good cause exists.

# 9. Delivery.

(a) <u>Supply Delivery</u>: All items 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.

(b) <u>Services Delivery</u>: The Contractor shall proceed with all due diligence in the performance of the Services with qualified personnel, in accordance with the completion criteria set forth in the Contract.

## **10.** Estimated Quantities.

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/proposal 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.

## 11. **Prior Notice.**

The Contractor is required to notify the Commonwealth Delivery Location when shipment is to be made in order that a Commonwealth representative may be present to receive the Contract Item(s) when they are delivered.

## 12. Warranties.

- (a) The Contractor warrants that all Supplies furnished and all Services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials and conform in all material respects to the functional specifications for the Supplies furnished and Services performed and/or the requirements of the Contract. Unless otherwise stated in the Contract, all Supplies are warranted for a period of one (1) year following delivery by the Contractor and acceptance by the Commonwealth. The Contractor shall repair, replace or otherwise correct any problem with the delivered Supplies. When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to the Commonwealth.
- (b) The Contractor hereby represents and warrants to the Commonwealth that the Contractor will not cause or take any action that may directly or indirectly cause a disruption of the Commonwealth's operations.
- (c) Contractor warrants that it has the necessary legal rights, including licenses to third party products, tools or materials, to perform the Services and deliver the Supplies and Developed Materials under this Contract.

- (d) THE FOREGOING EXPRESS WARRANTIES ARE THE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES AND NO OTHER WARRANTIES, EXPRESS OR IMPLIED, SHALL APPLY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- (e) All warranties shall survive final acceptance.

## 13. Patent, Copyright, Trademark and Trade Secret Protection.

- The Contractor shall hold the Commonwealth harmless from any suit or proceeding (a) which may be brought by a third party against the Commonwealth, its departments, officers or employees for the alleged infringement of any United States or foreign patents, copyrights, or trademarks, or for a misappropriation of trade secrets arising out of performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by the Contractor, and in any such suit or proceeding will satisfy any final award for such infringement, including costs. The Commonwealth agrees to give Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act, Act of October 15, 1980, P.L. 950, No. 164, as amended, 71 P. S. §§ 732-101-732-506, 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 the terms 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. No settlement which prevents the Commonwealth from continuing to use the Developed Works as provided herein shall be made without the Commonwealth's prior written consent. In all events, the Commonwealth shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing. It is expressly agreed by the Contractor that, in the event it requests that the Commonwealth to provide support to the Contractor in defending any such claim, the Contractor shall reimburse the Commonwealth for all expenses (including attorneys' fees, if such are made necessary by the Contractor's request) incurred by the Commonwealth for such support. If OAG does not delegate the defense of the matter, the Contractor's obligation to indemnify ceases. The Contractor will, at its expense, provide whatever cooperation OAG requests in the defense of the suit.
- (b) The Contractor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Contractor certifies that, in all respects applicable to this Contract, it has exercised and will continue to exercise due diligence to ensure that all Supplies furnished and Services performed under this Contract do not infringe on the patents, copyrights, trademarks, trade secrets or other proprietary interests of any kind which may be held by third parties. The Contractor also agrees to certify that Supplies furnished and Services performed for

the Commonwealth under this Contract shall be free and clear from all claims of any nature.

- (c) If the defense of the suit is delegated to the Contractor, the Contractor shall pay all damages and costs awarded therein against the Commonwealth. 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.
- (d) If, in the Contractor's opinion, the products, materials, reports, studies, or computer programs furnished hereunder are likely to or do become subject to a claim of infringement of a United States patent, copyright, or trademark, or for a misappropriation of trade secret, then without diminishing the Contractor's obligation to satisfy any final award, the Contractor may, at its option and expense, substitute functional equivalents for the alleged infringing products, materials, reports, studies, or computer programs or, at the Contractor's option and expense, obtain the rights for the Commonwealth to continue the use of such products, materials, reports, studies, or computer programs.
- (e) If any of the products, materials, reports, studies, or computer programs provided by the Contractor are in such suit or proceeding held to constitute infringement and the use or publication thereof is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to publish or continue use of such infringing products, materials, reports, studies, or computer programs, replace them with non-infringing items, or modify them so that they are no longer infringing.
- (f) If the Contractor is unable to do any of the preceding, the Contractor agrees to pay the Commonwealth:
  - (i) any amounts paid by the Commonwealth less a reasonable amount based on the acceptance and use of the deliverable;
  - (ii) any license fee less an amount for the period of usage of any software; and
  - (iii) the prorated portion of any service fees representing the time remaining in any period of service for which payment was made.
- (g) The obligations of the Contractor under this section continue without time limit and survive the termination of this contract.
- (h) Notwithstanding the above, the Contractor shall have no obligation for:
  - (i) modification of any product, service, or deliverable provided by the Commonwealth;

- (ii) any material provided by the Commonwealth to the Contractor and incorporated into, or used to prepare, a product, service, or deliverable;
- (iii) use of the product, service, or deliverable in other than its specified operating environment;
- (iv) the combination, operation, or use of the product, service, or deliverable with other products, services, or deliverables not provided by the Contractor as a system or the combination, operation, or use of the product, service, or deliverable, with any products, data, or apparatus that the Contractor did not provide;
- (v) infringement of a non-Contractor product alone;
- (vi) the Commonwealth's distribution, marketing or use beyond the scope contemplated by the Contract; or
- (vii) the Commonwealth's failure to use corrections or enhancements made available to the Commonwealth by the Contractor at no charge.
- (i) The obligation to indemnify the Commonwealth, under the terms of this section, shall be the Contractor's sole and exclusive obligation for the infringement or misappropriation of intellectual property.

# 14. Intellectual Property and Right to Use.

The Contractor hereby grants to the Commonwealth a non-exclusive right to access and to use the hardware and software comprising all or part of the Supplies and Services. The Commonwealth's use of the software is subject to the following:

- (a) <u>Product License</u>. The Contractor grants the Commonwealth a non-exclusive license to use the software required to operate the Supplies.
- (b) <u>Contractor Intellectual Property</u>. The Commonwealth acknowledges that, in the course of providing and performing the Supplies and Services, the Contractor may use software and related processes, instructions, methods, and techniques that have been previously developed by Contractor and that same shall remain the sole and exclusive property of the Contractor. The Contractor retains ownership of all Contractor Intellectual Property that the Contractor delivers to the Commonwealth pursuant to the Supplies provided and Services performed.
- (c) <u>Commonwealth Intellectual Property and Data</u>. The Commonwealth owns all Data and all Commonwealth Intellectual Property provided to the Contractor pursuant to this Contract or collected or generated by the Contractor on behalf of the Commonwealth pursuant to this Contract. The Commonwealth grants the Contractor a non-exclusive, royalty-free, world-wide license to use, copy, display,

distribute, transmit and prepare derivative works of the Commonwealth's Intellectual Property and Data only to fulfill the purposes of this Contract and any applicable PO. The Commonwealth's license to the Contractor is limited by the terms of this Contract.

- (d) <u>Third Party Intellectual Property</u>. <u>If</u> a Supply or Service under this Contract is commercially available software or requires commercially available software for use, the Contractor shall inform the third-party licensor of the software that it will be required to enter into a software license agreement with the Commonwealth that includes terms and conditions acceptable to the Commonwealth, to the extent necessary for the Commonwealth to use the Third Party Intellectual Property in accordance with the terms of the Contract. Such license shall include the applicable provisions set forth in the Software License Requirements Agreement Template included as part of the solicitation.
- (e) <u>Click Through Terms</u>. The Contractor may not require the Commonwealth or any user of the Services or Supplies acquired within the scope of this Contract to sign, click through, or in any other way agree to any terms associated with use of or interaction with those Services and/or Supplies, unless the Commonwealth has approved the terms in writing in advance under this Contract, and the terms are consistent with this Contract.
- (f) <u>No Transfer of Right, Title or Interest</u>. Except as expressly set forth in this Contract, nothing in this Contract shall be construed as granting to or conferring upon Contractor, any right, title, or interest in any physical or intellectual property that is now owned or subsequently owned by the Commonwealth or any third party. Except as expressly set forth in this Contract, nothing in this Contract shall be construed as granting to or conferring upon the Commonwealth, any right, title, or interest in any physical or intellectual property that is now owned or subsequently owned by the Commonwealth, any right, title, or interest in any physical or intellectual property that is now owned or subsequently owned by the Commonwealth, any right, title, or interest in any physical or intellectual property that is now owned or subsequently owned by the Contractor.

## 15. Commonwealth Data.

The Commonwealth owns all Data provided to the Contractor pursuant to this Contract or collected or generated by the Contractor on behalf of the Commonwealth pursuant to this Contract. Commonwealth grants Contractor a non-exclusive, royalty-free, world-wide license to use, copy, display, distribute, transmit and prepare derivative works using the Commonwealth's Data only to fulfill the purposes of this Contract and any applicable PO. The Commonwealth's license to Contractor is limited by the terms of this Contract. Unless the solicitation specifies otherwise:

- (i) All Data must be stored within the United States.
- (ii) All Data must travel networks which are approved in writing by the Commonwealth.

- (iii) Data may not be stored in a state which asserts jurisdiction over disputes regarding data stored within that state.
- (iv) The Contractor shall be responsible for maintaining the privacy, security, and integrity of Data in its or its subcontractors' possession.
- (v) All Data shall be accessible to the Commonwealth upon request, and in a form acceptable to the Commonwealth.
- (vi) All Data shall be surrendered to the Commonwealth upon request.
- (vii) Any Data shall be destroyed by the Contractor at the Commonwealth's request.
- (viii) Any Data shall be held for litigation or public records purposes by the Contractor at the Commonwealth's request, and in accordance with the security, privacy, and accessibility requirements of this Contract.
- (ix) Contractor shall comply with all applicable data protection, data security, data privacy and data breach notification laws, including but not limited to the *Commonwealth Breach of Personal Information Notification Act*, Act of December 22, 2005, P.L. 474, No. 94,as amended, 73 P.S. §§ 2301–2329.
- (x) Contractor shall be solely responsible for any costs, losses, fines or damages incurred by the Commonwealth due to Data being accessed, used, released, disclosed and/or acquired in an unauthorized manner.

## 16. Information Technology Policies.

The Contractor shall comply with the IT standards and policies issued by the Governor's Office Information Technology of Administration. Office for (OA/OIT) (located at: https://www.oa.pa.gov/Policies/Pages/itp.aspx), including the accessibility standards set out in IT Policy ACC001, Accessibility Policy. The Contractor shall ensure that Services and Supplies procured under this Contract comply with the applicable standards. In the event such standards change during the Contractor's performance, and the Commonwealth requests that the Contractor comply with the changed standard, then any incremental costs incurred by the Contractor to comply with such changes shall be paid for pursuant to a change order to the Contract.

## 17. Acceptance.

(a) <u>Supplies</u>: No Supplies received by the Commonwealth shall be deemed accepted until the Commonwealth has had a reasonable opportunity to inspect the Supplies. Any Supplies that are discovered to be defective or fail to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the Supplies 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 Supplies 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 Supplies. Upon notice of rejection, the Contractor shall immediately replace all such rejected Supplies 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 Supplies, 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.

(b) Services: Acceptance of Services, including Developed Works, will occur in accordance with an Approval Plan (Plan) submitted by the Contactor and approved by the Commonwealth. Upon approval of the Plan by the Commonwealth, the Plan becomes part of this Contract. For contracts where the development of software, the configuration of software or the modification of software is the deliverable, the Plan must include an Acceptance Test Plan. The Acceptance Test Plan will provide for a Final Acceptance Test and may provide for Interim Milestone Acceptance Tests. Each Acceptance Test will be designed to demonstrate that the Developed Works conform to the functional specification for the Developed Works, if any, and/or the requirements of this Contract. Contractor shall notify the Commonwealth when the deliverable is completed and ready for acceptance The Commonwealth will not unreasonably delay commencement of testing. acceptance testing.

#### **18. Product Conformance.**

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

- (i) Provide certified data from laboratory testing performed by the Contractor, or performed by an independent laboratory, as specified by the Commonwealth.
- (ii) Supply published manufacturer product Documentation.
- (iii) Permit a Commonwealth representative to witness testing at the Contractor's location or at an independent laboratory.
- (iv) Complete a survey/questionnaire relating to the bid requirements and specifications.
- (v) Provide customer references.

(vi) Provide a product demonstration at a location near Harrisburg or the using agency location.

### **19.** Rejected Material Not Considered Abandoned.

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.

#### 20. Compliance with Law.

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

#### 21. Environmental Provisions.

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. § 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. § 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. § 693.1.

#### 22. Post-Consumer Recycled Content.

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 Environmental Protection Agency in its Comprehensive Procurement Guidelines, which can be found at https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

#### 23. Recycled Content Enforcement.

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.

#### 24. Compensation.

- (a) <u>Compensation for Supplies</u>: The Contractor shall be required to furnish the awarded Supplies at the price(s) quoted in the Purchase Order. All Supplies shall be delivered within the time period(s) specified in the Purchase Order. The Contractor shall be compensated only for Supplies that are delivered and accepted by the Commonwealth.
- (b) <u>Compensation for Services</u>: The Contractor shall be required to perform the specified Services at the price(s) quoted in the Contract or Purchase Order. All Services shall be performed within the time period(s) specified in the Contract or Purchase Order. The Contractor shall be compensated only for Services performed to the satisfaction of the Commonwealth. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract. If not otherwise specified in the Contract, travel and related expenses shall be reimbursed in accordance with Management Directive 230.10 Amended, *Commonwealth Travel Policy*, and Manual 230.1, *Commonwealth Travel Procedures Manual*.

## 25. Billing Requirements.

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:

- (i) Vendor name and "Remit to" address, including SAP Vendor number;
- (ii) Bank routing information, if ACH;
- (iii) SAP Purchase Order number;
- (iv) Delivery Address, including name of Commonwealth agency;
- (v) Description of the Supplies/Services delivered in accordance with SAP Purchase Order (include purchase order line number if possible);
- (vi) Quantity provided;
- (vii) Unit price;
- (viii) Price extension;
- (ix) Total price; and
- (x) Delivery date of Supplies or Services.

If an invoice does not contain the minimum information set forth in this section, or, if applicable, comply with the provisions located at

https://www.budget.pa.gov/Programs/Pages/E-Invoicing.aspx, relating to the Commonwealth E-Invoicing Program, 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.

#### 26. Payment.

- (a) The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is:
  - (i) the date on which payment is due under the terms of the Contract;
  - (ii) 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
  - (iii) the payment date specified on the invoice if later than the dates established by (i) and (ii) above.
- (b) 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 of December 13, 1982, P.L. 1155, No. 266, as amended, 72 P. S. § 1507, (relating to interest penalties on Commonwealth accounts) and accompanying regulations 4 Pa. Code §§ 2.31— 2.40. See, Procurement Handbook, Part I, Chapter 18, A 8. 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.
- (c) 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.

## 27. ACH Payments.

The Commonwealth will make contract payments through Automated Clearing House (ACH).

- (i) 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).
- (ii) 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.
- (iii) 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.

## 28. Taxes.

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. 237400001-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 section is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

## 29. Assignment of Antitrust Claims.

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 Supplies and Services which are the subject of this Contract.

#### **30. Hold Harmless Provision.**

- (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*, Act of October 15, 1980, P.L. 950, No. 164, as amended, 71 P. S. §§ 732-101—732-506, 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.

## 31. Sovereign Immunity.

No provision of this Contract shall be construed to waive or limit the sovereign immunity of the Commonwealth of Pennsylvania or its governmental sub-units.

## 32. Limitation of Liability.

- (a) <u>General</u>. The Contractor's liability to the Commonwealth under this Contract shall be limited to the greater of \$250,000 or the value of this Contract (including any amendments). This limitation will apply, except as otherwise stated in this section, regardless of the form of action, whether in contract or in tort, including negligence. This limitation does not, however, apply to any damages:
  - (i) for bodily injury;
  - (ii) for death;
  - (iii) for intentional injury;
  - (iv) for damage to real property or tangible personal property for which the Contractor is legally liable;

- (v) under Section 13, Patent, Copyright, Trademark and Trade Secret Protection;
- (vi) related to a breach of the security of a system subject to this Contract that is maintained or managed by the Licensor; or
- (vii) under Section 64, Virus, Malicious, Mischievous or Destructive Programming.
- (b) The Contractor will not be liable for consequential or incidental damages, except for damages as set forth in subsection (a), or as otherwise specified in the Contract.

#### **33.** Audit Provisions.

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.

#### 34. Single Audit Act of 1984.

In compliance with the *Single Audit Act of 1984*, 31 U.S.C. § 7501, *et seq.*, the Contractor agrees to the following:

- (i) This Contract is subject to audit by federal and state agencies or their authorized representative in accordance with the auditing standards promulgated by the Comptroller General of the United States and specified in Government Auditing Standards, 1994 Revisions (Yellow Book).
- (ii) The audit requirement of this Contract will be satisfied if a single audit is performed under the provisions of the *Single Audit Act of 1984*, 31 U.S.C. Section 7501, *et seq*, and all rules and regulations promulgated pursuant to the Act.
- (iii) The Commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial/compliance, economy/efficiency, or program results nature, if deemed necessary.
- (iv) The Contractor further agrees to comply with requirements that may be issued by the state agency upon receipt of additional guidance received from the federal government regarding the *Single Audit Act of 1984*.

## 35. Default.

- (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:
  - (i) Failure to begin delivering Supplies or performing Services within the time specified in the Contract or Purchase Order or as otherwise specified;
  - (ii) Failure to deliver Supplies or perform Services with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the Contract or Purchase Order terms;
  - (iii) Unsatisfactory performance of the work;
  - (iv) Failure to deliver the Supply(ies) or perform Services within the time specified in the Contract or Purchase Order or as otherwise specified;
  - (v) Improper delivery;
  - (vi) Failure to provide a Supply(ies) or perform Services that conform with the specifications referenced in the Contract or Purchase Order;
  - (vii) Delivery of a defective Supply;
  - (viii) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
  - (ix) Discontinuance of furnishing Supplies or performing Services without approval;
  - (x) Failure to resume furnishing Supplies or performing Services that were discontinued, within a reasonable time after notice to do so;
  - (xi) Insolvency or bankruptcy;
  - (xii) Assignment made for the benefit of creditors;
  - (xiii) 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 Supplies furnished or Services performed, for equipment rentals, or for utility services rendered;

- (xiv) Failure to protect, repair or make good any damage or injury to property;
- (xv) Breach of any provision of the Contract;
- (xvi) Failure to comply with representations made in the Contractor's bid/proposal; or
- (xvii) 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 subsection (a) above, the Commonwealth may procure, upon such terms and in such manner as it determines, Supplies and/or Services 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 subsection (a) above, the Commonwealth, in addition to any other rights provided in this section, 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 section 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 section 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 Commonwealth Board of Claims.

## **36.** Force Majeure.

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 are not 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.

## **37.** Termination Provisions.

The Commonwealth has the right to terminate this Contract or any Purchase Order issued thereunder for any of the reasons set forth in this section. Termination shall be effective upon written notice to the Contractor.

(a) <u>Termination for convenience</u>. The Commonwealth may terminate the Contract, or a Purchase Order issued against the Contract, in whole or in part, without cause by giving Contractor **30 days**' prior written notice (Notice of Termination) whenever the Commonwealth shall determine that such termination is in the best interest of the Commonwealth (Termination for Convenience). Any such termination shall be accomplished by delivery to the Contractor of a Notice of Termination specifying the extent to which performance under this Contract is terminated either in whole or in part and the date on which such termination becomes effective.

In the event of termination hereunder, the Contractor shall receive payment for the following:

(i) all Supplies furnished and Services performed consistent with the terms of the Contract prior to the effective date of termination;

(ii) all actual and reasonable costs incurred by the Contractor as a result of the termination of the Contract; and

In no event shall the Contractor be paid for any loss of anticipated profit (by the Contractor or any subcontractor), loss of use of money, or administrative or overhead costs. Failure to agree on any termination costs shall be a dispute handled in accordance with the Contract Controversies provision of this Contract.

The Contractor shall cease providing Supplies and Services as of the date set forth in the Notice of Termination, and shall be paid only for such Supplies and Services as have already been satisfactorily furnished or rendered up to and including the termination date set forth in said notice, or as may be otherwise provided for in said Notice of Termination, and for such Supplies furnished or Services performed during the **30-day** notice period, if requested by the Commonwealth.

- (b) <u>Non-appropriation.</u> 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 in whole or in part. 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) <u>Termination for cause</u>. The Commonwealth may, in addition to its other rights under this Contract, terminate this Contract in whole or in part by providing written notice of default to the Contractor if the Contractor materially fails to perform its obligations under the Contract and does not cure such failure within **30 days** or, if a cure within such period is not practical, commence a good faith effort to cure such failure to perform within the specified period or such longer period as the Commonwealth may specify in the written notice specifying such failure, and diligently and continuously proceed to complete the cure. The Contract terminations.

In the event the Commonwealth terminates this Contract in whole or in part as provided in this subsection (c), the Commonwealth may procure services similar to those so terminated, and the Contractor shall be liable to the Commonwealth for the difference between the Contract price for the terminated portion of the Supplies or Services and the actual and reasonable cost (but in no event greater than the fair market value) of producing substitute equivalent Supplies or Services for the terminated Supplies or Services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this section.

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 subsection (a) above.

### **38.** Contract Controversies.

- (a) Pursuant to Section 1712.1 of the Commonwealth Procurement Code (62 Pa. C. S. § 1712.1), in the event of a claim arising from the Contract, the Contractor must, within six (6) 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 General Counsel Dispute Resolution of Program. https://www.ogc.pa.gov/Services%20to%20Agencies/Mediation%20Procedures/ Pa ges/default.aspx.
- (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 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.

#### **39.** Assignability and Subcontracting

- (a) Subject to the terms and conditions of this section, 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 furnishing of Supplies or performance of Services under this Contract without the prior written consent of the Contracting Officer, whose consent may be withheld at their sole and absolute discretion.
- (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, whose consent may be withheld at their sole and absolute discretion.
- (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.

## 40. Other Contractors.

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

this section as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

#### 41. Nondiscrimination/Sexual Harassment Clause.

The Contractor agrees:

- (a) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- (b) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
- (c) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
- (d) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act, Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- (e) The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.

- (f) The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- (g) The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- (h) 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.
- (i) The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- (j) 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.

## 42. Contractor Integrity Provisions.

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

- (a) Definitions. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this section:
  - (i) "Affiliate" means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
  - (ii) "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
  - (iii) "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.
  - (iv) "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
  - (v) "Financial Interest" means either:
    - (1) Ownership of more than a five percent interest in any business; or
    - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
  - (vi) "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.
  - (vii) "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.
- (b) In furtherance of this policy, Contractor agrees to the following:
  - (i) Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or

regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

- (ii) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- (iii) Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- (iv) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- (v) Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
  - (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  - (3) had any business license or professional license suspended or revoked;
  - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
  - (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

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

- (vi) Contractor shall comply with the requirements of the *Lobbying Disclosure* Act (65 Pa. C.S. § 13A01, et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
- (vii) When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- (viii) Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

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

## 43. Contractor Responsibility Provisions.

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.

(a) 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 subcontractors, nor any suppliers 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.

- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at https://www.dgs.pa.gov 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

#### 44. Americans With Disabilities Act.

- (a) Pursuant to federal regulations promulgated under the authority of *The Americans With Disabilities Act*, 28 C.F.R. § 35.101 *et seq.*, the Contractor understands and agrees that 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. § 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 subsection (a) above.

## 45. Covenant Against Contingent Fees.

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.

## 46. Applicable Law.

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.

## 47. Integration.

This Contract, including 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.

#### 48. Order of Precedence.

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 solicitation; and the Contractor's response to the solicitation.

#### 49. Controlling Terms and Conditions.

The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the Commonwealth. 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.

## 50. Changes.

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 the Contract Controversies section.

## 51. Background Checks.

(a) The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth facilities, either through on-site access or through remote access. Background checks are to be conducted via the Pennsylvania State Police Request for Criminal Record Check form and procedure found at https://www.psp.pa.gov/Pages/Request-a-Criminal-History-Record.aspx. The background check must be conducted prior to initial access and on an annual basis thereafter.

- (b) Before the Commonwealth will permit access to the Contractor, the Contractor must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that a Contractor employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, 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 Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of the Commonwealth may result in the Contractor being deemed in default of its Contract.
- (c) The Commonwealth specifically reserves the right of the Commonwealth to conduct background checks over and above that described herein.
- (d) Access to certain Capitol Complex buildings and other state office buildings is controlled by means of card readers and secured visitors' entrances. Commonwealth contracted personnel who have regular and routine business in Commonwealth worksites may be issued a photo identification or access badge subject to the requirements of the contracting agency and DGS set forth in Enclosure 3 of Commonwealth Management Directive 625.10 Amended (June 4, 2014) Card Reader and Emergency Response Access to Certain Capitol Complex Buildings and Other State Office Buildings. The requirements, policy and procedures include a processing fee payable by the Contractor for contracted personnel photo identification or access badges.

## 52. Confidentiality.

(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 applicable document). 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 expiration or termination of this Contract, 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, (where permitted by law or regulation) 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 or termination of this Contract). Both parties agree that a material breach of these requirements may, after failure to cure within the period 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:
  - (i) already known to the recipient at the time of disclosure other than through the contractual relationship and not otherwise subject to any obligation of non-disclosure or confidentiality;
  - (ii) independently generated by the recipient and not derived from the information supplied by the disclosing party;
  - (iii) 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;
  - (iv) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
  - (v) required to be disclosed by the recipient 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:
  - (i) Prepare and submit un-redacted version of the appropriate document, and
  - (ii) Prepare and submit a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or

a trade secret. The Contractor shall use a redaction program that ensures the information is permanently and irreversibly redacted, or

- (iii) Prepare and submit a signed written statement that identifies confidential or proprietary information or trade secrets and that states:
  - (i) the attached material contains confidential or proprietary information or trade secrets;
  - (ii) the Contractor is submitting the material in both redacted and unredacted format, if possible, in accordance with 65 P.S. § 67.707(b); and
  - (iii) the Contractor is requesting that the material be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.
- (iv) Submit the two (2) documents along with the signed written statement to the Commonwealth.

#### 53. Sensitive Information.

- (a) The Contractor shall not publish or otherwise disclose, except to the Commonwealth or the Contractor's subcontractors and except matters of public record (which is to be determined entirely in the discretion of the Commonwealth), any information or data obtained hereunder from private individuals, organizations, or public agencies.
- (b) The parties shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a Commonwealth program affected by or benefiting from Services under this Contract for any purpose not connected with the parties' Contract responsibilities except with consent pursuant to applicable law and regulations. All documents associated with direct disclosures of this kind must be announced to and open for inspection by the Commonwealth.
- (c) Rights and obligations of the parties under this section survive the expiration or termination of this Contract.

#### 54. Small Diverse Business/Small Business Commitment.

Contractor shall meet and maintain the commitments to small diverse businesses and small businesses in the Small Diverse Business and Small Business ("SDB/SB") portion of its Bid/Proposal. Any proposed change to an SDB/SB commitment must be submitted to the DGS Bureau of Diversity, Inclusion and Small Business Opportunities ("BDISBO"), which will make a recommendation as to a course of action to the Commonwealth Contracting Officer. Contractor shall complete the Prime Contractor's Quarterly Utilization Report and submit it to the

Commonwealth Contracting Officer and BDISBO within ten (10) workdays at the end of each calendar quarter that the Contract is in effect.

## 55. Installment Purchase Additional Terms and Conditions.

To the extent that the Contractor offers the Commonwealth or any purchasing agency ("Purchaser") the option to pay for any items covered by the Contract in installments over time, these Installment Purchase Terms and Conditions shall, in addition to the other terms and conditions of the Contract, govern the installment purchase, except to the extent the Contractor assigns an Installment Purchase to an Initial Assignee, in which case the Initial Assignee shall be bound to the obligations of the Contractor only as specified in these Installment Purchase Terms and Conditions. If a Purchaser desires to purchase items on an installment basis, the Purchaser shall indicate its Installment Purchase election on the PO issued to the Contractor ("Installment Purchase PO"). By issuing an Installment Purchase PO, the Purchaser explicitly agrees to these Installment Items" in these Installment Purchase Terms and Conditions. To the extent that there is a conflict between the other terms and conditions of the Contract and these Installment Purchase Terms and Conditions, these Installment Purchase Terms and Conditions shall prevail to the extent that the Purchaser has elected an Installment Purchase option.

(a) Term of Installment Purchase.

The Contractor may provide any Installment Items under the Contract for any term up to **60 months**. The Purchaser shall identify the term selected on the Installment Purchase PO. The Installment Purchase term shall commence on the date the Purchaser accepts the Installment Items by executing the Acceptance Certificate, and the term shall continue for the length specified on the Installment Purchase PO. The form of the Acceptance Certificate is attached as **Appendix J, Acceptance Certificate** to the RFP.

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

- (b) Payments.
  - (i) Full Term Intention. The Purchaser shall pay the applicable monthly payment for the Installment Items. The Purchaser shall continue payment for the full Installment Purchase term, unless the Purchaser terminates the Installment Purchase, 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.

- (ii) Non-Appropriation. The Purchaser's obligation is payable only and solely from funds allotted for the purpose of the Installment Purchase. If sufficient funds are not appropriated for continuation of performance under any Installment Purchase for any fiscal year subsequent to the one in which the Purchaser issued the Installment Purchase PO, the Purchaser may return the Installment items to the Contractor/Initial Assignee (as applicable), and thereafter the Contractor/Initial Assignee will release the Purchaser of all further obligations under the Installment Purchase, provided:
  - (1) The Purchaser delivers unencumbered title to the Installment items to the contractor or Initial Assignee (if applicable);
  - (2) The Purchaser returns the Installment items to the Contractor/Initial Assignee in good condition, reasonable wear and tear excepted; and
  - (3) The Purchaser gives **30 days**' written notice of the failure of appropriations to the Contractor/Initial Assignee, along with a certification that the Installment Items are not being replaced by similar items from another vendor. In the event the Purchaser returns the Installment Items for failure of appropriations, the Purchaser shall pay all amounts then due under the Installment Purchase through the end of the fiscal year for which sufficient funds were appropriated for the Installment Purchase.
- (c) Title and Security Interest.
  - (i) The title to the Installment Items shall pass to the Purchaser at the time and place of delivery to the Purchaser of each unit of equipment. The Contractor or its Initial Assignee shall have a purchase money security interest in the Installment Items until payment of all installments as set forth in the payment schedule are made, or if the Purchaser prepays its installments, upon payment of the agreed amount between the Contractor and the Purchaser as set forth in Subsection (i), Financing and Prepayment, of this Section.
    - (1) Upon payment of the final installment or other concluding payment option, neither the Contractor nor its assignee shall have any further interest in the Installment Items.
    - (2) The Installment Items shall remain personal property and shall not become a fixture or affixed to real property without consent of the Contractor/assignee.
    - (3) At the request of the Contractor or Initial Assignee, the Purchaser will join the Contractor/assignee in executing one or more UCC-1 financing statements.

- (4) The Purchaser will keep the Installment Items free and clear of all encumbrances except the Contractor's/assignee's security interest.
- (d) Use and Location of, and Alteration to Installment Items.

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

- (e) Assumption of Risks.
  - (i) The Purchaser shall, after acceptance of the Installment Items, assume and bear the risk of damage to, or loss or theft of, the Installment Items (including all component parts) from any cause other than action or inaction of the Contractor/assignee. The loss or damage of the Installment Items shall not impair any obligation of the Purchaser under these Installment Purchase Terms and Conditions, which shall continue in full force and effect. In the event that all or part of the Installment Items shall, as a result of the above-mentioned causes, become, in the Purchaser's reasonable determination, lost, stolen, destroyed, rendered unusable, or irreparably damaged, then the Purchaser shall notify the Contractor/assignee in writing. At its option, the Purchaser shall elect either:
    - (1) to replace the equipment with like equipment, or
    - (2) to pay pro rata to the Contractor/assignee all payments then currently due according to the payment schedule, plus the pro rata principal portion of any remaining installments. The "pro rata principal portion of remaining installment payments" is that percentage of the principal portion of remaining installment payments as of the date of payment that the cost of the units of the equipment lost, stolen, destroyed, or rendered irreparably unusable or damaged bears to the total cost of the equipment determined by the amounts set forth in the field purchase order.
  - (ii) The Purchaser assumes all risks and liabilities for injury to or death of any person, or damage to any property, arising out of the Purchaser's

possession, use, operation, condition, or storage of any Installment Items, as more fully set forth in Paragraph (i) of Subsection (g) of this Section.

- (iii) The Purchaser agrees to insure the Installment Items as provided under Paragraph (ii) of Subsection (g) of this Section.
- (f) Warranties.
  - (i) The Purchaser shall have the benefit of any and all manufacturer or supplier warranties for the Installment Items.
  - (ii) 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 Purchaser's quiet enjoyment of the Installment Items so long as no event of default as defined in Subsection (j) of this Section shall have occurred and be continuing.
- (g) Liability.
  - (i) The Purchaser assumes all risks and liabilities for injury to or death of any person or damage to any property, arising out of the Purchaser's possession, use, operation, condition, or storage of any Installment Item, whether such injury or death be of agents or employees of the Purchaser or of third parties, and whether such property damage be to the Purchaser's property or the property of others; provided, however, that the damage or injury results from the action or inaction of the Purchaser, its agents or employees, and provided that judgment has been obtained against the Purchaser, its agents or employees. This provision shall not be construed to limit the governmental immunity of any Purchaser.
  - (ii) The Purchaser shall, during the Installment Purchase term, either self-insure or purchase insurance to cover the risks it has assumed under Paragraph (i) of this Subsection, including but not limited to risks of public liability and property damage.
- (h) Assignment.
  - (i) The Purchaser shall not assign any Installment Purchase PO or other interest in the Installment items 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 Installment Purchase to an Initial Assignee, who in turn may further assign and/or grant a security interest in an Installment Purchase to a subsequent assignee without the Purchaser's consent. Any other Contractor assignment shall require the Purchaser's prior written

consent. Upon written notice to the Purchaser, the Contractor may assign payments under any Installment Purchase to a third party.

- (ii) The Contractor may assign, without DGS or Purchaser consent, any Installment Purchase PO to a third party ("Initial Assignee") who will fund the purchase of the Installment Items. The Initial Assignee may take title to, and assume the right to receive all payments for, the Installment Items. The Contractor shall notify the Purchaser of any Installment Purchase PO assignment in its acknowledgment of the Installment Purchase PO to the Purchaser, providing the Purchaser with a copy of the assignment agreement between the Contractor and the Initial Assignee.
- (iii) 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 Installment Purchase 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 an Installment Purchase PO, the Purchaser waives any claims it may have under the Installment Purchase against the Initial Assignee for any loss, damage, or expense caused by, defect in, or use or maintenance of any Installment Item. The Purchaser acknowledges that the Initial Assignee is not the supplier of the Installment Items and is not responsible for their selection or installation. After the ordering Purchaser executes, and the Initial Assignee receives, an acceptance certificate in the form attached to these Installment Purchase Terms and Conditions, if any portion of the Installment Items is unsatisfactory for any reason, the ordering Purchaser shall, nevertheless, continue to make payments under the applicable Installment Purchase 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.
- (iv) After a Purchaser executes and the Initial Assignee receives an acceptance certificate:
  - (1) The Purchaser shall, regardless of whether any portion of the Installment Items is unsatisfactory for any reason, nevertheless, continue to make payments under the applicable Installment Purchase and shall make any claim relating to the Installment Items against the Contractor or the manufacturer, not against the Initial Assignee or any subsequent assignee; and
  - (2) The rights of the Initial Assignee and any subsequent assignee to receive payments are absolute and unconditional and shall not be affected by any defense or right of set-off.

(v) Warranty Disclaimer.

IN THE EVENT THE CONTRACTOR ASSIGNS AN INSTALLMENT PURCHASE TO AN INITIAL ASSIGNEE, SUCH INITIAL ASSIGNEE AND ANY SUBSEQUENT ASSIGNEE MAKE NO WARRANTY (OTHER THAN A WARRANTY OF QUIET ENJOYMENT OF THE INSTALLMENT ITEMS), 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 PURCHASER TAKES THE EQUIPMENT AND ANY FINANCED ITEM "AS IS." IN NO EVENT SHALL THE INITIAL ASSIGNEE OR ANY SUBSEQUENT ASSIGNEE HAVE ANY LIABILITY FOR, NOR SHALL THE PURCHASER 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.
  - (i) If the Contractor is not the supplier of the Installment Items, the Contractor will pay the charges for the Installment Items directly to the supplier. In the event the Contractor assigns the Installment Purchase 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 payments under the Installment Purchase to an Initial Assignee, the Purchaser's obligation to make payments for the Installment Items for which the Purchaser 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 Purchaser dissatisfaction with any Installment Item.
  - (ii) The Purchaser may at any time elect to prepay its remaining Installment Purchase payments. The Purchaser 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 payments to reflect the requested prepayment and shall advise the Purchaser of the balance to be paid.
  - (iii) If the Purchaser purchases Contract items related to an Installment Item prior to the expiration of the Installment Purchase terms, or if the Installment Purchase is terminated for any reason except non-appropriation as described in Subsection (b) of these Installment Purchase Terms and Conditions, and if the Installment Item has been delivered and the Purchaser has executed and delivered to the Contractor an acceptance certificate, the Purchaser shall prepay such Installment Item.

- (j) Remedies for Default.
  - (i) If the Purchaser 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 Purchaser is delinquent in payment, if the Purchaser breaches any other provision under these 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 Purchaser 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:
    - (1) Terminate the applicable Installment Purchase.
    - (2)Take possession of any or all Contract items in the Purchaser'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 Contract items may be and remove and repossess the Contract items, from the premises without being liable to the Purchaser in any action or legal proceedings. The Contractor/assignee may, at its option, sell the repossessed Contract items at public or private sale for cash credit. The Purchaser shall be liable for or the Contractor's/assignee's expenses of retaking possession, including without limitation the removal of the Contract items and placing the Contract items in good operating condition (if not in good operating condition at the time of removal) in accordance with the manufacturer's specifications. Repossessed Contract items shall include only those items that were purchased under the Installment Purchase.
    - (3) Recover from the Purchaser all payments then due, plus the net present value of the amount of the remaining payments. The present value of such remaining 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 Installment Purchase. The Treasury Constant Maturities are published in Statistical Release H.15 and may be accessed via the Federal Reserve Board's Internet website.
  - (ii) In the event of Contractor default under the Default provision of the Contract, the Purchaser may pursue one or more of the following remedies:

- (1) If the payments under the Installment Purchase have been assigned to an Initial Assignee, the Purchaser shall continue to make payments for those Contract Items which have been delivered and for which the Purchaser has provided acceptance certificates to the Contractor/Initial Assignee.
- (2) The Purchaser may cancel, without liability for payment, its order for any Contract items which have not been delivered and for which it has not issued acceptance certificates. In this instance, the amount of the Contract payments will be recalculated to take into consideration and pay for the actual number of Contract items which were delivered and accepted. If no Installment items have been delivered and accepted, the Purchaser may terminate the Installment Purchase without liability for any payment.
- (3) If payments have not been assigned, the Purchaser may set off or counterclaim any and all damages incurred by the Purchaser as a result of the contractor's default against its obligation to make payments.
- (k) Compliance with Internal Revenue Code.
  - (i) Tax Exempt 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 Purchaser shall cooperate with the Contractor/Initial Assignee in the preparation and execution of these documents. The Purchaser shall also keep a copy of each notification of assignment with the Purchaser's counterpart of the order and shall not, during the Installment Purchase term, permit the Installment Items to be directly or indirectly used for a private business use within the meaning of Section 141 of the IRC.
  - (ii) Governmental Status. Eligible Purchasers 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 Purchaser's status under the IRC shall constitute an event of default by the Purchaser. If the Internal Revenue Service rules that the Purchaser does not so qualify under either Section 103(a) or 501(c)(4) of the IRC, or if the Purchaser 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 Purchaser 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.

(l) Governing Law.

All Purchases made under these Installment Purchase 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 Installment Purchase Terms and Conditions.

(m) Notices.

Service of all notices under these Installment Purchase Terms and Conditions shall be sufficient if delivered to the Purchaser at the address set forth in the applicable Installment Purchase PO, or to the Contractor/Initial Assignee at the address set forth in its acknowledgment of the Installment Purchase 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.

## 56. Leasing Additional Terms and Conditions

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 is attached as **Appendix J, Acceptance Certificate,** to the RFP.

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.
  - (i) 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.
  - (ii) 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:
    - (1) The Lessee delivers unencumbered title to the Leased Property to the Contractor or Initial Assignee (if applicable);
    - (2) The Lessee returns the Leased Property to the Contractor/Initial Assignee in good condition, reasonable wear and tear excepted; and
    - (3) 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

(i) 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.

- (1) 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.
- (2) The Leased Property shall remain personal property and shall not become a fixture or affixed to real property without consent of the Contractor/assignee.
- (3) 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.
- (4) 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.
  - (i) The Lessee shall have the benefit of any and all manufacturer or supplier warranties for the Leased Property during the Lease term.
  - (ii) 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.
  - (i) 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.
  - (ii) The Lessee shall, during the Lease term, either self-insure or purchase insurance to cover the risks it has assumed under Paragraph (i) of this Subsection, including but not limited to risks of public liability and property damage.
- (h) Assignment.
  - (i) 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.

- (ii) 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.
- (iii) 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 additional representations, warranties, covenants, or Contractor's 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.
- (iv) After a Lessee executes and the Initial Assignee receives an Acceptance Certificate:
  - (1) 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
  - (2) 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.
- (v) 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.
  - (i) 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.
  - (ii) 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.
  - (iii) 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 Section, 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.
  - (i) 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:

- (1) Terminate the applicable Lease.
- (2)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 The Lessee shall be liable for the for cash or credit. 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.
- (3) 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 H.15 and may be accessed via the Federal Reserve Board's Internet website.
- (ii) In the event of Contractor default under the Default provision of the Contract, the Lessee may pursue one or more of the following remedies:
  - (1) 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.

- (2) 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.
- (3) 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.

- (i) 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.
- (ii) 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.
- (iii) 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.
  - (i) 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.
  - (ii) 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.

#### 57. Insurance

- (a) The Contractor shall procure and maintain at its expense and require its subcontractors to procure and maintain, as appropriate, the following types of insurance, issued by companies acceptable to the Commonwealth and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:
  - Workers' Compensation Insurance for all of the Contractor's employees engaged in performing Services in accordance with the *Workers' Compensation Act*, the Act of June 2, 1915, P.L. 736, No. 338, reenacted and amended June 21, 1939, P.L. 520, No. 281, as amended, 77 P.S.§§ 101–2708.
  - (ii) Commercial general liability insurance to protect the Commonwealth and the Contractor from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death, and damage to property, including loss of use resulting from any property damage which may arise from its operations under this Contract, whether such operation be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by either. The limits of such insurance shall be in the amount of \$2,000,000 per occurrence/\$2,000,000 annual aggregate, personal injury and property damage combined. Such policies shall be occurrence rather than claims-made policies and shall include the

Commonwealth of Pennsylvania as an additional insured. The insurance shall not contain any endorsements, or any other form designed to limit and restrict any action by the Commonwealth as an additional insured against the insurance coverages in regard to the work performed for the Commonwealth.

- (iii) Automobile liability insurance in an amount not less than \$1,000,000 combined single limit per accident for bodily injury and property damage covering Auto Symbol 1 (Any Auto).
- (iv) Products/Completed Operations insurance in the amount of \$1,000,000 per occurrence/\$2,000,000 annual aggregate.
- (v) Prior to commencing work under the Contract, the Contractor shall provide the Commonwealth with a copy of each current certificate of insurance. The Contractor will provide **fifteen (15) days'** prior written notice of cancellation to the Commonwealth.
- (b) The Contractor agrees to maintain such insurance for the life of the Contract. The Contractor shall require any subcontractor engaged to provide services hereunder to procure and maintain the same type and level of insurance as Contractor and provide its Certificate of Insurance to the Commonwealth.

#### 58. Notice

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

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

#### 59. Right-To-Know Law

- (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:
  - (i) 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
  - (ii) 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.

#### 60. Enhanced Minimum Wage.

- (a) <u>Enhanced Minimum Wage</u>. Contractor/Lessor agrees to pay no less than \$12.00 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.
- (b) <u>Adjustment</u>. Beginning July 1, 2019, and annually thereafter, the minimum wage rate shall be increased by \$0.50 until July 1, 2024, when the minimum wage reaches \$15.00. Thereafter, the minimum wage rate would be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
- (c) <u>Exceptions</u>. These Enhanced Minimum Wage Provisions shall not apply to employees:
  - (i) exempt from the minimum wage under the Minimum Wage Act of 1968;
  - (ii) covered by a collective bargaining agreement;
  - (iii) required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
  - (iv) required to be paid a higher wage under any state or local policy or ordinance.

- (d) <u>Notice</u>. Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.
- (e) <u>Records</u>. Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
- (f) <u>Sanctions</u>. Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
- (g) <u>Subcontractors</u>. Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

## 61. Manufacturer's Price Reduction.

If, prior to the delivery of the awarded Supplies 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.

#### 62. Special Requirements.

The Commonwealth reserves the right to purchase Supplies and Services within the scope of this Contract through other procurement methods whenever the Commonwealth deems it to be in its best interest.

## 63. Prevailing Minimum Wages.

If applicable to this Contract, the Contract with the awarded vendor is subject to and shall comply with the provisions, duties, obligations, remedies and penalties of the *Pennsylvania Prevailing Wage Act*, the Act of August 15, 1961, P.L. 987, No. 442, as amended, 43 P.S. §§ 165-1--165-17 and its regulations 34 Pa. Code §§ 9.101—9.112, which are incorporated herein by reference as if fully set forth herein. The Contractor shall pay no less than the wage rates including contributions for employee benefits as determined by the Secretary of Labor and Industry (hereinafter referred to in this paragraph as "Secretary") for each craft or classification of all workers needed to perform this Contract during the term hereof for the county in which the work is to be performed. In compliance with said *Pennsylvania Prevailing Wage Act*, the Prevailing Minimum Wage Predetermination, as approved by the Secretary, is attached hereto and made a part hereof.

(a) The provisions of this paragraph shall apply to all work performed on the contract by the contractor and to all work performed on the contract by all subcontractors.

The contractor shall insert in each of its subcontracts all of these required contract provisions and stipulations contained in this paragraph and such other stipulations as may be required.

- (b) No worker may be employed on the public work except in accordance with the classifications set forth in the decisions of the Secretary. In the event that additional or different classifications are necessary, the procedure set forth in section 8 of the Act (43 P.S. § 165-8) and section 9.107 of the Act's Regulations (relating to petition for review of rates and hearings) shall be followed.
- (c) Workers employed or working on the public work shall be paid unconditionally, regardless of whether any contractual relationship exists or the nature of a contractually relationship which may be alleged to exist between a contractor, subcontractor and workers, at least once a week without deduction or rebate, on any account, either directly or indirectly, except authorized deductions, the full amounts due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in the contract, the Prevailing Wage Act or its Regulations prohibits the payment of more than the general prevailing minimum wage rates as determined by the Secretary to any worker or public work.
- (d) The contractor and each subcontractor shall post for the entire period of construction the wage determination decisions of the Secretary, including the effective date of changes thereof, in a prominent and easily accessible place or places at the site of the work and at the place or places used by them to pay workers their wages. The posted notice of wage rates shall contain the following information:
  - (i) The name of project.
  - (ii) The name of public body for which it is being constructed.
  - (iii) The crafts and classifications of workers listed in the Secretary's general prevailing minimum wage rate determination for the particular project.
  - (iv) The general prevailing minimum wage rates determined for each craft and classification and the effective date of changes.
  - (v) A statement advising workers that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the contractor or subcontractor are not complying with the act or the regulations in any manner whatsoever, the worker may file a protest in writing with the Secretary of Labor and Industry within **3 months** of the date of the occurrence, objecting to the payment to a contractor to the extent of the amount due or to become due to them as wages for work performed on the public work project. A worker paid less than the rate specified in the contract shall have a civil right of action for the difference between the wage

paid and the wages stipulated in the contract, which right of action must be exercised within **6 months** from the occurrence of the event creating the right.

- (e) The contractor and subcontractors shall keep an accurate record showing the name, craft or classification, number of hours worked per day, and the actual hourly rate of wage paid including employee benefits, to each worker employed by the contractor or subcontractor in connection with the public work. The record shall include deductions from each worker. The record shall be preserved for **2 years** from the date of payment and shall be open at reasonable hours to the inspection of the public body awarding the contract and to the Secretary or the Secretary's authorized representatives.
- (f) Apprentices shall be limited to numbers in accordance with a bona fide apprenticeship program registered with and approved by the Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with *The Apprenticeship and Training Act* (43 P.S. §§ 90.1—90.10), approved July 14, 1961 and the regulations issued thereto shall be employed on the public work project. A worker using the tools of a craft who does not qualify as an apprentice within the provisions of this subsection shall be paid the rate predetermined for journeymen in that particular craft or classification.
- (g) Wages shall be paid without deductions except authorized deductions. Employers not parties to a contract requiring contributions for employee benefits which the Secretary of Labor & Industry has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workers.
- (h) Payment of compensation to workers for work performed on public work on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the Act, regardless of the average hourly earnings resulting therefrom.
- (i) Each contractor and each subcontractor shall file a statement each week and a final statement at the conclusion of the work on the contract with the contracting agency, under oath, and in form satisfactory to the Secretary, certifying that workers have been paid wages in strict conformity with the provisions of the contract. If wages remain unpaid, the contractor or subcontractor shall set forth the amount of wages due and owing to each worker respectively. A copy of the form entitled "Contractor's or Subcontractor's Weekly Payroll Certification for Public Works Projects" is attached hereto.
- (j) Before final payment is made, a final wage certification must be submitted by all contractors and subcontractors.

#### 64. Virus, Malicious, Mischievous or Destructive Programming.

- Notwithstanding any other provision in this Contract to the contrary, if the (a) Contractor or any of its employees, subcontractors or consultants introduces a virus or malicious, mischievous or destructive programming into the Commonwealth's software or computer networks and has failed to comply with the Commonwealth software security standards, and provided further that the Commonwealth can demonstrate that the virus or malicious, mischievous or destructive programming was introduced by the Contractor or any of its employees, subcontractors or consultants, the Contractor shall be liable for any damage to any data and/or software owned or licensed by the Commonwealth. The Contractor shall be liable for any damages incurred by the Commonwealth including, but not limited to, the expenditure of Commonwealth funds to eliminate or remove a computer virus or malicious, mischievous or destructive programming that result from the Contractor's failure to take proactive measures to keep virus or malicious, mischievous or destructive programming from originating from the Contractor, its servants, agents or employees through appropriate firewalls and maintenance of anti-virus software and software security updates (such as operating systems security patches, etc.). In the event of destruction or modification of software, the Contractor shall eliminate the virus, malicious, mischievous or destructive programming, restore the Commonwealth's software, and be liable to the Commonwealth for any resulting damages. The Contractor shall be responsible for reviewing Commonwealth software security standards in effect at the commencement of the Contract and complying with those standards. The Contractor's liability shall cease if the Commonwealth has not fully complied with its own software security standards.
- (b) The Contractor shall perform a security scan on any software or computer program developed by the Contractor or its subcontractors in a country other than the United States of America that may come in contact with the Commonwealth's software or computer networks. Contractor shall perform such security scan prior to introducing any such software or computer program into a Commonwealth development environment, test environment or production environment. The results of these security scans will be provided to the Commonwealth prior to installing into any Commonwealth development environment, test environment, test environment, at its discretion, additional security scans on any software or computer program prior to installing in a Commonwealth environment as listed above.
- (c) The Commonwealth may, at any time, audit, by a means deemed appropriate by the Commonwealth, any computing devices being used by representatives of the Contractor to provide Services to the Commonwealth that will be connected to a Commonwealth network for the sole purpose of determining whether those devices have anti-virus software with current virus signature files and the current minimum operating system patches or workarounds have been installed. Devices found to be out of compliance will immediately be disconnected and will not be permitted to

connect or reconnect to the Commonwealth network until the proper installations have been made. The Commonwealth shall not install any software or monitoring tools on the Contractor's equipment without the Contractor's written consent to do so.

- (d) The Contractor may use the anti-virus software used by the Commonwealth to protect Contractor's computing devices used in the course of providing Services to the Commonwealth.
- (e) Neither the Commonwealth nor the Issuing Agency will be responsible for any damages to the Contractor's computers, data, software, etc. caused as a result of the installation of the Commonwealth's anti-virus software or monitoring software on the Contractor's computers.

#### 65. Service Levels.

- (a) The Contractor shall comply with the procedures and requirements of the Service Level Agreements, if any, which are made part of this Contract.
- (b) Where there are expressly defined Service Levels, Contractor shall measure and report its performance against these standards on at least a monthly basis, except as many otherwise be agreed between the Parties in respect of Services performed less frequently than monthly. All Services without expressly defined Service Levels must be performed at least to the same degree of accuracy, completeness, efficiency, quality and timeliness as is provided by well-managed suppliers providing services similar to the Services, so long as such performance is commercially and operationally reasonable.
- (c) The Commonwealth's acceptance of any financial credit incurred by the Contractor in favor of the Commonwealth for a Service Level default ("Service Level Credit") shall not bar or impair Commonwealth's rights and remedies in respect of the failure or root cause as set forth elsewhere in this Contract, including without limitation claims for liquidated damages, injunctive relief and termination rights, provided however, Service Level Credits paid would be credited against any such claims for damages.

#### 66. Hazardous Substances.

(a) 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, P.L. 734, No., 159, known as the *Worker and Community Right-to-Know Act*, as amended, 35 P.S. §§ 7301—7320 (the "Act") and the regulations promulgated pursuant thereto at 34 Pa. Code §§ 301.1—323.6.

- (b) <u>Labeling</u>. The Contractor shall insure that each individual product (as well as the carton, container or package in which the product is shipped) of any of the following substances (as defined by the Act and the regulations) supplied by the Contractor is clearly labeled, tagged or marked with the information listed in paragraphs (i) through (iv):
  - (i) Hazardous substances:
    - (1) The chemical name or common name,
    - (2) A hazard warning, and
    - (3) The name, address and telephone number of the manufacturer.
  - (ii) Hazardous mixtures:
    - (1) The common name, but if none exists, then the trade name,
    - (2) The chemical or common name of special hazardous substances comprising .01% or more of the mixture,
    - (3) The chemical or common name of hazardous substances consisting 1.0% or more of the mixture,
    - (4) A hazard warning, and
    - (5) The name, address and telephone number of the manufacturer.
  - (iii) Single chemicals:
    - (1) The chemical name or the common name,
    - (2) A hazard warning, if appropriate, and
    - (3) The name, address and telephone number of the manufacturer.
  - (iv) Chemical Mixtures:
    - (1) The common name, but if none exists, then the trade name,
    - (2) A hazard warning, if appropriate,
    - (3) The name, address, and telephone number of the manufacturer, and

- (4) The chemical name or common name of either the top five (5) substances by volume or those substances consisting of 5.0% or more of the mixture.
- (v) 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.
- (vi) Container labels shall provide a warning as to the specific nature of the hazard arising from the substance in the container.
- (vii) 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:
  - (1) NFPA 704, Identification of the Fire Hazards of Materials.
  - (2) National Paint and Coatings Association: Hazardous Materials Identification System.
  - (3) American Society for Testing and Materials, Safety Alert Pictorial Chart.
  - (4) American National Standard Institute, Inc., for the Precautionary Labeling of Hazardous Industrial Chemicals.
- (viii) 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.
- (c) <u>Material Safety Data Sheet</u>. 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.

#### 67. Publicity/Advertisement.

The Contractor must obtain Commonwealth approval prior to mentioning the Commonwealth or a Commonwealth agency in an advertisement, endorsement, or any other type of publicity. This includes the use of any trademark or logo.

#### 68. Additional Federal Provisions.

Additional contract provisions may be incorporated into this Contract pursuant to federal law, regulation or policy.

# Description

1. **Purpose.** This request for proposals (RFP) provides information to enable potential Offerors to prepare and submit proposals for the Commonwealth of Pennsylvania's consideration.

2. **Determination to use Competitive Sealed Proposal Method.** As set forth in <u>Bureau of Procurement</u> <u>Policy Directive 2018-1</u>, the Secretary of General Services has determined that the competitive sealed proposals process generally is the most practical and advantageous method for awarding contracts to obtain the best value for the Commonwealth. There are no features of this particular Project that are inconsistent with the rationale set forth in BOP Policy Directive 2018-1 and the justification for the use of competitive sealed proposals set forth in BOP Policy Directive 2018-1 is hereby adopted for this Project.

3. **Issuing Office.** The **Department of General Services** ("Issuing Office") has issued this RFP on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFP shall be the Contact listed above, who is the Issuing Officer for this RFP. Please refer all inquiries to the Issuing Officer. Any violation of this condition may be cause for the Issuing Office to reject the offending Offeror's proposal. Offerors must agree not to distribute any part of their proposals beyond the Issuing Office. An Offeror who shares information contained in its proposal with other Commonwealth personnel and/or competing Offeror may be disqualified.

4. **Project Description.** This RFP is to provide maintenance and related services ("Maintenance" and "Services") for radio communications and vehicle-borne public safety/service equipment ("Equipment") located across the Commonwealth.

**5.** Type of Contract. If the Issuing Office enters into a contract as a result of this RFP, it will be a fixed price contract and will contain the Contract Terms and Conditions attached to this RFP in the Buyer Attachments section.

**6. Rejection of Proposals.** The Issuing Office reserves the right, in its sole and complete discretion, to reject any proposal received as a result of this RFP.

**7. Incurring Costs.** The Issuing Office is not liable for any costs the Offeror incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

**8. Questions & Answers.** Questions must be submitted using the Q&A Board within this event. Questions must be submitted as individual questions. Questions must be submitted by the posted deadline. All questions and responses are considered an addendum to and part of this RFP. 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 RFP or formally issued by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or the solicitation.

9. Addenda to the RFP. Any revisions to this RFP will be made electronically within this site.

**10. Response Date.** To be considered for selection, electronic proposals must be submitted on or before the time and date specified. The Issuing Office will reject any late proposals.

**11. Proposal Submission:** To be considered, Offerors must submit a complete response to this RFP by the due date and time from an official authorized to bind the Offeror to its provisions. Clicking the submit button within this site constitutes an electronic signature. A proposal being timely submitted and electronically signed by the Offeror are the two (2) mandatory responsiveness requirements and are non-waivable. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in an Offeror's proposal, (2) allow the Offeror to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Offeror's proposal. The proposal must remain valid

## Exhibit B, Request for Proposals

for **120 days** or until a contract is fully executed, whichever is later. If the Issuing Office selects the Offeror's proposal for award, the contents of the selected Offeror's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

**12. Proposal Format:** To be considered, the proposal must respond to all proposal requirements. Each proposal consists of three submittal components: Technical, Cost, and Small Diverse Business and Small Business Participation. Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as attachments. The Issuing Office reserves the right to request additional information which, in the Issuing Office's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP. The Issuing Office may make investigations as deemed necessary to determine the ability of the Offeror to perform the Project, and the Offeror shall furnish to the Issuing Office all requested information and data.

**13. Alternate Proposals.** The Issuing Office has identified the basic approach to meeting its requirements, allowing Offerors to be creative and propose their best solution to meeting these requirements. The Issuing Office will not accept alternate proposals.

**14. Discussions for Clarification.** Offerors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification. Clarifications may occur at any stage of the evaluation and selection process prior to contract execution.

**15. Prime Contractor Responsibilities.** The selected Offeror must perform **at least 50% of the total contract value.** Nevertheless, the contract will require the selected Offeror to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. Further, the Issuing Office will consider the selected Offeror to be the sole point of contact with regard to all contractual matters.

## 16. Proposal Contents.

**A.** <u>Confidential Information</u>. The Commonwealth is not requesting confidential proprietary information or trade secrets to be included as part of Offerors' submissions. Accordingly, except as provided herein, Offerors should not label proposal submissions as confidential or proprietary or trade secret protected. Any Offeror who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection c. below. After contract award, the selected Offeror must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.</u>

**B.** <u>Commonwealth Use.</u> All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Offeror copyright designations contained in proposals, the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure **requirements** under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.

**C.** <u>Public Disclosure</u>. After the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under

65 P.S. § 67.708(b)(11) from public records requests. Refer to the **Additional Required Documentation** section for a **Trade Secret Confidential Proprietary Information Notice Form** that may be utilized as the signed written statement, if applicable. If financial capability information is submitted, such financial capability information is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

17. **Best and Final Offers (BAFO).** The Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining "best and final offers" in one or more of the following ways, in any combination and order: schedule oral presentations, request revised proposals, conduct an online auction, and enter into pre-selection negotiations.

The following Offerors will **not** be invited by the Issuing Office to submit a Best and Final Offer: those Offerors which the Issuing Office has determined to be not responsible or whose proposals the Issuing Office has determined to be not responsive; those Offerors which the Issuing Office has determined in accordance with the **Offeror Responsibility** subsection from the submitted and gathered financial and other information, do not possess the financial capability, experience or qualifications to assure good faith performance of the contract; and those Offerors whose score for their technical submittal of the proposal is less than 75 % of the total amount of technical points allotted to the technical criterion.

The Issuing Office may further limit participation in the best and final offers process to those remaining responsible Offerors which the Issuing Office has determined to be within the top competitive range of responsive proposals. The Evaluation Criteria shall also be used to evaluate the Best and Final offers. Price reductions offered through any online auction shall have no effect upon the Offeror's Technical Submittal. Any reduction to commitments to Small Diverse Businesses and Small Businesses must be proportional to the reduction in the total price offered through any BAFO process or contract negotiations unless approved by the Bureau of Diversity Inclusion and Small Business Opportunities (BDISBO).

**18. News Releases.** Offerors shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.

**19. Term of Contract.** The term of the contract will commence on the Effective Date and will end in **two** (2) years with three (3) optional one (1) year renewals. The Issuing Office will fix the Effective Date after the contract has been fully executed by the selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The selected Offeror shall not start the performance of any work prior to the Effective Date of the contract, and the Commonwealth shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the Effective Date of the contract.

**20. Notification of Selection for Contract Negotiations.** The Issuing Office will notify all Offerors in writing of the Offeror selected for contract negotiations after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Issuing Office.

Prior to execution of the contract resulting from the RFP, the selected Offeror must be registered in the Commonwealth of Pennsylvania's Vendor Master file. In order to register, Offerors must visit the Pa Supplier Portal at https://www.pasupplierportal.state.pa.us/ or call the Customer Support Center at 877-435-7363.

**21. Notification of Award.** Offerors whose proposals are not selected will be notified when contract negotiations have been successfully completed, and the Issuing Office has received the final negotiated contract signed by the selected Offeror.

**22. Debriefing Conferences.** Upon notification of award, Offerors whose proposals were not selected will be given the opportunity to be debriefed. The Issuing Office will schedule the debriefing at a mutually agreeable time. The debriefing will not compare the Offeror with other Offerors, other than the position of

## Exhibit B, Request for Proposals

the Offeror's proposal in relation to all other Offeror proposals. An Offeror's exercise of the opportunity to be debriefed does not constitute nor toll the time for filing a protest.

**23. RFP Protest Procedure.** The RFP Protest Procedure is on the DGS website at <u>click here</u> A protest by a party that has not or has not yet submitted a proposal must be filed no later than the proposal submission deadline. Offerors may file a protest within seven days after the protesting Offeror knew or should have known of the facts giving rise to the protest, but in no event may an Offeror file a protest later than seven days after the date the notice of award of the contract is posted on the DGS website. The date of filing is the date of receipt of the protest. A protest must be filed in writing with the Issuing Office. To be timely, the protest must be received by 4:00 p.m. on the seventh day.

**24.** Attachments to the RFP. All attachments to the RFP, including those contained in the **Buyer** Attachments and Additional Required Documentation sections, are incorporated into and made part of the RFP.

**25. Evaluation Criteria.** The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. Independent of the committee, BDISBO will evaluate the Small Diverse Business and Small Business Participation Submittal and provide the Issuing Office with a rating for this component of each proposal. The following criteria will be used in evaluating each proposal:

**A. Technical:** The Issuing Office has established the weight for the Technical criterion for this RFP as **50%** of the total points. Evaluation will be based upon the following: Soundness of Approach and Offeror Qualifications. The final Technical scores are determined by giving the maximum number of technical points available to the proposal(s) with the highest raw technical score. The remaining proposals are rated by applying the Technical Scoring Formula set forth at the following webpage: click here

**B. Cost:** The Issuing Office has established the weight for the Cost criterion for this RFP as **30%** of the total points. The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available. The remaining proposals are rated by applying the Cost Formula set forth at the following webpage: <u>click here</u>

C. Small Diverse Business and Small Business Participation:BDISBO has established the minimum evaluation weight for the Small Diverse Business and Small Business Participation criterion for this RFP as 20% of the total points. Refer to the Small Diverse Business and Small Business Participation document contained in the RFP Question section for more information and scoring methodology.

**D. Domestic Workforce Utilization:** Any points received for the Domestic Workforce Utilization criterion are bonus points in addition to the total points for this RFP. The maximum amount of bonus points available is **3%** of the total points for this RFP. To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those Offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. The Domestic Workforce Utilization Formula is at the following webpage: <u>Click here</u>

**26. Offeror Responsibility.** To be responsible, an Offeror must submit a responsive proposal and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to

## Exhibit B, Request for Proposals

assure good faith performance of the contract. In order for an Offeror to be considered responsible for this RFP and therefore eligible for selection for best and final offers or selection for contract negotiations:

The total score for the technical submittal of the Offeror's proposal must be greater than or equal to **75%** of the available technical points and the Offeror must demonstrate the financial capability to assure good faith performance of the contract.

An Offeror who fails to demonstrate sufficient financial capability to assure good faith performance of the contract as specified herein may be considered by the Issuing Office, in its sole discretion, for Best and Final Offers or contract negotiation contingent upon such Offeror providing contract performance security for the first contract year cost proposed by the Offeror in a form acceptable to the Issuing Office. Based on the financial condition of the Offeror, the Issuing Office may require a certified or bank (cashier's) check, letter of credit, or performance bond conditioned upon the faithful performance of the contract by the Offeror. The required performance security must be issued or executed by a bank or surety company authorized to do business in the Commonwealth. The cost of the required performance security will be the sole responsibility of the Offeror and cannot increase the Offeror's cost proposal or the contract cost to the Commonwealth.

Further, the Issuing Office will award a contract only to an Offeror determined to be responsible in accordance with the most current version of <u>Commonwealth Management Directive 215.9</u>, <u>Contractor Responsibility Program</u>.

**27. Final Ranking and Award.** After any best and final offer process is conducted, the Issuing Office will combine the evaluation committee's final technical scores, BDISBO's final Small Diverse Business and Small Business Participation Submittal scores, the final cost scores, and the domestic workforce utilization scores. The Issuing Office will rank responsible Offerors according to the total overall score assigned to each in descending order. The Issuing Office must select for contract negotiations the Offeror with the highest overall score. The Issuing Office has the discretion to reject all proposals or cancel the request for proposals at any time prior to the time a contract is fully executed when it is in the best interests of the Commonwealth. The reasons for the rejection or cancellation shall be made part of the contract file.

**28. COSTARS Program.** Information related to the COSTARS Program is incorporated in the **COSTARS Program Clause** contained in the **Buyer Attachments** section. If the Offeror elects to permit COSTARS members to participate in the contract resulting from this RFP, the Offeror should download, complete and upload the **COSTARS Election to Participate Form** contained in **Additional Required Documentation**. If the Offeror is asserting that it is a Department of General Services Certified Small Business, also provide an active Department of General Services Small Business Certificate.

# **Stage Description**

No description available.

# Prerequisites

#### 1 ★ Instructions To Supplier :

Responsibility to Review.

#### Prerequisite Content: Responsibility to Review RFP

The Offeror acknowledges and accepts full responsibility to ensure that it has reviewed the most current content of the RFP including any amendments to the RFP.

#### Certification

I certify that I have read and agree to the terms above.

Supplier Must Also Upload a File:

No

# Exhibit B, Request for Proposals

# **Buyer Attachments**

Technical Submittal	Technical Submittal 12.21.2018.docx	/Attachments/Technical Submittal 12.21.2018.docx
Appendix A, Standard Terms and (	Appendix A Standard Terms and Conditions for IT Supplies and Related Services.pdf	/Attachments/Appendix A Standard Terms and Conditions for IT Supplies and Related Services.pdf
Appendix B, Cost Submittal	Appendix B Cost Submittal.xlsx	/Attachments/Appendix B Cost Submittal.xlsx
Appendix C, Dedicated Contacts	Appendix C Dedicated Contacts.xlsx	/Attachments/Appendix C Dedicated Contacts.xlsx
Appendix D, Equipment Inventory	Appendix D Equipment Inventory.pdf	/Attachments/Appendix D Equipment Inventory.pdf
Appendix E, Commonwealth Locat	Appendix E Commonwealth Locations.pdf	/Attachments/Appendix E Commonwealth Locations.pdf
Appendix F, Statement of Work Te	Appendix F Statement of Work Template.doc	/Attachments/Appendix F Statement of Work Template.doc
Appendix G, Quarterly Report Tem	Appendix G Quarterly Report Template.xlsx	/Attachments/Appendix G Quarterly Report Template.xlsx

## **Technical Submittal**

**I. Project Description**. This Request for Proposal (RFP) is to provide maintenance and related services ("Maintenance" and "Services") for radio communications and vehicle-borne public safety/service equipment ("Equipment") located across the Commonwealth.

**II. Statement of the Project**. State in succinct terms your understanding of the project presented, or the service required by this RFP.

**Offeror Response** 

#### III. Qualifications.

**A. Company Overview**. Provide overview of your organization and its ability to support the services being requested in this RFP.

**Offeror Response** 

**B. Prior Experience**. Include experience in maintenance and support of two-way radios and related equipment. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to must be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

The selected Offeror must have at least **ten (10) years** of experience in maintaining Land Mobile Radio (LMR) fixed network equipment and associated fleet vehicle components at the city, county, or state level.

**Offeror Response** 

C. **Personnel**. Include the number of personnel who will be engaged in the work. Show where these personnel will be physically located during the time they are engaged in the Project. For key personnel such as Account Manager, Service Manager, or other personnel key to delivering the services described in the RFP, include the employee's name and, through a resume or similar document, the Project personnel's education and experience in the role for which they will be assigned to this project. Indicate the responsibilities each individual will have in this Project and how long each has been with your company.

