

ADDENDUM TO TERMS AND CONDITIONS

ADDENDUM TO TERMS AND CONDITIONS dated as of November 13, 2019 (this "Addendum") between General Code, LLC ("General Code") and City of Allentown, Pennsylvania ("Client").

WITNESSETH

WHEREAS, Client wishes to retain General Code to perform the services described in General Code's Contract to Client, but it will only do so if certain provisions of General Code's Terms and Conditions for Codification (the "Terms & Conditions") are amended in certain respects; and

WHEREAS, General Code is willing to amend the Terms & Conditions as provided in this Addendum;

NOW, THEREFORE, the parties agree as follows:

1. Amendments to the Terms & Conditions.

The parties agree that the Terms & Conditions are hereby amended, effective immediately, in each of the following respects:

Section 23 of the Terms & Conditions is hereby amended to delete Section 23 in its entirety and to substitute the following in its place:

" 23. Governing Law; Jurisdiction.

This agreement is governed by the laws of Pennsylvania, without regard to its conflict of laws doctrine. Each party consents to the exclusive jurisdiction of the Court of Common Pleas of Lehigh County, Pennsylvania with respect to any disputes arising out of this agreement. In any action or proceeding arising out of this agreement, the prevailing party shall be entitled to recover its reasonable legal fees and expenses.

2. Effect of Addendum. Except as amended by this Addendum, all of the terms, conditions, provisions and covenants of the Terms & Conditions shall remain and continue in full force and effect and are hereby ratified, repeated and confirmed in all respects.


3. Entire Agreement. The Terms & Conditions, as amended by this Addendum, together with General Code's Contract, constitute the entire agreement and understanding among General Code and Client and supersede any and all prior agreements and understandings relating to the subject matter hereof.

4. Counterparts; Effectiveness. This Addendum may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The exchange of copies of this


Addendum, including executed signature pages, by electronic transmission will constitute effective execution and delivery of this Addendum for all purposes. Signatures transmitted electronically will constitute original signatures for all purposes.

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed, as of the date first above written.

GENERAL CODE, LLC

By: 
Name: Lynn M. Martin
Its: Chief Operating Officer

CITY OF ALLENTOWN, PENNSYLVANIA

By: 
Name:
Its: Mayor

Authorization and Agreement

The City of Allentown, Recodification, October 24, 2019

Undiscounted Project Price \$28,578
COSTARS-6 Discount (Vendor No. 364077) \$(857)

Codification Project Price \$27,721

Optional Components

___ Additional Code book(s) @ \$101 each \$.....

Total Investment

Including all of the options selected above, the total project price will be: \$

The City of Allentown, Pennsylvania, hereby agrees to the procedures outlined above, and to General Code's Codification Terms and Conditions, which are available at <http://www.generalcode.com/terms-and-conditions-documents/>.

City of Allentown, Lehigh County, Pennsylvania

By: Roy O'Connell Witnessed by: Brent Hartzell
Title: Mayor Title: _____
Date: 12/3/19 Date: _____

GENERAL CODE, LLC

By: _____ Witnessed by: _____
Title: _____ Title: _____
Date: _____ Date: _____

This document serves both as a proposal and as an agreement. To accept this proposal and delegate authority to General Code to administer the codification project, complete the form above, including authorized signatures. A signed copy of this agreement will be mailed back to Allentown for its records.

Scan and email the completed form to contracts@generalcode.com. You may also fax the completed form to General Code at (585) 328-8189 or return it by mail to General Code, 781 Elmgrove Road, Rochester, NY 14624.

TERMS AND CONDITIONS

GENERAL CODE, LLC LAW AND ORDINANCE CODIFICATION, SUPPLEMENTATION SERVICES AND ECODE360® UPDATES

These Terms and Conditions, together with General Code, LLC's Proposal (the "Proposal"), constitute a legally binding agreement (this agreement) between the MUNICIPALITY/Licensee (Municipality) and General Code, LLC (General Code)

1. Responsibility of General Code.

General Code shall be responsible for the performance of the services provided for in this agreement in accordance with the "Performance Schedule." General Code shall be responsible for the correctness and accuracy of its work, based upon the material and information supplied by the Municipality, as reflected in the completed codification, supplementation and eCode360 updates delivered to the Municipality. Regardless of the Municipality's acceptance of completed materials when delivered, General Code shall correct errors found either by the Municipality or General Code. See "Warranties; Limitations" for General Code's liability for all services.

2. Responsibility of Municipality.

The Municipality shall be responsible for the correctness and accuracy of the information it supplies to General Code ("Municipality Content"). By acquiring eCode360®, Municipality hereby requests that Municipality Content be posted online, and Municipality will be responsible for the presentation, accuracy and completeness of the Municipality Content provided, and General Code will be entitled to post that Municipality Content without review or editing. Further, the Municipality is responsible for providing General Code with timely decisions and answers to questions raised by General Code, for inclusion of sufficient funds in the budget to pay General Code for services, and for the prompt payment of invoices. The Municipality shall also be responsible for completing its work in accordance with the "Performance Schedule."

3. Responsibility of Municipality's Counsel.

In conjunction with the services rendered by General Code and the work of the Municipality and General Code, any and all questions requiring legal advice or opinion, analysis of legislation for legal sufficiency, interpretation of cases or statute, etc., shall be directed by the Municipality and General Code to the Municipality's counsel. At the request of the Municipality or its counsel, General Code shall make available to the Municipality's counsel information in its possession relating to legal issues or opinions obtained during its work with other Municipalities, as well as sample copies of legislation as requested by the Municipality.

4. Protection of Confidential Information.

During the time this agreement is in effect, both the Municipality and General Code may have access to or receive information that is of a confidential nature. This information may include data relating to client information, products, product development, designs, processes, systems, computer software, computer hardware, methods of production, costs, pricing, finances, sales or marketing plans, customers, business partners, vendors, vendor prospects, employees and municipal records and data. All such information, including any materials embodying such information, whether disclosed orally or otherwise and whether or not marked "Confidential" or "Proprietary," will be considered by officials of the Municipality and by General Code and General Code's employees as proprietary and confidential. Both the Municipality and General Code will use reasonable efforts to protect the confidentiality of the other's Confidential Information but in no case less than the same efforts as it uses to protect its own confidential information, and will not use any Confidential Information of the other for any purpose other than fulfilling its obligations under this agreement.

5. Computer Hardware.

Any computer hardware being delivered in accordance with this agreement is being delivered with the manufacturer's warranty. The manufacturer's warranty is in lieu of all other warranties, express or implied, and General Code shall have no obligation or liability under "Warranties; Limitations" or otherwise with respect to hardware.

6. Indemnification.

Municipality hereby agrees to indemnify, defend and hold General Code harmless from and against any and all liability, losses, costs, and expenses (including reasonable attorneys' fees) incurred by General Code in connection with any claim arising out of or relating to:

- A. Municipality's use of eCode360;
- B. The content, the quality, or the performance of Municipality Content;
- C. Municipality's violation of this agreement; or
- D. Municipality's violation of the rights of any other person or entity.

7. Municipality Primary Contact.

Municipality shall identify, and name, an appropriate individual, with corresponding contact information, including electronic mail address, as the "Primary Contact" with whom General Code should communicate matters regarding the eCode360, such as maintenance notifications, and who has the authority to make requests including release of Municipality data, both internally to General Code and to the Municipality, restoration of data, and other configuration changes.

8. System Monitoring.

General Code will not systematically monitor Municipality Content, but General Code reserves the right to review Municipality Content from time to time at its discretion. General Code reserves the right to (a) disable access to or delete any Municipality Content which it determines in its sole discretion (such discretion to be exercised in good faith) to be illegal, obscene, threatening, defamatory, fraudulent, infringing, harassing, or otherwise offensive, and (b) disable access to or delete any other Municipality Content under justified exigent circumstances, as such circumstances are determined in good faith by General Code.

9. Payment Terms.

All invoices will be processed in accordance with the Payment Schedule set forth in the Proposal. However, the Municipality may choose to pay in advance of Payment Schedule for products and services provided in this agreement, if so desired. In such a case, General Code shall hold the funds on account and draw from them in accordance with the Payment Schedule until the Contract is completed, or for up to 12 months, whichever is later. If any funds remain on account after 12 months, or end of Contract, General Code will contact the Municipality regarding disposition of said funds. Unless otherwise specified in the Payment Schedule, all payments shall be made within 30 days of receipt of the invoice/voucher. The Municipality shall not discount nor withhold any portion of the amount for any reason. Late payments will be charged interest at the rate of 1.5% for each month or part thereof that such payment is in arrears. General Code reserves the right to issue progress billings for services that span several months.

10. Software.

A. DEFINITIONS

(i) "Licensed Program" shall mean the General Code software product eCode360® and any other software product provided to Municipality by General Code or its affiliates or licensors pursuant to the Proposal.

(ii) "Update" means a new release of the Licensed Software made available by General Code to its customers, containing bug fixes and minor modifications or enhancements, but not a new version containing significant new features, as determined by General Code in its sole discretion.

(iii) "Use" shall mean accessing, downloading, copying or duplication of any portion of a Licensed Program from the Internet, storage units or media for processing or the utilization of the Licensed Program for its intended purpose.

B. LICENSE GRANT

General Code hereby grants Municipality a non-exclusive, non-transferable, non-licensable, non-assignable license to Use the Licensed Program.

C. PROPRIETARY RIGHTS; RESTRICTIONS

The Licensed Program is owned by General Code and/or its affiliates and/or licensors and is copyrighted and proprietary in nature. The Licensed Program is being licensed, not sold to Municipality. Municipality shall respect such proprietary rights and shall not use such Licensed Program except as permitted by this agreement and shall not decompile, disassemble or reverse engineer the Licensed Program, and shall not sublicense, sell, distribute, rent, or disclose the Licensed Program, in whole or in part, in whatever form without the express written permission of General Code. Municipality will not use the Licensed Program to take any actions that (i) infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (ii) violate any applicable law, statute, ordinance or regulation (including those regarding export control); or (iii) are defamatory, trade libelous, threatening, harassing, or obscene.

D. LIMITED WARRANTY; LIMIT OF LIABILITY

(i) **Limited Warranty.** General Code warrants to Municipality that the Licensed Program will perform substantially in accordance with the accompanying written materials for a period of one year from the date of receipt. General Code's entire liability and Municipality's exclusive remedy shall be, at General Code's option, either repair or replacement of the Licensed Program that does meet this Limited Warranty. Claims under this Limited Warranty must be received by General Code during the one year period. Any repaired or replaced Licensed Program shall be warranted for the remainder of the original one year warranty period or 30 days from the date of receipt, whichever is longer. This Limited Warranty applies only to the Municipality and does not apply to failures caused by abuse, misuse or casualty loss, including power outages and surges.

(II) NO OTHER WARRANTY. GENERAL CODE DOES NOT WARRANT THAT THE LICENSED PROGRAM IS FREE FROM ALL BUGS, ERRORS AND OMISSIONS. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SUBSECTION D(I) , GENERAL CODE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO ANY LICENSED PROGRAM AND/OR RELATED MATERIALS TO BE FURNISHED BY GENERAL CODE.

(iii) **Limitation of Liability.** In no event shall General Code be liable for any lost profits, revenues, use, opportunities, or data, or any indirect, special, punitive or consequential damages in connection with or arising out of this agreement or the existence, furnishing, failure to furnish, or use of the Licensed Program and/or related material and/or device. In any case, General Code's total liability shall be limited to the price paid by Municipality for the Licensed Program.

E. MAINTENANCE OF LICENSED PROGRAM

(i) **Fees for Maintenance.** Upon termination of the warranty period specified in subsection D(i), General Code will invoice Municipality for maintenance services for the twelve (12) months following expiration of the warranty period. If Municipality pays the annual maintenance fee within thirty (30) days after invoice, General Code shall provide such maintenance services for such twelve (12) month period. If Municipality does not timely pay the annual maintenance fee, then General Code shall have no further obligation to provide maintenance or support of the Licensed Program to Municipality. If Municipality pays the first annual maintenance fee, General Code will thereafter invoice Municipality annually for the maintenance fee for so long as Municipality pays the annual maintenance fee. If Municipality timely pays the annual maintenance fee, General Code's maintenance services shall continue for that annual period. If Municipality does not timely pay the annual maintenance fee, then General Code shall have no further obligation to provide maintenance or support to Municipality, and General Code may terminate this Agreement pursuant

to Section 9B. If Municipality allows the maintenance services to lapse, it may not reinstate maintenance services unless it first pays all maintenance fees for the lapsed period.

(ii) **Updates.** During any annual period for which Municipality has paid the annual maintenance fee, Municipality shall be provided with any Updates produced by General Code at no additional charge. Nothing herein shall convey any rights to Municipality with respect to any new version of the Licensed Program.

F. TRANSFER OF LICENSE

Municipality agrees that it shall not assign or transfer this license granted herein without the prior written consent of General Code.

G. GENERAL

(i) If the Licensed Program is acquired by an agency or other part of the U.S. Government, the Licensed Program and accompanying written materials are provided with Restricted Rights and use, duplication, or disclosure by the Government is subject to restrictions as set forth in Rights in General Data Alternative III at 48 CFR 52.227.14 or in subparagraphs (c) (1) and (2) of the Commercial Computer Program-Restricted Rights clause at 48 C.F.R. 52.227-19, as applicable.

(ii) This Section 10 is a license of software and is not a sale of goods. Neither Article 2 of the Uniform Commercial Code or the U.N. Convention on Contracts for the International Sale of Goods shall be applicable to the Licensed Program.

11. Delivery of Completed Materials.

General Code will deliver completed materials via USPS, UPS, motor freight, air freight, FTP or whichever method offers the most efficient delivery at the time. Delivery, handling, packaging, insurance and/or shipping charges will be prepaid by General Code and added to the invoice/voucher for services to be paid by the Municipality.

12. Title; Copyright.

- A. The Municipality will retain all rights, including copyrights, and title to the text of its municipal code (the "Code") but hereby grants to General Code the right and license to use, reproduce, adapt, distribute, display and advertise the Code, and to digitize the Code and to prepare, reproduce, publish and sell, distribute, transmit, perform, display, broadcast, upload, download, communicate to the public, rent, lend or otherwise transfer or make available or store in any medium a copy of the Code whether or not adapted or abridged on its own or in combination with any other work by means of or through any electronic medium, including, digital, optical and magnetic information storage and retrieval platforms or systems, on-line, electronic or other reproduction, transmission or publication, or by any other means whether now known or subsequently developed.
- B. All computer software and other intellectual property of General Code used in performing its services shall remain the property of General Code and/or its affiliates and/or licensors. Model building codes and/or other model codes used by General Code in the Licensed Program or otherwise is performing its services shall remain the property of General Code and/or its affiliates, and no ownership or other proprietary right in those model codes is conveyed in the Municipality.

13. Term and Termination.

- A. Unless otherwise specified in the Proposal, the initial term of this agreement, unless sooner terminated as hereafter provided, shall be for one year, commencing on the date hereof, and will then be automatically extended for additional successive one-year periods unless either party notifies the other in writing not less than 90 days prior to the end of the initial term or any extension period that this agreement will not be extended. Services and support provided during any extension period will be provided at General Code's then-current price.
- B. If the Municipality fails to pay any amount payable to General Code under this agreement, including maintenance fees, when due, General Code may terminate this Agreement upon 30 days prior written notice

to the Municipality. Services and support provided during any extension period will be provided at General Code's then-current price.

- C. Either party shall have the right to terminate this agreement with immediate effect if the other party fails to cure to such party's reasonable satisfaction any material breach or violation of this agreement within 60 days after such party has given the other written notice thereof.
- D. Upon termination, General Code shall promptly return all materials received from the Municipality, and General Code shall be entitled to receive just and equitable compensation for all services performed prior to the date of termination.
- E. If this agreement terminates, General Code may, upon ten-days prior notice to the Municipality, cease hosting on General Code's website the Code and other Municipality Content posted by the Municipality.
- F. Section 4, 5, 6, 10C, 10D, 10G, 12, 13, 14 and 16 through 24 shall survive any expiration or termination of this agreement.

14. Warranties; Limitations.

- A. General Code warrants that the services provided hereunder will be performed by qualified personnel in a good and workmanlike manner and that any deliverables will be free of material defects. General Code's liability and the Municipality's exclusive remedy for failure of any service or deliverable to meet this warranty shall be limited to reperformance, at General Code's cost, of such service or deliverable. General Code's warranty does not extend to failures arising out of (i) incorrect or insufficient data, specifications or instructions provided by the Municipality or (ii) work or services performed by others.
- B. GENERAL CODE DOES NOT WARRANT THAT SOFTWARE WILL BE ERROR FREE OR WILL OPERATE UNINTERRUPTED. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR STATUTORY. IMPLIED WARRANTIES OF FITNESS AND MERCHANTABILITY SHALL NOT APPLY. GENERAL CODE'S WARRANTY OBLIGATIONS AND THE MUNICIPALITY'S REMEDIES HEREUNDER ARE SOLELY AND EXCLUSIVELY AS STATED HEREIN.**
- C. The limitations and protections against liability afforded General Code, and its licensors herein shall apply to any action or claim in connection with the services, whether based on contract, tort, statute or otherwise (including negligence, warranty and strict liability). The cumulative liability of General Code, and its licensors for all obligations, warranties and guaranties, whether express or implied, with respect to services performed hereunder shall be limited to the amount paid to General Code pursuant to this agreement. General Code, and its licensors shall not be liable to the Municipality or any other person or entity for lost profits, revenues, use, opportunities, or data, or any indirect, special, incidental, punitive or consequential damages arising from the performance or nonperformance of services or the use or inability to use any software or product, irrespective of whether the claims or actions for such damages are based upon contract, tort, negligence, strict liability, warranty or otherwise.
- D. No action may be maintained or proceeding commenced by the Municipality or others against General Code or its licensors with respect to the Licensed Program or services unless such action or proceeding is commenced within one year after completion by General Code of the particular services to which such action or proceeding relates.

15. Changes.

The Municipality may at any time request changes in the scope of this agreement. Moreover, General Code may suggest changes. Where changes are agreed to by the parties, General Code shall issue a Change Order for the Municipality's review and signature describing the changes as well as the adjustments in schedule and fees occasioned by the changes in scope. General Code shall not be required to implement any change until the Municipality has signed and returned the Change Order.

16. Notices.

All notices and other communications which are required or permitted to be given pursuant to this agreement shall be in writing and shall be delivered either personally, by facsimile, by reputable overnight courier or by registered or certified mail and shall be deemed effectively received (i) if delivered in person, on the date of such delivery, (ii) if transmitted by facsimile, on the date indicated on the sender's receipt of confirmation, (iii)

if delivered by overnight courier, on the next business day following deposit thereof with such overnight courier, or (iv) if sent by mail, upon the third business day following the deposit thereof, postage prepaid.

17. Force Majeure.

If any performance by any party shall be prevented, hindered or delayed by reason of any cause beyond the reasonable control of such party (such event being hereafter called an "event"), including, without limitation, acts of God, riots, fires, floods, unusually severe weather, curtailment or termination of sources or supplies of energy or power, inability to obtain or delay in obtaining materials or supplies, strikes or other disputes involving such party or its subcontractors or suppliers, acts of war, insurrection, civil unrest, terrorism, elevated risk of terrorism, riot or disorder, acts of governmental authorities, changes in law or regulation, or any other cause beyond the reasonable control of such party, whether similar or dissimilar to those expressed hereinabove, such party shall be excused from performance to the extent that its performance is so prevented, hindered or delayed. Such excuse from performance shall extend so long as the event continues to prevent, hinder or delay the performance by such party. The party whose performance is affected shall give the other parties notice within 15 days of the event specifying the event, the performance affected and the anticipated date, if any, performance can be made.

18. Disclaimer of Association.

This agreement shall not be construed as creating a partnership, joint venture, agency or any other association which would impose upon one party liability for the acts or omission of the other, and neither party shall have the right to bind the other.

19. No Waiver.

Any failure by either party hereto to enforce at any time any term or condition shall not be considered a waiver of that party's right thereafter to enforce each and every term and condition.

20. Severability of Provisions.

If any part of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, that part shall be severed from this Agreement and shall be deemed to have never been a part of this Agreement and shall not affect the validity of the remainder of this Agreement.

21. Entire Agreement.

This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter.

22. Dispute Resolution.

The parties mutually agree to seek mediation as the preferred alternative of dispute resolution in the event of any disagreement over the terms of this contract.

23. Governing Law; Jurisdiction.

This agreement is governed by the laws of New York, without regard to its conflict of laws doctrine. Each party consents to the exclusive jurisdiction of the courts sitting in Monroe County, State of New York with respect to any disputes arising out of this agreement. In any action or proceeding arising out of this agreement, the prevailing party shall be entitled to recover its reasonable legal fees and expenses.

24. Counterparts; Signatures.

This Agreement may be executed in two or more counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument. The exchange of copies of this Agreement, including executed signature pages, by electronic transmission (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docusign.com) will constitute effective execution and delivery of this Agreement for all purposes.

