Overview for Contract 5850-04

Prior to utilizing a contract, the user should read the contract in it's entirety.

DESCRIPTION

► This contract covers the requirements of Commonwealth Agencies to procure IT Hardware which includes servers, data storage, and server/storage hardware.

CONTRACT INFO

Contract Number, Title & Collective Number	CN0006714 -- 5850-04
Number of Suppliers	Eight (8) Suppliers
Validity Period	July 12, 2004 through July 12, 2006 with two(2) one-year renewals
DGS Point of Contact	Ray Jaime, Commodity Specialist
Contact Phone #	Phone: (717) 346-3827
Email	rjaime@state.pa.us

PRICING HIGHLIGHTS

This is a multiple award contract; as such, each supplier shall provide a current manufacturer's price list.

PROCESS TO PURCHASE

► All agencies will process their Purchase Orders through SAP
All suppliers have agreed to participate in the COSTARS Program for eligible Local Public Procurement Units
Contact Information for all suppliers can be located in the Header Text of each individual Outline Agreement in SAP.

Sun Microsystems 4600009006	Hewlett Packard 4600007950
EMC Corporation 4600007958	Hitachi Data Systems 4600007860
Dell Marketing, LP 4600007810	Unisys Corporation 4600007709
IBM Corporation 4600007442	Pierson Consulting Company 4600007440

IBM is the primary vendor and has first right on all requests. Office of Administration approval is required not to utilize IBM.

Revised Exhibit A

SPECIAL TERMS AND CONDITIONS

These SPECIAL TERMS AND CONDITIONS shall be a part of the Contract For The Supply And Delivery of IT Hardware (Servers and Data Storage) between the **Commonwealth of Pennsylvania**, acting through the Department of General Services ("DGS") and **IBM Corporation** ("the Contractor").

1. CONTRACT SCOPE/OVERVIEW:

This Contract, Legacy No. 5850-04/CN00006714, (identified here and in other documents as the "Contract") will cover the requirements of Commonwealth agencies for the procurement of certain IT Hardware. For the purposes of this Contract, "IT Hardware" includes: Lot 1 – Servers (Servers and all component and peripheral items, including racks, operating system software, and operating system upgrades, necessary to provide a complete functional system) and Lot 2 Data Storage (NAS, DAS, Tape Drives and all associated components, system software and related upgrades), racks and peripherals necessary to provide a complete functional system. For equipment purchased under this contract, optional Installation / Operational Readiness Services, for which an individual project-specific Scope of Work and pricing will be submitted, may be included.

DGS has or will, in addition to this Contract, award multiple award contracts to the other contractors whose proposals are determined to be the most advantageous to the Commonwealth for Lots 1 and 2 for the manufacturers' lines they offer after taking into consideration all of the evaluation factors set forth in the RFP. Commonwealth executive and independent agencies shall procure their requirements for IT Hardware- Lot 1 Servers and Lot 2 Data Storage in accordance with the terms and conditions of this Best Value Contract award, unless they satisfactorily justify to the DGS Contracting Officer the need for IT Hardware – Lot 1 Servers and Lot 2 Data Storage from one of the other multiple award contractors. The DGS Contracting Officer, shall in his sole discretion, determine whether procurement from another multiple award contractor has been justified by an agency.

2. CONTRACT TERM: The term of this Contract will commence on 1 July 2004 and will have an initial term of two years. The Effective Date shall be fixed by the Issuing Officer after the contract has been fully executed by the awarded contractor and by CWOPA and all approvals required by CWOPA have been obtained. The procurement of all IT Hardware, regardless of when the equipment was added to the Contract, will expire at the end of the contract period. The expiration date of this contract is 1 July 2006. Leases which were established while the Contract was valid will continue until the end of the lease period.

3. CONTRACT RENEWALS: There will be options to renew for two additional one year renewals. In deciding whether to renew, CWOPA will review the Contractor's past performance under the Contract. Pricing for each one (1) year renewal option will be determined through contract negotiations. If prices cannot be successfully negotiated, CWOPA will not renew the contract. If the contract is renewed, the Terms and Conditions shall remain the same.

4. OPTION TO EXTEND: The Department of General Services reserves the right, upon notice to Contractor, to extend the Contract or any part of the Contract up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in contract coverage and only for the time necessary, up to three (3) months, to enter into a new contract.

5. SERVICES TO BE PROVIDED UNDER THIS CONTRACT:

A. Implementation Process: Within two days after the Effective Date of this Contract, a joint implementation team will be formed between Contractor and the DGS. This team will prepare a customized implementation timetable and the objectives to be accomplished through the Contract. All tasks will be assigned due dates. The team will review these tasks weekly for updates and status until the implementation process is complete. The team will remain in place for at least ninety (90) days after the roll out date to monitor and ensure the program's success. Contractor and DGS shall perform the tasks assigned to them by the due dates established by the timetable.

B. Quarterly or Semi-Annual Program Review/Reporting: Contractor may provide reports to DGS at the end of each calendar quarter of the contract term. The reports may include:

- Performance data
- Usage data
- Reporting processes
- Process improvements and cost saving opportunities
- Recap current year's accomplishments
- Set goals for following year
- Other areas as necessary

C. On-Line Reporting: The Contractor will work with CWOPA to develop web based, customizable, on-demand reports.

D. IBM Additional Offering to the RFP requirements;

- IBM will assign a Client IT Architect (CITA) to this project. The CITA will participate with CWOPA in the development of an overall storage strategy.
- IBM will provide, configure, and maintain a server to run the IBM Director systems management software that will monitor and collect "predictive" alerts from servers (PFAs).
- IBM will provide 100 licenses of IBM Director Service Plus Pack at no charge, for installation on servers procured under this contract or as otherwise agreed upon between the Commonwealth and IBM. Director Service Plus Pack includes the Software Rejuvenation module, Capacity Manager, Rack Manager, System Availability graphical viewing tool and ActivePCI Manager.
- IBM will conduct server consolidation/best practices analysis for agencies with 50 or more servers.

E. Service Line Items Available;

- **Delivery**
- **Installation**
- **Asset Tagging**
- **Hard Drive Removal – No Cost**
- **De-installation**

6. COSTARS (Cooperative Sourcing to Achieve Reductions in Spend) Program:

Act 57 of May 15, 1998, as amended, permits local public procurement units to participate in those contracts for supplies, services, or construction entered into by the Department of General Services that are made available to local public procurement units. A "local public procurement unit" is defined as: any political subdivision; public authority; educational, health, or other institution; and to the extent provided by law, any other entity, including a council of governments or an area government; nonprofit fire, rescue or ambulance company; and any nonprofit corporation operating a charitable hospital. Local public procurement units, which elect to participate in the contract, will order items directly from Contractor and will be responsible for payment directly to Contractor.

Those local public procurement units listed above which issue orders under the contract are intended beneficiaries under the contract and are real parties in interest with the right to sue and be sued without joining the Commonwealth of Pennsylvania, Department of General Services as a party.

Contractor is required to participate in the Commonwealth's COSTARS Program and sell the awarded items at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to those political subdivisions, public authorities and local public procurement units that are registered with the Department of General Services and elect to participate in the contract through the COSTARS program. A list of these registered entities will be supplied to Contractor at the commencement of this contract. All updates will be coordinated between Contractor and Susan Plecker, COSTARS Systems Coordinator. No other entities may purchase from this Contract, unless registered with Department of General Services.

Contractor shall furnish to the DGS COSTARS Division an electronic monthly usage report, preferably in spreadsheet format no later than the 15th of the following month. Reports shall be e-mailed to splecker@state.pa.us, as well as tnoss@state.pa.us. Each report may indicate the name and address of Contractor, contract number, and period covered by the report. The following information may be listed on the report for each order received:

- Item No. (If applicable)
- Material Code (If applicable)
- Description
- Quantity
- Unit Price
- Total Price
- Local Public Procurement Unit

Questions regarding the COSTARS program from Contractor and/or Local Public Procurement Units should be directed to Susan Plecker, COSTARS Systems Coordinator at 717-787-1105 or 1-866-768-7827.

7. **CATALOGS:** Contractor shall be required to create a website for the Commonwealth which is programmed with only the IBM Intel based xSeries Servers and FAStT storage hardware covered in this Contract at the prices negotiated with the Commonwealth through the RFP process. This website will be available for punchout from the Commonwealth's SAP system via the creation of an interface. The following fields, at a minimum, must be available to be pulled back into the Commonwealth's SAP system from the website: Item Description, Item Part Number, Quantity, Unit of Measure, Unit Price, Extended Price.

8. **CONTRACT PRICING:** Contractor will utilize a discount off published list price approach to pricing by applying a 33% percent discount to the U.S. published list price of their xSeries Intel Server hardware product line and a 50% percent discount to the U.S. published list price of their FAStT Data Storage hardware product line. The following additional Server lines and storage products are available on this contract at the discounts indicated;

IBM pSeries Servers (UNIX)

Entry Servers e.g. 7029, 7311	10% Discount
Midrange Servers e.g. 7028, 7038	15% Discount
High End Servers e.g. 7040 Series	30% Discount
Peripherals e.g. 7315, 7316, 7014	15% Discount
AIX OS and SW Maintenance	17% Discount

Other AIX and System Software	27% Discount

IBM Mid-Range Servers (iSeries – formerly called AS/400)

iSeries e.g. 7029, 7311	17% Discount
iSeries Systems Software	17% Discount

IBM Mainframe Servers (zSeries)

zSeries Servers and related software will be individually configured and priced

Additional IBM Storage Products

ESS Advanced Software	2240-xxx	31% Discount
ESS – Entry Level	2105-750	48% Discount
Entry Level Virtual Tape Subsystem	3494-B10	25% Discount
Entry Level LTO Tape and Libraries	3580/3581/3582	25% Discount
Optical Jukebox	3995	35% Discount
SAN File System	4146-T30	35% Discount
Storage Virtualization Controller	4145-4F2	45% Discount
Servicepac Warranty Upgrades		33% Discount

IBM Point of Sale Servers and Components

Point of Sale Hardware (minimum discount)	30% Discount

IBM Post-Warranty Maintenance Service

Specific scope of work for Readiness Services	As Quoted

This exhibit may be updated as needed by the Contracting Officer to reflect new or additional products and/or discount levels. Prices for future replacement products, net of discount, may be equal to or less than the net prices calculated using current list prices and the discounts above. Future discount percentages may vary as list prices are lowered or new products are announced, as long as the net purchase price to the Commonwealth is not greater than the prices originally bid.

Web based configuration, ordering, invoicing and SAP punchout will not be provided for products other than the IBM xSeries Intel Servers and FAStT storage hardware. Product configuration, quotations and ordering for pSeries, iSeries, zSeries and other complex products will be jointly developed by IBM and the ordering agency, and IBM will provide the Commonwealth with electronic copies of final configurations to simplify order entry and tracking.

9. LIQUIDATED DAMAGES: Response time monetary damages will not apply to any incident where service requests are placed for machines that are not experiencing any component or system outage. Service requests that are placed automatically or by the Commonwealth and/or its contractors to proactively service Commonwealth machines purchased or leased under this Contract will not be subject to service level damages or the service windows established under this Contract for system failures.

10. MINIMUM ORDER: There is no minimum order for shipments qualifying for F.O.B. delivered prices.

11. DISADVANTAGED BUSINESS UTILIZATION: Any utilization by Contractor of its designated MBE/WBE/EZ partners to provide services during the period following the approval of the emergency procurement, but prior to the Effective Date will be included in Contractor's MBE/WBE/EZ utilization totals for this Contract.

12. KEY PERSONNEL: The key personnel identified below shall be assigned to administer this Contract on behalf of the Contractor. These persons shall not be removed from this assignment in the absence of death, retirement, resignation or termination from the Contractor or other unavoidable circumstance. All replacements and additions to key personnel assigned to administer this Contract shall be subject to the written approval of DGS, which approval shall not be unreasonably withheld.

Rick Capen Ph: 717-610-2048 Email: rfcapen@us.ibm.com
Vendor# 02380-003

15. **CONTRACTING OFFICER:** The Contracting Officer for this Contract is:

Charles S. Young
chayoung@state.pa.us

Bureau of Purchases	**or**	**Bureau of Purchases**
P.O. Box 8365		**414 North Office Building**
Harrisburg, PA 17105-8365		**Harrisburg, PA 17125**

Contractor shall direct all notices or inquiries to the Contracting Officer.

Exhibit A

SPECIAL TERMS AND CONDITIONS

These SPECIAL TERMS AND CONDITIONS shall be a part of the Contract For The Supply And Delivery of IT Hardware (Lot 3 – Servers/Storage Furniture) between the **Commonwealth of Pennsylvania**, acting through the Department of General Services ("DGS") and Pierson Consulting Company Incorporated ("the Contractor").

1. CONTRACT SCOPE/OVERVIEW:

This Contract, Legacy No. 5850-04/CN00006714, (identified here and in other documents as the "Contract") will cover the requirements of Commonwealth agencies for the procurement of certain IT Hardware. For the purpose of this Contract, "IT Hardware" includes: Lot 3 – Server/Storage Furniture and all associated components necessary to a complete system and /or available within the PCCI product lines).

2. CONTRACT TERM: The term of this Contract will commence on 1 July 2004 and will have an initial term of two years. The Effective Date shall be fixed by the Issuing Officer after the contract has been fully executed by the awarded contractor and by CWOPA and all approvals required by CWOPA have been obtained. The procurement of all IT Hardware, regardless of when the equipment was added to the Contract, will expire at the end of the contract period. The expiration date of the contract is 1 July 2006. Leases which were established while the Contract was valid will continue until the end of the lease period.

3. CONTRACT RENEWALS: There will be options to renew for two additional one year renewals. In deciding whether to renew, CWOPA will review the Contractor's past performance under the Contract. Pricing for each one (1) year renewal option will be determined through contract negotiations. If prices cannot be successfully negotiated, CWOPA will not renew the contract. If the contract is renewed, the Terms and Conditions shall remain the same.

4. OPTION TO EXTEND: The Department of General Services reserves the right, upon notice to Contractor, to extend the Contract or any part of the Contract up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in contract coverage and only for the time necessary, up to three (3) months, to enter into a new contract.

5. SERVICES TO BE PROVIDED UNDER THIS CONTRACT:

A. Implementation Process: Within two days after the Effective Date of this Contract, a joint implementation team will be formed between Contractor and the DGS. This team will prepare a customized implementation timetable and the objectives to be accomplished through the Contract. All tasks will be assigned due dates. The team will review these tasks weekly for updates and status until the implementation process is complete. The team will remain in place for at least ninety (90) days after the roll out date to monitor and ensure the program's success. Contractor and DGS shall perform the tasks assigned to them by the due dates established by the timetable.

B. Quarterly or Semi-Annual Program Review/Reporting: Contractor may provide reports to DGS at the end of each calendar quarter of the contract term. The reports may include:

- Performance data
- Usage data
- Reporting processes

- Process improvements and cost saving opportunities
- Recap current year's accomplishments
- Set goals for following year
- Other areas as necessary

C. On-Line Reporting: The Contractor will work with CWOPA to develop web based, customizable, on-demand reports.

6. COSTARS (Cooperative Sourcing to Achieve Reductions in Spend) Program:

Act 57 of May 15, 1998, as amended, permits local public procurement units to participate in those contracts for supplies, services, or construction entered into by the Department of General Services that are made available to local public procurement units. A "local public procurement unit" is defined as: any political subdivision; public authority; educational, health, or other institution; and to the extent provided by law, any other entity, including a council of governments or an area government; nonprofit fire, rescue or ambulance company; and any nonprofit corporation operating a charitable hospital. Local public procurement units, which elect to participate in the contract, will order items directly from Contractor and will be responsible for payment directly to Contractor.

Those local public procurement units listed above which issue orders under the contract are intended beneficiaries under the contract and are real parties in interest with the right to sue and be sued without joining the Commonwealth of Pennsylvania, Department of General Services as a party.

Contractor is required to participate in the Commonwealth's COSTARS Program and sell the awarded items at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to those political subdivisions, public authorities and local public procurement units that are registered with the Department of General Services and elect to participate in the contract through the COSTARS program. A list of these registered entities will be supplied to Contractor at the commencement of this contract. All updates will be coordinated between Contractor and Susan Plecker, COSTARS Systems Coordinator. No other entities may purchase from this Contract, unless registered with Department of General Services.

Contractor shall furnish to the DGS COSTARS Division an electronic monthly usage report, preferably in spreadsheet format no later than the 15th of the following month. Reports shall be e-mailed to splecker@state.pa.us, as well as tnoss@state.pa.us. Each report may indicate the name and address of Contractor, contract number, and period covered by the report. The following information may be listed on the report for each order received:

- Item No. (If applicable)
- Material Code (If applicable)
- Description
- Quantity
- Unit Price
- Total Price
- Local Public Procurement Unit

Questions regarding the COSTARS program from Contractor and/or Local Public Procurement Units should be directed to Susan Plecker, COSTARS Systems Coordinator at 717-787-1105 or 1-866-768-7827.

7. CATALOGS: Contractor shall be required to create a website for the Commonwealth which is programmed with only the IT Hardware covered in this Contract at the prices negotiated with the Commonwealth through the RFP process. This contract does not require an SAP punch catalog.

8. **CONTRACT PRICING:** **PCCI** will utilize a discount off published list price approach to pricing by applying the following percentage discounts to the U.S. published list price of the Server/Storage Furniture product lines listed below;

a. American Power Conversion 17%
b. Chatsworth Products Ins. 20%
c. Liebert 30%
d. Rittal 15%
e. Middle Atlantic Products 35%
f. Prices and Discounts for Services; The appropriate manufacturers discount off of list shown above, applies to each of the below prices for services:
(List prices)
Delivery: $135
Installation: $400
Asset tagging: $24
Deinstallation: $500
Warranty: $250

Additional manufacturer lines may be added to this contract subject to approval by DGS and negotiation of discount.

9. **SERVICE DEFINITIONS:**

a. Delivery includes inside delivery of a single cabinet/rack and its contents to any location within the Commonwealth.

b. Installation of Furniture includes removing the equipment from the box, setting it up in its ultimate destination, configure a single, fixed shelf at the height specified by the client and install a door lock. Leveling feet will be adjusted to level the cabinet. Installation does not include placing the hardware on the cabinet/rack. Installation of additional options will be provided as ancillary services.

c. Asset tagging includes installation of a single asset tag on the exterior of the cabinet/rack in a location specified by the client. Additional asset tags for interior equipment are ancillary services.

d. Deinstallation includes the deinstallation of a single cabinet/rack from a location, including unbolting of joined cabinets, removal of the cabinet/rack from the location and return of the unit to the leasing company or recycling of the unit. Deinstallation does not include removal of any hardware, cabling or electrical wiring from the cabinet. This service can be provided as an ancillary service.

e. Warranty includes next business day warranty service on a single cabinet, including its shelf, door lock and levelers. Warranty on additional optional equipment is considered ancillary services and is available.

10. **MINIMUM ORDER:** There is no minimum order for shipments qualifying for F.O.B. delivered prices.

11. **DISADVANTAGED BUSINESS UTILIZATION**: Any utilization by Contractor of its designated MBE/WBE/EZ partners to provide services during the period following the approval of the emergency procurement, but prior to the Effective Date will be included in Contractor's MBE/WBE/EZ utilization totals for this Contract.

12. **PERFORMANCE BOND:** No performance bond is required for this contract.

13. **KEY PERSONNEL:** The key personnel identified below shall be assigned to administer this Contract on behalf of the Contractor. These persons shall not be removed from this assignment in the absence of death, retirement, resignation or termination from the Contractor or other unavoidable circumstance. All replacements and additions to key personnel assigned to administer this Contract shall be subject to the written approval of DGS, which approval shall not be unreasonably withheld.

Debra A. Pierson **President** **Ph: 717-796-0493 Fax: 717-796-0692**
eMail: dpierson@piersoncci.com

Vendor# 154433-000

14. **CONTRACTING OFFICER:** The Contracting Officer for this Contract is:

Charles S. Young
chayoung@state.pa.us

Bureau of Purchases	**or**	**Bureau of Purchases**
P.O. Box 8365		**414 North Office Building**
Harrisburg, PA 17105-8365		**Harrisburg, PA 17125**

Contractor shall direct all notices or inquiries to the Contracting Officer.