Resumes are not to include personal information that will, or will be likely to, require redaction prior to release of the proposal under the *Right-to-Know Law*. This includes home addresses and phone numbers, Social Security Numbers,

Drivers' License numbers or numbers from state ID cards issued in lieu of a Drivers' License, financial account numbers, personal cell phone numbers, etc. If the Commonwealth requires any of this information for security verification or other purposes, the information will be requested separately and as necessary.

**Offeror Response** 

#### **D.** Personnel Requirements.

- 1. Offerors must identify the following dedicated contacts below, as well as complete and submit **Appendix C, Dedicated Contacts**:
  - a. The selected Offeror must provide a dedicated Account Manager who will be the sole point of contact for all requests and will be responsible for the coordination of all orders and the resolution of any issues. The Account Manager is the sole point of contact with regard to contractual and purchase order matters.
  - b. The selected Offeror must provide a dedicated Service Manager, with a minimum of **four** (4) years managerial experience. The Service Manager is the sole point of contact for the resolution of any service issues that are escalated.
  - c. The selected Offeror's technicians and subcontractors must have the certifications, qualifications and any other required training in order to repair the Equipment specified in **Appendix D**, **Equipment Inventory**.
- **2.** The Commonwealth, at its sole discretion, may request the removal of any technician and/or subcontractor.

**Offeror Response** 

#### E. Personnel Replacement.

- 1. Replacement of dedicated contacts. After dedicated contacts are assigned and approved by the Commonwealth, the Selected Offeror may not divert or replace dedicated contacts without written approval of the Commonwealth and in accordance with the following procedures.
  - a. The Selected Offeror shall notify the Commonwealth at least **60 days** in advance of the proposed diversion or replacement of dedicated contacts, and providing the name, qualifications and background check of the person who will replace the diverted or

#### Exhibit B, Request for Proposals

removed staff. Within **10 days** of receipt of the diversion or replacement notice, the Commonwealth will notify the Selected Offeror whether the proposed diversion is acceptable or if the replacement is approved.

- b. Advance notification is not required for changes in dedicated contacts due to resignations, death and disability, dismissal for cause or dismissal as a result of termination of a subcontract or any other cause that is beyond the control of the Selected Offeror. However, the Commonwealth must approve the replacement dedicated contacts. Replacement of dedicated contacts whose availability changes for reasons beyond the control of the Selected Offeror must occur:
  - (1) on a temporary basis, within **one** (1) week of the availability change; and
  - (2) on a permanent basis, no longer than **30 days** from the availability change.
- c. The Commonwealth may request that the Selected Offeror remove one or more of its staff persons from the contract at any time, with **30 days**' written notice. If a staff person is removed from the Contract, the selected Offeror will have **10 days** to fill the vacancy with a staff person acceptable in terms of experience and skills, subject to the Commonwealth approval.

#### **Offeror Response**

- F. Subcontractors. Provide a subcontracting plan for all subcontractors, including small diverse business and small business subcontractors, who will be assigned to the Project. The selected Offeror is prohibited from subcontracting or outsourcing any part of this Project without the express written approval from the Commonwealth. Refer to Section 8 of Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services, regarding removal of a subcontractor from the project. Replacement of a subcontractor shall be handled in the same manner as the replacement of dedicated contacts, please see Section III.C. Personnel. Upon award of the contract resulting from this RFP, subcontractors included in the proposal submission are deemed approved. For each position included in your subcontracting plan provide:
  - **1.** Name of subcontractor;
  - **1.** Address of subcontractor;

- 2. Number of years worked with the subcontractor;
- 3. Number of employees by job category to work on this project;
- **4.** Description of services to be performed;
- 5. The percentage of time each member of the staff will be dedicated to this project;
- **6.** Geographical location of staff; and
- 7. Resumes (if appropriate and available).

#### **Offeror Response**

**IV. Training**. If appropriate, indicate recommended training of agency personnel. Include the agency personnel to be trained, the number to be trained, duration of the program, place of training, curricula, training materials to be used, number and frequency of sessions, and number and level of instructors.

## **Offeror Response**

**V. Financial Capability**. Describe your company's financial stability and economic capability to perform the contract requirements. The Commonwealth reserves the right to request additional information to evaluate an Offeror's financial capability.

#### **Offeror Response**

**VI. Requirements**. The Commonwealth may add Equipment and related services to the contract resulting from this RFP at any time.

#### A. Selected Offeror and Personnel Requirements.

1. The selected Offeror must have the necessary legal rights, licenses to third party software and any other tools required to perform Maintenance and Services on the Equipment specified in Appendix D, Equipment Inventory.

#### **Offeror Response**

2. Offeror(s) shall describe how it will meet the qualifications listed below:

- a. The selected Offeror must dedicate field radio technicians to support all using agencies. Provided in **Appendix E, Commonwealth Locations**, is a current list of the Department of Conservation and Natural Resources, the Pennsylvania State Police and the Department of Corrections field locations; note that all using agencies are not represented. The Commonwealth reserves the right to remove or add locations to this list at any time and will provide the updated list to the selected Offeror.
  - (1) The selected Offeror must be capable of providing services as described in this RFP for locations across the Commonwealth to include, but not be limited to, the locations specified in **Appendix E, Commonwealth Locations**.

**Note**: Travel costs shall only be for Rate Card services and will be reimbursed at the rates as included in **Appendix B**, **Cost Submittal**. Travel time to respond to a service call request shall not exceed **two (2) hours** each way or **four (4) hours** roundtrip. Any travel time over this will be at no additional cost to the Commonwealth.

#### **Offeror Response**

(2) The selected Offeror must dedicate field technicians to Pennsylvania State Police to meet the service level agreements in **Section VI.G.1 Service Levels**, of which all must have a minimum of **four (4) years** of field radio service experience on Radio Frequency (RF) equipment. Currently, there are approximately **15** field technicians supporting Pennsylvania State Police.

**Offeror Response** 

(3) The selected Offeror must dedicate field technicians to support all using agencies, to meet the service level agreements in Section VI.G.1 Service Levels, of which five
(5) must have a minimum of four (4) years of field radio service experience on Radio Frequency (RF) equipment. Currently, there are approximately 25 field technicians to support all other using agencies.

**Offeror Response** 

(4) The selected Offeror must dedicate vehicular installation technicians to support Pennsylvania State Police to meet the service level agreements in Section VI.G.1 Service Levels, all of which must have at least four (4) years of experience in vehicle equipment installation and removal. Currently, there are approximately nine (9) vehicular installation technicians supporting Pennsylvania State Police.

#### **Offeror Response**

(5) The selected Offeror must dedicate vehicular installation technicians to support all using agencies, to meet the service level agreements in Section VI.G.1 Service Levels, three
(3) of which must have at least four (4) years of experience in vehicle equipment installation and removal. Currently, there are approximately 15 vehicular installation technicians to support all other using agencies.

#### **Offeror Response**

#### **B.** Service Center requirements.

- 1. The selected Offeror must provide service centers geographically dispersed to perform maintenance that is unable to be completed in the field, in accordance with the service level agreements in Section VI.G. Service Level Agreement. Currently, there are approximately 20 service centers to support all using agencies.
- 2. The selected Offeror's service centers shall be monitored and required to maintain acceptable standards for quality control to perform the services as described in this RFP to meet the service level agreements in Section VI.G. Service Level Agreement.
- **3.** The Commonwealth reserves the right to perform verification and inspection of the service centers prior to award of the Contract and at any time during the term of the Contract.

**Offeror Response** 

C. Site Access Requirements.

#### Exhibit B, Request for Proposals

Site access roster. The selected Offeror is required to maintain a site access roster at each Commonwealth facility for which the selected Offeror performs work under this Contract. At a minimum, each site access roster must include the following for each technician:

- **1.** Representative's Name;
- **2.** Date & Time of Arrival;
- **3.** Date & Time of Departure;
- 4. Purpose of Visit; and
- **5.** Representative's Signature.

**Offeror Response** 

#### **D.** Maintenance Requirements.

- 1. Equipment must be kept operational within the OEM specifications, subject to OEM parts availability, and within FCC requirements. The selected Offeror must make all efforts possible to obtain OEM parts.
- 2. Maintenance and Services for Equipment must not void the OEM warranty. Maintenance and Services may involve the return of Equipment to the OEM. The selected Offeror is responsible for tracking the Equipment until returned to the Commonwealth.
- **3.** The selected Offeror must provide Maintenance and Services to all Commonwealth facilities which includes but is not limited to, troops, stations, remote and local radio sites, command post points, central office sites, district, county stockpile, traffic management centers, mobile radio locations, state parks and forest districts.
- 4. Maintenance includes all parts and labor necessary to perform the Services as described in the RFP.
- 5. Service or Maintenance for equipment damage involving Acts of God or negligence of Commonwealth employees must be immediately reported to the Agency contact, with the estimated cost for repairs, for procedures on how to proceed. Upon request by the Agency, the selected Offeror must provide the broken part to the Agency for inspection.
- 6. The selected Offeror must perform Maintenance at any facility as requested by the Commonwealth.
- 7. The selected Offeror must provide a Service Report upon completion of Services to the requesting Agency. This Service Report must indicate the reported problem, Service performed, resolution and operational status.

The Service Report indicates the Service has been performed but is not intended to be a user acceptance indicating Service has been completed accurately and completely.

- 8. Technicians must have the tools necessary to complete the required Maintenance and Services on Equipment. As an example, the tools necessary to complete the required Maintenance and Services on Equipment may include, but are not limited to:
  - a. RF/AF signal generator;
  - b. AM/FM modulation analyzer;
  - c. RF/AF power meter;
  - d. Spectrum analyzer;
  - e. Tracking generator;
  - f. Oscilloscope;
  - g. Signaling encoder/decoder;
  - h. Function generator;
  - i. AC/DC voltmeter;
  - j. SINAD/SNR meter; and
  - k. DC current meter.

The Commonwealth will not be charged for any Service call where the technician does not have the tools and skills necessary to perform the requested Service.

- **9.** All tools must be calibrated to industry standards and subject to Commonwealth inspection and approval.
- **10.** Any equipment programed with AES encryption cannot be exported or shipped from the United States.
- **11.** The selected Offeror must purchase and maintain any software licenses needed to interface with Commonwealth inventory software.

**Offeror Response** 

#### **E.** Service Requests, Tracking & Procedures.

- 1. The selected Offeror must be available to receive and respond to service requests 24 hours a day, seven (7) days a week.
- **2.** The Commonwealth's current Enterprise Help Desk Ticket tracking application will be the sole application for managing and reporting on trouble tickets.

- **3.** The selected Offeror, at its own expense, if any, must secure access to the Commonwealth's Enterprise Help Desk Ticket tracking application to create, display, and modify tickets.
- **4.** Agencies will submit service requests to the selected Offeror via the Commonwealth's Help Desk. The selected Offeror, therefore, will receive trouble tickets from the Help Desk via the Commonwealth's Enterprise Help Desk Ticket tracking application.
- 5. All requests will be entered into the Commonwealth's Enterprise Help Desk Ticket tracking application, by the Commonwealth, and marked with the date and time. The selected Offeror must prioritize and dispatch a technician to resolve the ticket. Once the issue has been resolved the selected Offeror must update the database with status and the time of resolution. The selected Offeror must obtain confirmation of resolution, by the Commonwealth, prior to closing the ticket.
- **6.** The following items will be enforced with respect to trouble ticketing procedures:
  - a. Ticket status is updated within Commonwealth's Enterprise Help Desk Ticket tracking application within **24 hours** of action.
  - b. Agencies have the right to increase priority of ticket.
- 7. Forms for Service Reports, invoicing, and requisitions may be revised or replaced, in order to accommodate efficient administration of the reporting process. The selected Offeror must notify the Commonwealth, and the Commonwealth must accept the revisions. It is the intent of the Commonwealth to standardized forms across all Agencies. Requests for form modification should be approved by the Commonwealth Contract Manager. Copies of the current revision of this form will then be included when implemented without a formal amendment.
- 8. The selected Offeror must provide a Toll-Free support number for anyone reporting outside of Commonwealth's Enterprise Help Desk Ticket tracking application.

## **Offeror Response**

## F. Quality Control.

**1.** The selected Offeror must initiate customer satisfaction surveys. The Commonwealth must approve the format and delivery mode of the survey.

- 2. The selected Offeror's technicians must have the ability to call on experienced engineering staff for technical backup whenever needed, night or day. This experienced engineering staff must have extensive experience to assist field operations whenever the service conditions require the additional expertise.
- 3. If the selected Offeror determines that certain Equipment is not repairable, the selected Offeror must immediately notify the Commonwealth. The selected Offeror will be responsible for forwarding written correspondence to the Commonwealth indicating the reason the Equipment cannot be repaired. The selected Offeror must also recommend a suitable replacement for the Equipment that is not repairable. Due to the critical nature of the system's operation, written notification must be made within one day when the Equipment is deemed not repairable. The time period required to identify a suitable replacement may be waived by the Commonwealth if it is determined that more time is necessary or logical to correctly assess individual situations. However, replacement of Equipment at the Commonwealth's expense will be the exception only after the selected Offeror has explored all means for restoring the faulty Equipment. The selected Offeror must have the Commonwealth's approval before any expense is incurred by the Commonwealth for replacement Equipment. The Commonwealth reserves the right to inspect any item adjudged by the selected Offeror as being not repairable or unfit for continued service, which has been replaced.
- **4.** Defective Equipment removed from inventory, which is not operational, must be returned to the Commonwealth.
- 5. The Commonwealth reserves the right to conduct inspections in order to verify the selected Offeror's performance.

#### G. Service Level Agreement ("SLA").

**1.** Service Levels. The SLA organizes the required technical support into several distinct services areas, as follows:

RFP Requirement	Service Level Agreements
Service Level 1	Six (6) hour repair and/or replacement
	on a 24-hour basis.
Service Level 2	Twenty-four (24) hour repair and/or
	replacement on 24-hour basis
Service Level 3	Seventy-two (72) hour repair and/or
	replacement on a 24-hour basis

Service Level 4	Repair and/or replacement in <b>one (1)</b> <b>day</b> on a business hour basis
Service Level 5	Repair and/or replacement in two (2) days on a business hour basis
Service Level 6	Repair and/or replacement in <b>three (3)</b> <b>days</b> on a business hour basis
Service Level 7	Repair and or replacement in <b>five (5)</b> <b>days</b> on a business hour basis
Service Level 8	Vehicle installation and de-installation completed within <b>two (2) hours</b> of scheduled time of service

- 2. Application of Service Level Agreement.
  - a. The selected Offeror must meet the applicable SLA time requirements.
  - b. If the selected Offeror fails to meet the applicable SLA time requirements service credits will be assessed.
  - c. The chart in **Appendix D**, **Equipment Inventory**, is a representative, non-inclusive overview of SLAs anticipated by Agencies.
  - d. The selected Offeror must perform Maintenance services within the times established by the ordered SLA. The SLA time begins from time of report made via the selected Offeror's support number or web-based contact procedure. The selected Offeror must be able to fix the system or provide an interim solution to restore operation within times specified in Section **VI.G.1. Service Levels**.
  - e. The Commonwealth, at its discretion, may change an ordered SLA.
- **3.** Service Credits.
  - a. If the selected Offeror fails to meet the applicable SLA requirement, the delay will interfere with the Commonwealth's operations. In the event of any such delay, it would be impractical and extremely difficult to establish the actual damage for which the selected Offeror is the material cause. The Commonwealth and the selected Offeror therefore agree that, in the event of any such delay, the amount of credit will be the amount set forth in this section and agree that the selected Offeror will pay such amount as service credits, not as a penalty.

- b. The amount of service credits will be **twenty-five dollars** (\$25.00) **per calendar day**, for a maximum of **30 days**, for each piece of Equipment that is not repaired or replaced within the timeframe of the SLA requirement. Service Credits will be assessed each day until the date on which the selected Offeror satisfactorily completes the repair or replacement of the Equipment.
- c. Service Credits will be paid by the selected Offeror and collected by the Commonwealth by deducting them from the invoices submitted under the contract resulting from this RFP.
- d. To the extent that the delay is caused by the Commonwealth, no service credit will be applied.

### H. Billing Requirements.

Fiscal year billing must occur within **20 business days** after fiscal year end. A fiscal year is a period of **twelve (12) consecutive months** commencing July 1 and ending June 30.

**Offeror Response** 

#### I. Equipment Disposal.

The selected Offeror shall return or dispose of deinstalled equipment as specified by the ordering agency. Any equipment programmed with AES encryption cannot be exported or shipped from the United States.

**Offeror Response** 

### J. Emergency Preparedness.

To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services.

**1.** Describe how you anticipate such a crisis will impact your operations.

- 2. Describe your emergency response continuity of operations plan. Please attach a copy of your plan, or at a minimum, summarize how your plan addresses the following aspects of pandemic preparedness:
  - a. Employee training (describe your organization's training plan, and how frequently your plan will be shared with employees).
  - b. Identified essential business functions and key employees (within your organization) necessary to carry them out.
  - c. Contingency plans for:
    - (1) How your organization will handle staffing issues when a portion of key employees are incapacitated due to illness.
    - (2) How employees in your organization will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.
  - d. How your organization will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc.
  - e. How and when your emergency plan will be tested, and if the plan will be tested by a third-party.

**VII.** Services. Describe in narrative form your technical plan for accomplishing the work using the task descriptions as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained. Indicate the number of person hours allocated to each task. Include a Program Evaluation and Review Technique (PERT) or similar type display, time related, showing each event. If more than one approach is apparent, comment on why you chose this approach.

# A. Preventative Maintenance.

Preventative maintenance is the routine maintenance required to keep equipment operating in optimum condition. The selected Offeror must provide periodic inspections, measurement of transmitter and receiver parameters, cleaning of Equipment and observation of operation.

**1.** Generator Maintenance.

- a. The selected Offeror must perform semi-annual inspection which meets the OEMs standards.
- b. The selected Offeror must run tests, inspect propane cylinders, hoses and batteries; and check all propane tanks to ensure the tank is not less than 20% full. The selected Offeror must provide notification if fuel tank is less than 20%. The Commonwealth will not purchase fuel through the contract resulting from this RFP.
- **2.** Remote Site Maintenance.
  - a. The selected Offeror must perform semi-annual inspections which meet the OEMs standards.
  - b. The selected Offeror must perform remote site maintenance which includes but it not limited to:
    - (1) Antenna, waveguides and foam cable Time Domain Reflectometry ("TDR") line sweeps and Standing Wave Ratio ("SWR") measurements must be documented.
    - (2) Tower lamps must be replaced at **75%** of its life expectancy. The selected Offeror must provide immediate notification to the FAA flight service station and the agency for all lamp outages.
    - (3) Equipment shelters which include electrical, heating, cooling and/or fans and lighting must be inspected to ensure operability of systems. First aid (OSHA) systems must be checked for compliance. Equipment shelters must be checked for insect and rodent control, housekeeping, grass cutting, debris removal and shell condition. Any deficiencies must be immediately reported to the Commonwealth and resolved upon Commonwealth request.
    - (4) Concrete equipment shelters must be inspected for shell condition including leak control and damage repair.
    - (5) Perform site grounds maintenance including cutting of grass and control of vegetation around utility poles, boxes, shelter, tower and guy cables, trash removal, clearing of infestations and maintenance of electrical grounding systems. The selected Offeror must maintain access roads, keeping them clear and drivable.

- (6) Inspect and service the compressor and air system/dehydrator for the transmission lines to meet the OEM's standards.
- (7) Alarm systems must be tested and maintained to ensure functionality.
- **3.** Radio Equipment Maintenance. The selected Offeror must perform preventative maintenance as requested by the Commonwealth.

# **B.** Corrective Maintenance.

- **1.** Generator Maintenance:
  - a. The selected Offeror must respond to service calls, make basic service repairs in the field. Any defects noted in operation or function of the Equipment must be corrected immediately upon discovery for basic repairs. For advance repairs, those repairs that involve engine or transfer circuitry is required the selected Offeror must contact an approved generator repair company, after receiving authorization from the Commonwealth, for more extensive repairs. Details of such corrective action must be made on a selected Offeror provided Service Report which must be approved by the Commonwealth.
  - b. The selected Offeror must provide back-up power at the site when a main generator is being repaired by the selected Offeror or by an approved generator repair company.
- 2. Radio Equipment Maintenance.
  - a. The selected Offeror must perform corrective maintenance as requested by the Commonwealth.
  - b. Any defects noted in operation or function of the Equipment must be corrected immediately upon discovery. Details of such corrective action must be made on a selected Offeror provided Service Report which must be approved by the Commonwealth.

**Offeror Response** 

C. Equipment Installation/Removal/Changeover.

Equipment installation/removal may occur at the required location as described below or at field locations per Agency request. The estimates provided are not a guarantee of service to be performed or payment under the resulting contract. The selected Offeror must be capable of providing the services on various makes and models of vehicles that are subject to change.

**1.** Location.

The selected Offeror must provide a location within **25** miles of the Capitol Complex, in Harrisburg, to perform Maintenance and Services on Equipment for vehicles. The location must be secure for the protection of the Equipment and vehicles. The location must be able to accommodate at least **120** vehicles. This location must be inspected and approved by the Pennsylvania State Police prior to contract award. Please propose the location and level of security in detail in the Offeror Response to this section.

2. Fleet Changeover.

The Commonwealth replaces vehicles annually. The selected Offeror must transfer radios, mobile office suite (computer, printer, barcode scanner, etc.), mobile video recorder, light bar and other specialized Equipment from the existing vehicle to the new vehicle. The Commonwealth requires the selected Offeror to transfer Equipment in up to 40 patrol and/or special purpose vehicles per week. The selected Offeror must have an additional **two (2) weeks** of inventory at the location for pre-wiring.

- **3.** Equipment Installation.
  - a. Installation includes all activities required to put a piece of Equipment or system in place and render it fully operational, including optimization, programming, and all associated subassemblies or options. For example, a mobile radio installation includes the radio, control head, antenna, and cabling. All utility connections shall be made and included as part of the installation. Responsibility for installations shall terminate at the point of demarcation.
  - b. The selected Offeror must install radios, mobile office suite (computer, printer, barcode scanner, etc.), mobile video recorder, light bar and other specialized Equipment in patrol and/or special purpose vehicles.

- c. The selected Offeror must install non-mobile Equipment at Commonwealth facilities. The Commonwealth reserves the right to allow the OEM or its designee to perform a new installation.
- **4.** Equipment Removal.
  - a. Equipment removal includes all activities associated with deactivating all or a piece of equipment and taking it from the place it had been installed and, if required, proper disposal of the equipment. It includes the dismantling and removal of hardware, fasteners, cabling, etc., and disconnection from the point of demarcation.
  - b. The selected Offeror must remove radios, mobile office suite (computer, printer, barcode scanner, etc.), mobile video recorder, light bar and other specialized Equipment from vehicles.
  - c. The selected Offeror must remove non-mobile Equipment at Commonwealth facilities. The Commonwealth reserves the right to allow the OEM or its designee to perform the removal or decommission.

# **D.** Flat Fee Repairs.

- 1. The Contractor must perform Flat Fee Repair services for subscriber radios and related equipment as described in the "Flat Fee Repairs" tab in **Appendix B, Cost Submittal**.
- 2. The Contractor must obtain approval from the Commonwealth prior to installing any software upgrades, revisions, or configuration changes.
- 3. The Contractor must have the necessary legal rights, licenses to third party software, and any other tools required to perform maintenance and services on the equipment as described in the "Flat Fee Repairs" tab in Appendix B, Cost Submittal. The Commonwealth may add or remove equipment at any time.
- 4. The Contractor must provide a **seven** (7) **business day** repair/replace turnaround time, excluding transit time, to and from the repair facility for subscriber radios. The Contractor must ship the subscriber radio equipment to the repair facility, at no additional cost to the Commonwealth. The Contractor is responsible for shipment of repaired/replaced subscriber radio equipment back to the Commonwealth. All repaired subscriber radio

equipment must be returned with the latest version of software accepted by the Commonwealth and must have any corrective actions or recommendations implemented per the latest published manufacturers technical service memos.

**Offeror Response** 

### **E. Rate Card Services**.

The selected Offeror must perform the services listed as rate card services described on the Rate tab of Appendix B, Cost Submittal, upon request of the Commonwealth at a cost not to exceed the rate provided in Appendix B, Cost The Commonwealth may require modifications, engineering, Submittal. redistribution, or other services not included in the full-service requirements or otherwise detailed in this RFP. This work shall occur at the selected Offeror's flat service rate. This work is also critical to the continued support of Commonwealth operations. It shall be accomplished within the time frame stated on the work order. The Selected Offeror must perform additional maintenance services when requested by the Commonwealth. Labor cost for additional maintenance services must be performed at or less than the rate quoted by the selected Offeror on the rate card. Parts for the additional services must be billed to the Commonwealth at the selected Offeror's cost plus a maximum of 10 percent. The selected Offeror must provide quotes for additional maintenance services within 30 days of the receipt request.

# **Offeror Response**

#### F. Engineering Services.

- **1.** The selected Offeror must place new towers and/or transmitters.
- 2. The selected Offeror must realign units for the improvement of propagation.
- **3.** The selected Offeror must perform maintenance and support activities as specified in a work order.

# **Offeror Response**

# G. Additional Service(s).

If additional Maintenance and Services are needed, the Commonwealth will develop a statement of work ("SOW") utilizing **Appendix F**, **Statement of Work Template**, which will be attached to the associated purchase order.

# H. Warranty Service.

- 1. The selected Offeror must honor the warranty specified by the OEM for all Equipment supplied to complete requested Services.
- 2. The selected Offeror must provide a single point of contact to address warranty service issues. The selected Offeror is responsible for contacting an OEM directly for any warranty issues, unless the selected Offeror is the OEM.

**Offeror Response** 

# VIII. Reports and Project Control.

### A. Quarterly Reports.

The selected Offeror must provide quarterly reports to the Commonwealth Contract Manager.

- 1. The quarterly customer satisfaction report must be delivered in the format approved separately by the Commonwealth which includes, at a minimum: performance of the selected Offeror in the areas of: quality assurance, accuracy of orders shipped, professionalism, flexibility, competence, timeliness of delivery and response to questions.
- 2. The selected Offeror must utilize **Appendix G**, **Quarterly Report Template**, or a comparable document detailing the activities delineated in **Appendix G**, **Quarterly Report Template**, for the remainder of the quarterly report, which must consist of, and include at a minimum:
  - a. Sales report which includes, at a minimum: Agency Information, Maintenance/Services Information, Equipment Information, Order Information and Invoice Information.
  - b. Problem and response report which includes, at a minimum: Agency Information, Maintenance/Services Information, Equipment Information and Problem/Response Information.
  - c. Service level report which includes, at a minimum: Agency Information and Service Level Tracking.

- d. Outstanding issues summary report which includes, at a minimum: Agency Information and Outstanding Issue Summary.
- **3.** The selected Offeror must provide quarterly reports to the Commonwealth no later than **15 business days** after the end of a quarter. A quarter is defined by the Commonwealth as follows:
  - a. Quarter 1: January through March.
  - b. Quarter 2: April through June.
  - c. Quarter 3: July through September.
  - d. Quarter 4: October through December.

**B.** Corrective Maintenance Reporting.

All corrective maintenance requests will be reported as outlined below and as described in paragraph **VI.G.1. Service Levels**.

- **1.** A corrective maintenance incident report will be provided to the Commonwealth for each request via the monthly meeting report, sorted by Agency.
- 2. Equipment of the same type may be reported on the same form for an Agency. (Base station and station control equipment status may be reported on a single form, but separate stations or individual mobile units must be reported on separate forms.)
- **3.** If temporary repairs are made with functionally equivalent Equipment and/or spares or other temporary measures, or if repair times are exceeded, the Agency must be notified by the selected Offeror. Functionally equivalent Equipment includes, at a minimum, the features, capabilities, performance, and options of the equipment for which it replaces.
- **4.** If another contractor's Equipment is possibly affected as well, the selected Offeror must notify the Agency.
- 5. If an Agency notifies the selected Offeror of an Equipment failure and the selected Offeror cannot meet the specified repair times, the selected Offeror must notify the Agency of the reason why the time frame cannot be met. The selected Offeror must also supply a resolution plan and an updated time of repair. This event will also be included in the monthly report.

# C. COSTARS Reporting.

If the Offeror elects to participate in the COSTARS program, a quarterly report must be submitted detailing all COSTARS activity.

# **D.** Additional Reporting.

The selected Offeror must provide reports in electronic and hardcopy format, at the discretion of the Commonwealth:

- 1. Monthly Maintenance and Services Activity Summary Report. This report must summarize the maintenance service events and calls for the previous month and include the following information regarding activities for the preceding month, both by aggregate, and by Agency total.
  - a. Total calls (by Service Level).
  - b. Total calls by maintenance area showing call quantity and cost, by total and by Agency.
  - c. Performance of Service Level category, clearly showing response compliance and deficiencies by area broken down by total and by Agency.
  - d. Number of calls requiring escalation no acceptance response to outage greater than **30 minutes** by service personnel.
  - e. Restoration activities.
  - f. Service call reference number with summary.
  - g. Escalation, if no tech response within **30 minutes** of alert to critical outage.
  - h. Special services (separate work order).
- 2. Tracking. Problems and histories must be tracked and reported at appropriate levels of detail and frequency to identify recurring problems, trends, and opportunities to improve system performance and availability. This report must be completed and provided to the Commonwealth at the end of each month or at the Commonwealth's request.

- **3.** Preventive Maintenance Summary Report. This report must summarize all preventive maintenance actions, with individual copies of all service reports attached as completed by the field technician. The schedule must highlight, by exception, those actions not completed according to schedule. This report must be completed and provided to the Commonwealth at the end of each month or at the Commonwealth's request.
- **4.** Inventory report. This report must be forwarded by the selected Offeror, listing changes to asset inventory. This report must be provided to the Commonwealth by the end of each month or at the Commonwealth's request.
- 5. Outage Reports. This report on critical and non-critical outages must include the following items at a minimum; time of report (notification), reported problem, correction time, corrective action, and individual copies of all service reports attached as completed by the field technician. This report must be completed and provided to the Commonwealth at the end of each month or at the Commonwealth's request.
- 6. Requests for Flat Rate Service. This report provides the status of all pending (open) flat rate service requests, by Agency, by purchase order. All invoices for such work shall have all respective service reports attached as completed by the individual field technician. This report must be completed and provided to the Commonwealth at the end of each month or at the Commonwealth's request.
- 7. Time and Material repairs. Repairs done on a time and materials basis will allow for examination of the purchase order to show details for each line of a purchase order, reflecting when received current status, estimated time of repair and costs (if known). This report must be completed and provided to the Commonwealth at the end of each month or at the Commonwealth's request.
- 8. Monthly Status. This is a periodic monthly progress report covering activities, problems and recommendations (see monthly meetings). This report must be completed and provided to the Commonwealth within five (5) business days of the meeting.
- **9.** Travel Time. This report must provide detail on travel time billed to the Commonwealth to include such things as locations dispatched to and from, mileage traveled, and repeat trips to same location. This report must be completed and provided to the Commonwealth by the end of each month or at the Commonwealth's request.
- **10.** Problem Identification Report. This report identifying problem areas should describe the problem and its impact on the overall project and on

each affected task. It should list possible courses of action with advantages and disadvantages of each and include the selected Offeror's recommendations with supporting rationale. This report must be completed and provided to the Commonwealth at the Commonwealth's request.

**11.** Inventory of Remote Sites. Upon commencement and through the first year, the selected Offeror must inventory remote sites of all Equipment and forward the listing to the Agency. This inventory must be accomplished by the end of the first year. The inventory must be available to technicians on future service calls for noting missing Equipment. Missing Equipment must be reported to the Agency.

### **Offeror Response**

- **E.** Meetings.
  - **1.** The selected Offeror shall hold a contract kick-off with commonwealth agencies to describe contract ordering and services.
  - 2. The selected Offeror's Service Manager must meet monthly with the Commonwealth, in Harrisburg, to review previous maintenance incident reports, projects, and managerial-level contractual issues. The selected Offeror must come prepared with all required reports and an agenda of old and new items for discussion. The selected Offeror is required to keep minutes of these meetings and present them to Agency personnel within five (5) business days of the meeting. The date of each meeting is to be decided upon by the selected Offeror and the Agency.
  - **3.** The selected Offeror's Service Manager must meet bi-weekly with the Commonwealth, in Harrisburg, to review maintenance its fleet and remote site maintenance. The selected Offeror must come prepared with all required reports and an agenda of old and new items for discussion. The selected Offeror is required to keep minutes of these meetings and present them at subsequent meetings.
  - **4.** A selected Offeror's Service Manager must meet monthly, when requested, at locations specified by the Agencies, to review the previous month's maintenance incident reports and other ongoing activities or issues regarding Maintenance.
  - 5. Agencies may require a more frequent meeting schedule, or Project Control Report. Any charge for such, is to be billed to the Agency, for the additional effort, via a purchase order as the authorization to proceed.

# **Offeror Response**

# F. Additional Reports.

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

**Offeror Response** 

### IX. Objections and Additions to Standard Contract Terms and Conditions.

The Offeror will identify which, if any, of the terms and conditions contained in the Buyer Attachments section that it would like to negotiate and what additional terms and conditions the Offeror would like to add to the standard contract terms and conditions. The Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office may, in its sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. The Offeror shall not request to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for this RFP. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal.

Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the cost proposal, on the basis of the terms and conditions set out in the Terms and Conditions contained in the Buyer Attachment section. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in the Terms and Conditions contained in the Buyer Attachment section or to other provisions of the RFP.

**Offeror Response** 

# **APPENDIX A**

### STANDARD CONTRACT TERMS AND CONDITIONS FOR IT SUPPLIES AND RELATED SERVICES

### 1. Term of Contract.

The Initial Term of the Contract shall be **two (2) years**.

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 Contractor and the Commonwealth (signed and approved as required by Commonwealth contracting procedures); or (b) the "Valid from" date printed on the Contract, whichever is later.

#### 2. Renewal of Contract Term.

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

#### **3.** Extension of Contract Term.

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

#### 4. Signatures.

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

The Contract may be signed in counterparts. The Contractor shall sign the Contract and return it to the Commonwealth. After the Contract is signed by the Contractor and returned to the Commonwealth, it will be processed for Commonwealth signatures and approvals. When the Contract has been signed and approved by the Commonwealth as required by Commonwealth contracting procedures, the Commonwealth shall create a Contract output form which shall: 1) clearly indicate "Fully executed" at the top of the form; 2) include a printed Effective Date and 3) include the printed name of the Purchasing Agent indicating that the document has

# APPENDIX A

been electronically signed and approved by the Commonwealth. Until the Contractor receives the Contract output form with this information on the Contract output form, there is no legally binding contract between the parties. The Contract and/or Purchase Order may be electronically signed by the Commonwealth. The electronically-printed name of the Purchasing Agent on the Contract and/or Purchase Order 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:

- (i) No handwritten signature shall be required in order for the Contract to be legally enforceable.
- (ii) 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.
- (iii) 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.

#### 5. **Definitions.**

### **APPENDIX** A

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

- (a) <u>Agency</u>: 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) <u>Contracting Officer</u>: The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.
- (c) <u>Data</u>. Any recorded information, regardless of the form, the media on which it is recorded or the method of recording.
- (d) <u>Days</u>: Calendar days, unless specifically indicated otherwise.
- (e) <u>Developed Works or Developed Materials</u>: 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.
- (f) <u>Documentation</u>: All materials required to support and convey information about the Services or Supplies 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.
- (g) <u>Expiration Date</u>: The last valid date of this Contract, as indicated in the Contract documents to which these Terms are attached.
- (h) <u>Purchase Order</u>: Written authorization for Contractor to proceed to furnish Supplies or Services.
- (i) <u>Purchasing Agency</u>: A Commonwealth Agency authorized by Act 57 (*Commonwealth Procurement Code*, 62 Pa. C.S. Sections 101—4604 ) or by other law to enter into contracts for itself or as the agency of another Commonwealth Agency. When purchasing for another Commonwealth Agency, the Purchasing Agency acts on behalf of the principal in need of the materials, services, and construction and shall coordinate and cooperate with that Agency.
- (j) <u>Services</u>: All Contractor activity necessary to satisfy the Contract.
- (k) <u>Software</u>. A collection of one or more programs, databases or microprograms fixed in any tangible medium of expression that comprises a sequence of instructions (source code) to carry out a process in, or convertible into, a form executable by an electronic computer (object code).

## **APPENDIX A**

- (1) <u>Solicitation.</u> A document issued by the Commonwealth to procure Services or Supplies, e.g., Request for Proposal; Request for Quotation; Supplier Pricing Request; or Invitation for Bid, including all attachments and addenda thereto.
- (m) <u>Supplies</u>: All tangible and intangible property including, but not limited to materials and equipment, provided by the Contractor to satisfy the Contract.
- (n) <u>Terms</u>. These Standard Contract Terms and Conditions for IT Supplies and Related Services.

### 6. Purchase Orders.

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

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

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

The Commonwealth and the Contractor specifically agree as follows:

- (i) No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable.
- (ii) 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

# **APPENDIX A**

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.

(iii) 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.

# 7. Independent Prime Contractor.

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 the 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.

# 8. Subcontracts.

The Contractor may subcontract any portion of the Services described in this Contract to third parties selected by Contractor and approved in writing by the Commonwealth, whose approval shall not be unreasonably withheld. Notwithstanding the above, if Contractor has disclosed the identity of Subcontractor(s) together with the scope of work to be subcontracted in its bid/proposal, award of the Contract is deemed approval of all named Subcontractors and a separate approval is not required. The existence of any subcontract shall not change the obligations of Contractor to the Commonwealth under this Contract. Upon request of the Commonwealth, the Contractor must provide the Commonwealth with an unredacted copy of the subcontract agreement between the Contractor and the subcontractor in accordance with the provisions of the CONFIDENTIALITY provision of this Contract. The Commonwealth reserves the right, for good cause, to require that the Contractor remove a subcontractor from the project. The Commonwealth will not be responsible for any costs incurred by the Contractor in replacing the subcontractor if good cause exists.

# 9. Delivery.

(a) <u>Supply Delivery</u>: All items 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

# APPENDIX A

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.

(b) <u>Services Delivery</u>: The Contractor shall proceed with all due diligence in the performance of the Services with qualified personnel, in accordance with the completion criteria set forth in the Contract.

### **10.** Estimated Quantities.

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/proposal 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.

### 11. Prior Notice.

The Contractor is required to notify the Commonwealth Delivery Location when shipment is to be made in order that a Commonwealth representative may be present to receive the Contract Item(s) when they are delivered.

#### 12. Warranties.

- (a) The Contractor warrants that all Supplies furnished and all Services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials and conform in all material respects to the functional specifications for the Supplies furnished and Services performed and/or the requirements of the Contract. Unless otherwise stated in the Contract, all Supplies are warranted for a period of one (1) year following delivery by the Contractor and acceptance by the Commonwealth. The Contractor shall repair, replace or otherwise correct any problem with the delivered Supplies. When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to the Commonwealth.
- (b) The Contractor hereby represents and warrants to the Commonwealth that the Contractor will not cause or take any action that may directly or indirectly cause a disruption of the Commonwealth's operations.
- (c) Contractor warrants that it has the necessary legal rights, including licenses to third party products, tools or materials, to perform the Services and deliver the Supplies and Developed Materials under this Contract.

#### **APPENDIX A**

- (d) THE FOREGOING EXPRESS WARRANTIES ARE THE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES AND NO OTHER WARRANTIES, EXPRESS OR IMPLIED, SHALL APPLY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- (e) All warranties shall survive final acceptance.

### 13. Patent, Copyright, Trademark and Trade Secret Protection.

- The Contractor shall hold the Commonwealth harmless from any suit or proceeding (a) which may be brought by a third party against the Commonwealth, its departments, officers or employees for the alleged infringement of any United States or foreign patents, copyrights, or trademarks, or for a misappropriation of trade secrets arising out of performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by the Contractor, and in any such suit or proceeding will satisfy any final award for such infringement, including costs. The Commonwealth agrees to give Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act, Act of October 15, 1980, P.L. 950, No. 164, as amended, 71 P. S. §§ 732-101-732-506, 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 the terms 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. No settlement which prevents the Commonwealth from continuing to use the Developed Works as provided herein shall be made without the Commonwealth's prior written consent. In all events, the Commonwealth shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing. It is expressly agreed by the Contractor that, in the event it requests that the Commonwealth to provide support to the Contractor in defending any such claim, the Contractor shall reimburse the Commonwealth for all expenses (including attorneys' fees, if such are made necessary by the Contractor's request) incurred by the Commonwealth for such support. If OAG does not delegate the defense of the matter, the Contractor's obligation to indemnify ceases. The Contractor will, at its expense, provide whatever cooperation OAG requests in the defense of the suit.
- (b) The Contractor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Contractor certifies that, in all respects applicable to this Contract, it has exercised and will continue to exercise due diligence to ensure that all Supplies furnished and Services performed under this Contract do not infringe on the patents, copyrights, trademarks, trade secrets or other proprietary interests of any kind which may be held by third parties. The Contractor also agrees to certify that Supplies furnished and Services performed for

### **APPENDIX A**

the Commonwealth under this Contract shall be free and clear from all claims of any nature.

- (c) If the defense of the suit is delegated to the Contractor, the Contractor shall pay all damages and costs awarded therein against the Commonwealth. 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.
- (d) If, in the Contractor's opinion, the products, materials, reports, studies, or computer programs furnished hereunder are likely to or do become subject to a claim of infringement of a United States patent, copyright, or trademark, or for a misappropriation of trade secret, then without diminishing the Contractor's obligation to satisfy any final award, the Contractor may, at its option and expense, substitute functional equivalents for the alleged infringing products, materials, reports, studies, or computer programs or, at the Contractor's option and expense, obtain the rights for the Commonwealth to continue the use of such products, materials, reports, studies, or computer programs.
- (e) If any of the products, materials, reports, studies, or computer programs provided by the Contractor are in such suit or proceeding held to constitute infringement and the use or publication thereof is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to publish or continue use of such infringing products, materials, reports, studies, or computer programs, replace them with non-infringing items, or modify them so that they are no longer infringing.
- (f) If the Contractor is unable to do any of the preceding, the Contractor agrees to pay the Commonwealth:
  - (i) any amounts paid by the Commonwealth less a reasonable amount based on the acceptance and use of the deliverable;
  - (ii) any license fee less an amount for the period of usage of any software; and
  - (iii) the prorated portion of any service fees representing the time remaining in any period of service for which payment was made.
- (g) The obligations of the Contractor under this section continue without time limit and survive the termination of this contract.
- (h) Notwithstanding the above, the Contractor shall have no obligation for:
  - (i) modification of any product, service, or deliverable provided by the Commonwealth;

#### **APPENDIX A**

- (ii) any material provided by the Commonwealth to the Contractor and incorporated into, or used to prepare, a product, service, or deliverable;
- (iii) use of the product, service, or deliverable in other than its specified operating environment;
- (iv) the combination, operation, or use of the product, service, or deliverable with other products, services, or deliverables not provided by the Contractor as a system or the combination, operation, or use of the product, service, or deliverable, with any products, data, or apparatus that the Contractor did not provide;
- (v) infringement of a non-Contractor product alone;
- (vi) the Commonwealth's distribution, marketing or use beyond the scope contemplated by the Contract; or
- (vii) the Commonwealth's failure to use corrections or enhancements made available to the Commonwealth by the Contractor at no charge.
- (i) The obligation to indemnify the Commonwealth, under the terms of this section, shall be the Contractor's sole and exclusive obligation for the infringement or misappropriation of intellectual property.

#### 14. Intellectual Property and Right to Use.

The Contractor hereby grants to the Commonwealth a non-exclusive right to access and to use the hardware and software comprising all or part of the Supplies and Services. The Commonwealth's use of the software is subject to the following:

- (a) <u>Product License</u>. The Contractor grants the Commonwealth a non-exclusive license to use the software required to operate the Supplies.
- (b) <u>Contractor Intellectual Property</u>. The Commonwealth acknowledges that, in the course of providing and performing the Supplies and Services, the Contractor may use software and related processes, instructions, methods, and techniques that have been previously developed by Contractor and that same shall remain the sole and exclusive property of the Contractor. The Contractor retains ownership of all Contractor Intellectual Property that the Contractor delivers to the Commonwealth pursuant to the Supplies provided and Services performed.
- (c) <u>Commonwealth Intellectual Property and Data</u>. The Commonwealth owns all Data and all Commonwealth Intellectual Property provided to the Contractor pursuant to this Contract or collected or generated by the Contractor on behalf of the Commonwealth pursuant to this Contract. The Commonwealth grants the Contractor a non-exclusive, royalty-free, world-wide license to use, copy, display,

# APPENDIX A

distribute, transmit and prepare derivative works of the Commonwealth's Intellectual Property and Data only to fulfill the purposes of this Contract and any applicable PO. The Commonwealth's license to the Contractor is limited by the terms of this Contract.

- (d) <u>Third Party Intellectual Property</u>. <u>If</u> a Supply or Service under this Contract is commercially available software or requires commercially available software for use, the Contractor shall inform the third-party licensor of the software that it will be required to enter into a software license agreement with the Commonwealth that includes terms and conditions acceptable to the Commonwealth, to the extent necessary for the Commonwealth to use the Third Party Intellectual Property in accordance with the terms of the Contract. Such license shall include the applicable provisions set forth in the Software License Requirements Agreement Template included as part of the solicitation.
- (e) <u>Click Through Terms</u>. The Contractor may not require the Commonwealth or any user of the Services or Supplies acquired within the scope of this Contract to sign, click through, or in any other way agree to any terms associated with use of or interaction with those Services and/or Supplies, unless the Commonwealth has approved the terms in writing in advance under this Contract, and the terms are consistent with this Contract.
- (f) <u>No Transfer of Right, Title or Interest</u>. Except as expressly set forth in this Contract, nothing in this Contract shall be construed as granting to or conferring upon Contractor, any right, title, or interest in any physical or intellectual property that is now owned or subsequently owned by the Commonwealth or any third party. Except as expressly set forth in this Contract, nothing in this Contract shall be construed as granting to or conferring upon the Commonwealth, any right, title, or interest in any physical or intellectual property that is now owned or subsequently owned by the Commonwealth, any right, title, or interest in any physical or intellectual property that is now owned or subsequently owned by the Commonwealth, any right, title, or interest in any physical or intellectual property that is now owned or subsequently owned by the Contractor.

# **15.** Commonwealth Data.

The Commonwealth owns all Data provided to the Contractor pursuant to this Contract or collected or generated by the Contractor on behalf of the Commonwealth pursuant to this Contract. Commonwealth grants Contractor a non-exclusive, royalty-free, world-wide license to use, copy, display, distribute, transmit and prepare derivative works using the Commonwealth's Data only to fulfill the purposes of this Contract and any applicable PO. The Commonwealth's license to Contractor is limited by the terms of this Contract. Unless the solicitation specifies otherwise:

- (i) All Data must be stored within the United States.
- (ii) All Data must travel networks which are approved in writing by the Commonwealth.

## **APPENDIX A**

- (iii) Data may not be stored in a state which asserts jurisdiction over disputes regarding data stored within that state.
- (iv) The Contractor shall be responsible for maintaining the privacy, security, and integrity of Data in its or its subcontractors' possession.
- (v) All Data shall be accessible to the Commonwealth upon request, and in a form acceptable to the Commonwealth.
- (vi) All Data shall be surrendered to the Commonwealth upon request.
- (vii) Any Data shall be destroyed by the Contractor at the Commonwealth's request.
- (viii) Any Data shall be held for litigation or public records purposes by the Contractor at the Commonwealth's request, and in accordance with the security, privacy, and accessibility requirements of this Contract.
- (ix) Contractor shall comply with all applicable data protection, data security, data privacy and data breach notification laws, including but not limited to the *Commonwealth Breach of Personal Information Notification Act*, Act of December 22, 2005, P.L. 474, No. 94,as amended, 73 P.S. §§ 2301–2329.
- (x) Contractor shall be solely responsible for any costs, losses, fines or damages incurred by the Commonwealth due to Data being accessed, used, released, disclosed and/or acquired in an unauthorized manner.

# 16. Information Technology Policies.

The Contractor shall comply with the IT standards and policies issued by the Governor's Office Office for Information Technology (OA/OIT) of Administration, (located at: http://www.oa.pa.gov/Policies/Pages/itp.aspx), including the accessibility standards set out in IT Policy ACC001, Accessibility Policy. The Contractor shall ensure that Services and Supplies procured under this Contract comply with the applicable standards. In the event such standards change during the Contractor's performance, and the Commonwealth requests that the Contractor comply with the changed standard, then any incremental costs incurred by the Contractor to comply with such changes shall be paid for pursuant to a change order to the Contract.

# 17. Acceptance.

(a) <u>Supplies</u>: No Supplies received by the Commonwealth shall be deemed accepted until the Commonwealth has had a reasonable opportunity to inspect the Supplies. Any Supplies that are discovered to be defective or fail to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the Supplies or the noncompliance with the specifications were

### APPENDIX A

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 Supplies 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 Supplies. Upon notice of rejection, the Contractor shall immediately replace all such rejected Supplies 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 Supplies, 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.

(b) Services: Acceptance of Services, including Developed Works, will occur in accordance with an Approval Plan (Plan) submitted by the Contactor and approved by the Commonwealth. Upon approval of the Plan by the Commonwealth, the Plan becomes part of this Contract. For contracts where the development of software, the configuration of software or the modification of software is the deliverable, the Plan must include an Acceptance Test Plan. The Acceptance Test Plan will provide for a Final Acceptance Test and may provide for Interim Milestone Acceptance Tests. Each Acceptance Test will be designed to demonstrate that the Developed Works conform to the functional specification for the Developed Works, if any, and/or the requirements of this Contract. Contractor shall notify the Commonwealth when the deliverable is completed and ready for acceptance The Commonwealth will not unreasonably delay commencement of testing. acceptance testing.

#### **18. Product Conformance.**

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

- (i) Provide certified data from laboratory testing performed by the Contractor, or performed by an independent laboratory, as specified by the Commonwealth.
- (ii) Supply published manufacturer product Documentation.
- (iii) Permit a Commonwealth representative to witness testing at the Contractor's location or at an independent laboratory.
- (iv) Complete a survey/questionnaire relating to the bid requirements and specifications.
- (v) Provide customer references.

## **APPENDIX A**

(vi) Provide a product demonstration at a location near Harrisburg or the using agency location.

### **19.** Rejected Material Not Considered Abandoned.

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.

#### 20. Compliance with Law.

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

#### 21. Environmental Provisions.

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. § 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. § 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. § 693.1.

#### 22. Post-Consumer Recycled Content.

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 Environmental Protection Agency in its Comprehensive Procurement Guidelines, which can be found at https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

#### 23. Recycled Content Enforcement.

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.

### 24. Compensation.

## **APPENDIX A**

- (a) <u>Compensation for Supplies</u>: The Contractor shall be required to furnish the awarded Supplies at the price(s) quoted in the Purchase Order. All Supplies shall be delivered within the time period(s) specified in the Purchase Order. The Contractor shall be compensated only for Supplies that are delivered and accepted by the Commonwealth.
- (b) <u>Compensation for Services</u>: The Contractor shall be required to perform the specified Services at the price(s) quoted in the Contract or Purchase Order. All Services shall be performed within the time period(s) specified in the Contract or Purchase Order. The Contractor shall be compensated only for Services performed to the satisfaction of the Commonwealth. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract. If not otherwise specified in the Contract, travel and related expenses shall be reimbursed in accordance with Management Directive 230.10 Amended, *Commonwealth Travel Policy*, and Manual 230.1, *Commonwealth Travel Procedures Manual*.

# 25. Billing Requirements.

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:

- (i) Vendor name and "Remit to" address, including SAP Vendor number;
- (ii) Bank routing information, if ACH;
- (iii) SAP Purchase Order number;
- (iv) Delivery Address, including name of Commonwealth agency;
- (v) Description of the Supplies/Services delivered in accordance with SAP Purchase Order (include purchase order line number if possible);
- (vi) Quantity provided;
- (vii) Unit price;
- (viii) Price extension;
- (ix) Total price; and
- (x) Delivery date of Supplies or Services.

If an invoice does not contain the minimum information set forth in this section, or, if applicable, comply with the provisions located at

### **APPENDIX A**

http://www.budget.pa.gov/Programs/Pages/E-Invoicing.aspx, relating to the Commonwealth E-Invoicing Program, 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.

### 26. Payment.

- (a) The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is:
  - (i) the date on which payment is due under the terms of the Contract;
  - (ii) 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
  - (iii) the payment date specified on the invoice if later than the dates established by (i) and (ii) above.
- Payment may be delayed if the payment amount on an invoice is not based upon (b) 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 of December 13, 1982, P.L. 1155, No. 266, as amended, 72 P. S. § 1507, (relating to interest penalties on Commonwealth accounts) and accompanying regulations 4 Pa. Code §§ 2.31-2.40. See, Procurement Handbook, Part I, Chapter 18, A 8. 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.
- (c) The Commonwealth shall have the option of using the Commonwealth purchasing card to make purchases under the Contract or Purchase Order. The

# **APPENDIX A**

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.

## 27. ACH Payments.

The Commonwealth will make contract payments through Automated Clearing House (ACH).

- (i) 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).
- (ii) 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.
- (iii) 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.

#### 28. Taxes.

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. 237400001-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 section is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

#### **29.** Assignment of Antitrust Claims.

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

# **APPENDIX A**

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 Supplies and Services which are the subject of this Contract.

#### **30.** Hold Harmless Provision.

- (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*, Act of October 15, 1980, P.L. 950, No. 164, as amended, 71 P. S. §§ 732-101—732-506, 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.

# 31. Sovereign Immunity.

No provision of this Contract shall be construed to waive or limit the sovereign immunity of the Commonwealth of Pennsylvania or its governmental sub-units.

# 32. Limitation of Liability.

- (a) <u>General</u>. The Contractor's liability to the Commonwealth under this Contract shall be limited to the greater of \$250,000 or the value of this Contract (including any amendments). This limitation will apply, except as otherwise stated in this section, regardless of the form of action, whether in contract or in tort, including negligence. This limitation does not, however, apply to any damages:
  - (i) for bodily injury;
  - (ii) for death;
  - (iii) for intentional injury;
  - (iv) for damage to real property or tangible personal property for which the Contractor is legally liable;

#### **APPENDIX A**

- (v) under Section 13, Patent, Copyright, Trademark and Trade Secret Protection;
- (vi) related to a breach of the security of a system subject to this Contract that is maintained or managed by the Licensor; or
- (vii) under Section 64, Virus, Malicious, Mischievous or Destructive Programming.
- (b) The Contractor will not be liable for consequential or incidental damages, except for damages as set forth in subsection (a), or as otherwise specified in the Contract.

#### **33.** Audit Provisions.

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.

#### 34. Single Audit Act of 1984.

In compliance with the *Single Audit Act of 1984*, 31 U.S.C. § 7501, *et seq.*, the Contractor agrees to the following:

- (i) This Contract is subject to audit by federal and state agencies or their authorized representative in accordance with the auditing standards promulgated by the Comptroller General of the United States and specified in Government Auditing Standards, 1994 Revisions (Yellow Book).
- (ii) The audit requirement of this Contract will be satisfied if a single audit is performed under the provisions of the *Single Audit Act of 1984*, 31 U.S.C. Section 7501, *et seq*, and all rules and regulations promulgated pursuant to the Act.
- (iii) The Commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial/compliance, economy/efficiency, or program results nature, if deemed necessary.
- (iv) The Contractor further agrees to comply with requirements that may be issued by the state agency upon receipt of additional guidance received from the federal government regarding the *Single Audit Act of 1984*.

# **APPENDIX** A

### 35. Default.

- (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:
  - (i) Failure to begin delivering Supplies or performing Services within the time specified in the Contract or Purchase Order or as otherwise specified;
  - (ii) Failure to deliver Supplies or perform Services with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the Contract or Purchase Order terms;
  - (iii) Unsatisfactory performance of the work;
  - (iv) Failure to deliver the Supply(ies) or perform Services within the time specified in the Contract or Purchase Order or as otherwise specified;
  - (v) Improper delivery;
  - (vi) Failure to provide a Supply(ies) or perform Services that conform with the specifications referenced in the Contract or Purchase Order;
  - (vii) Delivery of a defective Supply;
  - (viii) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
  - (ix) Discontinuance of furnishing Supplies or performing Services without approval;
  - (x) Failure to resume furnishing Supplies or performing Services that were discontinued, within a reasonable time after notice to do so;
  - (xi) Insolvency or bankruptcy;
  - (xii) Assignment made for the benefit of creditors;
  - (xiii) 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 Supplies furnished or Services performed, for equipment rentals, or for utility services rendered;

#### **APPENDIX A**

- (xiv) Failure to protect, repair or make good any damage or injury to property;
- (xv) Breach of any provision of the Contract;
- (xvi) Failure to comply with representations made in the Contractor's bid/proposal; or
- (xvii) 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 subsection (a) above, the Commonwealth may procure, upon such terms and in such manner as it determines, Supplies and/or Services 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 subsection (a) above, the Commonwealth, in addition to any other rights provided in this section, 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 section 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 section 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 Commonwealth Board of Claims.

# **APPENDIX A**

## **36.** Force Majeure.

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 are not 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.

#### **37.** Termination Provisions.

The Commonwealth has the right to terminate this Contract or any Purchase Order issued thereunder for any of the reasons set forth in this section. Termination shall be effective upon written notice to the Contractor.

(a) <u>Termination for convenience</u>. The Commonwealth may terminate the Contract, or a Purchase Order issued against the Contract, in whole or in part, without cause by giving Contractor **30 days**' prior written notice (Notice of Termination) whenever the Commonwealth shall determine that such termination is in the best interest of the Commonwealth (Termination for Convenience). Any such termination shall be accomplished by delivery to the Contractor of a Notice of Termination specifying the extent to which performance under this Contract is terminated either in whole or in part and the date on which such termination becomes effective.

In the event of termination hereunder, the Contractor shall receive payment for the following:

(i) all Supplies furnished and Services performed consistent with the terms of the Contract prior to the effective date of termination;

### **APPENDIX** A

(ii) all actual and reasonable costs incurred by the Contractor as a result of the termination of the Contract; and

In no event shall the Contractor be paid for any loss of anticipated profit (by the Contractor or any subcontractor), loss of use of money, or administrative or overhead costs. Failure to agree on any termination costs shall be a dispute handled in accordance with the Contract Controversies provision of this Contract.

The Contractor shall cease providing Supplies and Services as of the date set forth in the Notice of Termination, and shall be paid only for such Supplies and Services as have already been satisfactorily furnished or rendered up to and including the termination date set forth in said notice, or as may be otherwise provided for in said Notice of Termination, and for such Supplies furnished or Services performed during the **30-day** notice period, if requested by the Commonwealth.

- (b) <u>Non-appropriation.</u> 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 in whole or in part. 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) <u>Termination for cause</u>. The Commonwealth may, in addition to its other rights under this Contract, terminate this Contract in whole or in part by providing written notice of default to the Contractor if the Contractor materially fails to perform its obligations under the Contract and does not cure such failure within **30 days** or, if a cure within such period is not practical, commence a good faith effort to cure such failure to perform within the specified period or such longer period as the Commonwealth may specify in the written notice specifying such failure, and diligently and continuously proceed to complete the cure. The Contract terminations.

In the event the Commonwealth terminates this Contract in whole or in part as provided in this subsection (c), the Commonwealth may procure services similar to those so terminated, and the Contractor shall be liable to the Commonwealth for the difference between the Contract price for the terminated portion of the Supplies or Services and the actual and reasonable cost (but in no event greater than the fair market value) of producing substitute equivalent Supplies or Services for the terminated Supplies or Services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this section.

# **APPENDIX A**

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 subsection (a) above.

# **38.** Contract Controversies.

- (a) Pursuant to Section 1712.1 of the Commonwealth Procurement Code (62 Pa. C. S. § 1712.1), in the event of a claim arising from the Contract, the Contractor must, within six (6) 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 Counsel Office General Dispute Resolution of Program. http://www.ogc.pa.gov/Services%20to%20Agencies/Mediation%20Procedures/Pa ges/default.aspx.
- (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.

### **39.** Assignability and Subcontracting

# APPENDIX A

- (a) Subject to the terms and conditions of this section, 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 furnishing of Supplies or performance of Services under this Contract without the prior written consent of the Contracting Officer, whose consent may be withheld at their sole and absolute discretion.
- (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, whose consent may be withheld at their sole and absolute discretion.
- (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.

# 40. Other Contractors.

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

#### **APPENDIX A**

this section as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

#### 41. Nondiscrimination/Sexual Harassment Clause.

The Contractor agrees:

- (a) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- (b) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
- (c) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
- (d) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act, Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- (e) The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.

# APPENDIX A

- (f) The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- The Contractor and each subcontractor represents that it is presently in compliance (g) with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- (h) 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.
- (i) The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- (j) 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.

# 42. Contractor Integrity Provisions.

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

# **APPENDIX A**

- (a) Definitions. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this section:
  - (i) "Affiliate" means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
  - (ii) "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
  - (iii) "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.
  - (iv) "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
  - (v) "Financial Interest" means either:
    - (1) Ownership of more than a five percent interest in any business; or
    - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
  - (vi) "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.
  - (vii) "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.
- (b) In furtherance of this policy, Contractor agrees to the following:
  - (i) 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

# **APPENDIX A**

regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

- (ii) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- (iii) Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- (iv) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- (v) Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
  - (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  - (3) had any business license or professional license suspended or revoked;
  - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
  - (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

# APPENDIX A

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

- (vi) Contractor shall comply with the requirements of the *Lobbying Disclosure* Act (65 Pa. C.S. § 13A01, et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
- (vii) When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- Contractor, by submission of its bid or proposal and/or execution of this (viii) contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

# **APPENDIX A**

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

# 43. Contractor Responsibility Provisions.

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.

(a) 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 subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so

# **APPENDIX A**

certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.

- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at http://www.dgs.pa.gov 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

# 44. Americans With Disabilities Act.

# **APPENDIX A**

- (a) Pursuant to federal regulations promulgated under the authority of *The Americans With Disabilities Act*, 28 C.F.R. § 35.101 *et seq.*, the Contractor understands and agrees that 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. § 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 subsection (a) above.

# 45. Covenant Against Contingent Fees.

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.

# 46. Applicable Law.

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.

# 47. Integration.

This Contract, including 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,

# **APPENDIX A**

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.

# 48. Order of Precedence.

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 solicitation; and the Contractor's response to the solicitation.

# **49.** Controlling Terms and Conditions.

The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the Commonwealth. 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.

# 50. Changes.

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 the Contract Controversies section.

# 51. Background Checks.

(a) The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth facilities, either through on-site access or through remote access. Background checks are to be conducted via the Pennsylvania State Police Request for Criminal Record Check form and procedure found at http://www.psp.pa.gov/Pages/Request-a-Criminal-History-Record.aspx. The background check must be conducted prior to initial access and on an annual basis thereafter.

### APPENDIX A

- Before the Commonwealth will permit access to the Contractor, the Contractor (b) must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that a Contractor employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, 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 Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of the Commonwealth may result in the Contractor being deemed in default of its Contract.
- (c) The Commonwealth specifically reserves the right of the Commonwealth to conduct background checks over and above that described herein.
- (d) Access to certain Capitol Complex buildings and other state office buildings is controlled by means of card readers and secured visitors' entrances. Commonwealth contracted personnel who have regular and routine business in Commonwealth worksites may be issued a photo identification or access badge subject to the requirements of the contracting agency and DGS set forth in Enclosure 3 of Commonwealth Management Directive 625.10 Amended (June 4, 2014) Card Reader and Emergency Response Access to Certain Capitol Complex Buildings and Other State Office Buildings. The requirements, policy and procedures include a processing fee payable by the Contractor for contracted personnel photo identification or access badges.

### 52. Confidentiality.

(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 applicable document). 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

# **APPENDIX** A

original. Upon expiration or termination of this Contract, 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, (where permitted by law or regulation) 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 or termination of this Contract). Both parties agree that a material breach of these requirements may, after failure to cure within the period 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:
  - (i) already known to the recipient at the time of disclosure other than through the contractual relationship and not otherwise subject to any obligation of non-disclosure or confidentiality;
  - (ii) independently generated by the recipient and not derived from the information supplied by the disclosing party;
  - (iii) 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;
  - (iv) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
  - (v) required to be disclosed by the recipient 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:
  - (i) Prepare and submit un-redacted version of the appropriate document, and
  - (ii) Prepare and submit a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or

# **APPENDIX A**

a trade secret. The Contractor shall use a redaction program that ensures the information is permanently and irreversibly redacted, or

- (iii) Prepare and submit a signed written statement that identifies confidential or proprietary information or trade secrets and that states:
  - (i) the attached material contains confidential or proprietary information or trade secrets;
  - (ii) the Contractor is submitting the material in both redacted and unredacted format, if possible, in accordance with 65 P.S. § 67.707(b); and
  - (iii) the Contractor is requesting that the material be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.
- (iv) Submit the two (2) documents along with the signed written statement to the Commonwealth.

# 53. Sensitive Information.

- (a) The Contractor shall not publish or otherwise disclose, except to the Commonwealth or the Contractor's subcontractors and except matters of public record (which is to be determined entirely in the discretion of the Commonwealth), any information or data obtained hereunder from private individuals, organizations, or public agencies.
- (b) The parties shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a Commonwealth program affected by or benefiting from Services under this Contract for any purpose not connected with the parties' Contract responsibilities except with consent pursuant to applicable law and regulations. All documents associated with direct disclosures of this kind must be announced to and open for inspection by the Commonwealth.
- (c) Rights and obligations of the parties under this section survive the expiration or termination of this Contract.

# 54. Small Diverse Business/Small Business Commitment.

Contractor shall meet and maintain the commitments to small diverse businesses and small businesses in the Small Diverse Business and Small Business ("SDB/SB") portion of its Bid/Proposal. Any proposed change to a SDB/SB commitment must be submitted to the DGS Bureau of Diversity, Inclusion and Small Business Opportunities ("BDISBO"), which will make a recommendation as to a course of action to the Commonwealth Contracting Officer. Contractor shall complete the Prime Contractor's Quarterly Utilization Report and submit it to the

### **APPENDIX A**

Commonwealth Contracting Officer and BDISBO within ten (10) workdays at the end of each calendar quarter that the Contract is in effect.

### 55. Installment Purchase Additional Terms and Conditions.

To the extent that the Contractor offers the Commonwealth or any purchasing agency ("Purchaser") the option to pay for any items covered by the Contract in installments over time, these Installment Purchase Terms and Conditions shall, in addition to the other terms and conditions of the Contract, govern the installment purchase, except to the extent the Contractor assigns an Installment Purchase to an Initial Assignee, in which case the Initial Assignee shall be bound to the obligations of the Contractor only as specified in these Installment Purchase Terms and Conditions. If a Purchaser desires to purchase items on an installment basis, the Purchaser shall indicate its Installment Purchase election on the PO issued to the Contractor ("Installment Purchase PO"). By issuing an Installment Purchase PO, the Purchaser explicitly agrees to these Installment Purchase Terms and Conditions. Any items covered by an Installment Purchase shall be called "Installment Items" in these Installment Purchase Terms and Conditions of the Contract and these Installment Purchase Terms and Conditions, these Installment Purchase Terms and Conditions of the Contract and these Installment Purchase Terms and Conditions. To the extent that there is a conflict between the other terms and conditions of the Contract and these Installment Purchase Terms and Conditions, these Installment Purchase Terms and Conditions shall prevail to the extent that the Purchaser has elected an Installment Purchase option.

(a) Term of Installment Purchase.

The Contractor may provide any Installment Items under the Contract for any term up to **60 months**. The Purchaser shall identify the term selected on the Installment Purchase PO. The Installment Purchase term shall commence on the date the Purchaser accepts the Installment Items by executing the Acceptance Certificate, and the term shall continue for the length specified on the Installment Purchase PO. The form of the Acceptance Certificate is attached as **Appendix J, Acceptance Certificate** to the RFP.

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

- (b) Payments.
  - (i) Full Term Intention. The Purchaser shall pay the applicable monthly payment for the Installment Items. The Purchaser shall continue payment for the full Installment Purchase term, unless the Purchaser terminates the Installment Purchase, 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.

## **APPENDIX A**

- (ii) Non-Appropriation. The Purchaser's obligation is payable only and solely from funds allotted for the purpose of the Installment Purchase. If sufficient funds are not appropriated for continuation of performance under any Installment Purchase for any fiscal year subsequent to the one in which the Purchaser issued the Installment Purchase PO, the Purchaser may return the Installment items to the Contractor/Initial Assignee (as applicable), and thereafter the Contractor/Initial Assignee will release the Purchaser of all further obligations under the Installment Purchase, provided:
  - (1) The Purchaser delivers unencumbered title to the Installment items to the contractor or Initial Assignee (if applicable);
  - (2) The Purchaser returns the Installment items to the Contractor/Initial Assignee in good condition, reasonable wear and tear excepted; and
  - (3) The Purchaser gives **30 days**' written notice of the failure of appropriations to the Contractor/Initial Assignee, along with a certification that the Installment Items are not being replaced by similar items from another vendor. In the event the Purchaser returns the Installment Items for failure of appropriations, the Purchaser shall pay all amounts then due under the Installment Purchase through the end of the fiscal year for which sufficient funds were appropriated for the Installment Purchase.
- (c) Title and Security Interest.
  - (i) The title to the Installment Items shall pass to the Purchaser at the time and place of delivery to the Purchaser of each unit of equipment. The Contractor or its Initial Assignee shall have a purchase money security interest in the Installment Items until payment of all installments as set forth in the payment schedule are made, or if the Purchaser prepays its installments, upon payment of the agreed amount between the Contractor and the Purchaser as set forth in Subsection (i), Financing and Prepayment, of this Section.
    - (1) Upon payment of the final installment or other concluding payment option, neither the Contractor nor its assignee shall have any further interest in the Installment Items.
    - (2) The Installment Items shall remain personal property and shall not become a fixture or affixed to real property without consent of the Contractor/assignee.
    - (3) At the request of the Contractor or Initial Assignee, the Purchaser will join the Contractor/assignee in executing one or more UCC-1 financing statements.

### **APPENDIX A**

- (4) The Purchaser will keep the Installment Items free and clear of all encumbrances except the Contractor's/assignee's security interest.
- (d) Use and Location of, and Alteration to Installment Items.