GENERAL CODE

A Member of the ICC Family of Companies



Proposal for Codification Services

PREPARED FOR:

City of Allentown, Pennsylvania

PREPARED BY:

MICHAEL PETER

CODIFICATION ACCOUNT MANAGER

mpeter@generalcode.com

800.836.8834

DATE:

October 24, 2019
(Valid for six months)

COSTARS Vendor No. 364077



A Member of the ICC Family of Companies

October 24, 2019

Michael Hanlon
City Clerk, City of Allentown
435 Hamilton Street
Allentown, PA 18101

Dear Mr. Hanlon,

General Code is delighted to present the City of Allentown with this proposal for codification services. As detailed in the enclosed proposal, our custom solution incorporates General Code's state-specific knowledge, innovative technology and experienced staff to make your Code accurate, enforceable and easily accessible by the City's constituents and broader community.

As an experienced codifier that has served communities and municipal staff for over a half century, General Code's unique knowledge of local government drives us to create better codification solutions and technology that are grounded in municipal input, and support both the current and future needs of your community. Our collaborative approach leverages our team's unique understanding of codification and combines your feedback with our cutting-edge technology – such as our online Code platform, *eCode360*[®] – to transform the way municipal officials and citizens access and share Code information.

Beyond the numbers and strategies presented in this proposal, we offer the City a long-standing commitment to creating community-focused solutions, coupled with our core values, including integrity, personal responsibility and honest care and concern for local governments and the communities they serve. Throughout the codification process, our Pennsylvania Account Manager, Michael Peter, will be available to meet you and answer any questions the City may have.

We are committed to helping Allentown experience a higher standard of codification.

As a member of the International Code Council family of companies, General Code and the ICC are proud to provide robust Code solutions that benefit the community, encourage economic growth, and help the City save time and resources.

We look forward to serving your community.

Sincerely,

Handwritten signature of Cristina LoVerde in black ink.

Cristina LoVerde
Vice President of Sales & Marketing

Handwritten signature of Michael Peter in black ink.

Michael Peter
Codification Account Manager

Experience the Higher Standard. Explore the Possibilities.



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Executive Summary

A thorough review of your request has given us a better understanding of your unique needs and helped us determine ways that we can partner with you to make the City of Allentown's Code a more useful and effective resource for your community. The executive summary below serves as an overview for building a collaborative codification solution that can help the City achieve its goals. Full solution details are listed in the Recommended Solution section on page 4 of this proposal.

Situation Analysis

The City of Allentown's Code was originally codified in 1962, and it was last updated since 2019. However, the Code may still contain inconsistencies, errors and outdated information that could potentially affect the Code's enforceability and alignment with relevant state statutes.

It is our understanding that the City would like a complete recodification, including a comprehensive review and update of the 1962 Code, to include all legislation of a general and permanent nature to October 24, 2019. This process would ensure that legislation is up-to-date and is in line with state statutes and the current needs of your constituents, in addition to making the overall Code consistent in organization, format, style, and content.

The City would also like to provide access to the Code and make it easier for constituents and staff to find information by implementing a fully searchable online version of its Code, housed on our unparalleled *eCode360* platform.

Our Solution

Our comprehensive codification solution for Allentown includes:

- > **An Editorial and Legal Analysis and recodification of existing materials**
This process will identify conflicts, redundancies and inconsistencies in the Code and enable you to incorporate the necessary revisions to ensure that your Code is enforceable and fully complies with state statutes
- > **An online Code housed on our innovative *eCode360* platform**
Created for a variety of users, *eCode360* makes the complete current text of your Code available online in a format that is easy for your community to use and is fully searchable
- > **5 custom printed Code books, with an option for additional printed volumes**
We will provide you with 5 fully customized print copies of your new Code, with additional copies as requested

Solution Benefits

General Code currently serves over 3,000 municipalities across the United States and Canada, including 765 in Pennsylvania. Based on over a half century of experience working with local governments, we understand the needs and challenges of communities like yours as well as the importance of collaborating throughout the codification process. A comprehensive codification solution from General Code will:

1. Deliver a Code that is always accessible to the public and up-to-date
2. Help you keep Allentown's Code enforceable
3. Improve transparency with constituents
4. Save Allentown's staff time and resources by empowering constituents to find Code information independently

Who Benefits?

1. **Constituents**—Citizens will be able to find and use laws in a comprehensive, up-to-date and understandable format
2. **Staff**—All staff members will be able to gather the information they need to answer questions from both citizens and other municipal officials
3. **Planners/Developers**—Your new Code will provide a clear view of existing regulations and make it easier to determine the impact of proposed changes and amendments on development and growth initiatives
4. **Attorneys**—Legal staff can draft and amend legislation more efficiently by using *eCode360* to research similar laws that other communities have passed

Allentown's Investment

The price of General Code's recommended solution will be \$27,721.

A detailed breakdown of the investment and available options can be found in the Investment Details and Options section on page 12.



Recommended Solution for Allentown

Based on our discussions with the City, we have put together a collaborative codification solution built for your community's specific needs. In addition to having years of codification experience, our staff is uniquely qualified to serve your community, based on backgrounds in municipal law, code enforcement, zoning and planning, information technology, and government administration. Our recommended solution includes the following services from General Code:

Create an Updated Code

General Code will provide the City with an updated Code that is clear, enforceable, and easy for your community to access and use. During the recodification process, we will update your Code to include all legislation of a general and permanent nature through October 24, 2019 and organize your Code to logically accommodate different types of legislation. We will also convert your Code into XML format to make your Code information fully searchable online and easy to update.

Provide an Editorial and Legal Analysis

Our project team will do a thorough review and analysis of your legislation and provide recommendations for keeping your Code clear, reliable and enforceable. The Editorial and Legal Analysis workbook contains specific questions compiled by your Code consultant while reviewing the City's legislation. These questions highlight errors, inconsistencies and other issues that may affect the accuracy, clarity and enforceability of your final Code. The Editorial and Legal Analysis workbook guides your stakeholders to make decisions about revisions to the legislation. All final decisions regarding the sufficiency of the legislation which is to be codified, and any changes to be made to said legislation, shall be the province of the City officials and the City Attorney.

Your Online Review Tool, *eCode360 Code Review*

eCode360 Code Review will be a helpful resource as you review the Editorial and Legal Analysis, enabling you to reference and search relevant Code sections online to answer questions and work through conflicts, duplications and inconsistencies within the Code.

Publish a Secure Online Code with *eCode360*

eCode360 is a secure, reliable online platform created specifically to house codified laws and municipal documents. Built with a variety of user needs in mind, *eCode360* will provide Allentown's staff, citizens and businesses with unparalleled flexibility to quickly access and search your Code on a variety of desktop and mobile devices.

***eCode360* Benefits:**

A centralized solution—laws, regulations and related documents are integrated into a dynamic, centralized resource so that Code users can find information in one place

Simple to use—*eCode360* is easy and intuitive and offers powerful time-saving features that let your community members easily access, search and share Code sections with incredible speed and precision

Always up-to-date—General Code will update your *eCode360* site with each supplement to your Code. This saves your staff time while ensuring that your Code information is always accurate and enforceable and available to your constituents

A trusted, "go-to" resource—Empower your staff to answer frequently asked questions with clarity and confidence—even before they are asked

Always evolving—We push the boundaries of what is possible with our *eCode360* platform by consistently releasing innovative functionality based on communities' needs

User Benefits:

Constituents—Members of your community have 24/7 access to research topics and find information on their own, saving phone calls and trips to the City offices

Clerk/Secretary—*eCode360* allows staff to better serve your community by simplifying information searches to give constituents fast and accurate answers to Code questions

Planner/Developer— *eCode360* provides a clear view of existing situations and makes it easier to determine the impact of proposed changes and amendments on development and growth initiatives

Attorney—Legal staff can draft and amend legislation more efficiently by using *eCode360* to research similar laws that other communities are enforcing

Premium *eCode360* includes the following features:

	Premium <i>eCode360</i>
Annual Maintenance Fee	\$1,195
New Laws	X
Easy and Flexible Searching	X
Dynamic Table of Contents	X
Email or Share Links	X
Printing	X
Bookmarking Searches	X
Archive View	X
"Sticky" Table Headers	X
Administrative Tools	X
Translate	X
<i>eCode360</i> Search App	X
Linked New Laws	X
Public and Private Notes	X
Sample Legislation (Multicode Search)	X
Download to Word	X
Download to PDF	X
New Laws Indicator	X
Advanced Search	X
Customizable Titles	X
eAlert	X
Public Documents Module	X

For more information about *eCode360* and the service levels we offer, see page 20.

Publish a Custom Printed Code

General Code will publish 5 printed copies of your Code in high-quality, custom-imprinted post binders. The Code pages will be designed in an 8 ½-by-11-inch page size, using 11-point Times New Roman font in a single-column format on 100% recycled paper.

General Code lets you customize the look of your final printed Code, including the color of your binder (blue, dark red, green, brown, black or gray) and the color of the silk-screen lettering on the binder cover (white, silver or gold). We can also emboss the City's Seal on the front and spine for added impact at no additional charge. Each copy of the Code will include a set of tab dividers for individual customization and will also be serial-numbered for easy identification.

Provide Ongoing Code Maintenance

The codification process is not truly over when your new Code is delivered. Your community will change and grow, and ultimately, your Code will evolve with it. In order to maintain your Code as an accurate and reliable resource, it is important that the City keeps the Code up-to-date after initial publication. General Code's supplementation services are designed to make the process easy, fast and accurate.

For more information about General Code's Supplementation Services, see page 26.



Project Materials

Source Materials

General Code will use the following source materials for the codification project:

- > A copy of the City's 1962 Code, as updated through August 2019, downloaded on October 10, 2019

Project Scope

This proposal and the scope of this project consider only the legislation submitted for review as listed above. The processing, review, and inclusion of any materials not submitted are outside the project scope as proposed and therefore may be subject to additional charges. We request that Allentown set up a process to routinely send any new legislation upon adoption. This additional legislation will be included in the Code up to the point where the editorial work has been completed and will be subject to an additional charge at the end of the project.



The General Code Codification Process

Our goal is to organize your legislation into a systematized, clean format, designed to provide you and your community with an easy-to-understand, simple to reference, and logically indexed Code.

We Know Your Community

Our Code consultants have an average of 15 years building and maintaining Codes and have helped develop Codes for more than 765 communities across Pennsylvania. This state-specific knowledge gives us an understanding of the shared history, values and concerns of your area, helping us better work with you to build a Code that reflects the values of your community.

We Include You in the Process

The project workflow that General Code has developed is highly collaborative, allowing you to engage with a Code consultant at every key stage of the codification process. Our Code consultants are invested in working with local governments and strive to ensure that your Code improves transparency within your community while accurately reflecting your laws.

Process Outline

Beginning a Code Project

To begin the project, the City shall provide the source materials for the new Code. For more detail, see the source materials listed on page 7.

Project Launch

At the beginning of the project, General Code will consult with Allentown's designated contact person to review the project generally and to clarify any initial questions for both General Code and the City.

Implement an Interim Code Online

As an initial step in the project, General Code will temporarily post PDF copies of your current Code and any new uncoded legislation to *eCode360*, to provide ready access to information until the publication of your new Code is completed. Once the project is finished and your new Code is published, the interim version will be replaced with a full online Code using General Code's *eCode360* platform.

Organizational Analysis

During this phase, we will prepare an Organizational Analysis of your legislation for the City to review, which will include a proposed Table of Contents of the Code and a listing of legislation reviewed, along with questions about any missing material and adoption dates as well as any other questions pertaining to the completeness of materials being reviewed. The City will review the Organizational Analysis and make whatever changes it feels are necessary. An editor will incorporate the feedback received into the project and move forward to prepare the Manuscript and the Editorial and Legal Analysis.

Manuscript

As needed, we will prepare a Manuscript using the materials provided by the City. The Manuscript organizes your legislation into a logical system of chapters arranged alphabetically by subject matter. At this step we will incorporate amendments into the Manuscript, noting repealed or superseded material. The resulting Manuscript will show exactly the legislation that is currently in effect.

Editorial and Legal Analysis

For the second part of the analysis of the City's legislation, we will prepare an Editorial and Legal Analysis for your review. Our staff of editors and attorneys is in contact with hundreds of communities and will provide you with the benefit of their experience, including information you can use to determine how your legislation can be revised and improved. Your project team will do a thorough review and analysis of your legislation and provide specific recommendations and input for improvement. The Analysis will be compiled into a workbook with an easy-to-use checklist format. City officials, including the City Attorney, will have the final decision-making authority for the resolution of any and all issues.

The Editorial and Legal Analysis will include the following:

- > Identification of duplications, conflicts and inconsistencies between or within various sections of the Code
- > Identification of duplications, conflicts and inconsistencies with Pennsylvania statutes
- > Any practical recommendations to make your legislation more enforceable
- > Suggestions regarding fines, fees and penalties
- > Suggestions on ways to modernize your legislation

Your Responsibilities

The City will review the Editorial and Legal Analysis and make the final decisions on any changes that are deemed necessary. All final decisions regarding the sufficiency of the legislation which is to be codified, and any changes to be made to said legislation, shall be the province of the City officials and the City Attorney.

A review period is set by the performance schedule. We stress the importance of staying within the allotted time period to avoid disruptions in the production process and delays in the delivery of the Code.

***eCode360* Code Review**

eCode360 Code Review is a searchable online repository that houses your Code Manuscript and Editorial and Legal Analysis during the review stages of the codification process. When the Manuscript and Editorial and Legal Analysis are ready for review, General Code will activate your *Code Review* site and provide your review committee with a link to a secure online version of your in-process Code and the supporting documents. *Code Review* allows users to reference and search relevant Code sections online as you answer questions and work through conflicts, duplications and inconsistencies within your Code. As the project continues, additional secure drafts will be available on your *Code Review* site, making the review process easy and clear. Upon completion of the project, your *Code Review* site will be replaced by your *eCode360* site and will house the adopted version of your Code, which will be made available to the public.

Final Editing of the Manuscript

Once the Editorial and Legal Analysis is returned, an editor will begin the final editing process. During this time, we will:

- > Edit the text to incorporate any revisions and additions previously approved in the Editorial and Legal Analysis phase
 - > Update the Table of Contents listing all chapters and articles included in the Code, as applicable
 - > Include cross-references and Editor's Notes, as required, and add historical notations indicating the source and date of adoption of each enactment
 - > Proofread all copy to correct typographical and spelling errors
-

Draft

Using *Code Review*, General Code will submit a Draft of the Code for final review by the City. At this time, the editorial work on your project will be completed; therefore, if the City requires any additional changes, further charges will apply.

Comprehensive Index

During final publication, General Code will prepare a comprehensive index that is designed to let you quickly and easily locate information in the Code.

Disposition List

We will create a Disposition List that sets forth—in chronological order—the subject matter, date of adoption and disposition of each item of new legislation reviewed with the project. It will also indicate whether those items are included in or omitted from the Code.

Derivation Table

General Code will renumber and reorganize Allentown's Code using our standard format. To ease the transition to the new numbering system, we will prepare a Derivation Table. This table will be included at the end of the published Code and will clearly show the chapter numbers from the City's 1962 Code and where they have been included in the new Code.

Code Adoption Legislation

We will prepare adoption legislation for the proposed Code and give it to the City Attorney for review and enactment by the governing body.

The Code should be adopted as soon as possible to formally enact the many revisions authorized by the City and establish the Code as the permanent enforceable system of law in the City.

If the Code adoption legislation is enacted and returned to us within 90 days of submission, we will include this material in the Code free of charge. Once the Code is adopted, it can be amended directly to change, add or delete material.

Code Delivery

General Code will make your *eCode360* site available to the public and deliver 5 printed copies of your Code in custom imprinted post binders.

Ongoing Supplementation

As the City adopts new legislation, General Code's supplementation services will help you keep your Code up-to-date, accurate and a reliable resource for your community.

Investment Details and Options

Codification Project Price

\$27,721

Services included with the codification project:

- > Project Launch
- > Creation of a New Code, with Project Scope Including Legislation to October 24, 2019
- > Editorial Work
- > Proofreading
- > Shipping
- > COSTARS-6 Discount

Initial deliverables included with the codification project:

- > Implement an Interim Code Online
- > Organizational Analysis
- > Editorial and Legal Analysis
- > Manuscript
- > Draft

Final deliverables included with the codification project:

- > Publication of 5 Code Volumes in Standard Imprinted Post Binders
- > Comprehensive Index
- > Disposition List
- > Derivation Table
- > Customizable Tabs
- > Code Adoption Legislation
- > Premium *eCode360*, including PubDocs Module (Setup and First Year)

Premium *eCode360* Annual Maintenance

\$1,195

The maintenance fee is an annual recurring flat fee. Therefore, we recommend that the City budget for this service each year. The fee covers annual licensing, web hosting, posting of new legislation between regular Code supplements and the PubDocs Module. Please note that this does not include the cost for codifying new legislation.

Optional Components

The following is available to you at an additional charge:

\$101 Price per Additional Code Book

Please note: These copies are in addition to the 5 Code books included in the base price

Performance and Payment Schedule

Codification Project Price

\$27,721

Performance Schedule

Deliverable	Delivery Date
New Code Project Launch	Within 30 days of contract signing
Submission of the Organizational Analysis	Within 70 days of contract signing and receipt of the materials; the City has 30 days for review
Submission of the Manuscript and Editorial and Legal Analysis	Within 140 days of receipt of the responses to the Organizational Analysis; the City has 90 days for review
Submission of Draft	Within 110 days of receipt of responses to the Editorial and Legal Analysis; the City has 30 days to review
Delivery of the Code	Within 40 days of approval to proceed with the publication of the Code

Performance schedule reflects only business days excluding legal holidays.

Payment Schedule

Percentage of Total Project Price	Milestone
20%	Due within 30 days of contract signing
20%	Due upon submission of the Organizational Analysis
30%	Due upon submission of the Manuscript and Editorial and Legal Analysis
20%	Due upon submission of the Draft
Balance	Due upon delivery of the Code



Appendix

Your General Code Team

General Code has assembled a staff of highly trained project managers, editorial assistants, attorneys, legal editors, production staff, account managers, training specialists, service representatives, and software engineers that have unique expertise in codification. With backgrounds in municipal law and local government and years of hands-on experience working with over 3,000 municipalities, every segment of our team is uniquely qualified to partner with your community. We take pride in our strong relationships with local governments that have been built through the personal care and exceptional support provided by our entire staff over the 55 years we have been in business.

General Code is a proud member of the International Code Council family of companies.

With a worldwide membership of 64,000, the International Code Council (ICC) is the global leader in developing model codes and standards used in the design, build and compliance process to construct safe, sustainable, affordable, and resilient structures and communities. Most U.S. communities and many global markets choose the International Codes.

General Code's partnership with the ICC strategically aligns our companies' like-minded missions, values and long-standing commitment to building strong partnerships with local governments. It also gives General Code even greater capacity to build on our portfolio of municipality-focused solutions by tapping into the expanded resources and global reach of the ICC.



Pennsylvania Communities We Serve

For more than a half century, we have had the pleasure of forming long-term, collaborative working relationships with municipalities of all types and sizes across the country. Below are some of the 765 municipalities in Pennsylvania that have trusted General Code to codify their laws:

Borough of Catasauqua	Borough of Bath	Borough of Trappe
Borough of Coopersburg	Borough of Hellertown	Borough of West Conshohocken
Borough of Emmaus	Borough of Northampton	Municipality of Norristown
Borough of Fountain Hill	Borough of Pen Argyl	Township of Abington
Township of Lower Macungie	Borough of Walnutport	Township of Cheltenham
Township of Salisbury	Borough of Wilson	Township of Douglass
Township of South Whitehall	City of Easton	Township of East Norriton
Township of Upper Macungie	Township of Allen	Township of Franconia
Township of Whitehall	Township of Bethlehem	Township of Hatfield
Borough of Bechtelsville	Township of East Allen	Township of Horsham
Borough of Boyertown	Township of Forks	Township of Limerick
Borough of Hamburg	Township of Hanover	Township of Lower Frederick
Borough of Kenhorst	Township of Lehigh	Township of Lower Gwynedd
Borough of Kutztown	Township of Lower Mount Bethel	Township of Lower Merion
Borough of Laureldale	Township of Lower Saucon	Township of Lower Moreland
Borough of Mount Penn	Township of Palmer	Township of Lower Pottsgrove
Borough of Shillington	Township of Plainfield	Township of Lower Providence
Borough of West Reading	Williams Township	Township of Lower Salford
Township of Bern	Borough of Bridgeport	Township of Marlborough
Township of Brecknock	Borough of Collegeville	Township of Montgomery
Township of Douglass	Borough of Conshohocken	Township of New Hanover
Township of Exeter	Borough of East Greenville	Township of Perkiomen
Township of Lower Heidelberg	Borough of Hatboro	Township of Plymouth
Township of Maiden Creek	Borough of Hatfield	Township of Skippack
Township of Muhlenberg	Borough of Jenkintown	Township of Springfield
Township of Union	Borough of Lansdale	Township of Towamencin
Township of Upper Tulpehocken	Borough of Narberth	Township of Upper Frederick
Township of Washington	Borough of North Wales	Township of Upper Gwynedd
Borough of Jim Thorpe	Borough of Pennsburg	Township of Upper Hanover
Borough of Lehighton	Borough of Pottstown	Township of Upper Merion
Borough of Palmerton	Borough of Red Hill	Township of Upper Moreland
Township of Kidder	Borough of Royersford	Township of Upper Pottsgrove
Township of Lower Towamensing	Borough of Schwenksville	Township of Upper Providence
Township of Mahoning	Borough of Souderton	Township of West Norriton



Municipal Contacts

The following municipalities have completed similar projects with General Code. Please feel free to contact anyone on the list.