Exhibit A

<u>SPECIAL TERMS AND CONDITIONS</u>

These SPECIAL TERMS AND CONDITIONS shall be a part of the Contract For The Supply And Delivery of IT Hardware (Servers and Data Storage) between the **Commonwealth of Pennsylvania**, acting through the Department of General Services ("DGS") and **Storage Technology Corporation** ("the Contractor").

1. <u>CONTRACT SCOPE/OVERVIEW:</u>

This Contract, Legacy No. 5850-04/CN00006714, (identified here and in other documents as the "Contract") will cover the requirements of Commonwealth agencies for the procurement of certain IT Hardware. For the purposes of this Contract, "IT Hardware" includes: Lot 2 Data Storage (NAS, DAS, Tape Drives and all associated components, system software and related upgrades), racks and peripherals necessary to provide a complete functional system. For equipment purchased under this contract, optional Installation / Operational Readiness Services, for which an individual project-specific Scope of Work and pricing will be submitted, may be included.

DGS has or will, in addition to this Contract, award multiple award contracts to the other contractors whose proposals are determined to be the most advantageous to the Commonwealth for Lots 1 and 2 for the manufacturers' lines they offer after taking into consideration all of the evaluation factors set forth in the RFP. Commonwealth executive and independent agencies (Does not apply to COSTARS participants) shall procure their requirements for IT Hardware- Lot 2 Data Storage from IBM, in accordance with the terms and conditions of the "Best Value" Contract award, unless they satisfactorily justify to the DGS Contracting Officer the need for IT Hardware – Lot 2 Data Storage from one of the "Secondary" award contractors. The DGS Contracting Officer, shall in his sole discretion, determine whether procurement from another multiple award contractor has been justified by an agency.

2. <u>CONTRACT TERM:</u> The term of this Contract will commence on 17 September 2004 and will have an initial term of two years. The procurement of all IT Hardware, regardless of when the equipment was added to the Contract, will expire at the end of the contract period. Leases which were established while the Contract was valid will continue until the end of the lease period.

3. <u>CONTRACT RENEWALS:</u> There will be options to renew for two additional one year renewals. In deciding whether to renew, CWOPA will review the Contractor's past performance under the Contract. Pricing for each one (1) year renewal option will be determined through contract negotiations. If prices cannot be successfully negotiated, CWOPA will not renew the contract. If the contract is renewed, the Terms and Conditions shall remain the same.

4. <u>OPTION TO EXTEND</u>: The Department of General Services reserves the right, upon notice to Contractor, to extend the Contract or any part of the Contract up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in contract coverage and only for the time necessary, up to three (3) months, to enter into a new contract.

5. <u>SERVICES TO BE PROVIDED UNDER THIS CONTRACT:</u>

A. Quarterly or Semi-Annual Program Review/Reporting: Contractor must provide reports to DGS at the end of each calendar quarter of the contract term. The reports must include:

- Performance data

- Usage data
- Reporting processes
- Process improvements and cost saving opportunities
- Recap current year's accomplishments
- Set goals for following year
- Other areas as necessary

B. Service Line Items Available;

- **Delivery**
- **Installation**
- **Asset Tagging**
- **Hard Drive Removal – No Cost**
- **De-installation**

6. COSTARS (Cooperative Sourcing to Achieve Reductions in Spend) Program:

Act 57 of May 15, 1998, as amended, permits local public procurement units to participate in those contracts for supplies, services, or construction entered into by the Department of General Services that are made available to local public procurement units. A "local public procurement unit" is defined as: any political subdivision; public authority; educational, health, or other institution; and to the extent provided by law, any other entity, including a council of governments or an area government; nonprofit fire, rescue or ambulance company; and any nonprofit corporation operating a charitable hospital. Local public procurement units, which elect to participate in the contract, will order items directly from Contractor and will be responsible for payment directly to Contractor.

Those local public procurement units listed above which issue orders under the contract are intended beneficiaries under the contract and are real parties in interest with the right to sue and be sued without joining the Commonwealth of Pennsylvania, Department of General Services as a party.

Contractor is required to participate in the Commonwealth's COSTARS Program and sell the awarded items at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to those political subdivisions, public authorities and local public procurement units that are registered with the Department of General Services and elect to participate in the contract through the COSTARS program. A list of these registered entities will be supplied to Contractor at the commencement of this contract. All updates will be coordinated between Contractor and Susan Plecker, COSTARS Systems Coordinator. No other entities may purchase from this Contract, unless registered with Department of General Services.

Contractor shall furnish to the DGS COSTARS Division an electronic monthly usage report, preferably in spreadsheet format no later than the 15th of the following month. Reports shall be e-mailed to splecker@state.pa.us, as well as tnoss@state.pa.us. Each report may indicate the name and address of Contractor, contract number, and period covered by the report. The following information may be listed on the report for each order received:

- Item No. (If applicable)
- Material Code (If applicable)
- Description
- Quantity
- Unit Price
- Total Price
- Local Public Procurement Unit

Questions regarding the COSTARS program from Contractor and/or Local Public Procurement Units should be directed to Susan Plecker, COSTARS Systems Coordinator at 717-787-1105 or 1-866-768-7827.

7. **CONTRACT PRICING:** Contractor will utilize a discount off published list price approach to pricing by applying a 18% percent discount to the U.S. published list price of their Data Storage hardware product line.

9. **LIQUIDATED DAMAGES:** Response time monetary damages will not apply to any incident where service requests are placed for machines that are not experiencing any component or system outage. Service requests that are placed automatically or by the Commonwealth and/or its contractors to proactively service Commonwealth machines purchased or leased under this Contract will not be subject to service level damages or the service windows established under this Contract for system failures.

10. **MINIMUM ORDER:** There is no minimum order for shipments qualifying for F.O.B. delivered prices.

11. **KEY PERSONNEL:** The key personnel identified below shall be assigned to administer this Contract on behalf of the Contractor. These persons shall not be removed from this assignment in the absence of death, retirement, resignation or termination from the Contractor or other unavoidable circumstance. All replacements and additions to key personnel assigned to administer this Contract shall be subject to the written approval of DGS, which approval shall not be unreasonably withheld.

Kenneth Voigt Ph: 215-527-9564 eMail: ken_voigt@storagetek.com

15. **CONTRACTING OFFICER:** The Contracting Officer for this Contract is:

Charles S. Young
chayoung@state.pa.us

Bureau of Purchases	**or**	**Bureau of Purchases**
P.O. Box 8365		**414 North Office Building**
Harrisburg, PA 17105-8365		**Harrisburg, PA 17125**

Contractor shall direct all notices or inquiries to the Contracting Officer.

Exhibit A

SPECIAL TERMS AND CONDITIONS

These SPECIAL TERMS AND CONDITIONS shall be a part of the Contract For The Supply And Delivery of IT Hardware (Servers and Data Storage) between the **Commonwealth of Pennsylvania**, acting through the Department of General Services ("DGS") and **Unisys Corporation** ("the Contractor").

1. CONTRACT SCOPE/OVERVIEW:

This Contract, Legacy No. 5850-04/CN00006714, (identified here and in other documents as the "Contract") will cover the requirements of Commonwealth agencies for the procurement of certain IT Hardware. For the purposes of this Contract, "IT Hardware" includes: Lot 1 – Servers (Servers and all component and peripheral items, including racks, operating system software, and operating system upgrades, necessary to provide a complete functional system) and Lot 2 Data Storage (NAS, DAS, Tape Drives and all associated components, system software and related upgrades), racks and peripherals necessary to provide a complete functional system. For equipment purchased under this contract, optional Installation / Operational Readiness Services, for which an individual project-specific Scope of Work and pricing will be submitted, may be included.

DGS has or will, in addition to this Contract, award multiple award contracts to the other contractors whose proposals are determined to be the most advantageous to the Commonwealth for Lots 1 and 2 for the manufacturers' lines they offer after taking into consideration all of the evaluation factors set forth in the RFP. Commonwealth executive and independent agencies (Does not apply to COSTARS participants) shall procure their requirements for IT Hardware- Lot 1 Servers and Lot 2 Data Storage from IBM, in accordance with the terms and conditions of the "Best Value" Contract award, unless they satisfactorily justify to the DGS Contracting Officer the need for IT Hardware – Lot 1 Servers and Lot 2 Data Storage from one of the "Secondary" award contractors. The DGS Contracting Officer, shall in his sole discretion, determine whether procurement from another multiple award contractor has been justified by an agency.

2. CONTRACT TERM: The term of this Contract will commence on 17 September 2004 and will have an initial term of two years. The procurement of all IT Hardware, regardless of when the equipment was added to the Contract, will expire at the end of the contract period. Leases which were established while the Contract was valid will continue until the end of the lease period.

3. CONTRACT RENEWALS: There will be options to renew for two additional one year renewals. In deciding whether to renew, CWOPA will review the Contractor's past performance under the Contract. Pricing for each one (1) year renewal option will be determined through contract negotiations. If prices cannot be successfully negotiated, CWOPA will not renew the contract. If the contract is renewed, the Terms and Conditions shall remain the same.

4. OPTION TO EXTEND: The Department of General Services reserves the right, upon notice to Contractor, to extend the Contract or any part of the Contract up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in contract coverage and only for the time necessary, up to three (3) months, to enter into a new contract.

5. SERVICES TO BE PROVIDED UNDER THIS CONTRACT:

A. Quarterly or Semi-Annual Program Review/Reporting: Contractor must provide reports to DGS at the end of each calendar quarter of the contract term. The reports must include:

- Performance data
- Usage data
- Reporting processes
- Process improvements and cost saving opportunities
- Recap current year's accomplishments
- Set goals for following year
- Other areas as necessary

B. Service Line Items Available;

- **Delivery**
- **Installation**
- **Asset Tagging**
- **Hard Drive Removal – No Cost**
- **De-installation**

6. COSTARS (Cooperative Sourcing to Achieve Reductions in Spend) Program:

Act 57 of May 15, 1998, as amended, permits local public procurement units to participate in those contracts for supplies, services, or construction entered into by the Department of General Services that are made available to local public procurement units. A "local public procurement unit" is defined as: any political subdivision; public authority; educational, health, or other institution; and to the extent provided by law, any other entity, including a council of governments or an area government; nonprofit fire, rescue or ambulance company; and any nonprofit corporation operating a charitable hospital. Local public procurement units, which elect to participate in the contract, will order items directly from Contractor and will be responsible for payment directly to Contractor.

Those local public procurement units listed above which issue orders under the contract are intended beneficiaries under the contract and are real parties in interest with the right to sue and be sued without joining the Commonwealth of Pennsylvania, Department of General Services as a party.

Contractor is required to participate in the Commonwealth's COSTARS Program and sell the awarded items at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to those political subdivisions, public authorities and local public procurement units that are registered with the Department of General Services and elect to participate in the contract through the COSTARS program. A list of these registered entities will be supplied to Contractor at the commencement of this contract. All updates will be coordinated between Contractor and Susan Plecker, COSTARS Systems Coordinator. No other entities may purchase from this Contract, unless registered with Department of General Services.

Contractor shall furnish to the DGS COSTARS Division an electronic monthly usage report, preferably in spreadsheet format no later than the 15th of the following month. Reports shall be e-mailed to splecker@state.pa.us, as well as tnoss@state.pa.us. Each report may indicate the name and address of Contractor, contract number, and period covered by the report. The following information may be listed on the report for each order received:

- Item No. (If applicable)
- Material Code (If applicable)
- Description

- Quantity
- Unit Price
- Total Price
- Local Public Procurement Unit

Questions regarding the COSTARS program from Contractor and/or Local Public Procurement Units should be directed to Susan Plecker, COSTARS Systems Coordinator at 717-787-1105 or 1-866-768-7827.

7. **CONTRACT PRICING:** Contractor will utilize a discount off published list price approach to pricing by applying a 5% percent discount to the U.S. published list price of their Server hardware product line and a 5% percent discount to the U.S. published list price of their Data Storage hardware product line.

9. **LIQUIDATED DAMAGES:** Response time monetary damages will not apply to any incident where service requests are placed for machines that are not experiencing any component or system outage. Service requests that are placed automatically or by the Commonwealth and/or its contractors to proactively service Commonwealth machines purchased or leased under this Contract will not be subject to service level damages or the service windows established under this Contract for system failures.

10. **MINIMUM ORDER:** There is no minimum order for shipments qualifying for F.O.B. delivered prices.

11. **KEY PERSONNEL:** The key personnel identified below shall be assigned to administer this Contract on behalf of the Contractor. These persons shall not be removed from this assignment in the absence of death, retirement, resignation or termination from the Contractor or other unavoidable circumstance. All replacements and additions to key personnel assigned to administer this Contract shall be subject to the written approval of DGS, which approval shall not be unreasonably withheld.

Cara Petrillo: Ph: (215)986-5171 FAX: (215)986-9466 eMail: cara.pertrillo@unisys.com

15. **CONTRACTING OFFICER:** The Contracting Officer for this Contract is:

Charles S. Young
chayoung@state.pa.us

Bureau of Purchases	**or**	**Bureau of Purchases**
P.O. Box 8365		**414 North Office Building**
Harrisburg, PA 17105-8365		**Harrisburg, PA 17125**

Contractor shall direct all notices or inquiries to the Contracting Officer.

Exhibit A

SPECIAL TERMS AND CONDITIONS

These SPECIAL TERMS AND CONDITIONS shall be a part of the Contract For The Supply And Delivery of IT Hardware (Servers and Data Storage) between the **Commonwealth of Pennsylvania**, acting through the Department of General Services ("DGS") and **Dell Marketing, L.P.** ("the Contractor").

1. CONTRACT SCOPE/OVERVIEW:

This Contract, Legacy No. 5850-04/CN00006714, (identified here and in other documents as the "Contract") will cover the requirements of Commonwealth agencies for the procurement of certain IT Hardware. For the purposes of this Contract, "IT Hardware" includes: Lot 1 – Servers (Servers and all component and peripheral items, including racks, operating system software, and operating system upgrades, necessary to provide a complete functional system) and Lot 2 Data Storage (NAS, DAS, Tape Drives and all associated components, system software and related upgrades), racks and peripherals necessary to provide a complete functional system. For equipment purchased under this contract, optional Installation / Operational Readiness Services, for which an individual project-specific Scope of Work and pricing will be submitted, may be included.

DGS has or will, in addition to this Contract, award multiple award contracts to the other contractors whose proposals are determined to be the most advantageous to the Commonwealth for Lots 1 and 2 for the manufacturers' lines they offer after taking into consideration all of the evaluation factors set forth in the RFP. Commonwealth executive and independent agencies (Does not apply to COSTARS participants) shall procure their requirements for IT Hardware- Lot 1 Servers and Lot 2 Data Storage from IBM, in accordance with the terms and conditions of the "Best Value" Contract award, unless they satisfactorily justify to the DGS Contracting Officer the need for IT Hardware – Lot 1 Servers and Lot 2 Data Storage from one of the "Secondary" award contractors. The DGS Contracting Officer, shall in his sole discretion, determine whether procurement from another multiple award contractor has been justified by an agency.

2. CONTRACT TERM: The term of this Contract will commence on the Effective Date (as defined herein) and will have an initial term of two years. The Effective Date shall be fixed by the Issuing Officer after the contract has been fully executed by the awarded contractor and by CWOPA and all approvals required by CWOPA have been obtained. The procurement of all IT Hardware, regardless of when the equipment was added to the Contract, will expire at the end of the contract period. Leases which were established while the Contract was valid will continue until the end of the lease period.

3. CONTRACT RENEWALS: There will be options to renew for two additional one year renewals. In deciding whether to renew, CWOPA will review the Contractor's past performance under the Contract. Pricing for each one (1) year renewal option will be determined through contract negotiations. If prices cannot be successfully negotiated, CWOPA will not renew the contract. If the contract is renewed, the Terms and Conditions shall remain the same.

4. OPTION TO EXTEND: The Department of General Services reserves the right, upon notice to Contractor, to extend the Contract or any part of the Contract up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in contract coverage and only for the time necessary, up to three (3) months, to enter into a new contract.

5. SERVICES TO BE PROVIDED UNDER THIS CONTRACT:

A. Quarterly or Semi-Annual Program Review/Reporting: Contractor must provide reports to DGS at the end of each calendar quarter of the contract term. The reports must include:

- Performance data
- Usage data
- Reporting processes
- Process improvements and cost saving opportunities
- Recap current year's accomplishments
- Set goals for following year
- Other areas as necessary

B. Service Line Items Available;

- **Delivery**
- **Installation**
- **Asset Tagging**
- **Hard Drive Removal – No Cost**
- **De-installation**

6. COSTARS (Cooperative Sourcing to Achieve Reductions in Spend) Program:

Act 57 of May 15, 1998, as amended, permits local public procurement units to participate in those contracts for supplies, services, or construction entered into by the Department of General Services that are made available to local public procurement units. A "local public procurement unit" is defined as: any political subdivision; public authority; educational, health, or other institution; and to the extent provided by law, any other entity, including a council of governments or an area government; nonprofit fire, rescue or ambulance company; and any nonprofit corporation operating a charitable hospital. Local public procurement units, which elect to participate in the contract, will order items directly from Contractor and will be responsible for payment directly to Contractor.

Those local public procurement units listed above which issue orders under the contract are intended beneficiaries under the contract and are real parties in interest with the right to sue and be sued without joining the Commonwealth of Pennsylvania, Department of General Services as a party.

Contractor is required to participate in the Commonwealth's COSTARS Program and sell the awarded items at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to those political subdivisions, public authorities and local public procurement units that are registered with the Department of General Services and elect to participate in the contract through the COSTARS program. A list of these registered entities will be supplied to Contractor at the commencement of this contract. All updates will be coordinated between Contractor and Susan Plecker, COSTARS Systems Coordinator. No other entities may purchase from this Contract, unless registered with Department of General Services.

Contractor shall furnish to the DGS COSTARS Division an electronic monthly usage report, preferably in spreadsheet format no later than the 15th of the following month. Reports shall be e-mailed to splecker@state.pa.us, as well as tnoss@state.pa.us. Each report may indicate the name and address of Contractor, contract number, and period covered by the report. The following information may be listed on the report for each order received:

- Item No. (If applicable)
- Material Code (If applicable)

- Description
- Quantity
- Unit Price
- Total Price
- Local Public Procurement Unit

Questions regarding the COSTARS program from Contractor and/or Local Public Procurement Units should be directed to Susan Plecker, COSTARS Systems Coordinator at 717-787-1105 or 1-866-768-7827.

7. **CONTRACT PRICING:** Contractor will utilize a discount off published list price approach to pricing by applying a 25% percent discount to the U.S. published list price of their Server hardware product line and a 25% percent discount to the U.S. published list price of their Data Storage hardware product line.

This exhibit may be updated as needed by the Contracting Officer to reflect new or additional products and/or discount levels. Prices for future replacement products, net of discount, may be equal to or less than the net prices calculated using current list prices and the discounts above. Future discount percentages may vary as list prices are lowered or new products are announced, as long as the net purchase price to the Commonwealth is not greater than the prices originally bid

8. **LIQUIDATED DAMAGES:** Response time monetary damages will not apply to any incident where service requests are placed for machines that are not experiencing any component or system outage. Service requests that are placed automatically or by the Commonwealth and/or its contractors to proactively service Commonwealth machines purchased or leased under this Contract will not be subject to service level damages or the service windows established under this Contract for system failures. CWOPA agrees and acknowledges that no liquidated damages will be assessed against Dell during the first one hundred and twenty (120) days from the full execution of the final contract by and between Dell and CWOPA.

9. **MINIMUM ORDER:** There is no minimum order for shipments qualifying for F.O.B. delivered prices.

10. **KEY PERSONNEL:** The key personnel identified below shall be assigned to administer this Contract on behalf of the Contractor. These persons shall not be removed from this assignment in the absence of death, retirement, resignation or termination from the Contractor or other unavoidable circumstance. All replacements and additions to key personnel assigned to administer this Contract shall be subject to the written approval of DGS, which approval shall not be unreasonably withheld.

Jeff Nelson Ph: (717)558-9480 FAX: (717)558-9481 eMail: jeff_nelson@dell.com

11. **CONTRACTING OFFICER:** The Contracting Officer for this Contract is:

Charles S. Young
chayoung@state.pa.us

Bureau of Purchases	**or**	**Bureau of Purchases**
P.O. Box 8365		**414 North Office Building**
Harrisburg, PA 17105-8365		**Harrisburg, PA 17125**

Contractor shall direct all notices or inquiries to the Contracting Officer.