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

- (e) Assumption of Risks.
  - (i) The Purchaser shall, after acceptance of the Installment Items, assume and bear the risk of damage to, or loss or theft of, the Installment Items (including all component parts) from any cause other than action or inaction of the Contractor/assignee. The loss or damage of the Installment Items shall not impair any obligation of the Purchaser under these Installment Purchase Terms and Conditions, which shall continue in full force and effect. In the event that all or part of the Installment Items shall, as a result of the above-mentioned causes, become, in the Purchaser's reasonable determination, lost, stolen, destroyed, rendered unusable, or irreparably damaged, then the Purchaser shall notify the Contractor/assignee in writing. At its option, the Purchaser shall elect either:
    - (1) to replace the equipment with like equipment, or
    - (2) to pay pro rata to the Contractor/assignee all payments then currently due according to the payment schedule, plus the pro rata principal portion of any remaining installments. The "pro rata principal portion of remaining installment payments" is that percentage of the principal portion of remaining installment payments as of the date of payment that the cost of the units of the equipment lost, stolen, destroyed, or rendered irreparably unusable or damaged bears to the total cost of the equipment determined by the amounts set forth in the field purchase order.
  - (ii) The Purchaser assumes all risks and liabilities for injury to or death of any person, or damage to any property, arising out of the Purchaser's

# **APPENDIX A**

possession, use, operation, condition, or storage of any Installment Items, as more fully set forth in Paragraph (i) of Subsection (g) of this Section.

- (iii) The Purchaser agrees to insure the Installment Items as provided under Paragraph (ii) of Subsection (g) of this Section.
- (f) Warranties.
  - (i) The Purchaser shall have the benefit of any and all manufacturer or supplier warranties for the Installment Items.
  - (ii) 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 Purchaser's quiet enjoyment of the Installment Items so long as no event of default as defined in Subsection (j) of this Section shall have occurred and be continuing.
- (g) Liability.
  - (i) The Purchaser assumes all risks and liabilities for injury to or death of any person or damage to any property, arising out of the Purchaser's possession, use, operation, condition, or storage of any Installment Item, whether such injury or death be of agents or employees of the Purchaser or of third parties, and whether such property damage be to the Purchaser's property or the property of others; provided, however, that the damage or injury results from the action or inaction of the Purchaser, its agents or employees, and provided that judgment has been obtained against the Purchaser, its agents or employees. This provision shall not be construed to limit the governmental immunity of any Purchaser.
  - (ii) The Purchaser shall, during the Installment Purchase term, either self-insure or purchase insurance to cover the risks it has assumed under Paragraph (i) of this Subsection, including but not limited to risks of public liability and property damage.
- (h) Assignment.
  - (i) The Purchaser shall not assign any Installment Purchase PO or other interest in the Installment items 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 Installment Purchase to an Initial Assignee, who in turn may further assign and/or grant a security interest in an Installment Purchase to a subsequent assignee without the Purchaser's consent. Any other Contractor assignment shall require the Purchaser's prior written

# **APPENDIX** A

consent. Upon written notice to the Purchaser, the Contractor may assign payments under any Installment Purchase to a third party.

- (ii) The Contractor may assign, without DGS or Purchaser consent, any Installment Purchase PO to a third party ("Initial Assignee") who will fund the purchase of the Installment Items. The Initial Assignee may take title to, and assume the right to receive all payments for, the Installment Items. The Contractor shall notify the Purchaser of any Installment Purchase PO assignment in its acknowledgment of the Installment Purchase PO to the Purchaser, providing the Purchaser with a copy of the assignment agreement between the Contractor and the Initial Assignee.
- (iii) 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 Installment Purchase 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 an Installment Purchase PO, the Purchaser waives any claims it may have under the Installment Purchase against the Initial Assignee for any loss, damage, or expense caused by, defect in, or use or maintenance of any Installment Item. The Purchaser acknowledges that the Initial Assignee is not the supplier of the Installment Items and is not responsible for their selection or installation. After the ordering Purchaser executes, and the Initial Assignee receives, an acceptance certificate in the form attached to these Installment Purchase Terms and Conditions, if any portion of the Installment Items is unsatisfactory for any reason, the ordering Purchaser shall, nevertheless, continue to make payments under the applicable Installment Purchase 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.
- (iv) After a Purchaser executes and the Initial Assignee receives an acceptance certificate:
  - (1) The Purchaser shall, regardless of whether any portion of the Installment Items is unsatisfactory for any reason, nevertheless, continue to make payments under the applicable Installment Purchase and shall make any claim relating to the Installment Items against the Contractor or the manufacturer, not against the Initial Assignee or any subsequent assignee; and
  - (2) The rights of the Initial Assignee and any subsequent assignee to receive payments are absolute and unconditional and shall not be affected by any defense or right of set-off.

# **APPENDIX A**

(v) Warranty Disclaimer.

IN THE EVENT THE CONTRACTOR ASSIGNS AN INSTALLMENT PURCHASE TO AN INITIAL ASSIGNEE, SUCH INITIAL ASSIGNEE AND ANY SUBSEQUENT ASSIGNEE MAKE NO WARRANTY (OTHER THAN A WARRANTY OF QUIET ENJOYMENT OF THE INSTALLMENT ITEMS), 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 PURCHASER TAKES THE EQUIPMENT AND ANY FINANCED ITEM "AS IS." IN NO EVENT SHALL THE INITIAL ASSIGNEE OR ANY SUBSEQUENT ASSIGNEE HAVE ANY LIABILITY FOR, NOR SHALL THE PURCHASER 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.
  - (i) If the Contractor is not the supplier of the Installment Items, the Contractor will pay the charges for the Installment Items directly to the supplier. In the event the Contractor assigns the Installment Purchase 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 payments under the Installment Purchase to an Initial Assignee, the Purchaser's obligation to make payments for the Installment Items for which the Purchaser 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 Purchaser dissatisfaction with any Installment Item.
  - (ii) The Purchaser may at any time elect to prepay its remaining Installment Purchase payments. The Purchaser 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 payments to reflect the requested prepayment and shall advise the Purchaser of the balance to be paid.
  - (iii) If the Purchaser purchases Contract items related to an Installment Item prior to the expiration of the Installment Purchase terms, or if the Installment Purchase is terminated for any reason except non-appropriation as described in Subsection (b) of these Installment Purchase Terms and Conditions, and if the Installment Item has been delivered and the Purchaser has executed and delivered to the Contractor an acceptance certificate, the Purchaser shall prepay such Installment Item.

# **APPENDIX A**

- (j) Remedies for Default.
  - (i) If the Purchaser 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 Purchaser is delinquent in payment, if the Purchaser breaches any other provision under these 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 Purchaser 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:
    - (1) Terminate the applicable Installment Purchase.
    - (2)Take possession of any or all Contract items in the Purchaser'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 Contract items may be and remove and repossess the Contract items, from the premises without being liable to the Purchaser in any action or legal proceedings. The Contractor/assignee may, at its option, sell the repossessed Contract items at public or private sale for cash credit. Purchaser shall be liable The for or the Contractor's/assignee's expenses of retaking possession, including without limitation the removal of the Contract items and placing the Contract items in good operating condition (if not in good operating condition at the time of removal) in accordance with the manufacturer's specifications. Repossessed Contract items shall include only those items that were purchased under the Installment Purchase.
    - (3) Recover from the Purchaser all payments then due, plus the net present value of the amount of the remaining payments. The present value of such remaining 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 Installment Purchase. The Treasury Constant Maturities are published in Statistical Release H.15 and may be accessed via the Federal Reserve Board's Internet website.
  - (ii) In the event of Contractor default under the Default provision of the Contract, the Purchaser may pursue one or more of the following remedies:

# **APPENDIX A**

- (1) If the payments under the Installment Purchase have been assigned to an Initial Assignee, the Purchaser shall continue to make payments for those Contract Items which have been delivered and for which the Purchaser has provided acceptance certificates to the Contractor/Initial Assignee.
- (2) The Purchaser may cancel, without liability for payment, its order for any Contract items which have not been delivered and for which it has not issued acceptance certificates. In this instance, the amount of the Contract payments will be recalculated to take into consideration and pay for the actual number of Contract items which were delivered and accepted. If no Installment items have been delivered and accepted, the Purchaser may terminate the Installment Purchase without liability for any payment.
- (3) If payments have not been assigned, the Purchaser may set off or counterclaim any and all damages incurred by the Purchaser as a result of the contractor's default against its obligation to make payments.
- (k) Compliance with Internal Revenue Code.
  - (i) Tax Exempt 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 Purchaser shall cooperate with the Contractor/Initial Assignee in the preparation and execution of these documents. The Purchaser shall also keep a copy of each notification of assignment with the Purchaser's counterpart of the order and shall not, during the Installment Purchase term, permit the Installment Items to be directly or indirectly used for a private business use within the meaning of Section 141 of the IRC.
  - (ii) Governmental Status. Eligible Purchasers 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 Purchaser's status under the IRC shall constitute an event of default by the Purchaser. If the Internal Revenue Service rules that the Purchaser does not so qualify under either Section 103(a) or 501(c)(4) of the IRC, or if the Purchaser 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 Purchaser will, upon demand, pay the Contractor/Initial Assignee a sum the Contractor/Initial Assignee determines sufficient to

# **APPENDIX A**

return the Contractor/Initial Assignee to the economic status it would otherwise have received.

(l) Governing Law.

All Purchases made under these Installment Purchase 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 Installment Purchase Terms and Conditions.

(m) Notices.

Service of all notices under these Installment Purchase Terms and Conditions shall be sufficient if delivered to the Purchaser at the address set forth in the applicable Installment Purchase PO, or to the Contractor/Initial Assignee at the address set forth in its acknowledgment of the Installment Purchase 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.

# 56. Leasing Additional Terms and Conditions

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.

# **APPENDIX A**

The form of the Acceptance Certificate is attached as **Appendix J, Acceptance Certificate,** to the RFP.

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.
  - (i) 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.
  - (ii) 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:
    - (1) The Lessee delivers unencumbered title to the Leased Property to the Contractor or Initial Assignee (if applicable);
    - (2) The Lessee returns the Leased Property to the Contractor/Initial Assignee in good condition, reasonable wear and tear excepted; and
    - (3) 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

(i) 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

# **APPENDIX** A

a Lease/Purchase, the title shall pass to the Lessee upon payment of the final installment or other concluding payment option.

- (1) 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.
- (2) The Leased Property shall remain personal property and shall not become a fixture or affixed to real property without consent of the Contractor/assignee.
- (3) 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.
- (4) 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

# **APPENDIX A**

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.
  - (i) The Lessee shall have the benefit of any and all manufacturer or supplier warranties for the Leased Property during the Lease term.
  - (ii) 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.
  - (i) 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.
  - (ii) The Lessee shall, during the Lease term, either self-insure or purchase insurance to cover the risks it has assumed under Paragraph (i) of this Subsection, including but not limited to risks of public liability and property damage.
- (h) Assignment.
  - (i) 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.

#### **APPENDIX A**

- (ii) 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.
- (iii) 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.
- (iv) After a Lessee executes and the Initial Assignee receives an Acceptance Certificate:
  - (1) 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
  - (2) 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.
- (v) 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

### **APPENDIX A**

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.
  - (i) 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.
  - (ii) 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.
  - (iii) 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 Section, 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.
  - (i) 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

# **APPENDIX A**

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:

- (1) Terminate the applicable Lease.
- (2)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 The Lessee shall be liable for the for cash or credit. 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.
- (3) 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 H.15 and may be accessed via the Federal Reserve Board's Internet website.
- (ii) In the event of Contractor default under the Default provision of the Contract, the Lessee may pursue one or more of the following remedies:
  - (1) 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.

# **APPENDIX A**

- (2) 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.
- (3) 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.

### **APPENDIX A**

- (i) 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.
- (ii) 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.
- (iii) 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
  - (i) 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.
  - (ii) 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

## **APPENDIX A**

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.

### 57. Insurance

- (a) The Contractor shall procure and maintain at its expense and require its subcontractors to procure and maintain, as appropriate, the following types of insurance, issued by companies acceptable to the Commonwealth and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:
  - Workers' Compensation Insurance for all of the Contractor's employees and those of any subcontractor engaged in performing Services in accordance with the *Worker's Compensation Act*, the Act of June 2, 1915, P.L. 736, No. 338, reenacted and amended June 21, 1939, P.L. 520, No. 281, as amended, 77 P.S.§§ 101–2708.
  - (ii) Public liability and property damage insurance to protect the Commonwealth, the Contractor, and any and all Subcontractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death, and damage to property, including loss of use resulting from any property damage which may arise from its operations under this Contract, whether such operation be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by either. The limits of such insurance shall be in an amount not less than \$500,000 per person and \$2,000,000 per occurrence, personal injury and property damage combined. Such policies shall be occurrence rather than claims-made

# APPENDIX A

policies and shall name the Commonwealth of Pennsylvania as an additional insured. The insurance shall not contain any endorsements or any other form designed to limit and restrict any action by the Commonwealth as an additional insured against the insurance coverages in regard to the work performed for the Commonwealth.

- (iii) Prior to commencing work under the Contract, the Contractor shall provide the Commonwealth with a copy of each current certificate of insurance. These certificates shall contain a provision that coverages afforded under the policies will not be canceled or changed in such a way to cause the coverage to fail to comply with the requirements of this subsection (b) until at least fifteen (15) days' prior written notice has been given to the Commonwealth.
- (b) The Contractor agrees to maintain such insurance for the life of the Contract.

# 58. Notice

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

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

### 59. Right-To-Know Law

- (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

### **APPENDIX** A

constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:

- (i) 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
- (ii) 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

### **APPENDIX A**

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.

### 60. Enhanced Minimum Wage.

- (a) <u>Enhanced Minimum Wage</u>. Contractor/Lessor agrees to pay no less than \$12.00 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.
- (b) <u>Adjustment</u>. Beginning July 1, 2019, and annually thereafter, the minimum wage rate shall be increased by \$0.50 until July 1, 2024, when the minimum wage reaches \$15.00. Thereafter, the minimum wage rate would be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
- (c) <u>Exceptions</u>. These Enhanced Minimum Wage Provisions shall not apply to employees:
  - (i) exempt from the minimum wage under the Minimum Wage Act of 1968;
  - (ii) covered by a collective bargaining agreement;
  - (iii) required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
  - (iv) required to be paid a higher wage under any state or local policy or ordinance.
- (d) <u>Notice</u>. Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and welllighted places customarily frequented by employees at or near where the contracted services are performed.
- (e) <u>Records</u>. Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records

# **APPENDIX A**

necessary to document compliance with these Enhanced Minimum Wage Provisions.

- (f) <u>Sanctions</u>. Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
- (g) <u>Subcontractors</u>. Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

# 61. Manufacturer's Price Reduction.

If, prior to the delivery of the awarded Supplies 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.

## 62. Special Requirements.

The Commonwealth reserves the right to purchase Supplies and Services within the scope of this Contract through other procurement methods whenever the Commonwealth deems it to be in its best interest.

## 63. Prevailing Minimum Wages.

If applicable to this Contract, the Contract with the awarded vendor is subject to and shall comply with the provisions, duties, obligations, remedies and penalties of the *Pennsylvania Prevailing Wage Act*, the Act of August 15, 1961, P.L. 987, No. 442, as amended, 43 P.S. §§ 165-1—165-17 and its regulations 34 Pa. Code §§ 9.101—9.112, which are incorporated herein by reference as if fully set forth herein. The Contractor shall pay no less than the wage rates including contributions for employee benefits as determined by the Secretary of Labor and Industry (hereinafter referred to in this paragraph as "Secretary") for each craft or classification of all workers needed to perform this Contract during the term hereof for the county in which the work is to be performed. In compliance with said *Pennsylvania Prevailing Wage Act*, the Prevailing Minimum Wage Predetermination, as approved by the Secretary, is attached hereto and made a part hereof.

- (a) The provisions of this paragraph shall apply to all work performed on the contract by the contractor and to all work performed on the contract by all subcontractors. The contractor shall insert in each of its subcontracts all of these required contract provisions and stipulations contained in this paragraph and such other stipulations as may be required.
- (b) No worker may be employed on the public work except in accordance with the classifications set forth in the decisions of the Secretary. In the event that additional or different classifications are necessary, the procedure set forth in section 8 of the

## **APPENDIX A**

Act (43 P.S. § 165-8) and section 9.107 of the Act's Regulations (relating to petition for review of rates and hearings) shall be followed.

- (c) Workers employed or working on the public work shall be paid unconditionally, regardless of whether any contractual relationship exists or the nature of a contractually relationship which may be alleged to exist between a contractor, subcontractor and workers, at least once a week without deduction or rebate, on any account, either directly or indirectly, except authorized deductions, the full amounts due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in the contract, the Prevailing Wage Act or its Regulations prohibits the payment of more than the general prevailing minimum wage rates as determined by the Secretary to any worker or public work.
- (d) The contractor and each subcontractor shall post for the entire period of construction the wage determination decisions of the Secretary, including the effective date of changes thereof, in a prominent and easily accessible place or places at the site of the work and at the place or places used by them to pay workers their wages. The posted notice of wage rates shall contain the following information:
  - (i) The name of project.
  - (ii) The name of public body for which it is being constructed.
  - (iii) The crafts and classifications of workers listed in the Secretary's general prevailing minimum wage rate determination for the particular project.
  - (iv) The general prevailing minimum wage rates determined for each craft and classification and the effective date of changes.
  - (v) A statement advising workers that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the contractor or subcontractor are not complying with the act or the regulations in any manner whatsoever, the worker may file a protest in writing with the Secretary of Labor and Industry within **3 months** of the date of the occurrence, objecting to the payment to a contractor to the extent of the amount due or to become due to them as wages for work performed on the public work project. A worker paid less than the rate specified in the contract shall have a civil right of action for the difference between the wage paid and the wages stipulated in the contract, which right of action must be exercised within **6 months** from the occurrence of the event creating the right.
- (e) The contractor and subcontractors shall keep an accurate record showing the name, craft or classification, number of hours worked per day, and the actual hourly rate of wage paid including employee benefits, to each worker employed by the

# APPENDIX A

contractor or subcontractor in connection with the public work. The record shall include deductions from each worker. The record shall be preserved for **2 years** from the date of payment and shall be open at reasonable hours to the inspection of the public body awarding the contract and to the Secretary or the Secretary's authorized representatives.

- (f) Apprentices shall be limited to numbers in accordance with a bona fide apprenticeship program registered with and approved by the Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with *The Apprenticeship and Training Act* (43 P.S. §§ 90.1—90.10), approved July 14, 1961 and the regulations issued thereto shall be employed on the public work project. A worker using the tools of a craft who does not qualify as an apprentice within the provisions of this subsection shall be paid the rate predetermined for journeymen in that particular craft or classification.
- (g) Wages shall be paid without deductions except authorized deductions. Employers not parties to a contract requiring contributions for employee benefits which the Secretary of Labor & Industry has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workers.
- (h) Payment of compensation to workers for work performed on public work on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the Act, regardless of the average hourly earnings resulting therefrom.
- (i) Each contractor and each subcontractor shall file a statement each week and a final statement at the conclusion of the work on the contract with the contracting agency, under oath, and in form satisfactory to the Secretary, certifying that workers have been paid wages in strict conformity with the provisions of the contract. If wages remain unpaid, the contractor or subcontractor shall set forth the amount of wages due and owing to each worker respectively. A copy of the form entitled "Contractor's or Subcontractor's Weekly Payroll Certification for Public Works Projects" is attached hereto.
- (j) Before final payment is made, a final wage certification must be submitted by all contractors and subcontractors.

# 64. Virus, Malicious, Mischievous or Destructive Programming.

(a) Notwithstanding any other provision in this Contract to the contrary, if the Contractor or any of its employees, subcontractors or consultants introduces a virus or malicious, mischievous or destructive programming into the Commonwealth's software or computer networks and has failed to comply with the Commonwealth software security standards, and provided further that the Commonwealth can

## APPENDIX A

demonstrate that the virus or malicious, mischievous or destructive programming was introduced by the Contractor or any of its employees, subcontractors or consultants, the Contractor shall be liable for any damage to any data and/or software owned or licensed by the Commonwealth. The Contractor shall be liable for any damages incurred by the Commonwealth including, but not limited to, the expenditure of Commonwealth funds to eliminate or remove a computer virus or malicious, mischievous or destructive programming that result from the Contractor's failure to take proactive measures to keep virus or malicious, mischievous or destructive programming from originating from the Contractor, its servants, agents or employees through appropriate firewalls and maintenance of anti-virus software and software security updates (such as operating systems security patches, etc.). In the event of destruction or modification of software, the Contractor shall eliminate the virus, malicious, mischievous or destructive programming, restore the Commonwealth's software, and be liable to the Commonwealth for any resulting damages. The Contractor shall be responsible for reviewing Commonwealth software security standards in effect at the commencement of the Contract and complying with those standards. The Contractor's liability shall cease if the Commonwealth has not fully complied with its own software security standards.

- (b) The Contractor shall perform a security scan on any software or computer program developed by the Contractor or its subcontractors in a country other than the United States of America that may come in contact with the Commonwealth's software or computer networks. Contractor shall perform such security scan prior to introducing any such software or computer program into a Commonwealth development environment, test environment or production environment. The results of these security scans will be provided to the Commonwealth prior to installing into any Commonwealth development environment, test environment, test environment, at its discretion, additional security scans on any software or computer program prior to installing in a Commonwealth environment as listed above.
- (c) The Commonwealth may, at any time, audit, by a means deemed appropriate by the Commonwealth, any computing devices being used by representatives of the Contractor to provide Services to the Commonwealth that will be connected to a Commonwealth network for the sole purpose of determining whether those devices have anti-virus software with current virus signature files and the current minimum operating system patches or workarounds have been installed. Devices found to be out of compliance will immediately be disconnected and will not be permitted to connect or reconnect to the Commonwealth network until the proper installations have been made. The Commonwealth shall not install any software or monitoring tools on the Contractor's equipment without the Contractor's written consent to do so.

# **APPENDIX A**

- (d) The Contractor may use the anti-virus software used by the Commonwealth to protect Contractor's computing devices used in the course of providing Services to the Commonwealth.
- (e) Neither the Commonwealth nor the Issuing Agency will be responsible for any damages to the Contractor's computers, data, software, etc. caused as a result of the installation of the Commonwealth's anti-virus software or monitoring software on the Contractor's computers.

## 65. Service Levels.

- (a) The Contractor shall comply with the procedures and requirements of the Service Level Agreements, if any, which are made part of this Contract.
- (b) Where there are expressly defined Service Levels, Contractor shall measure and report its performance against these standards on at least a monthly basis, except as many otherwise be agreed between the Parties in respect of Services performed less frequently than monthly. All Services without expressly defined Service Levels must be performed at least to the same degree of accuracy, completeness, efficiency, quality and timeliness as is provided by well-managed suppliers providing services similar to the Services, so long as such performance is commercially and operationally reasonable.
- (c) The Commonwealth's acceptance of any financial credit incurred by the Contractor in favor of the Commonwealth for a Service Level default ("Service Level Credit") shall not bar or impair Commonwealth's rights and remedies in respect of the failure or root cause as set forth elsewhere in this Contract, including without limitation claims for liquidated damages, injunctive relief and termination rights, provided however, Service Level Credits paid would be credited against any such claims for damages.

## 66. Hazardous Substances.

- (a) 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, P.L. 734, No., 159, known as the *Worker and Community Right-to-Know Act*, as amended, 35 P.S. §§ 7301—7320 (the "Act") and the regulations promulgated pursuant thereto at 34 Pa. Code §§ 301.1—323.6.
- (b) <u>Labeling</u>. The Contractor shall insure that each individual product (as well as the carton, container or package in which the product is shipped) of any of the following substances (as defined by the Act and the regulations) supplied by the Contractor is clearly labeled, tagged or marked with the information listed in paragraphs (i) through (iv):

## **APPENDIX A**

(i) Haza	ardous substances:
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- (1) The chemical name or common name,
- (2) A hazard warning, and
- (3) The name, address and telephone number of the manufacturer.
- (ii) Hazardous mixtures:
  - (1) The common name, but if none exists, then the trade name,
  - (2) The chemical or common name of special hazardous substances comprising .01% or more of the mixture,
  - (3) The chemical or common name of hazardous substances consisting 1.0% or more of the mixture,
  - (4) A hazard warning, and
  - (5) The name, address and telephone number of the manufacturer.
- (iii) Single chemicals:
  - (1) The chemical name or the common name,
  - (2) A hazard warning, if appropriate, and
  - (3) The name, address and telephone number of the manufacturer.
- (iv) Chemical Mixtures:
  - (1) The common name, but if none exists, then the trade name,
  - (2) A hazard warning, if appropriate,
  - (3) The name, address, and telephone number of the manufacturer, and
  - (4) The chemical name or common name of either the top five (5) substances by volume or those substances consisting of 5.0% or more of the mixture.
- (v) 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.

# **APPENDIX A**

- (vi) Container labels shall provide a warning as to the specific nature of the hazard arising from the substance in the container.
- (vii) 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:
  - (1) NFPA 704, Identification of the Fire Hazards of Materials.
  - (2) National Paint and Coatings Association: Hazardous Materials Identification System.
  - (3) American Society for Testing and Materials, Safety Alert Pictorial Chart.
  - (4) American National Standard Institute, Inc., for the Precautionary Labeling of Hazardous Industrial Chemicals.
- (viii) 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.
- (c) <u>Material Safety Data Sheet</u>. 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.

# 67. Publicity/Advertisement.

The Contractor must obtain Commonwealth approval prior to mentioning the Commonwealth or a Commonwealth agency in an advertisement, endorsement, or any other type of publicity. This includes the use of any trademark or logo.

# **68.** Additional Federal Provisions.

Additional contract provisions may be incorporated into this Contract pursuant to federal law, regulation or policy.

#### **INSTRUCTIONS**

#### GENERAL INSTRUCTIONS FOR COMPLETING THIS WORKBOOK (Tab 1)

The Cost Submittal Worksheets contained in this workbook shall constitute the Cost Submittal.

#### COST SUBMITTAL OVERVIEW (Tab 2)

1. Select the Cost Submittal Overview Tab at the bottom of this page.

2. Complete the highlighted cells in the top portion of the form (all contact information).

3. This tab requires no entry of cost data. All data entered on the Cost Submittal Worksheet will automatically populate into the Cost Submittal Overview tab.

4. The Cost Submittal will be evaluated for the Inital Term of the Contract (2 years).

#### COST SUBMITTAL BREAKDOWN (Tab 3 through Tab 9)

1. Please review every tab in this cost submittal.

2. Cells that are highlighted in yellow must be filled in with a number in order to provide the service requested.

3. The Offeror must be able to provide a price in each cell. If the price is left blank, a zero dollar amount will be calculated.

4. Cell D22 on the Rate Card tab can be completed with a number between 0-10. An entry of "0" would mean the Offeror is willing to provide time and materials equipment/parts at a 0% markup. The maximum markup is 10% as stated in the RFP.

5. All tabs of the cost submittal will be evaluated EXCEPT the additional service tab. The additional service tab is to provide a cost amount for the future optional additional services, but will not be factored into the cost evaluation process.

\*\*Formulas are embedded within the worksheets, do not attempt to unlock cells. The estimates provided within this appendix are not a guarantee of service to be performed and/or payment under the contract resulting from this RFP.

#### Note:

Do not include any pricing data in any portion of the Technical Submittal. Pricing data is defined as any information related to, directly or indirectly, the Offeror's proposed charges for services and deliverables. Pricing data consists of, but is not limited to, costs, fees, prices, rates, bonuses, discounts, rebates, or the identification of free services, labor or materials.

The cost submittal must be submitted as presented by the Commonwealth and should not be altered in any way. Do not include any reiteration of the technical proposal in the cost submittal.

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# Cost Submittal Overview Cost Matrix - RFP #6100046406

Offeror Contact Information						
OFFEROR NAME	CONTACT PERSON					
OFFEROR ADDRESS	EMAIL ADDRESS					
	PHONE NUMBER					
	SAP VENDOR NUMBER (IF AVAILABLE)					

Cost Summary								
Yearly Corrective Maintenance Cost (Warranty Items)	\$	-						
Yearly Corrective Maintenance Cost (non-Warranty Items)	\$							
Yearly Preventative Maintenance Cost	\$	-						
Yearly Vehicle Services Cost	\$	-						
Yearly Flat Fee Repairs Cost	\$	-						
Yearly Rate Card Cost	\$	-						
Yearly Equipment/Parts with Mark-up Cost	\$	1,000,000.00						
Yearly Grand Total Cost	\$	1,000,000.00						
Grand Total Base Term (2 years)	\$	2,000,000.00						

Corrective Maintenance for Warrantied Items Note: These prices are to be for Equipment that is currently under OEM warranty.											
				Corrective Maintenance (performed in the field) Enter a monthly charge per unit in each service level box:							
				Corrective maintena	nce includes one (1) a	nnual preventative m	aintenance and all con	rective maintenance.			
Equipment	Service Level	Estimated Monthly Quantity	SERVICE LEVEL 1 6 HOURS on 24 hr basis	SERVICE LEVEL 2 24 HOURS on 24 hr basis	SERVICE LEVEL 3 72 HOURS on 24 hr basis	SERVICE LEVEL 4 1 BUS DAY on business hr basis	SERVICE LEVEL 5 2 BUS DAY on business hr basis	SERVICE LEVEL 6 3 BUS DAY on business hr basis	SERVICE LEVEL 7 5 BUS DAY on business hr basis	Total Monthly Maintenance Cost	
4' Microwave Dish	4	0	\$ -	\$ -	\$ -	s -	\$ -	\$ -	s -	\$ -	
6' Microwave Dish	4	0	\$-	\$ -	\$ -	\$-	\$ -	\$ -	\$ -	\$ -	
8' Microwave Dish	4	0	\$ -	\$ -	\$ -	\$-	\$ -	\$ -	\$ -	\$ -	
12' Microwave Dish	1	0	\$ -	\$ -	\$ -	\$-	\$ -	\$ -	\$ -	\$ -	
2 GHz Combiners	4	0	\$ -	\$ -	\$ -	\$-	\$ -	\$ -	\$ -	\$ -	
2 GHz Base Band Amplifiers	4	5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
2 GHz, 6 GHz, and 10 GHz Terminals and Repeaters	4	50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Air Line Systems	4	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Alarm Systems	4	0	\$ -	\$ -	\$ -	\$ -	\$-	\$-	\$-	\$-	
Base Stations (any band)	4	0	\$ -	\$ -	\$ -	\$-	\$ -	\$-	\$-	\$ -	
Battery Chargers, Single Bank Portable Radio	4	457	\$ -	\$ -	\$ -	\$-	\$ -	\$-	\$-	\$ -	
Battery Chargers/Conditioners, Six Bank Portable Radio	4	222	\$ -	\$ -	\$-	\$-	\$-	\$-	\$-	\$-	
Cables, EW63 Wave Guide	4	11	\$ -	\$ -	\$ -	\$ -	\$-	\$-	\$ -	\$ -	
Cables, Heliax Foam 1/2", 7/8" and 1-5/8"	4	194	\$ -	\$ -	\$ -	\$ -	\$-	\$-	\$-	\$-	
Channel Ends Analog	4	142	\$ -	\$ -	\$ -	\$ -	\$-	\$-	\$-	\$-	
Channel Ends Digital	4	19	\$ -	\$ -	\$ -	\$ -	\$-	\$-	\$-	\$ -	
Consoles (various types)	4	120	\$ -	\$ -	\$ -	\$ -	\$-	\$-	\$-	\$-	

		Estimated Monthly Quantity		Corrective Maintenance (performed in the field) Enter a monthly charge per unit in each service level box:								
	Service Level			Corrective maintenance includes one (1) annual preventative maintenance and all corrective maintenance.								
Equipment			SERVICE I 1 6 HOUR 24 hr b	lS on	SERVICE LEVEL 2 24 HOURS on 24 hr basis	SERVICE LEVEL 3 72 HOURS on 24 hr basis	SERVICE LEVEL 4 1 BUS DAY on business hr basis	SERVICE LEVEL 5 2 BUS DAY on business hr basis	SERVICE LEVEL 6 3 BUS DAY on business hr basis	SERVICE LEVEL 7 5 BUS DAY on business hr basis	Total Monthly Maintenance Cost	
Consoles, Zetron	2	0	\$	-	\$ -	\$ -	\$ -	\$-	\$ -	\$ -	\$-	
Consolettes, Multiband APX 7500	4	80	\$	-	\$-	\$ -	\$ -	\$ -	\$ -	\$-	\$ -	
Control stations, 800MHz	4	75	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$-	\$ -	
Control stations, 800MHz	5	80	\$	-	\$ -	\$ -	\$ -	\$-	\$ -	\$ -	\$ -	
Desksets, MCD 2500	4	20	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Desksets, MCD 5000	4	80	\$	-	\$ -	\$-	\$ -	\$-	\$ -	\$ -	\$-	
Equipment Shelters	6	0	\$	-	\$ -	\$ -	\$ -	\$-	\$ -	\$ -	\$-	
High Band Antenna System	4	64	\$	-	\$ -	\$-	\$ -	\$-	\$ -	\$ -	\$-	
Generators 4 KW	1	14	\$	-	\$-	\$-	\$ -	\$-	\$ -	\$ -	\$ -	
Generators 20 KW	1	21	\$	-	\$-	\$-	\$ -	\$-	\$ -	\$ -	\$-	
Generators 40 KW	1	16	\$	-	\$-	\$-	\$ -	\$-	\$ -	\$ -	\$ -	
Lighting And Painting Antenna Structures	6	22	\$	-	\$-	\$-	\$ -	\$-	\$ -	\$ -	\$ -	
Logging Recorders (Eventide)	2	65	\$	-	\$-	\$ -	\$ -	\$-	\$ -	\$ -	\$ -	
Logging Recorder, Audio, Mercom	2	0	\$	-	\$-	\$ -	\$ -	\$-	\$ -	\$ -	\$ -	
Mobile Office (Laptop, Docking Station, Printer, Air Card, Antennas,	4	0										
and associated cabling.	4	0	\$	-	\$-	\$ -	\$ -	\$-	\$ -	\$ -	\$ -	
Motorcycle Radios	5	0	\$	-	\$-	\$ -	\$ -	\$-	\$ -	\$ -	\$ -	
Mux Translators (Various Manufacturers, (Alcatel, Harris, RAD and	2	0										
Adtran)	2	0	\$	-	\$-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Radios, Microwave (40 links of various manufacturers, Exalt, Proxim,	2	0										
Motorola, Telesciences, and Alcatel)	2	0	\$	-	\$ -	\$ -	\$ -	\$-	\$ -	\$ -	\$ -	
Radios, Mobile, 800MHz (M803)	7	168	\$	-	\$-	\$-	\$ -	\$-	\$ -	\$ -	\$-	
Radios, Mobile, 800MHz VTAC, Repeater	5	0	\$	-	\$-	\$ -	\$ -	\$-	\$ -	\$ -	\$ -	
Radios, Mobile, Single Band	4	20	\$	-	\$-	\$-	\$ -	\$-	\$ -	\$ -	\$-	
Radios, Mobile, Single Band with Repeater	4	20	\$	-	\$-	\$-	\$ -	\$-	\$ -	\$ -	\$-	
Radios, Mobile, Dual Band	4	1815	\$	-	\$-	\$-	\$ -	\$-	\$ -	\$ -	\$-	
Radios, Mobile, Dual Band with Repeater	4	1447	\$	-	\$-	\$-	\$ -	\$-	\$ -	\$ -	\$-	
Radios, Mobile, All Band	4	15	\$	-	\$-	\$-	\$ -	\$-	\$ -	\$ -	\$-	
Radios, Mobile, All Band with Repeater	4	15	\$	-	\$-	\$ -	\$ -	\$-	\$ -	\$ -	\$-	
Radios, Portable, 800MHz	4	10	\$	-	\$-	\$-	\$ -	\$-	\$ -	\$ -	\$ -	
Radios, Portable, Single Band (any 1 band)	7	20	\$	-	\$ -	\$ -	\$ -	\$-	\$ -	\$ -	\$-	
Radios, Portable, Dual Band (any 2 Bands)	7	104	\$	-	\$ -	\$-	\$ -	\$-	\$ -	\$ -	\$-	
Radios, Portable, All-Band (3+ Bands)	7	1731	\$	-	\$ -	\$-	\$ -	\$-	\$ -	\$ -	\$-	
Shelf, DDI/DCB	4	14	\$	-	\$ -	\$-	\$ -	\$-	\$ -	\$ -	\$-	
Shelf, Multiplex M12/M13	4	11	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Siren with Speaker, Mobile Electronic	4	160	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Strobe Lighting For Antenna Structures	6	10	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Telestar Terminal	4	11	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Tellabs 4W/2W Bridge Cards	1	0	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Access Multiplex E&M Cards (750/1500)	1	5	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Video Recorder, Mobile	6	1175	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$-	
Voting Control Systems, JPS	2	0	\$	-	\$ -	\$-	\$-	\$-	\$ -	\$ -	\$-	
Voting Selector Shelf	2	0	\$	-	\$ -	\$-	\$-	\$ -	\$ -	\$ -	\$-	

Corrective Maintenance for non-Warrantied Items Note: These prices are to be for Equipment that is not covered under OEM warranty.										
					(	Corrective Maintenan performed in the field charge per unit in eac	l)			
				Corrective maintena	nce includes one (1) a	nnual preventative m	aintenance and all co	rrective maintenance.		
Equipment	Service Level	Estimated Monthly Quantity	SERVICE LEVEL 1 6 HOURS on 24 hr basis	SERVICE LEVEL 2 24 HOURS on 24 hr basis	SERVICE LEVEL 3 72 HOURS on 24 hr basis	SERVICE LEVEL 4 1 BUS DAY on business hr basis	SERVICE LEVEL 5 2 BUS DAY on business hr basis	SERVICE LEVEL 6 3 BUS DAY on business hr basis	SERVICE LEVEL 7 5 BUS DAY on business hr basis	Total Monthly Maintenance Cost
			<b>*</b>		•	•	•	•	•	<b>^</b>
4' Microwave Dish 6' Microwave Dish	4	53	\$-	\$ -	<u>\$</u> - \$-	\$ -	<u>\$</u> -	\$ - \$ -	<u>\$</u> - \$-	\$-
6 Microwave Dish 8' Microwave Dish	4	24	\$ - \$ -	<u>\$</u> - \$-	Ψ	\$ - \$ -	<u>\$</u> - \$-	φ -	<del>.</del>	\$ - \$ -
12' Microwave Dish	4	3	s -		÷	\$ - \$ -	\$ - \$ -	÷	<u> </u>	s -
2 GHz Combiners	4	5	• -	s -	\$ - \$ -	э - \$ -	s -	\$ - \$ -	s -	s -
2 GHz Combiners 2 GHz Base Band Amplifiers	4	1	թ - «	s -	- ج -	э - \$ -	s -	з - \$	s -	s -
2 GHz Base Band Ampiniers 2 GHz, 6 GHz, and 10 GHz Terminals and Repeaters	4	12	\$ - \$ -	<u> </u>	\$ - \$ -	\$ - \$ -		s -	s -	<u> </u>
Air Line Systems	4	0	<del>\$</del> -	\$ - \$ -	\$ - \$ -	ş - \$ -	\$ - \$ -	ş - \$ -	\$ - \$ -	\$ - \$
Alarm Systems	4	168	\$ -	\$ -	\$ -	\$ -	\$ \$	\$ -	\$ \$	\$ -
Base Stations (any band)	4	217	\$-	\$ -	\$ -	\$-	\$ -	\$ -	\$ -	\$ -
Battery Chargers, Single Bank Portable Radio	4	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Battery Chargers/Conditioners, Six Bank Portable Radio	4	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cables, EW63 Wave Guide	4	3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cables, Heliax Foam 1/2", 7/8" and 1-5/8"	4	57	\$-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Channel Ends Analog	4	36	\$-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Channel Ends Digital	4	5	\$ -	\$ -	\$ -	\$ -	\$-	\$ -	\$-	\$ -
Console (various types)	4	21	\$-	\$ -	\$ -	\$ -	\$-	\$-	\$-	\$ -

						(	Corrective Maintenan (performed in the field charge per unit in eac	<b>1</b> )			-
	Service Level	Estimated Monthly Quantity			Corrective maintena	nce includes one (1) a	nnual preventative m	aintenance and all co	rrective maintenance		
Equipment			SERVICE I 1 6 HOUR 24 hr ba	S on	SERVICE LEVEL 2 24 HOURS on 24 hr basis	SERVICE LEVEL 3 72 HOURS on 24 hr basis	SERVICE LEVEL 4 1 BUS DAY on business hr basis	SERVICE LEVEL 5 2 BUS DAY on business hr basis	SERVICE LEVEL 6 3 BUS DAY on business hr basis	SERVICE LEVEL 7 5 BUS DAY on business hr basis	Total Monthly Maintenance Cost
Consoles, Zetron	2	0	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consolettes, Multiband APX 7500	5	0	\$	-	\$-	\$ -	\$ -	\$-	\$-	\$-	\$-
Control stations, 800MHz	1	35	\$	-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
Control stations, 800MHz	5	40	\$	-	\$-	\$ -	\$ -	\$-	\$-	\$-	\$ -
Desksets, MCD 2500	5	15	\$	-	\$-	\$-	\$ -	\$-	\$-	\$-	\$-
Desksets, MCD 5000	4	0	\$	-	\$-	\$ -	\$-	\$-	\$ -	\$-	\$ -
Equipment Shelters	6	160	\$	-	\$-	\$ -	\$ -	\$-	\$-	\$-	\$-
High Band Antenna Sys	4	43	\$	-	\$-	\$ -	\$ -	\$-	\$-	\$-	\$-
Generators 4 KW	1	66	\$	-	\$-	\$-	\$ -	\$-	\$ -	\$-	\$-
Generators 20 KW	4	13	\$	-	\$-	\$ -	\$ -	\$-	\$-	\$-	\$-
Generators 40 KW	4	0	\$	-	\$ -	\$ -	\$ -	\$-	\$ -	\$-	\$ -
Lighting And Painting Antenna Structures	6	6	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Logging Recorders (Eventide)	2	16	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Logging Recorder, Audio, Mercom	2	0	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mobile Office (Laptop, Docking Station, Printer, Air Card, Antennas, and associated cabling.	4	69	¢		¢	\$ -	\$ -	¢	2	\$ -	s -
Motorcycle Radios	5	0	\$	-	<u> </u>	\$ -	\$ - \$	s -	\$ -	ş - \$ -	\$ - \$
Mux Translators (Various Manufacturers, (Alcatel, Harris, RAD and	-		Ψ	-	φ -	φ -	φ -	φ -	φ -	φ -	φ -
Adtran)	2	0	\$	_	\$	s -	\$	\$	s -	\$	s -
Radios, Microwave (40 links of various manufacturers, Exalt, Proxim,			φ	-	<b>у</b> -	φ -	- э́	- پ	- ¢	- پ	- э́
Motorola, Telesciences, and Alcatel)	2	0	¢		¢	s -	s -	s -	s -	s -	\$ -
Radios, Mobile, 800MHz (M803)	7	132	\$	-	<u> </u>	\$ - \$ -	ş - \$ -	ş - \$ -	ş - \$ -	ş - \$ -	ş - \$ -
Radios, Mobile, 800MHz (M805) Radios, Mobile, 800MHz VTAC, Repeater	5	0	\$		<u> </u>						
Radios, Mobile, Single Band	4	0	\$		<u> </u>		\$ - \$ -	s -	\$ - \$ -	s -	
	4	0	\$	-	<u> </u>		- <del>-</del>		- <del>-</del>		
Radios, Mobile, Single Band with Repeater Radios, Mobile, Dual Band	4	0	\$	-	<u> </u>	\$ - \$ -	<del>\$</del> - \$-	<u>\$</u> - \$-	<u>\$</u> - \$-	\$ - \$ -	<del>\$ -</del> \$ -
Radios, Mobile, Dual Band Radios, Mobile, Dual Band with Repeater	4	0	\$	-	<u> </u>	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -
Radios, Mobile, All Band	4	0	\$ \$	-	<u> </u>		\$ - \$ -	s -	\$ - \$ -	s -	\$ - \$
Radios, Mobile, All Band with Repeater	4	0	\$	-	<u> </u>	\$ - \$ -	s -	s -	s -	<u> </u>	\$ - \$
Radios, Mobile, Ali Balid with Repeater Radios, Portable, 800MHz	6	0	9	-	<u> </u>	Ŷ	Ψ		<del>3</del> - \$ -		
Radios, Portable, SooMHZ Radios, Portable, Single Band (any 1 band)	7	0	\$ \$	-	<u> </u>	<u>\$</u> - \$-	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -
Radios, Portable, Single Band (any 1 Band) Radios, Portable, Dual Band (any 2 Bands)	7	0	\$		<u> </u>	\$ - \$ -	s -	s -	s -		5 - \$ -
	7	0	\$	-	<u> </u>	\$ - \$ -	s -	s - s -	\$ - \$ -	\$ - \$ -	\$ - \$
Radios, Portable, All-Band (3+ Bands) Shelf, DDI/DCB	4	4	\$	-	<u> </u>	\$ - \$ -	s - s -	\$ - \$ -	s -	\$ - \$ -	\$ - \$ -
Shelf, Multiplex M12/M13	4	3	\$	-	<u> </u>	\$ - \$ -		\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$
Siren with Speaker, Mobile Electronic	4	40	\$		<u> </u>						<del>\$</del> -
Strobe Lighting For Antenna Structures	6	2	\$			<del>-</del> \$-	\$ \$	<u> </u>	<del>3</del> - \$ -	<u> </u>	<del>3</del> - \$ -
Telestar Terminal	4	3	\$ \$	-	<u> </u>	\$ - \$ -	s -	s -	\$ - \$ -	s -	\$ - \$
Tellabs 4W/2W Bridge Cards	4	0	\$		<u> </u>	\$ - \$ -	\$ - \$ -	s -	s -		\$ - \$
	1	1	\$		7	\$ - \$ -	\$ - \$ -		<b></b>		
Total Access Multiplex E&M Cards (750/1500) Video Recorder, Mobile	6	225	\$	-	<u>\$</u> - \$-	\$ - \$ -	s -	\$ - \$ -			
			Ŧ	-	<b>ə</b> -	Ŧ	- <del>-</del>		- <del>-</del>		
Voting Control Systems, JPS	2	0	\$ \$	-	<b>3</b> -	\$ - \$ -	<u>\$</u> - \$-	\$ -	\$ - \$ -	\$ - \$ -	\$ -
Voting Selector Shelf	2	0	Ф	-	\$ -	φ -	<b>ф</b> -	\$ -	\$ -	\$ -	\$ -

# **Preventative Maintenance**

# Note: These maintenance services are to be performed in the field.

Equipment	Estimated Yearly Quantity	Cost Per Unit Performed In The Field	Total Yearly Maintenance
4' Microwave Dish	0	\$ -	\$ -
6' Microwave Dish	0	\$ -	\$ -
8' Microwave Dish	0	\$ -	\$ -
12' Microwave Dish	0	\$ -	\$ -
2 GHz Combiners	0	\$ -	\$ -
2 GHz Base Band Amplifiers	5	\$ -	\$ -
2 GHz, 6 GHz, and 10 GHz Terminals and Repeaters	50	\$ -	\$ -
Air Line Systems	1	\$ -	\$ -
Alarm Systems	0	\$ -	\$ -
Base Stations (any band)	0	\$ -	\$ -
Battery Chargers, Single Bank Portable Radio	0	\$ -	\$ -
Battery Chargers/Conditioners, Six Bank Portable Radio	0	\$ -	\$ -
Cables, EW63 Wave Guide	11	\$ -	\$ -
Cables, Heliax Foam 1/2", 7/8" and 1-5/8"	194	\$ -	\$ -
Channel Ends Analog	142	\$ -	\$ -
Channel Ends Digital	19	\$ -	\$ -
Consoles (various types)	120	\$ -	\$ -

# Expirit Bix Re, cuest for Birppaals

Equipment	Estimated Yearly Quantity	Cost Per Unit Performed In The Field	Total Yearly Maintenance
Consoles, Zetron	0	\$ -	\$ -
Consolettes, Multiband APX 7500	30	\$ -	\$ -
Control stations	155	\$ -	\$ -
Desksets, MCD 2500	5	\$ -	\$ -
Desksets, MCD 5000	60	\$ -	\$ -
Equipment Shelters	0	\$ -	\$ -
High Band Antenna System	64	\$ -	\$ -
Generators 4 KW	0	\$ -	\$ -
Generators 20 KW	0	\$ -	\$ -
Generators 40 KW	0	\$ -	\$ -
Lighting And Painting Antenna Structures	22	\$ -	\$ -
Logging Recorders (Eventide)	65	\$ -	\$ -
Logging Recorder, Audio, Mercom	0	\$ -	\$ -
Mobile Office (Laptop, Docking Station, Printer, Air Card, Antennas,	0		
and associated cabling.	0	\$ -	\$ -
Motorcycle Radios	0	\$ -	\$ -
Mux Translators (Various Manufacturers, (Alcatel, Harris, RAD and	0		
Adtran)	0	\$ -	\$ -
Radios, Microwave (40 links of various manufacturers, Exalt, Proxim,	0		
Motorola, Telesciences, and Alcatel)	0	\$ -	\$ -
Radios, Mobile, 800MHz (M803)	168	\$ -	\$ -
Radios, Mobile, 800MHz VTAC, Repeater	0	\$ -	\$ -
Radios, Mobile, Single Band	0	\$ -	\$ -
Radios, Mobile, Single Band with Repeater	0	\$ -	\$ -
Radios, Mobile, Dual Band	0	\$ -	\$ -
Radios, Mobile, Dual Band with Repeater	0	\$ -	\$ -
Radios, Mobile, All Band	0	\$ -	\$ -
Radios, Mobile, All Band with Repeater	0	\$ -	\$ -
Radios, Portable, 800MHz	0	\$ -	\$ -
Radios, Portable, Single Band (any 1 band)	0	\$ -	\$ -
Radios, Portable, Dual Band (any 2 Bands)	0	\$ -	\$ -
Radios, Portable, All-Band (3+ Bands)	0	\$ -	\$ -
Shelf, DDI/DCB Preventative Maintei	14	\$ -	\$ -

# Expident Bix Reg curst for Birrppaals

Equipment	Estimated Yearly Quantity	Cost Per Unit Performed In The Field	Total Yearly Maintenance
Shelf, Multiplex M12/M13	11	\$ -	\$ -
Siren with Speaker, Mobile Electronic	160	\$ -	\$ -
Strobe Lighting For Antenna Structures	10	\$ -	\$ -
Telestar Terminal	11	\$ -	\$ -
Tellabs 4W/2W Bridge Cards	0	\$ -	\$ -
Total Access Multiplex E&M Cards (750/1500)	5	\$ -	\$ -
Video Recorder, Mobile	1175	\$ -	\$ -
Voting Control Systems, JPS	0	\$ -	\$ -
Voting Selector Shelf	0	\$ -	\$ -
Remote Site Maintenance	0	\$ -	\$ -

	Vehicle Services					
	Item	Estimated Quantity (ASC)	Cost Per Unit: (ASC)	Estimated Quantity (Field)	Cost Per Unit: (Field)	Total Service Co
	Trunk Mounted Radio - Single Band (siren, PA, foot switch, cabling, and antenna, control head,	5	•	5		\$-
	mounting console) Trunk Mounted Radio - Single Band (repeater, siren, PA, foot switch, cabling, and antenna,	5	<u>\$</u>	10	<u>\$ -</u>	\$ -
	control head, mounting console) Trunk Mounted Radio - Dual- Band (siren, PA, foot switch, cabling, and antenna, control head,	20	\$ -	5	<u>\$</u> -	s -
	mounting console) Trunk Mounted Radio - Dual- Band (repeater, siren, PA, foot switch, cabling, and antenna,	20	\$ -	5	\$ -	\$ -
	control head, mounting console) Trunk Mounted Radio - 800 MHz VTAC (repeater, combiner) cabling, programming, antenna	850	\$ -	5	\$ -	\$ -
	(800 MHz/GPS) and control head. May share Siren/PA and control head with VHF radio. Trunk Mounted Radio - 800 MHz mobile, cabling, programming, antenna (800 MHz/GPS), and		\$-		\$-	
	control head. May share Siren/PA and control head with VHF radio. Dash Mounted Radio - Single Band (siren, PA, foot switch, cabling, and antenna, control head,	20	\$-	5	\$-	\$
FLEET CHANGEOVER	Dash Mounted Radio - Single Band (repeater, siren, PA, foot switch, cabling, and antenna, control nead, mounting console) Dash Mounted Radio - Single Band (repeater, siren, PA, foot switch, cabling, and antenna,	5	\$-	5	\$ -	\$
(REMOVE / RE-INSTALL) (FLAT RATE CHARGE PER VEHICLE)	control head, mounting console)	10	\$-	10	\$ -	\$
5 cars or greater at 1 location	Dash Mounted Radio - Dual- Band (siren, PA, foot switch, cabling, and antenna, control head, mounting console)	5	\$-	5	\$-	\$
	Dash Mounted Radio - Dual- Band (repeater, siren, PA, foot switch, cabling, and antenna, control head, mounting console)	5	\$ -	5	\$ -	\$
	Dash Mounted Radio - 800 MHz mobile, cabling, programming, antenna (800 MHz/GPS), and control head. May share Siren/PA and control head with VHF radio.	2	\$ -	5	s -	\$
	Light bar	450	\$ -	5	\$ -	\$
	CB radio and antenna		\$ -		\$ -	\$
	Custom control head mount (glove box, under seat)	5	<u> </u>		<u> </u>	\$
	Disguised antenna (manufacturer's replica)	5	<u> </u>		<u> </u>	\$
	Extended microphone (away from control head)	5	<u> </u>		<u> </u>	\$
	Mobile Video Recorder (Kustom Eyewitness)				<u> </u>	\$
		430				\$ \$
	Radius Type GM300 Mobile Office Suite: Includes Laptop computer with 2.4 GHz wireless LAN card & antenna,	3	\$ -	5	\$ -	\$
	programming, Printer and Bar Code scanner	450	\$-	5	\$ -	\$
	Trunk Mounted Radio - Single Band (siren, PA, foot switch, cabling, and antenna, control head, mounting console)	5	\$-	5	\$-	\$
	Trunk Mounted Radio - Single Band (repeater, siren, PA, foot switch, cabling, and antenna, control head, mounting console)	5	\$ -	5	\$ -	\$
	Trunk Mounted Radio - Dual- Band (siren, PA, foot switch, cabling, and antenna, control head, mounting console)	10	<u>-</u> s	5	\$	\$
	Trunk Mounted Radio - Dual- Band (repeater, siren, PA, foot switch, cabling, and antenna, control head, mounting console)	10	\$	5	\$ -	\$
	Trunk Mounted Radio - 800 MHz VTAC (repeater, combiner) cabling, programming, antenna	100	Ŷ	50	Ŷ	\$
	(800 MHz/GPS) and control head. May share Siren/PA and control head with VHF radio.	100	\$-	50	\$-	Ψ
	Trunk Mounted Radio - 800 MHz mobile, cabling, programming, antenna (800 MHz/GPS), and control head. May share Siren/PA and control head with VHF radio.	5	\$-	5	\$-	\$
FLEET INSTALLATION	Dash Mounted Radio - VHF or UHF (repeater, siren, PA, foot switch, cabling, and antenna, control head, mounting console)	5	\$-	5	\$ -	\$
(FLAT RATE CHARGE PER VEHICLE)	Dash Mounted Radio - Single Band (repeater, siren, PA, foot switch, cabling, and antenna, control head, mounting console)	10	\$ -	5	\$ -	\$
5 cars or greater at 1 location	Dash Mounted Radio - Dual- Band (siren, PA, foot switch, cabling, and antenna, control head, mounting console)	10	\$ -	5	\$ -	\$
	Dash Mounted Radio - Dual- Band (repeater, siren, PA, foot switch, cabling, and antenna, control head, mounting console)	10	<u> </u>	5	<u> </u>	\$
	Dash Mounted Radio - 800 MHz mobile, cabling, programming, antenna (800 MHz/GPS), and	5	Ŷ	10	-	\$
	control head. May share Siren/PA and control head with VHF radio.		\$ -		<u>\$</u> -	
	CB radio and antenna	5	\$ -		<u>\$</u> -	\$
	Custom control head mount (glove box, under seat)		\$ -		<u>\$</u> -	\$ \$
	Disguised antenna (manufacturer's replica) Extended microphone (away from control head)-	5	\$ -	5	\$-	\$

	Item	Estimated Quantity (ASC)	Cost Per Unit: (ASC)	Estimated Quantity (Field)	Cost Per Unit: (Field)	Total Service Cost
	Light bar	50	\$-	10	\$ -	\$-
	Mobile Video Recorder (Kustom Eyewitness)	50	\$ -	5	\$ -	\$ -
	Radius Type GM300	5	\$ -	5	\$ -	\$-
	Mobile Office Suite: Includes Laptop computer with 2.4 GHz wireless LAN card & antenna,	50	\$ -	5	s -	\$ -
	programming, Printer and Bar Code scanner Trunk Mounted Radio - Single Band (siren, PA, foot switch, cabling, and antenna, control head,		\$-		ə -	
	I runk Mounted Radio - Single Band (siren, PA, foot switch, cabling, and antenna, control head, mounting console)	5	\$	5	\$ _	\$ -
	Trunk Mounted Radio - Single Band (repeater, siren, PA, foot switch, cabling, and antenna, control head, mounting console)	5	\$ -	5	\$ -	\$-
	Trunk Mounted Radio - Dual- Band (siren, PA, foot switch, cabling, and antenna, control head, mounting console)	5	\$ -	5	\$ -	\$ -
	Trunk Mounted Radio - Dual- Band (repeater, siren, PA, foot switch, cabling, and antenna,	5	Ŷ	5	Ŷ	\$ -
	control head, mounting console)		\$-		\$ -	Ψ
	Trunk Mounted Radio - 800 MHz VTAC (repeater, combiner) cabling, programming, antenna (800 MHz/GPS) and control head. May share Siren/PA and control head with VHF radio.	15	\$-	10	\$-	\$-
	Trunk Mounted Radio - 800 MHz mobile, cabling, programming, antenna (800 MHz/GPS), and control head. May share Siren/PA and control head with VHF radio.	5	s -	5	\$ -	\$-
	Dash Mounted Radio - VHF or UHF (repeater, siren, PA, foot switch, cabling, and antenna, control head, mounting console)	5	\$ -	5	\$ -	\$-
FLEET REMOVAL (FLAT RATE CHARGE PER VEHICLE)	Dash Mounted Radio - Single Band (repeater, siren, PA, foot switch, cabling, and antenna,	5	÷	5	\$ -	\$-
5 cars or greater at 1 location	control head, mounting console) Dash Mounted Radio - Dual- Band (siren, PA, foot switch, cabling, and antenna, control head,	5	-	5	-	\$-
U U	mounting console) Dash Mounted Radio - Dual- Band (repeater, siren, PA, foot switch, cabling, and antenna, control	5	\$-	5	\$-	\$ -
	head, mounting console) Dash Mounted Radio - 800 MHz mobile, cabling, programming, antenna (800 MHz/GPS), and		\$-		\$-	
	control head. May share Siren/PA and control head with VHF radio.	5	\$-	5	\$ -	\$ -
	CB radio and antenna	15	\$-	5	\$-	\$-
	Custom control head mount (glove box, under seat)	0	\$-	5	\$ -	\$-
	Disguised antenna (manufacturer's replica)	0	\$-	5	\$ -	\$ -
	Extended microphone (away from control head)	0	\$-	5	\$ -	\$-
	Light bar	15	\$-	5	\$-	\$-
	Mobile Video Recorder (Kustom Eyewitness)	15	\$-	5	\$-	\$-
	Radius Type GM300	2	\$-	5	\$ -	\$-
	Mobile Office Suite: Includes Laptop computer with 2.4 GHz wireless LAN card & antenna, programming, Printer and Bar Code scanner	10	\$ -	10	\$ -	\$-
	Trunk Mounted Radio - Single Band (siren, PA, foot switch, cabling, and antenna, control head, mounting console)	55	\$ -	70	\$ -	\$-
	Trunk Mounted Radio - Single Band (repeater, siren, PA, foot switch, cabling, and antenna, control head, mounting console)	5	\$ -	5	\$ -	\$ -
	Trunk Mounted Radio - Dual- Band (siren, PA, foot switch, cabling, and antenna, control head, mounting console)	5	\$ -	5	\$ -	\$-
	Trunk Mounted Radio - Dual- Band (repeater, siren, PA, foot switch, cabling, and antenna,	10	\$ -	5	\$ -	\$-
	control head, mounting console) Trunk Mounted Radio - 800 MHz VTAC (repeater, combiner) cabling, programming, antenna (con VII (CDR))	45	<del>ه -</del>	35	<u> </u>	\$-
	(800 MHz/GPS) and control head. May share Siren/PA and control head with VHF radio. Trunk Mounted Radio - 800 MHz mobile, cabling, programming, antenna (800 MHz/GPS), and	5	\$ -	5	Ψ	\$ -
	control head. May share Siren/PA and control head with VHF radio. Dash Mounted Radio - VHF or UHF (repeater, siren, PA, foot switch, cabling, and antenna,	10	\$ -	15	\$ -	\$ -
INSTALLATION (FLAT RATE CHARGE PER VEHICLE)	control head, mounting console) Dash Mounted Radio - Single Band (repeater, siren, PA, foot switch, cabling, and antenna,	5	\$-	5	\$-	\$ -
	control head, mounting console) Dash Mounted Radio - Dual- Band (siren, PA, foot switch, cabling, and antenna, control head,		\$-		\$-	
Less than 5 cars at 1 location	mounting console) Dash Mounted Radio - Dual- Band (repeater, siren, PA, foot switch, cabling, and antenna, control	5	\$-	5	\$-	\$-
	head, mounting console) Dash Mounted Radio - 800 MHz mobile, cabling, programming, antenna (800 MHz/GPS), and	5	\$-	5	\$-	\$-
	control head. May share Siren/PA and control head with VHF radio.	10	\$ -	15	<u>\$</u> -	\$ -
	CB radio and antenna	5	\$ -	10	\$-	\$ -
	Custom control head mount (glove box, under seat)	5	\$ -	5	\$-	\$ -
	Disguised antenna (manufacturer's replica)	5	\$-	5	\$ -	\$-

	Item	Estimated Quantity (ASC)	Cost Per Unit: (ASC)	Estimated Quantity (Field) Cost Per Unit: (Field)		Total Service Cost	
	Extended microphone (away from control head)	5	\$ -	5	\$-	\$-	
	Light bar	60	\$-	60	\$-	\$-	
	Mobile Video Recorder (Kustom Eyewitness)	20	\$-	10	\$-	\$-	
	Radius Type GM300	5	\$ -	5	\$-	\$-	
	Mobile Office Suite: Includes Laptop computer with 2.4 GHz wireless LAN card & antenna,	15		5		s -	
	programming, Printer and Bar Code scanner	15	\$ -	5	\$-	<b>р</b> –	
	Trunk Mounted Radio - Single Band (siren, PA, foot switch, cabling, and antenna, control head, mounting console)	50	\$-	100	\$-	\$-	
	Trunk Mounted Radio - Single Band (repeater, siren, PA, foot switch, cabling, and antenna, control head, mounting console)	5	\$-	5	\$-	\$-	
	Trunk Mounted Radio - Dual- Band (siren, PA, foot switch, cabling, and antenna, control head, mounting console)	10	\$-	5	\$-	\$-	
	Trunk Mounted Radio - Dual- Band (repeater, siren, PA, foot switch, cabling, and antenna, control head, mounting console)	10	\$-	5	\$-	\$-	
	Trunk Mounted Radio - 800 MHz VTAC (repeater, combiner) cabling, programming, antenna (800 MHz/GPS) and control head. May share Siren/PA and control head with VHF radio.	45	\$-	100	\$-	\$-	
	Trunk Mounted Radio - 800 MHz mobile, cabling, programming, antenna (800 MHz/GPS), and control head. May share Siren/PA and control head with VHF radio.	25	\$-	5	\$-	\$-	
REMOVAL (FLAT RATE CHARGE PER	Dash Mounted Radio - VHF or UHF (repeater, siren, PA, foot switch, cabling, and antenna, control head, mounting console)	5	\$-	5	\$-	\$-	
VEHICLE)	Dash Mounted Radio - Single Band (repeater, siren, PA, foot switch, cabling, and antenna, control head, mounting console)	5	\$-	5	\$-	\$-	
Less than 5 cars at 1 location	Dash Mounted Radio - Dual- Band (siren, PA, foot switch, cabling, and antenna, control head, mounting console)	5	\$-	5	\$-	\$-	
	Dash Mounted Radio - Dual- Band (repeater, siren, PA, foot switch, cabling, and antenna, control head, mounting console)	5	\$-	5	\$-	\$-	
	Dash Mounted Radio - 800 MHz mobile, cabling, programming, antenna (800 MHz/GPS), and control head. May share Siren/PA and control head with VHF radio.	5	\$-	5	\$-	\$-	
	CB radio and antenna	5	\$-	15	\$-	\$-	
	Custom control head mount (glove box, under seat)	5	\$ -	5	\$-	\$ -	
	Disguised antenna (manufacturer's replica)	5	\$-	5	\$-	\$ -	
	Extended microphone (away from control head)	5	\$-	5	\$-	\$ -	
	Light bar	60	\$ -	100	\$-	\$ -	
	Mobile Video Recorder (Kustom Eyewitness)	20	\$-	50	\$-	\$ -	
	Radius Type GM300	5	\$-	5	\$-	\$-	
	Mobile Office Suite: Includes Laptop computer with 2.4 GHz wireless LAN card & antenna, programming, Printer and Bar Code scanner	5	\$-	35	\$-	\$-	

Additional Services						
	Item	Estimated Quantity	Cost	Total Service Cost		
AGENCY MEETINGS (beyond the mandated specified meetings stated in Section VI.D. Meetings	Additional agency meetings at Agency location, as required.		\$-	\$ -		
of the Technical Submittal)	Additional Project Control Report, as required.		\$ -	\$-		
ENGINEERING SERVICES			(work order at time of need)			
ADDITIONAL SERVICES			(work order at time of need)			

Flat Fee Repairs							
Equipment	EquipmentEstimated YearlyFixed Cost perQuantity of Repairs						
	Portables:						
Portable, single band	4,000	\$ -	0.00				
Portable, dual band	4,000	\$ -	0.00				
Portable, all band	4,000	\$ -	0.00				
Mobiles:							
Mobile, single band	5,000	\$ -	0.00				
Mobile, dual band	5,000	\$ -	0.00				
Mobile, all band	5,000	\$ -	0.00				
	Control Statior	าร:					
Control station, single band	200	\$ -	0.00				
Control station, dual band	200	\$ -	0.00				
Control station, all band	200	\$ -	0.00				
	Desksets:						
Remote deskset, digital (advanced)	300	\$ -	0.00				
Remote deskset, tone remote (basic)	300	\$ -	0.00				
	Repeater:						
Vehicular Repeater (basic)	500	\$ -	0.00				
Vehicular Repeater (advanced)	2,500	\$ -	0.00				

Rate Card Services						
Service Type	Estimated Hours	Hourly Service Rates	Total Hourly Cost			
Regular Service	10,000	\$ -	\$-			
Travel Time	10,000	\$ -	\$-			
Tower Repair/Service	5	\$ -	\$-			
Electrical Service	10	\$ -	\$-			
Radio Direction Finding/Interference	5	\$ -	\$-			
Cable Installation Service	10	\$ -	\$-			
Carpentry Services	5	\$ -	\$ -			
Propagation (30-950 MHz) Study	5	\$ -	\$ -			
Propagation Microwave Path Study	5	\$ -	\$ -			
Microwave Coordination Service	5	\$ -	\$ -			
Prior Coordination Notice	5	\$ -	\$ -			
Each Additional Path	5	\$ -	\$ -			
Concrete Construction (shelter/tower)	5	\$ -	\$ -			
Prototype installation and engineer evaluation for mobile radios	5	\$ -	\$ -			
Training (PSP technical staff)	5	\$ -	\$ -			
(Re)Programming	250	\$ -	\$ -			

Cost on Equipment/Parts	Estimated Yearly	Mark-up %	Estimated Spend
	Parts/Equipment	(maximum 10%)	with Mark-up
Mark-up on Equipment/Parts above Offeror's cost (maximum of 10%)	\$ 1,000,000.00	0%	\$ 1,000,000.00

# Exhibit B, Request for Proposals Appendix C, Dedicated Contacts

Dedicated Contacts							
	Contact Name	Contact Email	Contact Phone				
Account Manager:							
Service Manager:							
Support Number:							

Appendix D, Equipment Inventory

#### **Equipment Inventory**

The following is provided to assist the Offeror in cost preparation. It is deemed an all-inclusive listing of legacy and 800 MHz radio equipment anticipated that Commonwealth agencies will include for contract maintenance, and is subject to change.