City of Easton, PA

Tom Hess, Clerk

610-250-6731

thess@easton-pa.gov

eCode360: <http://ecode360.com/EA2741>

City of Lancaster, PA

Bernard Harris, Clerk

717-291-4785

bharris@cityoflanasterpa.com

eCode360: <http://ecode360.com/LA1674>

City of Scranton, PA

Lori Reed, Clerk

570-348-4113

lreed@scrantonpa.gov

eCode360: <http://ecode360.com/SC1588>

City of Erie, PA

Rose Boyer, Clerk

814-870-1291

rboyer@erie.pa.us

eCode360: <http://ecode360.com/ER3969>

City of Altoona, PA

Linda Rickens-Schellhammer, Clerk

814-949-2486

LRickens@altoonapa.gov

eCode360: <http://ecode360.com/AL2257>



Online Solutions to Better Serve the Public

General Code supports your community through technologies that transform your users' experience and empower your community to access, navigate and share your Code in exciting new ways. The online solutions below represent an ever-expanding portfolio of technological innovation built by codifiers, planners, zoning experts, and software engineers who understand the importance and value of simplifying the way your community uses your Code.

eCode360

Our *eCode360* platform is designed specifically to house codified laws and municipal information. *eCode360's* intuitive design, responsive navigation, and robust search functionality drive performance and user satisfaction. Built with a variety of user needs in mind, *eCode360* provides staff, citizens and other constituents with unparalleled flexibility to quickly access and search your Code on a variety of desktop and mobile devices.

Multicode Search

eCode360's Multicode Search function allows you to browse our library of over 2,000 municipal Codes to find reliable answers instantly – even after business hours – to questions like “What do neighboring communities' Codes say about...?”

Add Public and Private Notes

eCode360 makes it simple for administrators to add public or private notes within your Code with links and annotations to give constituents access to additional information, such as forms, instructions or comments on areas of the Code that are currently being amended or reviewed.

Linked New Laws

Our Linked New Laws feature makes it easy for your community to identify what chapters and articles are affected as your Code is amended. After we post your new legislation, users can click a link next to each ordinance in New Laws and view the sections of your Code that have changed.

New Laws Indicator

Our New Laws Indicator helps users identify sections of your Code that have been changed. When new legislation is posted to *eCode360*, the New Laws Indicator icon will appear beside affected chapters and articles in the Table of Contents and throughout the Code. At the top of amended chapters and articles, the New Laws Indicator box will appear to flag changes and allow users to click to view the applicable legislation in New Laws.

Customizable Titles

Administrative users can add customized titles and comments to your legislation in **New Laws**, making it easier for constituents and staff to identify new ordinances and access additional information.

Public Documents (PubDocs) Module

The PubDocs Module provides immediate online access to information and documents that are not incorporated into the Code, such as meeting minutes, agendas, resolutions, budgets, pending legislation, and more. PubDocs is integrated with Premium *eCode360* and is concurrently searchable with your Code. PubDocs is a great way to augment your e-government services and improve your overall community outreach.

Archive View

With each supplement of your Code, *eCode360*'s Archive View retains the prior versions of your Code for archive purposes.

Customized *eCode360* Banner

eCode360 gives administrative users the ability to add a customized masthead banner and accent colors for a seamless transition from your municipal website to your online Code. Or, if the City prefers, for an additional fee, General Code can add a customized masthead banner and accent colors on the City's behalf.

eCode360 Service Levels

Premium *eCode360* includes the following features:

New Laws: Between regular Code supplements, General Code will temporarily post PDF copies of new legislation to your online Code

Custom Settings for Admin Users: Control the look of your *eCode360* by selecting custom colors and accents, and uploading a custom banner or photo

Easy and Flexible Searching: Search by key words, phrases, section numbers and more

Electronic Index: A comprehensive list of key words and phrases to speed searching

Dynamic Table of Contents: Users can find the information they need and see their current location with a table of contents that moves as users browse

Email or Share Links: Email a link to a specific Code section or share via social media

Printing: Print using simple, user-friendly functionality and a variety of user options

Bookmarking Searches: Save “favorites” to quickly return to sections of the Code

Archive View: View a permanent archive of your Code, updated with each supplement

“Sticky” Table Headers: Table headers remain stationary as you scroll

Translate: Public users can view your Code in more than 100 additional languages

eCode360 Search App: Use your mobile device to search your Code

Linked New Laws: As new legislation is posted, we will add links from the New Laws section of *eCode360* to the affected Code chapters or articles

Public and Private Notes: Create personalized links and annotations within the Code

Multicode Search: Search across multiple Codes by municipality, geographic region, government type or population to find sample legislation or other Code content for zoning use, legal cases or historical research

Download to Word: Administrative users can download Code text to a Microsoft Word document to edit and track changes when drafting new legislation

Download to PDF: Public users can directly download Code text to a PDF document

New Laws Indicator: Code Change Indicators help users identify sections of your Code that have been changed and provide links to the new legislation

Advanced Search: Search across the Code, Public Documents, New Laws and Notes using an intuitive query tool and filtering system to quickly pinpoint the most relevant information

Customizable Titles: Administrative users can add customized titles and comments to your legislation in New Laws

eAlert: Public users can sign up to receive notifications of changes in the Code

PubDocs Module: Post non-Code documents along with your online Code

Sample eCode360 Screens

1 Custom Banner

3 View Archived Codes

4 Public Documents Portal

2 Public and Private Notes

5 Multicode

6 New Laws

5 Find Codes

5 Add Codes

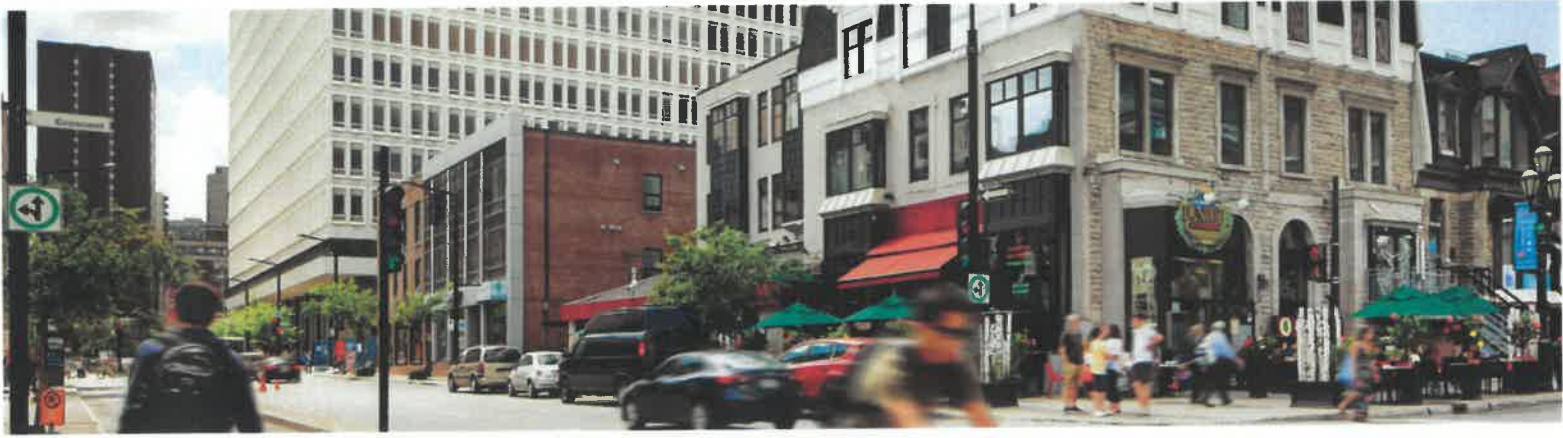
Find Codes filters: Municipal Name, State, Counties, Government Type, Within, Population.

Add Codes table:

City	County	State	Population
Adams County, WI	Adams	WI	20843
Albany County, NY	Albany	NY	297566
Allegheny County, MD	Allegheny	MD	72831
Allegheny County, PA	Allegheny	PA	1223411
Appleton City, MO	St. Clair	MO	1127
Appomattox County, VA	Appomattox	VA	14128
Atlantic City, NJ	Atlantic	NJ	39958
Atlantic County, NJ	Atlantic	NJ	271620

6 New Laws

Title	Adopted	Subject	Affects
L.L. No. 19-2018 - Sewer Amendment <i>This goes into effect 1/1/2019</i>	2018-08-03	Clerk Amendment, Departments and Bureaus Amendment	Ch 18A, Ch 20
L.L. No. 20-2018 <i>goes into effect 1/1/2019</i>	2018-08-23	Zoning Amendment	Ch 85
L.L. No. 21-2018	2018-08-23	Zoning Amendment	Ch 85
L.L. No. 22-2018	2018-09-13	Neighborhood Preservation Amendment	Ch 82
L.L. No. 23-2018	2018-09-13	Building Construction Administration Amendment	Ch 16
L.L. No. 24-2018	2018-09-13	Zoning Amendment	Ch 85
L.L. No. 25-2018	2018-09-13	Zoning Amendment	Ch 85



Visual Zoning™

eCode360® MapLink™ powered by ZoningHub™

eCode360 MapLink is a *Visual Zoning* service that makes it easier for business and property owners, planners, developers, and constituents to find the information they need in your community's Zoning ordinance by presenting Zoning Code data from *eCode360* in an interactive online map. *MapLink* users can click on a map to view details about permitted uses and answer questions such as, "Where can I open my business?" and "What can I do with my property?" With just a few clicks, users interested in economic development can view dimensional requirements, allowable uses, and zoning districts, zoom to an individual parcel to examine its requirements, or search for properties based on land use. By making it easier for users to find the information they need for their development projects, they are more likely to open their businesses in the City, which can help grow your community.

MapLink uses your municipality's existing GIS map information and seamlessly presents data from *eCode360*, so your interactive map clearly and accurately displays your essential Zoning elements. When a Code supplement including a Zoning change is completed and posted to *eCode360*, your Code data is simultaneously updated in *MapLink*, ensuring that users are always working with the most accurate requirements.

eCode360® Enhanced Graphics™

eCode360 Enhanced Graphics can help drive economic development in your community by presenting an online Zoning Code that is clear, easy to understand and always up-to-date. *Enhanced Graphics* offers zoning specific features like integrated tables that allow users to view tables in context, multi-column layout options to accommodate natural image placement, searchable image captions, color coding to create easier navigation, and high-quality graphics. Every community is unique, so we also offer custom solutions tailored to suit your community's specific needs.

For more information on *Visual Zoning* services please contact us at sales@generalcode.com



Formatting & Style

General Code takes pride in offering high-quality printed Code services. Our experience and attention to detail in the design and production of your Code go hand-in-hand with our approach to municipal partnerships.

Organization

The Code will be organized and divided into parts to accommodate different types of legislation. Typically Part I is made up of legislation of an administrative nature, namely, that dealing with the City's departments, officers and employees; Part II is made up of the legislation that regulates the general public. Within each part, the various pieces of legislation will be organized into chapters, which will be arranged alphabetically by subject matter. For example, all legislation pertaining to the regulation of streets and sidewalks may be found in Part II, in the chapter entitled "Streets and Sidewalks." Wherever there are two or more pieces of legislation dealing with the same subject, they will be combined into a single chapter. In such chapters, the use of article designations will preserve the identity of the individual pieces of legislation. The City will have the opportunity to review and approve the organization of the Code.

Table of Contents

The Table of Contents lists the various chapters included in the Code and can be used to help locate desired provisions. Space will be reserved for later insertion of new material in its proper alphabetical sequence. Such space is accommodated in the body of the Code by breaks in the chapter numbering and in the page-numbering sequence between chapters.

Pagination

Each chapter forms an autonomous unit in the page-numbering system. The first page number in each chapter is the number of that chapter followed by a colon and the numeral "1." For example, Chapter 6 begins on page 6:1, Chapter 53 on page 53:1, etc. If a page were to be added between pages 53:2 and 53:3, it would be numbered 53:2.1. This system makes it possible to add or to change pages in any chapter without affecting pages in other chapters and to insert new chapters without affecting the existing organization.

Scheme

The scheme is the list of section titles that appears at the beginning of each chapter and precedes the text. These titles are written so that, taken together, they may be considered as a summary of the content of the chapter. Taken separately, each describes the content of a particular section. For ease of reference, section titles are repeated as section headings in the text.

Section Numbering

In a chapter-related section-numbering system, each section of every item of legislation is assigned a number that indicates both the number of the chapter in which the legislation is located and the location of the section within that chapter. For example, the first section of Chapter 6 is § 6-1, while the fourth section of Chapter 53 is § 53-4. New sections can also be added between existing sections by using a decimal system. For example, if two sections are to be added between §§ 53-4 and 53-5, they will be numbered as §§ 53-4.1 and 53-4.2.

Legislative Histories

The legislative history for each chapter is located immediately following the scheme for that chapter. The history indicates the specific legislative source from which the chapter was derived, including the enactment number and the date of adoption. In the case of chapters containing parts or articles derived from more than one item of legislation, the source of each part or article is indicated in the text, under its title. Amendments to individual sections or subsections are indicated by boldfaced histories directly in the text.

General References and Editor's Notes

Each chapter containing material related to other chapters in the Code includes a table of General References to direct the reader's attention to those related chapters. Editor's Notes are used in the text to provide supplementary information and cross-references to related provisions in other chapters.

Chapter 198

TAXICABS

Section
Numbering

§ 198-1. License required.

§ 198-3. Rates of Fare

§ 198-2. Licensing power of Board of
Selectmen; revocation; records.

§ 198-4. Licensing conditions.

§ 198-5. Use of public ways.

Scheme

Legislative
Histories

[HISTORY: Adopted by the City Meeting of the City of Springfield. Amendments noted where applicable.]

General
References

GENERAL REFERENCES

Vehicle noise restrictions — See Ch. 75.

Vehicle and traffic regulations — See Ch. 111.

§ 198-1. License required.

No person shall set up, use, or drive in the City any unlicensed taxicab or motor vehicle for the conveyance of passengers for hire from place to place.

§ 198-2. Licensing power of Board of Selectmen; revocation; records.

The Board of Selectmen may license taxicabs or motor vehicles for the conveyance of persons for hire from place to place within the City. They may revoke such licenses at their discretion. A record of all licenses so granted or revoked shall be kept by the Board of Selectmen.

§ 198-3. Rates of Fare

A. Minimum zone rates. [Amended 2-12-1980 by Ord. No. 80-73]¹

Legislative
Histories

- (1) On all trips originating or terminating north of Riverside Cemetery, the following minimum zone rates may be charged for distances north of said cemetery, which portion of the City is hereby divided into three zones as follows:
 - (a) Zone A, from Riverside Cemetery to and including Boxart Street: \$2.50, plus \$1 for each additional passenger.
 - (b) Zone B, from Boxart Street to and including Denise Road: \$3.50, plus \$1 for each additional passenger.
 - (c) Zone C, from Denise Road to and including Beach Avenue: \$4, plus \$1 for each additional passenger.
- (2) Each zone shall include all areas lying between the lines of its boundary streets extended to the easterly and westerly limits of the City. The minimum rates

Editor's Notes

1. Editor's Note: This ordinance provided an effective date of 3-31-1980.

198:1

Pagination

01 - 15 - 2010



Ongoing Code Maintenance

Your Code is always evolving and is an investment you need to protect.

Because your Code will evolve and grow with your community, the codification process is not truly over when your new Code is delivered. In order to maintain your community's trust and reliance on your Code, General Code offers supplementation services that will help to keep your Code reliable, accurate and up-to-date. Our supplementation services are designed to make the process easy, fast and accurate. In addition, General Code provides a free sample legislation service to municipalities we serve as well as regular legislative alerts to inform local governments of the latest trends in legislation that may affect their communities.

Materials

After the enactment of new legislation, the City can forward a copy to us by whatever method is most convenient.

Online copies of the legislation can be sent via email to ezsupp@generalcode.com. Upon receipt, we will send you an email confirming that we have received your legislation. Should an alternative method of transmission be required for transferring large files, please contact us and we will provide the necessary information.

General Code will hold legislation pending a pre-approved schedule, or begin the job, as directed by the City. Please note that charges for supplementation services are outside of the scope of this proposal and will be billed separately. An estimate of the charges applicable to a particular supplement is available upon request.

Posting of New Laws

Between regular Code supplements, General Code will temporarily post PDF copies within 1 to 2 business days of receipt of new legislation to your online Code, to provide ready access to information until such time as the legislation can be codified through supplementation. If supplementation does not occur within one year of appending, General Code will remove the link to that new legislation.

Schedule

Code supplements will be provided on a schedule designed to meet the needs of Allentown. Typical schedules may be quarterly, semiannual, or annual, or upon authorization by the City. Updates to the electronic version of the Code can occur on a more frequent schedule than printed supplements if the City prefers.

Our average turnaround time for processing routine supplementation is between 4 and 6 weeks.

Editorial Work on Your Supplement

The work on your supplement specifically focuses on the new legislation being incorporated with each supplement. For each supplement we provide project management, recordkeeping, processing, professional review of new legislation, and consult throughout the project. Our goal is to make the information easily accessible without altering in any way the meaning of what was originally adopted. The work on your supplement specifically focuses on the new legislation being incorporated with each supplement. As part of our process for new legislation, we will:

- > Acknowledge receipt of all materials
- > Verify adoption of all legislation, including date of action by governing body
- > Review legislation and distinguish between Code and non-Code material
- > Update record of legislation received and its disposition (Disposition List)
- > Request any missing legislation/missing pages
- > Determine proper placement of legislation within Code
- > Impose or utilize the adopted flexible section numbering system that allows for later changes
- > Create/modify chapter, article and/or section titles
- > Add historical annotations
- > Add any necessary cross references
- > Include editorial notes to sections that require additional explanation
- > Correct any misspellings so that searchability in eCode360 is not compromised
- > Impose a distinctive style for definitions, to aid Code user in quickly finding the meaning of a particular term
- > Maintain legislative integrity by following the original tables and graphics and, where necessary, improving the presentation so that the information contained therein is easily accessible
- > Impose standard internal section organizational hierarchy consistent with the rest of the Code
- > Impose standard style conventions consistent with the rest of the Code, i.e., number citation, capitalization, nonsubstantive grammar and punctuation, internal and statutory reference citation
- > Confirm accuracy of internal references; correct as necessary and appropriate
- > Confirm accuracy of statutory references; correct as necessary and appropriate
- > Read and review for missing wording; internal conflicts
- > Update ancillary Code pieces, such as the Table of Contents and chapter schemes, when necessary
- > Update Code Index
- > Create an Instruction Page so that Code holders can properly update the Code
- > Notify client of any issues and concerns noted and work together to determine appropriate resolution

Printed Supplements

Amendments to the printed Code occur in the form of printed supplement pages that are issued as replacement pages. Printed supplements include an updated Table of Contents, Disposition List, Index, text pages, and Instruction Page.

Electronic Updates

Amendments to the electronic version of the Code can be provided on their own schedule or can accompany printed supplements. Electronic updates will be incorporated into the Code, and a fully searchable, complete Code will be delivered online.

Delivery

Printed supplements to the Code will be delivered in bulk to Allentown, unless it chooses to utilize General Code's Distribution Services. The website will be updated in one to two business days.

*Experience the Higher Standard.
Explore the Possibilities.*

781 Elmgrove Road | Rochester, NY 14624 | 800.836.8834 | generalcode.com

Overview of Contract

Prior to utilizing a contract, the user should read the contract in its entirety.

DESCRIPTION

- ▶ The Department of General Services developed this contract for Software under DGS's COSTARS Program.
- ▶ Software includes Application Software; Business Processes Software; Communication Software; Educational Software; Firewall and Security Software; Firmware Software; Imaging Software; Language Software; Network Software; On-site Data Management Software; System Software; Volume Licensing of Software Products.
- ▶ A supplier may also choose to offer ancillary services such as Assembly/Installation/Construction Activities; Customization; Extended Warranty; Post Warranty Support and Maintenance Service; Special Delivery Arrangements; Training

DESCRIPTION

- ▶ Because of the multiple award nature, you may see that prices vary greatly among suppliers. DGS encourages you to comparison shop.
- ▶ DGS encourages suppliers to offer quantity discounts. Some suppliers offer quantity discounts in their public pricing, while others ask that you contact them for a quote.
- ▶ COSTARS members may purchase jointly to mutually benefit from the quantity discounts.
- ▶ Offered products and pricing are updated Quarterly
- ▶ Members are encouraged to negotiate lower prices. Please keep DGS informed so that we may share your success stories with all of the COSTARS membership.