Exhibit A

SPECIAL TERMS AND CONDITIONS

These SPECIAL TERMS AND CONDITIONS shall be a part of the Contract For The Supply And Delivery of IT Hardware (Servers and Data Storage) between the **Commonwealth of Pennsylvania**, acting through the Department of General Services ("DGS") and **Hitachi Data Systems** ("the Contractor").

1. CONTRACT SCOPE/OVERVIEW:

This Contract, Legacy No. 5850-04/CN00006714, (identified here and in other documents as the "Contract") will cover the requirements of Commonwealth agencies for the procurement of certain IT Hardware. For the purposes of this Contract, "IT Hardware" includes: Lot 2 Data Storage (NAS, DAS, Tape Drives and all associated components, system software and related upgrades), racks and peripherals necessary to provide a complete functional system. For equipment purchased under this contract, optional Installation / Operational Readiness Services, for which an individual project-specific Scope of Work and pricing will be submitted, may be included.

DGS has or will, in addition to this Contract, award multiple award contracts to the other contractors whose proposals are determined to be the most advantageous to the Commonwealth for Lots 1 and 2 for the manufacturers' lines they offer after taking into consideration all of the evaluation factors set forth in the RFP. Commonwealth executive and independent agencies (Does not apply to COSTARS participants) shall procure their requirements for IT Hardware- Lot 2 Data Storage from IBM, in accordance with the terms and conditions of the "Best Value" Contract award, unless they satisfactorily justify to the DGS Contracting Officer the need for IT Hardware – Lot 2 Data Storage from one of the "Secondary" award contractors. The DGS Contracting Officer, shall in his sole discretion, determine whether procurement from another multiple award contractor has been justified by an agency.

2. CONTRACT TERM: The term of this Contract will commence on the Effective Date (as defined herein) and will have an initial term of two years. The Effective Date shall be fixed by the Issuing Officer after the contract has been fully executed by the awarded contractor and by CWOPA and all approvals required by CWOPA have been obtained. The procurement of all IT Hardware, regardless of when the equipment was added to the Contract, will expire at the end of the contract period. Leases which were established while the Contract was valid will continue until the end of the lease period.

3. CONTRACT RENEWALS: There will be options to renew for two additional one year renewals. In deciding whether to renew, CWOPA will review the Contractor's past performance under the Contract. Pricing for each one (1) year renewal option will be determined through contract negotiations. If prices cannot be successfully negotiated, CWOPA will not renew the contract. If the contract is renewed, the Terms and Conditions shall remain the same.

4. OPTION TO EXTEND: The Department of General Services reserves the right, upon notice to Contractor, to extend the Contract or any part of the Contract up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in contract coverage and only for the time necessary, up to three (3) months, to enter into a new contract.

5. SERVICES TO BE PROVIDED UNDER THIS CONTRACT:

A. Quarterly or Semi-Annual Program Review/Reporting: Contractor must provide reports to DGS at the end of each calendar quarter of the contract term. The reports must include:

- Performance data
- Usage data
- Reporting processes
- Process improvements and cost saving opportunities
- Recap current year's accomplishments
- Set goals for following year
- Other areas as necessary

B. Service Line Items Available;

- **Delivery**
- **Installation**
- **Asset Tagging**
- **Hard Drive Removal – No Cost**
- **De-installation**

6. COSTARS (Cooperative Sourcing to Achieve Reductions in Spend) Program:

Act 57 of May 15, 1998, as amended, permits local public procurement units to participate in those contracts for supplies, services, or construction entered into by the Department of General Services that are made available to local public procurement units. A "local public procurement unit" is defined as: any political subdivision; public authority; educational, health, or other institution; and to the extent provided by law, any other entity, including a council of governments or an area government; nonprofit fire, rescue or ambulance company; and any nonprofit corporation operating a charitable hospital. Local public procurement units, which elect to participate in the contract, will order items directly from Contractor and will be responsible for payment directly to Contractor.

Those local public procurement units listed above which issue orders under the contract are intended beneficiaries under the contract and are real parties in interest with the right to sue and be sued without joining the Commonwealth of Pennsylvania, Department of General Services as a party.

Contractor is required to participate in the Commonwealth's COSTARS Program and sell the awarded items at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to those political subdivisions, public authorities and local public procurement units that are registered with the Department of General Services and elect to participate in the contract through the COSTARS program. A list of these registered entities will be supplied to Contractor at the commencement of this contract. All updates will be coordinated between Contractor and Susan Plecker, COSTARS Systems Coordinator. No other entities may purchase from this Contract, unless registered with Department of General Services.

Contractor shall furnish to the DGS COSTARS Division an electronic monthly usage report, preferably in spreadsheet format no later than the 15th of the following month. Reports shall be e-mailed to splecker@state.pa.us, as well as tnoss@state.pa.us. Each report may indicate the name and address of Contractor, contract number, and period covered by the report. The following information may be listed on the report for each order received:

- Item No. (If applicable)
- Material Code (If applicable)
- Description

- Quantity
- Unit Price
- Total Price
- Local Public Procurement Unit

Questions regarding the COSTARS program from Contractor and/or Local Public Procurement Units should be directed to Susan Plecker, COSTARS Systems Coordinator at 717-787-1105 or 1-866-768-7827.

7. **CONTRACT PRICING:** Contractor will utilize a discount off published list price approach to pricing by applying a 27.6% percent discount to the U.S. published list price of their Data Storage hardware product line.

9. **LIQUIDATED DAMAGES:** Response time monetary damages will not apply to any incident where service requests are placed for machines that are not experiencing any component or system outage. Service requests that are placed automatically or by the Commonwealth and/or its contractors to proactively service Commonwealth machines purchased or leased under this Contract will not be subject to service level damages or the service windows established under this Contract for system failures.

10. **MINIMUM ORDER:** There is no minimum order for shipments qualifying for F.O.B. delivered prices.

11. **KEY PERSONNEL:** The key personnel identified below shall be assigned to administer this Contract on behalf of the Contractor. These persons shall not be removed from this assignment in the absence of death, retirement, resignation or termination from the Contractor or other unavoidable circumstance. All replacements and additions to key personnel assigned to administer this Contract shall be subject to the written approval of DGS, which approval shall not be unreasonably withheld.

Matt Mannherz Ph: 610-993-2944 FAX: 610-647-5180 eMail: matt.mannherz@hds.com

15. **CONTRACTING OFFICER:** The Contracting Officer for this Contract is:

Charles S. Young
chayoung@state.pa.us

Bureau of Purchases	**or**	**Bureau of Purchases**
P.O. Box 8365		**414 North Office Building**
Harrisburg, PA 17105-8365		**Harrisburg, PA 17125**

Contractor shall direct all notices or inquiries to the Contracting Officer.

Exhibit A

SPECIAL TERMS AND CONDITIONS

These SPECIAL TERMS AND CONDITIONS shall be a part of the Contract For The Supply And Delivery of IT Hardware (Servers and Data Storage) between the **Commonwealth of Pennsylvania**, acting through the Department of General Services ("DGS") and **Hewlett-Packard Company** ("the Contractor").

1. CONTRACT SCOPE/OVERVIEW:

This Contract, Legacy No. 5850-04/CN00006714, (identified here and in other documents as the "Contract") will cover the requirements of Commonwealth agencies for the procurement of certain IT Hardware. For the purposes of this Contract, "IT Hardware" includes: Lot 1 – Servers (Servers and all component and peripheral items, including racks, operating system software, and operating system upgrades, necessary to provide a complete functional system) and Lot 2 Data Storage (NAS, DAS, Tape Drives and all associated components, system software and related upgrades), racks and peripherals necessary to provide a complete functional system. For equipment purchased under this contract, optional Installation / Operational Readiness Services, for which an individual project-specific Scope of Work and pricing will be submitted, may be included.

DGS has or will, in addition to this Contract, award multiple award contracts to the other contractors whose proposals are determined to be the most advantageous to the Commonwealth for Lots 1 and 2 for the manufacturers' lines they offer after taking into consideration all of the evaluation factors set forth in the RFP. Commonwealth executive and independent agencies (Does not apply to COSTARS participants) shall procure their requirements for IT Hardware- Lot 1 Servers and Lot 2 Data Storage from IBM, in accordance with the terms and conditions of the "Best Value" Contract award, unless they satisfactorily justify to the DGS Contracting Officer the need for IT Hardware – Lot 1 Servers and Lot 2 Data Storage from one of the "Secondary" award contractors. The DGS Contracting Officer, shall in his sole discretion, determine whether procurement from another multiple award contractor has been justified by an agency.

2. CONTRACT TERM: The term of this Contract will commence on the Effective Date (as defined herein) and will have an initial term of two years. The Effective Date shall be fixed by the Issuing Officer after the contract has been fully executed by the awarded contractor and by CWOPA and all approvals required by CWOPA have been obtained. The procurement of all IT Hardware, regardless of when the equipment was added to the Contract, will expire at the end of the contract period. Leases which were established while the Contract was valid will continue until the end of the lease period.

3. CONTRACT RENEWALS: There will be options to renew for two additional one year renewals. In deciding whether to renew, CWOPA will review the Contractor's past performance under the Contract. Pricing for each one (1) year renewal option will be determined through contract negotiations. If prices cannot be successfully negotiated, CWOPA will not renew the contract. If the contract is renewed, the Terms and Conditions shall remain the same.

4. OPTION TO EXTEND: The Department of General Services reserves the right, upon notice to Contractor, to extend the Contract or any part of the Contract up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in contract coverage and only for the time necessary, up to three (3) months, to enter into a new contract.

5. SERVICES TO BE PROVIDED UNDER THIS CONTRACT:

A. Quarterly or Semi-Annual Program Review/Reporting: Contractor must provide reports to DGS at the end of each calendar quarter of the contract term. The reports must include:

- Performance data
- Usage data
- Reporting processes
- Process improvements and cost saving opportunities
- Recap current year's accomplishments
- Set goals for following year
- Other areas as necessary

B. Service Line Items Available;

- **Delivery**
- **Installation**
- **Asset Tagging**
- **Hard Drive Removal – No Cost**
- **De-installation**

6. COSTARS (Cooperative Sourcing to Achieve Reductions in Spend) Program:

Act 57 of May 15, 1998, as amended, permits local public procurement units to participate in those contracts for supplies, services, or construction entered into by the Department of General Services that are made available to local public procurement units. A "local public procurement unit" is defined as: any political subdivision; public authority; educational, health, or other institution; and to the extent provided by law, any other entity, including a council of governments or an area government; nonprofit fire, rescue or ambulance company; and any nonprofit corporation operating a charitable hospital. Local public procurement units, which elect to participate in the contract, will order items directly from Contractor and will be responsible for payment directly to Contractor.

Those local public procurement units listed above which issue orders under the contract are intended beneficiaries under the contract and are real parties in interest with the right to sue and be sued without joining the Commonwealth of Pennsylvania, Department of General Services as a party.

Contractor is required to participate in the Commonwealth's COSTARS Program and sell the awarded items at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to those political subdivisions, public authorities and local public procurement units that are registered with the Department of General Services and elect to participate in the contract through the COSTARS program. A list of these registered entities will be supplied to Contractor at the commencement of this contract. All updates will be coordinated between Contractor and Susan Plecker, COSTARS Systems Coordinator. No other entities may purchase from this Contract, unless registered with Department of General Services.

Contractor shall furnish to the DGS COSTARS Division an electronic monthly usage report, preferably in spreadsheet format no later than the 15th of the following month. Reports shall be e-mailed to splecker@state.pa.us, as well as tnoss@state.pa.us. Each report may indicate the name and address of Contractor, contract number, and period covered by the report. The following information may be listed on the report for each order received:

- Item No. (If applicable)
- Material Code (If applicable)
- Description
- Quantity
- Unit Price
- Total Price
- Local Public Procurement Unit

Questions regarding the COSTARS program from Contractor and/or Local Public Procurement Units should be directed to Susan Plecker, COSTARS Systems Coordinator at 717-787-1105 or 1-866-768-7827.

7. **CONTRACT PRICING:** Contractor will utilize a discount off published list price approach to pricing by applying the following discounts off the National Education Price List to their product lines;

Discounts are off of National Education Price List:

DL300 Series, ML500 Series, ML300 Series Servers -	**32%**
EVA3000 Series, MSL6000 Series Storage Solutions -	**58%**
ML100 Series, TC FAMILY Servers -	**6%**
700 Series Servers -	**20%**

Server Options & Accessories (when purchased separately):

Processors	**12%**
BL Infrastructure	**18%**
Hard Drives	**18%**
Memory	**20%**
All Others	**25%**

Other Storage Solution Discounts:

XP Disk Arrays HW	**38%**
XP Disk Arrays SW	**38%**
EVA 5000, EVA SW, ENT NAS8000, NAS9000, EMA/MA Disk Array, ESL Tape Library, 64+ Port Switch	**28%**
DS,VA Storage Solutions & SW	**15%**
VA SW, HP Optical Libraries	**15%**
HP SAN Switch - 32 Port	**6%**
MSA1000, 43xxx, Tenry NAS, 8-16 Port Switch, Tape Libraries, SW, Stand Alone Tape Products	**6%**
CASA-Storage Virtualization SW, OV SAM	**28%**
OpenView Data Management SW	**28%**
Open View Entry Level Data Mgmt SW	**6%**
pmHP and pmCPQ Media Products	**28%**

Services

Carepaqs (warranties)	**10%**
Post-Warranty Maintenance	**10%**
Installation & Startup Svc Carepaqs	**10%**
Priority Svcs	**10%**
Client Support Cards	**10%**

Contract Exceptions: Memory, ValuePaq Bundles, and any temporary price reductions listed on the standard NEP price list do not recieve any contract discounts. Discounts do not apply to Partner program specific products.

8. **LIQUIDATED DAMAGES:** Response time monetary damages will not apply to any incident where service requests are placed for machines that are not experiencing any component or system outage. Service requests that are placed automatically or by the

Commonwealth and/or its contractors to proactively service Commonwealth machines purchased or leased under this Contract will not be subject to service level damages or the service windows established under this Contract for system failures.

9. **MINIMUM ORDER:** There is no minimum order for shipments qualifying for F.O.B. delivered prices.

10. **KEY PERSONNEL:** The key personnel identified below shall be assigned to administer this Contract on behalf of the Contractor. These persons shall not be removed from this assignment in the absence of death, retirement, resignation or termination from the Contractor or other unavoidable circumstance. All replacements and additions to key personnel assigned to administer this Contract shall be subject to the written approval of DGS, which approval shall not be unreasonably withheld.

Randy Debrauwere: Ph: (215)996-0740 FAX: (215)996-0826 eMail: randy.debrauwere@hp.com

11. **CONTRACTING OFFICER:** The Contracting Officer for this Contract is:

Charles S. Young
chayoung@state.pa.us

Bureau of Purchases	**or**	**Bureau of Purchases**
P.O. Box 8365		**414 North Office Building**
Harrisburg, PA 17105-8365		**Harrisburg, PA 17125**

Contractor shall direct all notices or inquiries to the Contracting Officer.

Exhibit A

SPECIAL TERMS AND CONDITIONS

These SPECIAL TERMS AND CONDITIONS shall be a part of the Contract For The Supply And Delivery of IT Hardware (Servers and Data Storage) between the **Commonwealth of Pennsylvania**, acting through the Department of General Services ("DGS") and **SUN Microsystems** ("the Contractor").

1. CONTRACT SCOPE/OVERVIEW:

This Contract, Legacy No. 5850-04/CN00006714, (identified here and in other documents as the "Contract") will cover the requirements of Commonwealth agencies for the procurement of certain IT Hardware. For the purposes of this Contract, "IT Hardware" includes: Lot 2 Data Storage (NAS, DAS, Tape Drives and all associated components, system software and related upgrades), racks and peripherals necessary to provide a complete functional system. For equipment purchased under this contract, optional Installation / Operational Readiness Services, for which an individual project-specific Scope of Work and pricing will be submitted, may be included.

DGS has or will, in addition to this Contract, award multiple award contracts to the other contractors whose proposals are determined to be the most advantageous to the Commonwealth for Lots 1 and 2 for the manufacturers' lines they offer after taking into consideration all of the evaluation factors set forth in the RFP. Commonwealth executive and independent agencies (Does not apply to COSTARS participants) shall procure their requirements for IT Hardware- Lot 2 Data Storage from IBM, in accordance with the terms and conditions of the "Best Value" Contract award, unless they satisfactorily justify to the DGS Contracting Officer the need for IT Hardware – Lot 2 Data Storage from one of the "Secondary" award contractors. The DGS Contracting Officer, shall in his sole discretion, determine whether procurement from another multiple award contractor has been justified by an agency.

2. CONTRACT TERM: The term of this Contract will commence on the Effective Date (as defined herein) and will have an initial term of two years. The Effective Date shall be fixed by the Issuing Officer after the contract has been fully executed by the awarded contractor and by CWOPA and all approvals required by CWOPA have been obtained. The procurement of all IT Hardware, regardless of when the equipment was added to the Contract, will expire at the end of the contract period. Leases which were established while the Contract was valid will continue until the end of the lease period.

3. CONTRACT RENEWALS: There will be options to renew for two additional one year renewals. In deciding whether to renew, CWOPA will review the Contractor's past performance under the Contract. Pricing for each one (1) year renewal option will be determined through contract negotiations. If prices cannot be successfully negotiated, CWOPA will not renew the contract. If the contract is renewed, the Terms and Conditions shall remain the same.

4. OPTION TO EXTEND: The Department of General Services reserves the right, upon notice to Contractor, to extend the Contract or any part of the Contract up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in contract coverage and only for the time necessary, up to three (3) months, to enter into a new contract.

5. SERVICES TO BE PROVIDED UNDER THIS CONTRACT:

A. Quarterly or Semi-Annual Program Review/Reporting: Contractor must provide reports to DGS at the end of each calendar quarter of the contract term. The reports must include:

- Performance data
- Usage data
- Reporting processes
- Process improvements and cost saving opportunities
- Recap current year's accomplishments
- Set goals for following year
- Other areas as necessary

B. Service Line Items Available;

- **Delivery**
- **Installation**
- **Asset Tagging**
- **Hard Drive Removal – No Cost**
- **De-installation**

6. COSTARS (Cooperative Sourcing to Achieve Reductions in Spend) Program:

Act 57 of May 15, 1998, as amended, permits local public procurement units to participate in those contracts for supplies, services, or construction entered into by the Department of General Services that are made available to local public procurement units. A "local public procurement unit" is defined as: any political subdivision; public authority; educational, health, or other institution; and to the extent provided by law, any other entity, including a council of governments or an area government; nonprofit fire, rescue or ambulance company; and any nonprofit corporation operating a charitable hospital. Local public procurement units, which elect to participate in the contract, will order items directly from Contractor and will be responsible for payment directly to Contractor.

Those local public procurement units listed above which issue orders under the contract are intended beneficiaries under the contract and are real parties in interest with the right to sue and be sued without joining the Commonwealth of Pennsylvania, Department of General Services as a party.

Contractor is required to participate in the Commonwealth's COSTARS Program and sell the awarded items at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to those political subdivisions, public authorities and local public procurement units that are registered with the Department of General Services and elect to participate in the contract through the COSTARS program. A list of these registered entities will be supplied to Contractor at the commencement of this contract. All updates will be coordinated between Contractor and Susan Plecker, COSTARS Systems Coordinator. No other entities may purchase from this Contract, unless registered with Department of General Services.

Contractor shall furnish to the DGS COSTARS Division an electronic monthly usage report, preferably in spreadsheet format no later than the 15th of the following month. Reports shall be e-mailed to splecker@state.pa.us, as well as tnoss@state.pa.us. Each report may indicate the name and address of Contractor, contract number, and period covered by the report. The following information may be listed on the report for each order received:

- Item No. (If applicable)
- Material Code (If applicable)
- Description

- Quantity
- Unit Price
- Total Price
- Local Public Procurement Unit

Questions regarding the COSTARS program from Contractor and/or Local Public Procurement Units should be directed to Susan Plecker, COSTARS Systems Coordinator at 717-787-1105 or 1-866-768-7827.