Please note that there is no Pa-STARNET equipment and infrastructure which is covered by warranty or existing contract in this contract presently, however, they may be included in the future.

included in the future.					
		STAT	'E POLICE		
ltem	Quantity	Service Level	Description	Location	
12' Microwave Dish 2 GHz	1	4	1Business day on bus hr basis	Statewide	
2 GHz Combiners	5	4	1Business day on bus hr basis	Statewide	
4' Microwave Dish 2 GHz	53	4	1Business day on bus hr basis	Statewide	
6' Microwave Dish 2 GHz	24	4	1Business day on bus hr basis	Statewide	
8' Microwave Dish 2 GHz	3	4	1Business day on bus hr basis	Statewide	
Alarm Systems	168	4	1Business day on bus hr basis	Statewide	
Channel Ends	178	4	1Business day on bus hr basis	Statewide	
Channel Ends Digital	24	4	1Business day on bus hr basis	Statewide	
Console (various types)	141	4	1Business day on bus hr basis	Statewide	
CS-803 Control Station, 800 MHz	188	1	6 hours on 24 basis	Statewide	
DDI/DCB Shelf	18	4	1Business day on bus hr basis	Statewide	
Equipment Shelter P1	2	6	3 Business days on bus hr basis	Statewide	
Equipment Shelters	160	6	3 Business days on bus hr basis	Statewide	
Eventide Audio Logging Recorder	81	2	24 Hours on 24 hr basis	Statewide	
EW63 Wave Guide Cable	14	4	1Business day on bus hr basis	Statewide	
Generators	66	1	6 hours on 24 basis	Statewide	
Generators	13	4	1Business day on bus hr basis	Statewide	
Heliax Foam Cable 1/2", 7/8" and 1-5/8"	251	4	1Business day on bus hr basis	Statewide	
High Band Antenna Sys	107	4	1Business day on bus hr basis	Statewide	
Lighting And Painting Antenna Structures	28	6	3 Business days on bus hr basis	Statewide	
M12/M13 Mutiplex Shelf	14	4	1Business day on bus hr basis	Statewide	
M-803 VTAC Mobile Radio Systems	2692	4	1Business day on bus hr basis	Statewide	
Maintenance For 2 GHz Base Band Amplifiers	6	4	1Business day on bus hr basis	Statewide	
Maintenance For 2, 6, and 10 GHz Terminal And	62	4	1Business day on bus hr basis	Statewide	
Repeater	1	4	1 Rusiness day on hus hr hasis	Ctatawida	
Maintenance For Air Line Systems Maintenance For Telestar Terminal	14	4	1Business day on bus hr basis	Statewide Statewide	
Mercom Audio logging Recorder	0	2	1Business day on bus hr basis 24 Hours on 24 hr basis	Statewide	
Mobile Electronic Siren w/ Speaker	200	4		Statewide	
· · ·		4 6	1Business days on bus hr basis		
Mobile Video Recorder	1400 0	5	3 Business days on bus hr basis 2 Business days on bus hr basis	Statewide Statewide	
Motorcycle Radios Motorola Base Station	107	4	1Business day on bus hr basis	Statewide	
Site Ground & Access Roads	90	4	1Business day on bus hr basis	Statewide	
	12	6	3 Business days on bus hr basis	Statewide	
Strobe Lighting For Antenna Structures	0	0	6 hours on 24 basis		
TELLABS 4W/2W Bridge 4W/2W Cards TELLABS 4W/2W Bridge 8 4W/2W Cards	0	1	6 hours on 24 basis	Statewide Statewide	
TELLABS 4W/2W Bridge 10 4W/2W Cards	0	1	6 hours on 24 basis	Statewide	
Total Access 1500 Multiplex	6	1	6 hours on 24 basis	Statewide	
Total Access 750 Multiplex 10 E&M Cards	0	1	6 hours on 24 basis	Statewide	
Total Access 750 Multiplex 10 E&M Cards	0	1	6 hours on 24 basis	Statewide	
Total Access 750 Multiplex 8 E&M Cards	0	1	6 hours on 24 basis	Statewide	
VHF Base Station	0	4	1Business day on bus hr basis	Statewide	
VHF Mobile Radios	2370	4 5	2 Business days on bus hr basis	Statewide	
	2370	J	2 Dusiness days on bus in basis	Statewide	

DEPARTMENT OF CORRECTIONS 800 MHz radio inventory only						
Item	Quantity	Service Level	Description	Location		
800MHz portable (P-800/801)	200	6	3 Business days on bus hr basis	Statewide (28 prisons)		
800MHz mobile (M803)	250	6	3 Business days on bus hr basis	Statewide (28 prisons)		

OFFICE OF ATTORNEY GENERAL 800 MHz radio inventory only						
Item	Quantity	Service Level	Description	Location		
800MHz portable	190	6	3 Business days on bus hr basis	Lemoyne		
800MHz mobile	360	6	3 Business days on bus hr basis	Philadelphia		
				Wilkes-Barre, State College		
				Huntingdon, Pittsburgh		
				Erie, Norristown		

Appendix D, Equipment Inventory

DEPARTMENT OF TRANSPORTATION 800 MHz radio inventory only					
Item	Quantity	Service Level	Description	Location	
None Reported	0	0	0	0	

PUBLIC UTILITIES COMMISSION 800 MHz radio inventory only						
Item	Quantity	Service Level	Description	Location		
800MHz mobile	45	2	24 Hours on 24 hr basis	Scranton*		
800MHz portable	12	2	24 Hours on 24 hr basis	Harrisburg*		
800MHz VTAC Mobile Radios	5	n/a	Time and Materials	Harrisburg, Scranton, Philadelphia, Pittsburgh		
				* However, PUC has field personnel Statewide		

DEPARTMENT OF HEALTH 800 MHz radio inventory only						
Item	Quantity	Service Level	Description	Location		
800MHz control station	250	n/a	Time and Materials	Statewide		
800MHz mobile	243	n/a	Time and Materials	Statewide		
800MHz portable	308	n/a	Time and Materials	Statewide		

GAME COMMISSION legacy radio and legacy infrastructure inventory							
Item	Location						
Harris 800 MHz control stations	6	2	24 Hours on 24 hr basis	One for each region for county interoperability			
Base stations, (GE and Motorola) to include a new base plus one	49	2	24 Hours on 24 hr basis	At an 800 statewide site in each region			
JPS Voting control systems	6	2	24 Hours on 24 hr basis	One for each region for county interoperability			
Zetron consoles	9	2	24 Hours on 24 hr basis	Two in some regions			
Mux Translators (Various OEMs, Alcatel, Harris, RAD and Adtran)	37	2	24 Hours on 24 hr basis	Statewide			
Channel Ends	60	2	24 Hours on 24 hr basis	Statewide			
Microwave Radios (40 links of various OEMs, Exalt, Proxim, Motorola, Telesciences, and Alcatel)	44	2	24 Hours on 24 hr basis	Statewide			
Voting Selector Shelf	6	2	24 Hours on 24 hr basis	One for each region for county interoperability			
Logging Recorders (Eventide)	6	2	24 Hours on 24 hr basis	One for each region for county interoperability			

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES					
Item	Quantity	Service Level	Description	Location	
800 MHz CS7000 Control Stations	98	5	2 Business days on bus hr basis	Statewide	
800 MHz 7300 Dash Mount Mobile Bases, Speaker, Power Supply mounted on board	246	7	5 Business Days	Statewide	
800 MHz CH721 Control Head	98	7	5 Business Days	Statewide	
CPI Remotes	400	7	5 Business Days	Statewide	
800 MHz M7300 Dashmount	300	7	5 Business Days	Statewide	
	225	6	3 Business Days	Statewide	
300 MHz M7200 Trunk Mount	1200	7	5 Business Days	Statewide	
300 MHz P7270 Portables	270	7	5 Business Days	Statewide	
/HF M7100 Mobiles	300	7	5 Business Days	Statewide	
/HF P7150 Portables	2100	7	5 Business Days	Statewide	
300 MHz 7300 Dash Mount, Speaker, Power Supply nounted in Pelican Case	17	7	5 Business Days	Statewide	
/HF Kenwood Mobiles Trunk Mount, Speaker, Power Supply mounted in Pelican Case	9	7	5 Business Days	Statewide	
300 MHZ 7300 Trunk Mount with Pyramid, Speaker, Power Supply, Fan mounted in Pelican Case	9	7	5 Business Days	Statewide	
Bendix King VHF Portables (GPH & DPH)	110	7	5 Business Days	Statewide	
JHF Mobiles (Variety)	22	7	5 Business Days	Statewide	
/HF Mobiles (Variety)	42	7	5 Business Days	Statewide	
ow-Band 30-50 MHz Mobiles (Variety)	38	7	5 Business Days	Statewide	
JHF Portables (Variety)	15	7	5 Business Days	Statewide	
ow-Band 30-50 MHz Portables (Variety)	12	7	5 Business Days	Statewide	

DEPARTMENT OF MILITARY AND VETERANS AFFAIRS							
Item Quantity Service Level Description Location							
MIP5000 Console	12	1	6 hours on 24 basis	Fort Indiantown Gap			
800MHz mobile (M803)	12	1	6 hours on 24 basis	Fort Indiantown Gap			
Eventide Nexlog 740 Recorder	12	1	6 hours on 24 basis	Fort Indiantown Gap			

Appendix E, Commonwealth Locations	5
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DCNR - BUREAU OF FORESTRY – DISTRICT OFFICES					
FOREST DISTRICT	ADDRESS LINE 1	ADDRESS LINE 2	CITY	ZIP	
1 - Michaux	10099 Lincoln Way East		Fayetteville	17222-9609	
2 - Buchanan	25185 Great Cove Road		McConnellsburg	17233-8204	
3 - Tuscarora	4455 Big Spring Road		Blain	17006-6173	
4 - Forbes	P.O. Box 519	1291 Route 30 (delivery addr.)	Laughlintown	15655-0519	
5 - Rothrock	181 Rothrock Lane		Huntingdon	16652-1100	
6 - Gallitzin	155 Hillcrest Drive		Ebensburg	15931-0506	
7 - Bald Eagle	18865 Old Turnpike Road		Millmont	17845-9376	
8 - Clear Creek	158 South Second Avenue		Clarion	16214-2404	
9 - Moshannon	3372 State Park Road		Penfield	15849-1722	
10 - Sproul	15187 Renovo Road		Renovo	17764-9521	
11 - Pinchot	1839 Abington Road		North Abington Twp.	18414-9785	
12 - Tiadaghton	10 Lower Pine Bottom Road		Waterville	17776-9678	
13 - Elk	258 Sizerville Road		Emporium	15834-3944	
14 - Cornplanter	323 North State Street		North Warren	16365-4867	
15 - Susquehannock	P.O. Box 673	3150 E. Second St (delivery addr.)	Coudersport	16915-0673	
16 - Tioga	One Nessmuk Lane		Wellsboro	16901-9700	
17 - William Penn	845 Park Road		Elverson	19520-9523	
18 - Weiser	16 Weiser Lane		Aristes	17920-0315	
19 - Delaware	2174A Route 611		Swiftwater	18370-9723	
20 - Loyalsock	6735 Route 220		Dushore	18614-8101	
Mira Lloyd Dock Resource					
Conservation Center	137 Penn Nursery Road		Spring Mills	16875-9621	

Appendix E, Commonwealth Locations

	DCNR- STATE PARK LOCATIONS					
PARK	ADDRESS LINE 1	ADDRESS LINE 2	CITY	ZIP		
Allegheny Islands	c/o Point State Park	601 Commonwealth Pl Bldg A	Pittsburgh	15222-1212		
Archbald Pothole	c/o Lackawanna	1839 Abington Rd	North Abington Towns	hi <sub>l</sub> 18414-9785		
Bald Eagle	149 Main Park Road		Howard	16841-3508		
Beltzville	2950 Pohopoco Dr.		Lehighton	18235-8905		
Bendigo	533 State Park Road		Johnsonburg	15845-0016		
Benjamin Rush	c/o Neshaminy State Park	3401 State Park Rd	Bensalem	19020-5930		
Big Pocono	c/o Tobyhanna	114 Campground Rd	Tobyhanna	18466-0387		
Big Spring	% Forest District #3	4455 Big Spring Rd	Blain, PA	17006-9434		
Black Moshannon	4216 Beaver Road		Philipsburg	16866-9519		
Blue Knob	c/o Shawnee State Park	132 State Park Rd	Imler	16655-9207		
Boyd Big Tree Preserve	c/o Little Buffalo	1579 State Park Road	Newport	17074-9428		
Buchanan's Birthplace	c/o Cowans Gap	6235 Aughwick Road	Fort Loudon	17224-9801		
Bucktail	c/o Region 1 Office	260 Sizerville Road	Emporium	15834		
Caledonia	101 Pine Grove Road		Fayetteville	17222-8224		
Canoe Creek	205 Canoe Creek Road		, Hollidaysburg	16648-9752		
Chapman	4790 Chapman Dam Road		Clarendon	16313-2830		
Cherry Springs	c/o Lyman Run	454 Lyman Run Road	Galeton	16922		
Clear Creek	38 Clear Creek Park Road		Sigel	15860-6702		
Codorus	2600 Smith Station Road		Hanover	17331-8000		
Colonel Denning	1599 Doubling Gap Rd.		Newville	17241-9756		
Colton Point	c/o Leonard Harrison	4797 Route 660	Wellsboro	16901-8970		
Cook Forest	PO Box 120	113 River Road	Cooksburg	16217-0120		
Cowans Gap	6235 Aughwick Road		Fort Loudon	17224-9801		
Delaware Canal	11 Lodi Hill Road		Upper Black Eddy	18972-9540		
Denton Hill	c/o Lyman Run	454 Lyman Run Road	Galeton	16922		
Elk	c/o Bendigo	533 State Park Road	Johnsonburg	15845-0016		
Erie Bluffs	c/o Presque Isle	301 Peninsula Drive, Suite 1	Erie	16505-2042		
Evansburg	851 May Hall Rd.	SUI Pellinsula Drive, Suite I	Collegeville	19426-1202		
0	500 South Bethlehem Pike		Fort Washington	19420-1202		
Fort Washington Fowlers Hollow		1500 Doubling Con Bood	Newville	17241-9756		
	c/o Colonel Denning 565 Mount Olivet Rd.	1599 Doubling Gap Road				
Frances Slocum French Creek	843 Park Road		Wyoming	18644-9333		
			Elverson	19520-9523		
Gifford Pinchot	2200 Rosstown Rd.		Lewisberry	17339-9787		
Gouldsboro	c/o Tobyhanna	114 Campground Rd	Tobyhanna	18466-0387		
Greenwood Furnace	15795 Greenwood Road		Huntingdon	16652-5831		
Hickory Run	3613 State Route 534		White Haven	18661-9712		
Hillman	c/o Raccoon Creek	3000 State Route 18	Hookstown	15050-9416		
Hills Creek	111 Spillway Road		Wellsboro	16901-9676		
Hyner Run	86 Hyner Park Road		North Bend	17760-9525		
Hyner View	c/o Hyner Run	86 Hyner Park Road	North Bend	17760-9525		
Jacobsburg Env. Ed.	400 Belfast Rd		Nazareth	18064		
Jennings Env. Ed.	2951 Prospect Rd.		Slippery Rock	16057-5023		
Joseph E. Ibberson C. A.	c/o Little Buffalo	1579 State Park Road	Newport	17074		
Kettle Creek	97 Kettle Creek Park Lane		Renovo	17764-9708		
Keystone	1150 Keystone Park Road		Derry	15627-3679		
Kings Gap Env. Ed.	500 Kings Gap Rd.		Carlisle	17015-9306		
Kinzua Bridge	296 Viaduct Road		Kane	16735		
Kooser	943 Glades Pike		Somerset	15501-5808		
Lackawanna	1839 Abington Rd		North Abington Twp.	18414-9785		
Laurel Hill	1454 Laurel Hill Park Road		Somerset	15501-5629		
Laurel Mt.	c/o Linn Run	PO Box 50	Rector	15677-0050		
Laurel Ridge	1117 Jim Mountain Road		Rockwood	15557-5454		
Laurel Summit	c/o Linn Run	PO Box 50	Rector	15677-0050		
Lehigh Gorge	c/o Hickory Run State Park	3613 State Route 534	White Haven	18661		

## Exhibit B, Request for Proposals Appendix E, Commonwealth Locations

Leonard Harrison	4797 Route 660		Wellsboro	16901-8970
Linn Run	P.O. Box 50	770 Linn Run Road	Rector	15677-0050
Little Buffalo	1579 State Park Road		Newport	17074-9428
Little Pine	4205 Little Pine Creek Road		Waterville	17776-9705
Locust Lake	687 Tuscarora Park Road		Barnesville	18214-2810
Lyman Run	454 Lyman Run Road		Galeton	16922-9301
Marsh Creek	675 Park Rd.		Downingtown	19335-1898
Maurice K. Goddard	684 Lake Wilhelm Road		Sandy Lake	16145-2310
McCalls Dam	c/o R.B. Winter	17215 Buffalo Road	Mifflinburg	17844-9656
McConnells Mill	c/o Moraine	225 Pleasant Valley Road	Portersville	16051-9650
Memorial Lake	18 Boundary Road		Grantville	17028-9682
Milton	c/o Shikellamy	Bridge Avenue	Sunbury	17801-1005
Mont Alto	c/o Caledonia	101 Pine Grove Road	Fayetteville	17222-9610
Moraine	225 Pleasant Valley Road		Portersville	16051-2031
Mt. Pisgah	28 Entrance Road		Troy	16947-9448
Nescopeck Env. Ed.	1137 Honey Hole Road		Drums	18222
Neshaminy	3401 State Road		Bensalem	19020-5930
Nockamixon	1542 Mountain View Dr.		Quakertown	18951-5732
Nolde Forest Env. Ed.	2910 New Holland Road		Reading	19607-9448
Norristown Farm Park	2500 Upper Farm Road		Norristown	19403
Ohiopyle	PO Box 105	124 Main Street	Ohiopyle	15470-0105
Oil Creek	305 State Park Road		Oil City	16301-9733
Ole Bull	31 Valhalla Lane		Cross Fork	17729-9701
Park Region 1	260 Sizerville Road		Emporium	15834-3944
Park Region 2	195 Park Road		Prospect	16052-2013
Park Region 3	435 State Park Road		Schellsburg	15559-7308
Park Region 4	2808 Three Mile Run Rd.		Perkasie	18944-2065
Parker Dam	28 Fairview Road		Penfield	15849-9799
Patterson	c/o Lyman Run	454 Lyman Run Road	Galeton	16922
Penn-Roosevelt	c/o Greenwood Furnace	15795 Greenwood Road	Huntingdon	16652-9006
Pine Grove Furnace	1100 Pine Grove Road		Gardners	17324
Poe Paddy	c/o Reeds Gap	1405 New Lancaster Valley Road	Milroy	17063-9735
Poe Valley	c/o Reeds Gap	1405 New Lancaster Valley Road	Milroy	17063-9735
Point	601 Commonwealth Pl Bldg A		Pittsburgh	15222-1212
Presque Isle	301 Peninsula Drive, Suite 1		Erie	16505-2042
Prince Gallitzin	966 Marina Road		Patton	16668-6317
Promised Land	100 Lower Lake Road		Greentown	18426-9735
Prompton	c/o Lackawanna	1839 Abington Rd	North Abington Townshi	
Prouty Place	c/o Lyman Run	454 Lyman Run Road	Galeton	16922
Pymatuning	2660 Williamsfield Road		Jamestown	16134-3560
R.B. Winter	17215 Buffalo Road		Mifflinburg	17844-9656
Raccoon Creek	3000 State Route 18		Hookstown	15050-1605
Ralph Stover	c/o Delaware Canal State Park	11 Lodi Hill Road	Upper Black Eddy	18972
Ravensburg	c/o R.B. Winter	17215 Buffalo Road	Mifflinburg	17844-9656
Reeds Gap	1405 New Lancaster Valley Rd		Milroy	17063-9735
Ricketts Glen	, 695 State Route 487		Benton	17814
Ridley Creek	1023 Sycamore Mills Rd.		Media	19063-4398
Ryerson Station	361 Bristoria Road		Wind Ridge	15380-1258
S.B. Elliott	c/o Parker Dam	28 Fairview Road	Penfield, PA	15849-9799
Salt Springs	c/o Lackawanna	1839 Abington Rd	North Abington Twp	18414-9785
Samuel S. Lewis	6000 Mt. Pisgah Road		York	17406-9119
Sand Bridge	c/o R.B. Winter	17215 Buffalo Road	Mifflinburg	17844-9656
Shawnee	132 State Park Road		Schellsburg	15559-7300
Shikellamy	Bridge Avenue		Sunbury	17801-1005
Sinnemahoning	4843 Park Road		Austin	16720
Sizerville	199 E Cowley Run Road		Emporium	15834-9608
	,			

## Exhibit B, Request for Proposals Appendix E, Commonwealth Locations

Susquehanna	c/o Shikellamy	Bridge Avenue	Sunbury	17801-1005
Susquehannock	1880 Park Drive	c/o Samuel S. Lewis State Park	Drumore	17518-9751
Swatara	c/o Memorial Lake	18 Boundary Rd	Grantville	17028-9682
Tobyhanna	114 Campground Rd		Tobyhanna	18466-0387
Trough Creek	16362 Little Valley Road		James Creek	16657-9302
Tuscarora	687 Tuscarora Park Road		Barnesville	18214-2810
Tyler	101 Swamp Rd.		Newtown	18940-1151
Upper Pine Bottom	c/o Little Pine	4205 Little Pine Creek Road	Waterville	17776-9705
Varden Consv. Area	c/o Promised Land	100 Lower Lake Rd	Greentown	18426-9735
Warriors Path	c/o Trough Creek	1153 Warriors Path Park Road	Saxton	16678
Washington Crossing	112 River Rd.		Washington Crossing	18977
Whipple Dam	c/o Greenwood Furnace	15795 Greenwood Road	Huntingdon	16652-9006
White Clay Creek	405 Sharpless Rd	PO Box 172	Landenberg	19350-0172
Worlds End	82 Cabin Bridge Rd		Forksville	18616-0062
Yellow Creek	170 Route 259 Highway		Penn Run	15765-5941

Appendix E, Commonwealth Locations

	PSF	P TROOP/STATION LOCATIONS		
TROOP	STATION	ADDRESS	CITY/STATE	ZIP
TROOP A	Ebensburg	100 Casale Court	Ebensburg, PA	15931
ROOP A	Indiana	4221 Route 286 Highway West	Indiana, PA	15701
ROOP A	Somerset	142 Sagamore Street	Somerset, PA	15501-8356
ROOP A	Greensburg	100 North Westmoreland Avenue	Greensburg, PA	15601-0436
ROOP A	Kiski Valley	4451 Route 66	Apollo, PA	15613
ROOP B	Pittsburgh	449 McCormick Road	Moon Township, PA	15108
TROOP B	Uniontown	1070 Eberly Way	Lemont Furnace, PA	15456
ROOP B	Waynesburg	255 Elm Drive	Waynesburg, PA	15370
ROOP B	Washington	150 State Route 519	Eighty Four, PA	15330
ROOP B	Belle Vernon	560 Circle Drive	Belle Vernon, PA	15012-9654
ROOP C	Clarion	209 Commerce Road	Clarion, PA	16214-9412
ROOP C	Clearfield	147 Doe Hill Road	Woodland, PA	16881
ROOP C	Ridgway	48 Servidea Drive	Ridgway, PA	15853
ROOP C	Marienville	4956 State Route 899	Marienville, PA.	16239
ROOP C	DuBois	230 Platt Road	Dubois PA	15801
ROOP C	Punxsutawney	485 North Findley Street	Punxsutawney, PA	15767
ROOP C	Kane	3178 Route 219	Kane, PA	16735
ROOP D	Kittanning	130 Parkview Drive Extension	Kittanning, PA	16201
ROOP D	Beaver	1400 Brighton Road	Beaver, PA	15009
ROOP D	Butler	200 Barracks Road	Butler, PA	16001-2689
ROOP D	New Castle	3539 Wilimington Road	New Castle, PA	16105
ROOP D	Mercer	826 Franklin Road	Mercer, PA	16137
ROOP E	Meadville	11025 Murray Road	Meadville, PA	16335-0479
ROOP E				
	Corry	11088 Route 6 East	Union City, PA	16438
ROOP E	Erie	4320 Iroquois Avenue	Erie, PA	16511-2135
ROOP E	Girard	5950 Meadville Road	Girard, PA	16417
ROOP E	Franklin	6724 US 322	Franklin, PA	16323
ROOP E	Warren	22001 Route 6	Warren, PA	16365
ROOP F	Emporium	12921 Route 120	Emporium, PA	15834
ROOP F	Lamar	113 Boyd Road	Mill Hall PA	17751
ROOP F	Montoursville	899 Cherry Street	Montoursville, PA	17754-0068
ROOP F	Milton	50 Lawton Lane	Milton, PA	17847
ROOP F	Stonington	2465 State Route 61	Sunbury, PA	17801
ROOP F	Coudersport	3140 East Second Street	Coudersport, PA	16915
ROOP F	Selinsgrove	204 Universal Road	Selinsgrove, PA	17870
ROOP F	Mansfield	1745 Valley Road	Mansfield, PA	16933-0230
ROOP G	Bedford	171 Arthur L. Hershey Dr.	Bedford, PA	15522
ROOP G	Hollidaysburg	1510 N. Juniata Street	Hollidaysburg, PA	16648-0403
ROOP G	Rockview	330 Penn Tech Dr.	Bellefonte, PA	16823
ROOP G	McConnellsburg	500 Fulton Drive	McConnellsburg, PA	17233
ROOP G	Huntingdon	10637 Raystown Road	Huntingdon, PA	16652
ROOP G	Lewistown	140 Stoney Creek Drive	Mifflintown, PA	17059
ROOP H	Gettysburg	3033 Old Harrisburg Road	Gettysburg, PA	17325
ROOP H	Carlisle	1538 Commerce Avenue	Carlisle, PA	17015
ROOP H	Harrisburg	8000 Bretz Drive	Harrisburg, PA	17112
ROOP H	Lykens	301 State Drive	Elizabethville, PA	17023
ROOP H	Chambersburg	679 Franklin Farms Lane	Chambersburg, PA	17202
ROOP H	Newport	155 Red Hill Road	Newport, PA	17074
ROOP J	Avondale	2 Moxley Lane	Avondale, PA	19311
ROOP J	Embreeville	997 Lieds Road	Coatesville, PA	19320
ROOP J	Lancaster	2099 Lincoln Highway East	Lancaster, PA	17602-3384
ROOP J	York	101 N Main St.	York PA	17602-5584
	Media	1342 W. Baltimore Pike		
TROOP K			Media, PA	19063
TROOP K	Skippack	2047C Bridge Road.	Schwenksville, PA	19473

## Exhibit B, Request for Proposals Appendix E, Commonwealth Locations

TROOP K	Philadelphia	2201 Belmont Avenue	Philadelphia, PA	19131
TROOP L	Hamburg	90 Industrial Drive	Hamburg, PA	19526
TROOP L	Reading	600 Kenhorst Boulevard.	Reading, PA	19611
TROOP L	Jonestown	3185 SR 72	Jonestown, PA	17038-8101
TROOP L	Frackville	31 Eleanor Drive	Frackville, PA	17931
TROOP L	Schuylkill Haven	1070 South Pa Route 183	Schuylkill Haven, PA	17972
TROOP M	, Dublin	3218 Rickert Road	Perkasie, PA	18944
TROOP M	Trevose	3501 Neshaminy Boulevard	Bensalem, PA	19020
TROOP M	Fogelsville	8320 Schantz Road	Breinigsville, PA	18031
TROOP M	Bethlehem	2930 Airport Road	Bethlehem, PA	18017-2149
TROOP M	Belfast	654 Bangor Road	Nazareth PA	18064
TROOP N	Lehighton	9170 Interchange Road	Lehighton, PA	18235
TROOP N	Bloomsburg	6850 Hidlay Church Road	Bloomsburg, PA	17815
TROOP N	Hazleton	250 Dessen Drive	West Hazleton, PA	18202
TROOP N	Fern Ridge	127 Parkside Avenue	Blakeslee, PA	18610
TROOP N	Stroudsburg	2730 Rimrock Drive	Stroudsburg, PA	18360
TROOP P	Towanda	101 Hawkins Rd.	Towanda, PA	18848
TROOP P	Shickshinny	872 Salem Boulevard.	Berwick, PA	18603
TROOP P	Wyoming	475 Wyoming Avenue	Wyoming, PA	18644
TROOP P	Laporte	5837 Route 220 - PO Box 70	Laporte, PA	18626
TROOP P	Tunkhannock	915 SR6W	Tunkhannock, PA	18657
TROOP R	Dunmore	85 Keystone Industrial Park	Dunmore, PA	18512
TROOP R	Blooming Grove	434 Route 402	Hawley, PA	18428-9013
TROOP R	Gibson	2856 State Rte. 848	New Milford, PA	18834
TROOP R	Honesdale	14 Collan Park	Honesdale, PA	18431-9681
TROOP T	Gibsonia	3000 Haberlein Road	Gibsonia, PA	15044
TROOP T	Everett	1605 Ashcom Road, Suite 2	Everett, PA	15537-7217
TROOP T	Pocono	HCR #1, P.O. Box 18	White Haven, PA	18661
TROOP T	Newville	248 Center Road	Newville, PA	17241
TROOP T	Highspire	P.O. Box 67676	Harrisburg, PA	17106-7676
TROOP T	Bowmansville	443 Panorama Drive	Denver, PA	17517
TROOP T	King of Prussia	251 Flint Hill Road	King of Prussia, PA	19406
TROOP T	Somerset	177 Menser Road	Somerset, PA	15501
TROOP T	New Stanton	2200 North Center Avenue	New Stanton, PA	15672-9602

Appendix E, Commonwealth Location	ons
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DOC - STATE CORRECTIONAL INSTITUTIONS					
FACILITY NAME	ADDRESS LINE 1	ADDRESS LINE 2	CITY	ZIP	
SCI Albion	10745 Route 18		Albion	16475-0001	
SCI Benner Township	301 Institution Drive		Bellefonte	16823	
SCI Cambridge Springs	451 Fullerton Avenue		Cambridge Springs	16403	
SCI Camp Hill	P.O. Box 8837	2500 Lisburn Road	Camp Hill	17001-8837	
SCI Chester	500 E. 4th Street		Chester	19013-4551	
SCI Coal Township	1 Kelley Drive		Coal Township	17866-1020	
SCI Dallas	1000 Follies Road		Dallas	18612	
SCI Fayette	50 Overlook Drive		LaBelle	15450-1050	
SCI Forest	P.O. Box 307	286 Woodland Drive	Marienville	16239-0307	
SCI Frackville	1111 Altamont Boulevard		Frackville	17931-2699	
SCI Greene	169 Progress Drive		Waynesburg	15370-8090	
SCI Houtzdale	P.O. Box 1000	209 Institution Drive	Houtzdale	16698-1000	
SCI Huntingdon	1100 Pike Street		Huntingdon	16654-1112	
SCI Laurel Highlands	P.O. Box 631	5706 Glades Pike	Somerset	15501-0631	
SCI Mahanoy	301 Morea Road		Frackville	17932	
SCI Mercer	801 Butler Pike		Mercer	16137	
SCI Muncy	Box 180 Route 405		Muncy	17756-0180	
SCI Phoenix	1200 Mokychic Drive		Collegeville	PA 19426	
SCI Pine Grove	189 Fyock Road		Indiana	15701-6542	
Quehanna Boot Camp	4395 Quehanna Hwy		Karthaus	16845-9714	
SCI Retreat	660 State Route 11		Hunlock Creek	18621-3136	
SCI Rockview	Box A	1 Rockview Place	Bellefonte	16823	
SCI Smithfield	P.O. Box 999	1120 Pike Street	Huntingdon	16652	
SCI Somerset	1590 Walters Mill Road		Somerset	15510-0001	
SCI Waymart	P.O. Box 256 Route 6		Waymart	18472-0256	
Training Academy	1451 North Market Street		Elizabethtown	17022-1299	

Note: The Commonwealth Locations list may change at any time at the discretion of the Commonwealth of Pennsylvania.

# **APPENDIX F**

# STATEMENT OF WORK

for

Commonwealth of PA – [Insert Agency Name]

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

AGENCY CONTACT: \_\_\_\_\_

PHONE: \_\_\_\_\_

AGENCY ADDRESS: \_\_\_\_\_

E-MAIL:

## A. Introduction

This Statement of Work ("SOW") is made ("Effective Date"), by and between the Commonwealth of PA, **[Insert name of Agency**] ("Agency"), with its principal office located at **[Insert address**] ("Address") (hereinafter referred to as "Customer") and **[Insert complete name of Supplier]** with its principal place of business at **[Insert address**] (hereinafter referred to as "Supplier"). Supplier and Agency may also be referred individually as "Party" or collectively as "Parties."

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

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

### B. Project Overview and Tasks

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

Supplier to insert exact description of work to be performed

Agency Requirements & Room Preparation:

Any requirements for the agency must be inserted here

## C. Time Estimates / Delivery Schedule

The actual Project start date will depend on following:

(below are examples only, ensure dates are provided)

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

The Supplier's required delivery time for the requested services shall be included within this SOW and must be agreed upon the Parties prior to issuance of the Purchase Order to which this SOW will be attached.

# D. Project Cost

Project Cost is: \$

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

(Ensure an exact costing breakdown is provided)

## E. SOW Acceptance

This SOW is acceptable. The Parties hereby acknowledge and confirm that the scope of work and related terms of this SOW have been read and are accepted and approved. If additional work is required that by its nature was not known or determined at the time this SOW was executed, a written change order describing the additional work and any related expenses is required prior to commencing in any work outside the scope of the original SOW.

Please sign and email to Supplier at [email address]	
Supplier	Agency
Approved (date):	Authorized Agency Name
Authorized Supplier Signature	Authorized Agency Signature
Authorized Supplier Signature	Title

### F. Project Completed and Accepted

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

Approved (date): \_\_\_\_\_\_ Authorized Agency Name

Authorized Supplier Signature

Authorized Agency Signature

Authorized Supplier Signature

Title

# PLEASE ATTACH HARD COPY OF PURCHASE ORDER REFERENCING THIS SOW

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				<i>T</i> 0 1				Original Equipment				0 I N I		Purchase Order		Order Value		Invoice Date
Agency	Street Address	City	State	Zip Code	Maintenance/Service Type	Service Level	Description	Original Equipment Manufacturer	Description	Part Number	SKU Number	Order Number	SRM/Pcard Order	Issuance Date (mm/dd/yyyy)	Order Quantity	(\$-,)	Invoice Number	(mm/dd/yyyy)
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Agency	Street Address	City	State	Zip Code	Maintenance/Service Type		Description	Original Equipment Manufacturer	Description	Part Number	SKU Number	Serial Number	Service Tracking/ Ticket Number	Call Date (mm/dd/yyyy)	Call Time using 24 hour clock ( hh:mm)	Call Date/Time using 24 hour clock (mm/dd/yyyy hh:mm)	Requested Service Date (mm/dd/yyyy)	Requested Service Time using 24 hour clock (hh:mm)	PROBLEM / RESPO Requested Service Date/Time using 24 hour clock (mm/dd/www.bh-mm)	Response Date (mm/dd/yyyy)	Response Time using 24 hour clock (hh:mm)	Response Date/Time using 24 hour clock (mm/dd/yyyy hh:mm)	Fix Date (mm/dd/yyyy)	Fix Time using 24 hour clock (hh:mm)	Problem Summary	Resolution Summary
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		AGENCY INFORMATION		dix G, Quarterly Report Te		SERVICE LEV	EL TRACKING	
Agency	Street Address	City	State	Zip Code	Maintenance/Service Type	Service Level	Description	Service Level Met

		AGENCY INFORMATIO	N	Appendix 0, Quar	
Agency	Location	City	State	Zip Code	Outstanding Is
	(Street Address)	5		1	
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sue Summary

# Questions

★ Supplier Response Is Required

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# **RFP Questions**

#### Group 1.1: Technical Questions

- 1.1.1 Please download, complete, and upload the attached Technical Submittal from Buyer Attachments.File Upload
- **1.1.2** Any additional attachments in support of the technical submittal can be uploaded here. If multiple files are needed combine into a single document or create a .zip file combining the files into a single .zip file. File Upload
- **1.1.3** Please download, complete, and upload Appendix C, Dedicated Contacts from Buyer Attachments. File Upload
- 1.1.4 I have read and fully understand the attached Performance Standards. Yes/No

This RFP is subject to the Information Technology Policies (ITPs) issued by the Office of Administration, Office for Information Technology found at http://www.oa.pa.gov/Policies/Pages/itp.aspx. All proposals must be submitted on the basis that all ITPs are applicable to this procurement. It is the responsibility of the Offeror to read and be familiar with the ITPs. Notwithstanding the foregoing, if the Offeror believes that any ITP is not applicable to this procurement, it must list all such ITPs in its technical response, and explain why it believes the ITP is not applicable. The Issuing Office may, in its sole discretion, accept or reject any request that an ITP not be considered to be applicable. The Offeror's failure to list an ITP will result in its waiving its right to do so later, unless the Issuing Office, in its sole discretion, determines that it would be in the best interest of the Commonwealth to waive the pertinent ITP.

Text (Multi-Line)

#### Group 1.2: Small Diverse Business and Small Business Participation

Please download, complete, and upload the attached SDB/SB Submittal Form, listing of SDB/SB subcontractors, and Letters of Intent (LOI). If this solicitation includes multiple lots, please include a separate Small Diverse Business and Small Business Participation Submittal for each lot for which you are submitting a proposal or quote. All fields must be completed prior to submitting.

File Upload

SDBSB Participation Submittal - ../Attachments/QuestionAttachments/SDBSB Participation Submittal\_JAGGAER 11.28.2018.xlsx

**1.2.2** Attached is a Model Form of Small Diverse and Small Business Subcontractor Agreement.

File Upload

Model Form of SDSDB Subcontractor Agreement - ../Attachments/QuestionAttachments/Model Form of SDSDB Subcontractor Agreement.docx

**1.2.3** I have read and fully understand the Small and Small Diverse Business qualifications attached in question 1.2.1 above.

Yes/No

#### Group 1.3: Cost

 Please use Appendix B, Cost Submittal from Buyer Attachments to submit your cost
 proposal for this procurement. Do not include any assumptions in your submittal. If you do, your proposal may be rejected.

File Upload

# **Additional Required Documentation**

#### Group 2.1: Standard Forms

**2.1.1** Please download, sign, and attach the Iran Free Procurement Certification and Disclosure Form.

File Upload

Iran Free Procurement Certification Form - ../Attachments/QuestionAttachments/Iran Free Procurement Certification Form.pdf

2.1.2	Please download, sign and attach the Domestic Workforce Utilization Certification Form. $\star$ File Upload
	Domestic Workforce Utilization Certification Form/Attachments/QuestionAttachments/Domestic Workforce Utilization Certification Form.doc
2.1.3	Complete and sign the attached Lobbying Certification and Disclosure form (only applicable when federal funds are being used in the amount of \$100,000 or more).
	File Upload LOBBYING CERTIFICATION FORM/Attachments/QuestionAttachments/BOP-1307 LOBBYING
	CERTIFICATION FORM.doc
2.1.4	Please download, complete, and attach the Trade Secret/Confidential Proprietary hformation Notice.
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	□ Trade Secret/Confidential Proprietary Information Notice - /Attachments/QuestionAttachments/TradeSecret_ConfidentialPropertyInfoNotice (002).pdf
2.1.5	Any Offeror who determines that it must divulge trade secrets or confidential proprietary information as part of its proposal must submit a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.
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	Place downland complete and unlead the COSTARS Program Election to Participate Form only anniashla if the
2.1.6	Please download, complete and upload the COSTARS Program Election to Participate Form only applicable if the Offeror elects to permit COSTARS members to participate in the contract resulting from this RFP. $\Box$
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	COSTARS Program Clause/Attachments/QuestionAttachments/COSTARS Program Clause for
Group 2.2	: Terms and Conditions
2.2.1	By submitting a proposal, the Offeror does so on the basis of the attached contract terms and conditions contained in Buyer Attachments.
	Yes/No
Group 2.3	: Offeror's Representation
2.3.1	By submitting a proposal, each Offeror understands, represents, and acknowledges the attached representations and authorizations.
	Yes/No
	Offerors Representations and Authorizations/Attachments/QuestionAttachments/Offerors Representations and Authorizations.docx

By submitting a proposal, you represent that: (1) you are making a formal submittal in response to a procurement issued by the Commonwealth pursuant to the Procurement Code (62 Pa.C.S. Section 101 et seq.); (2) you are authorized to submit the information on behalf of the person or entity identified; (3) this electronic submittal is deemed signed by you and you are authorized to bind the person or entity identified to the terms of the solicitation and this submittal; and (4) all of the information submitted is true and correct to the best of your knowledge, information, and belief. Any false statements made by you in this submittal are subject to the penalties of 18 Pa.C.S. §4904 (relating to unsworn falsification to authorities).

# SMALL DIVERSE BUSINESS AND SMALL BUSINESS PARTICIPATION SUBMITTAL

**A.** General Information. The Issuing Office encourages participation by Small Diverse Businesses (SDB) and Small Businesses (SB) as prime contractors and encourages all prime contractors to make significant commitments to use SDBs and SBs as subcontractors and suppliers.

A SB must meet each of the following requirements:

 $\Delta$  The business must be for-profit, United States business;

 $\Delta$  The business must be independently owned;

 $\Delta$  The business may not be dominant in its field of operation;

 $\Delta$  The business may not employ more than 100 full-time or full-time equivalent employees;

 $\Delta$  The business may not exceed an average of \$38.5 million in gross annual revenues over the preceding three years.

For credit in the RFP scoring process, a SB must complete the Department of General Services (DGS)/Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO) self-certification process. Additional information on this process can be found here: <u>Small Business Self-Certification</u>.

A SDB is a DGS-verified minority-owned small business, woman-owned small business, veteran-owned small business, service-disabled veteran-owned small business, LGBT-owned small business, Disability-owned small business, or other small businesses as approved by DGS, that are owned and controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages.

For credit in the RFP scoring process, a SDB must complete the DGS verification process. Additional information on this process can be found here: <u>Small Diverse Business Verification.</u>

An Offeror that qualifies as a SDB or SB and submits a proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Offerors. A SDB or SB may be included as a subcontractor with as many prime contractors as it chooses in separate proposals.

The Department's directory of self-certified SBs and DGS/BDISBO-verified SDBs can be accessed here:

Find Small and Small Diverse Businesses.

**B. SDB and SB Participation Evaluation**. BDISBO has established the minimum evaluation weight for the SDB and SB Participation criterion for this RFP as 20% of the total points.

1) The SDB and SB point allocation is based entirely on the percentage of the contract cost committed to SDB and SB participation. If the proposer is a SDB, 100% of the contract cost is allocated to SDB participation. If the proposer is a SB, 100% of the

contract cost is allocated to SB participation.

- 2) A total combined SDB/SB commitment less than one percent (1%) of the total contract cost is considered de minimis and will receive no SDB or SB points.
- **3**) Based on a maximum total of 200 available points for the SDB/SB Participation Submittal, the scoring mechanism is as follows:

#### **SDB and SB Raw Score =** 200 (SDB% + (1/3 \* SB %))

4) The SDB and SB Raw Score is capped at 200.

The Offeror with the highest raw score will receive 200 points. Each Offeror's raw score will be pro-rated against the Highest Offeror's raw score by applying the formula set forth here: <u>RFP Scoring Formula.</u>

5) The Offeror's prior performance in meeting its contractual obligations, SDBs and SBs will be considered by BDISBO during the scoring process. To the extent the Offeror has failed to meet prior contractual commitments, BDISBO may recommend to the Issuing Office that the Offeror be determined non-responsible for the the limited purpose of eligibility to receive SDB and SB points.

Questions regarding the SDB and SB Programs, including questions about the selfcertification and verification processes can be directed to:

Department of General Services Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO) Room 601, North Office Building Harrisburg, PA 17125 Phone: (717) 783-3119 Fax: (717) 787-7052 Email: RA-BDISBOVerification@pa.gov Website: www.dgs.pa.gov

C. SDB/SB Participation Submittal. All Offerors are required to submit the attached SDB/SB Participation Submittal Form in its entirety and related Letter(s) of Intent. To receive points for SDB or SB participation commitments, the SDB or SB must be listed in the Department's directory of self-certified SBs and DGS/BDISBO-verified SDBs as of the proposal due date and time. BDISBO reserves the right to adjust overall SDB or SB commitments to correctly align with the SDB or SB status of a prime contractor or subcontractor as of the solicitation due date and time, and also to reflect the correct sum of individual subcontracting commitments listed within the Letters of Intent.

If there are multiple Letters of Intent, please combine them into one document and upload them with your response. The Letter(s) of Intent must be signed by both the Offeror and the SDB

or SB for each of the identified SDB or SB subcontractors. Please use the attached Letter of Intent template and include all highlighted information.

Each SDB or SB commitment credited by BDISBO along with the overall percentage of SDB and SB commitments will become contractual obligations of the selected Offeror.

Offerors will not receive credit for any commitments for which information as above is not included in the SDB/SB Participation Submittal. Offerors will not receive credit for stating that they will find a SDB or SB after the contract is awarded.

Equal employment opportunity and contract compliance statements referring to company equal employment opportunity policies or past contract compliance practices do not constitute proof of SDB and/or SB Status or entitle an Offeror to receive credit for SDB or SBparticipation.

# **D.** Contract Requirements.

All contracts containing SDB and SB Participation must contain the following contract provisions to be maintained through the initial contract term and any subsequent options or renewals:

1. Each SDB and SB commitment which was credited by BDISBO and the total percentage of such SDB and SB commitments made at the time of proposal submittal, BAFO, or contract negotiations, as applicable, become contractual obligations of the selected Offeror upon execution of its contract with the Commonwealth.

**2**. For purposes of monitoring compliance with the selected Offeror's SDB or SB commitments, the contract cost is the total amount paid to the selected Offeror throughout the initial contract term.

**3.** All SDB and SB subcontractors credited by BDISBO must perform at least 50% of the work subcontracted to them.

4. The individual percentage commitments made to SDBs and SBs cannot be altered without written approval from BDISBO.

5. SDB and SB commitments must be maintained in the event the contract is assigned to another prime contractor.

6. The selected Offeror and each SDB and SB for which a commitment was credited by BDISBO must submit a final, definitive subcontract agreement signed by the selected Offeror and the SDB and/or SB to BDISBO within 30 days of the final execution date of the Commonwealth contract. A Model Subcontract Agreement which may be used to satisfy this requirement is provided as an attachment – Model Form of Small Diverse and Small Business Subcontract Agreement. The subcontract must contain:

a) The specific work, supplies or services the SDB and/or SB will perform; location for work performed; how the work, supplies or services relate to the project; and the specific timeframe during the initial term and any extensions, options and renewals of the prime contract when the work, supplies or services will be provided or performed.

- **b**) The fixed percentage commitment and associated estimated dollar value that each SDB and/or SB will receive based on the final negotiated cost for the initial term of the prime contract.
- c) Payment terms indicating that the SDB and/or SB will be paid for work satisfactorily completed within 14 days of the selected Offeror's receipt of payment from the Commonwealth for such work.
- **d**) Commercially reasonable terms for the applicable business/industry that are no less favorable than the terms of the selected Offeror's contract with the Commonwealth and that do not place disproportionate risk on the SDB and/or SB relative to the nature and level of the SDB's and/or SB's participation in the project.

7. If the subcontract terms omit any of the information required in paragraph 6, and that information is otherwise reflected within the selected Offeror's SDB and SB Participation Submittal or LOI, that information is incorporated into the subcontract agreement.
To the extent that any subcontract terms conflict with the requirements of paragraph 6 or information contained within the selected Offeror's SDB and SB Participation Submittal or LOI, the order of precedence is as follows: 1) the requirements of paragraph 6, 2) the selected Offeror's SDB and SB Participation Submittal, and 3) the terms of the subcontract agreement.

**8.** If the selected Offeror and a SDB or SB credited by BDISBO cannot agree upon a definitive subcontract within 30 days of the final execution date of the Commonwealth contract, the selected Offeror must notify BDISBO.

**9.** The Selected Offeror shall complete the Prime Contractor's Quarterly Utilization Report and submit it to the contracting officer of the Issuing Office and BDISBO within ten (10) business days at the end of each quarter of the contract term and any subsequent options or renewals. This information will be used to track and confirm the actual dollar amount paid to SDB and SB subcontractors and suppliers and will serve as a record of fulfillment of the the contractual commitment. If there was no activity during the quarter, the form must be completed by stating "No activity in this quarter." A late fee of \$100.00 per day may be assessed against the Selected Offeror if the Utilization Report is not submitted in accordance with the schedule above.

**10.** The Selected Offeror shall notify the Contracting Officer of the Issuing Office and BDISBO when circumstances arise that may negatively impact the selected Offeror's ability to comply with SDB and/or SB commitments and to provide a corrective action plan. Disputes will be decided by the Issuing Office and DGS.

**11**. If the Selected Offeror fails to satisfy its SDB and/or SB commitment(s), it may be subject to a range of sanctions BDISBO deems appropriate. Such sanctions include, but are not limited to, one or more of the following: a determination that the selected Offeror is not responsible under the Contractor Responsibility Program; withholding of payments;

suspension or termination of the contract together with consequential damages; revocation of the selected Offeror's SDB and/or SB status; and/or suspension or debarment from future contracting opportunities with the Commonwealth.

SMALL DIVERSE BUSINESS (SDB) AND SMALL BUSINESS (SB) PARTICIPATION SUBMITTAL								
Project Description:								
RFP #:								
Proposal Due Date:								
Commonwealth Agency Name: OFFEROR (Prime Contractor) INFORMATION								
Offeror Company's Name:								
Offeror Contact Name:		Email:						
70.9 / 1								
Title:		Phone:						
Is your firm a DGS-Verified Sm	nall Diverse Business?	NO    Verif Exp:						
Is your firm a DGS-Self-Certifie	ed Small Business?	NO 🗸 Cert Exp:						
To confirm your company's SDB/SB	status and expiration, please click or use the	following link:						
http://www.dgs.pa.gov/Businesses/S	Small Diverse Business Program/Small-Diverse	e-Business-Verification/Pages/Finding-Small-						
Diverse-Businesses.aspx#.WVPvzp3D	<u> -</u>							
	SUBCONTRACTING INFORM	ATION						
Percentage	e Commitment for SDB and SB Subco							
Commitment percentages will auto	-	elow after you have completed the SDB and SB						
	Subcontractor Listing on the "Listin	g" tab.						
After examination of the contract documents, which are made a part hereof as if fully set forth herein, the Offeror commits to the following percentages of the total contract cost for Small Diverse Business and Small Business subcontracting participation. Small Diverse Business Subcontracting percentage commitment:								
	0.000%	]						
Sm	all Business Subcontracting percentag	e commitment:						
	0.000%	]						
		Revised 01-16-2018						

# SMALL DIVERSE BUSINESS (SDB) AND SMALL BUSINESS (SB) PARTICIPATION SUBMITTAL

## Listing SDB and SB Subcontractors

The Offeror must list in the chart below the SDBs and SBs that will be used to meet the percentage commitments provided above, along with the requested information about each SDB and SB Subcontractor. Include as many pages as necessary. Offerors must also include a Letter of Intent (LOI) for each SDB/SB listed. To receive points for SDB or SB participation commitments, the SDB or SB must be listed in the Department's directory of self-certified SBs and DGS/BDISBO-verified SDBs as of the proposal due date. The directory of self-certified SBs and DGS/BDISBO-verified SDBs can be accessed at the following link:

http://www.dgs.pa.gov/Businesses/Small Diverse Business Program/Small-Diverse-Business-Verification/Pages/Finding-Small-Diverse-Businesses.aspx#.WVPvzp3D-

SDB/SB name, percent commitment to SDB/SB, and estimated \$ value of commitment will automatically populate in the LOI tabs.

Offeror Company's Name:	0					
SDB/SB Subcontractor Name	SDB or SB	Primary Contact Name	Description of Services or Supplies to be Provided	% of Total Contract Cost Committed	Estimated \$ Value of Commitment for Initial Contract Term	Will SDB/SB be used for Options/ Renewals? (YES/NO)
	F					
Total SDB % Commitment:	0.000%				1	
Total SB % Commitment:	0.000%					Revised 01-16-2018

MM/DD/YYYY								
[SDB/SB Contact Name] [Title]	Offeror: RFP:							
[SDB/SB Company Name]	NH.							
[Address] [City, State, Zip]								
[Email]								
[Phone #]								
Dear: [SDB/SB Contact Name]								
This letter serves as confirmation of the intent on the above-referenced RFP issued by	of this offeror to utilize							
If Offeror is the successful vendor, the referenced SDB/SB shall perform the following work, goods or services during the initial term of the prime contract and during any extensions, options or renewal periods of the prime contract exercised by the Commonwealth, as more specifically set forth below:								
[Identify the specific time periods during the in the work, goods or services will be provided or		iy extensions, options and renewals when						
Identify the specific work, goods or services the		elow:						
[Identify the specific work, goods or services the	ie SDB/SB will perform]							
These services represent of the total of the total contract. Dependent on final negotiated contract that above-referenced SDB/SB will receive an	ct pricing and actual contr	submittal for the initial term of the ract usage or volume, it is expected during the initial contract term.						
The above-referenced SDB/SB represents that is forth in the RFP and all required documentation		-						
We look forward to the opportunity to serve								
on this project. If you have any questions conce commitment, please feel free to contact me at t	•	or small diverse business						
Sincerely,	Acknowledg	ged,						
X	X							
Offeror Contact Name:		ontact Name]						
Title: Offeror Company's Name:	[Title] [SDB/SB Co	ompany Name]						
		Revised 01-16-2018						

MM/DD/YYYY								
[SDB/SB Contact Name] [Title]	Offeror: RFP:							
[SDB/SB Company Name]	NH.							
[Address] [City, State, Zip]								
[Email]								
[Phone #]								
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Title: Offeror Company's Name:	[Title] [SDB/SB Co	ompany Name]						
		Revised 01-16-2018						

MM/DD/YYYY								
[SDB/SB Contact Name] [Title]	Offeror: RFP:							
[SDB/SB Company Name]	NH.							
[Address] [City, State, Zip]								
[Email]								
[Phone #]								
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Title: Offeror Company's Name:	[Title] [SDB/SB Co	ompany Name]						
		Revised 01-16-2018						

MM/DD/YYYY								
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[SDB/SB Company Name]	NH.							
[Address] [City, State, Zip]								
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Title: Offeror Company's Name:	[Title] [SDB/SB Co	ompany Name]						
		Revised 01-16-2018						

MM/DD/YYYY		
[SDB/SB Contact Name] [Title]	Offeror: RFP:	
[SDB/SB Company Name]	NH.	
[Address] [City, State, Zip]		
[Email]		
[Phone #]		
Dear: [SDB/SB Contact Name]		
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		Revised 01-16-2018

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[Address] [City, State, Zip]		
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[Address] [City, State, Zip]		
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[Address] [City, State, Zip]		
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Title: Offeror Company's Name:	[Title] [SDB/SB Co	ompany Name]
		Revised 01-16-2018

## MODEL FORM OF SMALL DIVERSE AND SMALL BUSINESS SUBCONTRACTOR AGREEMENT

This Subcontractor Agreement ("Subcontract") is made effective as of \_\_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_\_, ("Contractor") and \_\_\_\_\_\_, a Small Diverse Business or Small Business ("Subcontractor") (collectively referred to as the

a Small Diverse Business or Small Business ("Subcontractor") (collectively referred to as the "Parties").

# RECITALS

Contractor has entered into a contract dated \_\_\_\_\_\_ (the "Prime Contract") with the Department of \_\_\_\_\_\_ of the Commonwealth of Pennsylvania ("Commonwealth"). Under the Prime Contract, Contractor has agreed to provide certain supplies, services or construction ("Services") to the Commonwealth.

In connection with the Procurement leading to the Prime Contract, Contractor and Subcontractor entered into a letter agreement dated \_\_\_\_\_\_ ("Letter of Intent") whereby the Contractor committed a certain percentage of work ("Small Diverse Business or Small Business Commitment") under the Prime Contract to the Subcontractor.

As contemplated by the Letter of Intent and in accordance with the provisions of the Procurement and Prime Contract, the Parties have agreed to enter into this Subcontract to fulfill the Small Diverse Business or Small Business Commitment expressed in the Letter of Intent and as required by the Prime Contract.

# DEFINITIONS

The following words and terms when used in this Subcontract shall have the following meanings:

Bureau – The Department's Bureau of Diversity, Inclusion and Small Business Opportunities.

*Contracting Officer* – The person authorized to administer and make written determinations for the Commonwealth with respect to the Prime Contract.

Department – The Department of General Services of the Commonwealth of Pennsylvania.

*Issuing Office* – The department, board, commission or other agency of the Commonwealth of Pennsylvania that issued the Procurement.

*Procurement* – The Invitation for Bids, Request for Quotes, Request for Proposals or other solicitation and all associated final procurement documentation issued by the Commonwealth to obtain proposals from firms for award of the Prime Contract.

*Small Business* – A business in the United States which is independently owned, not dominant in its field of operation, employs no more than 100 full-time or full-time equivalent employees, and

earns less than \$7 million in gross annual revenues for building design, \$20 million in gross annual revenues for sales and services and \$25 million in gross annual revenues for those businesses in the information technology sales or service business.

*Small Diverse Business* – A Department-verified minority-owned small business, woman-owned small business, veteran-owned small business, service-disabled veteran-owned small business, LGBT-owned small business, or disability-owned small business.

### AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. <u>Subcontractor Representations</u>. Subcontractor represents and warrants to Contractor as follows:

(a) Subcontractor is self-certified as a Small Business in accordance with the requirements and procedures established by the Bureau of Diversity, Inclusion and Small Business Opportunities; [Subcontractor is also verified as a Small Diverse Business by the Bureau of Diversity, Inclusion and Small Business Opportunities in accordance with the requirements and procedures established by the Bureau;]

(b) Subcontractor possesses the necessary knowledge, experience, expertise, capital, resources and personnel required to perform the Services it will provide under this Subcontract;

(c) Subcontractor (i) is duly organized, validly existing and in good standing under the laws of its state of incorporation or organization, (ii) has the power and authority to own its properties and to carry on business as now being conducted, and (iii) has the power to execute and deliver this Subcontract;

(d) The execution and performance by Subcontractor of the terms and provisions of this Subcontract have been duly authorized by all requisite action, and neither the execution nor the performance of this Subcontract by Subcontractor will violate any provision of law, any order of any court or other agency of government, the organizational documents of Subcontractor or any indenture, agreement or other instrument to which Subcontractor is a party, or by which Subcontractor is bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under, or except as may be provided by this Subcontract, result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Subcontractor pursuant to, any such indenture agreement or instrument;

(e) Subcontractor has obtained all licenses, permits and approvals required to perform the Services it will provide under this Subcontract; and

(f) Subcontractor is not under suspension or debarment by the Commonwealth or any other governmental entity, instrumentality or authority.

2. <u>Contractor Representations</u>. Contractor represents and warrants to Subcontractor as follows:

(a) Contractor (i) is duly organized, validly existing and in good standing under the laws of its state of incorporation or organization, (ii) has the power and authority to own its properties and to carry on business as now being conducted, and (iii) has the power to execute and deliver this Subcontract;

(b) The execution and performance by Contractor of the terms and provisions of this Subcontract by Contractor have been duly authorized by all requisite action, and neither the execution nor the performance of this Subcontract will violate any provision of law, any order of any court or other agency of government, the organizational documents of Contractor or any indenture, agreement or other instrument to which Contractor is a party, or by which Contractor is bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under, or except as may be provided by this Subcontract, result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Contractor pursuant to, any such indenture agreement or instrument;

(c) Contractor has obtained all licenses, permits and approvals required to perform the Services to be provided by Contractor under the Prime Contract; and

(d) Contractor is not under suspension or debarment by the Commonwealth or any other governmental entity, instrumentality or authority.

3. <u>Relationship of the Parties</u>. The provisions of this Subcontract are not intended to create, nor shall be deemed or construed to create, any joint venture, partnership or other relationship between Contractor and Subcontractor, other than that of independent entities contracting with each other solely for the purpose of carrying out the provisions of this Subcontract. Neither of the Parties to this Subcontract, nor any of their respective employees, agents, or other representatives, shall be construed to be the agent, employee or representative of the other party. Neither party shall have the authority to bind the other party, nor shall a party be responsible for the acts or omissions of the other party, unless otherwise stated in this Subcontract. Similarly, the Parties expressly acknowledge that neither the Contractor nor the Subcontractor is an agent, employee or representative of the Commonwealth and each party covenants not to represent itself accordingly.

4. <u>Prime Contract Flow-Down</u>.

(a) General. This agreement is a subcontract under the Prime Contract and all provisions of the Prime Contract and any amendments thereto applicable to the Services being performed by the Subcontractor shall extend to and be binding upon the Parties as part of this Subcontract.

(b) Specific. The Parties agree to comply with the following provisions of the Prime Contract, which are incorporated herein by reference:

- (1) The Americans with Disabilities Act Provisions.
- (2) Nondiscrimination/Sexual Harassment Clause.
- (3) Contractor Integrity Provisions.
- (4) Contractor Responsibility Provisions.

(c)

Termination.

Should the Prime Contract be terminated pursuant to the terms and conditions provided in the Procurement, such termination shall have the same effect on this Subcontract. Payment for Services provided as of the date of termination must be made in accordance with the Section 13 of this Subcontract.

(d) Audit Provisions. 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 Parties to the extent that the books, documents, and records relate to the Parties' compliance with the provisions set forth in subsection (b) above or to the Small Diverse Business or Small Business Commitment effectuated through this Subcontract. The Parties shall preserve such books, documents, and records for a period of three years from the date of final payment hereunder. The Parties shall give full and free access to all such records to the Commonwealth and/or its authorized representatives.

5. <u>Order of Precedence</u>. The Letter of Intent, Procurement and Prime Contract are incorporated herein by reference into this Subcontract. In the event of any conflict or inconsistency among the individual components of this Subcontract, such conflict or inconsistency shall be resolved by observing the following order of precedence:

- (a) This Subcontract;
- (b) The Letter of Intent;
- (c) The Prime Contract; and
- (d) The Procurement.

6. <u>Further Action</u>. The Parties shall take such actions and complete, execute and deliver any and all documents or instruments necessary to carry out the terms and provisions of this Subcontract, to effectuate the purpose of this Subcontract, and to fulfill the obligations of each party hereunder.

7. <u>Description of Services</u>. Subcontractor will perform the following Services for the Contractor which Contractor is obligated to provide to the Commonwealth under the Prime Contract:

[DESCRIBE IN DETAIL THE SPECIFIC SUPPLIES, SERVICES OR CONSTRUCTION THE SUBCONTRACTOR WILL PROVIDE OR PERFORM]

8. <u>Small Diverse Business or Small Business Commitment</u>. The above-referenced Services represent \_\_\_\_% of the final negotiated total cost for the initial term of the Prime Contract. Any proposed change to the Small Diverse Business or Small Business Commitment must be submitted in writing to the Bureau which will make a recommendation to the Commonwealth Contracting Officer regarding a course of action.

9. Performance of Services. Subcontractor may not subcontract more than 50% of the work subcontracted to it hereunder without written permission from the Bureau. Subcontractor will perform the Services strictly in accordance with any applicable plans and specifications as contained in the Prime Contract and the reasonable deadlines set by Contractor in view of the requirements of the Prime Contract, and in a good workmanlike manner consistent with industry standards, meeting all applicable local, state and federal laws, regulations and policies.

10. <u>Location of Services</u>. Subcontractor will provide the Services at the following address(es):

11. <u>Timeframe for Performance of Services</u>. The Services will be provided by Subcontractor during the initial term of the Prime Contract, and during any extensions, options or renewal periods of the Prime Contract exercised by the Commonwealth, as more specifically set forth below:

[IDENTIFY THE SPECIFIC TIME PERIODS DURING THE INITIAL CONTRACT TERM AND EXTENSIONS, OPTIONS AND RENEWALS WHEN THE SUBCONTRACTOR WILL PERFORM COMPONENT SERVICES]

12. <u>Pricing of Services</u>. Subcontractor shall provide or perform the Services at the pricing specified in Exhibit \_\_\_\_\_\_ to this Subcontract. [ATTACH A BILL OF MATERIALS, RATE CARD OR OTHER APPROPRIATE COST SHEET COVERING THE SERVICES TO BE PROVIDED.]

13. <u>Payment for Services</u>. Contractor shall exert reasonable and diligent efforts to collect prompt payment from the Commonwealth. Contractor shall pay Subcontractor in proportion to amounts received from the Commonwealth which are attributable to the Services performed by Subcontractor. Contractor shall pay Subcontractor within fourteen (14) days after the Contractor receives such payment from the Commonwealth, unless the parties expressly agree upon a different payment schedule or structure as set forth below:

14. <u>Utilization Reports.</u> Both the Contractor and Subcontractor shall complete Quarterly Utilization Reports (or similar type documents containing the same information) and submit them to the Contracting Officer and to the Bureau within ten (10) business days at the end of each quarter. This information will be used to determine the actual dollar amount paid to Subcontractor and will also serve as a record of fulfillment of Contractor's Small Diverse Business and Small Business Commitments. If there was no activity during the quarter, then the form must be completed by stating "No activity in this quarter." A late fee of \$100.00 per day may be assessed against the Contractor if its Utilization Report is not submitted in accordance with the schedule above.

15. <u>Change Orders</u>. If the Commonwealth issues any change order or other formal contract instrument either expanding or limiting the work to be performed under the Prime Contract, the Parties shall accept such Change Orders. Contractor agrees to provide Subcontractor with written notice of any such change orders that affect the Services to be provided by the Subcontractor hereunder as soon as practical after Contractor receives such notice. Any resulting increase or decrease in the Services, Small Diverse Business or Small Business Commitment provided for in Paragraphs 7 or 8 above must be in writing, mutually agreed to, and signed by both Parties and communicated to the Bureau. If the Parties are unable to reach an agreement regarding any adjustment to the Services, Small Diverse Business or Small Business Commitment necessitated by a Commonwealth Change Order, the Parties must submit the matter in writing to the Bureau which will make a recommendation to the Contracting Officer regarding a course of action.

16. <u>Force Majeure</u>. Neither party will incur any liability to the other if its performance of any obligation under this Subcontract 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 are not 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, epidemic and quarantines, general strikes throughout the trade, and freight embargoes. The existence of such causes beyond a party's control shall extend the period for performance to such extent as may be necessary to enable complete performance in the exercise of reasonable diligence after the causes have been removed.

### 17. <u>Dispute Resolution</u>.

(a) The Parties will attempt to resolve any dispute arising out of or relating to this Subcontract through friendly negotiations.

(1) The Parties expressly acknowledge and confer upon the Bureau and Contracting Officer the authority to adjudicate disputes that the Parties cannot resolve amicably concerning the Parties' compliance with their Small Diverse Business and Small Business Commitments as provided in the Prime Contract and this Subcontract.

(2) The Bureau may recommend to the Contracting Officer a range of sanctions it deems appropriate if the Bureau determines a party has failed to satisfy or perform its Small Diverse Business or Small Business commitment. Such sanctions include, but are not limited to, one or more of the following: a determination that the party is not responsible under the Contractor Responsibility Program; withholding of Prime Contract and/or Subcontract payments; suspension or termination of the Prime Contract and/or Subcontract together with consequential damages; revocation of the party's Small Business self-certification status and/or Small Diverse Business verification status; and/or suspension or debarment of one or both parties from future contracting opportunities with the Commonwealth.

(3) The Parties' acknowledge that their prior performance in meeting their Small Diverse Businesses and Small Businesses contractual obligations will be considered by the Bureau during future procurement scoring processes. To the extent a party has failed to meet prior contractual commitments, the Bureau may recommend to the Issuing Office that the party be determined non-responsible for the limited purpose of eligibility to receive SDB/SB points or consideration as a qualified Small Diverse Business or Small Business.

(b) Nothing herein shall be construed to prevent either party from seeking such relief as provided by law in a court or tribunal of competent jurisdiction.

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

If to Contractor:

If to Subcontractor:

19. <u>Waiver</u>. No waiver by either party of any breach of this Subcontract shall be deemed to waive any other breach. No acceptance of payment or performance after any breach shall be deemed a waiver of any breach. No failure or delay to exercise any right by a party upon another's default shall prevent that party from later exercising that right, nor shall such failure or delay operate as a waiver of any default.

20. <u>Severability</u>. If any provision of this Subcontract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Subcontract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

21. <u>Assignment</u>. Neither party may assign or transfer this Subcontract without the prior written consent of the Commonwealth. If Contractor's Prime Contract with the Commonwealth is assigned to another contractor, the new contractor must maintain the Small Diverse Business and Small Business Commitment set forth in the Prime Contract as implemented through this Subcontract.

22. <u>Applicable Law</u>. This Subcontract shall be governed by the laws of the Commonwealth of Pennsylvania.

23. <u>Entire Agreement</u>. This Subcontract constitutes the entire agreement of the Parties regarding the subject of this Subcontract as of the date of execution. No other agreement or understandings, verbal or written, expressed or implied, are a part of this Subcontract unless specified herein.

24. <u>Amendment</u>. This Subcontract may be modified or amended only if made in writing and signed by both Parties. Any proposed change to the Contractor's Small Diverse Business or Small Business Commitment to Subcontractor must be submitted in writing to the Bureau which will make a recommendation to the Contracting Officer regarding a course of action.

25. <u>Binding Effect</u>. This Subcontract shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, representatives, successors and assigns.

26. <u>Counterparts</u>. This Subcontract may be executed by the Parties in counterparts, each of which together shall be deemed an original but all of which together shall constitute one and the same instrument. A party's delivery of a duly executed signature page of this Subcontract in electronic format shall have the same force and effect as delivery of an original signature page.

# ADDITIONAL TERMS AND CONDITIONS

[THE PARTIES MAY INCLUDE ADDITIONAL TERMS AND CONDITIONS APPROPRIATE FOR THE SERVICES TO BE PROVIDED SO LONG AS THEY ARE COMMERCIALLY REASONABLE TERMS FOR THE APPLICABLE BUSINESS OR INDUSTRY, ARE NO LESS FAVORABLE THAN THE TERMS OF THE PRIME CONTRACT, AND DO NOT PLACE DISPROPORTIONATE RISK ON THE SMALL DIVERSE BUSINESS OR SMALL BUSINESS RELATIVE TO THE NATURE AND LEVEL OF THE SMALL DIVERSE BUSINESS' OR SMALL BUSINESS' PARTICIPATION IN THE PROJECT. SUCH TERMS MAY INCLUDE:

Background Checks Confidentiality/Disclosure of Information Data Security

Insurance Invoicing Requirements Environmental Protection Intellectual Property Rights Record Retention/Audits Service Level Agreements (SLAs) (consistent with Prime Contract SLAs) Public Works Construction Requirements (including Bonding, E-Verify, Prevailing Wage, and Prompt Payment provisions)

**IN WITNESS WHEREOF**, the Parties hereto have caused this Subcontract to be executed by their duly authorized officers as set forth below.

Contractor	Subcontractor
Insert Company Name	Insert Company Name
By: Signature	By:Signature
Printed Name	Printed Name
Title	Title
Date	Date



#### **IRAN FREE PROCUREMENT CERTIFICATION FORM**

#### (Pennsylvania's Procurement Code Sections 3501-3506, 62 Pa.C.S. §§ 3501-3506)

To be eligible for an award of a contract with a Commonwealth entity for goods or services worth at least \$1,000,000 or more, a vendor must either: a) certify it is <u>not</u> on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services ("DGS") pursuant to Section 3503 of the Procurement Code <u>and</u> is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e).

To comply with this requirement, please insert your vendor or financial institution name and complete <u>one</u> of the options below. Please note: Pennsylvania law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Section 3503 of the Procurement Code.)

#### **OPTION #1 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is eligible to contract with the Commonwealth of Pennsylvania Sections 3501-3506 of the Procurement Code.

Vendor Name/Financial Institution (Printed)	
By (Authorized Signature)	
Printed Name and Title of Person Signing	Date Executed

#### **OPTION #2 – EXEMPTION**

Pursuant to Procurement Code Section 3503(e), DGS may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to enter into a contract for goods and services.

If you have obtained a written exemption from the certification requirement, please fill out the information below, and attach the written documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (Printed)	
By (Authorized Signature)	
Printed Name and Title of Person Signing	Date Executed

### **DOMESTIC WORKFORCE UTILIZATION CERTIFICATION**

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use the domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement Agreement will receive a correspondingly smaller score for this criterion. In order to be eligible for any consideration for this criterion, offerors must complete and sign the following certification. This certification will be included as a contractual obligation when the contract is executed. Failure to complete and sign this certification will result in no consideration being given to the offeror for this criterion.