CONTRACT INFO

Contract Number & Title	COSTARS-6 Software
Number of Suppliers	59
Validity Period	09/13/2010 - 10/20/2020
DGS Point of Contact	Emanuel Williams
Contact Phone #	717-703-2946
Email	emwilliams@pa.gov

PROCESS TO PURCHASE

- ▶ Shop around by clicking on a supplier contract number to review their offered products and pricing.
- ▶ Contact suppliers to review products and pricing in detail.
- ▶ Establish products and pricing. Choose a supplier.
- ▶ Order the products directly from the selected supplier using a purchase order. Include COSTARS Contract Number (COSTARS-6) and your COSTARS Member Name on purchase order.
- ▶ Send a request to DGS and the supplier to ask for addition of any missing manufacturers and/or products to the supplier's contract.

COSTARS - COSTARS-6 Software

Awarded Suppliers

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturers Offered	Award Date	Expiration Date
006-165	AccessIT Group, Inc.	King of Prussia	PA	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Firewall and Security Software	Checkpoint Technologies	11/22/2016	11/22/2019

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturers Offered	Award Date	Expiration Date
006-105	AEC Group, LLC	Oakdale	PA	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Out of State; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Application Software; Educational Software; Firewall and Security Software; Imaging Software; Network Software; Volume Licensing of Software Products	Aruba; Avaya; Cisco Systems, Inc (Meraki, IronPort); Citrix; CommVault; Extreme Networks; FireEye; HPE; HYCU; iGel; Mainstream; Nutanix; Open Text; Palo Alto; Varonis; VMWare	04/06/2011	04/06/2020

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturers Offered	Award Date	Expiration Date
006-114	Arraya Solutions, Inc.	Plymouth Meeting	PA	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Out of State; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Application Software; Educational Software; Firewall and Security Software; Imaging Software; Network Software; Volume Licensing of Software Products	Cisco Systems, Inc (Meraki, IronPort); EMC Corporation (IT Hardware, Storage, Software); VMWare; What's Up Gold	11/15/2011	11/15/2019

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturers Offered	Award Date	Expiration Date
006-184	Aspire Technology Partners, LLC	Eatontown	NJ	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Application Software; Business Processes Software; Communication Software; Firewall and Security Software; Firmware Software; Network Software; On-site Data Management Software; System Software; Volume Licensing of Software Products	Cisco	02/27/2018	02/27/2020

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturers Offered	Award Date	Expiration Date
006-156	Bedrock Technology	Jessup	PA	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Application Software; Firewall and Security Software; Network Software; Volume Licensing of Software Products	Citrix; Kaspersky; Microsoft Corporation; Nuance; Sophos; VMWare	11/23/2015	11/23/2019

006-169	Candoris Technologies, LLC	Annville	PA	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Application Software; Firewall and Security Software; Network Software; On-site Data Management Software; System Software; Volume Licensing of Software Products	Barracuda; Condeco; Dell; Microsoft Corporation; Sophos; VMWare	12/27/2016	12/27/2019
006-176	Carahsoft Technology Corporation	Reston	VA	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton;	Application Software; Business Processes Software; Communication Software; Firewall and Security Software; Imaging Software; Language Software; Network Software; On-site Data Management Software; System Software	Accela; AccessData; Acquia; Acronis; Actiance; Advologix; AgileCraft; Akamai; Alfresco; Anomali; AppViewX; Arcusys; Avenza; Avepoint; Axway; BasicGov; Basis Technology; Bianco; Blackberry; BlackDuck; Bomgar; Boundless; Box Inc; Brightcove; CA Inc; CareerBuilder; Case Commons; Cellebrite; Centrifuge; Cloudera; CollabNet; CompassCom; Contrast Security;	08/31/2017	08/31/2020

Northumberland; Perry;
Philadelphia; Pike; Potter;
Schuylkill; Snyder;
Somerset; Sullivan;
Susquehanna; Tioga;
Union; Venango; Warren;
Washington; Wayne;
Westmoreland; Wyoming;
York

CuttingEdge;
CyberArk; Delphix;
Diffeo; Discover
Technologies;
DocuSign; Druva;
EnterpriseDB;
Exabeam;
ExtraHop; F5
Networks; FireEye;
FiscalNote;
ForgeRock;
Gigamon;
Globalscape;
GovDelivery;
Granicus; Hootsuite;
HPE; Hytrust; IBM;
Identity Automation;
ikeGPS; Imprivata;
Infoblox; Information
Security
Corporation; Insight
Engines; Intermap;
iOra; Ivanti; Jive;
Kofax Software;
Kove; Liferay;
Liquidware Labs;
Lookout; Maplarge;
Marklogic;
Millsapps, Ballinger,
& Associates;
Modria; Motion
DSP; New Relic;
Nlyte;
Novodynamics;
Okta; Optensity;
OutSystems; Packet
Design; PacketViper
LLC; Palo Alto
Networks; Pentaho;
Pindrop; piXlogic;
Proofpoint; Qmulos;
Quantum Secure;
ReadSpeaker;
Recorded Future;
Red Hat; RSA;
Saviynt; SDLGov;
SecureWorks;
SecurityInnovation;
ServiceNow;
SkyHigh Networks;
Socrata; Solarwinds;

					Sonatype; Splunk; Symantec; Syncsort; Tableau; Tech Soft 3D; Tempered Networks; Tera Pixel; Thales; TransUnion; Tripwire; Trustwave; User1st; Veritas; Virtual Instruments; VMWare; Voyager Analytics; Waratek; WinTech; Zscaler		
006-182	CAROUSEL INDUSTRIES OF NORTH AMERICA	Exeter	RI	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Application Software; Communication Software; Firewall and Security Software; Network Software; On-site Data Management Software; System Software	Cisco	03/05/2018 03/05/2020

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturers Offered	Award Date	Expiration Date
006-064	CDW LLC.	Vernon Hills	IL	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Out of State; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Application Software; Business Processes Software; Communication Software; Educational Software; Firewall and Security Software; Firmware Software; Imaging Software; Language Software; Network Software; On-site Data Management Software; System Software; Volume Licensing of Software Products	01 Communique; 2 Point Software; 2X; 3D Eye; 3M; 3Ware; 4D; Acer; ACI US; Acrezzo; Acronis; Addonics; Adobe; Advanced Computer Technologies; Advanced Media Services; Alpha Software; AMD-Advanced Micro Devices, Inc.; Apollo; Apple; Arco; ASI; Asus; AT&T; Barco; BetisGroup; Black Box; Blue Coat Systems, Inc.; Bosch; Box; CA; Canon; Casio; CDW; Cisco; Citadel; Cyberlink; Dell; Egnyte; Encore Software; Google; Hewlett Packard Enterprise; Hewlett-Packard (HP); Honeywell; HPE; Ingram Micro-Line Card; JVC; Laplink; Lenovo; Lexmark; Logitech; McAfee; Microsoft Corporation; Nuance Communications; Nutanix; Oracle; Panasonic; Samsung; Toshiba; Veem; Videonext; Videosoft; Visionware; VMWare; Wordperfect; Xerox; Yamaha	11/30/2010	11/30/2019

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturers Offered	Award Date	Expiration Date
006-183	Champion Solutions Group	Boca Raton	FL	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Communication Software; Firewall and Security Software; Network Software; On-site Data Management Software; System Software; Volume Licensing of Software Products	Aerohive Networks; Check Point; Citrix; Fortinet; Microsoft Corporation; Mimecast; Nutanix; Palo Alto; VMWare	02/27/2018	02/27/2020

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturers Offered	Award Date	Expiration Date
006-162	CNI Sales, Inc.	Worcester	PA	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Firewall and Security Software	Clone Systems; Cylance; Fortinet; Proofpoint; Pulse Secure; Silver Peak; Tenable Network Security	09/15/2016	09/15/2020

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturers Offered	Award Date	Expiration Date
006-154	Cody Computer Services, Inc.	Pottstown	PA	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Application Software	CODY Systems	10/02/2015	10/02/2019

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturers Offered	Award Date	Expiration Date
006-197	Compucom, Inc.	Pittsburgh	PA	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Application Software; Business Processes Software; Imaging Software; Volume Licensing of Software Products	Digitech Systems LLC; Image Access Corporation; Kodak Alaris (no cameras); MetaSource; Open Text	02/22/2019	02/22/2020

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturers Offered	Award Date	Expiration Date
006-173	Contour Data Solutions, LLC	Doylestown	PA	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Application Software; Firewall and Security Software; Network Software; Volume Licensing of Software Products	Cisco; EMC; Microsoft Corporation; Nutanix; Veeam Software; VMWare; Zerto	03/06/2017	03/06/2020

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturers Offered	Award Date	Expiration Date
006-179	Core BTS Inc.	Wyomissing	PA	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Communication Software; Firewall and Security Software; Network Software; On-site Data Management Software; Volume Licensing of Software Products	Cisco; DellEMC; VMWare	09/08/2017	09/08/2020

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturers Offered	Award Date	Expiration Date
006-172	eDocs Technologies, LLC	Pittsburgh	PA	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Application Software; Imaging Software; Volume Licensing of Software Products	C&A Associates; Courtview; eDocs Technologies; Mi Forms; Northwoods Compass Software; OnBase by Hyland (Hyland Software, Inc.); Zeo Technologies	02/23/2017	02/23/2020

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturers Offered	Award Date	Expiration Date
006-151	En-Net Services, LLC	Frederick	MD	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Application Software; Educational Software; Firewall and Security Software; Imaging Software; Network Software; Volume Licensing of Software Products	Absolute Software Corporation; Adobe; B&B Smartworks; Black Box Software; Brocade; Checkpoint Technologies; Cisco Systems, Inc (Meraki, IronPort); Citrix; Fujitsu; Hewlett-Packard (HP); Kodak (not cameras); Lenovo; Lumension; McAfee; NetIQ; Novell; Nutanix; Red Hat Corp.; Sophos; Symantec; Trend Micro; Veeam Software; VMWare; Webtrends; Zebra Technologies	06/09/2015	06/09/2020

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturers Offered	Award Date	Expiration Date
006-010	ePlus Technology, Inc. dba ePlus Technology	Herndon	VA	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Out of State; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Application Software; Business Processes Software; Firewall and Security Software; Imaging Software; Network Software; On-site Data Management Software; Volume Licensing of Software Products	Adobe; Apptio; Arrow Electronics, Inc.; Blue Coat Systems, Inc.; Cisco Systems, Inc (Meraki, IronPort); Citrix; CommVault; Cylance; DUO; EMC Corporation (IT Hardware, Storage, Software); Hewlett-Packard (HP); Ingram Micro-Line Card; McAfee; Micro Focus; NetApp; Novell; Proofpoint; Q1 Labs, Inc.; Quest; RedSky; RSA; Safenet, Inc.; Singlewire Software; Splunk; Symantec; Synnex Corporation-Line Card; Tech Data Corporation-Vendor Line Card; Trend Micro; Varonis; Veeam Software; VMWare; ZOOM International	05/09/2011	05/09/2020

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturers Offered	Award Date	Expiration Date
006-166	Extract Systems, LLC	Madison	WI	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Application Software; Business Processes Software; On-site Data Management Software; System Software; Volume Licensing of Software Products	Extract Systems	11/10/2016	11/10/2019

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturers Offered	Award Date	Expiration Date
006-135	Ford Business Machines, Inc.	Connellsville	PA	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Application Software; Business Processes Software; Communication Software; Educational Software; Imaging Software; On-site Data Management Software; System Software; Volume Licensing of Software Products	All covered VOIP; DocuClass; Kofax Software; OnBase by Hyland (Hyland Software, Inc.); School Gate Guardian; Square 9	06/05/2013	06/05/2020

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturers Offered	Award Date	Expiration Date
006-102	Freedom Systems Corp.	Norristown	PA	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Out of State; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Application Software; Educational Software; Firewall and Security Software; Imaging Software; Network Software; Volume Licensing of Software Products	Acronis; Adobe; Cisco Systems, Inc (Meraki, IronPort); Citrix; Freedom Systems Corp.; Hewlett-Packard (HP); McAfee; Microsoft Corporation; ScanSoft; Symantec	03/21/2013	03/14/2020

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturers Offered	Award Date	Expiration Date
006-126	General Code, LLC	Rochester	NY	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Out of State; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Application Software; Firewall and Security Software; Imaging Software	Cities Digital, Inc.; CompuLink; Formatta - Access; General Code; Novus Solutions; Software Consulting Associates; United Micro Data, Inc.	12/13/2012	12/13/2019

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturers Offered	Award Date	Expiration Date
006-163	Global Data Consultants, LLC	Chambersburg	PA	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Application Software; Communication Software; Educational Software; Firewall and Security Software; Firmware Software; Imaging Software; Network Software; On-site Data Management Software; System Software; Volume Licensing of Software Products	Absolute Software Corporation; Acronis; Altaro; Autodesk; Avast; Avaya; AVG; Barracuda Networks; Brocade Communications Systems; Carbonite; Cisco; Comtrade Software; Dell; ESET; Fortinet; FoxIt; GoGuardian; Google; Juniper; Kaspersky Lab; LightSpeed; Malwarebytes; McAfee; Microsoft Corporation; Nuance; Paxton Access; Skykick; SonicWALL; Sony Creative Software; Sophos; StorageCraft; Symantec; Trend Micro; Ubiquiti; Veeam Software; Veritas; VMWare	10/12/2016	10/13/2020

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturers Offered	Award Date	Expiration Date
006-174	Go2 (Computer & Network Paramedics, Inc. d/b/a)	Springfield	PA	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Application Software; Business Processes Software; Communication Software; Educational Software; Firewall and Security Software; Firmware Software; Imaging Software; Language Software; Network Software; On-site Data Management Software; System Software; Volume Licensing of Software Products	Barracuda; Cisco; Datto; Dell; Exacq; Fortinet; Hewlett-Packard (HP); Microsoft Corporation; Veeam Software; Vivotek; Watchguard; Zix Corporation	04/10/2017	04/10/2020

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturers Offered	Award Date	Expiration Date
006-021	GovConnection Inc.	Merrimack	NH	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Out of State; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Application Software; Educational Software; Firewall and Security Software; Imaging Software; Network Software; Volume Licensing of Software Products	Absolute Software Corporation; Adobe; Attachmate; Autodesk; Borland; Business Objects-Div. of SAP (Software); Computer Associates; Corel; FileMaker; IBM; Kaspersky; McAfee; Microsoft Corporation; Novell; Oracle; Quark; ScanSoft; Sophos; Symantec; Tech Data Corporation-Vendor Line Card; Trend Micro; VMWare; Yosemite	03/14/2011	03/14/2020

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturers Offered	Award Date	Expiration Date
006-189	High Availability, Inc. (High Availability Storage Systems dba)	Audobon	PA	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Application Software; Business Processes Software; Communication Software; Educational Software; Firewall and Security Software; Network Software; On-site Data Management Software; System Software; Volume Licensing of Software Products	Cisco; CommVault; NetApp; Nutanix; Palo Alto Networks, Inc.; Pure Storage, Inc.; Quantum; Rubrik, Inc.; Varonis; Veeam Software; VMWare	06/11/2018	06/11/2020

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturers Offered	Award Date	Expiration Date
006-087	Horizon Information Systems, Inc.	Johnstown	PA	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Out of State; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Application Software; Educational Software; Firewall and Security Software; Imaging Software; Network Software; Volume Licensing of Software Products	Data Access Corporation (Visual DataFlex/Dynamic AI); Horizon Information Systems; Microsoft Corporation	12/07/2010	12/30/2019

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturers Offered	Award Date	Expiration Date
006-134	Hyland Software, Inc.	Westlake	OH	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Out of State; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Application Software; Imaging Software	OnBase by Hyland (Hyland Software, Inc.)	05/20/2013	05/20/2020

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturers Offered	Award Date	Expiration Date
006-152	immixTechnology	McLean	VA	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Application Software; Network Software	AINs; CommVault; Information Builders, Inc.; Serena; SpectorSoft; SyferLock Technology Corporation	08/11/2015	08/11/2020

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturers Offered	Award Date	Expiration Date
006-040	IntegraONE (Integra Business Center, Inc. DBA)	Allentown	PA	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Out of State; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Application Software; Business Processes Software; Communication Software; Firewall and Security Software; Network Software; On-site Data Management Software	Barracuda Networks; Blue Coat Systems, Inc.; Bradford Networks; Cisco; Citrix; ESET; Exinda; FireEye, Inc. (IT Hardware); Fortinet; HPE; Kaspersky; Lightspeed Systems; Microsoft Corporation; Singlewire Software; Symantec; Trend Micro; Vertiv; VMWare	12/01/2010	12/14/2019

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturers Offered	Award Date	Expiration Date
006-191	Involta, LLC	Youngstown	OH	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Firewall and Security Software; Network Software; On-site Data Management Software; System Software	Cisco; Citrix; DellEMC; Extreme Networks; HP Enterprises; Veeam Software; VMWare; Zerto	08/22/2018	08/22/2020

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturers Offered	Award Date	Expiration Date
006-013	KeyMark IMR dba IMR Limited	Camp Hill	PA	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Out of State; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Application Software; Imaging Software; Volume Licensing of Software Products	AnyDoc Software; Artsyl; DocuWare; FullCourt; Inmotion Technology; Justice Systems, Inc.; Kofax Software; OnBase by Hyland (Hyland Software, Inc.)	12/13/2010	12/13/2019

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturers Offered	Award Date	Expiration Date
006-192	Knot Technology Solutions (KTS)	Churchton	MD	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Application Software; Business Processes Software; Communication Software; Educational Software; Firewall and Security Software; Firmware Software; Imaging Software; Language Software; Network Software; On-site Data Management Software; System Software; Volume Licensing of Software Products	Aruba/HPE; Attachmate; Automation Anywhere; Avocent; Bluecoat/Spmantec; Cisco; Citrix; ConduSiv; Corel; Dell/EMC; FileMaker; Fortinet; Gigamon; Google Chrome; Hewlett-Packard (HP); Hortonworx; IBM; Kofax Software; McAfee; Microsoft Corporation; NetApp; Nuance; Quantum; Red Hat; RFID Global Solution; RSA; Rubrik, Inc.; Ruckus; Symantec; Tenable; Trend Micro; Veeam Software; Veritas; VMWare	09/12/2018	09/12/2020

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturers Offered	Award Date	Expiration Date
006-186	Link Computer Corporation	Bellwood	PA	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Application Software; Communication Software; Firewall and Security Software; Network Software; On-site Data Management Software; System Software; Volume Licensing of Software Products	Acronis; Adobe; AVG; Axis Communications; Barracuda Networks; Cash Plus; Cisco; Citrix; Exaq VSION; Go Guardian; Informacast; Kaspersky; Looksoftware; Macafee; Meraki; Microsoft Corporation; Nutanix; Replay; Scale; Solar Winds; Sophos; Splunk; Symantec; Syn-Apps; Trend Micro; Veeam Software; Vistapoint; VMWare; Webroot; Websense; Zoom Callrec	04/12/2018	04/12/2020

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturers Offered	Award Date	Expiration Date
006-195	Momentum ECM, LLC	Lewisberry	PA	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Application Software; Business Processes Software; Imaging Software; On-site Data Management Software	Laserfiche; Lifeboat/Nitro	10/17/2018	10/17/2020

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturers Offered	Award Date	Expiration Date
006-190	MTM Technologies, Inc.	Stamford	CT	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Application Software; Business Processes Software; Communication Software; Educational Software; Firewall and Security Software; Firmware Software; Network Software; On-site Data Management Software; System Software; Volume Licensing of Software Products	Cisco	07/12/2018	07/12/2020

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturers Offered	Award Date	Expiration Date
006-202	Municipal Software, Inc.	Stroudsburg	PA	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Application Software	Municipal Software, Inc.	10/16/2019	10/16/2020

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturers Offered	Award Date	Expiration Date
006-177	Networking Technologies (Reabah, Inc. dba)	Erie	PA	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Application Software; Communication Software; Firewall and Security Software; Imaging Software; Network Software; System Software; Volume Licensing of Software Products	Adobe; Axis; Barracuda Networks; Check Point; Cisco Systems, Inc (Meraki, IronPort); Citrix; Fortinet; Google; Microsoft Corporation; Milestone Systems; Panasonic; Solar Winds; SonicWALL; Symantec; Trend Micro; Veeam Software; Veritas; VMWare; Zix Corporation	07/25/2017	07/25/2020

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturers Offered	Award Date	Expiration Date
006-119	NextStep Technology (DSD Associates, Inc. DBA)	Lancaster	PA	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Out of State; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Application Software; Educational Software; Firewall and Security Software; Imaging Software; Network Software; Volume Licensing of Software Products	Acumatica; Sage Products, Inc.	05/09/2012	05/09/2020