7. **CONTRACT PRICING:** Contractor will utilize a discount off published list price approach to pricing by applying a 50% percent discount to the U.S. published list price of their Data Storage hardware product line. Operational Readiness Services; New Equipment Warranty Maintenance 50% discount, Post-Warranty Maintenance 10% discount.

8. **LIQUIDATED DAMAGES:** Response time monetary damages will not apply to any incident where service requests are placed for machines that are not experiencing any component or system outage. Service requests that are placed automatically or by the Commonwealth and/or its contractors to proactively service Commonwealth machines purchased or leased under this Contract will not be subject to service level damages or the service windows established under this Contract for system failures.

9. **MINIMUM ORDER:** There is no minimum order for shipments qualifying for F.O.B. delivered prices.

10. **KEY PERSONNEL:** The key personnel identified below shall be assigned to administer this Contract on behalf of the Contractor. These persons shall not be removed from this assignment in the absence of death, retirement, resignation or termination from the Contractor or other unavoidable circumstance. All replacements and additions to key personnel assigned to administer this Contract shall be subject to the written approval of DGS, which approval shall not be unreasonably withheld.

Jack Nichols, 703-204-4117

11. **CONTRACTING OFFICER:** The Contracting Officer for this Contract is:

Robert E Lester
roblester@state.pa.us

Bureau of Purchases	**or**	**Bureau of Purchases**
P.O. Box 8365		**414 North Office Building**
Harrisburg, PA 17105-8365		**Harrisburg, PA 17125**

Contractor shall direct all notices or inquiries to the Contracting Officer.

Exhibit A

SPECIAL TERMS AND CONDITIONS

These SPECIAL TERMS AND CONDITIONS shall be a part of the Contract For The Supply And Delivery of IT Hardware (Servers and Data Storage) between the **Commonwealth of Pennsylvania**, acting through the Department of General Services ("DGS") and **EMC Corporation** ("the Contractor").

1. CONTRACT SCOPE/OVERVIEW:

This Contract, Legacy No. 5850-04/CN00006714, (identified here and in other documents as the "Contract") will cover the requirements of Commonwealth agencies for the procurement of certain IT Hardware. For the purposes of this Contract, "IT Hardware" includes: Lot 2 Data Storage (NAS, DAS, Tape Drives and all associated components, system software and related upgrades), racks and peripherals necessary to provide a complete functional system. For equipment purchased under this contract, optional Installation / Operational Readiness Services, for which an individual project-specific Scope of Work and pricing will be submitted, may be included.

DGS has or will, in addition to this Contract, award multiple award contracts to the other contractors whose proposals are determined to be the most advantageous to the Commonwealth for Lots 1 and 2 for the manufacturers' lines they offer after taking into consideration all of the evaluation factors set forth in the RFP. Commonwealth executive and independent agencies (Does not apply to COSTARS participants) shall procure their requirements for IT Hardware- Lot 2 Data Storage from IBM, in accordance with the terms and conditions of the "Best Value" Contract award, unless they satisfactorily justify to the DGS Contracting Officer the need for IT Hardware – Lot 2 Data Storage from one of the "Secondary" award contractors. The DGS Contracting Officer, shall in his sole discretion, determine whether procurement from another multiple award contractor has been justified by an agency.

2. CONTRACT TERM: The term of this Contract will commence on the Effective Date (as defined herein) and will have an initial term of two years. The Effective Date shall be fixed by the Issuing Officer after the contract has been fully executed by the awarded contractor and by CWOPA and all approvals required by CWOPA have been obtained. The procurement of all IT Hardware, regardless of when the equipment was added to the Contract, will expire at the end of the contract period. Leases which were established while the Contract was valid will continue until the end of the lease period.

3. CONTRACT RENEWALS: There will be options to renew for two additional one year renewals. In deciding whether to renew, CWOPA will review the Contractor's past performance under the Contract. Pricing for each one (1) year renewal option will be determined through contract negotiations. If prices cannot be successfully negotiated, CWOPA will not renew the contract. If the contract is renewed, the Terms and Conditions shall remain the same.

4. OPTION TO EXTEND: The Department of General Services reserves the right, upon notice to Contractor, to extend the Contract or any part of the Contract up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in contract coverage and only for the time necessary, up to three (3) months, to enter into a new contract.

5. SERVICES TO BE PROVIDED UNDER THIS CONTRACT:

A. Quarterly or Semi-Annual Program Review/Reporting: Contractor must provide reports to DGS at the end of each calendar quarter of the contract term. The reports must include:

- Performance data
- Usage data
- Reporting processes
- Process improvements and cost saving opportunities
- Recap current year's accomplishments
- Set goals for following year
- Other areas as necessary

B. Service Line Items Available;

- **Delivery**
- **Installation**
- **Asset Tagging**
- **Hard Drive Removal – No Cost**
- **De-installation**

6. COSTARS (Cooperative Sourcing to Achieve Reductions in Spend) Program:

Act 57 of May 15, 1998, as amended, permits local public procurement units to participate in those contracts for supplies, services, or construction entered into by the Department of General Services that are made available to local public procurement units. A "local public procurement unit" is defined as: any political subdivision; public authority; educational, health, or other institution; and to the extent provided by law, any other entity, including a council of governments or an area government; nonprofit fire, rescue or ambulance company; and any nonprofit corporation operating a charitable hospital. Local public procurement units, which elect to participate in the contract, will order items directly from Contractor and will be responsible for payment directly to Contractor.

Those local public procurement units listed above which issue orders under the contract are intended beneficiaries under the contract and are real parties in interest with the right to sue and be sued without joining the Commonwealth of Pennsylvania, Department of General Services as a party.

Contractor is required to participate in the Commonwealth's COSTARS Program and sell the awarded items at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to those political subdivisions, public authorities and local public procurement units that are registered with the Department of General Services and elect to participate in the contract through the COSTARS program. A list of these registered entities will be supplied to Contractor at the commencement of this contract. All updates will be coordinated between Contractor and Susan Plecker, COSTARS Systems Coordinator. No other entities may purchase from this Contract, unless registered with Department of General Services.

Contractor shall furnish to the DGS COSTARS Division an electronic monthly usage report, preferably in spreadsheet format no later than the 15th of the following month. Reports shall be e-mailed to splecker@state.pa.us, as well as tnoss@state.pa.us. Each report may indicate the name and address of Contractor, contract number, and period covered by the report. The following information may be listed on the report for each order received:

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10. **MINIMUM ORDER:** There is no minimum order for shipments qualifying for F.O.B. delivered prices.

11. **KEY PERSONNEL:** The key personnel identified below shall be assigned to administer this Contract on behalf of the Contractor. These persons shall not be removed from this assignment in the absence of death, retirement, resignation or termination from the Contractor or other unavoidable circumstance. All replacements and additions to key personnel assigned to administer this Contract shall be subject to the written approval of DGS, which approval shall not be unreasonably withheld.

Julie L. Miller Ph: 717-763-7747 FAX: 717-763-7939 eMail: Miller_Julie@EMC.COM

15. **CONTRACTING OFFICER:** The Contracting Officer for this Contract is:

Robert E Lester
roblester@state.pa.us

Bureau of Purchases	**or**	**Bureau of Purchases**
P.O. Box 8365		**414 North Office Building**
Harrisburg, PA 17105-8365		**Harrisburg, PA 17125**

Contractor shall direct all notices or inquiries to the Contracting Officer.

Exhibit D

REVISED LEASING TERMS AND CONDITIONS

I. General.

(A) Pursuant to these Revised Leasing Terms and Conditions ("Terms and Conditions") the contractor shall lease equipment and provide financing for software and other items covered by the contract. Commonwealth agencies shall, in addition to the outright purchase of equipment and software, have the option to lease equipment from the contractor, as well as finance software and other items in RFP CN00006714. Leases shall be in accordance with the following terms (in addition to the terms and conditions of RFP CN00006714). The ordering Commonwealth agency shall indicate its election to lease equipment (each such lease transaction hereinafter called a "Lease") on the applicable purchase order issued to the contractor. Such Lease may also include financed software or other items in RFP CN00006714 that are financed (in either case "Financed Items").

(B) The contractor may assign such purchase order and Lease to a third party ("Initial Assignee") who will fund the purchase of the equipment and Financed Items (and in the case of a Lease, take title to the equipment) and assume the right to receive all payments thereunder. The consent of the Commonwealth to such assignment by the contractor shall not be required. The contractor shall notify the Commonwealth of its assignment to an Initial Assignee in its acknowledgment to the Commonwealth Agency of the purchase order and by providing the Commonwealth Agency with a copy of an assignment agreement between the contractor and the Initial Assignee.

(C) Notwithstanding any provisions to the contrary in the RFP CN00006714, in the event of an assignment of a Lease to an Initial Assignee, the Initial Assignee shall only be bound to the obligations of the contractor as they are specified in these Terms and Conditions and shall not be responsible for any additional representations, warranties, covenants or obligations of the contractor as provided in the remainder of the RFP CN00006714. The Commonwealth waives any claims it may have against the Initial Assignee for any loss, damage or expense caused by the equipment or any Financed Item or any defect therein or use or maintenance thereof. The Commonwealth acknowledges that the Initial Assignee is not the supplier of the equipment or Financed Items and is not responsible for its selection or installation. Once an acceptance certificate in the form attached hereto as Exhibit A is executed by the ordering Commonwealth Agency and is received by Initial Assignee, if any portion of the equipment or Financed Items is unsatisfactory for any reason, the ordering Commonwealth Agency shall, nevertheless, continue to make payments under the applicable Lease and shall make any claim against the contractor or the manufacturer, but not against the Initial Assignee or any subsequent assignee of the Initial Assignee.

(D) The rights of the Initial Assignee and any subsequent assignee to receive payments under a Lease are absolute and unconditional and shall not be affected by any right of set-off or defense of any kind whatsoever once an acceptance certificate in the form attached here to as Exhibit A is executed by the ordering Commonwealth Agency and is received by Initial Assignee.

II. Leasing Plans. The contractor agrees to provide the equipment and Financed Items covered by the RFP CN00006714 through a 36, 48 or 60 month Lease with Fair Market Value Option (in addition to outright purchase).

The leasing plan selected by the ordering Commonwealth agency shall be identified on the purchase order.

III. Term. The term of each Lease, and/or financing for any Financed Item, shall commence on the date the customer set-up equipment and/or Financed Items are accepted by the ordering Commonwealth agency (as evidenced by an acceptance certificate in the form attached hereto as Exhibit A) and shall continue for the period of time of the pricing plan as designated on the purchase order.

IV. Payments.

A. Full term intention. The ordering Commonwealth agency shall pay the applicable monthly or annual rent payment for the equipment and Financed Items. Payment shall be made by the ordering Commonwealth Agency, for the full term, unless the purchase order is terminated by the Commonwealth agency for contractor Default under Section V(J)(2) herein or nonappropriation of funds.

B. Nonappropriation. The Commonwealth agency'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 purchase order was issued, the Commonwealth agency may return the equipment to the contractor or Initial Assignee (if applicable) and thereafter be released of all further obligations, provided: (i) The Commonwealth agency delivers unencumbered title to the equipment to the contractor or Initial Assignee (if applicable), (ii) The equipment is returned to the contractor or Initial Assignee (if applicable) in good condition, reasonable wear and tear excepted, and (iii) thirty (30) days written notice is given to the contractor or Initial Assignee (if applicable) stating the failure of appropriations as the reason for return and certifying that the equipment is not being replaced by similar equipment from another vendor. In the event the Commonwealth agency returns the equipment for failure of appropriations, all amounts then due to the contractor or Initial Assignee (if applicable) through the end of the fiscal year for which sufficient funds have been appropriated shall be paid by the Commonwealth agency.

V. Leasing Terms and Conditions. The following terms and conditions shall apply if the ordering Commonwealth agency selects a Thirty-six (36), Forty-eight (48) or Sixty (60) month Lease with Fair Market Value Option:

A. Title. Title in or to the equipment shall not pass to the Commonwealth but shall remain in the contractor or Initial Assignee (if applicable). The equipment shall remain personal property and shall not become a fixture or affixed to real property. The Commonwealth will keep the equipment free and clear of all encumbrances except the contractor's or any assignee's security interest. At the request of the contractor or Initial Assignee (if applicable), the Commonwealth will join the contractor or Initial Assignee in executing one or more financing statements, pursuant to the Uniform Commercial Code or other registration law applicable to the location of the equipment. The contractor or Initial Assignee (if applicable) will pay the cost of filing the financing statement(s) in all public offices wherever filing is deemed by the contractor or Initial Assignee to be necessary or desirable.

B. Risk of Loss. The contractor shall assume and bear the risk of loss, damage, or theft to the equipment and all component parts thereof while same is in the Commonwealth's possession, unless it could have been prevented by the Commonwealth's exercise of reasonable care or diligence in the use, protection, or care of the equipment. Contractor may, by agreement with the Initial Assignee, transfer the risk of loss to the Initial Assignee. No loss or damage to the equipment shall impair any obligation of the contractor or of the Commonwealth, except as hereinafter expressly provided. Unless the damage could have been prevented by the Commonwealth's exercise of reasonable care or diligence in the use, protection, or care of the equipment, the contractor shall repair or cause to be repaired all damages to the equipment, if the contractor determines the equipment can be economically repaired. In the event that the equipment is stolen, destroyed or rendered irreparable, unusable, or damaged as determined by the contractor, the Lease shall terminate and the Commonwealth's obligation to pay rent for the equipment shall be deemed to have ceased as of the date of the loss.

C. Assignment. The Commonwealth shall not assign any Lease hereunder or any interest therein, or sublease the equipment without the prior written consent of the contractor or its assignee. The contractor may assign the purchase order and the Lease and/or grant security interests therein, in whole or in part to an Initial Assignee and such Initial Assignee may further assign a Lease and/or grant a security interest therein to a subsequent assignee without the consent of the Commonwealth. Any other assignment by the contractor shall require the prior written consent of the Commonwealth. Upon notice to the ordering Commonwealth agency, the contractor may assign payments under any Lease to a third party.

D. Purchase Option. If the Commonwealth is not in default, it shall have the right to buy the equipment “as is with no additional warranty” at the expiration of the Lease term by tendering the purchase option amount. For Lease with Fair Market Value Option, the fair market value of the equipment shall be as established by the contractor or Initial Assignee (if applicable) which shall not exceed the then purchase price of the equipment as established by RFP CN00006714. Upon the Commonwealth's exercise of this purchase option, all right, title and interest in the equipment shall pass to the Commonwealth upon payment.

E. Extension. If the Commonwealth has not elected to purchase the equipment at the expiration of a Lease term, and as long as the Commonwealth is not in default under the Lease, the Lease (other than Leases that expire five years from date of installation) may be extended upon receipt by the contractor or Initial Assignee (if applicable) of written notification from the Commonwealth. The extension will be under the same terms and conditions then in effect, including rent (but 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.

F. Return of Equipment. At the expiration or termination of a Lease for any item of equipment, or upon demand by the contractor, or Initial Assignee (if applicable) pursuant to Section V. (J), Default, the Commonwealth agency shall promptly return the equipment, freight prepaid, to a location in the continental United States specified by the contractor or Initial Assignee (if applicable). The Commonwealth agency shall pay the applicable rent for the equipment until it has been shipped to the contractor in accordance with the subsection. Except in the event of a total loss of the equipment pursuant to paragraph V. (B) herein, the Commonwealth shall pay any costs and expenses incurred by the Contractor or Initial Assignee (if applicable) to place the equipment in good operating condition in accordance with the specifications. All parts removed and replaced by the contractor shall become the property of contractor or Initial Assignee (if applicable).

G. Warranties: Quiet Enjoyment. The contractor or Initial Assignee (if applicable) grants to the Commonwealth the benefit of any and all warranties made by the manufacturer or supplier of the equipment or Financed Items during the term of a Lease. The contractor warrants that neither the contractor nor anyone acting or claiming through the contractor, by assignment or otherwise, will interfere with the Commonwealth's quiet enjoyment of the use of the Equipment so long as no event of default shall have occurred and be continuing. However, in the event of an assignment of a Lease hereunder to an Initial Assignee, such Initial Assignee (and any subsequent assignee) warrants that neither it nor anyone acting or claiming through it by assignment or otherwise, will interfere with the Commonwealth's quiet enjoyment of and use of the Equipment, so long as no event of default shall have occurred and be continuing.

H. Liability.

1. The Commonwealth assumes all risks and liabilities for injury to or death of any person or damage to any property, in any manner arising out of possession, use, operation, condition, or storage of any piece of equipment or Financed Item by the Commonwealth

agency whether such injury or death be with respect to agents or employees of the Commonwealth or of third parties, and whether such property damage be to the Commonwealth's property or the property of others; provided, however, that said damage or injury results from the negligence of Commonwealth, its agents or employees, and provided that judgment has been obtained against the Commonwealth. This provision shall not be construed to limit the sovereign immunity of the Commonwealth, the Department of General Services or any Commonwealth agency.

2. The Commonwealth shall, during the term of the Lease, self-insure with respect to the risks which it has assumed under subparagraph (H)(1) above, including, but not limited to, risks of public liability and property damage under Act 142 of October 5, 1980, P.L. 693, 42 Pa. C.S. A. Section 8522.

I. Financing and Prepayment. If a Lease provides for financing of software or other Financed Items, the contractor will pay the charges for such Financed Items directly to the supplier (if such supplier is not the contractor). In the event the Lease is assigned to an Initial Assignee, the Initial Assignee will pay such charges directly to the contractor or the supplier. If the payments under the purchase order have been assigned to an Initial Assignee, the Commonwealth's obligation to pay rent for those items of software or other Financed Items which have been delivered and for which acceptance certificates have been received shall not be effected by any discontinuance, return or destruction of any license or licensed program materials or any dissatisfaction with any service financed under the Lease. The Commonwealth may terminate any Financed Item (but not an item of equipment) by prepaying its remaining rent. The Commonwealth shall provide the contractor or Initial Assignee (if applicable) with notice of the intended prepayment date which shall be at least one month after the date of the notice. The contractor or Initial Assignee may, depending on market conditions at the time, reduce the remaining rent to reflect such prepayment and shall advise the Commonwealth of the balance to be paid. If, prior to Lease expiration, the Commonwealth purchases equipment related to a Financed Item or if the Lease for such equipment is terminated, for any reason (except if funds are not appropriated as described in paragraph IV (B)), the Commonwealth shall at the same time prepay such Financed Item, if it has been delivered and for which an acceptance certificate has been received.

J. Default

1. If the Commonwealth (1) does not pay a rent payment within thirty (30) days after the due date and such non-payment continues for fifteen (15) days after receipt of written notice from the contractor or Initial Assignee (if applicable) that the Commonwealth Agency is delinquent in payment of any rent; (2) breaches any other provision under these Terms and Conditions and such breach continues for fifteen (15) days after receipt of written notice thereof from the contractor or Initial Assignee (if applicable); or (3) files any

petition or proceeding (or has a petition or proceeding filed against it) under any bankruptcy, insolvency or similar law, the contractor or its assignee may pursue and enforce the following remedies:

a. Terminate the applicable purchase order.

b. Take possession of any or all items of equipment without any court order or other process of law and for such purpose, the contractor or its assignee may enter upon the premises where the equipment may be and may remove the same therefrom upon written notice of its intention to do same, without being liable to any suit or action or other proceeding by the Commonwealth. The contractor or its assignee may, among its options, sell the equipment at public or private sale for cash or credit. The Commonwealth agency shall be liable for the contractor's or the assignee's expense of retaking possession and the removal of the equipment and placing the equipment in good operating condition (if it is not in good operating condition at the time of removal) in accordance with the manufacturer's specifications. When the equipment is returned to the contractor or its assignee, it shall include only those items that were purchased as per the purchase order.

c. Recover from the Commonwealth agency all rent payments then due and the net present value of the amount of the remaining rent payments. The present value of such remaining rent 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 or its assignee's termination of the applicable purchase order. The Treasury Constant Maturities are published in Statistical Release .15 and can be accessed via the Federal Reserve Board internet website.

2. In the event of default by the contractor, the Commonwealth may pursue one or more of the following remedies.

a. If the payments under the purchase order have been assigned to an Initial Assignee, the Commonwealth shall continue to make rent payments for those units of equipment which have been delivered for which acceptance certificates have been received, and cancel its order without liability for payment for those units which have not been delivered and for which acceptance certificates have not been received. The amount of the rent payments shown in the payment schedule will be recalculated, however, to take into consideration and pay for the actual number of units which were delivered and for which acceptance certificates have been received. If no acceptable units of equipment have been delivered and accepted, the Commonwealth agency may terminate the purchase order without liability to make any payments.

b. If the payments under this agreement have not been assigned to an Initial Assignee, the Commonwealth agency may setoff or counterclaim against its obligation to make the payments any and all damages incurred by the Commonwealth as a result of the contractor's default.