I, \_\_\_\_\_[title] of \_\_\_\_\_\_[name of Contractor] a \_\_\_\_\_\_ [place of incorporation] corporation or other legal entity, ("Contractor") located at \_\_\_\_\_\_[address], having a Social Security or Federal Identification Number of \_\_\_\_\_\_, do hereby certify and represent to the Commonwealth of Pennsylvania ("Commonwealth") (Check one of the boxes below):

All of the direct labor performed within the scope of services under the contract will be performed exclusively within the geographical boundaries of the United States or one of the following countries that is a party to the World Trade Organization Government Procurement Agreement: Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Chinese Taipei, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxemburg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and the United Kingdom

OR

**percent** (\_\_\_\_%) **[Contractor must specify the percentage]** of the direct labor performed within the scope of services under the contract will be performed within the geographical boundaries of the United States or within the geographical boundaries of one of the countries listed above that is a party to the World Trade Organization Government Procurement Agreement. Please identify the direct labor performed under the contract that will be performed outside the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement and identify the country where the direct labor will be performed:

[Use additional sheets if necessary]

The Department of General Services **[or other purchasing agency]** 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



#### LOBBYING CERTIFICATION FORM

#### Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

http://www.whitehouse.gov/sites/default/files/omb/assets/omb/grants/sflllin.pdf

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

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

SIGNATURE:

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

BOP-1307 Revised 11/7/2013

# **Trade Secret/Confidential Proprietary Information Notice**

Instructions:

The Commonwealth may not assert on behalf of a third party an exception to the public release of materials containing information believed to be exempt from public disclosure, including trade secrets or confidential proprietary information, unless the materials are accompanied, at the time they are submitted, by this form or a document containing similar information. In addition, in order to protect the safety and security of individuals, infrastructure, and information technology systems, the Commonwealth requires third parties to designate as confidential any information submitted by the third parties that, if disclosed, would be reasonably likely to jeopardize safety or security.

It is the responsibility of the party submitting this form to ensure that all statements and assertions made below are legally defensible and accurate. The Commonwealth will not provide a submitting party any advice with regard to Pennsylvania's *Right-to-Know Law*, 65 P.S. §§ 67.101—67.3104, or laws relating to trade secret or confidential proprietary information.

Name of submitting party:

**Contact information for submitting party:** 

**Please provide a brief overview of the materials that you are submitting** (e.g. bid proposal, quote, grant application, statement of work, technical schematics):

**Please provide a brief explanation of why the materials are being submitted to the Commonwealth** (e.g. response to bid, RFP or RFQ #12345, application for grant XYZ being offered by the Department of Health, documents required to be submitted under law ABC):

**Please indicate if any information has been included that you believe is exempt from public disclosure by checking the appropriate box below:** (*Note: Financial information submitted in response to an RFP or IFB to demonstrate economic capability is exempt from public disclosure in accordance with Section* 708(b)(26) *of the Right-to-Know Law*, 65 P.S. 67.708(b)(26)).

- □ No information has been included that I believe is exempt from public disclosure.
- □ Information has been included that I believe is exempt from public disclosure.

Please provide a list detailing which portions of the material being submitted you believe are exempt from public disclosure. This includes trade secret, confidential or proprietary information, or information that if disclosed would be reasonably likely to jeopardize the safety or security of an individual, infrastructure, or information technology system. Please provide an explanation of why you think those materials constitute a trade secret, confidential or proprietary information, or why disclosure of those materials would be reasonably likely to jeopardize safety or security. Also, please mark the submitted material in such a way to allow a reviewer to easily distinguish between the parts referenced below. (You may attach additional pages if needed)

**Note:** Without substantial justification, the following information will not be considered a trade secret or confidential proprietary information:

- Any information submitted as part of a vendor's cost response.
- Information submitted as part of a vendor's technical response or statement of work that does not implicate safety and security, or pertain to specific business practices or product specification.
- Information submitted as part of a vendor's technical or small diverse business and small business response that is otherwise publicly available or otherwise easily obtained.
- Information detailing the name, quantity, and price paid for any product or service being purchased by the Commonwealth.

Page Number	Description	Explanation

## Acknowledgment

The undersigned party hereby agrees that it has read and completed this form, and has marked the material being submitted in accordance with the instructions above. The undersigned party acknowledges that the Commonwealth is not liable for the use or disclosure of trade secret, confidential or proprietary information, or information that if disclosed would be reasonably likely to jeopardize the safety or security of an individual, infrastructure or information technology system, where that data or information has not been clearly marked as such, and which was not accompanied by a specific explanation included with this form.

The undersigned agrees to defend any action seeking release of the materials it believes to be trade secret, confidential or proprietary, or would be reasonably likely to result in a safety or security risk if disclosed. The undersigned also agrees to indemnify and hold harmless the Commonwealth, its agents and employees, from any judgments awarded against the Commonwealth in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives so long as the Commonwealth has possession of the submitted material, and will apply to all costs unless and until the undersigned provides a written statement or similar notice to the Commonwealth stating that it no longer wishes to exempt the submitted material from public disclosure.

The undersigned acknowledges that the Commonwealth is required to keep all records for at least as long as specified in its published records retention schedule.

The undersigned acknowledges that the Commonwealth reserves the right to reject the undersigned's claim that the information is trade secret, confidential, proprietary or is reasonably likely to result in a safety or security risk if disclosed, if the Commonwealth determines that the undersigned has not met the burden of establishing that the information constitutes a trade secret, confidential, or is otherwise exempt. The undersigned also acknowledges that if only a certain part of the submitted material is found to constitute a trade secret, is confidential or proprietary, or is otherwise exempt, the remainder of the submitted material will become public; only the protected information will be removed and remain nonpublic.

If being submitted electronically, the undersigned agrees that the mark below is a valid electronic signature.

Signature

Title

Date

#### REVISED 01-17-2017

#### COSTARS PROGRAM CLAUSE

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

- A. Only those entities registered with DGS are authorized to participate as COSTARS Members in this Contract. A COSTARS Member may be either a local public procurement unit or a state-affiliated entity.
  - 1. A "local public procurement unit" is:
    - Any political subdivision (local government unit), such as a municipality, school district, or commission;
    - Any public authority (including authorities formed under the Municipality Authorities Act of 1955 or other authorizing legislation, such as the Public Transportation Law or the Aviation Code);
    - Any tax-exempt, nonprofit educational institution or organization;
    - Any tax-exempt, nonprofit public health institution or organization;
    - Any nonprofit fire, rescue, or ambulance company; and
    - Any other entity that spends public funds for the procurement of supplies, services, and construction (such as a council of governments, an area government, or an organization that receives public grant funds).

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

- 2. A state-affiliated entity is a Commonwealth authority or other Commonwealth entity that is not a Commonwealth agency. The term includes:
  - The Pennsylvania Turnpike Commission;
  - The Pennsylvania Housing Finance Agency;
  - The Pennsylvania Municipal Retirement System;
  - The Pennsylvania Infrastructure Investment Authority;
  - The State Public School Building Authority;
  - The Pennsylvania Higher Education Facilities Authority, and
  - The State System of Higher Education.

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

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

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

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

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

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

Service to the DGS COSTARS Program Office, Bureau of Procurement, 6<sup>th</sup> 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 <u>www.costars.state.pa.us.</u>
  - 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 <u>www.costars.state.pa.us</u>, 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, 6<sup>th</sup> Floor Harrisburg, PA 17101 Telephone: 1-866-768-7827 E-mail <u>GS-PACostars@pa.gov</u> **Offeror's Representations and Authorizations.** 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 RFP.
- **D.** The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- **E.** The Offeror makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- **F.** To the best knowledge of the person signing the proposal for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last **four** years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Offeror has disclosed in its proposal.
- **G.** To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth.
- **H.** The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.

- **I.** The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal.
- **J.** Each Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.
- **K.** Until the selected Offeror receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity, and the Offeror shall not begin to perform.
- **L.** The Offeror is not currently engaged, and will not during the duration of the contract engage, in a boycott of a person or an entity based in or doing business with a jurisdiction which the Commonwealth is not prohibited by Congressional statute from engaging in trade or commerce.

#### **Q&A Board**

Subject = Technical Submittal VI-G1 & Appendix B: Co	st	Public Thread
Q: SLA Table in Technical Submittal VI-G1 lists a Service Level Agreement 8 requirement, however we were unsure if/how this SLA applies in Appendix B?	Question added by:	12/14/2018 5:48 PM EST
A: Service Level Agreement 8 applies to the fleet changeover (removal and re-installation of patrol and/or special purpose vehicle Equipment) services listed on rows 4-22 of the Vehicle Services tab of Appendix B, Cost Submittal. As stated in paragraph VII.C.1.Location of the Technical Submittal, fleet changeover services must occur within 25 miles of the Capitol Complex, in Harrisburg. Since patrol and/or special purpose vehicles are replaced on a continual basis throughout the year, fleet changeover services are scheduled in advance to allow for preparation for the removal and re-installation of Equipment.	Answered by: Thomas Schwartz	12/21/2018 9:37 AM EST
Subject = Bidding requirements		Public Thread
Q: Pennsylvania uses multi-vendor products. Is it possible to bid on sections of the RFP, or does an Offeror have to bid on all sections?	Question added by:	12/12/2018 4:01 PM EST
A: An Offeror must respond to all sections of the RFP.	Answered by: Thomas Schwartz	12/13/2018 3:01 PM EST
Subject = Contract Award		Public Thread
Q: Is this a multi-vendor award?	Question added by:	12/12/2018 3:58 PM EST
A: No, this RFP will be awarded to a single Offeror.	Answered by: Thomas Schwartz	12/13/2018 3:01 PM EST



# COMMONWEALTH OF PENNSYLVANIA

**RADIO MAINTENANCE & RELATED SERVICES** 

JANUARY 16, 2019, Revised May 14, 2019

### NUMBER 6100046406; 1.1.1 FINAL NEGOTIATED TECHNICAL SUBMITTAL

Exhibit C, Final Negotiated Technical Submittal

#### TABLE OF CONTENTS

Section 1.1.1		
Technical Submittal	1-	1



Exhibit C, Final Negotiated Technical Submittal

## TECHNICAL SUBMITTAL

- I. **Project Description**. This Request for Proposal (RFP) is to provide maintenance and related services ("Maintenance" and "Services") for radio communications and vehicle-borne public safety/service equipment ("Equipment") located across the Commonwealth.
- **II.** Statement of the Project. State in succinct terms your understanding of the project presented, or the service required by this RFP.

#### **MOTOROLA SOLUTIONS RESPONSE**

#### Comply

The Commonwealth of Pennsylvania (Commonwealth), its Agencies and the Pennsylvania State Police (PSP) require maintenance and related services for radio communications and vehicle-borne public safety/service equipment located across the Commonwealth. Motorola Solutions' offering will allow the Commonwealth's Agencies to acquire maintenance and related services for maintaining proper performance of their mission critical radio systems, 24 hours a day, 7 days a week, 365 days a year.

#### **III.** Qualifications.

**A. Company Overview**. Provide overview of your organization and its ability to support the services being requested in this RFP.

#### **MOTOROLA SOLUTIONS RESPONSE**

Motorola Solutions has been committed to innovation in communications and electronics for 90 years. Since 1928, Motorola Solutions has proudly served the public safety and government markets by providing reliable, mission-critical interoperable wireless communications systems, products, and services. Ninety years later, our focus is still public safety. Motorola Solutions has demonstrated sustained commitment to the research and development of technology that is purpose-built for Police, Fire/EMS, correctional, and military users. We hold thousands of patents focused on mission-critical wireless technologies designed specifically for public safety communications and wireless data.

**B. Prior Experience**. Include experience in maintenance and support of two-way radios and related equipment. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to must be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.



The selected Offeror must have at least **ten (10) years** of experience in maintaining Land Mobile Radio (LMR) fixed network equipment and associated fleet vehicle components at the city, county, or state level.

#### MOTOROLA SOLUTIONS RESPONSE

Motorola Solutions has demonstrated below that it has at least 10 years of experience in maintaining large scale Land Mobile Radio (LMR) systems at the city, county, or state level and has annual revenue that is at least twice the estimated value of this contract.

#### **Prior Experience**

Since 1928, Motorola Solutions has proudly served the public safety and government markets by providing reliable, mission-critical interoperable wireless communications systems, products, and services. Motorola Solutions has decades of demonstrable experience in maintaining large scale radio systems at the city, county, and state level, including the service, repair, alteration, installation, removal, modifications, engineering assistance, and rebanding of LMR Equipment.

Motorola Solutions' focus on the communications needs of public safety agencies has endured for over 85 years. Because of this commitment, the majority of our \$8.7 billion annual revenue is generated from serving government customers. In addition to our manufacturing strength and implementation expertise, Motorola Solutions' nationwide Service Organization has the largest network of communication two-way radio service providers in the country, with over 950 service locations, 6,500 trained service personnel, and 250 Motorola Solutions-badged factory field technicians. Our Service Partners are trained, certified, tested, and measured for competency via instructor lead and on-line training. Our service partners are also exposed to live systems both in the field and at our Elgin, IL test facilities. Each service facility is expected to own and maintain service monitors and test equipment necessary to maintain the Commonwealth's radio system.

#### **Project Experience References**

Reference #1: Virginia Statewide Agencies Radio System (STARS)

Reference #1	Statewide Agencies Radio System (STARS)	
Contract Value	\$6M	
Nature and Scope of Project:	Provided a statewide radio system based on P25 technology. This contract provides communications throughout the Commonwealth of Virginia for 21 State Agencies and facilitates interoperability with local governments.	
Project Duration:	Start Date Year: 2004         End Date Year: 2020	
Nature of the Client:	State Police	
Nature of Client Audience:	Statewide Communications system providing multi-channel trunked voice and data wireless communications.	
Number of Users:	30,000	

Reference #1	Statewide Agencies Radio System (STARS)	
# & Composition of Vendor Employees & Consultants Assigned:	Vendor Project Manager/Key Consultant on Project Team: Assigned Customer Support Manager and Staffing at our System Support Center NOC which includes technical support and is located in Schaumburg, IL	
Client Contact Information:	Provide the name, title, address and telephone number of at least two references or contact persons that the Commonwealth can contact to inquire about the vendor's performance, and indicate the role these individuals had in relation to the assignment or project. The references/contact persons should be individuals who were key stakeholders or project leaders and who can validate the vendor's role and responsibilities and who can comment on the quality of the vendor's performance. 2 contacts required. Reference Contacts:	

Reference #2:	State of Ma	wland (Mar	vland FiRST)
Reference #Z.	State of Mai	yianu (iviai	yianu firsi)

Reference #2	State of Maryland (Maryland First)	
Contract Value	\$52M	
Nature and Scope of Project:	Maryland First is a statewide network for State agencies as well as local jurisdictions. The system provides in building coverage using P25 TDMA technology. The system includes dispatch centers across the State.	
Project Duration:	Start Date Year: 2010End Date Year: 2022	
Nature of the Client:	Department of Information and Technology	
Nature of Client Audience:	Statewide P25 System utilizing the Motorola NOC	
Number of Users:	15,000	
# & Composition of Vendor Employees & Consultants Assigned:	Vendor Project Manager/Key Consultant on Project Team: Dedicated System Manager and dedicated Premier Service Partner providing coverage throughout the State	



Reference #2	State of Maryland (Maryland First)
Reference #2 Client Contact Information:	Provide the name, title, address and telephone number of at least two references or contact persons that the Commonwealth can contact to inquire about the vendor's performance, and indicate the role these individuals had in relation to the assignment or project. The references/contact persons should be individuals who were key stakeholders or project leaders and who can validate the vendor's role and responsibilities and who can comment on the quality of the vendor's performance. 2 contacts required. Reference Contacts:

Reference #3	New Jersey Interoperable Communications System (NJICS)		
Contract Value	\$3.6M		
Nature and Scope of Project:	Statewide P25 trunked network for State Government agencies and 40 local agencies. (Reference Section II-4 Prior Experience)		
Project Duration:	Start Date Year: 2018 End Date Year: 2019		
Nature of the Client:	New Jersey Office of Information and Technology		
Nature of Client Audience:	New Jersey State Police		
Number of Users:	5300		
# & Composition of	Vendor Project Manager/Key Consultant on Project Team:		
Vendor Employees & Consultants Assigned:	Dedicated System Manager, a Customer Support Manager and utilizes the local Premier Service partners throughout the State. Also utilizes the System Support Center NOC located in Schaumburg, IL.		

Reference #3	New Jersey Interoperable Communications System (NJICS)
Client Contact Information:	Provide the name, title, address and telephone number of at least two references or contact persons that the Commonwealth can contact to inquire about the vendor's performance, and indicate the role these individuals had in relation to the assignment or project. The references/contact persons should be individuals who were key stakeholders or project leaders and who can validate the vendor's role and responsibilities and who can comment on the quality of the vendor's performance. <b>2 contacts required.</b>
	Reference Contacts:

#### Reference #4: Michigan's Public Safety Communications System (MPSCS)

Reference #4	Michigan's Public Safety Co	mmunications System (MPSCS)
Contract Value	\$5M	
Nature and Scope of Project:	The MPSCS was developed to replace the Michigan State Police's low band communications system that had been in service for over 40 years. The MPSCS support integrated Voice and Date operation and uses Premier MDS and AVL. The State invited local agencies to become users of the system and addition sites to provide in-building coverage in populated areas. This customer has purchased the full complement of Motorola Services and utilizes our NOC center. (Reference Section II-4 Prior Experience)	
Project Duration:	Start Date Year: 1995 End Date Year: 2021	
Nature of the Client:	Statewide communications system with 245 sites	
Nature of Client Audience:	State Police	
Number of Users:	64,000	
# & Composition of	Vendor Project Manager/Key Consultant on Project Team:	
Vendor Employees & Consultants Assigned:	Dedicated System Manager and Customer Support Manager along with the Premier Service Partners throughout the State. Also utilizes the System Support Center NOC located in Schaumburg, IL.	



Reference #4	Michigan's Public Safety Communications System (MPSCS)
Reference #4 Client Contact Information:	Michigan's Public Safety Communications System (MPSCS) Provide the name, title, address and telephone number of at least two references or contact persons that the Commonwealth can contact to inquire about the vendor's performance, and indicate the role these individuals had in relation to the assignment or project. The references/contact persons should be individuals who were key stakeholders or project leaders and who can validate the vendor's role and responsibilities and who can comment on the quality of the vendor's performance. 2 contacts required. Reference Contacts:

#### Reference #5: Starcom21 (State of Illinois)

Reference #5	Starcom21	(State of Illinois)
Contract Value	\$16M	
Nature and Scope of Project:	STARCOM21 system allows for the State of Illinois officials and agencies to focus on public safety, while Motorola Solutions ensures the system is continuously monitored and kept operational for top performance. Reliability is ensured by using fault-tolerant individual system components, as well as designing the system for redundancy. Interoperability ensures neighboring agencies can work together for response assistance. Coverage is provided to more than 95% of Illinois and includes enhanced coverage in Chicago. (Reference Section II-4 Prior Experience)	
Project Duration:	Start Date Year: 2001	End Date Year: 2022
Nature of the Client:	State Police	
Nature of Client Audience:	Description of project users and/or client/customer audience.	
Number of Users:	70,000	

Reference #5	Starcom21 (State of Illinois)
# & Composition of Vendor Employees & Consultants Assigned:	Vendor Project Manager/Key Consultant on Project Team: Dedicated System Manager and Customer Support Manager along with the Premier Service Partners throughout the State. A total of 15 people are dedicated to this system. Also utilizes the Managed Services NOC in Schaumburg, IL
Client Contact Information:	Provide the name, title, address and telephone number of at least two references or contact persons that the Commonwealth can contact to inquire about the vendor's performance, and indicate the role these individuals had in relation to the assignment or project. The references/contact persons should be individuals who were key stakeholders or project leaders and who can validate the vendor's role and responsibilities and who can comment on the quality of the vendor's performance. 2 contacts required.

#### Additional Maintenance Experience — Land Mobile Radio (LMR) Systems

#### Commonwealth of Pennsylvania PSP Mobile Office System and Legacy VHF Statewide Radio Systems

Motorola Solutions' previous experience originally beginning in 2004 maintaining the PSP's Mobile Office System has provided valuable insight into the types of maintenance, services, and deliverables the Commonwealth has come to expect. The Commonwealth's Mobile Office System was a Motorola Solutions manufactured and maintained Statewide Mobile Data System consisting of equipment, subscribers, and software.

#### Commonwealth of PA Radio Maintenance & Related Services Contract

Motorola Solutions is fully experienced in providing the types of maintenance, services & deliverables required in this RFP. Motorola Solutions has been providing Radio Maintenance and Related Services to the Agencies of the Commonwealth under its previous contract (4400016137) for nearly five years. Prior to referenced contract Motorola provided FSO service support for the PSP Legacy VHF radio system from circa 1974-1998. Especially relevant is our experience with PSP Fleet Transfer; and, our intimate knowledge of the Commonwealth Agencies' existing systems and equipment.



**C. Personnel**. Include the number of personnel who will be engaged in the work. Show where these personnel will be physically located during the time they are engaged in the Project. For key personnel such as Account Manager, Service Manager, or other personnel key to delivering the services described in the RFP, include the employee's name and, through a resume or similar document, the Project personnel's education and experience in the role for which they will be assigned to this project. Indicate the responsibilities each individual will have in this Project and how long each has been with your company.

Resumes are not to include personal information that will, or will be likely to, require redaction prior to release of the proposal under the <u>*Right-to-Know Law*</u>. This includes home addresses and phone numbers, Social Security Numbers, Drivers' License numbers or numbers from state ID cards issued in lieu of a Drivers' License, financial account numbers, personal cell phone numbers, etc. If the Commonwealth requires any of this information for security verification or other purposes, the information will be requested separately and as necessary.

#### **MOTOROLA SOLUTIONS RESPONSE**

#### Comply

Motorola Solutions has provided resumes for key project personnel indicating the employee's education and experience in the services they will perform as it related to this Project.

#### Account Manager

#### Daniel W. Raup

	ACCOUNT MANAGER – DANIEL W. RAUP
SENIOR ACCOUNT MANAGER	Motorola Solutions, Inc. Dalmatia, PA 17017
Date of Hire:	1996
Motorola Solutions Professional Experience:	<ul> <li>Most importantly, what we do to save lives.</li> <li>Responsibilities in this project include: <ul> <li>Sole Point-of-Contact for all requests as well as contractual and purchase order matters;</li> <li>Coordination of all orders; and,</li> <li>Resolution of any issues.</li> </ul> </li> <li>July 2011 - present <ul> <li>Sr. Account Manager</li> <li>Responsible for all Commonwealth of Pennsylvania Accounts and for the administration of Motorola Solutions various contracts with the Commonwealth and its Agencies and Commissions.</li> </ul> </li> <li>1996 until July 2011 <ul> <li>Field Engineering (Last Position Held: Principal Staff Engineer)</li> <li>Served as a Lead Engineering resource for the PA sales team on system sales of</li> </ul> </li> </ul>

ACCOUNT MANAGER – DANIEL W. RAUP	
	<ul> <li>over \$160M.</li> <li>Lead pre-sale and post-sale Engineer for several public safety land mobile radio communication systems, primarily in the State of Pennsylvania. I have designed systems in the UHF and 806/821MHz bands ranging from citywide to countywide coverage. Designs have included both analog and digital signaling, multi-site and simulcast design, with site development and centralized dispatch locations. In addition to trunked radio systems.</li> </ul>
Other Professional Experience:	Systems engineer specializing in RF communications systems. Experience in HF through Microwave. ABB Traction Inc. (became ADTRANZ Inc.), Jan 1995 to July 1996
	RF Communications Engineer, Member of the Staff South Eastern Transportation Authority (SEPTA) "Blue Line" Subway Car Build Project: Had technical responsibility for oversight of subcontractors providing wayside and car borne RF communication systems to include 500MHz simulcast radio sites, tunnel distributed antenna system and video door surveillance systems. Also had responsibility of subcontractors providing the ceiling, fluorescent lighting and LCD signage systems for the car.
	Harris RF Communications Inc., 1993 to 1995 Systems Engineer II
	Abu Dhabi Anti-terrorism Communications & Surveillance System: Design engineer in charge of fixed base console system with interfaces to HF & VHF/UHF voice, microwave video and low speed imaging. This system for headquarters was part of a larger system consisting of a mobile command post, surveillance vehicles and tactical radio systems of which I also had design input. Delivered first shipment (Tactical HF-VHF/UHF voice system) in-country to United Arab Emirates and provided training.
	Additional experience with developing a tactical battery charger for BB590 tactical military radio batteries using a third party charging system but mounting it in a transit case suitable to be used in theater.
Education:	Bachelors of Science, Electrical Engineering. Penn State University, December Class of 1992.
Training, Certifications and Memberships	Certified Subject Matter Expert in RF Propagation since 2005 Certified Subject Matter Expert in 7.x ASTRO25 System Release since 2006
	Member of Kiwanis International since 2005

#### **Service Manager**

Motorola Solutions confirms that it employs a Service Manager, in Pennsylvania, dedicated to the contract resulting from this RFP, with a minimum of four years managerial experience, as indicated in the resume provided below.



#### Michelle L. Jordanel

ichelle E. Jordanei	SERVICE MANAGER – MICHELLE L. JORDANEL
SERVICE MANAGER	Motorola Solutions, Inc. Harrisburg, PA 17102
Date of Hire:	2014
Motorola Solutions Professional Experience:	<ul> <li>2014 - present</li> <li>Service Manager</li> <li>Manage Team in Pennsylvania including System Manager, Lead Technical Support, Customer Support Specialist, Inventory Controller, and various Motorola Authorized Service Centers. We are dedicated to and responsible for customers Mission Critical Public Safety/Service Radio Communication Systems, Phone systems, radio recording systems, and various mobile subscriber systems including but not limited to mobile video recording systems, mobile computer systems.</li> <li>Responsibilities include</li> <li>Communications specialist</li> <li>Manage, Dispatch Operations, Customer Inventory, third party contractors, and Motorola's Pennsylvania Authorized Service Centers.</li> <li>Manage Emergency Service efforts and escalation procedures.</li> <li>Provide analysis and recommendations to the customer to achieve Best-in-Class system performance and utilization.</li> <li>Coordinate service activities and ensure compliance to contract. This includes but is not limited to: System Administration Service, Inventory Management Service, Configuration Management, Required Customer Reports, and Coordination of Required Customer Meetings.</li> <li>Manage the Commonwealth of Pennsylvania contract with responsibility for successful delivery of Motorola's Service.</li> <li>Manages relationships with Motorola external partners and vendors responsible for delivering Service products to our customers.</li> <li>Responsible for Contract renewals, proposals, accurate forecasting, development of Statements of Work.</li> <li>Responsible for Managing Invoicing Creation and Submittal to the Commonwealth of PA meeting their requirements.</li> <li>Manage yearly Fleet Change Over process for the Pennsylvania State Police</li> <li>Manage yearly Pleet Change Over process for the Pennsylvania State Police</li> <li>Manage and maintain dispatching, invoicing, and preventive maintenance databases, files, and reports to meet contract req</li></ul>

	SERVICE MANAGER – MICHELLE L. JORDANEL
	<ul> <li>included approving time cards and coordinating employee vacation and time off requests</li> <li>Monitor service and installation work to meet contract requirements</li> <li>Order and Distribute materials required for service and installation work</li> <li>Manage yearly fleet change over schedule for Pennsylvania State Police</li> <li>Primary Customer Support Specialist for PA State Agencies including PA State Police, DCNR, PEMA, DMVA, PUC, and PA Attorney General</li> <li>Developed and maintain dispatching, billing, and preventive maintenance databases</li> <li>Establish and Manage vendor relationships</li> <li>Generate and Manage invoicing to meet contract requirements of the Commonwealth of PA</li> </ul>
Other Professional Experience:	<ul> <li>Fashion Mystique</li> <li>Harrisburg, PA 17112</li> <li><i>1998-2001</i></li> <li>My experience consists of 20 years in supervising and managing individuals and businesses, including 8 years managing and supervising in the beauty industry. In these capacities, I supervised over 35 individuals on a daily basis. Interviewed, hired, and trained new employees, established and maintained employee schedules, established and maintenance relationships with outside vendors, and managed business data and reports as required.</li> <li>Experiences include:</li> <li>Managing employees on a daily basis</li> <li>Customer service, with complete attention to detail</li> <li>Creating training material, and training new employees</li> <li>Creating, managing, and maintaining vacation and benefit reports</li> <li>Managing employee time cards and payroll</li> <li>Creating and maintaining vendor relationships</li> <li>Ordering of all inventory and materials</li> </ul>
Education:	<ul> <li>Microsoft Access Training</li> <li>Microsoft Excel Training</li> <li>Coaching and Teambuilding Skills Training</li> <li>First Time Manager and Supervisor Training</li> <li>Fundamentals of Finance and Accounting for Non-Financial Managers Training</li> <li>Business Writing and Grammar Skills Training</li> </ul>
Training, Certifications and Memberships	State of Pennsylvania Managers License in the field of Cosmetology

#### Lead Field Service Technician

#### Edward Shock

	LEAD FIELD SERVICE TECHNICIAN – EDWARD SHOCK	
LEAD FIELD SERVICE TECHNICIAN	Motorola Solutions, Inc. Harrisburg, PA 17102	
Date of Hire:	1991	

	LEAD FIELD SERVICE TECHNICIAN – EDWARD SHOCK
Motorola Solutions	2016-Present
Professional Experience:	Senior Technical Support for Commonwealth of Pennsylvania Radio Maintenance and Related Services Contract
	Interface with 15 Motorola Service Shops, over 50 technicians, and 20 installers. Provide technicians with up to date troubleshooting instructions and 24 hour support as needed. Coordinate training for technicians as required. Maintain FTP site and distribute training material, service bulletins, and documents to support the equipment being used in the Commonwealth of Pennsylvania. Maintain relationships with outside vendors that the Commonwealth uses for mobile video recorders, mobile computers, and station logging recorders. Interface with Agency representatives to support maintenance and installation of communication systems.
	2003-2016
	System Manager
	Managed service support on a multi-site communication system for Fairfax County Virginia. Responsible for preventive maintenance and resolution of all issues on their SmartZone 3.0 P25 system. Performed field quality manager services. Responsible for interfacing with vendors and development teams for system issue resolution.
	1997-2003
	System Engineer
	Interfaced with development engineering to troubleshoot and diagnose system level issues. Interfaced with product development to troubleshoot and de-bug software and hardware issues in product line. Performed field engineering services domestically and internationally with a diverse customer base to resolve system issues. Provide technical support for the introduction of Astro P25 systems across the United States. Provided technical support for the State of Colorado SmartZone 3.0 Astro P25 Migration.
	1991-1997
	<b>System Technician</b> Responsible for Carroll County Maryland system installation. Supported multiple public safety systems in the State of Maryland including Anne Arundel County, Charles County, and Carroll County. Supported installation and implementation of numerous systems throughout the Mid-Atlantic Region on the east coast of the United States including Florida, City of Cleveland, and SkyTel 2-way system.
Education:	AA Business Administration, Frederick Community College

#### D. Personnel Requirements.

- 1. Offerors must identify the following dedicated contacts below, as well as complete and submit **Appendix C, Dedicated Contacts**:
  - a. The selected Offeror must provide a dedicated Account Manager who will be the sole point of contact for all requests and will be responsible for the coordination of all orders and the resolution of any issues. The Account

Manager is the sole point of contact with regard to contractual and purchase order matters.

- b. The selected Offeror must provide a dedicated Service Manager, with a minimum of **four (4)** years managerial experience. The Service Manager is the sole point of contact for the resolution of any service issues that are escalated.
- c. The selected Offeror's technicians and subcontractors must have the certifications, qualifications and any other required training in order to repair the Equipment specified in **Appendix D, Equipment Inventory**.
- 2. The Commonwealth, at its sole discretion, may request the removal of any technician and/or subcontractor.

#### **MOTOROLA SOLUTIONS RESPONSE**

#### Comply

Motorola Solutions has provided a) a dedicated Account Manager that will serve as the sole point of contact for contractual and purchase order matters; b) a dedicated Service Manager that will serve as sole point of contact for the resolution of any escalated service issues; and c) the certifications / training and qualifications for Motorola Solutions' Lead Field Service Technician and other technicians and subcontractors for this Project.

#### Account Manager – Sole Point of Contact (Contractual and Purchase Order Matters)

Daniel W. Raup

ACCOUNT MANAGER – DANIEL W. RAUP	
SENIOR ACCOUNT MANAGER (26 Years' Experience)	Motorola Solutions, Inc. North American Sales and Field Operations Government and Public Safety Markets Dalmatia, PA 17017

#### Service Manager – Dedicated Point of Contact

#### Michelle L. Jordanel

SERVICE MANAGER – MICHELLE L. JORDANEL	
SERVICE MANAGER (21 Years' Experience)	Motorola Solutions, Inc. Harrisburg, PA 17102

#### Other Technicians and Subcontractors Certifications and Qualifications

#### Edward Shock

LEAD FIELD SERVICE TECHNICIAN – EDWARD SHOCK	
LEAD FIELD SERVICE TECHNICIAN	Motorola Solutions, Inc. Harrisburg, PA 17102



	LEAD FIELD SERVICE TECHNICIAN – EDWARD SHOCK
(28 Years' Experience)	
Date of Hire:	1991
Motorola Solutions Professional Experience:	2016-Present Senior Technical Support for Commonwealth of Pennsylvania Radio Maintenance and Related Services Contract Interface with 15 Motorola Service Shops, over 50 technicians, and 20 installers. Provide technicians with up to date troubleshooting instructions and 24 hour support as needed. Coordinate training for technicians as required. Maintain FTP site and distribute training material, service bulletins, and documents to support the equipment being used in the Commonwealth of Pennsylvania. Maintain relationships with outside vendors that the Commonwealth uses for mobile video recorders, mobile computers, and station logging recorders. Interface with Agency representatives to support maintenance and installation of communication systems.
	<ul> <li>2003-2016</li> <li>System Manager</li> <li>Managed service support on a multi-site communication system for Fairfax County Virginia. Responsible for preventive maintenance and resolution of all issues on their SmartZone 3.0 P25 system. Performed field quality manager services. Responsible for interfacing with vendors and development teams for system issue resolution.</li> <li>1997-2003</li> <li>Sustem Engineer</li> </ul>
	<b>System Engineer</b> Interfaced with development engineering to troubleshoot and diagnose system level issues. Interfaced with product development to troubleshoot and de-bug software and hardware issues in product line. Performed field engineering services domestically and internationally with a diverse customer base to resolve system issues. Provide technical support for the introduction of Astro P25 systems across the United States. Provided technical support for the State of Colorado SmartZone 3.0 Astro P25 Migration.
	1991-1997 System Technician Responsible for Carroll County Maryland system installation. Supported multiple public safety systems in the State of Maryland including Anne Arundel County, Charles County, and Carroll County. Supported installation and implementation of numerous systems throughout the Mid-Atlantic Region on the east coast of the United States including Florida, City of Cleveland, and SkyTel 2-way system.
Education:	AA Business Administration, Frederick Community College

#### Exhibit C, Final Negotiated Technical Submittal

	Motorola Solutions Field Radio Technicians										
No.	Last Name	First Name	Years of Experience	Current Employer	Location	Education / Certifications	Percentage	PSP/Other Agencies			
1	Smith	David	43	Bearcom	Boardman	FCC General License - ETA Certified Electronic Tech	99%	PSP			
2	Treglia	Rich	33	Bearcom	Boardman	ETA Certified Electronic Tech	15%	Other Agencies			
3	Yerkey	Earl	12	Bearcom	Boardman	Field Service Technician - On Job Training/Experience	99%	PSP			
4	Bosnick	Aaron	6	Bearcom	Fairmont	Technician - BS Electronics Engineering Technology	15%	Additional Support for Any Agency as Needed			
5	Atkins	Mitchell	1	Bearcom	Greensburg	Technician - BS Electronics Engineering Technology	99%	Additional Support for Any Agency as Needed			
6	Poponick	Joe	26	Bearcom	Greensburg	FCC General License - ETA Certified Electronic Tech	15%	Other Agencies			
7	Price	Terry	12	Bearcom	Greensburg	ETA Certified Electronic Tech	15%	Additional Support for Any Agency as Needed			
8	March	Nick	5	Bearcom	Pittsburgh	BS Electronics Engineering Technology - ETA Certified Electronic Tech-FCC General License	15%	Additional Support for Any Agency as Needed			
9	Ron	D'Alessand ro	20	Bearcom	Pittsburgh	FCC General License - ETA Certified Electronic Tech	15%	Other Agencies			
10	Uphoff	Jim	10	Bearcom	Pittsburgh	Field Service Technician - On Job Training/Experience	99%	PSP			
11	Florick	Martin	15	Bearcom	Washington	FCC General License / ETA Certified Electronic Tech	15%	Additional Support for Any Agency as Needed			

#### Table 1-1: Motorola Solutions Field Radio Technicians (Revised 3.06.2019)



#### Commonwealth of Pennsylvania January 16, 2019, Revised May 14, 2019

				Motorola Sol	utions Field Ra	dio Technicians		
No.	Last Name	First Name	Years of Experience	Current Employer	Location	Education / Certifications	Percentage	PSP/Other Agencies
12	Sowinski	John	39	Bearcom	WheelingFCC General License - ETA Certified Electronic Tech15%		15%	Additional Support for Any Agency as Needed
13	Priebe	Mike	35	Capital Area Communications	Bethlehem	ETA Certified Electronics 15%		Other Agencies
14	Blaine	Brad	33	Capital Area Communications	Dickson City	ETA Certified Electronic 99%		PSP
15	DeWitt	John	15	Capital Area Communications	Elmira NY	R56 Journeyman 25%		Other Agencies
16	Amspacker	Jim	16	Capital Area Communications	Harrisburg	Microsoft A Plus - Completed	uu%	
17	Anderson	Robert	25	Capital Area Communications	Harrisburg	Associate Degree Specialized Technology/ETA Certified Electronics Technician	99%	Additional Support for Any Agency as Needed
18	Corcoran	Mike	39	Capital Area Communications	Harrisburg	FCC General License	50%	Additional Support for Any Agency as Needed
19	Hines	Donald	20	Capital Area Communications	Harrisburg	Associate Degree Specialized Technology	99%	Additional Support for Any Agency as Needed
20	Lex	Carl	44	Capital Area Communications	Harrisburg	FCC General License	15%	Other Agencies
21	Loomis	Darrell	50	Capital Area Communications	Harrisburg	R56 and Motorola Project Management	100%	PSP
22	Miller	Donald	34	Capital Area Communications	Harrisburg	Certified Electronic Tech	15%	Additional Support for Any Agency as Needed
23	Rakes	Dan	14	Capital Area Communications	Harrisburg	Certified Electronic Tech	15%	Additional Support for Any Agency as Needed

				Motorola Sol	utions Field Ra	dio Technicians		
No.	Last Name	First Name	Years of Experience	Current Employer	Location	Education / Certifications Percentage		PSP/Other Agencies
24	Serrano	Carlos	4	Capital Area Communications	Harrisburg	Associate Degree Specialized Technology	99%	PSP
25	Shepler	Johnathan	14	Capital Area Communications			PSP	
26	Springer	Joe	40	Capital Area Communications	ns Harrisburg Certified Electronic Tech 15%		Other Agencies	
27	Warner	Ryan	14	Capital Area Communications			Additional Support for Any Agency as Needed	
28	Weaver	Steve	26	Capital Area Communications			PSP	
29	Keifer	Roger	30	Capital Area Communications			99%	Additional Support for Any Agency as Needed
30	Brooks	Eric	31	Centre Communications	Bellefonte	Owner	15%	Additional Support for Any Agency as Needed
31	Glantz	Mike	15	Centre Communications	Bellefonte	Infrastructure Technician	15%	Additional Support for Any Agency as Needed
32	Hocker	Allen	3	Centre Communications	Bellefonte	Installer/Technician	75%	Other Agencies
33	Hosterman	Karl	31	Centre Communications	Bellefonte	Owner	30%	Other Agencies
34	Leach	Dan	16	Centre Communications	Bellefonte	Technician	75%	PSP
35	Meyers	Clark	14	Centre Communications	Bellefonte	Installer/Technician	75%	Other Agencies
36	Poorman	Ralph	23	Centre Communications	Bellefonte	Technician	15%	Additional Support for Any Agency as Needed

	Motorola Solutions Field Radio Technicians										
No.	Last Name	First Name	Years of Experience	Current Employer	Location	Education / Certifications	Percentage	PSP/Other Agencies			
37	Redin	Gustaf	1	Centre Communications	Bellefonte	Part Time Summer help	75%	Other Agencies			
38	Redin	Michael	27	Centre Communications			99%	Additional Support for Any Agency as Needed			
39	Royer	Jeremy	10	Centre Communications	Bellefonte Installer/Technician 75%		75%	Other Agencies			
40	Russell	Keith	1	Centre Communications	ns Bellefonte Installer 75%		Additional Support for Any Agency as Needed				
41	Shaffer	Justin	3	Centre Communications	cations Bellefonte Installer 50%		Additional Support for Any Agency as Needed				
42	Yost	Jonathan	14	Centre Communications	Rollotonto Unctallor/Tochnician I 00%		99%	PSP			
43	Checkon	Larry	40	Centre Communications	Ebensburg	FCC General License	15%	Additional Support for Any Agency as Needed			
44	Hite	Kevin	13	Centre Communications	Ebensburg	Technician/Installer	50%	Other Agencies			
45	Detwiler	Vaughn	40	ComPros, Inc.	Altoona / State College	Certified Electronic Tech / FCC General License	15%	Other Agencies			
46	Giffin	Ronald	23	ComPros, Inc.	Altoona / State College	Certified Electronic Tech	15%	Other Agencies			
47	Herist	Tyson	3	ComPros, Inc.	Altoona / State College	BS Electrical Engineering	99%	Additional Support for Any Agency as Needed			
48	Morgart	JR	11	ComPros, Inc.	Altoona / State College	Certified Electronic Tech / FCC General License	15%	PSP			
49	Peterson	Josh	3	ComPros, Inc.	Altoona / State College	AS Technology Degree	99%	Additional Support for Any Agency as Needed			

				Motorola Sol	utions Field Rad	dio Technicians		
No.	Last Name	First Name	Years of Experience	Current Employer	Location	Education / Certifications	Percentage	PSP/Other Agencies
50	Spohn	Calin	2	ComPros, Inc.	Altoona / State College	Certified Electronic Tech	99%	Additional Support for Any Agency as Needed
51	Tyler	Troxel	3	ComPros, Inc.	Altoona / State College C++ Certified 15%		15%	Additional Support for Any Agency as Needed
52	Wilkinson	Nathan	8	ComPros, Inc.	Chambersbur g FCC General License 99%		99%	Other Agencies
53	Betz	Pete	13	Keystone Communications	Northumberla nd Engineer 15%		Additional Support for Any Agency as Needed	
54	Hartranft	Dennis	39	Keystone Communications	Northumberla Certified Electronic Tech 75%		Additional Support for Any Agency as Needed	
55	Knowles	Joseph	23	Keystone Communications			50%	PSP
56	Swanger	Lee	18	Keystone Communications	Northumberla nd	Certified Electronic Tech	75%	Additional Support for Any Agency as Needed
57	Wagner	Nate	1	Keystone Communications	Northumberla nd	Certified Electronic Tech	99%	Other Agencies
58	Wesstrom	Owen	13	Keystone Communications	Northumberla nd	Engineer	15%	Other Agencies
59	Wesstrom	Robin	41	Keystone Communications	Northumberla nd	Certified Electronic Tech	15%	Other Agencies
60	Zosh	Steve	4	Keystone Communications	Northumberla nd	Engineer	50%	Additional Support for Any Agency as Needed
61	Brower	James	35	Metropolitan Communications	Exton	Certified Electronic Tech	30%	PSP
62	Chandler	Scott	40	Metropolitan Communications	Exton	Certified Electronic Tech	15%	Additional Support for Any Agency as Needed

	Motorola Solutions Field Radio Technicians										
No.	Last Name	First Name	Years of Experience	Current Employer	Location	Education / Certifications	Percentage	PSP/Other Agencies			
63	Chavez	Eric	5	Metropolitan Communications	Exton	Certified Electronic Tech	30%	Additional Support for Any Agency as Needed			
65	Jubeck	Thomas	34	Metropolitan Communications			Additional Support for Any Agency as Needed				
66	Oechsle	Paul	20	Metropolitan Communications			Other Agencies				
67	Walp	Andrew	25	Metropolitan Communications			Other Agencies				
68	Adam	Robert	20	Radio         Eddystone         Certified Electronic Tech         15%		Additional Support for Any Agency as Needed					
69	Ford	James	40	Radio Communications			15%	Additional Support for Any Agency as Needed			
70	Higgins	John	45	Radio Communications	Eddystone	Certified Electronic Tech	15%	Additional Support for Any Agency as Needed			
71	Reynolds	Dan	15	Radio Communications	Eddystone	Certified Electronic Tech	30%	Other Agencies			
72	Van Leer	David	25	Radio Communications	Eddystone	Certified Electronic Tech	15%	Additional Support for Any Agency as Needed			
73	Watkins	Alan	35	Radio Communications	Exton	Certified Electronic Tech	99%	PSP			
74	Brubaker	Christopher	25	Radio Maintenance Inc.	Reading	CET Journeymen	15%	Additional Support for Any Agency as Needed			
75	Crist	Eric	20	Radio Maintenance Inc.	Reading	CET Associate	99%	Additional Support for Any Agency as Needed			
76	Hafer	Zakkarie Tyler	5	Radio Maintenance Inc.	Reading	CET Associate	99%	Other Agencies			

	Motorola Solutions Field Radio Technicians											
No.	Last Name	First Name	Years of Experience	Current Employer	Location	Education / Certifications	Percentage	PSP/Other Agencies				
77	Koch	Brandon	4	Radio Maintenance Inc.	Reading	Field Service Technician - On Job Training/Experience	75%	PSP				
78	Monesmith	Gary	14	Radio Maintenance Inc.	ance Reading BS in Electrical Engineering/ Certified Electronic Tech/ Journeymen / AA in 75% Computer Science/ AA in Electronics Technology		Other Agencies					
79	White	Brandon	3	Radio Maintenance Inc.	Reading	Field Service Technician - On Job Training/Experience 50%		Additional Support for Any Agency as Needed				
80	Witiak	Kyle	15	Radio Maintenance Inc.	Reading	CET Journeymen	15%	Additional Support for Any Agency as Needed				
81	Arnold	Mark	25	Wireless Electronics	Philadelphia	CET, CSM, FCC GROL	15%	Additional Support for Any Agency as Needed				
82	Boyd	John	40	Wireless Electronics	Philadelphia	CET, FCC GROL	15%	Additional Support for Any Agency as Needed				
83	Fergusson	Bill	20	Wireless Electronics	Philadelphia	Certified Electronic Tech	30%	Other Agencies				
84	Helsen	Chris	2	Wireless Electronics	Philadelphia	GCT1, GCT2	15%	Additional Support for Any Agency as Needed				
85	Horan	Dan	5	Wireless Electronics	Philadelphia	Field Service Technician - On Job Training/Experience	99%	PSP				
86	Jones	Chris	30	Wireless Electronics	Philadelphia	CET, R56	15%	Additional Support for Any Agency as Needed				
87	Ralph	Ciampaglia	40	Wireless Electronics	Philadelphia	CET, FCC GROL, 7.X	15%	Additional Support for Any Agency as Needed				

#### Commonwealth of Pennsylvania January 16, 2019, Revised May 14, 2019

	Motorola Solutions Field Radio Technicians										
No.	Last Name	First Name	Years of Experience	Current Employer	Location	Education / Certifications	Percentage	PSP/Other Agencies			
88	Raposa	Zac	6	Wireless Electronics	Philadelphia	GCT1, GCT2, CET, R56	15%	Additional Support for Any Agency as Needed			
89	Seiple	Joe	10	Wireless Electronics	Philadelphia	7.x, MCC CONSOLE	15%	Additional Support for Any Agency as Needed			
90	Zarbatany	Dan	27	Wireless Electronics	Philadelphia	CET, 7.X, MCC CONSOLES	30%	Other Agencies			

			Moto	orola Solutions Vehi	cular Installation	Technicians	
No.	Last Name	First Name	Years of Experience	Current Employer	Location	Education/Certifications	PSP/Other Agencies
1	Hill	John	10	Bearcom	Pittsburgh	Installer	Other Agencies
2	Trabbold	Michael	10	Bearcom	Pittsburgh	Installer - On Job Training/Experience	Other Agencies
3	Niland	Shawn	5	Capital Area Communications	Harrisburg	R56 Certified	Other Agencies/PSP as needed, not dedicated
4	Poorman	Kade	11	Centre Communications	Bellefonte	Fabricator	Other Agencies
5	Colon-Soto	Alejandro	3	K&C Communication	Harrisburg	Installer - On Job Training/Experience	Other Agencies
6	Cupeles	Miguel	15	K&C Communication	Harrisburg	Mobile Comm & Electronic Installer	Other Agencies/PSP as needed, not dedicated

			Moto	orola Solutions Vehi	cular Installation	Technicians	
No.	Last Name	First Name	Years of Experience	Current Employer	Location	Education/Certifications	PSP/Other Agencies
7	Hedenberg	Kurt	5	K&C Communication	Harrisburg	Certified R56 Installer, Mobile Comm & Electronic Installer	PSP Dedicated
8	Henry	Nichole	1	K&C Communication	Harrisburg	Level 4 CJIS Security Training	PSP as needed, not dedicated
9	Hogan	Brittany	1	K&C Communication	Harrisburg	Level 4 CJIS Security Training	PSP as needed, not dedicated
10	Huffman	Ricky	1	K&C Communication	Harrisburg	Level 4 CJIS Security Training	PSP as needed, not dedicated
11	Kepes	Lisa	1	K&C Communication	Harrisburg	Level 4 CJIS Security Training	PSP as needed, not dedicated
12	Lex	Matt	26	K&C Communication	Harrisburg	Certified R56 Installer	Other Agencies/PSP as needed, not dedicated
13	Meschke	Brandon	5	K&C Communication	Harrisburg	Electronics Engineering Technology- Telecommunications Degree	PSP Dedicated
14	Miller	David	1	K&C Communication	Harrisburg	Level 4 CJIS Security Training	PSP as needed, not dedicated
15	Rakes	Daniel	20	K&C Communication	Harrisburg	Certified Electronic Tech	Other Agencies/PSP as needed, not dedicated
16	Santiago	Carlos	4	K&C Communication	Harrisburg	Mobile Comm & Electronic Installer	PSP Dedicated
17	Sherrid	Joshua	3	K&C Communication	Harrisburg	Installer - On Job Training/Experience	PSP as needed, not dedicated
18	Toledo	Anthony	1	K&C Communication	Harrisburg	Installer - On Job Training/Experience	PSP as needed, not dedicated

Commonwealth of Pennsylvania January 16, 2019, Revised May 14, 2019

	Motorola Solutions Vehicular Installation Technicians										
No.	Last Name	First Name	Years of Experience	Current Employer	Location	Education/Certifications	PSP/Other Agencies				
19	Weaver	Steve	25	K&C Communication	Harrisburg	Certified Electronic Tech	PSP Dedicated				
20	Weber	Charles	26	K&C Communication	Harrisburg	Associate Degree in Electrical Engineering	PSP Dedicated				
21	Colon	Wesley	1	K&C Communication s	Harrisburg	Level 4 CJIS Security Training	Other Agencies				
22	Cordero	Jonathan	5	K&C Communication s	Harrisburg	Associate Degree in Electrical Engineering	Other Agencies/PSP as needed, not dedicated				
23	McKinley	Allen	25	Keystone Communications	Northumberland	Certified Tech	Other Agencies				
24	Oliveri	Matthew	2	Keystone Communications	Northumberland	In-House	Other Agencies				
25	Herring	Gary	37	Metropolitan Communications	Exton	Installer - On Job Training/Experience	Other Agencies				
26	Lashendock	Stewart	15	Metropolitan Communications	Exton	Installer - On Job Training/Experience	Other Agencies				
27	Warrington	Anthony	25	Metropolitan Communications	Exton	Installer - On Job Training/Experience	Other Agencies				
28	Freitag	Howard	21	Radio Maintenance Inc.	Reading	R56 Certified	Other Agencies				
29	Kegerise	Allen	34	Radio Maintenance Inc.	Reading	Diploma in Electronics Technology/ APX Technical Subscriber Certification/ R56 Certified	Other Agencies				

	Motorola Solutions Vehicular Installation Technicians										
No.	Last Name	First Name	Years of Experience	Current Employer	Location	Education/Certifications	PSP/Other Agencies				
30	Werst	Craig	30	Radio Maintenance Inc.	Reading	Diploma in Electronics Technology/ R56 Certified	Other Agencies				
31	Cassetta	Nico	15	Wireless Electronics	Philadelphia	R56 Certified	Other Agencies				
32	Greway	Chris	10	Wireless Electronics	Philadelphia	Installer - On Job Training/Experience	Other Agencies				
33	Petersen	Eric	15	Wireless Electronics	Philadelphia	Installer - On Job Training/Experience	Other Agencies				
34	Simpson	John	15	Wireless Electronics	Philadelphia	Installer - On Job Training/Experience	Other Agencies				
35	Smith	Ron	3	Wireless Electronics	Philadelphia	Installer - On Job Training/Experience	Other Agencies				
36	Wales	Kyle	6	Wireless Electronics	Philadelphia	Installer - On Job Training/Experience	Other Agencies				



## E. Personnel Replacement.

- 1. Replacement of dedicated contacts. After dedicated contacts are assigned and approved by the Commonwealth, the Selected Offeror may not divert or replace dedicated contacts without written approval of the Commonwealth and in accordance with the following procedures.
  - a. The Selected Offeror shall notify the Commonwealth at least **60 days** in advance of the proposed diversion or replacement of dedicated contacts, and providing the name, qualifications and background check of the person who will replace the diverted or removed staff. Within **10 days** of receipt of the diversion or replacement notice, the Commonwealth will notify the Selected Offeror whether the proposed diversion is acceptable or if the replacement is approved.
  - b. Advance notification is not required for changes in dedicated contacts due to resignations, death and disability, dismissal for cause or dismissal as a result of termination of a subcontract or any other cause that is beyond the control of the Selected Offeror. However, the Commonwealth must approve the replacement dedicated contacts. Replacement of dedicated contacts whose availability changes for reasons beyond the control of the Selected Offeror must occur:
    - (1) on a temporary basis, within **one (1) week** of the availability change; and
    - (2) on a permanent basis, no longer than **30 days** from the availability change.
  - c. The Commonwealth may request that the Selected Offeror remove one or more of its staff persons from the contract at any time, with **30 days**' written notice. If a staff person is removed from the Contract, the selected Offeror will have **10 days** to fill the vacancy with a staff person acceptable in terms of experience and skills, subject to the Commonwealth approval.

### **MOTOROLA SOLUTIONS RESPONSE**

Comply

- F. Subcontractors. Provide a subcontracting plan for all subcontractors, including small diverse business and small business subcontractors, who will be assigned to the Project. The selected Offeror is prohibited from subcontracting or outsourcing any part of this Project without the express written approval from the Commonwealth. Refer to Section 8 of Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services, regarding removal of a subcontractor from the project. Replacement of a subcontractor shall be handled in the same manner as the replacement of dedicated contacts, please see Section III.C. Personnel. Upon award of the contract resulting from this RFP, subcontractors included in the proposal submission are deemed approved. For each position included in your subcontracting plan provide:
  - 1. Name of subcontractor;
  - 2. Address of subcontractor;

- 3. Number of years worked with the subcontractor;
- 4. Number of employees by job category to work on this project;
- 5. Description of services to be performed;
- 6. The percentage of time each member of the staff will be dedicated to this project;
- 7. Geographical location of staff; and
- 8. Resumes (if appropriate and available).

## MOTOROLA SOLUTIONS RESPONSE

### Comply

Motorola Solutions will engage and be partnering with several of our service providers across the Commonwealth.

Motorola Solutions has provided a complete overview of each subcontractor, including name of subcontractor, address of subcontractor, number of years worked with the subcontractor, number of employees by job category to work on this project, description of services to be performed, the percentage of time each member of the staff will be dedicated to this project, geographical location of staff, and resumes available upon request. We have also provided in Table 1-1 and Table 1-2 above, listing the Field Radio Technicians and Vehicle Installation Technicians, including name, company, years of experience, location, education / certifications, percentage of time available for this project and assignment to PSP and other agencies. A summary of this information is set forth below.

K & C COMMUNICATIONS		
Category	Motorola Solutions Response	Comments
Name of Service Center	K & C Communications	
Address of Service Center	4120 Swatara Dr., Harrisburg, PA 17113	
Number of years worked with Service Center	23	Formerly was a Motorola Solutions owned Service Center
Number of Employees by job category to work on this project	One (1) Customer Support Manager One (1) Office Manager Eighteen (18) Vehicular Installation Technicians	Motorola Solutions' Service Manager will provide overall management support of all installation work orders including PSP fleet change over. Motorola Solutions' Lead Field Service Technician will provide quality assurance. Motorola Solutions' Customer Support Specialist will support fleet scheduling and installation work order coordination. Motorola Solutions' Inventory Controller will support parts and materials needed for installations.

## K & C Communications



K & C COMMUNICATIONS		
Category	Motorola Solutions Response	Comments
Description of Services to be performed	Provide installation services for PA State Police Fleet Change Over, PA State Installation Work Orders, and other Agency work orders including but not limited to DCNR, Attorney General, Harrisburg Capital Police, State Correctional Institute	
Percentage of time the staff will be dedicated to this project	Personnel assigned will be dedicated to Pennsylvania State Agency Installations as required to meet scheduling needs.	
Geographic location of staff	Harrisburg, PA	
Resumes	To be provided upon request	

## BearCom

BEARCOM		
Category	Motorola Solutions Response	Comments
Name of Service Center	Bearcom	
Address of Service Center	3229 Spruce Way, Pittsburgh, PA 15201	
	515 New Alexandria Rd., Greensburg, PA 15601	
	7338 Southern Blvd., Boardman, OH 44512	
Number of years worked with Service Center	23	
Number of Employees by job category to work on this project	One (1) Customer Service Manager Twelve (12) Field Service Technicians Two (2) Vehicular Installation Technicians	Motorola Solutions' Service Manager will provide overall management support of all service and installation work. Motorola Solutions' Lead Field Service Technician will provide technical support, training, and quality assurance. Motorola Solutions' Customer Support Specialist will support all service and installation work order coordination. Motorola Solutions' Inventory Controller will support parts and materials needed for service and installations.

Commonwealth of Pennsylvania January 16, 2019, Revised May 14, 2019

BEARCOM		
Category	Motorola Solutions Response	Comments
Description of Services to be performed	Provide field service technicians to support maintenance and installation on all requests for mobile, console, generator, tower, microwave, and infrastructure equipment, or any other requests to support PA State Agencies communication needs. Provide preventive maintenance support as required.	
Percentage of time the staff will be dedicated to this project	Personnel assigned will be dedicated to Pennsylvania State Agency service and installation as needed in order to meet service level agreements and work order requests	
Geographic location of staff	Pittsburgh, PA Greensburg, PA Boardman, OH	Field Technicians are strategically located around the state with access to spare parts. With focus on meeting service level agreements, they can be dispatched directly from their homes as needed in order to meet the Agencies requirements.
Resumes	To be provided upon request	

# **Capital Area Communications**

CAPITAL AREA COMMUNICATIONS		
Category	Motorola Solutions Response	Comments
Name of Service Center	Capital Area Communications	
Address of Service Center	4120 Swatara Dr., Harrisburg, PA 17113	
	433 Lawrence St., Old Forge, PA 18518	
	700 N Elk Ave – PO Box 160, Kane PA, 16735	
Number of years worked with Service Center	14	

Radio Maintenance & Related Services



	CAPITAL AREA COI	MMUNICATIONS
Category	Motorola Solutions Response	Comments
Number of Employees by job category to work on this project	One (1) Company President One (1) Customer Service Manager One (1) Project Manager Fifteen (15) Field Service Technicians Eight (8) Tower Technicians One (1) Vehicular Installation Technician assigned to other agency installation work orders, also available to assist those dedicated to PSP on an as needed basis.	Motorola Solutions' Service Manager will provide overall management support of all service and installation work. Motorola Solutions' Lead Field Service Technician will provide technical support, training, and quality assurance. Motorola Solutions' Customer Support Specialist will support all service and installation work order coordination. Motorola Solutions' Inventory Controller will support parts and materials needed for service and installations.
Description of Services to be performed	Provide field service technicians, tower technicians, and project manager support. Provide project management support for PA State Police station relocation work. Technicians will provide maintenance and installation support on all requests for mobile, console, generator, tower, microwave, and infrastructure equipment, or any other requests to support PA State Agencies communication needs. Provide preventive maintenance support as required.	
Percentage of time the staff will be dedicated to this project	Personnel assigned will be dedicated to Pennsylvania State Agency service and installation as needed in order to meet service level agreements and work order requests	
Geographic location of staff	Harrisburg, PA Old Forge, PA Kane, PA	Field Technicians are strategically located around the state with access to spare parts. With focus on meeting service level agreements, they can be dispatched directly from their homes as needed in order to meet the Agencies requirements.
Resumes	To be provided upon request	

## **Centre Communications**

	CENTRE COMM	UNICATIONS
Category	Motorola Solutions Response	Comments
Name of Service Center	Centre Communications	
Address of Service Center	150 Radio Dr., Bellefonte, PA 16823	
	328 East High St., Ebensburg, PA 15931	
Number of years worked with Service Center	13	
Number of Employees by job category to work on this project	One (1) Company President One (1) Customer Service Manager Two (2) Infrastructure Specialist Eleven (11) Field Service Technicians One (1) Vehicular Installation Technician (Fabricator)	Motorola Solutions' Service Manager will provide overall management support of all service and installation work. Motorola Solutions' Lead Field Service Technician will provide technical support, training, and quality assurance. Motorola Solutions' Customer Support Specialist will support all service and installation work order coordination. Motorola Solutions' Inventory Controller will support parts and materials needed for service and installations.
Description of Services to be performed	Provide field service technicians to support maintenance and installation on all requests for mobile, console, generator, tower, microwave, and infrastructure equipment, or any other requests to support PA State Agencies communication needs. Provide preventive maintenance support as required.	
Percentage of time the staff will be dedicated to this project	Personnel assigned will be dedicated to Pennsylvania State Agency service and installation as needed in order to meet service level agreements and work order requests	



	CENTRE COMMUNICATIONS		
Category	Motorola Solutions Response	Comments	
Geographic location of staff	Bellefonte, PA Ebensburg, PA	Field Technicians are strategically located around the state with access to spare parts. With focus on meeting service level agreements, they can be dispatched directly from their homes as needed in order to meet the Agencies requirements.	
Resumes	To be provided upon request		

# Compros Inc.

COMPROS INC.		
Category	Motorola Solutions Response	Comments
Name of Service Center	Compros Inc.	
Address of Service Center	400 Highland Ave., Altoona, PA 16602	
	584 W. Loudon St., Chambersburg, PA 17201	
Number of years worked with Service Center	65	
Number of Employees by job category to work on this project	One (1) Customer Service Manager Eight (8) Field Service Technicians	Motorola Solutions' Service Manager will provide overall management support of all service and installation work. Motorola Solutions' Lead Field Service Technician will provide technical support, training, and quality assurance. Motorola Solutions' Customer Support Specialist will support all service and installation work order coordination. Motorola Solutions' Inventory Controller will support parts and materials needed for service and installations.
Description of Services to be performed	Provide field service technicians to support maintenance and installation on all requests for mobile, console, generator, tower, microwave, and infrastructure equipment, or any other requests to support PA State Agencies communication needs. Provide preventive maintenance support as required.	

Commonwealth of Pennsylvania January 16, 2019, Revised May 14, 2019

	COMPROS INC.			
Category	Motorola Solutions Response	Comments		
Percentage of time the staff will be dedicated to this project	Personnel assigned will be dedicated to Pennsylvania State Agency service and installation as needed in order to meet service level agreements and work order requests			
Geographic location of staff	Altoona, PA Chambersburg, PA	Field Technicians are strategically located around the state with access to spare parts. With focus on meeting service level agreements, they can be dispatched directly from their homes as needed in order to meet the Agencies requirements.		
Resumes	To be provided upon request			

## **Keystone Communications**

KEYSTONE COMMUNICATIONS		
Category	Motorola Solutions Response	Comments
Name of Service Center	Keystone Communications	
Address of Service Center	463 Duke St., Northumberland, PA 17857	
Number of years worked with Service Center	15	
Number of Employees by job category to work on this project	One (1) Customer Service Manager Eight (8) Field Service Technicians Two (2) Vehicular Installation Technicans	Motorola Solutions' Service Manager will provide overall management support of all service and installation work. Motorola Solutions' Lead Field Service Technician will provide technical support, training, and quality assurance. Motorola Solutions' Customer Support Specialist will support all service and installation work order coordination. Motorola Solutions' Inventory Controller will support parts and materials needed for service and installations.



KEYSTONE COMMUNICATIONS		
Category	Motorola Solutions Response	Comments
Description of Services to be performed	Provide field service technicians to support maintenance and installation on all requests for mobile, console, generator, tower, microwave, and infrastructure equipment, or any other requests to support PA State Agencies communication needs. Provide preventive maintenance support as required.	
Percentage of time the staff will be dedicated to this project	Personnel assigned will be dedicated to Pennsylvania State Agency service and installation as needed in order to meet service level agreements and work order requests	
Geographic location of staff	Northumberland, PA	Field Technicians are strategically located around the state with access to spare parts. With focus on meeting service level agreements, they can be dispatched directly from their homes as needed in order to meet the Agencies requirements.
Resumes	To be provided upon request	

## **Metropolitan Communications**

METROPOLITAN COMMUNICATIONS				
Category	Motorola Solutions Response	Comments		
Name of Service Center	Metropolitan Communications			
Address of Service Center	309 Commerce Dr., Exton, PA 19341			
Number of years     47       worked with Service     Enter				

METROPOLITAN COMMUNICATIONS					
Category	Motorola Solutions Response	Comments			
Number of Employees by job category to work on this project	One (1) Customer Service Manager Seven (7) Field Service Technicians Three (3) Vehicular Installation Technicians	Motorola Solutions' Service Manager will provide overall management support of all service and installation work. Motorola Solutions' Lead Field Service Technician will provide technical support, training, and quality assurance. Motorola Solutions' Customer Support Specialist will support all service and installation work order coordination. Motorola Solutions' Inventory Controller will support parts and materials needed for service and installations.			
Description of Services to be performed	Provide field service technicians to support maintenance and installation on all requests for mobile, console, generator, tower, microwave, and infrastructure equipment, or any other requests to support PA State Agencies communication needs. Provide preventive maintenance support as required.				
Percentage of time the staff will be dedicated to this project	Personnel assigned will be dedicated to Pennsylvania State Agency service and installation as needed in order to meet service level agreements and work order requests				
Geographic location of staff	Exton, PA	Field Technicians are strategically located around the state with access to spare parts. With focus on meeting service level agreements, they can be dispatched directly from their homes as needed in order to meet the Agencies requirements.			
Resumes	To be provided upon request				

### **Radio Communications Services**

RADIO COMMUNICATIONS SERVICES				
Category	Motorola Solutions Response	Comments		
Name of Service CenterRadio Communications Service				
Address of Service Center	940 Eddystone Ave., Eddystone, PA 19022			



RADIO COMMUNICATIONS SERVICES					
Category Motorola Solutions Response		Comments			
Number of years worked with Service Center	26				
Number of Employees by job category to work on this project	One (1) Customer Service Manager Six (6) Field Service Technicians	Motorola Solutions' Service Manager will provide overall management support of all service and installation work. Motorola Solutions' Lead Field Service Technician will provide technical support, training, and quality assurance. Motorola Solutions' Customer Support Specialist will support all service and installation work order coordination. Motorola Solutions' Inventory Controller will support parts and materials needed for service and installations.			
Description of Services to be performed	Provide field service technicians to support maintenance and installation on all requests for mobile, console, generator, tower, microwave, and infrastructure equipment, or any other requests to support PA State Agencies communication needs. Provide preventive maintenance support as required.				
Percentage of time the staff will be dedicated to this project	Personnel assigned will be dedicated to Pennsylvania State Agency service and installation as needed in order to meet service level agreements and work order requests				
Geographic location of staff	Eddystone, PA	Field Technicians are strategically located around the state with access to spare parts. With focus on meeting service level agreements, they can be dispatched directly from their homes as needed in order to meet the Agencies requirements.			
Resumes	To be provided upon request				

## Radio Maintenance Inc.

RADIO MAINTENANCE INC.					
Category	Motorola Solutions Response	Comments			
Name of Service Center	Radio Maintenance Inc.				
Address of Service Center	1840 Kutztown Rd., Reading, PA 19604				
Number of years worked with Service Center	63				
Number of Employees by job category to work on this project	One (1) Customer Service Manager Seven (7) Field Service Technicians Three (3) Vehicular Installation Technicians	Motorola Solutions' Service Manager will provide overall management support of all service and installation work. Motorola Solutions' Lead Field Service Technician will provide technical support, training, and quality assurance. Motorola Solutions' Customer Support Specialis will support all service and installation work orde coordination. Motorola Solutions' Inventory Controller will support parts and materials needed for service and installations.			
Description of Services to be performed	Provide field service technicians to support maintenance and installation on all requests for mobile, console, generator, tower, microwave, and infrastructure equipment, or any other requests to support PA State Agencies communication needs. Provide preventive maintenance support as required.				
Percentage of time the staff will be dedicated to this project	Personnel assigned will be dedicated to Pennsylvania State Agency service and installation as needed in order to meet service level agreements and work order requests				
Geographic location of staff	Reading, PA	Field Technicians are strategically located around the state with access to spare parts. With focus on meeting service level agreements, they can be dispatched directly from their homes as needed in order to meet the Agencies requirements.			
Resumes	To be provided upon request				

Radio Maintenance & Related Services



## **Wireless Electronics**

WIRELESS ELECTRONICS					
Category	Motorola Solutions Response	Comments			
Name of Service Center	Wireless Electronics				
Address of Service Center	2905 Southampton Rd., Philadelphia, PA 19154				
Number of years worked with Service Center	24				
Number of Employees by job category to work on this project	One (1) Customer Service Manager Ten (10) Field Service Technicians Six (6) Vehicular Installation Technicians	Motorola Solutions' Service Manager will provide overall management support of all service and installation work. Motorola Solutions' Lead Field Service Technician will provide technical support, training, and quality assurance. Motorola Solutions' Customer Support Specialist will support all service and installation work order coordination. Motorola Solutions' Inventory Controller will support parts and materials needed for service and installations.			
Description of Services to be performed	Provide field service technicians to support maintenance and installation on all requests for mobile, console, generator, tower, microwave, and infrastructure equipment, or any other requests to support PA State Agencies communication needs.				
Percentage of time the staff will be dedicated to this project	Personnel assigned will be dedicated to Pennsylvania State Agency service and installation as needed in order to meet service level agreements and work order requests				
Geographic location of staff	Philadelphia, PA	Field Technicians are strategically located around the state with access to spare parts. With focus on meeting service level agreements, they can be dispatched directly from their homes as needed in order to meet the Agencies requirements.			
Resumes	To be provided upon request				

**IV. Training**. If appropriate, indicate recommended training of agency personnel. Include the agency personnel to be trained, the number to be trained, duration of the program, place of training, curricula, training materials to be used, number and frequency of sessions, and number and level of instructors.