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturers Offered	Award Date	Expiration Date
006-120	Nextstep Technology Advisors, LLC	Lancaster	PA	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Out of State; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Application Software	Briscoe Solutions Premier; Vivid	05/08/2012	05/08/2020

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturers Offered	Award Date	Expiration Date
006-170	Oakland Consulting Group Inc.	Lanham	MD	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Application Software; Business Processes Software; Communication Software; Educational Software; Firewall and Security Software; Firmware Software; Imaging Software; Language Software; Network Software; On-site Data Management Software; System Software; Volume Licensing of Software Products	Accuspeech Mobile; Check Point; Deep Cyber; EPAY; Fortinet; Green Diamond; Hewlett Packard Enterprise; McAfee; MetricStream; Nlyte; Nutanix; Open Text; Red Hat; SafeNet (Gemalto); SAP; Unitrends; Veeam Software; VMWare	12/19/2016	12/19/2019

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturers Offered	Award Date	Expiration Date
006-161	Omega Systems Consultants, Inc.	West Lawn	PA	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Firewall and Security Software; Network Software; On-site Data Management Software; System Software; Volume Licensing of Software Products	Barracuda; Cisco; Datto; Edgewave (Iprism); ESET; Fortinet; Meraki; Microsoft Corporation; Unitrends; Veeam Software; VMWare	09/08/2016	09/08/2020

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturers Offered	Award Date	Expiration Date
006-193	Omnibond Systems LLC	Clemson	SC	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	System Software	Omnibond Systems LLC	09/28/2018	09/28/2020

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturers Offered	Award Date	Expiration Date
006-180	Optical Storage Solutions, Inc.	Lebanon	PA	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Application Software	Optical Storage Solutions - Landex Software	09/27/2017	09/27/2020

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturers Offered	Award Date	Expiration Date
006-141	Optiv Security Inc.	Denver	CO	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Application Software; Business Processes Software; Communication Software; Firewall and Security Software; Firmware Software; Network Software; On-site Data Management Software; System Software; Volume Licensing of Software Products	Barracuda; Bit9; Bluecoal; Cisco; CyberArk Software Inc.; Dell; DROBO; Enterasys Networks, Inc.; F5 Networks; Fortinet; Gigamon; HPE; Infoblox; Ingram Micro-Line Card; LastPass; LogRhythm; Palo Alto; Qualys; Sailpoint; Saviynt; Symantec; Tech Data Corporation-Vendor Line Card; Websense	10/20/2014	10/20/2020

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturers Offered	Award Date	Expiration Date
006-196	Pomeroy IT Solutions Sales Company, Inc.	Hebron	KY	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Application Software; Business Processes Software; Communication Software; Educational Software; Firewall and Security Software; Firmware Software; Imaging Software; Language Software; Network Software; On-site Data Management Software; System Software; Volume Licensing of Software Products	VMWare	01/16/2019	01/16/2020

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturers Offered	Award Date	Expiration Date
006-131	Presidio Networked Solutions, Inc.	Reston	VA	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Out of State; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Application Software; Educational Software; Firewall and Security Software; Imaging Software; Network Software; Volume Licensing of Software Products	Cisco Systems, Inc (Meraki, IronPort); EMC Corporation (IT Hardware, Storage, Software); Hewlett-Packard (HP); LogRhythm; Nuance; Process Unity; VMWare; ZOOM International	03/19/2013	03/19/2020

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturers Offered	Award Date	Expiration Date
006-137	RBA Professional Data Systems, Inc.	State College	PA	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Application Software	RBA Professional Data Systems, Inc.	10/15/2013	10/15/2020

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturers Offered	Award Date	Expiration Date
006-073	Reynolds Business Systems, Inc	Allentown	PA	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Application Software; Business Processes Software; Imaging Software; System Software; Volume Licensing of Software Products	EMC Corporation (IT Hardware, Storage, Software); Infolinx; Kodak; Kofax Software; Laserfiche; Marex Group, Inc.; Open Text; Upland Software	12/22/2010	12/22/2019

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturers Offered	Award Date	Expiration Date
006-199	Rolta Advizex Technologies, LLC	Pittsburgh	PA	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Application Software; Business Processes Software; Communication Software; Firewall and Security Software; Network Software; On-site Data Management Software; System Software; Volume Licensing of Software Products	VMWare	09/04/2019	09/04/2020

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturers Offered	Award Date	Expiration Date
006-108	SBM Electronics, Inc.	Pittsburgh	PA	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Out of State; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Application Software; Volume Licensing of Software Products	For The Record (FTR); Liberty; Olympus; Verint	07/27/2011	07/27/2020

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturers Offered	Award Date	Expiration Date
006-124	SHI International Corp.	Somerset	NJ	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Out of State; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Application Software; Business Processes Software; Communication Software; Educational Software; Firewall and Security Software; Imaging Software; Network Software; On-site Data Management Software; System Software; Volume Licensing of Software Products	Absolute Software Corporation; Adobe; Attachmate; Blue Coat Systems, Inc.; CA Technologies; Carbon Black; Citrix; CommVault; Corel; CrowdStrike; CyberArk; DarkTrace; Dell; Finalsite; Forcepoint; Fortinet; GoGuardian; Google; GTL; IBM; Kaspersky; KnowBe4; KT Labs; McAfee; Micro Focus; Microsoft Corporation; NetIQ; Nimble Storage; NopSec; Open Text; Proofpoint; Quest; Questica; RSA (Div. of EMC Corp.); SAP; Solarwinds; Sophos; Symantec; Tenable; Transend; Trend Micro; Unitrends; Veeam Software; VMTurbo; VMWare	10/17/2012	10/17/2020

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturers Offered	Award Date	Expiration Date
006-168	Sidium Solutions, Inc.	Ephrata	PA	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Firewall and Security Software; Imaging Software; System Software	Fortinet; HPE; Plixer International; Veeam Software; Zoho Corporation	11/23/2016	11/23/2019

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturers Offered	Award Date	Expiration Date
006-188	Site2BC (Diversified Disaster Recovery Services Inc.dba)	Clarks Summit	PA	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Application Software; System Software	Citrix; Microsoft Corporation	05/22/2018	05/22/2020

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturers Offered	Award Date	Expiration Date
006-198	Source IT Technologies LLC	New Canaan	CT	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Firewall and Security Software	McAfee	02/15/2019	02/15/2020

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturers Offered	Award Date	Expiration Date
006-053	Summit Technology Consulting Group LLC	Lancaster	PA	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Application Software; Educational Software; Firewall and Security Software; Imaging Software; Network Software; Volume Licensing of Software Products	Absolute Software Corporation; ADTRAN, Inc.; Aruba Networks, Inc.; Attachmate; Autodesk; Avocent; Axis Communications; Bosch Security Systems; Checkpoint Technologies; Cisco Systems, Inc (Meraki, IronPort); ClearOne; Contex; Corel; D-Link; eCAS (Veramark); F5 Networks; Fluke Networks; Hewlett-Packard (HP); Honeywell; IBM; Imation; Juniper Networks (US), Inc.; Kaspersky; Kodak; Kofax Software; LANDesk; Lenovo; Liebert; Microsoft Corporation; Milestone Systems; NetGear; Novell; Oki Data; Overland Storage; Panasonic; Qlogic; Quantum (Storage, Archive and Data protection); RARITAN; SanDisk; SAP; Schneider Electric; Sharp Electronics Corporation; SonicWALL; Sony; Sophos; Symantec; Trend Micro; VMWare; Watchguard; Wyse; Xerox; Zebra Technologies	01/17/2012	01/17/2020

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturers Offered	Award Date	Expiration Date
006-096	synergIT Incorporated	Pittsburgh	PA	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Out of State; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Application Software; Communication Software; Educational Software; Firewall and Security Software; Network Software; System Software; Volume Licensing of Software Products	Absolute Software Corporation; Cisco Systems, Inc (Meraki, IronPort); Citrix; Google; Solar Winds; StorMagic; Veeam Software; VMWare; Zix Corporation	09/13/2010	09/13/2020

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturers Offered	Award Date	Expiration Date
006-094	Worldgate, LLC.	Philadelphia	PA	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Out of State; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Application Software; Educational Software; Firewall and Security Software; Imaging Software; Network Software; Volume Licensing of Software Products	Worldgate; Worldgate	07/13/2011	07/13/2020

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturers Offered	Award Date	Expiration Date
006-167	Zones, Inc.	Auburn	WA	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Application Software; Business Processes Software; Communication Software; Educational Software; Firewall and Security Software; Firmware Software; Imaging Software; Language Software; Network Software; On-site Data Management Software; System Software; Volume Licensing of Software Products	Adobe; Bluebeam Software; BMC Software; Citrix; CommVault; CradlePoint; Fortinet; JAMF; Kaspersky; Microsoft Corporation; NetMotion; Oracle; RedHat; Sophos; Symantec; TechSmith; Trend Micro; Unitrends; Veeam Software; Veritas; VMWare	11/22/2016	11/22/2019



Commonwealth of Pennsylvania
Department of General Services
Bureau of Procurement
555 Walnut Street, 6th Floor
Harrisburg, PA 17101-1914

Toll Free Telephone: 1-866-768-7827
Local Telephone: 717-346-9009
Fax: 717-783-6241
Email: GS-PACostars@state.pa.us
Website: www.costars.state.pa.us

Date: 11/26/2018

General Code, LLC
Attn: Kathleen Ross
781 Elmgrove Road
Rochester, NY 14624

Subject: COSTARS Participation – Renewal Confirmation
Contract Number: 006-126 - Packaged Software

Dear Contractor:

The Department of General Services, Bureau of Procurement, has received your payment of the \$500.00 administrative fee required to renew your COSTARS participation for contract number 006-126. This will confirm that your company is authorized to continue to sell the awarded items/services under this contract to registered COSTARS members for the contract term 12/13/2012 through 12/13/2019 .

Thank you for your continued participation in the COSTARS Program. Should you have any questions, please contact COSTARS Program staff by email to GS-PACostars@pa.gov or toll-free telephone at 1.866.768.7827.

Regards,

Emanuel Williams
(P): 717-703-2946
(F) :717-783-6241
E-Mail: emwilliams@pa.gov

INSTRUCTIONS TO BIDDERS FOR COSTARS CONTRACTS

1. BID SUBMISSION:

The Department of General Services (DGS) requests bids for the services or item(s) described in the Invitation for Bids. The Invitation for Bids Summary Sheet, the COSTARS Bid/Contract form, these Instructions To Bidders For COSTARS Contracts, the COSTARS Contract Standard Terms and Conditions ("Standard Terms and Conditions"), the COSTARS Contract Special Terms and Conditions ("Special Terms and Conditions") and all the documents referenced on these forms will be referred to collectively as the IFB, and the COSTARS Contract that may be awarded as a result of this IFB will be referred to as the "Contract" in this document.

a. The Bidder must complete the COSTARS Bid/Contract form with the information relevant to the bid, including the Bidder's name and address; federal identification number or social security number; contact person name, telephone and fax numbers, and e-mail and web addresses; prompt payment discount (if any); and number of days required for delivery following receipt of any purchase order ("PO") issued under the Contract.

b. The individual(s) signing the Bid must be authorized to sign for and to bind the Bidder to provide the item(s) at the price(s) and in accordance with the terms and conditions set forth in the Bidder's Bid and in the IFB.

c. The Bidder must sign the Bid in ink. DGS will reject any bid priced or signed in pencil.

d. The Bidder shall submit its Bid, consisting of the completed and signed COSTARS Bid/Contract form and all other documents required by the IFB, in a sealed envelope clearly marked "Bid" on the front near the submission address. The front of the Bid envelope must also include the assigned Contract number.

e. Each Bidder is responsible to ensure that DGS receives the Bid in the DGS bid room, located off the Bureau of Procurement lobby on the sixth floor of Forum Place ("Bid Room") identified on the Invitation for Bids summary sheet, for bid opening. Any bid received after the time set for the opening of Bids ("Bid Opening Time") will be opened on the next Commonwealth business day. In the event that, due to inclement weather, natural disaster, or other cause, the DGS office where the Bid Room is located is officially closed, the Bid opening shall be automatically postponed until the next Commonwealth business day at that location, unless DGS otherwise notifies the Bidders. The Bid Opening Time shall remain the same for any opening automatically occurring on the next Commonwealth business day.

Bidders should address their bid packages to the DGS Bureau of Procurement, Bid Room, 555 Walnut Street, 6th Floor, Harrisburg, PA 17101-1914, regardless of their chosen method of delivery. A "Mailed Bid" (the term connotes any bid submitted through the United States Postal Service or any other third party carrier) will be routed through the Commonwealth's central mail processing location ("Central Processing") before arriving at the DGS Bid Room. The US Postal Service and other delivery carriers are familiar with the Commonwealth's mail processing requirements.

f. DGS will open all Bids timely received in the Bid Room publicly, in the presence of one or more witnesses, at the Bid Opening Time and in the Bid Opening Room.

g. Bids must be firm, with no qualifications. If a Bid is submitted with conditions or exceptions or not in conformance with the terms and conditions referenced in the IFB, DGS will reject the Bid. If the items the Bidder offers are not in conformance with the Contract specifications, as determined in the DGS's sole discretion, DGS will reject the Bid.

h. DGS strongly encourages the Bidder to submit its bids in electronic form, on CD or diskette, in addition to submitting the printed copy required in Subsection 7.e. Electronic submission will ensure that the widest range of bid information is available from the DGS COSTARS contract website. The Bidder shall ensure that any electronic bid documents it may transmit in response to this Invitation For Bids is virus-free and in a format (e.g. Microsoft Word, Excel, Adobe Acrobat) accessible by DGS.

2. BIDDER'S REPRESENTATION AND AUTHORIZATION:

a. Each Bidder, by making its Bid, understands, represents, and acknowledges all of the following terms:

1. The Bidder has read and understands the terms and conditions of the IFB and makes its Bid in accordance with those terms and conditions.

2. The items offered in the Bid will conform to the specifications in the IFB, without exceptions or qualifications.

3. The Bidder has determined its Bid prices and amounts independently, without consultation, communication, or agreement with any other contractor, bidder, or potential bidder, excepting contacts with potential subcontractors or suppliers for this Contract.

4. The Bidder has not disclosed the Bid prices or amounts to any other firm or person who is a bidder or potential bidder, nor will the Bidder disclose the Bid prices or amount to such persons before Bid Opening Time.

5. The Bidder has not attempted, and agrees it will not attempt, to induce any firm or person to refrain from bidding on the Contract, to submit a bid higher than the Bidder's price(s) or amount, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

6. The Bidder submits its Bid in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

7. To the best of the knowledge of the person signing the Bid for the Bidder, the Bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as disclosed by the Bidder in its Bid.

8. Neither the Bidder, nor any of its subcontractors or suppliers included in this Bid, is under suspension or debarment by the Commonwealth, or any governmental entity, instrumentality, or authority, and if the Bidder cannot so certify, then it shall submit with its Bid a written explanation of why it cannot make such certification.

9. To the best of the knowledge of the person signing the Bid for the Bidder, except as the Bidder has otherwise disclosed in its Bid, the Bidder has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Bidder that is owed to the Commonwealth.

10. All of the Bidder's information and representations in the Bid are material and important and will be relied upon by the Commonwealth in awarding the Contract and by any Purchaser issuing a PO under the Contract. DGS will treat, and any Purchaser may treat, any Bidder misstatement as fraudulent concealment of the true facts relating to the Bid submission, as a punishable offense under Section 4904 of the Pennsylvania Crimes Code, Title 18 of the Pennsylvania Consolidated Statutes.

11. In accordance with Section 6 of the Standard Terms and Conditions, the Bidder understands that it has no expectation or guarantee of any specific quantity or number of POs from prospective Purchasers.

12. Neither DGS nor any Commonwealth agency will make purchases under the Contract. Only third-party Purchasers as defined in Section 2 of the Standard Terms and Conditions may issue Contract POs.

b. Each Bidder, by making its Bid, authorizes all Commonwealth agencies to release to DGS information related to liabilities to the Commonwealth including, but not limited to, taxes, unemployment compensation, and workers' compensation liabilities.

c. If DGS awards a Contract to the Bidder, the Bidder agrees that it intends to be legally bound to the Contract, which is formed between DGS and the Bidder, and to any PO from a Purchaser under the Contract.

3. PRICES:

DGS will require each Contractor to provide the awarded items to Purchasers issuing POs under this Contract at the prices quoted in the Bid for the duration of this Contract. The Contractor may offer voluntary price reductions and provide the awarded items at prices that are lower than its Contract prices.

4. CONTRACT DELIVERABLES:

Unless otherwise specified in the Special Terms and Conditions, all products offered by Bidders must be new or remanufactured. A "new" product is one for which the Purchaser will be the first user after the product is manufactured or produced. A "remanufactured" product is one that:

- has been rebuilt, using new or used parts, to a condition which meets the original manufacturer's most recent specifications for the item;
- does not, in DGS's sole discretion, differ in appearance from a new item; and
- has the same warranty as a new product.

Unless otherwise specified in the Special Terms and Conditions, a Bidder may propose only new and remanufactured products in its Bid. This clause shall not be construed to prohibit Bidders from offering products with recycled content, provided the product itself is new or remanufactured.

5. MODIFICATION OR WITHDRAWAL OF BID:

A Bidder may withdraw or modify its Bid only in accordance with the following requirements:

a. A Bidder may modify its Bid prior to the Bid Opening Time as follows:

1. If a Bidder intends to modify its Bid by written notice, the Bidder must deliver the Bid modification in a sealed envelope with a notation on the cover identifying the assigned Contract Number, marked with the words "Bid modification" on the face of the envelope. The notice contained in the sealed envelope must identify the particular Bid to be modified, including the specific modification being made, and the Bidder must sign the notice in ink, including evidence of authorization for the individual signing to modify the Bid on the Bidder's behalf. DGS will reject any Bid modification received after the Bid Opening Time.

2. If a Bidder intends to modify its Bid in person, the individual who will modify the Bid must arrive in the Bid Room prior to the Bid Opening Time, show a photo identification, and provide evidence of his/her authorization by the Bidder to modify the Bid. If a Bidder intends to modify its Bid in person, the Bidder may do so only in the presence of a DGS employee, who will observe the Bidder representative's actions to modify the Bid without reading either the original Bid or the modification.

b. A Bidder may withdraw its bid prior to the exact Bid Opening Time as follows:

1. If a Bidder intends to withdraw its Bid by written notice, the Bidder must deliver a written withdrawal that specifically identifies the Contract number for the Bid being withdrawn. The Bidder must sign the notice in ink, including evidence of authorization for the individual signing to withdraw the bid on the Bidder's behalf. Except as provided in Subsection 5.c. of these General Conditions, DGS will reject any Bid withdrawal received after the Bid Opening Time.

2. If a Bidder intends to withdraw its Bid in person, the individual who will withdraw the Bid must arrive in the Bid Room prior to the Bid Opening Time, show a picture

identification, and provide evidence of his/her authorization by the Bidder to withdraw the Bid.

c. A Bidder is permitted to withdraw a Bid after the Bid Opening Time only under the following conditions:

1. The Bidder submits a written request for withdrawal.
2. The Bidder presents credible evidence in its written request that the reason for a lower Bid price was a clerical or mathematical mistake as opposed to a mistake in judgment and was due to an unintentional arithmetical error/omission of a substantial quantity of work, labor, material, or services in the direct computation of the Bid amount.
3. The Bidder's request for relief with supporting documentation of the error must reach the Issuing Office within three business days after the Bid opening, and before the Contract award.
4. The Bid withdrawal cannot result in the award of the Contract on another Bid of the same Bidder, its partner, or a corporation or business venture owned by or in which the Bidder has a substantial interest.
5. The Bidder cannot supply any material or labor or perform any subcontract or other work agreement for the awarded contractor, without the written approval of the Issuing Office.

d. Except as provided in subsection c. of this Section 5., a Bidder may not modify, withdraw, or cancel its Bid for a minimum period of 90 days following the date of Bid opening. This award period may be extended by mutual agreement. If the Bidder withdraws its Bid (except as permitted in subsection c.) prior to the expiration of the award period or fails to comply with the requirements set forth in the IFB, including but not limited to any requirement to submit performance or payment bonds or insurance certificates within the required time period, the Bidder shall be liable to DGS for costs and damages associated with any re-award or re-bid.

e. After the receipt of Bids, the Issuing Office shall have the right to contact any Bidder to:

1. clarify the Bid to confirm the Issuing Office's understanding of statements or information in the Bid, or
2. obtain additional information on the items offered, provided the IFB does not require the rejection of the Bid for failure to include such information.

6. REJECTION OF BIDS:

DGS reserves the right to reject any and all Bids, to waive technical defects or any informality in Bids, and to accept or reject any part of any Bid in the best interests of the Commonwealth, as determined in DGS's sole discretion. An unsigned Bid is not a waivable technical defect or informality.