VI. Compliance with Internal Revenue Code. The contractor or its assignee must, if it intends to provide tax exempt financing, file, in timely fashion, any reports that must be filed with the Internal Revenue Service with respect to the order under Section 124 or 149 of the Internal Revenue Code (IRC). The Commonwealth shall cooperate with the contractor or its assignee in the preparation and execution of these documents. The Commonwealth shall also keep a copy of each notification of assignment with the Commonwealth's counterpart of the order and shall not, during the term of the Lease, permit the equipment to be directly or indirectly used for a private business use within the meaning of Section 141 of the IRC. The Commonwealth represents that it and each ordering Commonwealth Agency that enters into a Lease hereunder qualifies as a State or political subdivision of a State for the purpose of Section 103(a) of the IRC. Any misrepresentation of such status under Section 103(a) shall constitute an event of default by the Commonwealth pursuant to paragraphs V (J). If (a) the Internal Revenue Service rules that the Commonwealth or any ordering Commonwealth Agency does not so qualify under Section 103(a) of the IRC, or (b) the Commonwealth fails to cooperate with the contractor or 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 Commonwealth will pay the contractor or Initial Assignee (if applicable) upon demand, a sum to be determined by the contractor or Initial Assignee sufficient to return the contractor or Initial Assignee (if applicable) to the economic results it would otherwise have received.

VIII. Other Documents. Upon request from the contractor or Initial Assignee the Commonwealth will sign properly completed UCC-1 Forms and 8038G or 8038GC Forms if applicable. The contractor or Initial Assignee shall be responsible for completing these forms and filing them with the appropriate offices/parties. One opinion of counsel form (using the form attached hereto as Exhibit B) covering all Commonwealth agency orders under the contract will be provided upon request.

IX. Use and Location of Equipment and Alterations. The Commonwealth agency shall keep the equipment under a Lease within the confines of the Commonwealth of Pennsylvania. The Commonwealth agency will inform the contractor or the Initial Assignee of the location of the equipment upon request. The Commonwealth agency, at its own cost and expense, shall maintain the equipment in good operating condition and will not use or deal with the equipment in any manner which is inconsistent with the terms of the Contract or any applicable laws and regulations. The equipment will not be misused, abused, wasted or allowed to deteriorate except for ordinary wear and tear resulting from its intended use. No alterations, changes, or modifications to the equipment shall be made without the approval of the contractor or Initial Assignee (if applicable).

X. Warranty Disclaimer. IN THE EVENT CONTRACTOR ASSIGNS A LEASE HEREUNDER TO AN INITIAL ASSIGNEE, SUCH INITIAL ASSIGNEE AND ANY SUBSEQUENT ASSIGNEE MAKE NO WARRANTY (OTHER THAN, IN THE CASE OF A LEASE, A WARRANTY OF QUIET ENJOYMENT OF THE EQUIPMENT), 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 COMMONWEALTH TAKES THE EQUIPMENT AND ANY FINANCED ITEMS "AS IS." IN NO EVENT SHALL THE INITIAL ASSIGNEE OR ANY SUBSEQUENT ASSIGNEE HAVE ANY LIABILITY FOR, NOR SHALL THE COMMONWEALTH HAVE ANY REMEDY AGAINST THE INITIAL ASSIGNEE OR ANY SUBSEQUENT ASSIGNEE FOR, CONSEQUENTIAL DAMAGES, ANY LOSS OF SAVINGS OR LOSS OF USE.

XI. Governing Law: Severability. All Leases hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, however the parties agree that Article 2A of the Uniform Commercial Code shall not apply or govern transactions under these Terms and Conditions. If any provision of these Terms and Conditions is held to be invalid or unenforceable, all other provisions shall remain in effect. All disputes arising in connection with these Terms and Conditions shall be resolved in accordance with Section 22 of the Standard Contract Terms and Conditions for Department of General Services Statewide Contracts For Supplies (Attachment G of the RFP).

XII. Notices. Service of all notices under these Terms and Conditions shall be sufficient if delivered by hand or overnight courier or mailed to the Commonwealth at the address set forth in the applicable purchase order, or to the contractor or Initial Assignee (if applicable) at the address set forth in its acknowledgment to the purchase order (or any document attached thereto). Notices by mail shall be effective when deposited in the U.S. mail, duly addressed and postage prepaid. Notices delivered by hand or by overnight courier shall be effective when actually received.

XIII. Terms. These Terms and Conditions are in addition to other terms and conditions of RFP CN00006714, except to the extent the contractor assigns a Lease or hereunder to an Initial Assignee, in which case the Initial Assignee shall only be bound to the obligations of the contractor indicated in these Terms and Conditions and shall not be responsible for any additional representations, warranties, covenants or obligations of the contractor as provided by the current terms and conditions of RFP CN00006714. To the extent that there is a conflict between the other terms and conditions of RFP CN00006714 and these Terms and Conditions, these Terms and Conditions shall prevail to the extent that a leasing option is selected by the ordering Commonwealth agency.

EXHIBIT A

Purchase Order No. _______________ dated ____________, 20 __, by and between __________________________ (the contractor) and ______________________ (Commonwealth agency).

ACCEPTANCE CERTIFICATE

The undersigned hereby certifies and represents to, and agrees with, the contractor or its assignee as follows:

1. A unit(s) of the equipment and/or financed item(s) identified on the attached schedule have has been delivered to ____ and accepted on the date indicated below.

2. The Commonwealth agency had conducted such inspection and/or testing of the unit(s) of the equipment and/or financed item(s) as it deems necessary and appropriate and hereby acknowledges that it accepts the such unit(s) of equipment.

3. The Commonwealth agency is not in any event of default as defined in RFP CN00006714 and no event which, with notice or lapse of item, or both, would become an event of default, has occurred and is continuing at the date thereof.

____
(Commonwealth Agency)

By: _________________________________

____
Title

____
Date

EXHIBIT B

DATE: ___________

Ladies and Gentlemen:

As counsel for the Commonwealth of Pennsylvania, Department of General Services, I am familiar with RFP CN00006714 (the "Agreement") dated as of ___________, 20 _____, between _________________________ as the contractor and the Commonwealth of Pennsylvania, including all exhibits and attachments to the Agreement.

Based on the examination of these and such other documents, records, and papers as I deemed to be relevant and necessary as the basis for my opinion set forth below, It is my opinion that as of the date of this opinion:

1. The Commonwealth is authorized to enter into the transaction contemplated by the Agreement and to carry out its obligations thereunder.

2. The Agreement has been duly authorized, executed, and delivered by the Commonwealth and constitutes a legal, valid, and binding agreement enforceable in accordance with its term. Any orders issued by Commonwealth agencies against the Agreement represent legal, valid and binding obligations of the agency that issued the order.

3. No further approval, consent, or withholding of objections is required from any federal, state, or local governmental authority with respect to the entering into or performance by the Commonwealth of the Agreement and the transactions contemplated thereby.

4. The entering into and performance of the Agreement and other related documents will not violate any judgment, order, law, or regulation applicable to the Commonwealth or result in any breach of, or constitute a default under, or result in the creation of, any lien, charge, security interest, or other encumbrance upon any assets of the Commonwealth or the equipment pursuant to any indenture, mortgage, deed or trust, bank loan, credit agreement or other instrument by which the Commonwealth is a party or by which it or its assets may be bound.

5. To the best of my knowledge, there are no actions, suits, or proceedings pending or, to the knowledge of the Commonwealth, threatened against or affecting the Commonwealth, in any court or before any governmental commission board or authority which, if adversely determined, will have a material adverse effect on the ability of the Commonwealth to perform its obligations under the Agreement.

6. All required competitive procurement procedures regarding the award of the Agreement have been followed by the Commonwealth.

Sincerely,

____
Assistant Counsel

Exhibit C

REVISED SOFTWARE LICENSE
TERMS AND CONDITIONS

1. Software License and Scope of Use.

   a. Contractor grants to Commonwealth a nontransferable, nonassignable and nonexclusive license to use the Software, identified in the Schedule of Charges including related material provided with the software. This license grants Commonwealth only a license of use and does not assign or grant any legal or equitable title to any other interest or right in the Software. Commonwealth may not assign, pledge, lease, transfer, license, sublicense or in any way encumber Commonwealth's license of use of this Software or the Software itself.

   b. The license for the Software shall be effective from the acceptance date and shall remain in force, unless terminated by Contractor for failure to comply with any of these terms and conditions, for as long as Commonwealth retains the equipment or Software or until Commonwealth discontinues use of such equipment or Software.

   c. The license granted for use on the hardware and operating system platform set forth in the Software's manuals and documentation is for a single user. This license is limited to the use of the system platform for the processing of data at its authorized location.

   d. If Commonwealth is temporarily unable to use the Software on its system because of conditions beyond the Commonwealth's control, the license may be temporarily transferred to permit Commonwealth to use the software on another system.

   e. Commonwealth may make back up or archival copies of the Software. All such additional copies shall be the property of Contractor. Commonwealth shall maintain appropriate written records of the number and location of all such copies. All terms and conditions stated in these terms and conditions will apply to such copies, but Contractor will have no duty of warranty or to supply other services under these Software License Terms and Conditions regarding the copies. Commonwealth shall reproduce the copyright notices and any other legends of ownership on each copy.

   f. Commonwealth may modify the Software for its own use, and at its own responsibility, to meet specific requirements. Any portion of the Software included in such modification shall be subject to the same limitations and conditions as stated herein. Any modification of the Software by Commonwealth voids the warranty for any affected function of the Software. Contractor shall have all ownership rights to any modification that may be made by Commonwealth, but Contractor hereby grants the same license for use as to these modifications as to the original Software. Further, Contractor will have all ownership rights to Contractor assisted modifications made by Contractor as or when this may be requested by Commonwealth. Commonwealth will not decompile, reverse assemble or otherwise attempt to analyze the Software for the purpose of reverse engineering the Software.

g. License terms for third party products provided by Contractor are as specified in the licensing agreements for each of those products.

2. Warranty of Title

Contractor warrants that it is the owner of the Software, or if not, it has the right to grant a license/sublicense to the Software or is an authorized dealer for the Software. Contractor makes no representations or warranties in regard to title to any third party software.

3. Warranty of Software by Contractor

Contractor warrants that the Software will perform the functions described in the Software's manuals and documentation. Further, Contractor warrants that the Software will be free of all viruses at the time the Software is delivered to Commonwealth. Contractor hereby assigns any and all third party warranties it has for any third party software contained in the Software. The Contractor warrantee shall be for a minimum period of ninety days. Contractor makes no representations or warranties in regard to any third party software.

4. Limitation of Liability

Contractor's liability to Commonwealth under any order issued under this Contract shall be limited to the greater of $100,000 or the value of the order unless otherwise specified in the order. 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 damages for:

a. Bodily injury;

b. Damage to real property or tangible personal property for which the Contractor is legally liable; or

c. Contractor's indemnity of Commonwealth for patent, copyright, trade secret, or trademark protection.

In no event will Contractor be liable for lost profits, lost revenue or lost savings. In no event will the Contractor be liable for damages due to lost records or data. Notwithstanding the foregoing, Contractor shall provide reasonable assistance to Commonwealth in restoring such lost records or data to their most recent backup copy.

5. Patent, Copyright, Trademark, and Trade Secret Protection

Contractor, at its own expense, shall defend any suit or proceeding which may be brought against Commonwealth for the alleged infringement of any United States or foreign patents, copyrights, or trademarks, or for a misappropriation of trade secrets arising out of the use of the Software including all work, services, materials, reports, studies, and computer programs provided by Contractor with the Software, and in any such suit or proceeding will satisfy any final award for such infringement, including costs. This duty to defend is conditioned upon Commonwealth's providing prompt written notice of such a suit or proceeding, full right, authorization, and opportunity to conduct the defense thereof, and full information and all reasonable cooperation for the defense of same. No cost or expense shall be incurred for the account of Contractor without its written consent. If principles of governmental or public law are involved, Commonwealth may participate in, or choose to conduct, in its sole discretion, the defense of any such action. Otherwise, Contractor shall assume primary responsibility for the defense of such action. Contractor shall pay all damages and costs awarded therein against Commonwealth. If information and assistance are furnished by Commonwealth at Contractor's written request, it shall be at Contractor's expense, but the responsibility for such expense shall be only that within Contractor's written authorization. If Commonwealth is Contractor's only customer with an interest in the deliverable and/or service that is the subject of the claim, Contractor shall not enter into any settlement without Commonwealth's written consent, which shall not be unreasonably withheld.

a. If, in Contractor's opinion, the Software, materials, reports, studies, or computer programs furnished with the Software are likely to or do become subject to a claim of infringement of a United States or foreign patent, copyright, or trademark, or for a misappropriation of trade secret, then without diminishing Contractor's obligation to satisfy any final award, Contractor may, at its option, substitute functional equivalents for the alleged infringing Software, materials, reports, studies, or computer programs or, at Contractor's option and expense, obtain the rights for Commonwealth to continue the use of such Software, materials, reports, studies, or computer programs.

b. If the Software, materials, reports, studies, or computer programs provided by 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 Software, materials, reports, studies, or computer programs, replace them with non-infringing items, or modify them so that they are no longer infringing.

c. If Contractor is unable to do any of the preceding, Contractor agrees to pay Commonwealth:

   (1) Any license fee less an amount for the period of usage of any software; and

   (2) Any amounts paid by Commonwealth less a reasonable amount based on the acceptance and use of the deliverable;

   (3) The prorated portion of any service fees representing the time remaining in any period of service for which payment was made.

The obligations of Contractor under this paragraph continue without time limit.

d. Notwithstanding the above, Contractor shall have no obligations for:

   (1) Modification of the product, service, or deliverable provided by Commonwealth;

(2) Any material provided by Commonwealth to Contractor and incorporated into, or used to prepare, the Software, service, or deliverable;

(3) Use of the Software, service, or deliverable in other than its specified operating environment;

(4) The combination, operation, or use of the Software, service, or deliverable with other Software, services, or deliverables not provided by Contractor as a system or the combination, operation, or use of the Software, service, or deliverable, with any Software, data, or apparatus that Contractor did not provide; or

(5) Infringement of a non-Contractor product alone.

e. The obligation to indemnify Commonwealth shall be Contractor's sole and exclusive obligation for the infringement or misappropriation of intellectual property. Third party software will be licensed solely in accordance with their licensing agreements and Contractor makes no representations or warranties in regard to any third party software.

6. Commonwealth Held Harmless

If any third party claims that it has suffered damages to tangible personal property, real property, bodily injury (including death), or any liability arising out of an infringement of a third party's intellectual property rights as set forth in Paragraph 5 above (Patent, Copyright, Trademark, and Trade Secret Protection), the costs, damages and attorney's fees that a court finally awards, provided that:

a. Such damages are due to the intentional acts or omissions or negligence of the Contractor.

b. Commonwealth promptly notifies Contractor in writing of the claim; and

c. Commonwealth allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations.

Notwithstanding the above, if Commonwealth is Contractor's only customer with an interest in the Software, deliverable and/or service that is the subject to the claim, Contractor shall not enter into any settlement without Commonwealth's written consent, which shall not be unreasonably withheld. Third party software will be licensed solely in accordance with their licensing agreements and Contractor makes no representations or warranties in regard to any third party software.

7. Virus, Malicious, Mischievous, or Destructive Programming

Contractor shall be liable for any damage to software owned or licensed by Commonwealth in the event a computer virus, malicious, mischievous, or destructive programming is discovered to have originated from Contractor, its servants, agents, or employees. In the event of destruction or modification of software, Contractor shall eliminate the virus, malicious, mischievous, or destructive programming, restore Commonwealth's software, and be liable to Commonwealth for any resulting damages, subject to the limitations set forth in Paragraph 4 above (Limitation of Liability) of this Contract. Contractor shall have no obligation under this paragraph unless Commonwealth has installed, and agrees to maintain and use, a current version of a virus checking software package. Third party software will be licensed solely in accordance with their licensing agreements and Contractor makes no representations or warranties in regard to any third party software.

8. Termination/Expiration of License Agreement

Commonwealth agrees that upon the termination/expiration of this contract, Commonwealth shall not use the Software licensed under this contract. The Commonwealth shall, within thirty (30) days after the termination/expiration date, return the original and all copies of the Software to Contractor. If the Software has been modified or merged with other computer programs, and it is impractical to separate and return the Software, Commonwealth shall destroy the Software and all copies in its modified or merged state. Commonwealth will certify in writing that the Software and all copies have been destroyed within thirty (30) days of the termination/expiration of the contract.

9. Software Support Services

a. During the term of the contract, Contractor will provide Commonwealth with the following support services for the Software.

1. Corrections of defects in the Software so that the Software performs the functions described in the Software's manuals and documentation.

2. Periodic updates, corrections, fixes, and enhancements to the Software that are provided by the Contractor to its other customers at no charge.

3. Telephone support services during normal business hours, excluding federal and Commonwealth holidays.

4. Training to Commonwealth employees in order for the employees to satisfactorily implement changes in the Software as telephone support is given.

b. Services Not Included.

1. Customized Program Services to the Software.

2. On site support.

3. Training and related expenses (except as above stated).

4. Hardware and related supplies.

5. Support for non-Contractor owned or licensed software.

6. Moving, relocating, or reinstalling Software.

c. Contractor will provide customized program services as may be mutually agreed to by Contractor and the Commonwealth. The desired services will be described in detail, and the fee for the services will be in writing and signed by both parties, prior to the initiation of such services by Contractor. The prices for the services will not exceed the rates on Contractor's published price lists for similar services to other customers.

d. Commonwealth Duties

(1) Commonwealth will install all corrections of defects, fixes, updates and enhancements for the Software in accordance with the instructions from the Contractor.

(2) Commonwealth will consult with Contractor with changes to the system's or equipment's configuration prior to an installation's implementation to assure its compliance with operating instructions. Contractor will warrant Software's workability, if this procedure is followed. Third party software will be licensed solely in accordance with their licensing agreements and Contractor makes no representations or warranties in regard to any third party software.

(3) Commonwealth agrees to perform regularly scheduled maintenance of the equipment.

(4) Commonwealth will comply with the terms and conditions of third party licensing agreements concerning the use of third party software.

10. Confidentiality of Software and Documentation

Commonwealth acknowledges that the Software, documentation and third party products, if any, are unique and proprietary. Commonwealth agrees to comply and follow all of the procedures and safeguards that the Commonwealth uses to protect and keep confidential all of its own confidential materials.

11. Security Interest

Commonwealth hereby grants Contractor a security interest in the Software licensed by Contractor. Commonwealth agrees to execute documents necessary for Contractor to perfect its security interest. All fees incurred to perfect the security interest will be the Contractor's to bear/pay.

Manufacturer's Maintenance Requirements for all Lots

Lot 1: Servers-Warranty Maintenance

Procurement Method	Maintenance Term[1]	Type of Maintenance	PPM included in Base Config.	PPM Options[2]
Lease (36-month)[3]	3 years	Onsite	NMC, 9x5x4x9	SMC, 12X6X3X6 or MC, 24x7x2x4
Purchase	3 years	Onsite	NMC, 9x5x4x9	SMC, 12X6X3X6 or MC, 24x7x2x4

Lot 2: Storage-Warranty Maintenance

Procurement Method	Maintenance Term[1]	Type of Maintenance	PPM included in Base Config.	PPM Options[2]
Lease (36-month)	3 years	Onsite	MC, 24x7x2x4	NMC, 9x5x4x9 or SMC, 12X6X3X6
Purchase	3 years	Onsite	MC, 24x7x2x4	NMC, 9x5x4x9 or SMC, 12X6X3X6

Lot 3: Server/Storage Furniture-Warranty Maintenance

Procurement Method	Maintenance Term	Type of Maintenance	PPM included in Base Config.	PPM Options[2]
Purchase	Limited Lifetime	Onsite	NMC, 9x5x4x9	None

Post Warranty Maintenance Services: The standard post-warranty service level required on manufacturer products available under this contract will include a standard PPM of 24 hours x 7 day x 4 hr response time. No solution time objective applies to the standard level of post-warranty maintenance services. This does not preclude higher service levels or solution times being specifically requested and quoted.