## MOTOROLA SOLUTIONS RESPONSE

Motorola Solutions will make available for purchase by all Agencies, train-the-trainer and user level operational training for Motorola Solutions' equipment and operations. Available training will be offered at multiple levels of onsite and on-line training. For your reference, please see the Motorola Solutions 2019 Product and System Technical Training Course Catalog included in the Supplier Attachments folder for listing of available classes & courses.

V. Financial Capability. Describe your company's financial stability and economic capability to perform the contract requirements. The Commonwealth reserves the right to request additional information to evaluate an Offeror's financial capability.

## MOTOROLA SOLUTIONS RESPONSE

### Comply

Please refer to attached 2017 Annual Report To Stockholders in the Supplier Attachments folder.

- VI. Requirements. The Commonwealth may add Equipment and related services to the contract resulting from this RFP at any time.
  - A. Selected Offeror and Personnel Requirements.
    - 1. The selected Offeror must have the necessary legal rights, licenses to third party software and any other tools required to perform Maintenance and Services on the Equipment specified in **Appendix D**, **Equipment Inventory**.

### **MOTOROLA SOLUTIONS RESPONSE**

Comply

- 2. Offeror(s) shall describe how it will meet the qualifications listed below:
  - a. The selected Offeror must dedicate field radio technicians to support all using agencies. Provided in **Appendix E, Commonwealth Locations**, is a current list of the Department of Conservation and Natural Resources, the Pennsylvania State Police and the Department of Corrections field locations; note that all using agencies are not represented. The Commonwealth reserves the right to remove or add locations to this list at any time and will provide the updated list to the selected Offeror.
    - (1) The selected Offeror must be capable of providing services as described in this RFP for locations across the Commonwealth to



include, but not be limited to, the locations specified in **Appendix E**, **Commonwealth Locations**.

**Note**: Travel costs shall only be for Rate Card services and will be reimbursed at the rates as included in **Appendix B**, **Cost Submittal**. Travel time to respond to a service call request shall not exceed **two** (2) hours each way or **four (4) hours** roundtrip. Any travel time over this will be at no additional cost to the Commonwealth.

### **MOTOROLA SOLUTIONS RESPONSE**

### Comply

Motorola Solutions is capable of providing the services described in this RFP, for all using agencies across the Commonwealth, at their locations and in particular those locations provided in RFP Appendix E. Motorola Solutions will do this through use of our 15 service centers along with dedicated field radio technicians. The service centers are distributed across the Commonwealth to allow compliance with the service call request travel time requirements, not to exceed two hours each way or four hours roundtrip. Any travel time over this will be at no additional cost to the Commonwealth.

### **Location of Service Centers**

Locally, Motorola Solutions has 15 service locations serving the Commonwealth, ensuring rapid response on-site, anywhere within the Commonwealth of Pennsylvania to meet the requirements of the SLAs defined in this RFP. All of these Motorola Solutions Service Providers have previous experience with the Statewide Mobile Office and Legacy VHF Statewide Radio Systems. They are all currently supporting the Commonwealth's radio maintenance needs. They are familiar with the state-wide Agency locations and individual requirements for support and scheduling.

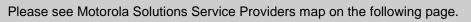
1	Bearcom, Boardman, OH
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- 2 Bearcom, Greensburg, PA
- 3 Bearcom, Pittsburgh, PA
- 4 Capital Area Communications, Kane, PA
- 5 Capital Area Communications, Old Forge, PA
- 6 Capital Area / K&C Communications, Harrisburg, PA
- 7 Centre Communications, Bellefonte, PA
- 8 Centre Communications, Ebensburg, PA

- 9 Compros Inc., Altoona, PA
- 10 Compros Inc., Chambersburg, PA
- 11 Keystone Communications, Northumberland, PA
- 12 Metropolitan Communications, Exton, PA
- 13 Radio Communications Service, Eddystone, PA
- 14 Radio Maintenance, Inc., Reading, PA
- 15 Wireless Electronics, Philadelphia, PA



Commonwealth of Pennsylvania January 16, 2019, Revised May 14, 2019





S = Motorola Solutions Project Office Location
S = Motorola Solutions Service Center Locations

Figure 1-1: Service Centers within the Commonwealth

(2) The selected Offeror must dedicate field technicians to Pennsylvania State Police to meet the service level agreements in Section VI.G.1 Service Levels, of which all must have a minimum of four (4) years of field radio service experience on Radio Frequency (RF) equipment. Currently, there are approximately 15 field technicians supporting Pennsylvania State Police.

## MOTOROLA SOLUTIONS RESPONSE

### Comply

In Table 1-1, beginning on page 1-15, Motorola Solutions has demonstrated that it has at least 40 field radio technicians, in Pennsylvania, dedicated to the contract resulting from this RFP, of which a majority have a minimum of four years of field radio service experience on Radio Frequency (RF) equipment.

Radio Maintenance & Related Services



NOTE: As demonstrated in Table 1-, beginning on page 1-15, Motorola Solutions has over 20 Field Radio Technicians with a minimum of four years experience, meeting the more stringent requirement in RFP Part II Section II-1 Requirements, paragraph B.2.a.1 and 2.

Motorola Solutions has indicated for each Field Radio Technician listed in Table 1-1, beginning on page 1-15, the education and experience in the services they will perform under the contract resulting from this RFP.

(3) The selected Offeror must dedicate field technicians to support all using agencies, to meet the service level agreements in Section VI.G.1 Service Levels, of which five (5) must have a minimum of four (4) years of field radio service experience on Radio Frequency (RF) equipment. Currently, there are approximately 25 field technicians to support all other using agencies.

### **MOTOROLA SOLUTIONS RESPONSE**

#### Comply

In Table 1-1, beginning on page 1-15, Motorola Solutions has demonstrated that it has at least 40 field radio technicians, in Pennsylvania, dedicated to the contract resulting from this RFP, of which a majority have a minimum of four years of field radio service experience on Radio Frequency (RF) equipment.

NOTE: As demonstrated in Table 1-1, beginning on page 1-15, Motorola Solutions has over 20 Field Radio Technicians with a minimum of four (4) years experience, meeting the more stringent requirement in RFP Part II Section II-1 Requirements, paragraph B.2.a.1 and 2.

Motorola Solutions has indicated for each Field Technician listed in Table 1-1, beginning on page 1-15, the education and experience in the services they will perform under the contract resulting from this RFP.

(4) he selected Offeror must dedicate vehicular installation technicians to support Pennsylvania State Police to meet the service level agreements in Section VI.G.1 Service Levels, all of which must have at least four (4) years of experience in vehicle equipment installation and removal. Currently, there are approximately nine (9) vehicular installation technicians supporting Pennsylvania State Police.

### **MOTOROLA SOLUTIONS RESPONSE**

### Comply

In Table 1-2, beginning on page 1-22, Motorola Solutions has demonstrated that it has at least 24 vehicular installation technicians, with at least four years of experience in vehicle equipment installation and removal. Of those, five (5) are dedicated to PSP and have at least four years of experience. Furthermore, twelve additional vehicular installation technicians are identified who will assist those dedicated to PSP on an as needed basis. Five of the twelve additional technicians have at least four years of experience.

We believe our overall team represents a net increase over current contract staffing levels. They have the suitable knowledge, hands-on experience, training and resources necessary to meet the service level agreements in Section VI.G.1 Service Levels. They will provide immediate continued support to PSP for the Fleet Change-Over process.

Motorola Solutions has indicated for each Installation Technician listed in Table 1-2, beginning on page 1-22, the education and experience in the services they will perform under the contract resulting from this RFP.

(5) The selected Offeror must dedicate vehicular installation technicians to support all using agencies, to meet the service level agreements in Section VI.G.1 Service Levels, three (3) of which must have at least four (4) years of experience in vehicle equipment installation and removal. Currently, there are approximately 15 vehicular installation technicians to support all other using agencies.

### MOTOROLA SOLUTIONS RESPONSE

### Comply

In Table 1-2, beginning on page 1-22, Motorola Solutions has demonstrated that it has at least 24 vehicular installation technicians, which must have at least four years of experience in vehicle equipment installation and removal.

Motorola Solutions has indicated for each Installation Technician listed in Table 1-2, beginning on page 1-22, the education and experience in the services they will perform under the contract resulting from this RFP.

### B. Service Center requirements.

- The selected Offeror must provide service centers geographically dispersed to perform maintenance that is unable to be completed in the field, in accordance with the service level agreements in Section VI.G. Service Level Agreement. Currently, there are approximately 20 service centers to support all using agencies.
- 2. The selected Offeror's service centers shall be monitored and required to maintain acceptable standards for quality control to perform the services as described in this RFP to meet the service level agreements in **Section VI.G. Service Level Agreement**.
- 3. The Commonwealth reserves the right to perform verification and inspection of the service centers prior to award of the Contract and at any time during the term of the Contract.

### **MOTOROLA SOLUTIONS RESPONSE**

#### Comply

Motorola Solutions feels confident it will be able to meet the requirements detailed in Section VI.G Service Level Agreement using the 15 service centers outlined in our response. The



geographic coverage proposed allows for a service center to be reached within two hours. In addition to the service centers, Motorola Solutions has additional field technicians strategically located around the state with access to spare parts. These additional field technicians can be dispatched directly from their homes to fulfill specific service and installation requests if necessary to meet the Contract's Service Level Agreements (SLAs).

## **Location of Service Centers**

Locally, Motorola Solutions has 15 service locations serving the Commonwealth, ensuring rapid response on-site, anywhere within the Commonwealth of Pennsylvania to meet the requirements of the SLAs defined in this RFP. All of these Motorola Solutions Service Providers have previous experience with the Statewide Mobile Office and Legacy VHF Statewide Radio Systems. They are all currently supporting the Commonwealth's radio maintenance needs. They are familiar with the state-wide Agency locations and individual requirements for support and scheduling.

- 1 Bearcom, Boardman, OH
- 2 Bearcom, Greensburg, PA
- 3 Bearcom, Pittsburgh, PA
- 4 Capital Area Communications, Kane, PA
- 5 Capital Area Communications, Old Forge, PA
- 6 Capital Area / K&C Communications, Harrisburg, PA
- 7 Centre Communications, Bellefonte, PA
- 8 Centre Communications, Ebensburg, PA

- 9 Compros Inc., Altoona, PA
- 10 Compros Inc., Chambersburg, PA
- 11 Keystone Communications, Northumberland, PA
- 12 Metropolitan Communications, Exton, PA
- 13 Radio Communications Service, Eddystone, PA
- 14 Radio Maintenance, Inc., Reading, PA
- 15 Wireless Electronics, Philadelphia, PA



Commonwealth of Pennsylvania January 16, 2019, Revised May 14, 2019

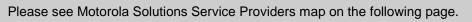




Figure 1-2: Service Centers within the Commonwealth

## C. Site Access Requirements.

Site access roster. The selected Offeror is required to maintain a site access roster at each Commonwealth facility for which the selected Offeror performs work under this Contract. At a minimum, each site access roster must include the following for each technician:

- 1. Representative's Name;
- 2. Date & Time of Arrival;
- 3. Date & Time of Departure;
- 4. Purpose of Visit; and
- 5. Representative's Signature.

## MOTOROLA SOLUTIONS RESPONSE

### Comply



## D. Maintenance Requirements.

- 1. Equipment must be kept operational within the OEM specifications, subject to OEM parts availability, and within FCC requirements. The selected Offeror must make all efforts possible to obtain OEM parts.
- 2. Maintenance and Services for Equipment must not void the OEM warranty. Maintenance and Services may involve the return of Equipment to the OEM. The selected Offeror is responsible for tracking the Equipment until returned to the Commonwealth.
- 3. The selected Offeror must provide Maintenance and Services to all Commonwealth facilities which includes but is not limited to, troops, stations, remote and local radio sites, command post points, central office sites, district, county stockpile, traffic management centers, mobile radio locations, state parks and forest districts.
- 4. Maintenance includes all parts and labor necessary to perform the Services as described in the RFP.
- 5. Service or Maintenance for equipment damage involving Acts of God or negligence of Commonwealth employees must be immediately reported to the Agency contact, with the estimated cost for repairs, for procedures on how to proceed. Upon request by the Agency, the selected Offeror must provide the broken part to the Agency for inspection.
- 6. The selected Offeror must perform Maintenance at any facility as requested by the Commonwealth.
- 7. The selected Offeror must provide a Service Report upon completion of Services to the requesting Agency. This Service Report must indicate the reported problem, Service performed, resolution and operational status. The Service Report indicates the Service has been performed but is not intended to be a user acceptance indicating Service has been completed accurately and completely.
- 8. Technicians must have the tools necessary to complete the required Maintenance and Services on Equipment. As an example, the tools necessary to complete the required Maintenance and Services on Equipment may include, but are not limited to:
  - a. RF/AF signal generator;
  - b. AM/FM modulation analyzer;
  - c. RF/AF power meter;
  - d. Spectrum analyzer;
  - e. Tracking generator;
  - f. Oscilloscope;
  - g. Signaling encoder/decoder;
  - h. Function generator;
  - i. AC/DC voltmeter;
  - j. SINAD/SNR meter; and
  - k. DC current meter.

The Commonwealth will not be charged for any Service call where the technician does not have the tools and skills necessary to perform the requested Service.

- 9. All tools must be calibrated to industry standards and subject to Commonwealth inspection and approval.
- 10. Any equipment programmed with AES encryption cannot be exported or shipped from the United States.
- 11. The selected Offeror must purchase and maintain any software licenses needed to interface with Commonwealth inventory software.

### **MOTOROLA SOLUTIONS RESPONSE**

Comply

### E. Service Requests, Tracking & Procedures.

- 1. The selected Offeror must be available to receive and respond to service requests **24 hours a day, seven (7) days a week**.
- 2. The Commonwealth's current Enterprise Help Desk Ticket tracking application will be the sole application for managing and reporting on trouble tickets.
- 3. The selected Offeror, at its own expense, if any, must secure access to the Commonwealth's Enterprise Help Desk Ticket tracking application to create, display, and modify tickets.
- Agencies will submit service requests to the selected Offeror via the Commonwealth's Help Desk. The selected Offeror, therefore, will receive trouble tickets from the Help Desk via the Commonwealth's Enterprise Help Desk Ticket tracking application.
- 5. All requests will be entered into the Commonwealth's Enterprise Help Desk Ticket tracking application, by the Commonwealth, and marked with the date and time. The selected Offeror must prioritize and dispatch a technician to resolve the ticket. Once the issue has been resolved the selected Offeror must update the database with status and the time of resolution. The selected Offeror must obtain confirmation of resolution, by the Commonwealth, prior to closing the ticket.
- 6. The following items will be enforced with respect to trouble ticketing procedures:
  - a. Ticket status is updated within Commonwealth's Enterprise Help Desk Ticket tracking application within **24 hours** of action.
  - b. Agencies have the right to increase priority of ticket.
- 7. Forms for Service Reports, invoicing, and requisitions may be revised or replaced, in order to accommodate efficient administration of the reporting process. The selected Offeror must notify the Commonwealth, and the Commonwealth must accept the revisions. It is the intent of the Commonwealth to standardized forms across all Agencies. Requests for form modification should be approved by the Commonwealth Contract Manager. Copies of the current revision of this form will then be included when implemented without a formal amendment.



8. The selected Offeror must provide a Toll-Free support number for anyone reporting outside of Commonwealth's Enterprise Help Desk Ticket tracking application.

## MOTOROLA SOLUTIONS RESPONSE

Comply

## F. Quality Control.

- 1. The selected Offeror must initiate customer satisfaction surveys. The Commonwealth must approve the format and delivery mode of the survey.
- 2. The selected Offeror's technicians must have the ability to call on experienced engineering staff for technical backup whenever needed, night or day. This experienced engineering staff must have extensive experience to assist field operations whenever the service conditions require the additional expertise.
- 3. If the selected Offeror determines that certain Equipment is not repairable, the selected Offeror must immediately notify the Commonwealth. The selected Offeror will be responsible for forwarding written correspondence to the Commonwealth indicating the reason the Equipment cannot be repaired. The selected Offeror must also recommend a suitable replacement for the Equipment that is not repairable. Due to the critical nature of the system's operation, written notification must be made within **one day** when the Equipment is deemed not repairable. The time period required to identify a suitable replacement may be waived by the Commonwealth if it is determined that more time is necessary or logical to correctly assess individual situations. However, replacement of Equipment at the Commonwealth's expense will be the exception only after the selected Offeror has explored all means for restoring the faulty Equipment. The selected Offeror must have the Commonwealth's approval before any expense is incurred by the Commonwealth for replacement Equipment. The Commonwealth reserves the right to inspect any item adjudged by the selected Offeror as being not repairable or unfit for continued service, which has been replaced.
- 4. Defective Equipment removed from inventory, which is not operational, must be returned to the Commonwealth.
- 5. The Commonwealth reserves the right to conduct inspections in order to verify the selected Offeror's performance.

### **MOTOROLA SOLUTIONS RESPONSE**

Comply

## G. Service Level Agreement ("SLA").

1. Service Levels. The SLA organizes the required technical support into several distinct services areas, as follows:

RFP Requirement	Service Level Agreements
Service Level 1	Six (6) hour repair and/or replacement on a 24-hour basis.
Service Level 2	Twenty-four (24) hour repair and/or replacement on 24-hour basis
Service Level 3	Seventy-two (72) hour repair and/or replacement on a 24-hour basis
Service Level 4	Repair and/or replacement in <b>one (1) day</b> on a business hour basis
Service Level 5	Repair and/or replacement in <b>two (2) days</b> on a business hour basis
Service Level 6	Repair and/or replacement in <b>three (3) days</b> on a business hour basis
Service Level 7	Repair and or replacement in <b>five (5) days</b> on a business hour basis
Service Level 8	Vehicle installation and de-installation completed within <b>two (2) hours</b> of scheduled time of service

- 2. Application of Service Level Agreement.
  - a. The selected Offeror must meet the applicable SLA time requirements.
  - b. If the selected Offeror fails to meet the applicable SLA time requirements service credits will be assessed.
  - c. The chart in **Appendix D, Equipment Inventory**, is a representative, non-inclusive overview of SLAs anticipated by Agencies.
  - d. The selected Offeror must perform Maintenance services within the times established by the ordered SLA. The SLA time begins from time of report made via the selected Offeror's support number or web-based contact procedure. The selected Offeror must be able to fix the system or provide an interim solution to restore operation within times specified in Section VI.G.1. Service Levels.
  - e. The Commonwealth, at its discretion, may change an ordered SLA.
- 3. Service Credits.
  - a. If the selected Offeror fails to meet the applicable SLA requirement, the delay will interfere with the Commonwealth's operations. In the event of any such delay, it would be impractical and extremely difficult to establish the actual damage for which the selected Offeror is the material cause. The Commonwealth and the selected Offeror therefore agree that, in the event of any such delay, the amount of credit will be the amount set forth in this section and agree that the selected Offeror will pay such amount as service credits, not as a penalty.
  - b. The amount of service credits will be twenty-five dollars (\$25.00) per calendar day, for a maximum of 30 days, for each piece of Equipment that is not repaired or replaced within the timeframe of the SLA requirement. Service Credits will be assessed each day until the date on which the



selected Offeror satisfactorily completes the repair or replacement of the Equipment.

- c. Service Credits will be paid by the selected Offeror and collected by the Commonwealth by deducting them from the invoices submitted under the contract resulting from this RFP.
- d. To the extent that the delay is caused by the Commonwealth, no service credit will be applied.

MOTOROLA SOLUTIONS RESPONSE

Comply

### H. Billing Requirements.

Fiscal year billing must occur within **20 business days** after fiscal year end. A fiscal year is a period of **twelve (12) consecutive months** commencing July 1 and ending June 30.

## MOTOROLA SOLUTIONS RESPONSE

Comply

### I. Equipment Disposal.

The selected Offeror shall return or dispose of deinstalled equipment as specified by the ordering agency. Any equipment programmed with AES encryption cannot be exported or shipped from the United States.

### **MOTOROLA SOLUTIONS RESPONSE**

Comply

### J. Emergency Preparedness.

To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services.

- 1. Describe how you anticipate such a crisis will impact your operations.
- 2. Describe your emergency response continuity of operations plan. Please attach a copy of your plan, or at a minimum, summarize how your plan addresses the following aspects of pandemic preparedness:
  - a. Employee training (describe your organization's training plan, and how frequently your plan will be shared with employees).

- b. Identified essential business functions and key employees (within your organization) necessary to carry them out.
- c. Contingency plans for:
  - (1) How your organization will handle staffing issues when a portion of key employees are incapacitated due to illness.
  - (2) How employees in your organization will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.
- d. How your organization will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc.
- e. How and when your emergency plan will be tested, and if the plan will be tested by a third-party.

Mo	torola Soli	UTIONS RESP	ONSE			
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Radio Maintenance & Related Services





**VII. Services.** Describe in narrative form your technical plan for accomplishing the work using the task descriptions as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained. Indicate the number of person hours allocated to each task. Include a Program Evaluation and Review Technique (PERT) or similar type display, time related, showing each event. If more than one approach is apparent, comment on why you chose this approach.

### A. Preventative Maintenance.

Preventative maintenance is the routine maintenance required to keep equipment operating in optimum condition. The selected Offeror must provide periodic inspections, measurement of transmitter and receiver parameters, cleaning of Equipment and observation of operation.

- 1. Generator Maintenance.
  - a. The selected Offeror must perform semi-annual inspection which meets the OEMs standards.
  - b. The selected Offeror must run tests, inspect propane cylinders, hoses and batteries; and check all propane tanks to ensure the tank is not less than 20% full. The selected Offeror must provide notification if fuel tank is less than



**20%**. The Commonwealth will not purchase fuel through the contract resulting from this RFP.

- 2. Remote Site Maintenance.
  - a. The selected Offeror must perform semi-annual inspections which meet the OEMs standards.
  - b. The selected Offeror must perform remote site maintenance which includes but it not limited to:
    - Antenna, waveguides and foam cable Time Domain Reflectometry ("TDR") line sweeps and Standing Wave Ratio ("SWR") measurements must be documented.
    - (2) Tower lamps must be replaced at **75%** of its life expectancy. The selected Offeror must provide immediate notification to the FAA flight service station and the agency for all lamp outages.
    - (3) Equipment shelters which include electrical, heating, cooling and/or fans and lighting must be inspected to ensure operability of systems. First aid (OSHA) systems must be checked for compliance. Equipment shelters must be checked for insect and rodent control, housekeeping, grass cutting, debris removal and shell condition. Any deficiencies must be immediately reported to the Commonwealth and resolved upon Commonwealth request.
    - (4) Concrete equipment shelters must be inspected for shell condition including leak control and damage repair.
    - (5) Perform site grounds maintenance including cutting of grass and control of vegetation around utility poles, boxes, shelter, tower and guy cables, trash removal, clearing of infestations and maintenance of electrical grounding systems. The selected Offeror must maintain access roads, keeping them clear and drivable.
    - (6) Inspect and service the compressor and air system/dehydrator for the transmission lines to meet the OEM's standards.
    - (7) Alarm systems must be tested and maintained to ensure functionality.
- 3. Radio Equipment Maintenance. The selected Offeror must perform preventative maintenance as requested by the Commonwealth.

### **MOTOROLA SOLUTIONS RESPONSE**

### Comply

A. Preventative Maintenance.

Preventative maintenance is the routine maintenance required to keep equipment operating in optimum condition. Motorola will provide periodic inspections, measurement of transmitter and receiver parameters, cleaning of Equipment and observation of operation.

- **1.** Generator Maintenance.
  - a. Motorola will perform semi-annual inspection which meets the OEMs standards.



Commonwealth of Pennsylvania January 16, 2019, Revised May 14, 2019

- b. Motorola will run tests, inspect propane cylinders, hoses and batteries; and check all propane tanks to ensure the tank is not less than 20% full. Motorola will provide notification if fuel tank is less than 20%. It is understood the Commonwealth will not purchase fuel through the contract resulting from this RFP.
- 2. Remote Site Maintenance.
  - a. Motorola will perform semi-annual inspections which meet the OEMs standards.
  - b. Motorola will perform remote site maintenance which includes but it not limited to:
    - Antenna, waveguides and foam cable Time Domain Reflectometry ("TDR") line sweeps and Standing Wave Ratio ("SWR") measurements will be documented.
    - (2) Tower lamps will be replaced at 75% of its life expectancy. Motorola will provide immediate notification to the FAA flight service station and the agency for all lamp outages.
    - (3) Equipment shelters which include electrical, heating, cooling and/or fans and lighting will be inspected to ensure operability of systems. First aid (OSHA) systems will be checked for compliance. Equipment shelters will be checked for insect and rodent control, housekeeping, grass cutting, debris removal and shell condition. Any deficiencies will be immediately reported to the Commonwealth and resolved upon Commonwealth request.
    - (4) Concrete equipment shelters will be inspected for shell condition including leak control and damage repair.
    - (5) Motorola will perform site grounds maintenance including cutting of grass and control of vegetation around utility poles, boxes, shelter, tower and guy cables, trash removal, clearing of infestations and maintenance of electrical grounding systems. Motorola will maintain access roads, keeping them clear and drivable.
    - (6) Motorola will inspect and service the compressor and air system/dehydrator for the transmission lines to meet the OEM's standards.
    - (7) Alarm systems will be tested and maintained to ensure functionality.
- **3.** Radio Equipment Maintenance. Motorola will perform preventative maintenance as requested by the Commonwealth.

### B. Corrective Maintenance.

- 1. Generator Maintenance:
  - a. The selected Offeror must respond to service calls, make basic service repairs in the field. Any defects noted in operation or function of the Equipment must be corrected immediately upon discovery for basic repairs. For advance repairs, those repairs that involve engine or transfer circuitry is required the selected Offeror must contact an approved generator repair company, after receiving authorization from the Commonwealth, for more extensive repairs. Details of such corrective action must be made on a selected Offeror provided Service Report which must be approved by the Commonwealth.

- b. The selected Offeror must provide back-up power at the site when a main generator is being repaired by the selected Offeror or by an approved generator repair company.
- 2. Radio Equipment Maintenance.
  - a. The selected Offeror must perform corrective maintenance as requested by the Commonwealth.
  - b. Any defects noted in operation or function of the Equipment must be corrected immediately upon discovery. Details of such corrective action must be made on a selected Offeror provided Service Report which must be approved by the Commonwealth.

### MOTOROLA SOLUTIONS RESPONSE

Comply

### C. Equipment Installation/Removal/Changeover.

Equipment installation/removal may occur at the required location as described below or at field locations per Agency request. The estimates provided are not a guarantee of service to be performed or payment under the resulting contract. The selected Offeror must be capable of providing the services on various makes and models of vehicles that are subject to change.

1. Location.

The selected Offeror must provide a location within **25** miles of the Capitol Complex, in Harrisburg, to perform Maintenance and Services on Equipment for vehicles. The location must be secure for the protection of the Equipment and vehicles. The location must be able to accommodate at least **120** vehicles. This location must be inspected and approved by the Pennsylvania State Police prior to contract award. Please propose the location and level of security in detail in the Offeror Response to this section.

2. Fleet Changeover.

The Commonwealth replaces vehicles annually. The selected Offeror must transfer radios, mobile office suite (computer, printer, barcode scanner, etc.), mobile video recorder, light bar and other specialized Equipment from the existing vehicle to the new vehicle. The Commonwealth requires the selected Offeror to transfer Equipment in up to **40** patrol and/or special purpose vehicles per week. The selected Offeror must have an additional **two (2) weeks** of inventory at the location for pre-wiring.

- 3. Equipment Installation.
  - a. Installation includes all activities required to put a piece of Equipment or system in place and render it fully operational, including optimization, programming, and all associated subassemblies or options. For example, a mobile radio installation includes the radio, control head, antenna, and cabling. All utility connections shall be made and included as part of the installation. Responsibility for installations shall terminate at the point of demarcation.



- b. The selected Offeror must install radios, mobile office suite (computer, printer, barcode scanner, etc.), mobile video recorder, light bar and other specialized Equipment in patrol and/or special purpose vehicles.
- c. The selected Offeror must install non-mobile Equipment at Commonwealth facilities. The Commonwealth reserves the right to allow the OEM or its designee to perform a new installation.
- 4. Equipment Removal.
  - a. Equipment removal includes all activities associated with deactivating all or a piece of equipment and taking it from the place it had been installed and, if required, proper disposal of the equipment. It includes the dismantling and removal of hardware, fasteners, cabling, etc., and disconnection from the point of demarcation.
  - b. The selected Offeror must remove radios, mobile office suite (computer, printer, barcode scanner, etc.), mobile video recorder, light bar and other specialized Equipment from vehicles.
  - c. The selected Offeror must remove non-mobile Equipment at Commonwealth facilities. The Commonwealth reserves the right to allow the OEM or its designee to perform the removal or de-commission.

## MOTOROLA SOLUTIONS RESPONSE

## Comply

Motorola Solutions proposes to continue utilizing a facility within 25 miles of Harrisburg, which meets the above requirements for fleet change over activities. The facility is K&C Communications, 4120 Swatara Drive, Harrisburg, PA and has a secured fleet parking area, secure contract project space, burglar alarm and video surveillance systems.

## D. Flat Fee Repairs.

- 1. The Contractor must perform Flat Fee Repair services for subscriber radios and related equipment as described in the "Flat Fee Repairs" tab in **Appendix B**, **Cost Submittal**.
- 2. The Contractor must obtain approval from the Commonwealth prior to installing any software upgrades, revisions, or configuration changes.
- 3. The Contractor must have the necessary legal rights, licenses to third party software, and any other tools required to perform maintenance and services on the equipment as described in the "Flat Fee Repairs" tab in **Appendix B, Cost Submittal**. The Commonwealth may add or remove equipment at any time.
- 4. The Contractor must provide a seven (7) business day repair/replace turnaround time, excluding transit time, to and from the repair facility for subscriber radios. The Contractor must ship the subscriber radio equipment to the repair facility, at no additional cost to the Commonwealth. The Contractor is responsible for shipment of repaired/replaced subscriber radio equipment back to the Commonwealth. All repaired subscriber radio equipment must be returned with the latest version of software accepted by the Commonwealth and must

Commonwealth of Pennsylvania January 16, 2019, Revised May 14, 2019

have any corrective actions or recommendations implemented per the latest published manufacturers technical service memos.

#### MOTOROLA SOLUTIONS RESPONSE

#### Comply

Motorola will perform Flat Fee Repair service for subscriber radios and related equipment as described in the "Flat Fee Repairs" tab in Appendix B, Cost Submittal. In addition, Motorola will manage and track the repair of the radio from the time the unit is received by Motorola personnel, until the time it is delivered back to the Customer. Motorola will provide packing and shipping of the radio to the repair facility, and back to the Commonwealth at no additional cost. Motorola will verify and, as necessary, restore subscriber radio equipment to the latest version of software, configuration, and code plug accepted by the Commonwealth. Motorola will, prior to returning the radio to the Commonwealth, locally bench test the radio for proper operation and will apply any corrective actions or recommendations per latest published manufacturers' technical service memos.

Motorola understands that the "Fixed Cost per Repair" column in the "Flat Fee Repairs" tab in the Appendix B Cost Submittal is a firm, fixed price which is a not-to-exceed figure. We will not charge the Commonwealth more than what is proposed in this column. However, we do recognize the Commonwealth's responsibility to reduce costs where possible. Therefore, Motorola is willing to offer a time and materials approach when providing quotes to Agencies for Flat Fee Repairs if the flat fee repair cost on a unit would exceed 20% of the current State Contract replacement value for a new unit.

### E. Rate Card Services.

The selected Offeror must perform the services listed as rate card services described on the Rate tab of **Appendix B**, **Cost Submittal**, upon request of the Commonwealth at a cost not to exceed the rate provided in **Appendix B**, **Cost Submittal**. The Commonwealth may require modifications, engineering, redistribution, or other services not included in the full-service requirements or otherwise detailed in this RFP. This work shall occur at the selected Offeror's flat service rate. This work is also critical to the continued support of Commonwealth operations. It shall be accomplished within the time frame stated on the work order. The Selected Offeror must perform additional maintenance services when requested by the Commonwealth. Labor cost for additional maintenance services must be performed at or less than the rate quoted by the selected Offeror on the rate card. Parts for the additional services must be billed to the Commonwealth at the selected Offeror's **cost plus a maximum of 10 percent**. The selected Offeror must provide quotes for additional maintenance services within **30 days** of the receipt request.

#### MOTOROLA SOLUTIONS RESPONSE

Comply



### F. Engineering Services.

- 1. The selected Offeror must place new towers and/or transmitters.
- 2. The selected Offeror must realign units for the improvement of propagation.
- 3. The selected Offeror must perform maintenance and support activities as specified in a work order.

MOTOROLA SOLUTIONS RESPONSE

Comply

### G. Additional Service(s).

If additional Maintenance and Services are needed, the Commonwealth will develop a statement of work ("SOW") utilizing **Appendix F, Statement of Work Template**, which will be attached to the associated purchase order.

## **MOTOROLA SOLUTIONS RESPONSE**

Motorola Solutions will Comply by using SOW Template found in RFP Appendix F.

### H. Warranty Service.

- 1. The selected Offeror must honor the warranty specified by the OEM for all Equipment supplied to complete requested Services.
- 2. The selected Offeror must provide a single point of contact to address warranty service issues. The selected Offeror is responsible for contacting an OEM directly for any warranty issues, unless the selected Offeror is the OEM.

## MOTOROLA SOLUTIONS RESPONSE

Comply

## VIII. Reports and Project Control.

### A. Quarterly Reports.

The selected Offeror must provide quarterly reports to the Commonwealth Contract Manager.

- 1. The quarterly customer satisfaction report must be delivered in the format approved separately by the Commonwealth which includes, at a minimum: performance of the selected Offeror in the areas of: quality assurance, accuracy of orders shipped, professionalism, flexibility, competence, timeliness of delivery and response to questions.
- 2. The selected Offeror must utilize **Appendix G**, **Quarterly Report Template**, or a comparable document detailing the activities delineated in **Appendix G**,

**Quarterly Report Template**, for the remainder of the quarterly report, which must consist of, and include at a minimum:

- a. Sales report which includes, at a minimum: Agency Information, Maintenance/Services Information, Equipment Information, Order Information and Invoice Information.
- b. Problem and response report which includes, at a minimum: Agency Information, Maintenance/Services Information, Equipment Information and Problem/Response Information.
- c. Service level report which includes, at a minimum: Agency Information and Service Level Tracking.
- d. Outstanding issues summary report which includes, at a minimum: Agency Information and Outstanding Issue Summary.
- 3. The selected Offeror must provide quarterly reports to the Commonwealth no later than **15 business days** after the end of a quarter. A quarter is defined by the Commonwealth as follows:
  - a. Quarter 1: January through March.
  - b. Quarter 2: April through June.
  - c. Quarter 3: July through September.
  - d. Quarter 4: October through December.

## MOTOROLA SOLUTIONS RESPONSE

Comply

### B. Corrective Maintenance Reporting.

All corrective maintenance requests will be reported as outlined below and as described in paragraph **VI.G.1. Service Levels**.

- 1. A corrective maintenance incident report will be provided to the Commonwealth for each request via the monthly meeting report, sorted by Agency.
- Equipment of the same type may be reported on the same form for an Agency. (Base station and station control equipment status may be reported on a single form, but separate stations or individual mobile units must be reported on separate forms.)
- 3. If temporary repairs are made with functionally equivalent Equipment and/or spares or other temporary measures, or if repair times are exceeded, the Agency must be notified by the selected Offeror. Functionally equivalent Equipment includes, at a minimum, the features, capabilities, performance, and options of the equipment for which it replaces.
- 4. If another contractor's Equipment is possibly affected as well, the selected Offeror must notify the Agency.
- 5. If an Agency notifies the selected Offeror of an Equipment failure and the selected Offeror cannot meet the specified repair times, the selected Offeror must notify the Agency of the reason why the time frame cannot be met. The



selected Offeror must also supply a resolution plan and an updated time of repair. This event will also be included in the monthly report.

### **MOTOROLA SOLUTIONS RESPONSE**

Comply

## C. COSTARS Reporting.

If the Offeror elects to participate in the COSTARS program, a quarterly report must be submitted detailing all COSTARS activity.

### D. Additional Reporting.

The selected Offeror must provide reports in electronic and hardcopy format, at the discretion of the Commonwealth:

- 1. Monthly Maintenance and Services Activity Summary Report. This report must summarize the maintenance service events and calls for the previous month and include the following information regarding activities for the preceding month, both by aggregate, and by Agency total.
  - a. Total calls (by Service Level).
  - b. Total calls by maintenance area showing call quantity and cost, by total and by Agency.
  - c. Performance of Service Level category, clearly showing response compliance and deficiencies by area broken down by total and by Agency.
  - d. Number of calls requiring escalation no acceptance response to outage greater than **30 minutes** by service personnel.
  - e. Restoration activities.
  - f. Service call reference number with summary.
  - g. Escalation, if no tech response within **30 minutes** of alert to critical outage.
  - h. Special services (separate work order).
- 2. Tracking. Problems and histories must be tracked and reported at appropriate levels of detail and frequency to identify recurring problems, trends, and opportunities to improve system performance and availability. This report must be completed and provided to the Commonwealth at the end of each month or at the Commonwealth's request.
- 3. Preventive Maintenance Summary Report. This report must summarize all preventive maintenance actions, with individual copies of all service reports attached as completed by the field technician. The schedule must highlight, by exception, those actions not completed according to schedule. This report must be completed and provided to the Commonwealth at the end of each month or at the Commonwealth's request.
- 4. Inventory report. This report must be forwarded by the selected Offeror, listing changes to asset inventory. This report must be provided to the Commonwealth by the end of each month or at the Commonwealth's request.

- 5. Outage Reports. This report on critical and non-critical outages must include the following items at a minimum; time of report (notification), reported problem, correction time, corrective action, and individual copies of all service reports attached as completed by the field technician. This report must be completed and provided to the Commonwealth at the end of each month or at the Commonwealth's request.
- 6. Requests for Flat Rate Service. This report provides the status of all pending (open) flat rate service requests, by Agency, by purchase order. All invoices for such work shall have all respective service reports attached as completed by the individual field technician. This report must be completed and provided to the Commonwealth at the end of each month or at the Commonwealth's request.
- 7. Time and Material repairs. Repairs done on a time and materials basis will allow for examination of the purchase order to show details for each line of a purchase order, reflecting when received current status, estimated time of repair and costs (if known). This report must be completed and provided to the Commonwealth at the end of each month or at the Commonwealth's request.
- 8. Monthly Status. This is a periodic monthly progress report covering activities, problems and recommendations (see monthly meetings). This report must be completed and provided to the Commonwealth within **five (5) business days** of the meeting.
- 9. Travel Time. This report must provide detail on travel time billed to the Commonwealth to include such things as locations dispatched to and from, mileage traveled, and repeat trips to same location. This report must be completed and provided to the Commonwealth by the end of each month or at the Commonwealth's request.
- 10. Problem Identification Report. This report identifying problem areas should describe the problem and its impact on the overall project and on each affected task. It should list possible courses of action with advantages and disadvantages of each and include the selected Offeror's recommendations with supporting rationale. This report must be completed and provided to the Commonwealth at the Commonwealth's request.
- 11. Inventory of Remote Sites. Upon commencement and through the first year, the selected Offeror must inventory remote sites of all Equipment and forward the listing to the Agency. This inventory must be accomplished by the end of the first year. The inventory must be available to technicians on future service calls for noting missing Equipment. Missing Equipment must be reported to the Agency.

## MOTOROLA SOLUTIONS RESPONSE

## Comply

## E. Meetings.

- 1. The selected Offeror shall hold a contract kick-off with commonwealth agencies to describe contract ordering and services.
- 2. The selected Offeror's Service Manager must meet monthly with the Commonwealth, in Harrisburg, to review previous maintenance incident reports,



projects, and managerial-level contractual issues. The selected Offeror must come prepared with all required reports and an agenda of old and new items for discussion. The selected Offeror is required to keep minutes of these meetings and present them to Agency personnel within **five (5) business days** of the meeting. The date of each meeting is to be decided upon by the selected Offeror and the Agency.

- 3. The selected Offeror's Service Manager must meet bi-weekly with the Commonwealth, in Harrisburg, to review maintenance its fleet and remote site maintenance. The selected Offeror must come prepared with all required reports and an agenda of old and new items for discussion. The selected Offeror is required to keep minutes of these meetings and present them at subsequent meetings.
- 4. A selected Offeror's Service Manager must meet monthly, when requested, at locations specified by the Agencies, to review the previous month's maintenance incident reports and other ongoing activities or issues regarding Maintenance.
- 5. Agencies may require a more frequent meeting schedule, or Project Control Report. Any charge for such, is to be billed to the Agency, for the additional effort, via a purchase order as the authorization to proceed.

#### **MOTOROLA SOLUTIONS RESPONSE**

#### Comply

#### F. Additional Reports.

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

#### MOTOROLA SOLUTIONS RESPONSE

Motorola Solutions understands and will Comply.

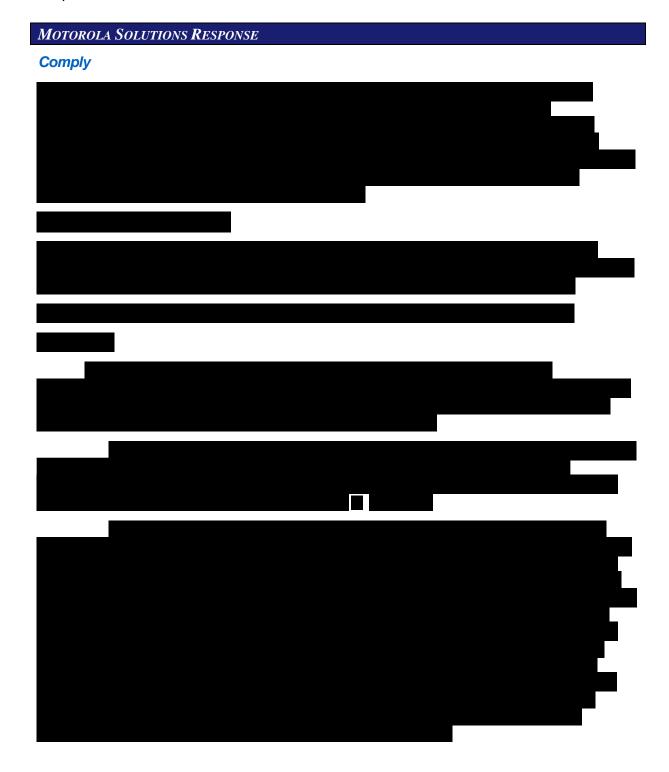
#### IX. Objections and Additions to Standard Contract Terms and Conditions.

The Offeror will identify which, if any, of the terms and conditions contained in the Buyer Attachments section that it would like to negotiate and what additional terms and conditions the Offeror would like to add to the standard contract terms and conditions. The Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for this RFP. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal.

#### Exhibit C, Final Negotiated Technical Submittal

Commonwealth of Pennsylvania January 16, 2019, Revised May 14, 2019

Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the cost proposal, on the basis of the terms and conditions set out in the Terms and Conditions contained in the Buyer Attachment section. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in the Terms and Conditions contained in the Buyer Attachment section or to other provisions of the RFP.



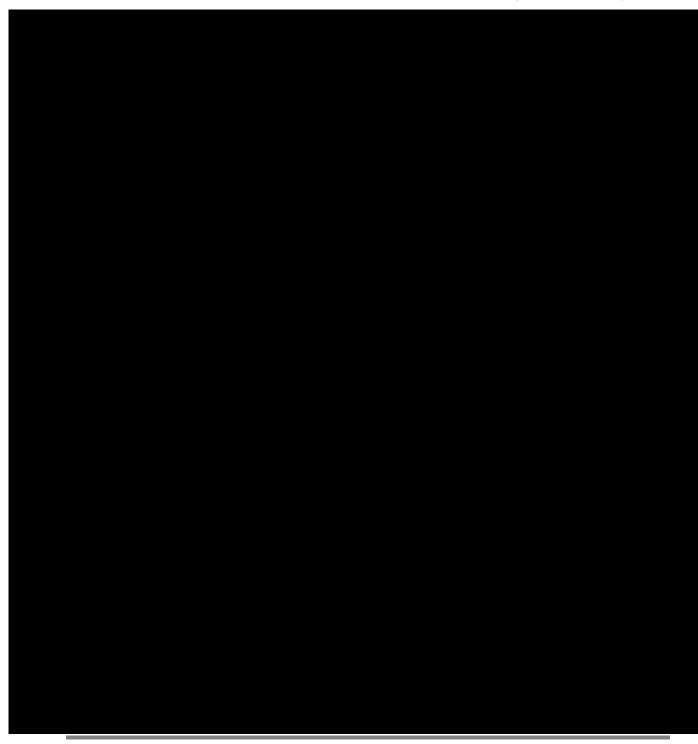
Radio Maintenance & Related Services



#### Exhibit C, Final Negotiated Technical Submittal







Radio Maintenance & Related Services



# COMMONWEALTH OF PENNSYLVANIA

**RADIO MAINTENANCE & RELATED SERVICES** 

**JANUARY 16, 2019** 

### NUMBER 6100046406; 1.1.2 ADDITIONAL SUPPLIER ATTACHMENTS

#### TABLE OF CONTENTS

Section 1	
Additional Supplier Attachments	1-1

January 16, 2019

## ADDITIONAL SUPPLIER ATTACHMENTS

Motorola Solutions has provided the additional supplier attachments for the Commonwealth's review:

- 1. Motorola Solutions 2017 Annual Report
- 2. Motorola Solutions Sample Business Continuity Plan
- 3. Motorola Solutions Sample Crisis Response Plan
- 4. Motorola Solutions 2019 Product Systems Training Catalog

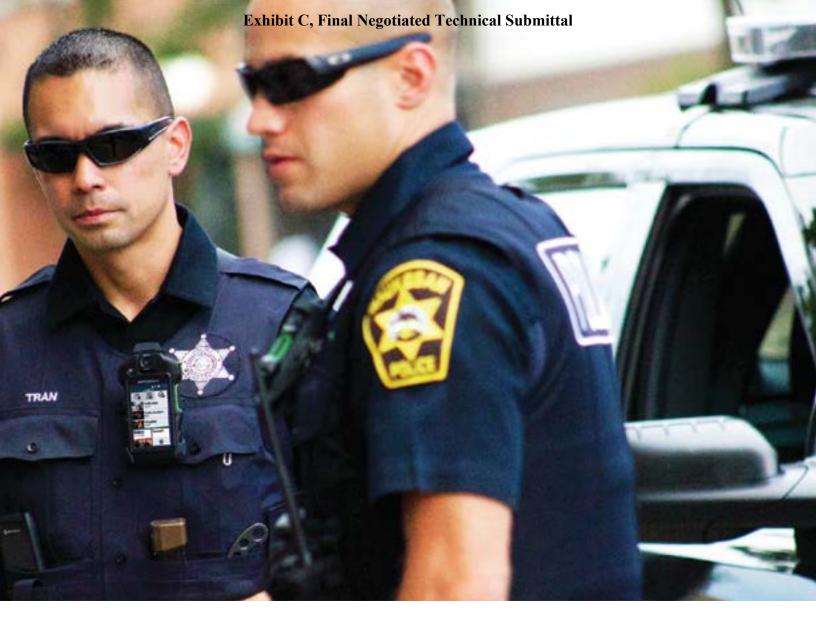
Radio Maintenance & Related Services



Commonwealth of Pennsylvania January 16, 2019

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# PRODUCT AND SYSTEM TECHNICAL TRAINING COURSE CATALOG

**MOTOROLA SOLUTIONS EDUCATION SERVICES** 





Day in, and day out, governments and businesses around the world rely on effortless and reliable communication. Our customers call it their lifeline. To help businesses operate without interruption and to safeguard communities, workplaces, and ultimately, each one of us, we are determined to help keep the lifeline unbreakable.

With Motorola Solutions, Inc. Education Services, we help your two biggest lifeline investments - your personnel and your technology infrastructure - work together efficiently to maximize the value of your communication technologies.

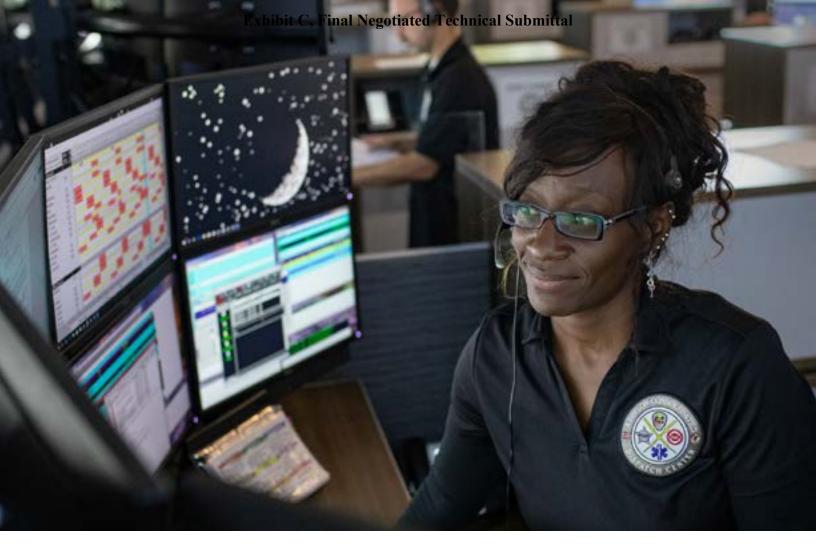
Whether your organization is new to our latest innovations or has years of experience with us, our Education Services team helps expand your personnel's skills and knowledge for the full application of your technology investment.

Starting with professionally developed, real-world application and content, we always design your training with the learner in mind. Our experienced instructors average 20+ years in the communications industry and specialize in Motorola Solutions technologies and services. Immersive, hands-on experiences, expert lab environments, or online learning ensure we meet your learners with the right kind of learning at the right times.

Whether training is at your location or you visit our state-of-the-art facilities, we can help ensure that your personnel know how to amplify your investment, maximize operational efficiency, and ensure an unbreakable lifeline.

We look forward to working with you.





## **TABLE OF CONTENTS**



GENERAL INFORMATION	.4
MOTOROLA SOLUTIONS LEARNING MANAGEMENT SYSTEM	5
TRAINING OPTIONS	.6
HELPFUL INFORMATION	.7
EDUCATION PACKAGES	. 8



OPERATOR TRAINING	. 10
TRAIN-THE-TRAINER	11
END USER TOOLKITS	11



COURSES	. 12
FOUNDATIONAL	. 12
ASTRO® SYSTEM	. 20
CONSOLES	.34
SUBSCRIBERS	.38
MOTOTRBO™	. 41
SOFTWARE & APPLICATIONS	.49



## **GENERAL INFORMATION**

### AN INTERACTIVE LEARNING MANAGEMENT SYSTEM... DESIGNED FOR YOU!

Use the search box and filters feature to quickly and easily search for training or documentation.

View your history and upcoming training on your personalized dashboard.

Receive reminder notifications of upcoming training or changes to your training.

Easily locate and download documents plus stay up-to-date with training news and announcements.

#### Exhibit C, Final Negotiated Technical Submittal

#### **GENERAL INFORMATION**

For information on prerequisites and to register for courses visit the LMS at: **LEARNING.MOTOROLASOLUTIONS.COM** 

#### For general information contact the North America Training Services help desk at: (800) 247-2346, option 4 or training.na@motorolasolutions.com

#### THE LEARNING MANAGEMENT SYSTEM (LMS)

The LMS is your valuable resource to see the latest courses, descriptions, requirements, dates and locations. If you are a Motorola Solutions Customer who already has a Motorola Solutions Login ID, you can go to the "Enroll in a Course" section for further instructions.



#### SET UP A NEW USER ACCOUNT AND PASSWORD

## • Visit: https://myaccount. motorolasolutions.com

- Click "LOG IN"
- At the bottom of the dialog screen Click "Register"
- Fill Out all the required information on the form
- Click "Submit"
- You will receive a confirmation of your submission
- You will next receive further information to activate your account (Up to 3 business days)

TO ENROLL IN A COURSE (ONCE YOU HAVE AN LMS ACCOUNT)

- Log in to the LMS: https:// learning.motorolasolutions.com
- Click on "LOG IN"

#### Enter your Log In ID and Password and Click "LOG IN"

 If you have forgotten your Log In or Password click on "Forgot Log In ID" or "Forgot Password"

• Find a training course by clicking "Browse Training" at the top of the screen Or use "Search Catalog" at the top of the screen

#### Exhibit C, Final Negotiated Technical Submittal

#### **GENERAL INFORMATION**

For information on prerequisites and to register for courses visit the LMS at: **LEARNING.MOTOROLASOLUTIONS.COM** 

## **TRAINING OPTIONS**

In this catalog you will find a wide range of learning initiatives; some of them have been developed to be completed at your own pace, and others are led by our Technical Instructors:

#### LIVE TRAINING

It consists of scheduled live sessions, delivered either in class or in a virtual environment by our Technical instructors. Participants can immerse themselves in the subject; they receive substantial time for hands-on training that enables them to develop creating solutions for unique problems. In both classes, the number of seats available is limited and advanced registration is required.

On the job training is also available, for those who prefer a more direct instruction.

#### **ONLINE TRAINING**

Online self-paced learning allows your team to gain foundational knowledge on a variety of topics using their computer, at their own schedule.

Where to start? Our training roadmaps will let you know the starting point and milestones of your development, so you can make sure you acquire the right knowledge to make the most of each step of your learning process.



#### **UNDERSTANDING THE ICONS**



LIVE TRAINING



**ONLINE TRAINING** 

•••

**EXAM** 

#### **POLICIES AND REQUIREMENTS**

## CANCELLATION AND RESCHEDULING BY THE STUDENT

Customer cancellation or rescheduling made less than 30 days prior to the class start date will be subject to the full course tuition.

## CANCELLATION AND RESCHEDULING BY MOTOROLA SOLUTIONS

Motorola Solutions reserves the right to change or cancel classes up to 10 business days prior to the class start date. You will be notified at that time of such change or cancellation.

#### PROFESSIONALISM

Students are expected to maintain professional conduct and dress at all times. Class dress is casual, but smart. For safety and security reasons, we cannot permit shorts, thong type sandals, or tank tops in the classroom.

#### LAPTOP REQUIREMENTS

All our classes require students to bring their laptops to the classroom so that they may utilize an electronic copy of the class material. Please review your enrollment confirmation email for specific requirements for your class.

### TRAINING CONTENT AND STRATEGY DISCLAIMER

All of Motorola Solutions training classes are designed to support and align with the Motorola Solutions Service strategy for each product. This strategy may include a combination of (but not limited to) processes, procedures, recommendations, and instructor experiential advice which may involve repair, replacement, and or recovery of hardware, software, or firmware of Motorola Solutions products. The repair, replacement, or recovery of these products may vary from product to product. Motorola Solutions reserves the right to change the structure and content of all courses at any time.

## GENERAL INFORMATION

For information on prerequisites and to register for courses visit the LMS at: LEARNING.MOTOROLASOLUTIONS.COM

## **PRICING AND HELPFUL INFORMATION**

## HOW TO MAKE PAYMENTS WHEN ENROLLING IN A COURSE

#### HOW TO MAKE PAYMENTS WHEN REGISTERING

For your convenience we accept the following methods of payment:

- Credit Card
- Purchase Order
- Company Check
- Training Banks

If prepayment is required to secure your registration, it must be received by Motorola Solutions 30 days prior to your attendance.

Contact the help desk above for assistance with payments and P.O. specifications. All pricing listed is US dollars.

## FOR QUESTIONS AND ASSISTANCE

Call the Education help desk at: 800-247-2346 Monday – Friday, 8:00 a.m. – 5:00 p.m. Central Time or email us at: training.na@motorolasolutions.com

## **TRAINING BANKS**

Whether you're a technician, system manager or radio user, you rely on Motorola Solutions Education Services to obtain the necessary knowledge to get the full potential out of your Motorola Solutions equipment. The Motorola Solutions Training Bank is a discounted, pre-paid, non-expiring debit account that allows you to budget up front for your training needs. Training Banks can be applied towards all training options including, Instructor-Led Tailored Field Courses.

There are several benefits to Training Banks including:

- Allows you to budget up front for training needs
- Provides cost savings through discounted pricing tiers to maximize your training investment
- Does not require multiple POs, thus reducing internal approval cycle time and paperwork
- Training Banks do not expire



For more information on Training Banks, please visit us on the web at <u>https://www.motorolasolutions.com/en\_us/products/training/training-bank.html</u> or email us at <u>training.na@motorolasolutions.com</u>.

Note: Training Banks are only applicable to nonfederal government customers.

#### GENERAL INFORMATION

For information on prerequisites and to register for courses visit the LMS at: LEARNING.MOTOROLASOLUTIONS.COM

## **EDUCATION PACKAGES**

Motorola Solutions Education Packages have been built by our technical education experts, to provide you a simpler way to select the right learning activities from our extensive training portfolio. These packages are all designed considering four vital aspects:

- Your Motorola Solutions Infrastructure & Devices
- The Level of Support provided by Motorola Solutions
- The tasks undertaken by your team, and
- The roles of the professionals in charge of those tasks

Behind these packages there are Education Services professionals whose aim is to fully prepare your team to achieve desired organizational efficiency and outcomes by ensuring that they have the knowledge, skill and competency needed to effectively interact with your Motorola Solutions technology investment.

If you wish to customize your Motorola Solutions training strategy, ask our Professional Education Services team to analyze your specific technical and end user training needs and gaps. Please work with your Motorola Solutions account representative to request this professional service.

Let Motorola Solutions Education Services help you ensure that your organization provides effortless and reliable communications, and keep your lifeline stronger than ever!

## **ASTRO® INFRASTRUCTURE EDUCATION** PACKAGES

### **COMPLEMENT EDUCATION** PACKAGE

Prepare your team to operate your ASTRO® Solution, achieving optimal organizational efficiency.

## TOPICS

System Overview, Upgrade Differences, My View Portal, Device End User Best Practices, Dispatch End User Best Practices

#### **SUPPLEMENT EDUCATION** PACKAGE

Prepare your team to operate and administer your ASTRO® Solution, achieving optimal organizational efficiency.

#### TOPICS

System Overview, Administration, Secure Communications, Upgrade Differences, My View Portal, Device End Secure Communications, Security Patch User Best Practices, Dispatch End User **Best Practices** 

#### SUPPORT EDUCATION PACKAGE

Prepare your team to operate, administer, and maintain your ASTRO® Solution, achieving optimal organizational efficiency.

### TOPICS

System Overview, Core, RF-Subsystems, Transport, Administration, Dispatch, Management, Device End User Best Practices, Dispatch End User Best Practices

## ASTRO® DEVICES

**EDUCATION** PACKAGES

#### **COMPLEMENT EDUCATION** PACKAGE

Prepare your team to operate your APX<sup>™</sup> devices.

TOPICS

Device Overview, My View Portal, **Device End User Best Practices** 

#### SUPPLEMENT EDUCATION PACKAGE

Prepare your team to operate and administer your APX<sup>™</sup> devices.

#### TOPICS

Device Overview, Programming and Radio Management, Device End User **Best Practices** 

#### SUPPORT EDUCATION PACKAGE

Prepare your team to operate, administer, and maintain your APX™ devices.

### TOPICS

Device Overview, Programming and Radio Management, Device End User Best Practices

Talk with your Motorola Solutions contact for a quote, or email us at training.na@motorolasolutions.com for more information on how to sign your team up for one of our Education Services Packages.

**GENERAL INFORMATION** 

For information on prerequisites and to register for courses visit the LMS at: **LEARNING.MOTOROLASOLUTIONS.COM** 

## **SAMPLE PACKAGES**



## ASTRO® INFRASTRUCTURE COMPLEMENT EDUCATION PACKAGE

This Education Package aligns with the Infrastructure ADVANCED Services Package

ASTRO® 25 SYSTEM OVERVIEW

MY VIEW PORTAL OVERVIEW

ASTRO® FEATURES AND FUNCTIONALITY

ASTRO® 25 SYSTEM FLEETMAPPING

ASTRO® 25 IV&D RADIO SYSTEM ADMINISTRATOR

MCC 7000 SERIES MANAGEMENT

CONSOLE ADMINISTRATOR & DISPATCH END USER TRAINING

RADIO END USER TRAIN-THE-TRAINER

WAVE™ ADMINISTRATION & END USER

MW OPERATIONS AND ADMINISTRATION

RADIO AUTHENTICATION

EXECUTIVE OVERVIEW

ASTRO® 25 IV&D SECURE COMMUNICATIONS

## APX DEVICE SUPPORT EDUCATION PACKAGE

This Education Package aligns with the APX Device ESSENTIAL Services Package

APX QUICK START

APX RADIO MANAGEMENT OVERVIEW

APX CPS PROGRAMMING & TEMPLATE BUILDING

APX RADIO MANANGEMENT WORKSHOP

APX TECHNICAL SUBSCRIBER ACADEMY

RADIO END USER TRAIN-THE-TRAINER



Talk with your Motorola Solutions contact for a quote, or email us at <u>training.na@motorolasolutions.com</u> for more information on how to sign your team up for one of our Education Services Packages.



# OPERATOR TRAINING

THE SUCCESSFUL IMPLEMENTATION OF YOUR COMMUNICATIONS SYSTEM DEPENDS ON ITS CONFIDENT USERS.

Users of your mobile and portable radios require training on their units to understand its basic operation, features and functions.

Dispatchers of your consoles require training to understand basic operation, features and functions; management personnel require training on the Motorola Solutions applications.



## **TRAIN-THE-TRAINER**

With this option, Motorola Solutions trains people you have identified as qualified instructors so that they in turn can train each individual user in your organization. These classes are typically done on site using your equipment. The interactive End User Tool Kit (iEUTK) and/or tailored end user materials can be utilized.

#### **AUDIENCE**

This course is geared for customers who have an experienced, dedicated training staff in their organization. This course concentrates on specific product features and how it relates to the training process.

#### **COURSE OVERVIEW**

This course provides the customer's identified training personnel knowledge and practice applying training techniques that will enable them to successfully train their students. Trainers will use simulation, facilitation and hands-on activities to facilitate learning events supported by tailored training materials and job aides. Students will become proficient in discussing common tasks associated with the operation of the customer's radios and consoles as identified by the customer's needs analysis. Note: This course is presented as customer specific and will cover pertinent information on customer equipment.

#### **REQUISITE KNOWLEDGE**

Previous training experience and radio system knowledge is a must.

## **OPERATOR TRAINING**

With this option, the users within your organization are trained by a Motorola Solutions instructor. These classes are typically done on site using your equipment. The interactive End User Tool Kit (iEUTK) and/or tailored end user materials support this training option.

#### **CONSOLES TRAINING**

These courses provide operators and supervisors with an introduction to the basic operation, administration and feature functionality of the Console Systems. Through facilitation and hands-on practice, users learn to perform tasks that are associated with their organization's particular system.

- Overview of console configuration
- Console dispatcher and supervisor operation
- Alias Management
- Messaging

#### SUBSCRIBER TRAINING

These courses provide radio users with an introduction to their radios, a review of their radio's basic functionality by means of job aides tailored to exactly how they use their radios. Through facilitation and hands-on practice, users learn to perform common tasks associated with their radio configuration.

- Overview of radio configuration
- General radio operations

#### **COURSES FOR CONSOLE PRODUCTS**

- MCC 7000 Series Dispatch Console Administrator Training
- MCC 7000 Series Dispatch Console Operator Training
- MKM 7000 Console Alias Manager
- MOTOBRIDGE IP Interoperable Solution Dispatch Console Operator
- MOTOBRIDGE Administration Control Panel (ACP)
- MCD 5000 Operator

#### **COURSES FOR MOBILES & PORTABLES**

- APX<sup>™</sup> Series
- MOTOTRBO™ Series
- XTL™/XTS Series

## TO REQUEST FIELD TRAINING, PLEASE CONTACT YOUR ACCOUNT MANAGER.

Note: The interactive End User Tool Kit (iEUTK) is not sold as a standalone product but included with our instructor-led, Train-The-Trainer or Operator Training.

# FOUNDATIONAL COURSES

BASIC RF (RDS0002)	15
BASIC RADIO (RDS0004)	15
BASIC NETWORKING (RDS0003)	15
INTRO TO R56 (NST9252)	16
SITE INSTALLATION PRACTICES WORKSHOP (NST925)	16
R56 STANDARDS UPDATE 2017 (NST9256)	16
SERVER & VIRTUALIZATION FOUNDATION (SRV1010)	17
COMMUNICATION SYSTEMS CONCEPTS (NST021)	17
NETWORKING ESSENTIALS IN MOTOROLA SOLUTIONS COMMUNICATIONS EQUIPMENT (NST762)	17
BRIDGING THE KNOWLEDGE GAP FOR ASTRO® 25 – TECHNICIAN (ACT100E)	18
BRIDGING THE KNOWLEDGE GAP FOR ASTRO® 25 – SYSTEM ADMINISTRATOR (ACT101E)	18
ASTRO® 25 SYSTEMS APPLIED NETWORKING (NWT003)	18
MOTOTRBO™ SYSTEMS APPLIED NETWORKING (PCT2007)	19

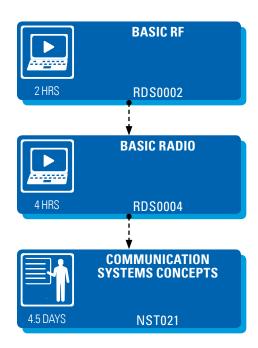


#### RADIO SOLUTIONS FOUNDATIONAL

For information on prerequisites and to register for courses visit the LMS at: LEARNING.MOTOROLASOLUTIONS.COM

## **RF FUNDAMENTALS**

#### **RF BASICS / RADIO SYSTEM BASICS**



## **CURRICULUM COMPLETE**

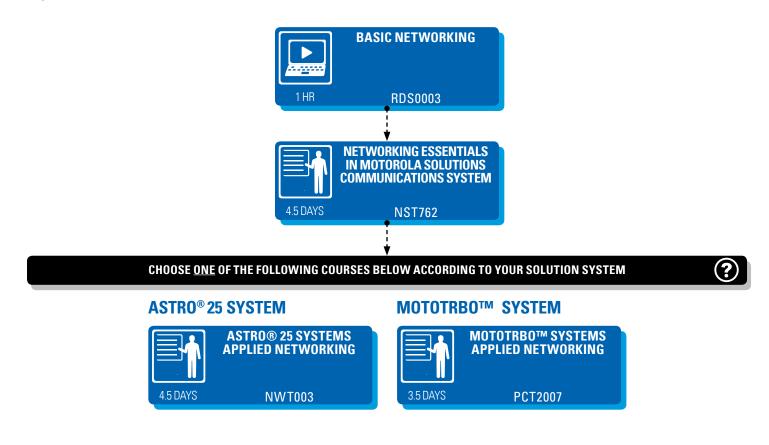
PARTICIPANT HAS RF KNOWLEDGE REQUIRED FOR ADVANCING TO MORE COMPLEX TECHNICAL TRAINING COURSES.

#### **RADIO SOLUTIONS FOUNDATIONAL**

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For general information contact the North America Training Services help desk at: (800) 247-2346, option 4 or training.na@motorolasolutions.com

## **IP/NETWORKING FUNDAMENTALS**



#### **CURRICULUM COMPLETE**

PARTICIPANT HAS IP PROTOCOLS AND NETWORKING SKILLS TO USE MOTOROLA SOLUTIONS SYSTEMS REQUIRING ADVANCED TECHNICAL TRAINING.

<u>CLICK HERE TO GO TO</u> <u>PAGE 41</u> FOR MORE DETAILS ON MOTOTRBO™ <u>CLICK HERE TO GO TO</u> <u>PAGE 20</u> FOR MORE DETAILS ON ASTRO® 25

#### RADIO SOLUTIONS FOUNDATIONAL

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#### **COURSE OVERVIEW**

This course emphasizes the concepts behind RF Systems theory and operation. Topics include basic radio transmitters and receivers, RF propagation, modulation, antenna systems, transmission lines and data-communications.

#### **TARGET AUDIENCE**

Technical staff who need to understand Communication Systems Concepts including basic radio, RF propagation, modulation, antenna systems, transmission lines and data-communications.

#### **COURSE OBJECTIVES**

After completing this course, the student will be able to:

- Describe electrical principles, including direct and alternating current.
- Describe the basic structure of radio transmitters and receivers.
- Describe the operation of the antenna system.
- Identify different types of transmission media.
- Describe RF propagation and understand system gains in a link budget.

#### **REQUISITE KNOWLEDGE**

None

#### **PREREQUISITES**

None



#### **COURSE OVERVIEW**

The purpose of this course is to provide the student with the basic, foundational land mobile two-way radio knowledge required when working with Motorola Solutions. This course is ideal for all people who sell or service land mobile two-way radios and it was especially designed to meet the needs of the MR Channel and Motorola Solutions employees.

#### TARGET AUDIENCE

Individuals who need a foundational overview of twoway radios.

#### **COURSE OBJECTIVES**

After completing this course, the student will be able to:

- Define what a two-way radio is.
- Describe two-way radio components.
- Describe communication types.
- List and describe ways of expanding coverage.
- Describe analog and digital solutions.
- Describe how transmit and receive processes work in conventional and trunked two-way radio.
- Define system scalability.
- · Identify the considerations to implementing a twowav radio.
- · List the characteristics of single-site, single-zone and multi-zone systems.
- Explain the concept of two-way radio security.
- Describe the open standards for the following technologies: APCO P25, TETRA and DMR.

#### **REQUISITE KNOWLEDGE**

Completion of the following course(s) or equivalent experience:

RDS0002 Basic RF

#### **PREREQUISITES**

None



#### **COURSE OVERVIEW**

This course provides a detailed description of the fundamentals of system networking. Topics include the OSI seven layer model, bridges and switches, IP and routing, applications and security.

#### **TARGET AUDIENCE**

Engineers who need to understand the essentials of system networking.