7. AWARDS:

DGS is using the multiple award method of contract award as set forth in Section 517 of the Commonwealth Procurement Code, 62 Pa.C.S. § 517, to contract for the items covered by this IFB. Unless DGS rejects all Bids, and except as otherwise provided by law, DGS will award a COSTARS contract by issuing a copy of the fully-executed and approved contract documents to all responsible and responsive Bidders.

a. To be eligible for Contract award, a Bidder must be a manufacturer, wholesaler, dealer, distributor, or reseller of the offered goods. A Bidder need not offer the full spectrum of goods encompassed in this procurement, but DGS encourages the Bidder to offer the widest possible selection of goods possible within the scope of this Invitation For Bids.

b. If the Bidder is not a manufacturer, it must submit written proof from the manufacturer of the Bidder's authorization to sell the manufacturer's goods and materials, as required by this Contract (the proof need not be specific to this procurement). If the manufacturer defines the area in which

the Bidder is authorized to sell its products, the Bidder shall include the manufacturer's description of the Bidder's authorized sales territory. If the Bidder sells through a manufacturer's authorized distributor, DGS will accept the distributor's written authorization to the Bidder permitting the Bidder to sell the manufacturer's goods and materials. The manufacturer's written authorization should state that the distributor has the authority to pass the manufacturer's sales authorization through to the reseller.

c. DGS will award COSTARS contracts by issuing a copy of the fully-executed and approved contract documents to all responsible and responsive Bidders. Because DGS will award a contract to every responsive and responsible Bidder, pricing is not a determinative factor for this procurement. However, the Bidder should understand that its pricing may be a key consideration in a Purchaser's selection of a Contractor.

d. A Bidder will not be excluded from the bidding process if it is unable to provide a dedicated website for Purchasers ("COSTARS Website"). While DGS strongly encourages the Contractor to provide a COSTARS Website (see Section 9 of the Standard Terms and Conditions), it is not required and will NOT be a factor in contract award.

e. The Bidder shall include one hard (printed) copy of its bid in its bid package. In addition, the Bidder is encouraged to include in its bid package an electronic submission of all offered items and pricing, and to submit the Bid Item Workbook in an unprotected, electronic format (e.g. Microsoft Word, Excel, Adobe Acrobat) on a diskette or CD along with the hard copy.

8. APPLICABILITY:

COSTARS Contracts are solely for the use of local public procurement units and state affiliated entities, as defined in Section 2 of the COSTARS Contract Standard Terms and Conditions. Commonwealth executive and independent agencies are prohibited from procuring items through COSTARS contracts.

9. ADMINISTRATIVE FEES:

DGS will award COSTARS Contracts to Bidders for the sole benefit of the third party Purchasers. Contractors are required to pay the appropriate Administrative Fee in each contract period, including a nonexclusive license to use the COSTARS Brand as more fully described in Section 35 of the COSTARS Contract Standard Terms and Conditions, and according to the following criteria:

Bidder Classification	Required Administrative Fee
Department of General Services Verified Small Diverse Business	\$166
Department of General Services Self-Certified Small Business	\$500
All Other Bidders	\$1,500

If the bidder is a Department of General Services Self-Certified Small Business or Department of General Services-verified Small Diverse Business, the bidder must submit a copy of its active Small Business Contracting Program certificate with its bid.

a. The Bidder must pay the appropriate fee upon request to receive a Contract award. DGS may reject as nonresponsive any Bid where the fee is not submitted within 15 calendar days of request. For any Bidder whose Bid is rejected for other reasons, where the Bidder has paid the fee, DGS will refund the payment.

b. Unless terminated in accordance with the provisions of Subsection 3.c. of the COSTARS Contract Standard Terms and Conditions, the Contract will renew automatically on the anniversary of the Effective Date, (1) provided that the Contractor has submitted a check for the renewal fee made payable to "Commonwealth of PA" for the appropriate amount prior to the renewal date; (2) either party provides the other party with written notice that it does not intend to renew; or (3) the Contract was earlier terminated in accordance with the provisions of Section 24 of the Standard Terms and Conditions.

10. CONTRACT SECURITY:

No performance security is required for this bid.

11. ESTIMATED QUANTITIES:

As there are multiple awards and no requirement for buyers to purchase from any particular awarded vendor, there is no reliable method to predict with any level of certainty any expected Contract volume.

12. DEPARTMENT OF STATE REGISTRATION:

If the bidder is using a fictitious name on its bid documents, or if the bidder is a foreign corporation (incorporated outside of Pennsylvania), the bidder certifies that its name is recorded accurately on the bid form and that it has complied with the Department of State's registration requirements under Pennsylvania law. See Attachment A for instructions on how to confirm registration on the Department of State's website.

13. BID PROTEST PROCEDURE:

DGS's bid protest procedures are set forth on the DGS website at www.dgs.state.pa.us, and DGS will disregard any protest that is not filed in compliance with these procedures. The Bidder acknowledges that a Contractor may not file any protest, claim, or other action against DGS or the Commonwealth when such action is based upon a PO, and that it shall file any such action directly with the Purchaser.

14. QUESTIONS:

Interested parties shall direct any questions concerning Contract conditions and specifications to the attention of the DGS Commodity Specialist identified in the IFB. DGS will accept written questions and comments concerning this procurement via email to emwilliams@pa.gov. DGS posts the written questions and official answers on its website to give all prospective bidders equal access to the information. DGS will post all questions and official answers as addenda to the bid documents on the DGS website in the order that questions are received.

Direct all questions concerning this IFB to: Emanuel Williams
emwilliams@pa.gov
c/o DGS Bureau of Procurement
COSTARS Program
555 Walnut Street, 6th Floor
Harrisburg, PA 17101-1914

**RECIPROCAL LIMITATIONS ACT
REQUIREMENTS**

Please Complete Applicable Portion of Pages 3 & 4 and Return with Bid.

NOTE: These Requirements Do Not Apply To Bids Under \$10,000.00

I. REQUIREMENTS

- A.** The Reciprocal Limitations Act requires the Commonwealth to give preference to those bidders offering supplies produced, manufactured, mined or grown in Pennsylvania as against those bidders offering supplies produced, manufactured, mined or grown in any state that gives or requires a preference to supplies produced, manufactured, mined or grown in that state. The amount of the preference shall be equal to the amount of the preference applied by the other state for that particular supply.

The following is a list of states which have been found by the Department of General Services to have applied a preference for in-state supplies and the amount of the preference:

	STATE	PREFERENCE
1.	Alaska	7% (applies only to timber, lumber, and manufactured lumber products originating in the state)
2.	Arizona	5% (construction materials produced or manufactured in the state only)
3.	Hawaii	10%
4.	Illinois	10% for coal only
5.	Iowa	5% for coal only
6.	Louisiana	4% meat and meat products 4% catfish 10% milk & dairy products 10% steel rolled in Louisiana 7% all other products
7.	Montana	5% for residents * 3% for non-residents* *offering in-state goods, supplies, equipment and materials
8.	New Mexico	5%
9.	New York	3% for purchase of food only
10.	Oklahoma	5%
11.	Virginia	4% for coal only
12.	Washington	5% (fuels mined or produced in the state only)
13.	Wyoming	5%

- B.** The Reciprocal Limitations Act requires the Commonwealth to give preference to those bidders offering printing performed in Pennsylvania as against those bidders offering printing performed in any state that gives or requires a preference to printing performed in that state. The amount of the preference shall be equal to the amount of the preference applied by the other state for that particular category of printing.

The following is a list of states which have been found by the Department of General Services to have applied a preference for in-state printing and the amount of the preference:

	STATE	PREFERENCE
1.	Hawaii	15%
2.	Idaho	10%
3.	Louisiana	3%
4.	Montana	8%
5.	New Mexico	5%
6.	Wyoming	10%

- C.** The Reciprocal Limitations Act, also requires the Commonwealth to give resident bidders a preference against a nonresident bidder from any state that gives or requires a preference to bidders from that state or exclude bidders from states that exclude nonresident bidders. The amount of the preference shall be equal to the amount of the preference applied by the state of the nonresident bidder. The following is a list of the states which have been found by the Department of General Services to have applied a preference for in-state bidders and the amount of the preference:

	STATE	PREFERENCE
1.	Alaska	5% (supplies only)
2.	Arizona	5% (construction materials from Arizona resident dealers only)
3.	California	5% (for supply contracts only in excess of \$100,000.00)
4.	Connecticut	10% (for supplies only)
5.	Montana	3%
6.	New Mexico	5% (for supplies only)
7.	South Carolina	2% (under \$2,500,000.00) 1% (over \$2,500,000.00)

This preference does not apply to construction contracts nor where the price of a single unit exceeds \$10,000.

8.	West Virginia	2.5% (for the construction, repair or improvement of any buildings)
9.	Wyoming	5%

	STATE	PROHIBITION
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1.	New Jersey	For supply procurements or construction projects restricted to Department of General Services Certified Small Businesses, New Jersey bidders shall be excluded from award even if they themselves are Department of General Services Certified Small Businesses.
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- D. The Reciprocal Limitations Act also requires the Commonwealth not to specify, use or purchase supplies which are produced, manufactured, mined or grown in any state that prohibits the specification for, use, or purchase of such items in or on its public buildings or other works, when such items are not produced, manufactured, mined or grown in such state. The following is a list of the states which have been found by the Department of General Services to have prohibited the use of out-of-state supplies:

	STATE	PROHIBITION
1.	Alabama	Only for printing and binding involving "messages of the Governor to the Legislature", all bills, documents and reports ordered by and for the use of the Legislature or either house thereof while in session; all blanks, circulars, notices and forms used in the office of or ordered by the Governor, or by any state official, board, commission, bureau or department, or by the clerks of the supreme court . . ./and other appellate courts/; and all blanks and forms ordered by and for the use of the Senate and Clerk or the House of Representatives, and binding the original records and opinions of the Supreme Court . . . /and other appellate courts/
2.	Georgia	Forest products only
3.	Indiana	Coal
4.	Michigan	Printing
5.	New Mexico	Construction
6.	Ohio	Only for House and Senate bills, general and local laws, and joint resolutions; the journals and bulletins of the Senate and house of Representatives and reports, communications, and other documents which form part of the journals; reports, communications, and other documents ordered by the General Assembly, or either House, or by the executive department or elective state officers; blanks, circulars, and other work for the use of the executive departments, and elective state officers; and opinions of the Attorney General.
7.	Rhode Island	Only for food for state institutions.

*If the bid discloses that the bidder is offering to supply one of the above-listed products that is manufactured, mined, or grown in the listed state, it shall be rejected. Contractors are prohibited from supplying these items from these states.

II. CALCULATION OF PREFERENCE

In calculating the preference, the amount of a bid submitted by a Pennsylvania bidder shall be reduced by the percentage preference which would be given to a nonresident bidder by its state of residency (as found by the Department of General Services in Paragraph C_{above}). Similarly, the amount of a bid offering Pennsylvania goods, supplies, equipment or materials shall be reduced by the percentage preference which would be given to another bidder by the state where the goods, supplies, equipment or materials are produced, manufactured, mined or grown (as found by the Department of General Services in Paragraphs A and B above).

THIS FORM MUST BE COMPLETED AND RETURNED WITH THE BID

III. STATE OF MANUFACTURE

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

ITEM NUMBER	NAME OF MANUFACTURER	STATE (OR FOREIGNCOUNTRY) OF MANUFACTURE

IV. BIDDER'S RESIDENCY

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

Correct Address: _____

B. In order to claim the preference provided under Section I.B., Pennsylvania resident bidders must complete the following or have such information on file with the Issuing Office:

1. Address of bidder's bona fide establishment in Pennsylvania at which it was transacting business on the date when bids for this contract/requisition were first solicited: _____

2. a. If the bidder is a corporation:

(1) The corporation is or is not incorporated under the laws of the Commonwealth of Pennsylvania.

(a) If the bidder is incorporated under the laws of the Commonwealth of Pennsylvania, provide date of incorporation: _____

(b) If the bidder is not incorporated under the laws of the Commonwealth of Pennsylvania, it must have a certificate of authority to do business in the Commonwealth of Pennsylvania from the Pennsylvania Department of State as required by the Pennsylvania Business Corporation Law (15 P.S. §2001). Provide date of issuance of certificate of authority: _____

(2) The corporation is or is not conducting business in Pennsylvania under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, it must register the fictitious name with the Secretary of the Commonwealth and the office of the prothonotary of the county wherein the registered office of such corporation is located as required by the Fictitious Corporate Name Act, as amended 15 P.S. §51 et seq. Corporate bidders conducting business under an assumed or fictitious name must provide date of registry of the assumed or fictitious name: _____

b. If the bidder is a partnership:

(1) The partnership is or is not conducting business in Pennsylvania under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, it must file with the Secretary of the Commonwealth and the office of the prothonotary the county wherein the principal place of business is located as required by the Fictitious Name Act of May 24, 1945, P.L. 967, as amended 54 P.S. §28.1. Partnerships conducting business under an assumed or fictitious name must provide the date of filing of the assumed or fictitious name with the Secretary of the Commonwealth: _____

(2) The partnership is or is not a limited partnership formed under the laws of any jurisdiction other than the Commonwealth of Pennsylvania. If the bidder is an Out-of-state limited partnership, it must register with the Pennsylvania Department of State as required by the Act of July 10, 1981, P.L. 237, as amended, 59 Pa. C.S.A. §503. Out-of-state limited partnerships must provide the date of registry with the Pennsylvania Department of State: _____

c. If the bidder is an individual:

He or she is or is not conducting business under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, he or she must file with the Secretary of the Commonwealth and the office of the prothonotary in the county wherein the principal place of business is located as required by the Fictitious Name Act of May 24, 1945, P.L. 967, as amended, 54 P.S. §28.1. Individuals conducting business under an assumed or fictitious name must provide the date of filing of the assumed or fictitious name with the Secretary of the Commonwealth: _____



Commonwealth of Pennsylvania

Date: 04/20/2018
Subject: Software
Solicitation/Bid Number: COSTARS-6
Solicitation Date: 08/03/2010
Addendum Number: 10

To All Suppliers:

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

In accordance with Section 34 (Changes) of the COSTARS Contract Standard Term and Conditions, the Commonwealth has revised and clarified the contract description from COSTARS-6 Packaged Software to COSTARS-6 Software and revised the definition of Software to include "shrink-wrap" software, downloadable software, on-premise software and on-premise software as a subscription. Supplier hosted and cloud hosted solutions are specifically excluded from the scope of this contract. Also, Section 11 Software Licenses of the COSTARS Contract Special Terms and Conditions is revised, and Attachment C Sample Software License Agreement is replaced. The COSTARS Contract Special Terms and Conditions and the Bid Item Workbook are replaced.

These changes shall be effective immediately. If a Contractor does not wish to abide by the changed terms, it may opt out of the contract by providing written notice to the Commonwealth.

The bid opening date and time shall remain the same.

Please submit any response to this Invitation for Bids to the following address.

DGS Bureau of Procurement
Bid Room
555 Walnut Street, 6th Floor
Harrisburg, PA 17101-1914

When you submit a bid for this procurement, please attach a copy of this addendum, and a copy of each previous COSTARS-6 addendum, to the original copy of your bid proposal. If you fail to do so, DGS may reject your bid as non-responsive.

If you have already submitted your bid, you **MUST** acknowledge this addendum prior to the bid opening date. You must also acknowledge any previous addendum not attached to your earlier-submitted bid in writing, to the address listed above, noting your acknowledgement and acceptance of each addendum either by a signature on its face or by separate cover memo.

IF YOU ARE **CHANGING ANY BID PRICE(S)** FROM A PRIOR BID SUBMISSION, **DO NOT FAX** this addendum and/or cover memo; you must **furnish these instructions in a sealed envelope to the above address.** Please indicate the contract number (COSTARS-6) on the outside of the envelope. **If you are merely acknowledging this addendum with NO CHANGES** to the bid pricing, you may fax a signed copy of this addendum to DGS at 717-783-6241.

Except as clarified and amended by this addendum, the instructions, terms, and conditions of the Invitation for Bids, including any previous addendums, remain as originally written.

Very truly yours,
Name: Emanuel L. Williams
Title: Commodity Specialist
Phone: 717-703-2946
Email: emwilliams@pa.gov

Acknowledged by _____
for _____
(Name of bidding firm)



Commonwealth of Pennsylvania

Date: 03/08/2017
 Subject: Packaged Software
 Solicitation/Bid Number: COSTARS-6
 Solicitation Date: 08/03/2010
 Addendum Number: 9

To All Suppliers:

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

In accordance with Section 34 (Changes) of the COSTARS Contract Standard Term and Conditions, the Commonwealth has revised and replaced the "Instructions to Bidders for COSTARS Contracts" and "COSTARS Contract Standard Terms and Conditions" to reduce the Administrative Fee for DGS-verified Small Diverse Businesses as well as incorporate current, standard contract provisions.

Also, the Commodity Specialist is changed from Roxann MacAvoy to Emanuel Williams at phone 717-703-2946 or email emwilliams@pa.gov.

These changes shall be effective immediately. If a Contractor does not wish to abide by the changed terms, it may opt out of the contract by providing written notice to the Commonwealth.

The bid opening date and time shall remain the same.

Please submit any response to this Invitation for Bids to the following address.

DGS Bureau of Procurement
 Bid Room
 555 Walnut Street, 6th Floor
 Harrisburg, PA 17101-1914

When you submit a bid for this procurement, **please attach a copy of this addendum, and a copy of each previous COSTARS-6 addendum, to the original copy of your bid proposal.** If you fail to do so, DGS may reject your bid as non-responsive.

If you have already submitted your bid, you MUST acknowledge this addendum prior to the bid opening date. You must also acknowledge any previous addendum not attached to your earlier-submitted bid in writing, to the address listed above, noting your acknowledgement and acceptance of each addendum either by a signature on its face or by separate cover memo.

IF YOU ARE CHANGING ANY BID PRICE(S) FROM A PRIOR BID SUBMISSION, DO NOT FAX this addendum and/or cover memo; you must **furnish these instructions in a sealed envelope to the above address.** Please indicate the contract number (COSTARS-6) on the outside of the envelope. **If you are merely acknowledging this addendum with NO CHANGES** to the bid pricing, you may fax a signed copy of this addendum to DGS at 717-783-6241.

Except as clarified and amended by this addendum, the instructions, terms, and conditions of the Invitation for Bids, including any previous addendums, remain as originally written.

Very truly yours,
 Name: Emanuel Williams
 Title: Commodity Specialist
 Phone: 717-703-2946
 Email: emwilliams@pa.gov

Acknowledged by _____
 for _____
 (Name of bidding firm)



Commonwealth of Pennsylvania

Date: 01/14/2016
Subject: Packaged Software
Solicitation/Bid Number: COSTARS-6
Solicitation Date: 08/03/2010
Addendum Number: 8

To All Suppliers:

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

In accordance with Section 34 (Changes) of the COSTARS Contract Standard Terms and Conditions, the Commonwealth has revised and clarified the contract description and product categories within the scope of the COSTARS-6 contract. In addition, Section 9 Ancillary Services of the COSTARS Contract Special Terms and Conditions is revised. The "Installation" provision is replaced in entirety with the attached new provision "Assembly/Installation/Construction Activities".

Finally, the Commonwealth has revised and replaced the COSTARS Contract Standard Terms and Conditions to incorporate recent changes to standard contract provisions.

These changes shall be effective immediately. If a Contractor does not wish to abide by the changed terms, it may opt out of the contract by providing written notice to the Commonwealth.

The bid opening date and time shall remain the same.

Please submit any response to this Invitation for Bids to the following address.

DGS Bureau of Procurement
Bid Room
555 Walnut Street, 6th Floor
Harrisburg, PA 17101-1914

When you submit a bid for this procurement, **please attach a copy of this addendum, and a copy of each previous COSTARS-6 addendum, to the original copy of your bid proposal.** If you fail to do so, DGS may reject your bid as non-responsive.

If you have already submitted your bid, you MUST acknowledge this addendum prior to the bid opening date. You must also acknowledge any previous addendum not attached to your earlier-submitted bid in writing, to the address listed above, noting your acknowledgement and acceptance of each addendum either by a signature on its face or by separate cover memo.

IF YOU ARE CHANGING ANY BID PRICE(S) FROM A PRIOR BID SUBMISSION, DO NOT FAX this addendum and/or cover memo; you must **furnish these instructions in a sealed envelope to the above address.** Please indicate the contract number (COSTARS-6) on the outside of the envelope. **If you are merely acknowledging this addendum with NO CHANGES** to the bid pricing, you may fax a signed copy of this addendum to DGS at 717-783-6241.

Date: 01/14/2016
Subject: Software
Solicitation/Bid Number: COSTARS-6
Solicitation Date: 08/03/2010
Addendum Number: 8

Except as clarified and amended by this addendum, the instructions, terms, and conditions of the Invitation for Bids, including any previous addendums, remain as originally written.

Very truly yours,

Name: Emanuel Williams
Title: Commodity Specialist
Phone: 717-703-2946
Email: emwilliams@pa.gov

Acknowledged by _____

for _____

(Name of bidding firm)

- **Assembly/Installation/Construction Activities**

The following definitions are applicable to this Contract:

Assembly – Assembly as used in this Contract is limited to attaching components of the equipment together to form the final product which is then set in place at its final location, ready for use, with no permanent attachment to the real property.