Exception to Liquidated Damages: Liquidated damages do not apply to "preventative" service requests placed by automated diagnostic "director" type software that anticipates failures, prior to any actual failure occurring. Liquidated damages only apply when service requests are placed for equipment actually experiencing a failure or outage.

Definition of Terms

Term	Definition of Term
Base Configuration	The base configurations of IT Hardware, as detailed in Attachment D – Mandatory Specifications. The base configurations do not include any option items.
Maintenance	Maintenance includes, but is not limited to: problem diagnosis, fault

[1] The maintenance term for leased hardware only may be extended for 1 or 2 year extensions if the lease term is extended.
[2] Please reference Attachment D – Mandatory Specifications for additional details on the Option Items available.
[3] All leased equipment is leased for a 36-month period; includes all TCO components.

	isolation, fault repair, validation of repair, system validation and certification.
PPM	The Principal Period of Maintenance (PPM) is defined as the coverage timeframes in days and hours, during which the service provider agrees to respond to trouble calls.
NMC	Not Mission Critical (NMC) indicates 9X5X4X9 coverage. This is coverage 9 hours per day (9 a.m.-5 p.m.), 5 days per week (Mon thru Fri), 4 hour response time, and 9 hour solution time, holidays excluded.
SMC	Semi-Mission Critical (SMC) indicates 12X6X3X6 coverage. This is coverage 12 hours per day (6 a.m.-6 p.m.), 6 days per week (Mon thru Sat), 3 hour response time, and 6 hour solution time, holidays included.
MC	Mission Critical (MC) indicates 24X7X2X4 coverage. This is coverage 24 hours per day, 7 days per week, 2 hour response time, and 4 hour solution time, holidays included.
Limited Lifetime	Guarantees all enclosures and components from manufacturer's date of Substantial Completion for the period of time the original purchaser owns the product.
Response Time	Response time begins when the trouble call is made and ends when a service technician shows up on-site. Telephonic troubleshooting is only a partial response. Although the vendor may direct the customer through troubleshooting procedures during the initial phone call, this does not qualify as a complete response, unless the trouble is corrected through these verbal instructions. The vendor may then (and only then) count a verbal response as a complete response. In all other cases, the service technician must physically appear on-site to be considered a response.
Solution Time	Solution Time is the total elapsed time from when a call is placed to the Contractor's Dispatching Center for maintenance service until the repair is completed by the service technician and the equipment is certified as operable and accepted by the Commonwealth. Solution time includes both the Response Time and the Repair Time.
Response Failure	A Response Failure occurs when the Contractor fails to repair or replace (with a functional replacement) a problem computer, within the appropriate Solution Time.

Expectations for Contractors Regarding Warranty

A. Contractor shall provide the Commonwealth Agency with a complete set of warranty documents.

B. Contractor warrants that the equipment is new and unused, and when installed, shall be free from defects in material or workmanship.

C. Contractor further warrants that, under normal use and service, the equipment shall remain in satisfactory operating condition.

D. Contractor's warranties, with respect to equipment or services may not be changed, modified, or amended, except by an instrument in writing.

E. Contractor warrants that the installation services will be of the highest quality and workmanship, and, if applicable, performed by tradespersons certified by the manufacturer(s) as trained and qualified installers. Contractor shall provide the Commonwealth with proof of installers' certification upon request.

REVISED STANDARD CONTRACT TERMS AND CONDITIONS FOR DEPARTMENT OF GENERAL SERVICES STATEWIDE CONTRACTS FOR SUPPLIES

1. TERM OF CONTRACT

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 date the Contract has been fully executed by the Contractor and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained or b) the date referenced in the Special Contract Terms and, Conditions and whichever is later. The Contract shall not be a legally binding contract until after the fully-executed Contract has been sent to the Contractor.

The fully executed Contract shall not contain "ink" signatures by the Commonwealth. The contractor understands and agrees that the receipt of an electronically-printed Contract with the printed name of the Commonwealth purchasing agent constitutes a binding, valid contract with the Commonwealth. The printed name of the purchasing agent on the Contract represents the signature of that individual who is authorized to bind the Commonwealth to the obligations contained in the Contract. The printed name also represents that all approvals required by Commonwealth contracting procedures have been obtained.

The Contractor shall not start performance until all of the following have occurred: a. the Effective Date has arrived; b. the Contractor has received a copy of the fully-executed Contract; and c. the Contractor has received a purchase order from a Commonwealth agency. The Commonwealth shall not be liable to pay the Contractor for any supply furnished or work performed or expenses incurred before the Effective Date or before the Contractor receives a copy of the fully-executed Contract or before the Contractor has received a purchase order. Except as otherwise provided in Paragraph 3, 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 Commonwealth reserves the right, upon notice to the Contractor, to extend the term of the Contract, or any part of the Contract, for up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in Contract coverage and only for the time necessary, up to three (3) months, to enter into a new Contract.

2. 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 or portion thereof, contracts only and agrees to purchase only in such quantities as represent the actual requirements of the Commonwealth. The Commonwealth reserves the right to purchase items covered under the Contract through a separate procurement procedure, whenever the Department of General Services deems it to be in the best interest of the Commonwealth.

3. 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. Contractors are not permitted to accept purchase orders which require performance extended beyond those performance time periods specified in the Contract but in no event longer than ninety (90) days after the expiration date of the Contract period. Each purchase order will be deemed to incorporate the terms and conditions set forth in the Contract.

Purchase orders will not include an "ink" signature by the Commonwealth. 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:

a. No handwritten signature shall be required in order for the purchase order to be legally enforceable.

b. Upon receipt of an order, the Contractor shall promptly and properly transmit an acknowledgement in return. Any order which is issued electronically shall not give rise to any obligation to deliver on the part of the Contractor, or any obligation to receive and pay for delivered products on the part of the Commonwealth agency, unless and until the Commonwealth agency transmitting the order has properly received an acknowledgement.

c. The parties agree that no writing shall be required in order to make the order legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine 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 genuine 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 genuine purchase orders or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the 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.

d. 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 three thousand dollars ($3,000) in total amount may also be made in person or by telephone using a Commonwealth Procurement VISA 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 Procurement VISA card.

4. INDEPENDENT CONTRACTOR

In performing the obligations required by the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth.

5. 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.

6. ENVIRONMENTAL PROVISIONS

In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

7. 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 in Exhibits A-1 through A-8 to these Standard Contract Terms and Conditions.

8. COMPENSATION/INVOICES

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

Unless otherwise specified or unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Contractor shall send an invoice itemized by contract line item to the address referenced on the purchase order promptly after the item(s) are delivered. The invoice should include only amounts due under the purchase order. The purchase order number must be included on all invoices.

9. PAYMENT

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

b. The Commonwealth shall have the option of using the Commonwealth Purchasing Card to make purchases under the Contract. The Commonwealth 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.

10. 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. 2374001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this paragraph is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

11. WARRANTY

The Contractor warrants that all item(s) furnished by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials and conforms to its specifications. The Contractor shall pass through to the Commonwealth the manufacturer's warranty for all parts or supplies provided under the Contract. The Contractor shall correct any problem with the service and/or replace any defective part with a part of equivalent or superior quality without any additional cost to the Commonwealth. The Contractor warrants that it will perform contracted services using reasonable care and skill and according to the statement of work (including any completion criteria) contained in this Contract and any order issued against this Contract. These warranties, as well as any other express warranties set forth in the RFP, the Contractor's proposal or any special conditions are the Commonwealth's exclusive warranties and replace all other warranties, express or implied, including, but not limited to, the implied warranties or conditions of merchantability and fitness for a particular purpose.

12. DELIVERY

All item(s) shall be delivered F.O.B. Destination. The Contractor agrees to bear the risk of loss, injury, or destruction of the item(s) ordered prior to receipt of the items by the Commonwealth. Such loss, injury, or destruction shall not release the Contractor from any contractual obligations. Except as otherwise provided in Paragraph 20, all item(s) must be delivered within the time period specified on the contract purchase order. Time is of the essence and, in addition to any other remedies, the contract purchase order is subject to termination for failure to deliver as specified. Unless otherwise stated by the Contractor in its Bid or indicated in the Special Contract Terms and Conditions, delivery must be made within thirty (30) days after award of the Contract Purchase Order.

13. PATENT, COPYRIGHT, AND TRADEMARK INDEMNITY

The Contractor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of the item(s) or the process provided or used in the performance of the purchase order which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report document or other material provided to the Commonwealth under the purchase order. The Contractor shall defend any suit or proceeding brought against the Commonwealth on account of any alleged patent, copyright or trademark infringement in the United States of the item(s) provided or used in the performance of the Contract. This is upon condition that the Commonwealth shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same. As principles of governmental or public law are involved, the Commonwealth may participate in or choose to conduct, in its sole discretion, the defense of any such action. Notwithstanding the above, the Commonwealth may at its sole discretion, allow Contractor to control, and cooperate with Contractor in, the defense and related settlement negotiations. If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization.

The Contractor shall indemnify and hold the Commonwealth harmless from all damages, costs, and expenses, including attorney's fees that the Contractor or the Commonwealth may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any item(s) provided or used in the performance of the purchase order. If any of the item(s) provided by the Contractor are held in such suit or proceeding to constitute infringement and the use is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to continue use of such infringement item(s), replace them with noninfringement equal performance item(s) or modify them so that they are no longer infringing. If the Contractor is unable to do any of the preceding, the Contractor agrees to remove all the equipment or software which is obtained contemporaneously with the infringing item(s), or, at the option of the Commonwealth, only those items of equipment or software which are held to be infringing, and to pay the Commonwealth: 1) any amounts paid by the Commonwealth towards the item(s) of the product, less straight line depreciation; 2) any license fee paid by the Commonwealth for the use of any software, less a reasonable amount for the period of usage; and 3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance paid for. The obligations of the Contractor under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of the Contractor without its written consent. These are the Contractor's entire obligation to you regarding any claim of infringement.

14. OWNERSHIP RIGHTS

The Commonwealth shall within its Enterprise, have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to the Commonwealth in which the Contractor or third parties have all right, title, and interest (including ownership of copyright) as part of the performance of the Contract. The parties agree to reproduce the copyright notice and any other legend of ownership on any copies made under the licenses granted in this section. Third party software is licensed solely in accordance with third party licensing agreements.

15. 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 the Contract.

16. HOLD HARMLESS PROVISION

If any third party claims that it has suffered damages to tangible personal property, real property, bodily injury (including death), or any liability arising out of an infringement of a third party's intellectual property rights as set forth in Section 13 (PATENT, COPYRIGHT, AND TRADEMARK INDEMNITY) of this Contract, the Contractor shall hold the Commonwealth harmless against that claim at the Contractor's expense and pay all costs, damages, and attorney's fees that a court finally awards, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act 71 P.S. §732-101, et seq. the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion 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.

Notwithstanding the above, the Contractor shall not enter into any settlement without the Commonwealth's written consent, which shall not be unreasonable withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

17. 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.

18. INSPECTION AND REJECTION

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

19. DEFAULT

a. A party may, subject to the provisions of Paragraph 20, Force Majeure, and in addition to its other rights under the Contract, terminate this Contract or any purchase order in whole or in part by providing written notice of default to the other party if the other party materially fails to perform its obligations under a purchase order and does not cure such failure within the time specified in the purchase order, if no time specified in the purchase order, within thirty (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 aggrieved party may specify in writing) after receipt of written notice from the aggrieved party specifying such failure. For purchase orders, the Contact Person shall provide any notice of default or written cure notice for the issuing Agency. The issuing agency is authorized to terminate only a purchase order issued by the agency pursuant to this Contract. Termination of a purchase order for default shall not affect work on other purchase orders under which the party is not in default. The Contracting Officer shall provide any notice of default for any of the following reasons:

1) Failure to deliver the awarded item(s) within the time specified in the Contract or contract purchase order or as otherwise specified;

2) Improper delivery;

3) Failure to provide an item(s) which is in conformance with the specifications referenced in the Invitation For Bids;

4) Delivery of a defective item;

5) Failure or refusal to remove and replace any item(s) rejected as defective or nonconforming within fifteen (15) days after notification;

6) Insolvency or bankruptcy;

7) Assignment made for the benefit of creditors;

8) Failure to protect, to repair, or to make good any damage or injury to property; or

9) Breach of any provision of this Contract.

b. In the event, subject to the Limitation of Liability Section IV-7 of the Special Terms and Conditions, the Commonwealth terminates this Contract in whole or in part as provided in Subparagraph a. above, the Commonwealth may procure, upon such terms and in such manner as it determines, on item(s) 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 item(s) included within the terminated part of the Contract.

c. If the Contract is terminated in whole or in part as provided in Subparagraph a. above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Department of General Services, such partially manufactured or delivered item(s) as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract as has been terminated. Except as provided below, payment for any partially manufactured or delivered item(s) accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and the Commonwealth. The Commonwealth may withhold from amounts otherwise due the Contractor for such partially manufactured or delivered item(s), such sum as the Commonwealth determines to be necessary to protect the Commonwealth against loss.

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

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

f. Following exhaustion of the Contractor's administrative remedies as set forth in Paragraph 22, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

20. 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 either to cancel the Contract 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.

21. TERMINATION PROVISIONS

The Commonwealth has the right to terminate this Contract for <u>any</u> of the following reasons. Termination shall be effective upon written notice to the Contractor.

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

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

c. **TERMINATION FOR CAUSE**: The parties shall have the right to terminate the Contract for default under Paragraph 19, Default, upon written notice to the parties. The parties shall also have the right, upon written notice to the other party, to terminate the Contract or a purchase order for other cause as specified in this Contract or by law. If it is later determined that the Commonwealth erred in terminating the Contract or a contract purchase order for cause, then, at the Commonwealth's discretion, the Contract shall be deemed to have been terminated for convenience under the Subparagraph 21.a.

22. CONTRACT CONTROVERSIES

a. In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum.

b. 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.

23. ASSIGNABILITY AND SUBCONTRACTING

a. Subject to the terms and conditions of this Paragraph 23, the Contract shall be binding upon the parties and their respective successors and assigns.

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

c. The Contractor may not assign, in whole or in part, the Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Department of General Services, which consent may be withheld at the sole and absolute discretion of the Department of General Services.

d. Notwithstanding the foregoing, the Contractor may, without the consent of the Department of General Services, assign its rights to payment to be received under the Contract or a contract purchase order, provided that the Contractor provides written notice of such assignment to the Buyer and the ordering Commonwealth agency together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of the Contract.

e. For the purposes of the 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 Department of General Services 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 Buyer written notice of any such change of name.

24. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

During the term of the Contract, Contractor agrees as follows:

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

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

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

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

e. The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the contracting officer and the Department of General Services' Bureau of Contract Administration and Business Development for purposes of investigation to ascertain compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting officer or the Bureau of Contract Administration and Business Development.

f. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.

g. 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.

25. CONTRACTOR INTEGRITY PROVISIONS

a. For purposes of this clause only, the words "confidential information," "consent," "contractor," "financial interest," and "gratuity" shall have the following definitions.

1) **Confidential information** means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth.

2) **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 execution of this agreement.

3) **Contractor** means the individual or entity that has entered into the Contract with the Commonwealth, including directors, officers, partners, managers, key employees and owners of more than a five percent interest.

4) **Financial interest** means:

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

b) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.

5) **Gratuity** means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

b. The Contractor shall maintain the highest standards of integrity in the performance of the Contract and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.

c. The Contractor shall not disclose to others any confidential information gained by virtue of the Contract.

d. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly, or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Commonwealth.

e. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Commonwealth.

f. Except with the consent of the Commonwealth, neither the Contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under the Contract except as provided therein.

g. Except with the consent of the Commonwealth, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.

h. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.

i. The Contractor, by execution of the Contract and by the submission of any bills or invoices for payment pursuant thereto, certifies, and represents that he or she has not violated any of these provisions.

j. The Contractor, upon the inquiry or request of the Inspector General of the Commonwealth or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the Contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents or files of any type or form which refers to or concern the Contract. Such information shall be retained by the Contractor for a period of three years beyond the termination of the Contract unless otherwise provided by law.

k. For violation of any of the above provisions, the Commonwealth may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another Contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse 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.

26. CONTRACTOR RESPONSIBILITY PROVISIONS

a. The Contractor certifies, for itself and all its subcontractors, that as of the date of its execution of the 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, a written explanation of why such certification cannot be made.

b. The Contractor must also certify, in writing, that as of the date of its execution of the bid/contract, it has no tax liabilities or other Commonwealth obligations.

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 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, which 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.state.pa.us/or contacting the:

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

27. 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 subparagraph a above.

28. HAZARDOUS SUBSTANCES

The Contractor shall provide information to the Commonwealth about the identity and hazards of hazardous substances supplied or used by the Contractor in the performance of the Contract. The Contractor must comply with Act 159 of October 5, 1984, known as the "Worker and Community Right to Know Act" (the "Act") and the regulations promulgated pursuant thereto at 4 Pa. Code Section 301.1 et seq.

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

1) Hazardous substances:

a) The chemical name or common name,

b) A hazard warning, and

c) The name, address, and telephone number of the manufacturer.

2) Hazardous mixtures:

a) The common name, but if none exists, then the trade name,

b) The chemical or common name of special hazardous substances comprising .01% or more of the mixture,

c) The chemical or common name of hazardous substances consisting 1.0% or more of the mixture,

d) A hazard warning, and

e) The name, address, and telephone number of the manufacturer.

3) Single chemicals:

a) The chemical name or the common name,

b) A hazard warning, if appropriate, and

c) The name, address, and telephone number of the manufacturer.

4) Chemical Mixtures:

a) The common name, but if none exists, then the trade name,

b) A hazard warning, if appropriate,

c) The name, address, and telephone number of the manufacturer, and

d) The chemical name or common name of either the top five substances by volume or those substances consisting of 5.0% or more of the mixture.

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

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

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

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

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

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

29. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract purchase order 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 purchase order 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.

30. APPLICABLE LAW

The 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.

31. INTEGRATION

The RFQ - Invitation For Bids form and the Contract form, including all documents referenced on the forms, as well as the purchase orders constitute 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 is 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 or by a change order signed by the Commonwealth. All such amendments and change orders will be made using the appropriate Commonwealth form.

32. CHANGE ORDERS

The Commonwealth reserves the right to issue change orders 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 supply within the scope of the Contract; 3) to exercise an option to purchase or early payment option; 4) to notify the Contractor that the Commonwealth is exercising any Contract renewal or extension option; or 5) 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 order shall be in writing signed by: a. the contracting officer shown on the Contract form, or b. the agency contracting officer for changes to purchase orders. The change order shall be effective as of the date appearing on the change order, unless the change order specifies a later effective date. Such increases, decreases, changes, modifications or exercises of purchase options 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 supply in accordance with the change order. Any dispute by the Contractor in regard to the performance required under any change order shall be handled through Paragraph 22, “Contract Controversies”.

For purposes of this Contract, “change order” is defined as a written order signed by the Department of General Services contracting officer (or agency contracting officer for changes to purchase orders) directing the Contractor to make changes authorized under this clause.