#### **COURSE OBJECTIVES**

After completing this course, the student will be able to:

- Identify the Elements and Interconnectivity of a basic network
- Define the OSI and TCP/IP Models
- Define the advantages of different Network Layout Options
- List the Physical and Data-Link Layers of the OSI and TCP/IP Models
- Define the Network and Transport Layers of the OSI and TCP/IP Models
- Identify the Service Layers within the OSI and TCP/ IP Model
- Define the concept of Network Security.
- · Identify standards organizations

#### **REQUISITE KNOWLEDGE**

None

#### **PREREQUISITES**

#### RADIO SOLUTIONS FOUNDATIONAL

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#### **COURSE OVERVIEW**

The purpose of this course is to present a high level overview of the RF site design and construction process, in line with the guidelines listed in Motorola Solutions' Standards and Guidelines for Communication Sites (R56) manual.

#### **TARGET AUDIENCE**

Technicians who need an introduction to the R56 processes.

#### **COURSE OBJECTIVES**

After completing this course, the student will be able to:

- Describe the site design and development tasks needed to meet R56 requirements.
- Describe the building and shelter design and installation tasks needed to meet R56 requirements.
- Identify the proper external and internal grounding tasks needed to meet R56 requirements.
- Identify transient voltage surge suppression needs that meet R56 requirements.
- Minimize the impact of RF Site Interference, in line with R56 requirements.
- Identify the equipment installation tasks needed to meet R56 requirements.

#### **REQUISITE KNOWLEDGE**

None

#### **PREREQUISITES**

None



#### **COURSE OVERVIEW**

The Site Installation Practices Workshop (R56) course is designed to present the standards and guidelines for installing a Motorola Solutions communication system. Participants will understand how a properly installed system can help to ensure a safe and efficient communications system, reducing system down time.

#### **TARGET AUDIENCE**

Technical System Managers and Technicians

#### **COURSE OBJECTIVES**

After completing this course, the student will be able to:

- List the purposes of grounding and evaluate their importance in terms of personal safety and effective system installation and protection
   Apply principles of basic electronics to the
- Apply principles of basic electronics to the installation standards found in the R56 manual
- Determine how an effectively installed ground system provides protection for a communication system from a lightning strike or electrical anomalies
- List the minimum requirements and specifications for the external and internal ground system
- List the minimum requirements and specifications for installation equipment, cables and documentation for a reliable communication system installation
- Investigate sources for possible solutions to various installation scenarios

#### **REQUISITE KNOWLEDGE**

Completion of the following course(s) or equivalent experience:

· Graduate of a basic electronics course

#### PREREQUISITES

None



#### **COURSE OVERVIEW**

The R56 Standards and Guidelines for Communication Sites is in the process of being updates for 2017. This course will cover all updates and is intended for individuals who have recently completed, or recertified their R56 certification. It will provide insight and understanding on the changes and their impact on the documented standard.

#### **TARGET AUDIENCE**

Electronics Equipment Technicians who are responsible for the installation or inspection of communications equipment. Communication Site Installers (R56) and Communication Site Installation inspectors (CSII)

#### **COURSE OBJECTIVES**

After completing this course, the student will be able to:

- · Be familiar with a current glossary of terms
- Understand changes and their relationship to the manual and certification
- Be aware of high level R56 Standards manual updates by chapter

#### **REQUISITE KNOWLEDGE**

Individuals must hold a valid R56 or CSII certification, or have completed all necessary coursework prior to attending this course.

#### PREREQUISITES

#### RADIO SOLUTIONS FOUNDATIONAL

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SERVER AND VIRTUALIZATION FOUNDATION SRV1010

#### **COURSE OVERVIEW**

This course will prepare students to install a server and understand the basics of supported virtualization application. The course covers BIOS configuration, installing supported virtualization applications, installing a client and server OS and verifying operations. The course includes hands on lab exercises.

#### **TARGET AUDIENCE**

Technical Support Staff who need to understand virtual servers or install servers that utilize Virtual Machines (VM).

#### **COURSE OBJECTIVES**

After completing this course, the student will be able to:

- Configure BIOS parameters for server hardware
- Demonstrate basic knowledge of supported virtualization application, including capacity
- Install supported virtualization application on a server platform
- Configure supported virtualization application parameters of supported server hardware
- Install a Client OS and Server OS in a virtual environment
- Verify Server/Client operations in a virtual environment

#### **REQUISITE KNOWLEDGE**

Completion of the following course(s) or equivalent experience:

Comp-TIA Server+ Certification or equivalent

#### PREREQUISITES

None



#### **COURSE OVERVIEW**

This course emphasizes the concepts behind RF Systems theory and operation. Major topics covered include:

- RF System Operation, including talkaround, repeater operation, and types of signaling used in RF Systems
- A basic walkthrough of building a communication system from Simplex, to Half Duplex, Voting Systems, and Simulcast is done, emphasizing the improvements in communication obtained with each step.
- Trunking Operation, including Smartzone operation
- Types of modulation used in RF System operation, including ASTRO®
- Radio frequency path including the antenna and transmission line
- · Decibels and their uses on the job
- RF Propagation/RF Interference
- Basic Troubleshooting practices from the system
   perspective

#### **TARGET AUDIENCE**

Individuals who are interested in the operational concepts driving modern communication systems.

#### **COURSE OBJECTIVES**

Upon completing this course, the student will be able to:

- Define terms commonly used in two--way communication systems
- Effectively use two--way radio communication systems knowledge to troubleshoot typical twoway communication radio systems
- Develop requirements for a two--way radio system by establishing programming and protocol requirements as requested
- Improve skills in the interpretation of typical two-way radio checks of the receiver, transmitter and the antenna system to troubleshoot a two-way radio communication system
- Use decibels to interpret the radio frequency path and antenna system to describe expected radio communication system performance and troubleshooting

#### **REQUISITE KNOWLEDGE**

Completion of the following course(s) or equivalent experience:

- Knowledge of basic electronics
- Experience using standard communication test equipment

#### PREREQUISITES

None

#### **COURSE OVERVIEW**

The Networking Essentials in Motorola Solutions Communications Equipment course provides the technician with the essential elements of networking required for the installation and maintenance of most Motorola Solutions communications systems. The course includes ample hands-on and basic troubleshooting on network elements.

#### **TARGET AUDIENCE**

System Technicians

#### **COURSE OBJECTIVES**

After completing this course, the student will be able to:

- Recall basic network terminology
- Compare basic configuration types, both logical and physical
- Describe the basic OSI (Open System Interconnect) model compared with the TCP/IP model
- Construct a basic LAN with a Windows Server Domain Controller and workstations
- Examine the interaction between the routers through their configurations
- Use common network commands to simulate traffic and validate connectivity and routing

#### **REQUISITE KNOWLEDGE**

Completion of the following course(s) or equivalent experience:

- An understanding of the basic Motorola Solutions Communications Systems is highly recommended
- Basic familiarization with computer operating systems is required
- A basic knowledge of networking is helpful and recommended

#### PREREQUISITES

#### RADIO SOLUTIONS FOUNDATIONAL

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#### **COURSE OVERVIEW**

This seven-module course is designed to bring Technicians from different technical backgrounds and experience levels to a common starting point for the ASTRO® 25 curriculum. This course provides seven modules from the basic concepts of radio communication systems and computer networking features, through the evolution that led to the ASTRO® 25 trunking system's architecture.

#### **TARGET AUDIENCE**

This course is intended for System Technicians, and other ASTRO® 25 system users who are new to trunked radio systems. Also those with experience in non-IP-based radio systems like SmartNet and SmartZone.

#### **COURSE OBJECTIVES**

After completing this course, the student will be able to:

- Explain the different radio system concepts as applied to conventional and trunked systems
- Compare analog radio communication signaling to ASTRO® 25 radio communications signaling
- Identify different communication concepts using representative block diagrams of the respective systems
- Compare radio system communication concepts using representative block diagrams of the respective systems
- Compare how voice and data, information flow through different radio communication system types and how the signaling information controls that flow of information
- Describe the features of each radio communication system in terms of advantages and disadvantages

#### **REQUISITE KNOWLEDGE**

None

#### PREREQUISITES

None



#### **COURSE OVERVIEW**

This five-module course is designed to bring Administrators from different technical backgrounds and experience levels to a common starting point for the ASTRO® 25 curriculum. This course provides seven modules from the basic concepts of radio communication systems and computer networking features, through the evolution that led to the ASTRO® 25 trunking system's architecture.

#### **TARGET AUDIENCE**

System Administrators who are new to trunked radio systems. Also those with experience in non-IP-based radio systems like SmartNet and SmartZone.

#### **COURSE OBJECTIVES**

After completing this course, the student will be able to:

- Identify different communication concepts using representative block diagrams of the respective systems
- Compare radio system communication concepts using representative block diagrams of the respective systems.
- Compare how voice and data information flows through different radio communication system types, and how the signaling information controls that flow of information
- Describe the features of each radio communication system in terms of advantages and disadvantages
- Explain the Trunked Radio System Concepts

## REQUISITE KNOWLEDGE

None

#### PREREQUISITES

None



#### **COURSE OVERVIEW**

The ASTRO® 25 Systems Applied Networking course provides technicians with the necessary networking information required for understanding the network components installed in modern Motorola communications systems. The course includes familiarization with basic networking concepts, and the networking components deployed in the ASTRO® 25 System.

#### **TARGET AUDIENCE**

Technical System Managers and Technicians

#### **COURSE OBJECTIVES**

After completing this course, the student will be able to:

- Define basic IP network concepts, hardware and protocols.
- Describe the LAN topologies for the ASTRO® 25 system.
- Describe the WAN topologies for the ASTRO® 25 system.
- Identify the current and legacy network components such as switches and routers.
- Perform backup, restore, and recovery procedures of routers and LAN switches.
- Analyze basic IP network connectivity and addressing.
- Define ASTRO® 25 Master Site VLAN/VRRP operation.
- Define ASTRO® 25 Network Transport Subsystem.
- Describe the various ASTRO® 25 Network Management applications.
- Identify network security components and concepts in an ASTRO® 25 system.
- Diagram SNMP deployment throughout the system.

#### **REQUISITE KNOWLEDGE**

Completion of the following course(s) or equivalent experience:

 NST762 Networking Essentials in Motorola Communications Systems

PREREQUISITES

#### RADIO SOLUTIONS FOUNDATIONAL

For information on prerequisites and to register for courses visit the LMS at: **LEARNING.MOTOROLASOLUTIONS.COM** 



#### **COURSE OVERVIEW**

The MOTOTRBO<sup>™</sup> Systems Applied Networking provides technicians with the necessary information required for understanding the typical networking requirements for implementing a variety or MOTOTRBO<sup>™</sup> solutions. The course includes familiarization/review of basic networking concepts and MOTOTRBO<sup>™</sup>-specific networking requirements. This course will focus on specific configurations for IP Site Connect, Linked Capacity Plus, and Connect Plus trunking systems.

#### **TARGET AUDIENCE**

Technical System Managers and Technicians

#### **COURSE OBJECTIVES**

After completing this course, the student will be able to:

- Recall Basic Networking Concepts
- Indentify recommended network components for MOTOTRBO™ systems
- Define LAN/WAN topologies for MOTOTRBO™ systems
- Perform backup, restore and recovery of recommended network components
- Identify network security concepts for MOTOTRBO<sup>™</sup> systems

#### **REQUISITE KNOWLEDGE**

Completion of the following course(s) or equivalent experience:

 NST762 Networking Essentials in Motorola Solutions Communications Equipment

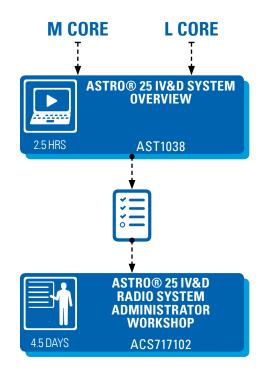
#### **PREREQUISITES**

## ASTRO® 25 IV&D SYSTEM COURSES

ASTRO® 25 IV&D SYSTEM OVERVIEW (AST1038)	27
ASTRO® 25 IV&D WITH M CORE WORKSHOP (ACS717103)	27
ASTRO® 25 IV&D CONVENTIONAL K CORE WITH CONFIGURATION MANAGER (ACS717410)	27
ASTRO® 25 IV&D RADIO SYSTEM ADMINISTRATOR WORKSHOP (ACS717102)	28
ASTRO® 25 SYSTEMS FLEETMAPPING (RDS1017)	28
ASTRO® 25 SECURITY PATCH MANAGEMENT (AST2001)	28
ASTRO® 25 RADIO AUTHENTICATION (AST2038)	29
ASTRO® 25 INFORMATION ASSURANCE WORKSHOP (ACS716600)	29
ASTRO® 25 IV&D SECURE COMMUNICATIONS WORKSHOP (ACS717207)	29
ASTRO® 25 IV&D IP BASED DIGITAL SIMULCAST WORKSHOP (ACS717217)	30
ASTRO® 25 IV&D GTR 8000 REPEATER SITE WORKSHOP (ACS717208)	30
ASTRO® 25 IV&D CONVENTIONAL RF SITE WORKSHOP (ACS717440)	30
ASTRO® 25 DOMAIN CONTROLLER ADMINISTRATION (AST2015)	31
INTELLIGENT MIDDLEWARE 5.2 OPERATION AND ADMINISTRATION (RDS2025)	31
ASTRO® 25 ISSI 8000 / CSSI 8000 FEATURE OVERVIEW (AST2005)	31
ASTRO® 25 IV&D DYNAMIC SYSTEM RESILIENCE (ACS715023)	32
ASTRO® 25 IV&D INTERFACING SMARTZONE 3600 SYSTEMS (ACS713360)	32
ASTRO® 25 IV&D ENHANCED TELEPHONE INTERCONNECT (ACS715480)	32
SYSTEM OVERVIEW FOR ASTRO® 25 IV&D INFORMATION ASSURANCE (ACS713211)	33

For information on prerequisites and to register for courses visit the LMS at: LEARNING.MOTOROLASOLUTIONS.COM

## **ASTRO® 25 IV&D RADIO SYSTEM ADMINISTRATOR**



### **RECOMMENDED CURRICULUM IS COMPLETE**

PARTICIPANT SHOULD BE ABLE TO CARRY OUT ADMINISTRATIVE TASKS IN THE ASTRO® 25 IV&D SYSTEM SUCH AS: PROVISIONING SUBSCRIBERS AND TALK GROUPS, GENERATING HISTORICAL REPORTS, CONTROLLING DEPLOYED SUBSCRIBERS AND MANAGING NETWORK ELEMENT CONFIGURATIONS. PARTICIPANT UNDERSTANDS FACTORS OF SYSTEM CONFIGURATION THAT IMPACT ASTRO® 25 SYSTEM MANAGEMENT.

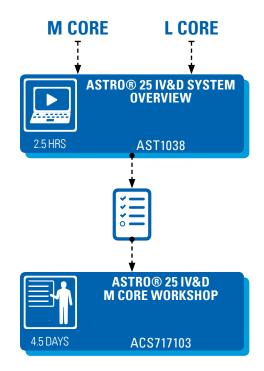
#### **OPTIONAL TRAINING ROADMAP**

OPTIONAL TRAINING ROADMAP AVAILABLE. CLICK ON THIS LINK TO GO TO PAGE 26 FOR ADDITIONAL DETAILS.

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For information on prerequisites and to register for courses visit the LMS at: LEARNING.MOTOROLASOLUTIONS.COM

## **ASTRO® 25 IV&D M/L CORE TECHNICIAN**



## **RECOMMENDED CURRICULUM IS COMPLETE**

PARTICIPANT SHOULD UNDERSTAND ASTRO® 25 M CORE COMPONENTS, VIRTUAL SERVERS AND SERVICE STRATEGY. PARTICIPANT CAN INTERPRET SYSTEM ALARMS, PROPOSE SOLUTIONS FOR SYSTEM FAILURES, AND AS WELL AS RESTORING EQUIPMENT TO PROPER FUNCTIONALITY.

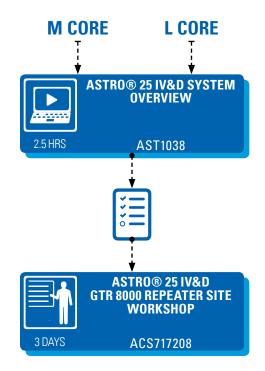
#### **OPTIONAL TRAINING ROADMAP**

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OPTIONAL TRAINING ROADMAP AVAILABLE. CLICK ON THIS LINK TO GO TO PAGE 26 FOR ADDITIONAL DETAILS.

For information on prerequisites and to register for courses visit the LMS at: LEARNING.MOTOROLASOLUTIONS.COM

## ASTRO® 25 IV&D REPEATER SITE TECHNICIAN (GTR)



## **RECOMMENDED CURRICULUM IS COMPLETE**

PARTICIPANT CAN MAINTAIN AN ASTRO® 25 REPEATER SITE INCLUDING: GTR8000 BASE STATION, GCP8000 SITE CONTROLLER AND OTHER SITE EQUIPMENT. \*PARTICIPANT PERFORMS ALIGNMENTS TROUBLESHOOTING AND FIELD REPLACEMENT OF SITE DEVICES DURING COURSE.

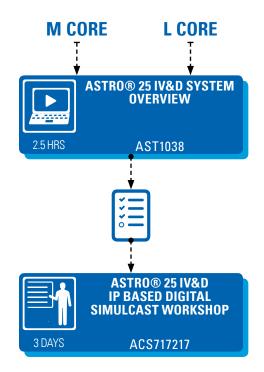
#### **OPTIONAL TRAINING ROADMAP**

OPTIONAL TRAINING ROADMAP AVAILABLE. CLICK ON THIS LINK TO GO TO PAGE 26 FOR ADDITIONAL DETAILS.

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For information on prerequisites and to register for courses visit the LMS at: LEARNING.MOTOROLASOLUTIONS.COM

## **ASTRO® 25 IV&D IP SIMULCAST SITE TECHNICIAN**



## **RECOMMENDED CURRICULUM IS COMPLETE**

PARTICIPANT SHOULD BE ABLE TO MAINTAIN AN ASTRO® 25 REPEATER SITE INCLUDING THE GTR8000 BASE STATION, GCP8000 SITE CONTROLLER, SITI COMPARATOR AND OTHER SITE EQUIPMENT.

#### **OPTIONAL TRAINING ROADMAP**

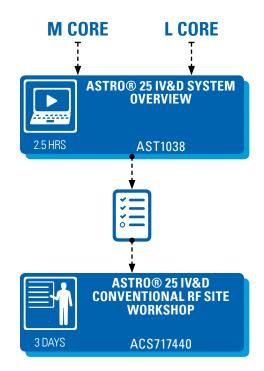
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OPTIONAL TRAINING ROADMAP AVAILABLE. CLICK ON THIS LINK TO GO TO PAGE 26 FOR ADDITIONAL DETAILS.

For information on prerequisites and to register for courses visit the LMS at: LEARNING.MOTOROLASOLUTIONS.COM

For general information contact the North America Training Services help desk at: (800) 247-2346, option 4 or training.na@motorolasolutions.com

## **ASTRO® 25 IV&D CONVENTIONAL RF SITE TECHNICIAN**



## **RECOMMENDED CURRICULUM IS COMPLETE**

PARTICIPANT SHOULD BE ABLE TO MAINTAIN AN ASTRO® 25 REPEATER SITE INCLUDING THE GTR8000 BASE STATION, GCP8000 SITE CONTROLLER, SITE COMPARATOR AND OTHER SITE EQUIPMENT.

#### **OPTIONAL TRAINING ROADMAP**

OPTIONAL TRAINING ROADMAP AVAILABLE. CLICK ON THIS LINK TO GO TO PAGE 26 FOR ADDITIONAL DETAILS.

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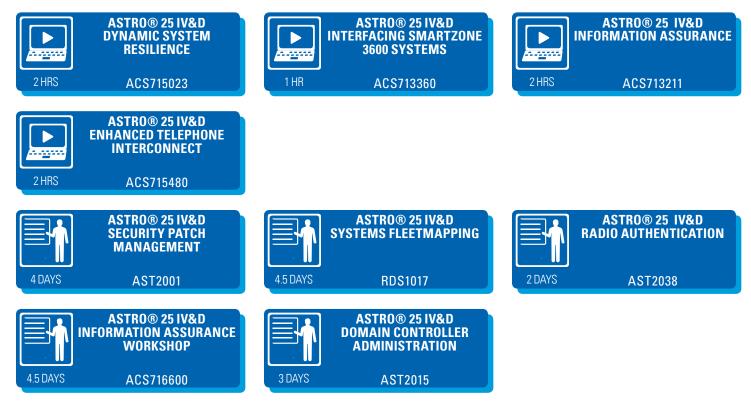
RADIO SOLUTIONS ASTRO® 25 IV&D SYSTEMS

For information on prerequisites and to register for courses visit the LMS at: LEARNING.MOTOROLASOLUTIONS.COM

## ASTRO® IV&D OPTIONAL TRAINING CURRICULUM

Motorola Solutions offers optional training for those participants who have completed their ASTRO® 25 cirriculum and want to learn more about their system's infrastructure and/or features.

## Select the training course below applicable to your system.



## SUBSCRIBER OPTIONAL TRAINING CURRICULUM



## RADIO SOLUTIONS ASTRO® 25 IV&D SYSTEMS

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For general information contact the North America Training Services help desk at: (800) 247-2346, option 4 or training.na@motorolasolutions.com



#### ASTRO® 25 IV&D SYSTEM OVERVIEW

AST1038

#### **COURSE OVERVIEW**

The ASTRO® 25 IV&D System Overview course will provide participants with knowledge and understanding of the ASTRO® 25 IV&D system. This course will address M, L and K Core systems. System architecture, components and features will be explained. In addition, RF and console sites and their architecture, features and components will be discussed. Finally, call processing for voice and mobile data applications will be covered, and an introduction to applications available in the ASTRO® 25 system will be provided.

#### **TARGET AUDIENCE**

Core Technicians, Site Technicians, Console Technicians, Core Managers.

#### **COURSE OBJECTIVES**

After completing this course, the student will be able to

- Understand the general architecture of an ASTRO® 25 IV&D Radio System
- Understand key features of available in the ASTRO® 25 IV&D Radio System
- Understand the components of the ASTRO® 25 Zone Core
- Understand site components in the ASTRO<sup>®</sup> 25 system
- · Understand the features, capabilities and components of the MCC7000 series dispatch consoles
- Understand concepts of Mobility and Call Processing in the ASTRO25
- Understand the applications for managing the ASTRO® 25 system

#### **REQUISITE KNOWLEDGE**

None

#### **PREREQUISITES**

None



#### **COURSE OVERVIEW**

The ASTRO® 25 IV&D with M Core course teaches troubleshooting skills and best practices for the Trunked Large Systems. The course also focuses on gathering and analyzing system information to implement appropriate action(s) that return a system to full operational status.

#### **TARGET AUDIENCE**

M Core Master Site Technicians

#### **COURSE OBJECTIVES**

After completing this course, the student will be able to

- Describe the ASTRO<sup>®</sup> 25 IV&D System architecture
- Identify the functional and radio subsystems that comprise the ASTRO® 25 IV&D System
- · Explain and discuss call flow and data flow through ASTRO® 25 IV&D M Core devices and their subsystems
- Perform recommended routine maintenance procedures for ASTRO® 25 IV&D M Core
- · Utilize the troubleshooting tools to diagnose a fault and restore the ASTRO® 25 IV&D M Core to the level of the Motorola Solutions-supported service strategy

#### **REQUISITE KNOWLEDGE**

Completion of the following course(s) or equivalent experience:

- ACT100E Bridging the Knowledge Gap for ASTRO<sup>®</sup> 25 – Technician
- NST762 Networking Essentials in Communication Equipment
- NWT003 ASTRO<sup>®</sup> 25 Systems Applied Networking

#### PREREQUISITES

AST1038 ASTRO® 25 IV&D System Overview



#### **COURSE OVERVIEW**

The ASTRO® 25 IV&D Conventional with K Core and Configuration Manager course teaches advanced troubleshooting skills and best practices for the ASTRO® 25 IV&D Conventional K Core. It also focuses on administrator functions and how to use the ASTRO® 25 IV&D Configuration Manager applications. A technical introduction to the MCC 7000 series consoles as used within the ASTRO® 25 IV&D Conventional K Core, including some administrator functions, is also provided. Learning activities focus on gathering and analyzing system information to implement the appropriate actions that return a system to full operational status.

#### TARGET AUDIENCE

Master Site Technicians, System Administrators, Technical System Administrators, System Technicians and other Application Users

#### **COURSE OBJECTIVES**

After completing this course, the student will be able to:

- Understand key physical and functional characteristics of K Core conventional system.
- Perform tasks necessary to install K Core conventional system components.
- Perform configuration steps for K Core conventional system components.
- · Understand available maintenance tools and indicators in K Core conventional system.

#### **REQUISITE KNOWLEDGE**

Completion of the following course(s) or equivalent experience:

- ACT101 Bridging the Knowledge Gap System Administrators
- NST762 Networking Essentials in Communication Equipment
- NWT003 ASTRO® 25 Applied Networking

#### PREREQUISITES

AST1038 ASTRO® 25 IV&D System Overview

## RADIO SOLUTIONS ASTRO® 25 IV&D SYSTEMS

For information on prerequisites and to register for courses visit the LMS at: **LEARNING.MOTOROLASOLUTIONS.COM** 

For general information contact the North America Training Services help desk at: (800) 247-2346, option 4 or training.na@motorolasolutions.com





#### **COURSE OVERVIEW**

This workshop covers administrator functions for an ASTRO® 25 Integrated Voice and Data (IV&D) System. Learning activities in this course focus on how to use the different ASTRO® 25 IV&D System Management applications. Participants will be provided with an opportunity to discuss how to structure their organization and personnel for optimal ASTRO® 25 IV&D system use.

#### **TARGET AUDIENCE**

System Administrators, Technical System Administrators, System Technicians, and other Application Users. The applications covered in this course may only apply to customers with releases 7.17.

#### **COURSE OBJECTIVES**

After completing this course, the student will be able to:

- Describe the relationship between radio programming, console administration and system management, and the impact of this relationship on system planning.
- List the network management tools applicable at each phase of the system life cycle.
- Identify the advantages and disadvantages of options available for the configuration of system infrastructure and user parameters.
- Use the report and real-time data to monitor performance and make adjustments necessary to maintain acceptable system performance levels.

#### **REQUISITE KNOWLEDGE**

Completion of the following courses or equivalent experience:

- ACT101 Bridging the Knowledge Gap System Administrators
- NST762 Networking Essentials in Communication Equipment
- NWT003 ASTRO® 25 Applied Networking

#### PREREQUISITES

AST1038 ASTRO® 25 IV&D System Overview



#### **COURSE OVERVIEW**

This workshop addresses topics necessary for the effective planning and mapping of an ASTRO® 25 IV&D radio system. During this course, the participants will learn about ASTRO® 25 features, capabilities, and restrictions in order to effectively plan and prepare for a new or upgraded ASTRO® 25 system.

#### TARGET AUDIENCE

Pre-sale customers, new system managers, system planning personnel

#### **COURSE OBJECTIVES**

After completing this course, the student will be able to:

- Discuss what a fleetmap is and why one is needed.
- Discuss the methodologies used to configure radio users and groups with the goal of optimizing the system resources.
- Describe the content to assist with fleetmapping decisions.
- Discuss frequency band plan organization and management.
- Describe basic planning requirements and complete a simple Fleetmap information template.
- Complete worksheets required to create a Fleetmap based on sample operational requirement information.

#### **REQUISITE KNOWLEDGE**

None

#### **PREREQUISITES**

None



#### **COURSE OVERVIEW**

Provide Motorola ASTRO® 25 Land Mobile Radio (LMR) system administrators the information needed to access and patch their Radio Network Infrastructure, update Anti-Malware definitions and collect log files.

#### **TARGET AUDIENCE**

Zone Core Master Site Technicians

#### **COURSE OBJECTIVES**

After completing this course, the student will be able to:

- Inventory LMR assets (Asset Inventory).
- Successfully access servers in the Zone Core.
- Successfully patch Radio Network Infrastructure.
- Update Anti-Malware Definitions for their Radio Network Infrastructure.
- Collect critical MS Windows and RHEL log files.

#### **REQUISITE KNOWLEDGE**

None

#### PREREQUISITES

ACS717103 ASTRO® 25 IV&D M Core Workshop

## RADIO SOLUTIONS ASTRO® 25 IV&D SYSTEMS

For information on prerequisites and to register for courses visit the LMS at: LEARNING.MOTOROLASOLUTIONS.COM

For general information contact the North America Training Services help desk at: (800) 247-2346, option 4 or training.na@motorolasolutions.com



#### ASTRO® 25 IV&D RADIO AUTHENTICATION

AST2038

#### **COURSE OVERVIEW**

This course describes the Radio Authentication feature and defines the HW/SW components in the Radio Authentication system. In addition the course describes the Radio Authentication process, discusses the various Keys uses in Radio Authentication. The students will understand how to provision and distribute relevant Keys using the AuC Client GUI to access the AuC Server. Students will understand how to enable Radio Authentication in the System via the AuC Client and how to configure the KVL 4000 for Radio Authentication and manage subscribers from the AuC Client.

#### **TARGET AUDIENCE**

Customer Administrators or Technicians.

#### **COURSE OBJECTIVES**

After completing this course, the student will be able to:

- Describe Radio Authentication features and HW/ SW components
- Describe the Radio Authentication process. Discuss the Keys used in Radio Authentication
- Provision and Distribute relevant Keys. Describe the AuC Client GUI
- Enable Radio Authentication in the System. Configure the KVL 4000 for Radio Authentication
- Manage Subscribers from the AuC Client. Discuss Radio Authentication functionality in a DSR system

#### **REQUISITE KNOWLEDGE**

Completion of the following course(s) or equivalent experience:

- AAE1400 Radio Authentication e-learning course.
- Radio System Administration or equivalent knowledge of the Provisioning Manager, ZoneWatch, Historical Reports, ATIA Log Viewer, Unified Event Manager (UEM), Unified Network Configurator (UNC).

#### PREREQUISITES

Access to customer ASTR025 Radio System, AuC Server/Client is required. Customer to provide working Motorola Solutions' portable radio(s) capable of placing calls on the System, access to working AuC client/server along with admin login credentials, access to a working KVL4000 key loader that can upload keys to the AuC server.



#### **COURSE OVERVIEW**

Information Assurance (IA) refers to securing radio network access, protecting the privacy of network traffic using encryption, and assuring the integrity of data sent through the radio network or stored in the radio network. IA procedures and protocols offer FIPS-compliant techniques designed to harden the network. In this lab-based class, IA features are applied to network transport equipment by configuring HP switches, Motorola Solutions network routers, and firewalls in the classroom. Site level and zone core IA features are illustrated on the customer system or, by remotely accessing the Motorola Solutions Solutions OneLE ASTRO® 25 system.

#### TARGET AUDIENCE

Technical Support staff who must configure, maintain, and troubleshoot a hardened ASTRO® 25 system.

#### **COURSE OBJECTIVES**

After completing this course, the student will be able to:

- Identify and describe the various Information Assurance (IA) features available in the
- ASTRO® 25 IV&D network.
- Identify the system locations and scope of protection offered by IA features in the network.
- Harden ASTRO® 25 networks using Information Assurance (IA) features.
- Configure and restore IA features on HP switches and Motorola Solutions network routers.
- Configure site level IA features using the CSS or UNC.
- Manage zone core level IA features.
- Manage and check the configuration of firewalls in the ASTRO® 25 network.

#### **REQUISITE KNOWLEDGE**

Completion of the following course(s) or equivalent experience:

- NST762 Networking Essentials in Communications Equipment
- NWT003 ASTRO® 25 Applied Networking
- ACS71X103 ASTRO® 25 M-Core Workshop

#### PREREQUISITES

None



#### **COURSE OVERVIEW**

This workshop describes planning, installation, configuration, operations, and troubleshooting of Secure Communications within the ASTRO<sup>®</sup> 25 IV&D System.

#### **TARGET AUDIENCE**

System Technicians, System Administrators, Technical System Managers

#### **COURSE OBJECTIVES**

After completing this course, the student will be able to:

- Plan, organize, and implement Secure Communications in an ASTRO® 25 IV&D system.
- Install and configure a Key Management Facility (KMF) system and related components.
- Demonstrate centralized key management using Over-the-Air-Rekeying (OTAR).
- Perform System Administrator functions using the KMF server and KMF client.
- Troubleshoot installation and configuration problems for the KMF server, KMF client, and KMF database.

#### **REQUISITE KNOWLEDGE**

Completion of the following courses or equivalent experience:

- ACT100E Bridging the Knowledge Gap -Technicians
- NST762 Networking Essentials in Communication Equipment

#### PREREQUISITES

## RADIO SOLUTIONS ASTRO® 25 IV&D SYSTEMS

For information on prerequisites and to register for courses visit the LMS at: **LEARNING.MOTOROLASOLUTIONS.COM** 

For general information contact the North America Training Services help desk at: (800) 247-2346, option 4 or training.na@motorolasolutions.com



ASTRO® 25 IV&D IP BASED DIGITAL SIMULCAST WORKSHOP

ACS717217

#### **COURSE OVERVIEW**

The ASTRO® 25 IV&D IP Based Digital Simulcast workshop provides an understanding of the components that comprise the ASTRO® 25 IV&D IP Simulcast subsystem, and how they operate in conjunction with each other. The workshop also explains the tools and methods available for troubleshooting components within the IP Based Simulcast subsystem.

#### **TARGET AUDIENCE**

Simulcast Site Technicians

#### **COURSE OBJECTIVES**

After completing this course, the student will be able to:

- Recognize the flow of message and control data within an ASTRO® 25 IV&D
   IP Digital Simulcast subsystem
- Identify the major components and connections within an ASTRO® 25 IV&D IP Digital Simulcast subsystem prime and remote sites
- Recognize how calls are processed within an ASTRO® 25 IV&D IP Digital Simulcast subsystem
- Perform maintenance and troubleshooting of select components in an ASTRO® 25 IV&D IP Digital Simulcast subsystem

#### **REQUISITE KNOWLEDGE**

Completion of the following course(s) or equivalent experience:

- ACT100E Bridging the Knowledge Gap for ASTRO<sup>®</sup> 25 – Technician
- NST762 Networking Essentials in Communication Equipment
- NWT003 ASTRO<sup>®</sup> 25 Systems Applied Networking

#### **PREREQUISITES**

AST1038 ASTRO® 25 IV&D System Overview



#### **COURSE OVERVIEW**

This workshop describes the components in the ASTRO® 25 IV&D System Repeater Site with GTR 8000 expandable site subsystem. This course also presents how the GTR 8000 expandable site subsystem operates and explains the tools and methods available for troubleshooting components within the subsystem.

#### TARGET AUDIENCE

GTR 8000 Site Technicians

#### **COURSE OBJECTIVES**

After completing this course, the student will be able to:

- Describe the ASTRO® 25 IV&D Repeater Site with GTR 8000 Expandable Site Subsystem configurations and components.
- Identify the GCP 8000 Site Controller functions and configuration requirements.
- Describe the connections and interfaces to the GCP 8000.
- Diagnose and troubleshoot the GCP 8000.
- Describe the functionality of the GTR 8000 Expandable Site Subsystem.
- Configure and troubleshoot the ASTRO® 25 Repeater Site with GTR 8000 Expandable Site Subsystem.
- Configure and troubleshoot the Network Transport subsystem.

#### **REQUISITE KNOWLEDGE**

Completion of the following courses or equivalent experience:

- ACT100 Bridging the Knowledge Gap Technicians
- NST762 Networking Essentials in Communication
  Equipment
- NWT003 ASTRO®25 Applied Networking

#### PREREQUISITES

AST1038 ASTRO® 25 IV&D System Overview



#### **COURSE OVERVIEW**

The ASTRO® 25 IV&D Conventional RF Site workshop describes the components in the different ASTRO® 25 IV&D Conventional RF Sites topologies. This course also presents how the different ASTRO® 25 IV&D Conventional RF Sites topologies operate and explains the tools and methods available for troubleshooting components within the different ASTRO® 25 IV&D Conventional RF Sites topologies.

#### TARGET AUDIENCE

Site Technicians

#### **COURSE OBJECTIVES**

After completing this course, the student will be able to:

- Understand key physical and functional characteristics of conventional site.
- Perform tasks necessary to install conventional site components.
- Perform configuration steps for conventional site components.
- Understand available maintenance tools and indicators in conventional site.

#### **REQUISITE KNOWLEDGE**

Completion of the following course(s) or equivalent experience:

- ACT101 Bridging the Knowledge Gap System Administrators
- NST762 Networking Essentials in Communication Equipment
- NWT003 ASTRO® 25 Applied Networking

#### PREREQUISITES

AST1038 ASTRO® 25 IV&D System Overview

#### RADIO SOLUTIONS ASTRO® 25 IV&D SYSTEMS

For information on prerequisites and to register for courses visit the LMS at: **LEARNING.MOTOROLASOLUTIONS.COM** 

For general information contact the North America Training Services help desk at: (800) 247-2346, option 4 or training.na@motorolasolutions.com



ASTRO® 25 DOMAIN CONTROLLER ADMINISTRATION

AST2015

#### **COURSE OVERVIEW**

This workshop covers the administrator and management functions in the ASTRO® 25 Domain Controller and how these functions affect both users and computers in the ASTRO® 25 system. Learning activities in this course focus on how to use the Domain Controllers to authenticate, administer, and authorize users and devices in the ASTRO® 25 System. Group Policies and Organizational Units, RADIUS, and DNS structure will be addressed during this course.

#### **TARGET AUDIENCE**

System Administrators, Technical System Administrators and System Technicians

#### **COURSE OBJECTIVES**

After completing this course, the student will be able to:

- Understand the Domain Controller server platform
- Understand the DNS Hierarchy in the ASTRO® 25 system
- Implement RADIUS authentication in applicable devices in an ASTRO® 25 system.
- Use Active Directory to control users in the ASTRO® 25 system.
- Understand Group Policy objects and how they impact users in the ASTRO® 25 Domain.

#### **REQUISITE KNOWLEDGE**

Completion of the following course(s) or equivalent experience:

AST1038 ASTRO® 25 IV&D System Overview

#### **PREREQUISITES**

None



#### **COURSE OVERVIEW**

The purpose of this course is to provide the steps to operate and maintain a customer's IMW system within their Motorola system (ASTRO®, Dimetra, LTE).

#### **TARGET AUDIENCE**

Professionals responsible for the operation and maintenance of a customer's IMW system within their Motorola systems (ASTRO®, Dimetra, LTE).

#### **COURSE OBJECTIVES**

After completing this course, the student will be able to:

- Describe IMW features.
- Perform installation of IMW.
- Configure an IMW system.
- Identify the IMW tools to administer the system.
- Perform routine administration.
- · Perform troubleshooting.
- Understand system-specific considerations.

#### **REQUISITE KNOWLEDGE**

None

#### PREREQUISITES

None

## ASTRO® 25 ISSI 8000 / CSSI 8000 FEATURE OVERVIEW 2 HRS AST2005

#### **COURSE OVERVIEW**

The ISSI 8000 / CSSI 8000 Feature Overview selfpaced course describes the optional Inter-RF Subsystem Interface available in an ASTRO® 25 IV&D System. It presents a description of the feature, its benefits and components, call processing scenarios, and an overview of the installation process.

#### **TARGET AUDIENCE**

System Managers, Technical System Managers, System Technicians, Application Users

#### **COURSE OBJECTIVES**

After completing this course, the student will be able to:

- Describe the ISSI 8000 / CSSI 8000 feature
- Describe the components of the ISSI 8000 / CSSI 8000 feature
- Describe the communication scenarios if this feature is enabled
- Follow the installation and configuration process if this feature is added to an ASTRO® system

#### **REQUISITE KNOWLEDGE**

Completion of the following courses:

- ACT100E Bridging the Knowledge Gap -Technicians
- AST1038 ASTRO® 25 IV&D System Overview

#### PREREQUISITES

## RADIO SOLUTIONS ASTRO® 25 IV&D SYSTEMS

For information on prerequisites and to register for courses visit the LMS at: LEARNING.MOTOROLASOLUTIONS.COM

For general information contact the North America Training Services help desk at: (800) 247-2346, option 4 or training.na@motorolasolutions.com





#### **COURSE OVERVIEW**

The ASTRO® 25 IV&D Dynamic System Resilience (DSR) Overview is a self-study training course intended to provide a technical overview of DSR. The course describes how DSR adds a geographically separate backup for the Master Site to protect against a catastrophic failure.

#### **TARGET AUDIENCE**

System Administrators, System Technicians, Field Technicians

#### **COURSE OBJECTIVES**

After completing this course, the student will be able to:

 Differentiate between a non-DSR Master Site and a DSR Master Site

Describe the DSR components, operation and

functionality of each of the following services: – Voice

- Data
- Network Management
- Network Transport
- IP Services

#### **REQUISITE KNOWLEDGE**

Completion of the following course(s) or equivalent experience:

• ACS715200 - System Overview for ASTRO® 25 IV&D with M Core

#### PREREQUISITES

None



#### **COURSE OVERVIEW**

ASTRO<sup>®</sup> 25 IV&D Trunked System - Interfacing SmartZone 3600 Systems with SmartX is designed to allow communication between subscriber radios at existing 3600 RF sites and an ASTRO<sup>®</sup> 25 IV&D system. It is based on the Voice Processor Module hardware platform and enables the continued use of 3600 RF sites and subscriber radios with the release of ASTRO<sup>®</sup> 25 7.7 or higher. This self-study training course is intended to provide information related to the installation and functionality of, including the hardware and software associated with, the SmartX Site Converter in the ASTRO<sup>®</sup> 25 IV&D.

#### **TARGET AUDIENCE**

System Administrators, System Technicians, Field Technicians

#### **COURSE OBJECTIVES**

After completing this course, the student will be able to:

 Describe the SmartX Site Converter and its operation within the system

to install a SmartX Site Converter

- Identify the major components and functionality.
- Know the requirements and components necessary

#### **REQUISITE KNOWLEDGE**

None

## PREREQUISITES

None



#### **COURSE OVERVIEW**

This web based course describes the functionality and the hardware and software associated with the Enhanced Telephone Interconnect feature in the ASTRO® 25 IV&D System.

#### **TARGET AUDIENCE**

System Technicians, System Administrators

#### **COURSE OBJECTIVES**

After completing this course, the student will be able to:

- Identify the function and major components for the Enhanced Telephone Interconnect feature
- Define the operation of the Enhanced Telephone Interconnect feature within the system
- Configure the Enhanced Telephone Interconnect
   equipment
- Troubleshoot the Enhanced Telephone Interconnect equipment

#### **REQUISITE KNOWLEDGE**

Completion of the following course(s) or equivalent experience:

- ACT100E or ACT101E Bridging the Knowledge Gap for ASTRO<sup>®</sup> 25
- NST762 Networking Essentials in Communication Equipment

#### PREREQUISITES

For information on prerequisites and to register for courses visit the LMS at: **LEARNING.MOTOROLASOLUTIONS.COM** 



#### **COURSE OVERVIEW**

This web based course describes the functionality and the hardware and software associated CNI Network Security in the ASTRO $^{\circ}$  25 IV&D System.

#### **TARGET AUDIENCE**

System Administrators, System Technicians, Field Technicians

#### **COURSE OBJECTIVES**

After completing this course, the student will be able to:

- Define network security and its functions
- List the network security components of an ASTRO<sup>®</sup> 25 IV&D system
- Define the functions, components and operation of the Core Server Management Server (CSMS)
- Identify the functions, components and operation of the Interface Barrier (NIB)
- Identify the functions, components and operation of the border router and the peripheral network router

#### **REQUISITE KNOWLEDGE**

Completion of the following course(s) or equivalent experience:

- ACT100E or ACT101E Bridging the Knowledge Gap for ASTR0® 25
- NST762 Networking Essentials in Communication Equipment
- NWT003 ASTRO<sup>®</sup> 25 Systems Applied Networking

#### **PREREQUISITES**

Take one of the following depending on system supporting:

- ACS713200 ASTR025 IV&D with M Core System Overview
- ACS713420 ASTR025 IV&D Conventional with M Core Overview
- ACS713430 ASTR025 IV&D with L Core System Overview
- ACS713400 ASTR025 IV&D Conventional with K Core System Overview

# **CONSOLE COURSES**

ASTRO® 25 IV&D SYSTEM OVERVIEW (AST1038)	36
ASTRO® 25 IV&D DOMAIN CONTROLLER ADMINISTRATION (AST2015)	36
MCC 7000 SERIES DISPATCH CONSOLES WORKSHOP (CON012)	36
ASTRO® 25 NICE LOGGER INTEGRATION (AST1002)	37
MCD 5000 TECHNICAL WORKSHOP (RDS1022)	37

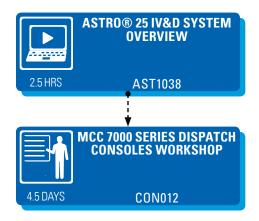


MCC 7000 SERIES DISPATCH CONSOLES WORKSHOP (CON012) FOCUSES ON THE CONSOLES APPLICATION IN AN M- OR L-CORE SYSTEM.

#### RADIO SOLUTIONS CONSOLES

For information on prerequisites and to register for courses visit the LMS at: **LEARNING.MOTOROLASOLUTIONS.COM** 

## **CONSOLES TECHNICAL TRAINING CURRICULUM**



## **CURRICULUM COMPLETE**

PARTICIPANT CAN MAINTAIN A MCC 7000 DISPATCH CONSOLE SITE INCLUDING: CONSOLE PC, VPM, CC GW'S AND AUX I/O SERVERS. \*PARTICIPANT PERFORMS TROUBLESHOOTING AND REPLACEMENT OF SITE DEVICES DURING COURSE.

**OPTIONAL CONSOLE TRAINING** 



MCD 5000 TECHNICAL WORKSHOP

RDS1022





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#### RADIO SOLUTIONS CONSOLES

For information on prerequisites and to register for courses visit the LMS at: **LEARNING.MOTOROLASOLUTIONS.COM** 

2.5 HRS

ASTRO® 25 IV&D SYSTEM OVERVIEW

AST1038

#### **COURSE OVERVIEW**

The ASTRO® 25 IV&D System Overview course will provide participants with knowledge and understanding of the ASTRO® 25 IV&D system. This course will address M, L and K Core systems. System architecture, components and features will be explained. In addition, RF and console sites and their architecture, features and components will be discussed. Finally, call processing for voice and mobile data applications will be covered, and an introduction to applications available in the ASTRO® 25 system will be provided.

#### **TARGET AUDIENCE**

Core Technicians, Site Technicians, Console Technicians, Core Managers.

#### **COURSE OBJECTIVES**

After completing this course, the student will be able to:

- Understand the general architecture of an ASTRO<sup>®</sup> 25 IV&D Radio System
- Understand key features of available in the ASTRO<sup>®</sup> 25 IV&D Radio System
- Understand the components of the ASTRO® 25
   Zone Core
- Understand site components in the ASTRO® 25 system
- Understand the features, capabilities and components of the MCC7000 series dispatch consoles
- Understand concepts of Mobility and Call Processing in the ASTR025
- Understand the applications for managing the ASTRO® 25 system

#### **REQUISITE KNOWLEDGE**

None

#### PREREQUISITES

None



#### **COURSE OVERVIEW**

This workshop covers the administrator and management functions in the ASTRO® 25 Domain Controller and how these functions affect both users and computers in the ASTRO® 25 system. Learning activities in this course focus on how to use the Domain Controllers to authenticate, administer, and authorize users and devices in the ASTRO® 25 System. Group Policies and Organizational Units, RADIUS, and DNS structure will be addressed during this course.

#### **TARGET AUDIENCE**

System Administrators, Technical System Administrators and System Technicians

#### **COURSE OBJECTIVES**

After completing this course, the student will be able to:

- Understand the Domain Controller server platform
- Understand the DNS Hierarchy in the ASTRO® 25 system
- Implement RADIUS authentication in applicable devices in an ASTRO® 25 system.
- Use Active Directory to control users in the ASTRO® 25 system.
- Understand Group Policy objects and how they impact users in the ASTRO® 25 Domain.

#### **REQUISITE KNOWLEDGE**

Completion of the following course(s) or equivalent experience:

AST1038 ASTRO® 25 IV&D System Overview

#### PREREQUISITES

None

4.5 DAYS CON012

(800) 247-2346, option 4 or training.na@motorolasolutions.com

For general information contact the North America Training Services help desk at:

#### **COURSE OVERVIEW**

This course familiarizes participants in installation, configuration, management and repair of MCC 7000 Series Dispatch Consoles, Archiving Interface Servers, AUX I/O servers, and Conventional Channel Gateways. The focus is on a detailed discussion of console hardware and hands-on activities with the installation and configuration of the MCC 7000 Series Dispatch Consoles.

#### TARGET AUDIENCE

System Administrators, Console Technicians

#### **COURSE OBJECTIVES**

After completing this course, the participant will be able to:

- Understand key physical and functional characteristics of MCC 7000 Series Dispatch Consoles.
- Understand physical installation requirements of MCC 7000 Series Dispatch Consoles.
- Perform tasks necessary to install MCC 7000 Series Dispatch Consoles components.
- Perform configuration steps for MCC 7000 Series Dispatch Consoles components.
- Understand available maintenance tools and indicators in MCC 7000 Series Dispatch Consoles.
- Perform routine maintenance activities in MCC 7000 Series Dispatch Consoles components.
- Troubleshoot MCC 7000 Series Dispatch Consoles components to the Motorola Solutions recommended service level.
- Perform tasks necessary to provision users for MCC 7000 Series Dispatch Consoles.
- Configure the MCC 7000 Series Dispatch Consoles interface.
- Perform required administrative activities for MCC 7000 Series Dispatch Consoles.

#### **REQUISITE KNOWLEDGE**

Completion of the following course(s) or equivalent experience:

- ACT100E or ACT101E Bridging the Knowledge Gap
- NST762 Networking Essentials in Communication Equipment
- NWT003 ASTRO<sup>®</sup> 25 Systems Applied Networking

#### PREREQUISITES

AST1038 ASTRO<sup>®</sup> 25 IV&D System Overview

#### RADIO SOLUTIONS CONSOLES

For information on prerequisites and to register for courses visit the LMS at: LEARNING.MOTOROLASOLUTIONS.COM



#### **COURSE OVERVIEW**

This workshop covers the tasks and knowledge to implement a NICE logging solution in an ASTRO® 25 system. Learning activities in this course focus on both initial installation and configuration, and operation and troubleshooting the components after installation. Participants will be provided with an opportunity to demonstrate, with available lab equipment, tasks required to install and maintain the related subsystem components.

#### **TARGET AUDIENCE**

Console Technicians, System Managers

#### **COURSE OBJECTIVES**

After completing this course, the student will be able to:

- Describe the functionality of the different components and applications required for NICE Radio logging
- Install and configure required components into an ASTRO<sup>®</sup> 25 system
- Perform administrative tasks necessary for operation of the logging solution
- Use system tools and applications to identify potential causes of failure of the logging solution

#### **REQUISITE KNOWLEDGE**

Completion of the following course(s) or equivalent experience:

- AST1038 ASTRO<sup>®</sup> 25 IV&D System Overview
- CON012 MCC7000 Series Dispatch Console
   Workshop

#### **PREREQUISITES**

None



#### **COURSE OVERVIEW**

This workshop supports those that install, configure, or support the MCD 5000 Deskset. This three day training course will cover installation procedures for the MCD5000 Deskset, Radio Gateway Unit (RGU), and connectivity to different station types. Configuration and programming of the MCD5000 and its supporting equipment will be covered through discussion and hands- on lab activities. Troubleshooting and maintenance techniques will be addressed to the Motorola Solutions recommended service level.

#### **TARGET AUDIENCE**

MCD 5000 Technicians

#### **COURSE OBJECTIVES**

- By the end of the course, you will be able to:
- Identify the MCD 5000 System components and functions.
- Install MCD 5000 Deskset.
- Install Radio Gateway Units.
- Configure MCD 5000 subcomponents.
- Troubleshoot the MCD 5000 System to Motorola Solutions recommended service levels.

#### **REQUISITE KNOWLEDGE**

Completion of the following course(s) or equivalent experience:

NST021 Communication Systems Concepts

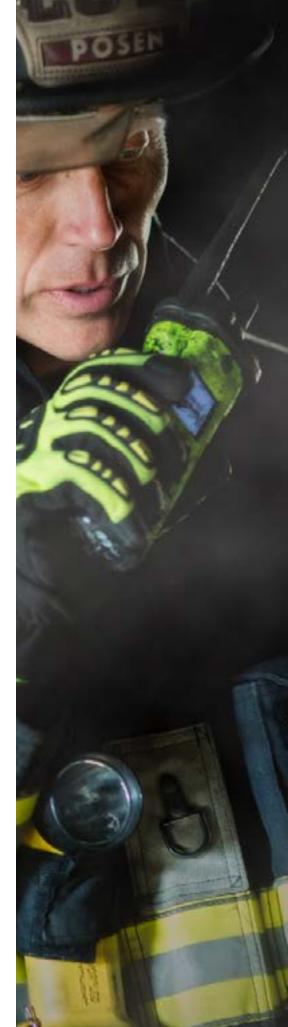
#### PREREQUISITES

None

37

# **SUBSCRIBER COURSES**

<b>APX™ CPS PROGRAMMING AND TEMPLATE BUILDING</b> (APX7001V)	39
APX™ TECHNICAL SUBSCRIBER ACADEMY (APX010)	39
APX™ RADIO MANAGEMENT WORKSHOP (RDS2017)	39
MOTOTRBO™ SUBSCRIBER AND REPEATER TECHNICAL SERVICE ACADEMY (TB0300)	40



#### RADIO SOLUTIONS SUBSCRIBERS

For information on prerequisites and to register for courses visit the LMS at: LEARNING.MOTOROLASOLUTIONS.COM

For general information contact the North America Training Services help desk at: (800) 247-2346, option 4 or training.na@motorolasolutions.com



APX™ CPS PROGRAMMING AND TEMPLATE BUILDING

APX7001V

#### **COURSE OVERVIEW**

The APX CPS Programming and Template Building course provides communications management personnel and technicians with the knowledge and training necessary to build templates and program the APX family of radios in the most efficient way possible. Supplemental videos for this VILT course can be seen by enrolling in RDS1018 and RDS1019 in the LMS.

#### **TARGET AUDIENCE**

Radio Technicians, System Managers

#### **COURSE OBJECTIVES**

By the end of the course, you will be able to:

- Build the APX family of programming templates using the APX CPS programming Software Program the specific parameters related to the various system types in which the subscriber unit will operate: Conventional, Single Site trunking, Simulcast, SmartZone or ASTRO® 25 IV&D TDMA and ASTRO® 25 IV&D x2.
- Demonstrate knowledge of the APX CPS navigation, tools, options and features that make efficient programming of the radio possible.
- Demonstrate a complete understanding of the various APX CPS programming efficiency tools, such as: Cloning, drag and drop, Codeplug Comparison tool, radio Flashing, Advance System Key Administrator, Codeplug Merging and many others.

#### **REQUISITE KNOWLEDGE**

Knowledge of the basic features and options of twoway radios and the basic concepts of trunking.

#### **PREREQUISITES**

None



#### **COURSE OVERVIEW**

Participants will learn the capabilities, features and functions of the APX family of radios as well as how to correctly complete performance checks, radio alignments, disassembly/reassembly, maintenance and troubleshooting. This Academy will also focus on a detailed theory of operation for the APX family of radios. The APX Academy will also cover in detail: Radio Flashing, Encryption, Key Loading (Including configuring the APX radio for OTAR), Programming over P25 (Over the Air Programming), Advanced System Key Management, Vacuum and Submersibility Testing, APX Mobile Radio Installation and many other special setup or configuration modes with the radios. In addition to lecture, large amounts of hands on with scenario based lab work will be used to reinforce knowledge transfer. This Academy will cover in detail all models within the APX family of radios, including: XTS7000 and APX7500.

#### TARGET AUDIENCE

Radio Technicians

#### **COURSE OBJECTIVES**

After completing this course, the student will be able to:

- Distinguish between the features and specifications of the all the available radio's within the APX family of subscribers
- Verify the correct operation of the various radio's within the APX family of subscribers by completing Performance Checks and Alignment procedures
- Maintain & troubleshoot radio's within the APX family of subscribers
- Disassemble and reassemble various APX subscriber radio's using the documented procedures
- Verify the housing integrity of an APX 7000 portable radio
- Flash upgrade the various radio's within the APX family of subscribers
- Interpret the circuit theory of operation and use this information to isolate faults found at both the board and the component level

#### **REQUISITE KNOWLEDGE**

Completion of the following courses or equivalent experience:

- NST021 Communication Systems Concepts
- APX7001V APX CPS Programming and Template Building Overview

#### PREREQUISITES

None



#### **COURSE OVERVIEW**

Participants will learn the capabilities, features, and functions of the APX Radio Management Suite. This course covers an APX CPS overview, APX Radio Management Overview, Basic Networking Primer, ASTR025/CEN Networking and UNS Overview, and APX Radio Management Installation, Configuration, and Operations.

In addition, the course contains labs that focus on installation, configuration, and operation using both wired and POP25 updates to APX Subscriber radios in both a LAN and WAN environment.

#### TARGET AUDIENCE

Radio Technicians, System Managers, Radio Programmers

#### **COURSE OBJECTIVES**

After completing this course, the student will be able to:

- Describe the APX Radio Management Suite operations and required software and hardware components
- Describe all deployment options for APX Radio Management Suite
- Configure a basic APX Radio Management system using a single PC, multiple PCs on a LAN, and multiple PCs on a WAN.
- Troubleshoot common APX Radio Management installation, configuration, and operation issues
- Use Best Practices to implement and optimize Radio Management Performance.

#### **REQUISITE KNOWLEDGE**

Completion of the following courses or equivalent experience:

APX7001V APX CPS Programming and Template
 Building Overview

#### PREREQUISITES

None

2.5 HRS

#### RADIO SOLUTIONS SUBSCRIBERS

For information on prerequisites and to register for courses visit the LMS at: **LEARNING.MOTOROLASOLUTIONS.COM** 



#### **COURSE OVERVIEW**

Participants will learn the capabilities, features and functions of the MOTOTRBO<sup>™</sup> family of radios and repeaters as well as how to correctly complete performance checks, radio alignments, disassembly/ reassembly, maintenance, and troubleshooting. This Academy will also focus on the detailed theory of operation. In addition to lecture, large amounts of hands on, scenario based lab work will be used to reinforce knowledge transfer. This Academy will cover in detail different models within the MOTOTRBO<sup>™</sup> family of radios and repeaters.

#### **TARGET AUDIENCE**

Radio Technicians

#### **COURSE OBJECTIVES**

- Distinguish between the features and specifications of the MOTOTRBO<sup>™</sup> portable and mobile radios and repeaters
- Verify the correct operations of the MOTOTRBO™ radios and repeaters by completing Performance Checks and Alignment procedures
- Maintain and troubleshoot MOTOTRBO™ radios and repeaters
- Disassemble and reassemble the radios using the documented procedures

#### **REQUISITE KNOWLEDGE**

Completion of the following course(s) or equivalent experience:

 CEDMEL2000 Introduction to MOTOTRBO™ Systems for Technicians

#### PREREQUISITES

# MOTOTRBO™ COURSES

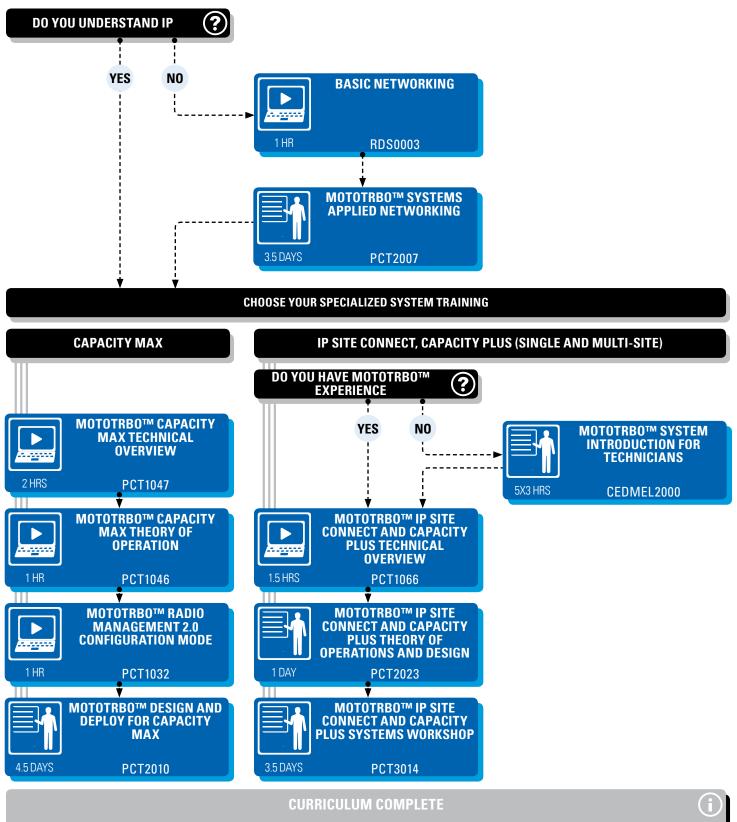
MOTOTRBO™ SYSTEM INTRODUCTION FOR TECHNICIANS (CEDMEL2000)	44
MOTOTRBO™ SYSTEMS APPLIED NETWORKING (PCT2007)	44
MOTOTRBO™ RADIO MANAGEMENT 2.0 TEMPLATE MODE (PCT1026)	44
MOTOTRBO™ RADIO MANAGEMENT 2.0 CONFIGURATION MODE (PCT1032)	45
MOTOTRBO™ RADIO MANAGEMENT WORKSHOP (PCT2022)	45
<b>MOTOTRBO™ SUBSCRIBER AND REPEATER TECHNICAL SERVICE ACADEMY</b> (TBO300)	45
MOTOTRBO™ CAPACITY MAX TECHNICAL OVERVIEW (PCT1047)	46
MOTOTRBO™ CAPACITY MAX THEORY OF OPERATION (PCT1046)	46
MOTOTRBO™ CAPACITY MAX DESIGN AND DEPLOY (PCT2010)	46
MOTOTRBO™ CAPACITY MAX SYSTEM ADVISOR TUTORIAL (PCT1031)	47
MOTOTRBO™ IP SITE CONNECT AND CAPACITY PLUS TECHNICAL OVERVIEW (PCT1066)	47
MOTOTRBO™ IP SITE CONNECT AND CAPACITY PLUS THEORY OF OPERATIONS AND DESIGN (PCT2023)	47
MOTOTRBO™ IP SITE CONNECT AND CAPACITY PLUS SYSTEMS WORKSHOP (PCT3014)	48



#### RADIO SOLUTIONS **MOTOTRBO™**

For information on prerequisites and to register for courses visit the LMS at: LEARNING.MOTOROLASOLUTIONS.COM

## MOTOTRBO™ TECHNICAL TRAINING CURRICULUM



PARTICIPANT SHOULD BE ABLE TO DESCRIBE THE KEY CHARACTERISTICS OF THE SYSTEM, DESCRIBE THE KEY CONFIGURATION ITEMS IN BOTH SUBSCRIBER AND REPEATERS, PROGRAM EFFECTIVE REPEATER AND SUBSCRIBER CODEPLUG TEMPLATES FOR THE SYSTEM, AND DESCRIBE THE APPLICABLE IP NETWORKING REQUIREMENTS WHEN DESIGNING A SYSTEM.

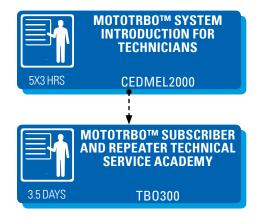
#### RADIO SOLUTIONS **MOTOTRBO™**

For information on prerequisites and to register for courses visit the LMS at: LEARNING.MOTOROLASOLUTIONS.COM

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43

## **MOTOTRBO™ TECHNICAL TRAINING CURRICULUM** FOR SUBSCRIBER/REPEATER MAINTENANCE TECHNICIAN



## **CURRICULUM COMPLETE**

PARTICIPANT WILL LEARN THE COMMON MOTOTRBO™ FEATURES AND CAPABILITIES TO DESIGN AND DEPLOY MOTOTRBO™ SYSTEMS. PARTICIPANT SHOULD BE ABLE TO COMPLETE PERFORMANCE CHECKS, RADIO ALIGNMENTS, DISASSEMBLY/REASSEMBLY, MAINTENANCE, AND TROUBLESHOOTING OF VARIOUS MOTOTRBO™ RADIO TYPES.

#### RADIO SOLUTIONS MOTOTRBO™

For information on prerequisites and to register for courses visit the LMS at: **LEARNING.MOTOROLASOLUTIONS.COM** 

For general information contact the North America Training Services Desk at: (800) 247-2346, option 4 or training.na@motorolasolutions.com



MOTOTRBO™ SYSTEM INTRODUCTION FOR TECHNICIANS

CEDMEL2000

#### **COURSE OVERVIEW**

This is an introductory course to the MOTOTRBO<sup>™</sup> system theory of operation, key components and topologies. MOTOTRBO<sup>™</sup> System Introduction for Technicians provides all the basic information about common MOTOTRBO<sup>™</sup> features and capabilities, along with system design and deploy principles.

#### **TARGET AUDIENCE**

Professionals responsible for selling, designing, configuring, deploying, or maintaining MOTOTRBO™ Digital Radio Systems.

#### **COURSE OBJECTIVES**

Upon completion of this course, you will be able to:

- Describe the different components available to build your MOTOTRBO™ system.
- Explain the MOTOTRBO™ Modes and Systems.
- Describe the various Data Applications' capabilities and everyday uses within the MOTOTRBO™ systems.
- Describe MOTOTRBO's Digital and Analog features.
- Explain system and channel capacity planning.
- Explain MOTOTRBO™ IP network design considerations.
- Describe organizational requirement and resources needed to design the fleetmap.
- Describe the use and purpose of various tools such as: Radio Management, Tuner, RDAC, Air Tracer, Site Survey and 3rd Party Application Tools.
- Navigate the main screens of the Customer Programming Software (CPS) needed to configure the radios and repeaters.

#### **REQUISITE KNOWLEDGE**

Completion of the following optional courses or equivalent knowledge:

- RDS0003 Basic Networking
- RDS0002 Basic RF
- RDS0004 Basic Radio
- AAE1402 Professional and Commercial Radios (PCR) Portfolio Overview

#### PREREQUISITES

None



#### **COURSE OVERVIEW**

The MOTOTRBO<sup>™</sup> Systems Applied Networking provides technicians with the necessary information required for understanding the typical networking requirements for implementing a variety or MOTOTRBO<sup>™</sup> solutions. The course includes familiarization/review of basic networking concepts and MOTOTRBO<sup>™</sup>-specific networking requirements. This course will focus on specific configurations for IP Site Connect, Linked Capacity Plus, and Connect Plus trunking systems.

#### TARGET AUDIENCE

Technical System Managers and Technicians

#### **COURSE OBJECTIVES**

After completing this course, the student will be able to:

- Recall Basic Networking Concepts
- Identify recommended network components for MOTOTRBO™ systems
- Define LAN/WAN topologies for MOTOTRBO™ systems
- Perform backup, restore and recovery of recommended network components
- Identify network security concepts for MOTOTRBO™ systems

#### **REQUISITE KNOWLEDGE**

Completion of the following course(s) or equivalent experience:

 NST762 Networking Essentials in Motorola Communication Systems

#### PREREQUISITES

None



#### **COURSE OVERVIEW**

This course is an introduction to MOTOTRBO's Radio Management (RM) 2.0 Template Mode software. You will learn how to install and use the enhancements of RM 2.0 Template Mode to program your fleet of radios.

#### TARGET AUDIENCE

This training is intended for individuals who are interested in learning MOTOTRBO's Radio Management (RM) 2.0 Template Mode software.

#### **COURSE OBJECTIVES**

Upon completion of this training, you will be able to:

- Describe MOTOTRBO™ Radio Management, its capabilities and functions.
- Set up Radio Management Template Mode.
- Manage your fleet using RM Template Mode.
- Manage the following functions:
  - Firmware
  - Language Packs
  - Voice Announcements
  - Text To Speech Packs
  - OTAP, Symmetric, RAS, & Privacy Keys
- Purchase and enable radio features using License Management.
- Create a group and assign radios.
- Sort groups.
- Search records.

#### **REQUISITE KNOWLEDGE**

None

#### PREREQUISITES

None

## RADIO SOLUTIONS MOTOTRBO™

For information on prerequisites and to register for courses visit the LMS at:  $\ensuremath{\textbf{LARNING.MOTOROLASOLUTIONS.COM}}$ 

For general information contact the North America Training Services help desk at: (800) 247-2346, option 4 or training.na@motorolasolutions.com



MOTOTRBO™ RADIO MANAGEMENT 2.0 CONFIGURATION MODE PCT1032

#### **COURSE OVERVIEW**

This self-paced course is a basic tutorial of Radio Management (RM) 2.0 Configuration Mode. A set of short videos present installation and deployment of RM components, explain the concepts of sets and configurations, and demonstrate the user how to navigate through RM Client views and functionalities. The course also covers migration from template to configuration mode, backup and restores procedures, as well as user and machine authorization. Completion of the final quiz is required to receive course credit.

#### **TARGET AUDIENCE**

Professionals responsible for configuring, deploying, or maintaining MOTOTRBO<sup>™</sup> radios and repeaters. This would include, but is not limited to: communication system technicians, technical support personnel, service technicians and radio programmers

#### **COURSE OBJECTIVES**

By the end of the course, you will be able to:

- Explain the purpose of that Radio Management Configuration (RM) Mode.
- Explain the concept of sets and configurations.
- Set-up Radio Management 2.0 for the first time.
- Name and navigate through major RM Client views.
- Perform basic RM Configuration Client operations: populate and manage radio database, edit sets and configurations, etc.
- Perform Server Utility operations.

#### **REQUISITE KNOWLEDGE**

None

#### PREREQUISITES

None



#### **COURSE OVERVIEW**

The MOTOTRBO<sup>™</sup> Radio Management 2.0 Workshop course provides technicians with the necessary information and practice to use the MOTOTRBO<sup>™</sup> Radio Management 2.0 programming tool effectively.

#### **TARGET AUDIENCE**

System Managers and Technicians

#### **COURSE OBJECTIVES**

By the end of the course, you will be able to:

- Deploy and use RM 2.0 in a variety of real-world scenarios.
- Create and maintain configurations for basic MOTOTRBO™ Configurations (Connect Plus and Capacity Max excluded).
- Utilize Wi-Fi programming within RM 2.0.
- Use the RM Import and Export feature for database population.
- Convert existing radio templates and codeplugs to RM 2.0 Configurations.
- License and activate Radio and Application features.
- Use advanced features such as Data Mining.
- Use RM 2.0 to ease mass-deployments of subscribers.