Installation – Installation as used in this Contract is limited to delivery in place with no permanent attachment to the real property. However, attaching to an existing building floor, wall, or ceiling which can later be removed without damaging the building and/or attaching it to other equipment, pre-existing electrical outlets, pre-existing plumbing hookups, or pre-existing ventilation ducts that are outside of the walls is permitted. Any additional electrical, plumbing, or HVAC work necessary for installation constitutes “Construction Activities” as set forth below.

Construction Activities - Construction Activities as used in this Contract is defined as the process of building, altering, repairing, improving or demolishing a structure or building or other improvements of any kind to any real property to accommodate the delivery or installation of purchased equipment. This also includes, but is not limited to, foundation pads, the pouring of footers, site preparation that includes leveling and/or site drainage.

Total Project Cost – Total Project Cost as used in this Contract includes, but is not limited to, all supplies, equipment, and labor associated with the project. Purchases under this Contract that are part of a phase of a larger project must include the overall project costs for the entire larger project and not just the segments or phase of project for which the item is being purchased.

Assembly and Installation, and Construction Activities for non-governmental members, are permitted without dollar value limitation.

Construction Activities for governmental entities and school district members are limited to those Projects to which The Separations Act of 1913 (71 P.S. § 1618; 53 P.S. § 1003 for municipalities), requiring the solicitation of separate bids and the award of separate contracts where design/specifications are developed for more than one type of electrical, plumbing or HVAC work, is determined to be inapplicable (i.e., below the Separations Act threshold or only one construction discipline is involved). For permitted Construction Activity purchases by governmental and school district members, the following statutes regarding public construction may apply depending upon the Total Project Cost and nature and content of the Project work:

- a. The Pennsylvania Prevailing Wage Act, 43 P.S. Sections 165-1 et seq. The Secretary of Labor and Industry will determine any applicable wage rates by each craft or work classification needed to perform the Contract installation for a government unit.
- b. The Steel Products Procurement Act, 73 P.S. §§ 1881-1887, and the Trade Practices Act, 71 P. S. § 773.101 et seq., which place restrictions upon the source of certain steel, cast iron and aluminum products allowed to be used in the performance of public agency contracts.
- c. The Public School Code of 1949, 24 P.S. §1-101 et seq., which generally requires school districts to competitively bid construction work.
- d. Any additional laws, regulations or policies that may apply to the installation, including but not limited to performance security, payment bonding, insurance and progress/prompt payment requirements.

At the time a quote is requested, the governmental entity Purchaser shall inform the suppliers of any applicable laws and requirements. Failure by the Purchaser to do so, however, does not eliminate or otherwise affect the applicability of the laws and requirements to the purchase.

Governmental entity Purchasers may not use this contract to avoid applicable legal requirements. It is the responsibility of each governmental entity Purchaser to confer with their legal counsel to determine what legal requirements or limitations apply and whether or not the COSTARS contract is appropriate for a particular purchase.

The Purchaser should negotiate the price with the Contractor for Assembly, Installation, and/or Construction Activities (if permitted under the terms of this Contract) and add it as a separate line item to the purchase order for the product or component parts.



Commonwealth of Pennsylvania

Date: 04/07/2014
Subject: Software
Solicitation/Bid Number: COSTARS-6
Solicitation Date: 08/03/2010
Addendum Number: 7

To All Suppliers:

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

In accordance with Section 34 (Changes) of the COSTARS Contract Standard Term and Conditions, the Commonwealth has revised and replaced the following Invitation for Bids/Contract documents to incorporate recent changes to standard contract provisions:

- COSTARS Invitation for Bids Summary Sheet
- Instructions to Bidders for COSTARS Contracts
- COSTARS Bid/Contract
- Bid Item Workbook and Checklist
- COSTARS Contract Standard Terms and Conditions

In addition, Attachment B Contract Provisions – Right to Know Law is removed. Section 36 of the COSTARS Contract Standard Terms and Conditions replaces Attachment B.

These changes shall be effective immediately. If a Contractor does not wish to abide by the changed terms, it may opt out of the contract by providing written notice to the Commonwealth.

The bid opening date and time shall remain the same.

Please submit any response to this Invitation for Bids to the following address.

DGS Bureau of Procurement
Bid Room
555 Walnut Street, 6th Floor
Harrisburg, PA 17101-1914

When you submit a bid for this procurement, please attach a copy of this addendum, and a copy of each previous COSTARS-6 addendum, to the original copy of your bid proposal. If you fail to do so, DGS may reject your bid as non-responsive.

If you have already submitted your bid, you MUST acknowledge this addendum prior to the bid opening date. You must also acknowledge any previous addendum not attached to your earlier-submitted bid in writing, to the address listed above, noting your acknowledgement and acceptance of each addendum either by a signature on its face or by separate cover memo.

IF YOU ARE CHANGING ANY BID PRICE(S) FROM A PRIOR BID SUBMISSION, DO NOT FAX this addendum and/or cover memo; you must **furnish these instructions in a sealed envelope to the above address.** Please indicate the contract number (COSTARS-6) on the outside of the envelope. **If you are merely acknowledging this addendum with NO CHANGES** to the bid pricing, you may fax a signed copy of this addendum to DGS at 717-783-6241.

Date: 04/07/2014
Subject: Software
Solicitation/Bid Number: COSTARS-6
Solicitation Date: 08/03/2010
Addendum Number: 7

Except as clarified and amended by this addendum, the instructions, terms, and conditions of the Invitation for Bids, including any previous addendums, remain as originally written.

Very truly yours,

Name: Roxann MacAvoy
Title: Commodity Specialist

Acknowledged by _____

for _____
(Name of bidding firm)



Commonwealth of Pennsylvania

Date: 12/12/2012
 Subject: Software
 Solicitation/Bid Number: COSTARS-6
 Solicitation Date: 08/03/2010
 Addendum Number: 6

To All Suppliers:

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

In accordance with Section 34 (Changes) of the COSTARS Contract Standard Term and Conditions, the Commonwealth has revised and replaced the following Invitation for Bids/Contract documents in accordance with the new Department of General Services (DGS) Small Business Procurement Initiative requirements:

- COSTARS Invitation for Bids Summary Sheet
- Attachment A Doing Business with the Commonwealth
- Instructions to Bidders for COSTARS Contracts
- Bid Item Workbook

In addition, Reciprocal Limitations Act provisions are revised. Form GSPUR-89 entitled Reciprocal Limitations Act Requirements are replaced in entirety.

These changes shall be effective immediately. If a Contractor does not wish to abide by the changed terms, it may opt out of the contract by providing written notice to the Commonwealth.

The bid opening date and time shall remain the same.

Please submit any response to this Invitation for Bids to the following address.

DGS Bureau of Procurement
 Bid Room
 555 Walnut Street, 6th Floor
 Harrisburg, PA 17101-1914

When you submit a bid for this procurement, please attach a copy of this addendum, and a copy of each previous COSTARS-6 addendum, to the original copy of your bid proposal. If you fail to do so, DGS may reject your bid as non-responsive.

If you have already submitted your bid, you **MUST** acknowledge this addendum prior to the bid opening date. You must also acknowledge any previous addendum not attached to your earlier-submitted bid in writing, to the address listed above, noting your acknowledgement and acceptance of each addendum either by a signature on its face or by separate cover memo.

IF YOU ARE CHANGING ANY BID PRICE(S) FROM A PRIOR BID SUBMISSION, DO NOT FAX this addendum and/or cover memo; you must furnish these instructions in a sealed envelope to the above address. On the outside of the envelope, please indicate the contract number (COSTARS-6). If you are merely acknowledging this addendum with **NO CHANGES** to the bid pricing, you may fax a signed copy of this addendum to DGS at 717-783-6241.

Except as clarified and amended by this addendum, the instructions, terms, and conditions of the Invitation for Bids, including any previous addendums, remain as originally written.

Very truly yours,
 Name: Roxann MacAvoy
 Title: Commodity Specialist

Acknowledged by _____
 for _____
 (Name of bidding firm)



Commonwealth of Pennsylvania

Date: 10/20/2011
 Subject: Software
 Solicitation/Bid Number: COSTARS-6
 Solicitation Date: 08/03/2010
 Addendum Number: 5

To All Suppliers:

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

In accordance with Section 34 (Changes) of the COSTARS Contract Standard Term and Conditions, the Commonwealth is including Reciprocal Limitations Act provisions in this COSTARS contract in response to certain reciprocal preferences and or actions by other states. Please refer to form GSPUR-89 entitled Reciprocal Limitations Act Requirements specifically incorporated and attached hereto for further details.

This change shall be effective immediately. If a Contractor does not wish to abide by the changed terms, it may opt out of the contract by providing written notice to the Commonwealth.

The bid opening date and time shall remain the same.

Please submit any response to this Invitation for Bids to the following address.

DGS Bureau of Procurement
 Bid Room
 555 Walnut Street, 6th Floor
 Harrisburg, PA 17101-1914

When you submit a bid for this procurement, please attach a copy of this addendum, and a copy of each previous COSTARS-6 addendum, to the original copy of your bid proposal. If you fail to do so, DGS may reject your bid as non-responsive.

If you have already submitted your bid, you **MUST** acknowledge this addendum prior to the bid opening date. You must also acknowledge any previous addendum not attached to your earlier-submitted bid in writing, to the address listed above, noting your acknowledgement and acceptance of each addendum either by a signature on its face or by separate cover memo.

IF YOU ARE CHANGING ANY BID PRICE(S) FROM A PRIOR BID SUBMISSION, DO NOT FAX this addendum and/or cover memo; you must furnish these instructions in a sealed envelope to the above address. On the outside of the envelope, please indicate the contract number (COSTARS-6). If you are merely acknowledging this addendum with NO CHANGES to the bid pricing, you may fax a signed copy of this addendum to DGS at 717-783-6241.

Except as clarified and amended by this addendum, the instructions, terms, and conditions of the Invitation for Bids, including any previous addendums, remain as originally written.

Very truly yours,

Name: Roxann MacAvoy
 Title: Commodity Specialist

Acknowledged by _____
 for _____
 (Name of bidding firm)



Commonwealth of Pennsylvania

Date: 05/09/2011
Subject: Software
Solicitation/Bid Number: COSTARS-6
Solicitation Date: 08/03/2010
Addendum Number: 4

To All Suppliers:

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

In accordance with Section 34 (Changes) of the COSTARS Contract Standard Term and Conditions, the Commonwealth has revised Section 29 (Contractor Responsibility Provisions) of the COSTARS Contract Standard Terms and Conditions. The COSTARS Contract Standard Terms and Conditions are replaced to include these revisions (COSTARS STD REV 04/27/2011).

In addition, the COSTARS BID/CONTRACT form is replaced (GSPUR – 15COSTARS, Rev. 04/27/2011) to reference the new COSTARS Contract Standard Terms and Conditions.

This change shall be effective immediately. If a Contractor does not wish to abide by the changed terms, it may opt out of the contract by providing written notice to the Commonwealth.

The bid opening date and time shall remain the same.

Please submit any response to this Invitation for Bids to the following address.

DGS BUREAU OF PROCUREMENT
BID ROOM
555 WALNUT STREET, 6TH FLOOR
HARRISBURG, PA 17101-1914

When you submit a bid for this procurement, please attach a copy of this addendum to the original copy of your bid proposal. If you fail to do so, DGS may reject your bid as non-responsive.

If you have already submitted your bid, you **MUST** acknowledge this addendum prior to the bid opening date. You must also acknowledge any previous addendum not attached to your earlier-submitted bid in writing, to the address listed above, noting your acknowledgement and acceptance of each addendum either by a signature on its face or by separate cover memo.

IF YOU ARE CHANGING ANY BID PRICE(S) FROM A PRIOR BID SUBMISSION, DO NOT FAX this addendum and/or cover memo; you must furnish these instructions in a sealed envelope to the above address. On the outside of the envelope, please indicate the contract number (COSTARS-6). If you are merely acknowledging this addendum with NO CHANGES to the bid pricing, you may fax a signed copy of this addendum to DGS at 717-783-6241.

Date: 05/09/2011
Subject: Software
Solicitation/Bid Number: COSTARS-6
Solicitation Date: 08/03/2010
Addendum Number: 4

Except as clarified and amended by this addendum, the instructions, terms, and conditions of the Invitation for Bids, including any previous addendums, remain as originally written.

Very truly yours,

Name: Roxann MacAvoy
Title: Commodity Specialist

Acknowledged by _____

for _____
(Name of bidding firm)



Commonwealth of Pennsylvania

Date: 11/10/2010
Subject: Software
Solicitation/Bid Number: COSTARS-6
Solicitation Date: 08/03/2010
Addendum Number: 3

To All Suppliers:

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

In accordance with Section 34 (Changes) of the COSTARS Contract Standard Term and Conditions, the Commonwealth has revised Section 27 (Nondiscrimination/Sexual Harassment Clause) and Section 28 (Contractor Integrity Provisions) of the COSTARS Contract Standard Terms and Conditions. The COSTARS Contract Standard Terms and Conditions are replaced to include these revisions (REV 8/19/2010).

In addition, the COSTARS BID/CONTRACT form is replaced (GSPUR – 15COSTARS, Rev. 8/19/2010) to reference the new COSTARS Contract Standard Terms and Conditions.

This change shall be effective immediately. If a Contractor does not wish to abide by the changed terms, it may opt out of the contract by providing written notice to the Commonwealth.

The bid opening date and time shall remain the same.

Please submit any response to this Invitation for Bids to the following address.

**DGS BUREAU OF PROCUREMENT
BID ROOM
555 WALNUT STREET, 6TH FLOOR
HARRISBURG, PA 17101-1914**

When you submit a bid for this procurement, **please attach a copy of this addendum to the original copy of your bid proposal.** If you fail to do so, DGS may reject your bid as non-responsive.

If you have already submitted your bid, you MUST acknowledge this addendum prior to the bid opening date. You must also acknowledge any previous addendum not attached to your earlier-submitted bid in writing, to the address listed above, noting your acknowledgement and acceptance of each addendum either by a signature on its face or by separate cover memo.

IF YOU ARE CHANGING ANY BID PRICE(S) FROM A PRIOR BID SUBMISSION, DO NOT FAX this addendum and/or cover memo; you must **furnish these instructions in a sealed envelope to the above address.** On the outside of the envelope, please indicate the contract number (COSTARS-006). **If you are merely acknowledging this addendum with NO CHANGES** to the bid pricing, you may fax a signed copy of this addendum to DGS at 717-783-6241.

Date: 11/10/2010
Subject: Software
Solicitation/Bid Number: COSTARS-6
Solicitation Date: 08/03/2010
Addendum Number: 3

Except as clarified and amended by this addendum, the instructions, terms, and conditions of the Invitation for Bids, including any previous addendums, remain as originally written.

Very truly yours,

Name: Roxann MacAvoy
Title: Commodity Specialist

Acknowledged by _____

for _____
(Name of bidding firm)



Commonwealth of Pennsylvania

Date: 10/06/2010
Subject: Software
Solicitation/Bid Number: COSTARS-6
Solicitation Date: 08/03/2010
Addendum Number: 2

To All Suppliers:

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

In accordance with Section 34 (Changes) of the COSTARS Contract Standard Term and Conditions, the Commonwealth has revised Section 11 of the COSTARS Contract Special Terms and Conditions. Section 11 of the COSTARS Contract Special Terms and Conditions has been deleted in its entirety and replaced by the following provision. This change shall be effective immediately. If a Contractor does not wish to abide by the changed term, it may opt out of the contract by providing written notice to the Commonwealth.

11. Software Licenses. The Contractor acknowledges and agrees that if a COSTARS member purchases software through this contract, a license agreement for such software is to be entered into between the software publisher and the COSTARS member pursuant to terms acceptable to the COSTARS member. The license agreement attached hereto as Attachment "C" is in a form that is generally acceptable to the COSTARS members. The software publisher and the COSTARS member may negotiate the terms of the software license agreement as mutually agreed upon and as appropriate to the COSTARS member's use of the software. All license terms shall be subject to the standard approval processes established for the COSTARS member, either by policy or statute.

The bid opening date and time shall remain the same.

Please submit any response to this Invitation for Bids to the following address.

DGS Bureau of Procurement
Bid Room
555 Walnut Street, 6th Floor
Harrisburg, PA 17101-1914

When you submit a bid for this procurement, **please attach a copy of this addendum, and a copy of each previous COSTARS-6 addendum, to the original copy of your bid proposal.** If you fail to do so, DGS may reject your bid as non-responsive.

If you have already submitted your bid, you MUST acknowledge this addendum prior to the bid opening date. You must also acknowledge any previous addendum not attached to your earlier-submitted bid in writing, to the address listed above, noting your acknowledgement and acceptance of each addendum either by a signature on its face or by separate cover memo.

IF YOU ARE CHANGING ANY BID PRICE(S) FROM A PRIOR BID SUBMISSION, DO NOT FAX this addendum and/or cover memo; you must furnish these instructions in a sealed envelope to the above address. On the outside of the envelope, please indicate the contract number (COSTARS-6). **If you are merely acknowledging this addendum with NO CHANGES** to the bid pricing, you may fax a signed copy of this addendum to DGS at 717-783-6241.

Date: 10/06/2010
Subject: Software
Solicitation/Bid Number: COSTARS-6
Solicitation Date: 08/03/2010
Addendum Number: 2

Except as clarified and amended by this addendum, the instructions, terms, and conditions of the Invitation for Bids, including any previous addendums, remain as originally written.

Very truly yours,

Name: Roxann MacAvoy
Title: Commodity Specialist

Acknowledged by _____

for _____
(Name of bidding firm)



Commonwealth of Pennsylvania

Date: 08/09/2010
 Subject: Software
 Solicitation/Bid Number: COSTARS-6
 Solicitation Date: 08/03/2010
 Addendum Number: 1

To All Suppliers:

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

The "Special Terms and Conditions dated August 3, 2010" have been replaced with revised "Special Terms and Conditions dated August 6, 2010". The Attachment "C" COSTARS Software License Terms and Conditions 01-19-10 have been added.

The bid opening date and time shall remain the same.

Please submit any response to this Invitation for Bids to the following address.

DGS Bureau of Procurement
 Bid Room
 555 Walnut Street, 6th Floor
 Harrisburg, PA 17101-1914

When you submit a bid for this procurement, **please attach a copy of this addendum to the original copy of your bid proposal.** If you fail to do so, DGS may reject your bid as non-responsive.

If you have already submitted your bid, you MUST acknowledge this addendum prior to the bid opening date in writing, to the address listed above, noting your acknowledgement and acceptance of the addendum either by a signature on its face or by separate cover memo.

IF YOU ARE CHANGING ANY BID PRICE(S) FROM A PRIOR BID SUBMISSION, DO NOT FAX this addendum and/or cover memo; you must furnish these instructions in a sealed envelope to the above address. On the outside of the envelope, please indicate the contract number (COSTARS-6). If you are merely acknowledging this addendum with NO CHANGES to the bid pricing, you may fax a signed copy of this addendum to DGS at 717-783-6241.

Except as clarified and amended by this addendum, the instructions, terms, and conditions of the Invitation for Bids, including any previous addendums, remain as originally written.

Very truly yours,

Name: Roxann MacAvoy
 Title: Commodity Specialist

Acknowledged by _____
 for _____
 (Name of bidding firm)

**COSTARS CONTRACT SPECIAL
TERMS AND CONDITIONS**

REVISED 04/20/2018

These COSTARS Contract Special Terms and Conditions ("Special Terms and Conditions") shall be part of the contract for the supply and delivery of **Software** between the Commonwealth of Pennsylvania, acting through the Department of General Services ("DGS"), and the successful bidder ("Contractor").

1. Order of Precedence. These Special Terms and Conditions supplement the COSTARS Contract Standard Terms and Conditions ("Standard Terms and Conditions") for this procurement. Should any discrepancy occur, the order of precedence shall be that these Special Terms and Conditions shall prevail over all other Contract documents, the Standard Terms and Conditions shall prevail over the Instructions to Bidders for COSTARS Contracts ("ITB") and the bidder's bid submission, and the ITB shall prevail over the bidder's bid submission.

2. Contract Scope. For the purposes of this contract, "**Software**" is defined as follows:

a. Software (also known in the industry as "shrink-wrap" software, downloadable software, on-premise software and on-premise software as a subscription), including but not limited to:

Application Software
Business Processes Software
Communication Software
Educational Software
Firewall and Security Software
Firmware Software
Imaging Software
Language Software
Network Software
On-site Data Management Software
System Software
Volume Licensing of Software Products

b. Telephone support services during normal business hours, including skilled technical assistance, to support installation and operation of the Software;

c. Subscription services, including periodic updates, corrections, fixes and enhancements to the Software; and

d. Maintenance, including corrections of defects in the Software, so that the Software performs the functions described in the Software's manuals and documentation.

e. This contract specifically **excludes** all supplier hosted and cloud hosted solutions. Supplier or cloud hosted solutions are included on Commonwealth IT Services Invitation to Qualify Contract Categories, ITQ -26 Modifiable Off The Shelf (MOTS) Software as Service (SaaS), ITQ- 27 Software Development Services and ITQ-28 Subscription Based Web Application Services or Software as a Service (SaaS) To participate in or view these contracts visit:
<http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/ITQ-Documents.aspx>

3. Contract Award. This is a multiple award contract in accordance with Section 7 of the ITB. Because DGS deems it to be in the best interest of the Purchasers to procure additional Contractors on a continuous basis, DGS will accept bid proposals in response to this procurement on any given Commonwealth business day.