EXHIBIT A-1
CONSTRUCTION PRODUCTS
RECYCLED CONTENT

(A) **REQUIREMENT**

All construction products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Construction Products	Material	% of Post-Consumer Materials	% of Total Recovered Materials
Structural Fiberboard	Recovered Materials	-	80
Laminated Paperboard	Post-consumer Paper	100	-
Rock Wool Insulation	Slag	-	75
Fiberglass Insulation	Glass Cullet	-	20
Cellulose Insulation (loose-fill and spray-on)	Post-consumer Paper	75	-
Perlite Composite Board Insulation	Post-consumer Paper	23	-
Plastic Rigid Foam, Polyisocyanurate/ Polyurethane: Rigid Foam Insulation	Recovered Material	-	9
Foam-in-Place Insulation	Recovered Material	-	5
Glass Fiber Reinforced Insulation	Recovered Material	-	6
Phenolic Rigid Foam Insulation	Recovered Material	-	5
Floor Tiles (heavy duty/commercial use)	Rubber Plastic	90 -	- 90
Patio Blocks	Rubber or Rubber Blends Plastic or Plastic Blends	90 -	- 90
Polyester Carpet Fiber Face	Polyethylene terephthalate (PET) resin	25	-
Latex Paint: --Consolidated[1] --Reprocessed[2] -----White, Off-White, Pastel Colors -----Grey, Brown, Earthtones, and Other Dark Colors	 Recovered Material Recovered Material Recovered Material	 100 20 50	 - - -
Shower and Restroom Dividers/Partitions:	Plastic Steel[4]	20 16 67	- 9 33
Carpet Cushion: --Bonded Polyurethane --Jute --Synthetic Fibers --Rubber	 Old Carpet Cushion Burlap Carpet Fabrication Scrap Tire Rubber	 15 40 - 60	 - - 100 -
Railroad Grade Crossing Surfaces --Concrete --Rubber[3] --Steel[4]	 Coal Fly Ash Tire Rubber Steel	 - - 16 67	 15 85 9 33

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed it life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

[1] Consolidated latex paint used for covering graffiti, where color and consistency of performance are not primary concerns.
[2] Reprocessed latex paint used for interior and exterior architectural applications such as wallboard, ceiling, and trim; gutterboards; and concrete, stucco, masonry, wood, and metal surfaces.

[3]The recommended recovered materials content for rubber railroad grade crossing surfaces are based on the weight of the raw materials, exclusive of any additives such as binders or additives
[4] The recommended recovered materials content levels for steel in this table reflect the fact that the designated items can be made from steel manufactured from either a Basic Oxygen Furnace (BOF) or an Electric Arc Furnace (EAF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel. Steel from the EAF process contains a total of 100% recovered steel, of which 67% is post-consumer.

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the construction product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/MIll Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the construction product(s), to provide the Commonwealth with documentary evidence that the construction product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

EXHIBIT A-2
VEHICULAR PRODUCTS
RECYCLED CONTENT

(A) **REQUIREMENT**

All vehicular products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Vehicular Product	Requirements
Re-Refined Oil	25% re-refined oil base stock for engine lubricating oils, hydraulic fluids, and gear oils.

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

"Re-refined oil" is oil that is manufactured with a minimum of twenty-five percent basestock made from used oil that has been recovered and processed to make it reusable as oil. Once the oil has been refined, no difference can be detected between re-refined and virgin oil.

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the vehicular product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE REFERENCED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the vehicular product(s), to provide the Commonwealth with documentary evidence that the vehicular product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

EXHIBIT A-3
PAPER PRODUCTS
RECYCLED CONTENT

(A) **REQUIREMENT**

All paper offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer content as shown below for the applicable products:

Item	Notes	Post-Consumer Content (%)
Printing and Writing Papers		
Reprographic	Business papers such as bond, electrostatic, copy, mimeo, duplicator and reproduction	30
Offset	Used for book publishing, commercial printing, direct mail, technical documents, and manuals	30
Tablet	Office paper such as note pads and notebooks	30
Forms bond	Bond type papers used for business forms such as continuous, cash register, sales book, unit sets, and computer printout, excluding carbonless	30
Envelope	Wove Kraft, white and colored (including manila) Kraft, unbleached Excludes custom envelopes	30 10 10
Cotton fiber	High-quality papers used for stationery, invitations, currency, ledgers, maps, and other specialty items	30
Text and cover	Premium papers used for cover stock, books, and stationery and matching envelopes	30
Supercalendered	Groundwood paper used for advertising and mail order inserts, catalogs, and some magazines	10
Machine finished groundwood	Groundwood paper used in magazines and catalogs	10
Papeteries	Used for invitations and greeting cards	30
Check safety	Used in the manufacture of commercial and government checks	10
Coated	Used for annual reports, posters, brochures, and magazines. Have gloss, dull, or matte finishes	10
Carbonless	Used for multiple-impact copy forms	30
File folders	Manila or colored	30
Dyed filing products	Used for multicolored hanging folders and wallet files	20
Index and card stock	Used for index cards and postcards	20
Pressboard	High-strength paperboard used in binders and report covers	20

Tags and tickets	Used for toll and lottery tickets, licenses, and identification and tabulating cards	20
Newsprint		
Newsprint	Groundwood paper used in newspapers	20
Commercial Sanitary Tissue Products		
Bathroom tissue	Used in rolls or sheets	20
Paper towels	Used in rolls or sheets	40
Paper napkins	Used in food service applications	30
Facial tissue	Used for personal care	10
General-purpose industrial wipers	Used in cleaning and wiping applications	40
Paperboard and Packaging Products		
Corrugated containers (<300 psi) (300 psi)	Used for packaging and shipping a variety of goods	 25 25
Solid fiber boxes	Used for specialized packaging needs such as dynamite packaging and army ration boxes	40
Folding cartons	Used to package a wide variety of foods, household products, cosmetics, pharmaceuticals, detergent, and hardware	40
Industrial paperboard	Used to create tubes, cores, cans and drums	45
Miscellaneous	Includes “chipboard” pad backings, book covers, covered binders, mailing tubes, game boards, and puzzles	75
Padded mailers	Made from kraft paper that is usually brown but can be bleached white	5
Carrierboard	A type of folding carton designed for multipack beverage cartons	10
Brown papers	Used for bags and wrapping paper	5
Miscellaneous Paper Products		
Tray liners	Used to line food service trays. Often contain printed information.	50

“Post-consumer” content is “material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed it life as a consumer item. Post-consumer content is part of the broader category of recovered material.”

The Commonwealth of Pennsylvania recognizes that paper products are universally made with scrap material recovered from the manufacturing process; use of such materials is a standard practice, both efficient and economical for the paper maker; therefore, bidders of paper products need not certify that their products are made with “pre-consumer,” “recovered.” or “secondary” paper fiber.

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the paper product(s) which the bidder is offering contains the required minimum percentage of post-consumer content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a mill certification must be completed and signed by the mill before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the paper product(s), to provide the Commonwealth with documentary evidence that the paper product(s) were in fact produced with the required minimum percentage of post-consumer content.

EXHIBIT A-4
LANDSCAPING PRODUCTS
RECYCLED CONTENT

(A) **REQUIREMENT**

All landscaping products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Landscaping Products	Recovered Material Content
Hydraulic Mulch: ------Paper ------Wood/Paper	 100% (post-consumer) 100% (total)
Compost Made From Yard Trimmings and/or Food Waste	Purchase or use compost made from yard trimmings, leaves, grass clippings and/or food wastes for applications such as landscaping, seeding of grass or other plants, as nutritious mulch under trees and shrubs, and in erosion control and soil reclamation. DGS further recommends implementing a composting system for these materials when agencies have an adequate volume and sufficient space.
Garden Hose: ------Rubber and/or Plastic Soaker Hose: ------Rubber and/or Plastic	 60% (post-consumer) 60% (post-consumer)
Lawn and Garden Edging: ------Rubber and/or Plastic	 30% (post-consumer)/30-100% (total)
Landscaping Timber and Posts: ------HDPE ------Mixed Plastics/Sawdust ------HDPE/Fiberglass ------Other mixed Resins	 25% (post-consumer) + 50% (recovered) 50% (post-consumer) + 50% (recovered) 75% (post-consumer) + 20% (recovered) 50% (post-consumer) + 45% (recovered)

“Post-consumer” material is “material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed it life as a consumer item. Post-consumer material is part of the broader category of recovered material.”

“Recovered Materials” refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

(B) **BIDDER’S CERTIFICATION**

Bidder certifies that the landscaping product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the landscaping product(s), to provide the Commonwealth with documentary evidence that the landscaping product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

EXHIBIT A-5
MISCELLANEOUS PRODUCTS
RECYCLED CONTENT

(A) **REQUIREMENT**

All miscellaneous products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Miscellaneous Products	**Recovered Material Content**
Awards and Plaques	
----------Glass	75% (post-consumer) + 25% (recovered)
----------Wood	100% (total)
----------Paper	40% (post-consumer)
----------Plastic and Plastic/Wood Composites	50% (post-consumer) + 45% (recovered)
Industrial Drums	
----------Steel[1]	16% (post-consumer) + 9% (recovered)
----------Plastic (HDPE)	30% (post-consumer)
----------Fiber (paper)	100% (post-consumer)
Mats	
---------Rubber	75% (post-consumer) +10% (recovered)
---------Plastic	10% (post-consumer) + 90% (recovered)
---------Rubber/Plastic Composite	100% (post-consumer)
Pallets	
---------Wood	95% (post-consumer)
---------Plastic	100% (post-consumer)
---------Thermoformed	25% (post-consumer)
---------Paperboard	50% (post-consumer)
Signage	
---------Plastic	80% (post-consumer)
---------Aluminum	25% (post-consumer)
---------Plastic Sign Posts/Supports	80% (post-consumer)
---------Steel Sign Posts/Supports[2]	16% (post-consumer) + 9% (recovered)
	67% (post-consumer) + 33% (recovered)
Sorbents	
---------Paper	90% (post-consumer) +10% (recovered)
---------Textiles	95% (post-consumer)
---------Plastics	25% (total)
---------Wood[3]	100% (total)
---------Other Organics/Multimaterials[4]	100% (total)
Manual-Grade Strapping	
----------Polyester	50% (post-consumer)
----------Polypropylene	10% (total)
----------Steel[2]	16% (post-consumer) +9% (recovered)
	67% (post-consumer) +33% (recovered)

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed it life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

[1]Steel used in steel drums is manufactured using the Basic Oxygen Furnace (BOF) process, which contains 25-30% total recovered material, of which 16% is post-consumer steel. Steel used in manual-grade strapping is manufactured using either the BOF process or the Electric Arc Furnace (EAF) process, which contains 100% total recovered materials, of which 67% is post-consumer steel.
[2] The recommended recovered materials content levels for steel in this table reflect the fact that the designated items can be made from steel manufactured in either a Basic Oxygen Furnace (BOF) or an Electric Arc Furnace (EAF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel. Steel from the EAF process contains a total of 100% recovered steel, of which 67% is post-consumer.
[3] "Wood" includes materials such as sawdust and lumber mill trimmings.
[4] Examples of other organics include, but are not limited to, peanut hulls and corn stover. An example of multimaterial sorbents would include, but not be limited to, a polymer and cellulose fiber combination.
[2] The recommended recovered materials content levels for steel in this table reflect the fact that the designated items can be made from steel manufactured in either a Basic Oxygen Furnace (BOF) or an Electric Arc Furnace (EAF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel. Steel from the EAF process contains a total of 100% recovered steel, of which 67% is post-consumer.

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the miscellaneous product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the miscellaneous product(s), to provide the Commonwealth with documentary evidence that the miscellaneous product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

EXHIBIT A-6
NONPAPER OFFICE PRODUCTS
RECYCLED CONTENT

(A) **REQUIREMENT**

All nonpaper office products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Nonpaper Office Product	Recovered Material Content
Recycling Containers and Waste Receptacles: ----------Plastic ----------Steel[1] ----------Paper ------------Corrugated ------------Solid Fiber Boxes ------------Industrial Paperboard	 20% (post-consumer) 16% (post-consumer) +9% (recovered) 25% (post-consumer) 40% (post-consumer) 40% (post-consumer) + 60% (recovered)
Plastic Desktop Accessories (polystyrene) including desk organizers, sorters, and trays, and memo, note, and pencil holders.	25% (post-consumer)
Binders: ----------Plastic-Covered ----------Paper-Covered ----------Pressboard ----------Solid Plastic ------------HDPE ------------PE ------------PET ------------Misc. Plastics	 25% 75% (post-consumer) +15% (recovered) 20% (post-consumer) + 30% (recovered) 90% (post-consumer) 30% (post-consumer) 100% (post-consumer) 80% (post-consumer)
Trash Bags (plastic)	10% (post-consumer)
Toner Cartridges	Return used toner cartridges for remanufacturing and reuse or purchase a remanufactured or recycled-content replacement cartridge.
Printer Ribbons	Procure printer ribbon reinking or reloading services or procure reinked or reloaded printer ribbons.
Plastic Envelopes	25% (post-consumer)
Plastic Clipboards: ------------HDPE ------------PS ------------Misc. Plastics	 90% (post-consumer) 50% (post-consumer) 15% (post-consumer)
Plastic File Folders ------------HDPE	 90% (post-consumer)
Plastic Clip Portfolios ------------HDPE	 90% (post-consumer)
Plastic Presentation Folders ------------HDPE	 90% (post-consumer)

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed it life as a consumer item. Post-consumer material is part of the broader category of recovered material."

[1] The recommended recovered materials content levels for steel in this table reflect the fact that the designated item is made from steel manufactured from in a Basic Oxygen Furnace (BOF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel.

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the nonpaper office products which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED *MANUFACTURER/MILL* CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the paper, to provide the Commonwealth with documentary evidence that the nonpaper office product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

EXHIBIT A-7
PARK & RECREATION PRODUCTS
RECYCLED CONTENT

(A) **REQUIREMENT**

All park and recreation products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Park & Recreation Product	Recovered Material Content[1]
Park Benches & Picnic Tables: **-----Plastic[2]** **-----Plastic Composites** **-----Aluminum** **-----Concrete** **-----Steel[3]**	 **90% (post-consumer) + 10% (recovered)** **50% (post-consumer) + 50% (recovered)** **25% (post-consumer)** **15% (total)** **16% (post-consumer) + 9% (recovered)** **67% (post-consumer) + 33% (recovered)**
Plastic Fencing for Specified Uses[4]	**60% (post-consumer) + 30% (recovered)**
Playground Equipment **-----Plastic[3]** **-----Plastic Composites** **-----Steel[4]** **-----Aluminum**	 **90% (post-consumer) + 10% (recovered)** **50% (post-consumer) + 45% (recovered)** **16% (post-consumer) + 9% (recovered)** **67% (post-consumer) + 33% (recovered)** **25% (post-consumer)**
Playground Surfaces: **-----Plastic or Rubber**	 **90% (post-consumer)**
Running Tracks: **-----Plastic or Rubber**	 **90% (post-consumer)**

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed it life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the park and recreational product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the park and recreational product(s), to provide the Commonwealth with documentary evidence that the park and recreational product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

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[1] The recommended recovered materials content levels are based on the dry weight of the raw materials, exclusive of any additives such as adhesives, binders, or coloring agents.
[2] "Plastic" includes both single and mixed plastic resins. Park benches and picnic tables made with recovered plastic may also contain other recovered materials such as sawdust, wood, or fiberglass. The percentage of these materials contained in the product would also count toward the recovered materials content level of the item.
[3] The recommended recovered materials content levels for steel in this table reflect the fact that the designated items can be made from steel manufactured from either a Basic Oxygen Furnace (BOF) or an Electric Arc Furnace (AF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel. Steel from the EAF process contains a total of 100% recovered steel, of which 67% is post-consumer.
[4] Designation includes fencing containing recovered plastic for use in controlling snow or sand drifting and as a warning/safety barrier in construction or other applications.

EXHIBIT A-8
TRANSPORTATION PRODUCTS
RECYCLED CONTENT

(A) **REQUIREMENT**

All transportation products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Transportation Products	**Recovered Material Content**[1]
Traffic Cones: -----Plastic (PVC and LDPE) -----Crumb Rubber	 50% (recovered) 50% (recovered)
Traffic Barricades (type I and II only): -----Plastic (HDPE, LDPE, PET) -----Steel[2] -----Fiberglass	 80% (post-consumer) + 20% (recovered) 16% (post-consumer) + 9% (recovered) 67% (post-consumer) + 33% (recovered) 100% (recovered)
Parking Stops: -----Plastic and/or Rubber -----Concrete Containing Coal Fly Ash -----Concrete Containing Ground Granulated Blast Furnace Slag	 100% (recovered) 20% (recovered) 15% when used as a partial cement replacement as an admixture in concrete. 25% (recovered)
Traffic Control Devices: -----Channelizers: ---------Plastic ---------Rubber (base only) ------Delineators: ---------Plastic ---------Rubber (base only) ---------Steel (base only)[2] -----Flexible Delineators	 25% (post-consumer) 100% (post-consumer) 25% (post-consumer) 100% (post-consumer) 16% (post-consumer) + 9% (recovered) 67% (post-consumer) + 33% (recovered) 25% (post-consumer)

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed it life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the transportation product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the transportation product(s), to provide the Commonwealth with documentary evidence that the transportation product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

[1] Content levels are based on the dry weight of the raw materials, exclusive of any additives such as adhesives, binders, or coloring agents.
[2] The recommended recovered materials content levels for steel in this table reflect the fact that the designated items can be made from steel manufactured from either a Basic Oxygen Furnace (BOF) or an Electric Arc Furnace (EAF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel. Steel from the EAF process contains a total of 100% recovered steel, of which 67% is post-consumer.

MANUFACTURER/MILL CERTIFICATION

(To be submitted with invoice for each order)

TO BE COMPLETED BY MANUFACTURER/MILL*:*

NAME OF MANUFACTURER/MILL:____

ADDRESS OF MANUFACTURER/MILL: ____________________________________

FEDERAL EMPLOYER I.D. NO.: ____

CONTRACT OR REQUISITION NO. ____

NAME OF CONTRACTOR: ____

ADDRESS OF CONTRACTOR:____

Type of product(s) which the manufacturer/mill furnished to the contractor: ___________

____

____

CERTIFICATION: I, the undersigned officer of the above-named manufacturer/mill, do hereby certify that I am authorized to provide this certification on behalf of the above-named manufacturer/mill and that the type of product(s) listed above which my company furnished to the contractor named above for the referenced contract or purchase requisition, contained not less than ______% post-consumer materials and ______% recovered materials as those terms are defined in the invitation for bids. I understand that this document is subject to the provisions of the Unsworn Falsification of Authorities Act (18 P.S. Section 4904).

____
Signature

____
Name of Signatory

____
Title Date

Contract Reference Number: 5850-04
Collective Number: CN00006714
Change Number: 1
Change Effective Date: 09/16/04

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For:	All using Agencies of the Commonwealth
Subject:	IT Hardware: Servers, Data Storage and Server/Storage Furniture
Contract Period:	Effective Date of 1July 2004 and Termination Date of 1July 2006
Buyer Name:	Chuck Young, 717-783-0257

CHANGE SUMMARY: The following changes to the contract are hereby effective;

1. Replace RFP Attachment H, Warranty Requirements with Revised Attachment H, Maintenance Service Level Requirements. The revised Attachment H provides Service Level standards for Post-Warranty Maintenance Service and provides an exception to Liquidated Damages as follows:

<u>Post Warranty Maintenance Services:</u> The standard post-warranty service level required on manufacturer products available under this contract will include a standard PPM of 24 hours x 7 day x 4 hr response time. No solution time objective applies to the standard level of post-warranty maintenance services. This does not preclude higher service levels or solution times being specifically requested and quoted.

<u>Exception to Liquidated Damages</u>: Liquidated damages do not apply to "preventative" service requests placed by automated diagnostic "director" type software that anticipates failures, prior to any actual failure occurring. Liquidated damages only apply when service requests are placed for equipment actually experiencing a failure or outage.

2. Replace Attachment A Special Terms and Conditions to the contract with the Revised Attachment A, provided herein. The revised Attachment A adds the following to paragraph 8. Contract Pricing;

IBM Post-Warranty Maintenance Service

Specific scope of work for Readiness Services	As Quoted

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 5850-04
Collective Number: CN00006714
Change Nimber: 2
Change Effective Date: 02/17/2005

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For:	All using Agencies of the Commonwealth
Subject:	IT Hardware: Servers, Data Storage and Server/Storage Furniture
Contract Period:	Effective Date of 1July 2004 and Termination Date of 1July 2006
Buyer Name:	Robert Lester, 717-783-0257

CHANGE SUMMARY: The following changes to the contract are hereby effective;

1. Pierson Consulting is adding the following Server and Network Cabinet lines and minimum discount levels;

    - IBM 28 %
    - Wright Line 11.5 %
    - Panduit 10 %
    - Homoco 10 %
    - Great Lakes 10 %
    - Ortronics 10 %

    Pierson Consulting is authorized to sell internal electrical components such as Uninterruptible Power Supplies (UPS) and power strips as integral parts of server racks provided. These products will be sold at cost plus 3.25% and will carry the manufacturers standard warranty.