#### **REQUISITE KNOWLEDGE**

#### Networking Essentials or Network + Certification.

 A high-level working knowledge of IP networking is important.

#### **PREREQUISITES**

PCT1032 MOTOTRBO™ Radio Management 2.0 Configuration Mode



#### **COURSE OVERVIEW**

Participants will learn the capabilities, features and functions of the MOTOTRBO<sup>™</sup> family of radios and repeaters as well as how to correctly complete performance checks, radio alignments, disassembly/ reassembly, maintenance, and troubleshooting. This Academy will also focus on the detailed theory of operation. In addition to lecture, large amounts of hands on, scenario based lab work will be used to reinforce knowledge transfer. This Academy will cover in detail different models within the MOTOTRBO<sup>™</sup> family of radios and repeaters.

#### TARGET AUDIENCE

Radio Technicians

#### **COURSE OBJECTIVES**

After completing this course, the student will be able to:

- Distinguish between the features and specifications of the MOTOTRBO™ portable and mobile radios and repeaters
- Verify the correct operations of the MOTOTRBO™ radios and repeaters by completing Performance Checks and Alignment procedures
- Maintain and troubleshoot MOTOTRBO™ radios and repeaters
- Disassemble and reassemble the radios using the documented procedures

#### **REQUISITE KNOWLEDGE**

Completion of the following course(s) or equivalent experience:

 CEDMEL2000 Introduction to MOTOTRBO™ Systems for Technicians

#### PREREQUISITES

None

#### RADIO SOLUTIONS MOTOTRBO™

For information on prerequisites and to register for courses visit the LMS at: **LEARNING.MOTOROLASOLUTIONS.COM** 

For general information contact the North America Training Services Desk at: (800) 247-2346, option 4 or training.na@motorolasolutions.com



#### **COURSE OVERVIEW**

This self-study course is designed to help you learn the fundamentals of Capacity Max.

Whether you have a sales or technical background, this training will give you the information that you need to gain a basic understanding of Capacity Max. Begin by exploring the DMR standard and Capacity Max's positioning within the MOTOTRBO™ portfolio of systems.

Learn about the different hardware and software components that make up a Capacity Max system and gain an understanding of its logical and physical topology. Features, redundancy, design tools and warranty will also be addressed.

#### **TARGET AUDIENCE**

Professionals responsible for selling, designing, configuring, deploying, or maintaining MOTOTRBO<sup>™</sup> radio systems. This would include, but is not limited to: communication system technicians, technical system managers, technical support personnel, service technicians, and sales representatives.

#### **COURSE OBJECTIVES**

By the end of the course, you will be able to:

- Explain Digital Mobile Radio (DMR)
- Describe a basic Capacity Max system and where it fits in the MOTOTRBO™ Portfolio
- Describe the Capacity Max's system physical and logical topologies
- List the minimum hardware and software requirements for a Capacity Max system
- Distinguish the three different types of Capacity Max Operating Modes
- Identify the different features and license types available for a Capacity Max system

#### **REQUISITE KNOWLEDGE**

Basic Radio knowledge

#### PREREQUISITES

None



#### **COURSE OVERVIEW**

This foundational self-study course is designed to help you understand the theory of how a Capacity Max system functions. It describes the life cycle of a call, which includes: call initiation, call queuing, call grant or rejection, call transmission(s), and call termination. This knowledge is important for system troubleshooting and maintenance purposes.

\* This training is required prior to enrolling in the more advanced Capacity Max courses.

#### **TARGET AUDIENCE**

Professionals responsible for selling, designing, configuring, deploying, or maintaining MOTOTRBO™ radio systems. This would include, but is not limited to: communication system technicians, technical system managers, technical support personnel, service technicians, and sales representatives.

#### **COURSE OBJECTIVES**

Upon completion of this course, you will be able to describe and explain the functions of:

- Control Channel
- Roaming
- Radio Registration
- Call Request
- Call Setup
- Busy Queue
- Channel Allocation
- Call Termination

#### **REQUISITE KNOWLEDGE**

Basic Radio knowledge

#### PREREQUISITES

PCT1047 MOTOTRBO™ Capacity Max Technical Overview



#### **COURSE OVERVIEW**

MOTOTRBO<sup>™</sup> Capacity Max Design and Deploy begins by covering the design process for a Capacity Max Radio system. Participants will have the opportunity to practice designing and deploying a small scale, 2 Site/3 Channel, Capacity Max system in a safe classroom environment. This course will also cover how to configure Capacity Max using Radio Management 2.0 Configuration Mode.

#### TARGET AUDIENCE

This training is intended for professionals responsible for designing, configuring, or deploying MOTOTRBO<sup>™</sup> radio systems.

#### **COURSE OBJECTIVES**

Upon completion of this course, you will be able to:

- Design a simple a 1-System 2 Site/3 Channel Capacity Max system
- Calculate Capacity Max capacity and bandwidth using a Case Scenario and System Design tools.
- Using Radio Management Configuration Mode, configure your radios and infrastructure.
- Deploy a 1-System 2 Site/3 Channel Capacity Max system.
- Using System Advisor, learn the fundamentals of troubleshooting and -maintaining a Capacity Max system.
- Execute Radio Management database backup and restore.
- Describe how to optimize a Capacity Max system.

#### **REQUISITE KNOWLEDGE**

Completion of the following course(s) or equivalent experience:

- Understanding IP Network Addressing.
- Knowledge of RF Propagation modeling tools

#### PREREQUISITES

- PCT1032 MOTOTRBO™ Radio Management 2.0 Configuration Mode
- PCT1046 MOTOTRBO™ Capacity Max Theory of Operation
- PCT1047 MOTOTRBO™ Capacity Max Technical Overview

#### RADIO SOLUTIONS MOTOTRBO™

For information on prerequisites and to register for courses visit the LMS at: LEARNING.MOTOROLASOLUTIONS.COM

For general information contact the North America Training Services help desk at: (800) 247-2346, option 4 or training.na@motorolasolutions.com



#### **COURSE OVERVIEW**

This course is a step-by-step tutorial on how to navigate the MOTOTRBO™ Capacity Max System Advisor Application. Participants will learn how to identify, search, create, manage, and customize the application.

#### **TARGET AUDIENCE**

Professionals responsible for managing MOTOTRBO™ radio systems. This would include, but is not limited to: communication system technicians, technical system managers, technical support personnel, service technicians, and sales representatives.

#### **COURSE OBJECTIVES**

By the end of the course, you will be able to:

- Perform standard operations in the System Advisor.
- Navigate the System Advisor.
- Perform Network Database, Fault Management, and Performance Management tasks.

#### **REQUISITE KNOWLEDGE**

None

#### PREREQUISITES

None



#### **COURSE OVERVIEW**

This course is designed to help you understand the basics of a MOTOTRBO™ IP Site Connect and a MOTOTRBO™ Capacity Plus system. We'll begin by exploring their capabilities, features and positioning within the MOTOTRBO™ system solutions; then, you will learn about the different components and their general topology, ending with a brief discussion on services packages available.

Whether you have a sales or technical background, this training provides you with the basic information to begin understanding how these MOTOTRBO<sup>™</sup> systems operate, and prepares you to take the more advanced system courses.

#### **TARGET AUDIENCE**

Professionals responsible for selling, designing, configuring, deploying, or maintaining MOTOTRBO™ radio systems. This would include, but is not limited to: communication system technicians, technical system managers, technical support personnel, service technicians, and sales representatives.

#### **COURSE OBJECTIVES**

By the end of the course, you will be able to:

- Describe a MOTOTRBO™ IP Site Connect and Capacity Plus system.
- Explain the capabilities of the MOTOTRBO™ IP Site Connect and Capacity Plus system.
- Identify the MOTOTRBO™ IP Site Connect and Capacity Plus system components.
- Identify a MOTOTRBO™ IP Site Connect and Capacity Plus topology.
- Explain the difference in service plans between these systems..

#### **REQUISITE KNOWLEDGE**

Completion of the following course(s) or equivalent experience:

- Basic Radio knowledge
- CEDMEL2000 MOTOTRBO™ Systems Introduction for Technicians

#### PREREQUISITES

None



#### **COURSE OVERVIEW**

This course is designed to help you gain a solid foundation and understanding of the theory behind how an IPSC and Capacity Plus system functions. It describes the life cycle of a call, repeater arbitration and Motorola's proprietary Enhanced Channel Access (ECA) feature. In addition, you will learn about the different IPSC and Capacity Plus system design options, fleetmapping and the MOTORBO System Design Tool.

#### **TARGET AUDIENCE**

Professionals responsible for designing and deploying MOTOTRBO<sup>™</sup> radio systems. This would include, but is not limited to: design engineers, communication system technicians, technical system managers, technical support personnel, service technicians, and sales representatives.

#### **COURSE OBJECTIVES**

After completing this course, the student will be able to:

- Explain the call processing methods.
- Define repeater arbitration, Enhanced Channel Access (ECA) and All Start.
- List the considerations that must be taken into account when designing a MOTOTRBO™ IP Site Connect, Capacity Plus Single-Site or Capacity Plus Multi-Site system.
- Use the MOTOTRBO™ System Design Tool to size the system.
- Explain the purpose of Fleetmapping, how to conduct a fleetmap and its importance in system design.
- Illustrate possible system deployment topologies based on options selected.
- Describe the roaming process which helps to optimize User coverage.
- Describe Data capabilities.
- Understand the purpose and intent of voting repeaters and receivers.

#### **REQUISITE KNOWLEDGE**

- Basic Radio knowledge
- CEDMEL2000 MOTOTRBO™ Systems Introduction for Technicians
- PCT1066 MOTOTRBO™ IP Site Connect and Capacity Plus Technical Overview

PREREQUISITES None

#### RADIO SOLUTIONS **MOTOTRBO™**

For information on prerequisites and to register for courses visit the LMS at: **LEARNING.MOTOROLASOLUTIONS.COM** 



#### **COURSE OVERVIEW**

This course allows the participant to acquire in-depth hands-on experience in planning, configuring, and deploying the following MOTOTRBO™ systems: Digital Conventional, IP Site Connect, Capacity Plus Single and Multi-Site. Under the Instructor's guidance, participants will have the opportunity to practise designing and deploying the systems in a safe classroom environment. The course also provides information on the fleetmapping considerations together with exercises for each system type.

#### **TARGET AUDIENCE**

Professionals responsible for deploying MOTOTRBO™ radio systems.

#### **COURSE OBJECTIVES**

Upon completion of this course, the participant will be able to:

- Describe the MOTOTRBO™ IP Site Connect and Capacity Plus (Single and Multi-Site) systems, their capabilities, system components, and data application.
- Describe the MOTOTRBO™ IP Site Connect and Capacity Plus (Single and Multi-Site) theory of operation.
- Describe the available MOTOTRBO™ IP Site Connect and Capacity Plus (Single and Multi-Site) topologies.
- Take the steps needed to configure IP Site Connect and Capacity Plus (Single and Multi-Site) systems using MOTOTRBO™ CPS to program the subscribers and repeaters.

#### **REQUISITE KNOWLEDGE**

Basic Radio knowledge

#### **PREREQUISITES**

- CEDMEL2000 MOTOTRBO™ System Introduction for Technicians
- PCT1066 MOTOTRBO™ IP Site Connect and Capacity Plus Technical Overview
- PCT2023 MOTOTRBO™ IP Site Connect and Capacity Plus Theory of Operations and Design

# **SOFTWARE & APPLICATIONS**

WAVE™ CERTIFIED INTEGRATION ENGINEER (AST3001)	50
WAVE™ ASTRO® 25 INTEGRATION WORKSHOP (AST2039)	50
INTELLIGENT MIDDLEWARE 5.2 OPERATION AND ADMINISTRATION (BDS2025)	50



#### **SOFTWARE & APPLICATIONS**

For information on prerequisites and to register for courses visit the LMS at: LEARNING.MOTOROLASOLUTIONS.COM

For general information contact the North America Training Services help desk at: (800) 247-2346, option 4 or training.na@motorolasolutions.com



WAVE™ CERTIFIED INTEGRATION ENGINEER

AST3001

#### **COURSE OVERVIEW**

The WAVE™ Certified Integration Engineer course provides instruction in designing, integrating, and troubleshooting WAVE™ systems. It also provides the groundwork for a basic understanding of how WAVE™ delivers a Radio-over-IP solution. The training scope covers WAVE™ integration to MOTOTRBO™, ASTRO®, and DIMETRA systems.

#### **TARGET AUDIENCE**

Sales/Systems Engineers who will design and implement WAVE™ solutions.

#### **COURSE OBJECTIVES**

After completing this course, the student will be able to:

- Understand and identify WAVE<sup>™</sup> components.
- Install and configure the WAVE™ Management Server, Media Server, Proxy Server, Desktop Communicator, Advanced Desktop Communicator, and Mobile Communicators.
- Identify radio systems compatible with WAVE™ and list integration steps.
- Maintain and support a WAVE<sup>™</sup> domain.

#### **REQUISITE KNOWLEDGE**

General knowledge of IP Networking, IP Telephony, Server-class Operating Systems

#### **PREREQUISITES**

None



#### **COURSE OVERVIEW**

This workshop describes the components and settings required to configure shared talkgroups between ASTRO® 25 and WAVE™ 5000 networks using ISSI 8000. Beginning with installed ASTRO® and WAVE™ networks, the course covers the specific information required to map ASTRO® talkgroups to WAVE™ standard channels. Shared talkgroup operation is verified using ASTRO® and WAVE™ applications and tools.

#### **TARGET AUDIENCE**

Technical Support staff who configure, maintain, and troubleshoot WAVE™-to-ASTRO® integrated networks.

#### **COURSE OBJECTIVES**

After completing this course, the student will be able to:

- Describe WAVE™ TM to ASTRO® 25 integration.
- Document IP address plans for ASTRO® 25, WAVE™, ISSI and Internet connections.
- List ASTRO® 25 components for integration.
- Configure and verify ASTRO® 25 settings for WAVE™ integration.
- Configure and verify ISGW and ISSI Firewall settings.
- Configure WAVE™ standard channels, Radio System and WAVE™ Radio Gateway settings.
- · Verify and troubleshoot shared talkgroup operation.

#### **REQUISITE KNOWLEDGE**

Completion of the following courses or equivalent experience:

- AST3001 WAVE™ 5000 Certified Integration Engineer
- ACS71X103 ASTRO® 25 M-Core Workshop

#### **PREREQUISITES**

None



#### **COURSE OVERVIEW**

The purpose of this course is to provide the steps to operate and maintain a customer's IMW system within their Motorola system (ASTRO®, Dimetra, LTE).

#### **TARGET AUDIENCE**

Professionals responsible for the operation and maintenance of a customer's IMW system within their Motorola systems (ASTRO®, Dimetra, LTE).

#### **COURSE OBJECTIVES**

By the end of the course, you will be able to:

- Describe IMW features.
- Configure an IMW system.
- Identify the IMW tools to administer the system.
- Perform routine administration.
- · Perform troubleshooting.
- Understand system-specific considerations.

#### **REQUISITE KNOWLEDGE**

None

#### **PREREQUISITES**

None



## **CONTACT US**

## VISIT OUR LEARNING EDUCATION SERVICES WEBSITE:

#### MOTOROLASOLUTIONS.COM/LEARNING

Our website is your portal to find help to meet your organizational training needs. Keep up to date with the latest version of this catalog, our training schedule, or simply use the Contact Us function for additional questions or assistance.

Motorola Solutions, Inc. North America Training Services 1303 E. Algonquin Road - Door 50 Schaumburg, Illinois 60196 U.S.A. 800-247-2346



Motorola Solutions, Inc. 500 West Monroe Street, Chicago, II 60661 U.S.A. motorolasolutions.com

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## Exhibit C, Final Negotiated Technical Submittal Appendix C, Dedicated Contacts

	C	Dedicated Contacts	
	Contact Name	Contact Email	Contact Phone
Account Manager:	Dan Raup		
Service Manager:	Michelle Jordanel		
Support Number:	Dispatch Operations		

#### **IRAN FREE PROCUREMENT CERTIFICATION FORM**

#### (Pennsylvania's Procurement Code Sections 3501-3506, 62 Pa.C.S. §§ 3501-3506)

To be eligible for an award of a contract with a Commonwealth entity for goods or services worth at least \$1,000,000 or more, a vendor must either: a) certify it is <u>not</u> on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services ("DGS") pursuant to Section 3503 of the Procurement Code <u>and</u> is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e).

To comply with this requirement, please insert your vendor or financial institution name and complete <u>one</u> of the options below. Please note: Pennsylvania law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Section 3503 of the Procurement Code.)

#### **OPTION #1 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is <u>not</u> on the current list of persons engaged in investment activities in Iran created by DGS <u>and</u> is eligible to contract with the Commonwealth of Pennsylvania Sections 3501-3506 of the Procurement Code.

Vendor Name/Financial Institution (Printed)	
Motorola Solutions, Inc.	
Printed Name and Title of Person Signing	Date Executed
Michael Leonard, MSSSI Vice President	January 16, 2019

#### **OPTION #2 – EXEMPTION**

Pursuant to Procurement Code Section 3503(e), DGS may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to enter into a contract for goods and services.

If you have obtained a written exemption from the certification requirement, please fill out the information below, and attach the written documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (Printed)	
By (Authorized Signature)	
Printed Name and Title of Person Signing	Date Executed

## Exhibit C, Final Negotiated Technical Submittal <u>DOMESTIC WORKFORCE UTILIZATION CERTIFICATION</u>

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use the domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement Agreement will receive a correspondingly smaller score for this criterion. In order to be eligible for any consideration for this criterion, offerors must complete and sign the following certification. This certification will be included as a contractual obligation when the contract is executed. Failure to complete and sign this certification will result in no consideration being given to the offeror for this criterion.

I, <u>Michael Leonard, MSSSI Vice President</u> of <u>Motorola Solutions, Inc.</u> a <u>Delaware</u> corporation or other legal entity, ("Contractor") located at <u>500 West Monroe Street, Chicago, IL 60661</u>, having a Social Security or Federal Identification Number of <u>36-1115800</u>, do hereby certify and represent to the Commonwealth of Pennsylvania ("Commonwealth") (Check **one** of the boxes below):

All of the direct labor performed within the scope of services under the contract will be performed exclusively within the geographical boundaries of the United States or one of the following countries that is a party to the World Trade Organization Government Procurement Agreement: Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Chinese Taipei, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxemburg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and the United Kingdom

OR

**percent** (\_\_\_\_%) **[Contractor must specify the percentage]** of the direct labor performed within the scope of services under the contract will be performed within the geographical boundaries of the United States or within the geographical boundaries of one of the countries listed above that is a party to the World Trade Organization Government Procurement Agreement. Please identify the direct labor performed under the contract that will be performed outside the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement and identify the country where the direct labor will be performed:

[Use additional sheets if necessary]

The Department of General Services [or other purchasing agency] 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:

Signature/Date

Regan Baxter, Administrative Assistant Printed Name/Title Motorola Solutions, Inc. Corporate or Legal Entitys Name

Signature/Date

Michael Leonard, MSSSI Vice President Printed Name/Title



#### LOBBYING CERTIFICATION FORM

#### Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

http://www.whitehouse.gov/sites/default/files/omb/assets/omb/grants/sflllin.pdf

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

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

. ,			
SIGNATURE: _			
TITLE: Michael Leor	nard, MSSSI Vice President	DATE:	January 16, 2019

BOP-1307 Revised 11/7/2013

## **Trade Secret/Confidential Proprietary Information Notice**

Instructions:

The Commonwealth may not assert on behalf of a third party an exception to the public release of materials containing information believed to be exempt from public disclosure, including trade secrets or confidential proprietary information, unless the materials are accompanied, at the time they are submitted, by this form or a document containing similar information. In addition, in order to protect the safety and security of individuals, infrastructure, and information technology systems, the Commonwealth requires third parties to designate as confidential any information submitted by the third parties that, if disclosed, would be reasonably likely to jeopardize safety or security.

It is the responsibility of the party submitting this form to ensure that all statements and assertions made below are legally defensible and accurate. The Commonwealth will not provide a submitting party any advice with regard to Pennsylvania's *Right-to-Know Law*, 65 P.S. §§ 67.101–67.3104, or laws relating to trade secret or confidential proprietary information.

Name of submitting party:

**Contact information for submitting party:** 

**Please provide a brief overview of the materials that you are submitting** (e.g. bid proposal, quote, grant application, statement of work, technical schematics):

**Please provide a brief explanation of why the materials are being submitted to the Commonwealth** (e.g. response to bid, RFP or RFQ #12345, application for grant XYZ being offered by the Department of Health, documents required to be submitted under law ABC):

**Please indicate if any information has been included that you believe is exempt from public disclosure by checking the appropriate box below:** (*Note: Financial information submitted in response to an RFP or IFB to demonstrate economic capability is exempt from public disclosure in accordance with Section* 708(b)(26) *of the Right-to-Know Law*, 65 P.S. 67.708(b)(26)).

- □ No information has been included that I believe is exempt from public disclosure.
- Information has been included that I believe is exempt from public disclosure.

Please provide a list detailing which portions of the material being submitted you believe are exempt from public disclosure. This includes trade secret, confidential or proprietary information, or information that if disclosed would be reasonably likely to jeopardize the safety or security of an individual, infrastructure, or information technology system. Please provide an explanation of why you think those materials constitute a trade secret, confidential or proprietary information, or why disclosure of those materials would be reasonably likely to jeopardize safety or security. Also, please mark the submitted material in such a way to allow a reviewer to easily distinguish between the parts referenced below. (You may attach additional pages if needed)

**Note:** Without substantial justification, the following information will not be considered a trade secret or confidential proprietary information:

- Any information submitted as part of a vendor's cost response.
- Information submitted as part of a vendor's technical response or statement of work that does not implicate safety and security, or pertain to specific business practices or product specification.
- Information submitted as part of a vendor's technical or small diverse business and small business response that is otherwise publicly available or otherwise easily obtained.
- Information detailing the name, quantity, and price paid for any product or service being purchased by the Commonwealth.

Page Number Description

Explanation



### Acknowledgment

Signature

The undersigned party hereby agrees that it has read and completed this form, and has marked the material being submitted in accordance with the instructions above. The undersigned party acknowledges that the Commonwealth is not liable for the use or disclosure of trade secret, confidential or proprietary information, or information that if disclosed would be reasonably likely to jeopardize the safety or security of an individual, infrastructure or information technology system, where that data or information has not been clearly marked as such, and which was not accompanied by a specific explanation included with this form.

The undersigned agrees to defend any action seeking release of the materials it believes to be trade secret, confidential or proprietary, or would be reasonably likely to result in a safety or security risk if disclosed. The undersigned also agrees to indemnify and hold harmless the Commonwealth, its agents and employees, from any judgments awarded against the Commonwealth in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives so long as the Commonwealth has possession of the submitted material, and will apply to all costs unless and until the undersigned provides a written statement or similar notice to the Commonwealth stating that it no longer wishes to exempt the submitted material from public disclosure.

The undersigned acknowledges that the Commonwealth is required to keep all records for at least as long as specified in its published records retention schedule.

The undersigned acknowledges that the Commonwealth reserves the right to reject the undersigned's claim that the information is trade secret, confidential, proprietary or is reasonably likely to result in a safety or security risk if disclosed, if the Commonwealth determines that the undersigned has not met the burden of establishing that the information constitutes a trade secret, confidential, or is otherwise exempt. The undersigned also acknowledges that if only a certain part of the submitted material is found to constitute a trade secret, is confidential or propri is otherwise exempt, the remainder of the submitted material will become public; only the protected information will be removed and remain nonpublic.

If being submitted electronically, the undersigned agrees that the mark below is a valid electronic signature.

MSSSI Vice President February 7, 2019 Title Date

## **COSTARS PROGRAM ELECTION TO PARTICIPATE**

If awarded a Contract, our firm agrees to sell the awarded items/services at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to registered COSTARS Members who elect to participate in the contract. Our firm also agrees to pay the applicable Administrative Fee (\$1500, or \$500 for a Department of General Services Self-Certified Small Business, or \$166 for a Department of General Services-verified Small Diverse Business) at the beginning of each contract year and upon each contract renewal date.

If you are a Department of General Services Self-Certified Small Business or Department of General Services-verified Small Diverse Business, you must submit a copy of your active Small Business Contracting Program certificate with your bid response.

Motorola Solutions, Inc.

Cornorate or Legal Entity Name

Signature/Date

Michael Leonard, MSSSI Vice President Printed Name/Title

## Prerequisites

★ Required to Enter Bid

~

### 1 ★ Instructions To Supplier :

Responsibility to Review.

### Prerequisite Content: Responsibility to Review RFP

The Offeror acknowledges and accepts full responsibility to ensure that it has reviewed the most current content of the RFP including any amendments to the RFP.

Certification

I certify that I have read and agree to the terms above.

Supplier Must Also Upload a File:

No

## Questions

Group 1.3: Cost

★ Supplier Response Is Required

Questie	↔ Supplier Response	is Required
RFP Qu	lestions	
Group 1.1:	Technical Questions	
1.1.1	Please download, complete, and upload the attached Technical Submittal from Buyer Attachments.	*
	File Upload	
	01_1_1_MSI Technical Submittal_FINAL.pdf - ./SupplierAttachments/QuestionAttachments/01_1_1_MSI Technical Submittal_FINAL.pdf	
1.1.2	Any additional attachments in support of the technical submittal can be uploaded here. If multipare needed combine into a single document or create a .zip file combining the files into a single	ole files e .zip file.
	File Upload	
	01_1_2_MSI SUPPLIER ATTACHMENTS.zip - ./SupplierAttachments/QuestionAttachments/01_1_2_MSI SUPPLIER ATTACHMENTS.zip	
1.1.3	Please download, complete, and upload Appendix C, Dedicated Contacts from Buyer Attachm	ents.
	File Upload	
	MSI_01_1_3_Appendix C Dedicated Contacts.xlsx - ./SupplierAttachments/QuestionAttachments/MSI_01_1_3_Appendix C Dedicated Contacts.xls	SX
1.1.4	I have read and fully understand the attached Performance Standards.	*
	Yes/No	
	Yes	
1.1.5	This RFP is subject to the Information Technology Policies (ITPs) issued by the Office of Admi Office for Information Technology found at http://www.oa.pa.gov/Policies/Pages/itp.aspx. All pr must be submitted on the basis that all ITPs are applicable to this procurement. It is the response the Offeror to read and be familiar with the ITPs. Notwithstanding the foregoing, if the Offeror be that any ITP is not applicable to this procurement, it must list all such ITPs in its technical response explain why it believes the ITP is not applicable. The Issuing Office may, in its sole discretion, reject any request that an ITP not be considered to be applicable. The Offeror's failure to list a result in its waiving its right to do so later, unless the Issuing Office, in its sole discretion, deter- it would be in the best interest of the Commonwealth to waive the pertinent ITP.	roposals nsibility of oelieves onse, and accept or an ITP will
	Text (Multi-Line)	
	ITP-ACC001 : Motorola Solutions believes this is not applicable, as Motorola Solutions is provimaintenance services on existing equipment.	iding
Group 1.2:	Small Diverse Business and Small Business Participation	
1.2.1	Please download, complete, and upload the attached SDB/SB Submittal Form, listing of SDB/SB subcontractors, and Letters of Intent (LOI). If this solicitation includes multiple lots, please include a separate Small Diverse Business and Small Business Participation Submittal for each lot for which you are submitting a proposal or quote. All fields must be completed prior to submitting.	*
	File Upload	
	01_2_1_MSI_SDBSB Participation Submittals.zip - ./SupplierAttachments/QuestionAttachments/01_2_1_MSI_SDBSB Participation Submittals.zip	0
1.2.2	Attached is a Model Form of Small Diverse and Small Business Subcontractor Agreement.	
	File Upload	
	01_2_2_MSI Model Form of SDSDB Subcontractor Agreement.pdf - ./SupplierAttachments/QuestionAttachments/01_2_2_MSI Model Form of SDSDB Subcontract Agreement.pdf	tor
1.2.3	I have read and fully understand the Small and Small Diverse Business qualifications attached in question 1.2.1 above. Yes/No	*
	Yes	

1.3.1	Please use Appendix B, Cost Submittal from Buyer Attachments to submit your cost proposal for this procurement. Do not include any assumptions in your submittal. If you do, your proposal may be rejected.	k
	File Upload	
	01_3_1_MSI Appendix B Cost Submittal.zip/SupplierAttachments/QuestionAttachments/01_ Appendix B Cost Submittal.zip	<u>3_1_MSI</u>
Additio	onal Required Documentation	
Group 2.1	: Standard Forms	
2.1.1	Please download, sign, and attach the Iran Free Procurement Certification and Disclosure Form.	*
	File Upload	
	02_1_1_MSI Iran Free Procurement Certification Form ML.pdf - ./SupplierAttachments/QuestionAttachments/02_1_1_MSI Iran Free Procurement Certification ML.pdf	Form
2.1.2	Please download, sign and attach the Domestic Workforce Utilization Certification Form.	*
	02_1_2_MSI Domestic Workforce Utilization Certification Form ML.pdf - ./SupplierAttachments/QuestionAttachments/02_1_2_MSI Domestic Workforce Utilization Certi Form ML.pdf	fication
2.1.3	Complete and sign the attached Lobbying Certification and Disclosure form (only applicable when federal funds are being used in the amount of \$100,000 or more). File Upload	*
	02_1_3_MSI BOP-1307 LOBBYING CERTIFICATION FORM ML.pdf - ./SupplierAttachments/QuestionAttachments/02_1_3_MSI BOP-1307 LOBBYING CERTIFICAT FORM ML.pdf	ΓΙΟΝ
2.1.4	Please download, complete, and attach the Trade Secret/Confidential Proprietary Information Notice. File Upload	*
	02_1_4_MSI TradeSecret_ConfidentialPropertyInfoNotice ML.pdf - ./SupplierAttachments/QuestionAttachments/02_1_4_MSI TradeSecret_ConfidentialPropertyInt ML.pdf	foNotice
2.1.5	Any Offeror who determines that it must divulge trade secrets or confidential proprietary information	ation as
2.1.0	part of its proposal must submit a redacted version of its proposal, which removes only the conf proprietary information and trade secrets, for required public disclosure purposes.	fidential
2.1.0	part of its proposal must submit a redacted version of its proposal, which removes only the conf proprietary information and trade secrets, for required public disclosure purposes. File Upload	fidential
2.110	part of its proposal must submit a redacted version of its proposal, which removes only the conf proprietary information and trade secrets, for required public disclosure purposes.	fidential
2.1.6	part of its proposal must submit a redacted version of its proposal, which removes only the conf proprietary information and trade secrets, for required public disclosure purposes. File Upload	fidential
	part of its proposal must submit a redacted version of its proposal, which removes only the conf proprietary information and trade secrets, for required public disclosure purposes. File Upload No response. Please download, complete and upload the COSTARS Program Election to Participate Form only applica Offeror elects to permit COSTARS members to participate in the contract resulting from this RFP. □	fidential
	part of its proposal must submit a redacted version of its proposal, which removes only the conf proprietary information and trade secrets, for required public disclosure purposes. File Upload No response. Please download, complete and upload the COSTARS Program Election to Participate Form only applica	fidential
2.1.6	part of its proposal must submit a redacted version of its proposal, which removes only the conf proprietary information and trade secrets, for required public disclosure purposes. File Upload No response. Please download, complete and upload the COSTARS Program Election to Participate Form only applica Offeror elects to permit COSTARS members to participate in the contract resulting from this RFP. □ File Upload 02_1_6_MSI COSTARSProgramContractorElectiontoParticipate ML.pdf - ./SupplierAttachments/QuestionAttachments/02_1_6_MSI COSTARSProgramContractorElectiontoParticipate ML.pdf	fidential
2.1.6	part of its proposal must submit a redacted version of its proposal, which removes only the conf proprietary information and trade secrets, for required public disclosure purposes. File Upload No response. Please download, complete and upload the COSTARS Program Election to Participate Form only applica Offeror elects to permit COSTARS members to participate in the contract resulting from this RFP. □ File Upload 02_1_6_MSI COSTARSProgramContractorElectiontoParticipate ML.pdf - ./SupplierAttachments/QuestionAttachments/02_1_6_MSI COSTARSProgramContractorElectiontoParticipate ML.pdf <b>trems and Conditions</b> By submitting a proposal, the Offeror does so on the basis of the attached contract terms	fidential
2.1.6 Group 2.2	part of its proposal must submit a redacted version of its proposal, which removes only the conf proprietary information and trade secrets, for required public disclosure purposes. File Upload No response. Please download, complete and upload the COSTARS Program Election to Participate Form only applica Offeror elects to permit COSTARS members to participate in the contract resulting from this RFP. □ File Upload 02_1_6_MSI COSTARSProgramContractorElectiontoParticipate ML.pdf - ./SupplierAttachments/QuestionAttachments/02_1_6_MSI COSTARSProgramContractorElectiontoParticipate ML.pdf trems and Conditions By submitting a proposal, the Offeror does so on the basis of the attached contract terms	fidential able if the
2.1.6 Group 2.2	part of its proposal must submit a redacted version of its proposal, which removes only the conf proprietary information and trade secrets, for required public disclosure purposes. File Upload No response. Please download, complete and upload the COSTARS Program Election to Participate Form only applica Offeror elects to permit COSTARS members to participate in the contract resulting from this RFP. File Upload 02_1_6_MSI COSTARSProgramContractorElectiontoParticipate ML.pdf - ./SupplierAttachments/QuestionAttachments/02_1_6_MSI COSTARSProgramContractorElectiontoParticipate ML.pdf <b>trems and Conditions</b> By submitting a proposal, the Offeror does so on the basis of the attached contract terms and conditions contained in Buyer Attachments.	fidential able if the
2.1.6 Group 2.2 2.2.1	part of its proposal must submit a redacted version of its proposal, which removes only the conf proprietary information and trade secrets, for required public disclosure purposes. File Upload No response. Please download, complete and upload the COSTARS Program Election to Participate Form only applica Offeror elects to permit COSTARS members to participate in the contract resulting from this RFP. File Upload 02_1_6_MSI COSTARSProgramContractorElectiontoParticipate ML.pdf - ./SupplierAttachments/QuestionAttachments/02_1_6_MSI COSTARSProgramContractorElectiontoParticipate ML.pdf <b>trems and Conditions</b> By submitting a proposal, the Offeror does so on the basis of the attached contract terms and conditions contained in Buyer Attachments. Yes/No	fidential able if the
2.1.6 Group 2.2 2.2.1	part of its proposal must submit a redacted version of its proposal, which removes only the conf proprietary information and trade secrets, for required public disclosure purposes. File Upload No response. Please download, complete and upload the COSTARS Program Election to Participate Form only applica Offeror elects to permit COSTARS members to participate in the contract resulting from this RFP. File Upload 02_1_6_MSI COSTARSProgramContractorElectiontoParticipate ML.pdf - ./SupplierAttachments/QuestionAttachments/02_1_6_MSI COSTARSProgramContractorElectiontoParticipate ML.pdf <b>: Terms and Conditions</b> By submitting a proposal, the Offeror does so on the basis of the attached contract terms and conditions contained in Buyer Attachments. Yes/No Yes <b>: Offeror's Representation</b> By submitting a proposal, each Offeror understands, represents, and acknowledges the	fidential able if the

2.3.2

Yes	
By submitting a proposal, you represent that: (1) you are making a formal submittal in response to a procurement issued by the Commonwealth pursuant to the Procurement Code (62 Pa.C.S. Section 101 et seq.); (2) you are authorized to submit the information on behalf of the person or entity identified; (3) this electronic submittal is deemed signed by you and you are authorized to bind the person or entity identified to the terms of the solicitation and this submittal; and (4) all of the information submitted is true and correct to the best of your knowledge, information, and belief. Any false statements made by you in this submittal are subject to the penalties of 18 Pa.C.S. §4904 (relating to unsworn falsification to authorities).	*
Yes/No	
Yes	

#### INSTRUCTIONS

#### GENERAL INSTRUCTIONS FOR COMPLETING THIS WORKBOOK (Tab 1)

The Cost Submittal Worksheets contained in this workbook shall constitute the Cost Submittal.

#### COST SUBMITTAL OVERVIEW (Tab 2)

1. Select the Cost Submittal Overview Tab at the bottom of this page.

2. Complete the highlighted cells in the top portion of the form (all contact information).

3. This tab requires no entry of cost data. All data entered on the Cost Submittal Worksheet will automatically populate into the Cost Submittal Overview tab.

4. The Cost Submittal will be evaluated for the Inital Term of the Contract (2 years).

#### COST SUBMITTAL BREAKDOWN (Tab 3 through Tab 9)

1. Please review every tab in this cost submittal.

2. Cells that are highlighted in yellow must be filled in with a number in order to provide the service requested.

3. The Offeror must be able to provide a price in each cell. If the price is left blank, a zero dollar amount will be calculated.

4. Cell D22 on the Rate Card tab can be completed with a number between 0-10. An entry of "0" would mean the Offeror is willing to provide time and materials equipment/parts at a 0% markup. The maximum markup is 10% as stated in the RFP.

5. All tabs of the cost submittal will be evaluated EXCEPT the additional service tab. The additional service tab is to provide a cost amount for the future optional additional services, but will not be factored into the cost evaluation process.

\*\*Formulas are embedded within the worksheets, do not attempt to unlock cells. The estimates provided within this appendix are not a guarantee of service to be performed and/or payment under the contract resulting from this RFP.

#### Note:

Do not include any pricing data in any portion of the Technical Submittal. Pricing data is defined as any information related to, directly or indirectly, the Offeror's proposed charges for services and deliverables. Pricing data consists of, but is not limited to, costs, fees, prices, rates, bonuses, discounts, rebates, or the identification of free services, labor or materials.

The cost submittal must be submitted as presented by the Commonwealth and should not be altered in any way. Do not include any reiteration of the technical proposal in the cost submittal.

## SMALL DIVERSE BUSINESS AND SMALL BUSINESS PARTICIPATION SUBMITTAL

**A.** General Information. The Issuing Office encourages participation by Small Diverse Businesses (SDB) and Small Businesses (SB) as prime contractors and encourages all prime contractors to make significant commitments to use SDBs and SBs as subcontractors and suppliers.

A SB must meet each of the following requirements:

 $\Delta$  The business must be for-profit, United States business;

 $\Delta$  The business must be independently owned;

 $\Delta$  The business may not be dominant in its field of operation;

 $\Delta$  The business may not employ more than 100 full-time or full-time equivalent employees;

 $\Delta$  The business may not exceed an average of \$38.5 million in gross annual revenues over the preceding three years.

For credit in the RFP scoring process, a SB must complete the Department of General Services (DGS)/Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO) self-certification process. Additional information on this process can be found here: <u>Small Business Self-Certification</u>.

A SDB is a DGS-verified minority-owned small business, woman-owned small business, veteran-owned small business, service-disabled veteran-owned small business, LGBT-owned small business, Disability-owned small business, or other small businesses as approved by DGS, that are owned and controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages.

For credit in the RFP scoring process, a SDB must complete the DGS verification process. Additional information on this process can be found here: <u>Small Diverse Business Verification.</u>

An Offeror that qualifies as a SDB or SB and submits a proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Offerors. A SDB or SB may be included as a subcontractor with as many prime contractors as it chooses in separate proposals.

The Department's directory of self-certified SBs and DGS/BDISBO-verified SDBs can be accessed here: Find Small and Small Diverse Businesses.

**B. SDB and SB Participation Evaluation**. BDISBO has established the minimum evaluation weight for the SDB and SB Participation criterion for this RFP as 20% of the total points.

1) The SDB and SB point allocation is based entirely on the percentage of the contract cost committed to SDB and SB participation. If the proposer is a SDB, 100% of the contract cost is allocated to SDB participation. If the proposer is a SB, 100% of the

contract cost is allocated to SB participation.

- 2) A total combined SDB/SB commitment less than one percent (1%) of the total contract cost is considered de minimis and will receive no SDB or SB points.
- **3)** Based on a maximum total of 200 available points for the SDB/SB Participation Submittal, the scoring mechanism is as follows:

# **SDB and SB Raw Score** = 200 (SDB% + (1/3 \* SB %))

4) The SDB and SB Raw Score is capped at 200.

The Offeror with the highest raw score will receive 200 points. Each Offeror's raw score will be pro-rated against the Highest Offeror's raw score by applying the formula set forth here: <u>RFP Scoring Formula.</u>

5) The Offeror's prior performance in meeting its contractual obligations, SDBs and SBs will be considered by BDISBO during the scoring process. To the extent the Offeror has failed to meet prior contractual commitments, BDISBO may recommend to the Issuing Office that the Offeror be determined non-responsible for the the limited purpose of eligibility to receive SDB and SB points.

Questions regarding the SDB and SB Programs, including questions about the selfcertification and verification processes can be directed to:

Department of General Services Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO) Room 601, North Office Building Harrisburg, PA 17125 Phone: (717) 783-3119 Fax: (717) 787-7052 Email: RA-BDISBOVerification@pa.gov Website: www.dgs.pa.gov

C. SDB/SB Participation Submittal. All Offerors are required to submit the attached SDB/SB Participation Submittal Form in its entirety and related Letter(s) of Intent. To receive points for SDB or SB participation commitments, the SDB or SB must be listed in the Department's directory of self-certified SBs and DGS/BDISBO-verified SDBs as of the proposal due date and time. BDISBO reserves the right to adjust overall SDB or SB commitments to correctly align with the SDB or SB status of a prime contractor or subcontractor as of the solicitation due date and time, and also to reflect the correct sum of individual subcontracting commitments listed within the Letters of Intent.

If there are multiple Letters of Intent, please combine them into one document and upload them with your response. The Letter(s) of Intent must be signed by both the Offeror and the SDB

or SB for each of the identified SDB or SB subcontractors. Please use the attached Letter of Intent template and include all highlighted information.

Each SDB or SB commitment credited by BDISBO along with the overall percentage of SDB and SB commitments will become contractual obligations of the selected Offeror.

Offerors will not receive credit for any commitments for which information as above is not included in the SDB/SB Participation Submittal. Offerors will not receive credit for stating that they will find a SDB or SB after the contract is awarded.

Equal employment opportunity and contract compliance statements referring to company equal employment opportunity policies or past contract compliance practices do not constitute proof of SDB and/or SB Status or entitle an Offeror to receive credit for SDB or SBparticipation.

# D. Contract Requirements.

All contracts containing SDB and SB Participation must contain the following contract provisions to be maintained through the initial contract term and any subsequent options or renewals:

1. Each SDB and SB commitment which was credited by BDISBO and the total percentage of such SDB and SB commitments made at the time of proposal submittal, BAFO, or contract negotiations, as applicable, become contractual obligations of the selected Offeror upon execution of its contract with the Commonwealth.

**2**. For purposes of monitoring compliance with the selected Offeror's SDB or SB commitments, the contract cost is the total amount paid to the selected Offeror throughout the initial contract term.

**3.** All SDB and SB subcontractors credited by BDISBO must perform at least 50% of the work subcontracted to them.

4. The individual percentage commitments made to SDBs and SBs cannot be altered without written approval from BDISBO.

5. SDB and SB commitments must be maintained in the event the contract is assigned to another prime contractor.

6. The selected Offeror and each SDB and SB for which a commitment was credited by BDISBO must submit a final, definitive subcontract agreement signed by the selected Offeror and the SDB and/or SB to BDISBO within 30 days of the final execution date of the Commonwealth contract. A Model Subcontract Agreement which may be used to satisfy this requirement is provided as an attachment – Model Form of Small Diverse and Small Business Subcontract Agreement. The subcontract must contain:

a) The specific work, supplies or services the SDB and/or SB will perform; location for work performed; how the work, supplies or services relate to the project; and the specific timeframe during the initial term and any extensions, options and renewals of the prime contract when the work, supplies or services will be provided or performed.

- **b)** The fixed percentage commitment and associated estimated dollar value that each SDB and/or SB will receive based on the final negotiated cost for the initial term of the prime contract.
- c) Payment terms indicating that the SDB and/or SB will be paid for work satisfactorily completed within 14 days of the selected Offeror's receipt of payment from the Commonwealth for such work.
- **d)** Commercially reasonable terms for the applicable business/industry that are no less favorable than the terms of the selected Offeror's contract with the Commonwealth and that do not place disproportionate risk on the SDB and/or SB relative to the nature and level of the SDB's and/or SB's participation in the project.

7. If the subcontract terms omit any of the information required in paragraph 6, and that information is otherwise reflected within the selected Offeror's SDB and SB Participation Submittal or LOI, that information is incorporated into the subcontract agreement.
To the extent that any subcontract terms conflict with the requirements of paragraph 6 or information contained within the selected Offeror's SDB and SB Participation Submittal or LOI, the order of precedence is as follows: 1) the requirements of paragraph 6, 2) the selected Offeror's SDB and SB Participation Submittal, and 3) the terms of the subcontract agreement.

**8.** If the selected Offeror and a SDB or SB credited by BDISBO cannot agree upon a definitive subcontract within 30 days of the final execution date of the Commonwealth contract, the selected Offeror must notify BDISBO.

**9.** The Selected Offeror shall complete the Prime Contractor's Quarterly Utilization Report and submit it to the contracting officer of the Issuing Office and BDISBO within ten (10) business days at the end of each quarter of the contract term and any subsequent options or renewals. This information will be used to track and confirm the actual dollar amount paid to SDB and SB subcontractors and suppliers and will serve as a record of fulfillment of the the contractual commitment. If there was no activity during the quarter, the form must be completed by stating "No activity in this quarter." A late fee of \$100.00 per day may be assessed against the Selected Offeror if the Utilization Report is not submitted in accordance with the schedule above.

**10.** The Selected Offeror shall notify the Contracting Officer of the Issuing Office and BDISBO when circumstances arise that may negatively impact the selected Offeror's ability to comply with SDB and/or SB commitments and to provide a corrective action plan. Disputes will be decided by the Issuing Office and DGS.

**11**. If the Selected Offeror fails to satisfy its SDB and/or SB commitment(s), it may be subject to a range of sanctions BDISBO deems appropriate. Such sanctions include, but are not limited to, one or more of the following: a determination that the selected Offeror is not responsible under the Contractor Responsibility Program; withholding of payments;

suspension or termination of the contract together with consequential damages; revocation of the selected Offeror's SDB and/or SB status; and/or suspension or debarment from future contracting opportunities with the Commonwealth.

SMALL DIVERSE BUSINESS (SDB) AND SMALL BUSINESS (SB) PARTICIPATION SUBMITTAL			
Project Description:	Radio Maintenance & Related Service	'S	
RFP #:	6100046406		
Proposal Due Date:	1/16/2019		
1 Toposul Duc Ducci	1110/2017		
Commonwealth Agency Name:	Department of General Services		
C	OFFEROR (Prime Contractor) INF	ORMATION	
Offeror Company's Name:	MOTOROLA SOLUTIONS, INC.		
Ofference Constant Newson	Milalteral	Email: michael.leonard@motorolasolutions.com	
Offeror Contact Name:	Michael Leonard	Email: michaelleonara@motorolasolations.com	
Title:	MSSSI Vice President	Phone: 1(410)7124818	
Is your firm a DGS-Verified Sn	nall Diverse Business?	NO • Verif Exp:	
Is your firm a DGS-Self-Certified Small Business? NO • Cert Exp: To confirm your company's SDB/SB status and expiration, please click or use the following link: http://www.dgs.pa.gov/Businesses/Small Diverse Business Program/Small-Diverse-Business-Verification/Pages/Finding-Small- Diverse-Businesses.aspx#.WVPvzp3D-			
	SUBCONTRACTING INFORM	ATION	
Percentage Commitment for SDB and SB Subcontracting Participation Commitment percentages will automatically calculate in the SDB/SB fields below after you have completed the SDB and SB Subcontractor Listing on the "Listing" tab.			
After examination of the contract documents, which are made a part hereof as if fully set forth herein, the Offeror commits to the following percentages of the total contract cost for Small Diverse Business and Small Business subcontracting participation. Small Diverse Business Subcontracting percentage commitment:			
<b>3.130%</b> Small Business Subcontracting percentage commitment:			
<b>0.000%</b> Revised 01-16-2018			

# SMALL DIVERSE BUSINESS (SDB) AND SMALL BUSINESS (SB) PARTICIPATION SUBMITTAL

## Listing SDB and SB Subcontractors

The Offeror must list in the chart below the SDBs and SBs that will be used to meet the percentage commitments provided above, along with the requested information about each SDB and SB Subcontractor. Include as many pages as necessary. Offerors must also include a Letter of Intent (LOI) for each SDB/SB listed. To receive points for SDB or SB participation commitments, the SDB or SB must be listed in the Department's directory of self-certified SBs and DGS/BDISBO-verified SDBs as of the proposal due date. The directory of self-certified SBs and DGS/BDISBO-verified SDBs can be accessed at the following link:

http://www.dgs.pa.gov/Businesses/Small Diverse Business Program/Small-Diverse-Business-Verification/Pages/Finding-Small-Diverse-Businesses.aspx#.WVPvzp3D-

SDB/SB name, percent commitment to SDB/SB, and estimated \$ value of commitment will automatically populate in the LOI tabs.

Offeror Company's Name:	MOTOROLA SOLUTIONS, INC.					
SDB/SB Subcontractor Name	SDB or SB	Primary Contact Name	Description of Services or Supplies to be Provided	% of Total Contract Cost Committed	Estimated \$ Value of Commitment for Initial Contract Term	Will SDB/SB b used for Option Renewals? (YES/NO)
K & C COMMUNICATIONS	SDB •	KAREN CORCORAN	Vehicle Services in support of the Commonwealth of PA Radio Maintenance & Related Services Contract.	3.130%	\$1,632,299.00	YES
	•					
	•					
	•					
	•					
	•					
	•					
	•					
Total SDB % Commitment: Total SB % Commitment:	3.130% 0.000%		Page 7 of 19		·	Revised 01-16-2018

5/1/2019				
4120 SWATA	MUNICATIONS ARA DRIVE RG, PENNSYLVANIA 17113 n.com	Offeror: RFP:	MOTOROLA SOLUTIONS, INC. 6100046406	
This letter ser	ves as confirmation of the intent of	of this offeror to utilize	<b>K &amp; C COMMUNICATIONS</b>	
	referenced RFP issued by		tment of General Services	
during the init contract exerce <i>From the Effe</i> <i>year renewals</i> Identify the sp	tial term of the prime contract and eised by the Commonwealth, as m <i>active Date of the Contract, throug</i> s. becific work, goods or services the	l during any extensions, o ore specifically set forth <i>gh the initial 2 year perio</i> e SDB/SB will perform b	d  or any of the three  (3)  optional one  (1)	
contract. Dep		t pricing and actual contr	<ul><li>t submittal for the initial term of the ract usage or volume, it is expected</li><li>during the initial contract term.</li></ul>	
	*		ll diverse business requirements set e Offeror for its SDB/SB submission.	
on this projec	ard to the opportunity to serve t. If you have any questions conce be to contact me at the number bel	erning our small business	l Services or small diverse business commitment,	
Sincerely,		Acknowled	ged,	
X		X		
Michael Leon	ard	KAREN CO	ORCORAN	
MSSSI Vice I		President		
MOTOROLA	SOLUTIONS, INC.	K & C CON	MMUNICATIONS Revised 01-16-	2018
			1001300 01-10-	2010

5/1/2019		
KAREN CORCORAN	Offeror:	MOTOROLA SOLUTIONS, INC.
President	RFP:	6100046406
K & C COMMUNICATIONS		
4120 SWATARA DRIVE		
HARRISBURG, PENNSYLVANIA 17113		
karen@kccom.com		
717-561-0800		
Dear: KAREN CORCORAN		
This letter serves as contirmation of the intent of this on the above-referenced RFP issued by		K & C COMMUNICATIONS tment of General Services
If Offeror is the successful vendor, the referenced SD during the initial term of the prime contract and durin contract exercised by the Commonwealth, as more sp From the Effective Date of the Contract, through the year renewals.	g any extension ecifically set for	s, options or renewal periods of the prime th below:
Identify the specific work, goods or services the SDB Vehicle Services in support of the Commonwealth of J		
These services represent 3.130% of the total cost in contract. Dependent on final negotiated contract prici that above-referenced SDB/SB will receive an estimat	ng and actual co	ontract usage or volume, it is expected
The above-referenced SDB/SB represents that it meet forth in the RFP and all required documentation has b		
We look forward to the opportunity to serve <b>Depart</b> on this project. If you have any questions concerning commitment, please feel free to contact me at the num	our small busin	
Sincerely.	Acknowled	iged.
		ALC: N
X	X	
Michael Leonard		ORCORAN
MSSSI Vice Presiden	President	
MOTOROLA SOLUTIONS, INC.	K & C CO	MMUNICATIONS Revised 01-16-201
the second se		Nerisea 01-10-201

# Exhibit E\_Final Negotiated SDBSB Submittal NOTICE OF SMALL BUSINESS SELF-CERTIFICATION AND SMALL DIVERSE BUSINESS VERIFICATION

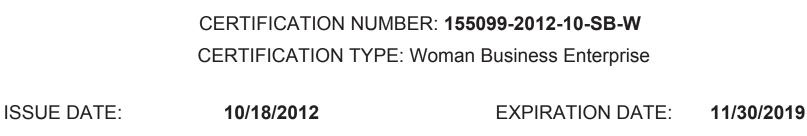


The Department is pleased to announce that

# **K & C COMMUNICATIONS**

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

BUSINESS TYPE(s): Information Technology



RECERTIFIED DATE: 11/2/2017

V

Kerry L. Kirkland, Deputy Secretary Diversity, Inclusion, and Small Business Opportunities

#### MODEL FORM OF SMALL DIVERSE AND SMALL BUSINESS SUBCONTRACTOR AGREEMENT

This Subcontractor Agreement ("Subcontract") is made effective as of <u>T.B.D.</u>, 20\_, by and between <u>MOTOROLA SOLUTIONS, INC.</u>, ("Contractor") and <u>K&C</u> <u>COMMUNICATIONS, INC.</u>,

a Small Diverse Business or Small Business ("Subcontractor") (collectively referred to as the "Parties").

#### RECITALS

Contractor has entered into a contract dated <u>T.B.D.</u> (the "Prime Contract") with the Department of <u>GENERAL SERVICES</u> of the Commonwealth of Pennsylvania ("Commonwealth"). Under the Prime Contract, Contractor has agreed to provide certain supplies, services or construction ("Services") to the Commonwealth.

In connection with the Procurement leading to the Prime Contract, Contractor and Subcontractor entered into a letter agreement dated <u>MAY 1<sup>st</sup></u>, 2019 ("Letter of Intent") whereby the Contractor committed a certain percentage of work ("Small Diverse Business or Small Business Commitment") under the Prime Contract to the Subcontractor.

As contemplated by the Letter of Intent and in accordance with the provisions of the Procurement and Prime Contract, the Parties have agreed to enter into this Subcontract to fulfill the Small Diverse Business or Small Business Commitment expressed in the Letter of Intent and as required by the Prime Contract.

#### DEFINITIONS

The following words and terms when used in this Subcontract shall have the following meanings:

Bureau – The Department's Bureau of Diversity, Inclusion and Small Business Opportunities.

*Contracting Officer* – The person authorized to administer and make written determinations for the Commonwealth with respect to the Prime Contract.

Department – The Department of General Services of the Commonwealth of Pennsylvania.

*Issuing Office* – The department, board, commission or other agency of the Commonwealth of Pennsylvania that issued the Procurement.

*Procurement* – The Invitation for Bids, Request for Quotes, Request for Proposals or other solicitation and all associated final procurement documentation issued by the Commonwealth to obtain proposals from firms for award of the Prime Contract.

*Small Business* – A business in the United States which is independently owned, not dominant in its field of operation, employs no more than 100 full-time or full-time equivalent employees, and earns less than \$7 million in gross annual revenues for building design, \$20 million in gross annual revenues for sales and services and \$25 million in gross annual revenues for those businesses in the information technology sales or service business.

*Small Diverse Business* – A Department-verified minority-owned small business, woman-owned small business, veteran-owned small business, service-disabled veteran-owned small business, LGBT-owned small business, or disability-owned small business.

#### AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. <u>Subcontractor Representations</u>. Subcontractor represents and warrants to Contractor as follows:

(a) Subcontractor is self-certified as a Small Business in accordance with the requirements and procedures established by the Bureau of Diversity, Inclusion and Small Business Opportunities; [Subcontractor is also verified as a Small Diverse Business by the Bureau of Diversity, Inclusion and Small Business Opportunities in accordance with the requirements and procedures established by the Bureau;]

(b) Subcontractor possesses the necessary knowledge, experience, expertise, capital, resources and personnel required to perform the Services it will provide under this Subcontract;

(c) Subcontractor (i) is duly organized, validly existing and in good standing under the laws of its state of incorporation or organization, (ii) has the power and authority to own its properties and to carry on business as now being conducted, and (iii) has the power to execute and deliver this Subcontract;

(d) The execution and performance by Subcontractor of the terms and provisions of this Subcontract have been duly authorized by all requisite action, and neither the execution nor the performance of this Subcontract by Subcontractor will violate any provision of law, any order of any court or other agency of government, the organizational documents of Subcontractor or any indenture, agreement or other instrument to which Subcontractor is a party, or by which Subcontractor is bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under, or except as may be provided by this Subcontract, result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Subcontractor pursuant to, any such indenture agreement or instrument;

(e) Subcontractor has obtained all licenses, permits and approvals required to perform the Services it will provide under this Subcontract; and

(f) Subcontractor is not under suspension or debarment by the Commonwealth or any other governmental entity, instrumentality or authority.

2. <u>Contractor Representations</u>. Contractor represents and warrants to Subcontractor as follows:

(a) Contractor (i) is duly organized, validly existing and in good standing under the laws of its state of incorporation or organization, (ii) has the power and authority to own its properties and to carry on business as now being conducted, and (iii) has the power to execute and deliver this Subcontract;

(b) The execution and performance by Contractor of the terms and provisions of this Subcontract by Contractor have been duly authorized by all requisite action, and neither the execution nor the performance of this Subcontract will violate any provision of law, any order of any court or other agency of government, the organizational documents of Contractor or any indenture, agreement or other instrument to which Contractor is a party, or by which Contractor is bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under, or except as may be provided by this Subcontract, result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Contractor pursuant to, any such indenture agreement or instrument;

(c) Contractor has obtained all licenses, permits and approvals required to perform the Services to be provided by Contractor under the Prime Contract; and

(d) Contractor is not under suspension or debarment by the Commonwealth or any other governmental entity, instrumentality or authority.

3. <u>Relationship of the Parties</u>. The provisions of this Subcontract are not intended to create, nor shall be deemed or construed to create, any joint venture, partnership or other relationship between Contractor and Subcontractor, other than that of independent entities contracting with each other solely for the purpose of carrying out the provisions of this Subcontract. Neither of the Parties to this Subcontract, nor any of their respective employees, agents, or other representatives, shall be construed to be the agent, employee or representative of the other party. Neither party shall have the authority to bind the other party, nor shall a party be responsible for the acts or omissions of the other party, unless otherwise stated in this Subcontract. Similarly, the Parties expressly acknowledge that neither the Contractor nor the Subcontractor is an agent, employee or representative of the Commonwealth and each party covenants not to represent itself accordingly.

## 4. <u>Prime Contract Flow-Down</u>.

(a) General. This agreement is a subcontract under the Prime Contract and all provisions of the Prime Contract and any amendments thereto applicable to the Services being performed by the Subcontractor shall extend to and be binding upon the Parties as part of this Subcontract.

(b)

Specific. The Parties agree to comply with the following provisions of the Prime Contract, which are incorporated herein by reference:

- (1) The Americans with Disabilities Act Provisions.
- (2) Nondiscrimination/Sexual Harassment Clause.
- (3) Contractor Integrity Provisions.
- (4) Contractor Responsibility Provisions.

(c) Termination. Should the Prime Contract be terminated pursuant to the terms and conditions provided in the Procurement, such termination shall have the same effect on this Subcontract. Payment for Services provided as of the date of termination must be made in accordance with the Section 13 of this Subcontract.

(d)

Audit Provisions. 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 Parties to the extent that the books, documents, and records relate to the Parties' compliance with the provisions set forth in subsection (b) above or to the Small Diverse Business or Small Business Commitment effectuated through this Subcontract. The Parties shall preserve such books, documents, and records for a period of three years from the date of final payment hereunder. The Parties shall give full and free access to all such records to the Commonwealth and/or its authorized representatives.

5. Order of Precedence. The Letter of Intent, Procurement and Prime Contract are incorporated herein by reference into this Subcontract. In the event of any conflict or inconsistency among the individual components of this Subcontract, such conflict or inconsistency shall be resolved by observing the following order of precedence:

- (a) This Subcontract;
- (b) The Letter of Intent;
- (c) The Prime Contract; and
- (d) The Procurement.

6. Further Action. The Parties shall take such actions and complete, execute and deliver any and all documents or instruments necessary to carry out the terms and provisions of this Subcontract, to effectuate the purpose of this Subcontract, and to fulfill the obligations of each party hereunder.

Description of Services. Subcontractor will perform the following Services for the 7. Contractor which Contractor is obligated to provide to the Commonwealth under the Prime Contract:

[DESCRIBE IN DETAIL THE SPECIFIC SUPPLIES, SERVICES OR CONSTRUCTION THE SUBCONTRACTOR WILL PROVIDE OR PERFORM]

<u>Vehicle Services in support of the Commonwealth of PA Radio Maintenance & Related</u> ServicesContract.

8. <u>Small Diverse Business or Small Business Commitment</u>. The above-referenced Services represent <u>3.13</u> % of the final negotiated total cost for the initial term of the Prime Contract. Any proposed change to the Small Diverse Business or Small Business Commitment must be submitted in writing to the Bureau which will make a recommendation to the Commonwealth Contracting Officer regarding a course of action.

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9. Performance of Services. Subcontractor may not subcontract more than 50% of the work subcontracted to it hereunder without written permission from the Bureau. Subcontractor will perform the Services strictly in accordance with any applicable plans and specifications as contained in the Prime Contract and the reasonable deadlines set by Contractor in view of the requirements of the Prime Contract, and in a good workmanlike manner consistent with industry standards, meeting all applicable local, state and federal laws, regulations and policies.

10. Location of Services. Subcontractor will provide the Services at the following address(es): <u>4120 SWATARA DRIVE, HARRISBURG, 17113 AND/OR T.B.D.</u> CUSTOMERFIELDLOCATIONS\_

11. <u>Timeframe for Performance of Services</u>. The Services will be provided by Subcontractor during the initial term of the Prime Contract, and during any extensions, options or renewal periods of the Prime Contract exercised by the Commonwealth, as more specifically set forth below:

[IDENTIFY THE SPECIFIC TIME PERIODS DURING THE INITIAL CONTRACT TERM AND EXTENSIONS, OPTIONS AND RENEWALS WHEN THE SUBCONTRACTOR WILL PERFORM COMPONENT SERVICES]

<u>From th</u>	<i>ie Effective Date of i</i>	<u>the Contract, thre</u>	ough the initial	<u>2 year period or </u>	any of the three
<u>(3)</u>	optional	one	(1)	year	renewals.
	-			·	
					· · · · · · · · · · · · · · · · · · ·

12. <u>Pricing of Services</u>. Subcontractor shall provide or perform the Services at the pricing specified in Exhibit <u>T.B.D.</u> to this Subcontract. [ATTACH A BILL OF MATERIALS, RATE CARD OR OTHER APPROPRIATE COST SHEET COVERING THE SERVICES TO BE PROVIDED.]

13. <u>Payment for Services</u>. Contractor shall exert reasonable and diligent efforts to collect prompt payment from the Commonwealth. Contractor shall pay Subcontractor in proportion to amounts received from the Commonwealth which are attributable to the Services performed by Subcontractor. Contractor shall pay Subcontractor within fourteen (14) days after the Contractor receives such payment from the Commonwealth, unless the parties expressly agree upon a different payment schedule or structure as set forth below: <u>INSERT T.B.D. PAYMENT SCHEDULE</u>

14. <u>Utilization Reports.</u> Both the Contractor and Subcontractor shall complete Quarterly Utilization Reports (or similar type documents containing the same information) and submit them to the Contracting Officer and to the Bureau within ten (10) business days at the end of each quarter. This information will be used to determine the actual dollar amount paid to Subcontractor and will also serve as a record of fulfillment of Contractor's Small Diverse Business and Small Business Commitments. If there was no activity during the quarter, then the form must be completed by stating "No activity in this quarter." A late fee of \$100.00 per day may be assessed against the Contractor if its Utilization Report is not submitted in accordance with the schedule above.

15. <u>Change Orders</u>. If the Commonwealth issues any change order or other formal contract instrument either expanding or limiting the work to be performed under the Prime Contract, the Parties shall accept such Change Orders. Contractor agrees to provide Subcontractor with written notice of any such change orders that affect the Services to be provided by the Subcontractor hereunder as soon as practical after Contractor receives such notice. Any resulting increase or decrease in the Services, Small Diverse Business or Small Business Commitment provided for in Paragraphs 7 or 8 above must be in writing, mutually agreed to, and signed by both Parties and communicated to the Bureau. If the Parties are unable to reach an agreement regarding any adjustment to the Services, Small Diverse Business or Small Business Commitment necessitated by a Commonwealth Change Order, the Parties must submit the matter in writing to the Bureau which will make a recommendation to the Contracting Officer regarding a course of action.

16. <u>Force Majeure</u>. Neither party will incur any liability to the other if its performance of any obligation under this Subcontract 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 are not 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, epidemic and quarantines, general strikes throughout the trade, and freight embargoes. The existence of such causes beyond a party's control shall extend the period for performance to such extent as may be necessary to enable complete performance in the exercise of reasonable diligence after the causes have been removed.

17. <u>Dispute Resolution</u>.

(a) The Parties will attempt to resolve any dispute arising out of or relating to this Subcontract through friendly negotiations.

(1) The Parties expressly acknowledge and confer upon the Bureau and Contracting Officer the authority to adjudicate disputes that the Parties cannot resolve amicably concerning the Parties' compliance with their Small Diverse Business and Small Business Commitments as provided in the Prime Contract and this Subcontract.

(2) The Bureau may recommend to the Contracting Officer a range of sanctions it deems appropriate if the Bureau determines a party has failed to satisfy or perform its Small Diverse Business or Small Business commitment. Such sanctions include, but are not limited to, one or more of the following: a determination that the party is not responsible under the Contractor Responsibility Program; withholding of Prime Contract and/or Subcontract payments; suspension or termination of the Prime Contract and/or Subcontract together with consequential damages; revocation of the party's Small Business self-certification status and/or Small Diverse Business verification status; and/or suspension or debarment of one or both parties from future contracting opportunities with the Commonwealth.

(3) The Parties' acknowledge that their prior performance in meeting their Small Diverse Businesses and Small Businesses contractual obligations will be considered by the Bureau during future procurement scoring processes. To the extent a party has failed to meet prior contractual commitments, the Bureau may recommend to the Issuing Office that the party be determined non-responsible for the limited purpose of eligibility to receive SDB/SB points or consideration as a qualified Small Diverse Business or Small Business.

(b) Nothing herein shall be construed to prevent either party from seeking such relief as provided by law in a court or tribunal of competent jurisdiction.

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

If to Contractor:

MOTOROLA SOLUTIONS, INC.
ATTN: MICHAEL LEONARD
509 PINACLE DRIVE, SUITE G
LINTHICUM HEIGHTS, MD

If to Subcontractor:

K & C COMMUNICATIONS, INC.
ATTN: KAREN CORCORAN
4120 SWATARA DR
HARRISBURG, PA 17113

19. <u>Waiver</u>. No waiver by either party of any breach of this Subcontract shall be deemed to waive any other breach. No acceptance of payment or performance after any breach shall be deemed a waiver of any breach. No failure or delay to exercise any right by a party upon another's default shall prevent that party from later exercising that right, nor shall such failure or delay operate as a waiver of any default.

20. <u>Severability</u>. If any provision of this Subcontract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Subcontract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

21. <u>Assignment</u>. Neither party may assign or transfer this Subcontract without the prior written consent of the Commonwealth. If Contractor's Prime Contract with the Commonwealth is assigned to another contractor, the new contractor must maintain the Small Diverse Business and Small Business Commitment set forth in the Prime Contract as implemented through this Subcontract.

22. <u>Applicable Law</u>. This Subcontract shall be governed by the laws of the Commonwealth of Pennsylvania.

23. <u>Entire Agreement</u>. This Subcontract constitutes the entire agreement of the Parties regarding the subject of this Subcontract as of the date of execution. No other agreement or understandings, verbal or written, expressed or implied, are a part of this Subcontract unless specified herein.

24. <u>Amendment</u>. This Subcontract may be modified or amended only if made in writing and signed by both Parties. Any proposed change to the Contractor's Small Diverse Business or Small Business Commitment to Subcontractor must be submitted in writing to the Bureau which will make a recommendation to the Contracting Officer regarding a course of action.

25. <u>Binding Effect</u>. This Subcontract shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, representatives, successors and assigns.

26. <u>Counterparts</u>. This Subcontract may be executed by the Parties in counterparts, each of which together shall be deemed an original but all of which together shall constitute one and the same instrument. A party's delivery of a duly executed signature page of this Subcontract in electronic format shall have the same force and effect as delivery of an original signature page.

#### ADDITIONAL TERMS AND CONDITIONS

[THE PARTIES MAY INCLUDE ADDITIONAL TERMS AND CONDITIONS APPROPRIATE FOR THE SERVICES TO BE PROVIDED SO LONG AS THEY ARE COMMERCIALLY REASONABLE TERMS FOR THE APPLICABLE BUSINESS OR INDUSTRY, ARE NO LESS FAVORABLE THAN THE TERMS OF THE PRIME CONTRACT, AND DO NOT PLACE DISPROPORTIONATE RISK ON THE SMALL DIVERSE BUSINESS OR SMALL BUSINESS RELATIVE TO THE NATURE AND LEVEL OF THE SMALL DIVERSE BUSINESS' OR SMALL BUSINESS' PARTICIPATION IN THE PROJECT. SUCH TERMS MAY INCLUDE:

Background Checks Confidentiality/Disclosure of Information Data Security Insurance Invoicing Requirements Environmental Protection Intellectual Property Rights Record Retention/Audits Service Level Agreements (SLAs) (consistent with Prime Contract SLAs) Public Works Construction Requirements (including Bonding, E-Verify, Prevailing Wage, and Prompt Payment provisions)

**IN WITNESS WHEREOF**, the Parties hereto have caused this Subcontract to be executed by their duly authorized officers as set forth below.

Contractor	Subcontractor	
Motorola Solutions, Inc.	K&C Communications, Inc.	
By: Signature	By:Signature	
Printed Name	Printed Name	
Title	Title	
Date	Date	