    Remove all reference to “Lifetime Warranty” on Pierson products and replace with “Manufacturers Standard Warranty”

Continued on Next Page

2. IBM Corporation has added the following Equipment with the following minimum discount levels.

IBM pSeries Servers (UNIX)

• Entry POWER5 Servers e.g. 9111-520, 9113-550	5% Discount
• Midrange POWER5 Servers e.g. 9111-570	5% Discount
• High End POWER5 Servers e.g. 9119-590, 9119-595	30% Discount

IBM Mid-Range Servers (iSeries – formerly called AS/400)

• iSeries e.g. 9406	17% Discount

Additional IBM Storage Products

• DS4000 product line	DS4xxx	50% Discount
• DS6000 Enterprise Class Storage	DS6xxx	25% Discount
• DS8000 Enterprise Class Storage	DS8xxx	40% Discount

IBM KEY PERSONNEL:

Primary:	Steve McNeal	Ph: 717-610-7436	Email: stevenmc@us.ibm.com
Backup:	Rick Capen	Ph: 717-610-2048	Email: rfcapen@us.ibm.com
Fax :	800-242-6329		

CONTRACTING OFFICER: The Contracting Officer for this Contract is:

Robert Lester
roblester@state.pa.us
Bureau of Procurement
P.O. Box 8365
Harrisburg, PA 17105-8365

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 5850-04
Collective Number: CN00006714
Change Number: 3
Change Effective Date: 09/20/2005

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For:	All using Agencies of the Commonwealth
Subject:	IT Hardware: Peripherals, Audio-Visual Equipment, Printers & Networking Gear
Contract Period:	Effective Date of 12 July 2004 and Termination Date of 12 July 2006
Buyer Name:	Art Spevacek, 717-783-0257

CHANGE SUMMARY: The following changes to the contract are hereby effective;

1. Pierson Consulting is adding the following Server and Network Cabinet lines and minimum discount levels:

   Hoffman Enclosures – 10%

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 5850-04
Collective Number: CN00006714
SAP Contract Number: 4600007442
Change Number: 4
Change Effective Date: 02/16/2006

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For: All using Agencies of the Commonwealth
Subject: IT Hardware: Servers, Data Storage and Server/Storage Furniture
Contract Period: Effective Date of 12 July 2004 and Termination Date of 12 July 2006
Buyer Name: Art Spevacek, 717-783-0257

CHANGE SUMMARY: The following changes to the contract are hereby effective;

1. IBM is adding the following new storage products and minimum discount levels:

PRODUCT #	DISCOUNT	IBM NAME
2863	20%	N3700
2864	20%	N5200
2865	20%	N5500
2870	20%	OPERATING SOFTWARE

2. IBM is adding the following new tape storage product and minimum discount levels:

PRODUCT #	DISCOUNT	IBM NAME
3576-E9U	50%	TS3310
3576-L5B	50%	TS3310

CONTRACTING OFFICER: The Contracting Officer for this Contract is:

Art Spevacek
aspevacek@state.pa.us
Bureau of Procurement
P.O. Box 8365
Harrisburg, PA 17105-8365

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 5850-04
Collective Number: CN00006714
Change Nimber: 5
Change Effective Date: 09/30/2005

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For:	All using Agencies of the Commonwealth
Subject:	IT Hardware: Servers, Data Storage and Server/Storage Furniture
Contract Period:	Effective Date of 1July 2004 and Termination Date of 1July 2006
Buyer Name:	Robert Lester, 717-783-0257

CHANGE SUMMARY: The following changes to the contract are hereby effective;

1. Sun Microsystems Inc is add to the IT Hardware: Server, Data Storage and Server/Storage Furniture effective 09/12/2005.

2. Point of Contact for Sun Microsystems: NAME: Jack Nichols
   Phone: (703) 204-4117

CONTRACTING OFFICER: The Contracting Officer for this Contract is:

Art Spevacek
aspevacek@state.pa.us
Bureau of Procurement
P.O. Box 8365
Harrisburg, PA 17105-8365

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 5850-04
Collective Number: CN00006714
Change Number: 6
Change Effective Date: June 9, 2006

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For: All using Agencies of the Commonwealth

Subject: IT Hardware: Servers, Data Storage and Server/Storage Furniture
Contract Period: Effective Date of July 12, 2004 and Termination Date of July 12, 2006

Buyer Name: Art Spevacek, 717-783-0257

CHANGE SUMMARY: The following changes to the contract are hereby effective;

1. In accordance with the option to renew clause in this contract, the Commonwealth with the mutual consent of the contractors listed agree to renew the contract for an additional one-year period from July 1, 2006 through June 30, 2007. This is the first renewal of three (3) one-year periods.

Primary Contractor:	**SAP Contract Number**
IBM Corporation	4600007442

Secondary Contractors:	**SAP Contract Number**
Pierson Consulting Company Inc	4600007440
Sun Microsystems Inc	4600009006
EMC Corporation	4600007958
Hitachi Data Systems	4600007860
Dell Systems Group – OH/PA	4600007810
Unisys Corporation	4600007709
Hewlett Packard Company	4600007950

2. The following is an update of the Contact Information:

A. IBM Corporation
Steve McNeal
2020 Technology Parkway
Mechanicsburg, PA 17050
Phone: (717) 610-7436
Fax: (800) 242-6329
e-mail: stevenmc@us.ibm.com

B. Pierson Consulting Company, Inc.
Debra A. Pierson
P.O. Box 206
New Kingstown, PA 17072
Phone: (717) 796-0493
Fax: (717) 796-0692
e-mail: dpierson@piersoncci.com

C. Sun Microsystems, Inc.
Sharon Orr Williams
7900 Westpark Drive, Suite A110
McLean, VA 22102
Phone: (703) 204-4117
Fax: (703) 208-5830
e-mail: sharon.orr@Sun.com

D. EMC Corporation
Julie L. Miller
395 St. John's Church Road
Suite 302
Camp Hill, PA 17011
Phone: (610) 585-4311
Fax: (717) 763-7939
e-mail: miller_julie@emc.com

E. Hitachi Data Systems
Matthew Mannherz
650 E. Swedesford Road
Suite 195
Wayne, PA 19087
Phone: (610) 964-2944
Fax: (610) 647-5180
e-mail: matt.mannherz@hds.com

F. StorageTecnology Corporation
Sharon Orr Williams
7900 Westpark Drive, Suite A110
McLean, VA 22102
Phone: (703) 204-4117
Fax: (703) 208-5830
e-mail: sharon.orr@Sun.com

G. Dell Systems Group – OH/PA
Troy L. Thompson
One Dell Way
Round Rock, TX 78682
Phone: (614) 245-0519
Fax: (877) 890-8441
e-mail: Troy_L_Thompson@Dell.com

H. Unisys Corporation
Kevin M. Laskowski
3605 Vartan Way
Harrisburg, PA 17110
Phone: (610) 541-7999
Fax: (717) 526-1175
e-mail: Kevin.laskowski@unisys.com

I. Hewlett Packard Company
Randy DeBrauwere
14 Patriot Drive
Chalfont, PA 18914
Phone: (215) 996-0740
Fax: (215) 996-0826
e-mail: randy.debrauwere@hp.com

CONTRACTING OFFICER: The Contracting Officer for this contract is:

Art Spevacek
aspevacek@state.pa.us
Bureau of Procurement
Forum Place, 6th Floor
555 Walnut Street
Harrisburg, PA 17101-1914

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 5850-04
Collective Number: CN00006714
Change Number: 7
Change Effective Date: 06/09/2006

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For:	All using Agencies of the Commonwealth
Subject:	IT Hardware: Servers, Data Storage and Server/Storage Furniture
Contract Period:	Effective Date of 12 July 2004 and Termination Date of 12 July 2006 Renewed through 6/30/2007
Buyer Name:	Art Spevacek, 717-783-0257

CHANGE SUMMARY:

Attached is the Statement of Work to the Server Contract (5850-04).
The Statement of Work (SOW) is completed and signed off by the agency and the supplier before work begins and for acceptance of work completion.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORGINALLY WRITTEN.

Click here to download Statement of Work (SOW).

Contract Reference Number: 5850-04
Collective Number: CN00006714
SAP Contract Number:4600007442
Change Number: 8
Change Effective Date: November 21, 2006

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For:	All using Agencies of the Commonwealth
Subject:	IT Hardware: Servers, Data Storage and Server/Storage Furniture
Contract Period:	Beginning Date of 12 July 2004 and Ending Termination Date of 12 July 2006, Renewed through 30 June 2007
Commodity Specialist Name:	Art Spevacek, 717-783-0257

CHANGE SUMMARY:

The following changes to the contract are hereby effective;

1) The product names for IBM's server lines have been changed as follows:

- IBM xSeries (Intel) becomes IBM System x
- IBM iSeries becomes IBM System i
- IBM pSeries (UNIX) becomes IBM System p
- IBM zSeries (mainframe) becomes IBM System z

2) The preferred level of warranty maintenance service to be provided on IBM server and storage products available under this contract will include a minimum standard PPM of 9 hours per day x 5 days per week with a response time objective of 4 hours. The preferred warranty service term is 4 years. Higher levels of coverage (such as 24 hours per day x 7 days per week) may be provided for IBM models with standard coverage that exceeds the Commonwealth's preferred levels, or when higher levels of coverage are specifically requested and quoted.

   No solution time objective applies for this preferred level of warranty maintenance service. This does not preclude solution times being specifically requested and quoted.

Warranty maintenance pricing for the preferred service level on Intel-based IBM System x servers is as follows:

Warranty service pricing for IBM storage products, System p servers, System i servers, and System z servers will be quoted upon request.

IBM System x Warranty Maintenance Pricing			
Preferred Service Coverage: 4-year term, 9-hour per day x 5-day per week service, with 4-hour response time objective			
IBM System x Server Product Description	**Server Machine Type**	**Warranty Part Number**	**#5850-04 Contract Price**
x336 – 1u rack-mounted	8837	69P9243	$305
x346 – 2u rack-mounted	8840	69P9259	$376
x236 - tower	8841	69P9267	$572
x366 – 3u rack-mounted	8863	96P2256	$604
x460 – 3u rack-mounted	8872	96P2691	$2,727
x460 MXE	8874	10N3062	$1,319

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

<u>CONTRACTING OFFICER:</u>

Art Spevacek
aspevacek@state.pa.us
Bureau of Procurement
Forum Place, 6th Floor
555 Walnut Street
Harrisburg, PA 17101-1914

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 5850-04
Collective Number: CN00006714
SAP Contract Number: 4600007710
Change Number: 9
Change Effective Date: 28 Feb 2007

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For: All using Agencies of the Commonwealth

Subject: IT Hardware: Servers, Data Storage and Server/Storage Furniture
Contract Period: Beginning Date of 12 July 2004 and Ending Date of 12 July 2006, Renewed through 30 Jun 2007.

Buyer Name: Art Spevacek, 717-783-0257

CHANGE SUMMARY: Deletion of contractor listed below. Storage Technologies was acquired by Sun Microsystems, Inc.

All Agencies are asked to complete all open matters with Storage Technologies. Point of Contact for any pending matters at Sun Microsystems for Storage Technologies matters is:

Sun Microsystems, Inc.
Sharon Orr Williams
1775 Wiehle Avenue
Reston, VA 20190
Phone: (703) 204-4117
e-mail: Sharon.orr@sun.com

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORGINALLY WRITTEN.

Contract Reference Number: 5850-04
Collective Number: CN00006714
SAP Contract Number:4600007442
Change Number: 10
Change Effective Date: June 15, 2007

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For:	All using Agencies of the Commonwealth
Subject:	IT Hardware: Servers, Data Storage and Server/Storage Furniture
Contract Period:	Beginning Date of July 12, 2004 and Ending Date of July 11, 2006, Renewed through June 30, 2008
Commodity Specialist Name:	Art Spevacek, 717-783-0257

CHANGE SUMMARY:

The following changes to the contract are hereby effective;

1) In accordance with the option to renew clause in this contract, the Commonwealth with the mutual consent of the contractors listed agree to renew the contract for an additional one-year period from July 1, 2007 through June 30, 2008. This is the second renewal of two (2) one-year periods.

Primary Contractor:	**SAP/SRM Contract Number**
IBM Corporation	4600007442

Secondary Contractors:	**SAP/SRM Contract Number**
Dell Systems Group – OH/PA	4600007810
EMC Corporation	4600007958
Hewlett Packard Company	4600007950
Hitachi Data Systems	4600007860
Pierson Consulting Company Inc	4600007440
Sun Microsystems Inc	4600009006
Unisys corporation	4600007709

2) The New IBM Discount from List Pricing is listed on ATTACHMENT A – IBM PRICE LIST. Please note the names for IBM's server lines have been changed.

3) The New Hewlett- Packard Discount off NEP is listed on ATTACHMENT B – HP PRICE LIST.

CONTRACTING OFFICER: The Contracting Officer for this contract is:

Art Spevacek
aspevacek@state.pa.us
Bureau of Procurement
Forum Place, 6th Floor
555 Walnut Street
Harrisburg, PA 17101-1914

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

IBM PRICE LIST

IBM PRICE LIST

		DISCOUNT FROM LIST
SYSTEM X	SINGLE CORE	20%
	DUAL CORE	30%
	QUADE CORE +	37%
	QUADE CORE + VVMWare	37%
SYSTEM I	ENTRY	17%
SYSTEM P	ENTRY	5%
	MIDRANGE	30%
	ENTERPRISE	30%
STORAGE - DISK	ENTRY - CONTR	45%
	ENTRY - DISK DRIVE	53%
	ENTERPRISE - DS6K/8K	45%
	ENTERPRISE - SOFTWARE	40%
STORAGE - TAPE	ENTRY	50%
	ENTERPRISE	50%

Hewlett-Packard Company 6/7/2007
Server & Storage Discounts
Commonwealth of Pennsylvania 5850-04

SERVER PRODUCTS	**Discount off NEP**
SERVERS	
ML100 Series	6%
DL100 Series	6%
ML300 Series	6%
DL300 Series	14%
Blade Series ML570 / DL500	14%
Server Options & Accessories	
Processors - Servers	
Processor Options	12%
BL Infrastructure	18%
Hard Drives - Servers	18%
Memory - Servers	18%
Servers Options	
Audio Visual Options - Servers	25%
Fault Management Options	25%
High Availability Opt - Server	25%
Input/Output Devices - Servers	25%
Media Drives - Servers	25%
NICs - Servers	25%
Networking - Servers	25%
Operating S/W Servers - Direct	7%
Operating Software - Servers	7%
Power Options - Servers	25%
ProLiant Essentials Software	25%
VMWare	25%
VMWare Updated	25%
Rack & Power Opt - Business	25%
Rack Options - Servers	25%
Server Customization Services	25%
Software - Server	25%
VMWare GSX	25%
Storage Enclosure - Servers	25%
Storage Options - Servers	25%
Storage Options - BL Servers	25%
Storage Options - CTO	25%
ProLiant MSA - CTO	25%
Correspondence Manager	25%
ProLiant ML110 Options	25%
BL Infrastructure - CTO	25%
Universal Rack	25%
BCS HPTC Options	25%

HP 6/7/2007 SHEET 2

hardware/software/installation	10%

Storage	Discount off List
HP XP Storage Solutions	38%
HP Enterprise Virtual Array - Enterprise	28%
HP Enterprise Virtual Array - Midrange	28%
HP Storage Hardware - Enterprise	28%
HP Storage Software - Enterprise	28%
HP Virtual Array and DS Hardware & Software Products	15%
Storage Mirroring, Virtual Replicator, Secure Path Workgroup Edition, Scaleable File Share	6%
Data Protector - Commercial Class, Data Protector Express, File Share Extender	15%
HP Storage Media	28%
HP ProLiant Accessory Products	3%
HP ProLiant Solution Products	3%

Contract Reference Number: 5850-04
Collective Number: CN00006714
SAP Contract Number:4600007442
Change Number: 11
Change Effective Date: July 11, 2007

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For:	All using Agencies of the Commonwealth
Subject:	IT Hardware: Servers, Data Storage and Server/Storage Furniture
Contract Period:	Beginning Date of 12 July 2004 and Ending Termination Date of 11 July 2006 Renewed through 6/30/2008
Commodity Specialist Name:	Art Spevacek, 717-783-0257

CHANGE SUMMARY:

The following changes to the contract are hereby effective;

1) When using contract 4600007442, IBM Corporation, a new line item 400 was added to allow agencies the capability to add the pricing and information given on the quote. This request was made per OA/IES for the benefit of the Agencies supported.

2) IBM has expanded their Discount from List Price to include several other areas of importance to Agencies.

3) The New IBM Discount from List Pricing is listed on ATTACHMENT A – IBM PRICE LIST.

CONTRACTING OFFICER: The Contracting Officer for this contract is:

Art Spevacek
aspevacek@state.pa.us
Bureau of Procurement
Forum Place, 6th Floor
555 Walnut Street
Harrisburg, PA 17101-1914

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

IBM 5850-04 Pricing–effective July 1, 2007 – June 30, 2008

			Discount from List Price
System X	Single Socket Servers		20%
	Dual Socket Servers		30%
	Four Socket Servers		37%
	Service PAC Warranty Upgrades		33%
	VMware / server options		30%
	System X Storage Products (DS3200/DS3400)		30%
	Point of Sale Servers and Components		30%
Storage	ESS Advanced Software	2240-xxx	31%
	ESS	2105-750	48%
	Enterprise Class Disk Storage (DS8100/8300)		45%
	Enterprise Class Disk Storage Software (Shark, DS8000)		40%
	Mid Range Disk Storage (DS6000)		45%
	Entry Level Disk Storage Controllers (DS4xxx)		45%
	Entry Level Disk Storage Disk (DS4xxx)		53%
	Network Attached Storage (Nxxxx)		30%
	Entry Level Tape (TS3310)		50%
	Enterprise Level LTO Tape & Libraries (3584)		50%
	Optical Jukebox 3995		35%
	SAN Volume Controller 2145-8F4		27%
	3592 Jaguar Drives		50%
	3588 LTO Drives		50%
	TS3500		50%
	Service Pac Warranty Upgrades		33%
System P	System P Entry Servers		10%
	System P Midrange Servers		30%
	System P Enterprise Servers		30%
	Peripherals		15%
	AIX OS and SW Maintenance		17%
	Other AIX and System Software		27%
System I	System I Servers		17%
	Syatem I Software		17%
System Z	System Z Servers and related software will be individually configured and priced.		
IBM DataPower Server Appliances and Maintenance		7993-XXX	15%

IBM Post-Warranty Maintenance Service

Specific scope of work for Readiness Services (Provided on an exception basis with DGS approval)	As Quoted

Contract Reference Number: 5850-04
Collective Number: CN00006714
SAP Contract Number:4600007442
Change Number: 12
Change Effective Date: August 10, 2007

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For:	All using Agencies of the Commonwealth
Subject:	IT Hardware: Servers, Data Storage and Server/Storage Furniture
Contract Period:	Beginning Date of 12 July 2004 and Ending Termination Date of 11 July 2006 Renewed through 6/30/2008
Commodity Specialist Name:	Art Spevacek, 717-783-0257

CHANGE SUMMARY:

The following changes to the contract are hereby effective;

Attached is the IBM web site that you can enter your MACHINE TYPE / MODEL OR PART NUMBER and the SERIAL number of the unit in question and see the current warranty status on your IBM equipment. It usually takes about 3 business days from the invoice date to be updated on this site so in most cases the warranty upgrade will be reflected on the site when they receive your equipment

http://www-304.ibm.com/jct01004c/systems/support/supportsite.wss/warrantyform?brandind=5000008

CONTRACTING OFFICER: The Contracting Officer for this contract is:

Art Spevacek
aspevacek@state.pa.us
Bureau of Procurement
Forum Place, 6th Floor
555 Walnut Street
Harrisburg, PA 17101-1914

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 5850-04
Collective Number: CN000006714
SRM/SAP Contract Number: 4600007709
Change Number: 13
Change Effective Date: March 17,2008

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For: All using Agencies of the Commonwealth

Subject: Servers, Data Storage & Server Storage Furniture
Contract Period: Beginning Date of September 17, 2004 and Ending Termination Date of June 30, 2008

Commodity Specialist Name: Ray Jaime, 717-346-3827

CHANGE SUMMARY: The following changes to the contract are hereby effective

The point of Contact for Unisys Corporation is listed below.

Unisys Corporation
Pete Cavanaugh
3605 Vartan Way
Harrisburg, Pa. 17110
Phone - 717 300-1022
Fax - 215-540-1769

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.