4. Contract Period. DGS will establish the Contract effective date as specified in Subsection 3.a. of the Standard Terms and Conditions. The Contract will renew automatically in accordance with Subsection 3.c. of the Standard Terms and Conditions, unless it is terminated in accordance with Section 24 of the Standard Terms and Conditions, as supplemented by this section.

5. Service Area. The bidder may offer to supply and deliver Software:

- i. Statewide, or
- ii. To any one county specifically identified in the bidder's bid by its corresponding name and number, as listed on the Service Area Sheet of the Bid Item Workbook, or
- iii. To any number of counties specifically identified in the bidder's bid by their corresponding names and numbers, as listed on the Service Area Sheet of the Bid Item Workbook

6. Pricing. The bidder shall complete the Bid Item Workbook, stating percent discount(s) to be deducted from the identified catalog or manufacturer/distributor's most recently published price list; stating "mark-up" as a percentage above the manufacturer/distributor's specified cost; or providing a customized price list of items that the bidder is offering, stating the net price and, if applicable, minimum order requirements for each item. The Bid Item Workbook does not contain a specific list of items. The bidder is free to offer any type or number of items, from any number of manufacturers, in its bid, so long as the items are within the scope of the Contract. Bidders may bid product lines from any number of manufacturers who have authorized the bidders to sell their products. The bidder shall return the completed Bid Item Workbook and all specified attachments in a sealed envelope. Failure to do so may result in DGS's rejection of the bid.

a. The bidder must identify the catalog, manufacturer/distributor's price list, manufacturer/distributor's specified cost sheet, or customized list on the Bid Item Sheet of the Bid Item Workbook, specifying the catalog, list, or cost sheet name, identification number, if applicable, and effective date. DGS may reject any bid omitting this information from the Bid Item Sheet. The bidder must submit a complete catalog, manufacturer/distributor's price list, or manufacturer/distributor's cost sheet within two working days of any DGS request. If the bidder is offering a customized list of items, the bidder shall attach and submit the customized list including net prices with its Bid Item Workbook.

b. The bidder may offer any type of discount, mark-up, or other pricing structure, such as multiple discounts for different lines of products, or different price lists, or different classes of Purchasers, or different prices for different quantities of products.

i. The bidder shall submit a separate Bid Item Sheet for each type of discount, mark-up, customized discounted list, or pricing structure offered.

ii. The bidder should offer its pricing based upon either quantity or the same "best" price regardless of order quantity in a format similar to that used in any of the templates on the Bid Item Sheets of the Bid Item Workbook included with the Invitation For Bids.

iii. The bidder may offer different discounts, mark-ups, customized lists, or prices for different classes of Purchasers. For example, if the bidder offers an educational Purchaser discount, mark-up, or pricing at a different level from other eligible Purchasers, the bidder shall submit separate Bid Item Sheets for each class of Purchaser.

iv. After Contract award, a Contractor may offer, either on its own initiative or at a Purchaser's request, additional discounts, reduced mark-ups, customized lists, or discounted prices for any purchase within the scope of the Contract, even if such discounts, mark-ups, or discounted prices were not included in the bid prices.

c. Except in the event of increased discounts or reduced mark-ups as permitted under Paragraph 6.b.iv., the bidder's percent discount(s) or mark-ups from the bid documents shall remain firm for the entire contract period, including any renewal periods. A Contractor may update its Contract pricing information (actual prices versus percent discounts or mark-ups) upon Contract award. Thereafter, the Contractor may update its pricing no more frequently than Quarterly to adjust its pricing in accordance with any increases or decreases in its manufacturer's or distributor's public price list or manufacturers' or distributors' specified cost sheet, or both. The Contractor shall submit a written request accompanied by an updated Bid Item Workbook to the DGS Commodity Specialist assigned to this procurement requesting review and approval of the update(s). Any additions to manufacturer lines shall be in accordance with paragraph 7.b. of the Instructions to Bidders pertaining to manufacturer's authorization. Approval of the update is automatic within five business days upon DGS' receipt unless notified otherwise in writing by DGS. In no event shall the Contractor increase prices for a particular purchase order following receipt of the order from the Purchaser, nor shall the Contractor be permitted to increase prices retroactively, for any reason.

d. Notwithstanding the language in Subsection c. of this Section, if, as a result of legislation, rulemaking, rate-making, or any related act of a legislative or regulatory body subsequent to bid opening, or due to unusual market conditions, the Contractor's cost of supplying Software increases significantly during the term of this Contract, the Contractor may adjust its prices more frequently. The Contractor shall submit a letter to the DGS Commodity Specialist assigned to this procurement requesting review and approval of the adjustment(s). It is the responsibility of the Contractor to adequately justify the change(s). A letter of verification from the manufacturer must accompany all price adjustment requests showing the manufacturer has increased its prices to all suppliers. The Commodity Specialist will notify the Contractor in writing stating approval/disapproval of the request. Upon approval, the Contractor may issue new price and/or product list(s).

e. The Contractor may supplement its Bid Item Workbook at any time to provide pricing for additional Contract items within the scope of the Contract that become available after submission of the Contractor's bid or to remove items or services it no longer wishes to offer. The Contractor shall submit a written request accompanied by a revised Bid Item Workbook to the DGS Commodity Specialist assigned to this procurement requesting review and approval of the revision(s). Any additions to manufacturer lines shall be in accordance with paragraph 7.b. of the Instructions to Bidders pertaining to manufacturer's authorization. Approval of the change is automatic within five business days upon DGS' receipt unless notified otherwise in writing by DGS.

7. Leasing and Installment Purchases. Suppliers may offer leasing or installment purchases under this contract. The length of the lease or installment purchase may be twelve (12), twenty-four (24), thirty-six (36), forty-eight (48) or sixty (60) months. COSTARS members are encouraged to negotiate the price of the item, in accordance with the pricing submitted by the supplier. Only after pricing has been negotiated should leasing or an installment purchase be considered as both options will increase the price of the item. When requesting lease or installment purchase pricing, suppliers may provide commercially reasonable terms and conditions pertaining solely to the lease or installment purchase. COSTARS members review and negotiate the lease terms and conditions, lease annual percentage rate, residual and after lease provisions in accordance with good business practice. All lease or installment purchase terms shall be subject to the standard approval processes established for the COSTARS member, either by policy or statute, and shall become part of the purchase order.

8. Warranties.

a. In addition to the requirements of the Warranty section, Section 13 of the Standard Terms and Conditions, the Contractor warrants that:

- i. it is the owner of the Software, or if not, that it has the right to grant a license/sublicense to the Software or is an authorized dealer for the Software;

- ii. the Software will perform the functions described in the Software's manuals and documentation; and,
- iii. it has the capability, either directly or through the copyright holder, to perform warranty service for the warranty period.

b. If the Contractor is an authorized dealer, the authorized dealer shall pass on to the Purchaser the warranty that the Software copyright holder provides.

9. Ancillary Services. As provided in the Invitation for Bids (IFB), Contractor may choose to offer ancillary services in conjunction with the products it provides to the Purchaser. **However, any ancillary services offered must be: (1) expressly authorized in the original IFB/Contract. (2) directly related to the delivery, installation or normal use of the product or component parts purchased. (3) limited to the actual product or component parts purchased, and (4) initiated/ordered at the time of product purchase. Stand-alone services and services for products not purchased from this supply Contract, including existing equipment for which component parts from this contract are purchased, are not within the scope of this supply Contract. The Department of General Services reserves the right to determine which ancillary services shall be included in any contract.**

Ancillary services authorized in the Invitation for Bids for this Contract may include, but are not limited to, the following:

- **Customization** – any modification to a Contract item to meet Purchaser-specific requirements. In a situation where the procurement involves custom design and build of an item and the Purchaser determines that on-site inspection of the item is necessary during item design and build, the costs associated with such inspection/monitoring trips to the Contractor's location shall be at the direct expense of the Purchaser and shall not be included in the price of the Contractor's item or paid for by the Contractor in any manner.
- **Special Delivery Arrangements** – these may include, without limitation, fuel surcharges, added charges for multiple delivery locations, or staged deliveries (multiple dates). Such terms shall not alter the requirements of Subsection 10.b. of the COSTARS Contract Standard Terms and Conditions, requiring in pertinent part that the pricing include standard FOB destination delivery.
- **Extended Warranty** (only for products/component parts purchased from the contract)
- **Post Warranty Support and Maintenance Service** (only for products/component parts purchased from the contract)
- **Training**
- **Assembly/Installation/Construction Activities**

The following definitions are applicable to this Contract:

Assembly – Assembly as used in this Contract is limited to attaching components of the equipment together to form the final product which is then set in place at its final location, ready for use, with no permanent attachment to the real property.

Installation – Installation as used in this Contract is limited to delivery in place with no permanent attachment to the real property. However, attaching to an existing building floor, wall, or ceiling which can later be removed without damaging the building and/or attaching it to other equipment, pre-existing electrical outlets, pre-existing plumbing hookups, or pre-existing ventilation ducts that are outside of the

walls is permitted. Any additional electrical, plumbing, or HVAC work necessary for installation constitutes "Construction Activities" as set forth below.

Construction Activities - Construction Activities as used in this Contract is defined as the process of building, altering, repairing, improving or demolishing a structure or building or other improvements of any kind to any real property to accommodate the delivery or installation of purchased equipment. This also includes, but is not limited to, foundation pads, the pouring of footers, site preparation that includes leveling and/or site drainage.

Total Project Cost – Total Project Cost as used in this Contract includes, but is not limited to, all supplies, equipment, and labor associated with the project. Purchases under this Contract that are part of a phase of a larger project must include the overall project costs for the entire larger project and not just the segments or phase of project for which the item is being purchased.

Assembly and Installation, and Construction Activities for non-governmental members, are permitted without dollar value limitation.

Construction Activities for governmental entities and school district members are limited to those Projects to which The Separations Act of 1913 (71 P.S. § 1618; 53 P.S. § 1003 for municipalities), requiring the solicitation of separate bids and the award of separate contracts where design/specifications are developed for more than one type of electrical, plumbing or HVAC work, is determined to be inapplicable (i.e., below the Separations Act threshold or only one construction discipline is involved). For permitted Construction Activity purchases by governmental and school district members, the following statutes regarding public construction may apply depending upon the Total Project Cost and nature and content of the Project work:

- a. The Pennsylvania Prevailing Wage Act, 43 P.S. Sections 165-1 et seq. The Secretary of Labor and Industry will determine any applicable wage rates by each craft or work classification needed to perform the Contract installation for a government unit.
- b. The Steel Products Procurement Act, 73 P.S. §§ 1881-1887, and the Trade Practices Act, 71 P. S. § 773.101 et seq., which place restrictions upon the source of certain steel, cast iron and aluminum products allowed to be used in the performance of public agency contracts.
- c. The Public School Code of 1949, 24 P.S. §1-101 et seq., which generally requires school districts to competitively bid construction work.
- d. Any additional laws, regulations or policies that may apply to the installation, including but not limited to performance security, payment bonding, insurance and progress/prompt payment requirements.

At the time a quote is requested, the governmental entity Purchaser shall inform the suppliers of any applicable laws and requirements. Failure by the Purchaser to do so, however, does not eliminate or otherwise affect the applicability of the laws and requirements to the purchase.

Governmental entity Purchasers may not use this contract to avoid applicable legal requirements. It is the responsibility of each governmental entity Purchaser to confer with their legal counsel to determine what legal requirements or limitations apply and whether or not the COSTARS contract is appropriate for a particular purchase.

The Purchaser should negotiate the price with the Contractor for Assembly, Installation, and/or Construction Activities (if permitted under the terms of this Contract) and add it as a separate line item to the purchase order for the product or component parts.

10. Hold Harmless Provision. Section 19 of the Standard Terms and Conditions is amended to read as follows for this procurement:

19. HOLD HARMLESS PROVISION

a. Commonwealth Held Harmless. The Contractor shall hold the Commonwealth harmless from, and indemnify the Commonwealth against, any and all claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives the Contractor prompt notice of any such claim, demand or action 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. OAG, however, in its sole discretion and under such terms as it deems appropriate, may delegate its right of defense. If OAG delegates the defense to the Contractor, the Contractor shall, at its sole cost and expense, provide legal representation for the Commonwealth. The Commonwealth will cooperate with all reasonable Contractor requests in the defense of such suits.

b. Purchaser Held Harmless. The Contractor shall hold the Purchaser harmless from, and indemnify the Purchaser against, any and all claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Purchaser gives the Contractor prompt notice of any such claim, demand or action of which it learns. At the request of the Purchaser, the Contractor shall, at its sole cost and expense, defend any actions brought against the Purchaser based upon any such claims or demands. The Contractor shall hold the Commonwealth and DGS harmless from any liability whatsoever, regardless of the form of action or type of damage incurred, arising out of the specifics of a Purchaser-issued PO under this Contract.

c. Settlement. Notwithstanding the provisions of subsections (a) and (b) above, the Contractor shall not enter into any settlement without the Commonwealth's or Purchaser's written consent, which consent shall not be unreasonably withheld. The Commonwealth or the Purchaser, in its sole discretion, may allow the Contractor to control the defense and any related settlement negotiations.

d. Limitation of Liability.

i. The Contractor's liability to any Purchaser under any PO issued under the Contract shall be limited to:

(1) The greater of \$1,000,000 or the value of the PO (including any amendments), for POs of \$500,000 or more; or

(2) The greater of \$250,000 or two times the value of the PO for all other POs, unless otherwise specified in the PO.

ii. Except as otherwise stated in this subsection d., this limitation will apply regardless of the form of action, whether in contract or in tort, including negligence. This limitation, however, does not apply to damages for:

(1) Bodily injury;

(2) Damage to real property or tangible personal property for which the contractor is legally liable; or

(3) The contractor's indemnity of DGS and any Purchaser for patent, copyright, trade secret, or trademark protection.

e. In no event will the 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, except for contractor liability associated with viruses or malicious, mischievous or destructive programming. Notwithstanding the foregoing, the contractor shall provide reasonable assistance to any Purchaser in restoring such lost records or data to their most recent backup copy.

11. Software Licenses. If a product purchased through this Contract contains embedded software or is associated with standalone software to be installed on a COSTARS member's computer or other IT Hardware, the Contractor shall retain ownership of its (or its supplier's) intellectual property rights, including software, and the Contractor grants to the purchaser, subject to payment in full, a perpetual, non-exclusive, royalty-free right to use the deliverable unless the purchaser has an existing license in place with the software publisher that covers the licensed software. The license agreement attached hereto as Attachment "C" is in a form that is generally acceptable to the COSTARS members. The software publisher and the COSTARS member may negotiate the terms of the software license agreement as mutually agreed upon and as appropriate to the COSTARS member's use of the software. All license terms shall be subject to the standard approval processes established for the COSTARS member, either by policy or statute.

12. Inspection and Rejection. Section 21 of the Standard Terms and Conditions is amended to read as follows for this procurement:

21. INSPECTION AND REJECTION

No item received by any Purchaser issuing a Contract PO shall be deemed accepted until the Purchaser has had a reasonable opportunity to inspect the item. In no event shall a Contractor specify an inspection period of fewer than 15 days from the date of the Purchaser's receipt of the items from the Contractor. The Purchaser may reject any item discovered to be defective or failing to conform to the Contract specifications upon initial inspection or at any later time if the defects contained in the item (or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. The Contractor shall have the duty to remove rejected item from the Purchaser's premises without expense to the Purchaser within 15 days after notification. Rejected item left longer than 15 days will be regarded as abandoned, and the Purchaser shall have the right to dispose of the item as its own property and shall retain that portion of the proceeds of any sale that represents the Purchaser's costs and expenses for the storage and sale of the item. Upon notice of rejection, the Contractor shall immediately replace all such rejected item with other non-defective items conforming to the specifications. If the Contractor fails, neglects, or refuses to do so, the Purchaser shall then have the right to procure a corresponding quantity of such item, and deduct from any monies then or later due to the Contractor, the difference between the price stated in the Contract and the actual cost of the item to the Purchaser.

COSTARS CONTRACT STANDARD TERMS AND CONDITIONS

1. PURPOSE OF CONTRACT

The Department of General Services ("DGS") is establishing this COSTARS Contract ("Contract") for the exclusive use of local public procurement units and state affiliated entities in accordance with the requirements of Act 77 of 2004, amending Section 1902 of the Commonwealth Procurement Code, 62 Pa.C.S. § 1902.

2. PURCHASERS UNDER THE CONTRACT

a. The Contractor understands that it will not be providing any services or items (Collectively referred to as "Contract items") directly to DGS or any other Commonwealth agency under the Contract. DGS is acting as a facilitator for local public procurement units and state-affiliated entities (together, "Purchasers") who may wish to purchase supplies under the Contract. A "local public procurement unit" is:

- Any political subdivision;
- Any public authority;
- Any tax exempt, nonprofit educational or public health institution or organization;
- Any nonprofit fire, rescue, or ambulance company; and
- To the extent provided by law, any other entity, including a council of governments or an area government that expends public funds for the procurement of supplies, services, and construction.

A state-affiliated entity is a Commonwealth authority or other Commonwealth entity that is not a Commonwealth agency. The term includes the Pennsylvania Turnpike Commission, the Pennsylvania Housing Finance Agency, the Pennsylvania Municipal Retirement System, the Pennsylvania Infrastructure Investment Authority, the State Public School Building Authority, the Pennsylvania Higher Educational Facilities Authority and the State System of Higher Education.

b. DGS requires Purchasers to register as COSTARS Members, and only those entities registered with DGS may purchase from the Contract. Therefore, the Contractor agrees to make Contract sales **only** to DGS-registered COSTARS members. Currently, there are several thousand potential Purchasers registered with DGS. A list of the registered entities, updated frequently, is available on the DGS COSTARS Website at <http://www.costars.state.pa.us/SearchCOMember.aspx>.

Should the Contractor become aware of, or be contacted by, any potential purchaser not currently registered as a COSTARS member, where the potential purchaser believes it may qualify for, and wishes to participate in, the COSTARS Program, the Contractor may refer the potential purchaser to www.costars.state.pa.us to complete the DGS COSTARS member online application.

c. Purchasers have the option to purchase from a Contract awarded under this Invitation For Bids (IFB), from a DGS Statewide contract with awarded contractor(s) for Commonwealth agencies' use (where the Statewide contract permits Purchasers to make use of that contract), from any other cooperative procurement contracts, or from their own procurement contracts established in accordance with the applicable laws governing such procurements.

d. Purchasers who participate in this Contract and issue purchase orders ("POs") to Contractors are third party beneficiaries who have the right to sue and be sued for breach of this contract without joining the Commonwealth or DGS as a party. The Commonwealth will not intervene in any action between a Contractor and a Purchaser unless substantial interests of the Commonwealth are involved.

3. TERM OF CONTRACT

The term of the Contract shall commence on the Effective Date (as defined in this Section 3) and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract.

a. The Effective Date shall be the date the contract is fully executed and all approvals have been obtained as required by Commonwealth contracting procedures. The Contract shall not be legally binding until after DGS sends the fully-executed Contract to the Contractor.

b. The Contractor shall not start performance under this Contract, nor shall the Contractor represent to any prospective Purchaser that the Contractor is authorized to provide supplies under this Contract, until the Effective Date has arrived and the Contractor has received a copy of the fully-executed Contract from DGS. The Contractor understands and accepts that a Purchaser has no obligation to pay the Contractor for any supply furnished, work performed, or expenses incurred

under this Contract at any time, and that only a PO from a Purchaser shall trigger any delivery under this Contract.

c. The Contract will renew automatically on the anniversary of the Effective Date unless:

1. The Contractor has failed to submit payment for the appropriate amount prior to the anniversary date for payment of the contract renewal fee, made payable to "Commonwealth of PA" according to the following criteria:

Contractor Classification	Required Administrative Renewal Fee
Department of General Services Verified Small Diverse Business Bidder	\$166
Department of General Services Self-Certified Small Business Bidder	\$500
All Other Bidders-Contractors	\$1,500

2. Either party provides the other party with written notice that it does not intend to renew; or

3. The contract was earlier terminated in accordance with the provisions of Section 24 of the Standard Terms and Conditions.

4. PURCHASE ORDERS

Purchasers may issue POs against the Contract either directly using the Contractor's dedicated website ("online orders") or any other means the Contractor may provide. Each PO will incorporate the Contract terms and conditions. The Contractor may provide a form PO for Purchaser use, or the Purchaser may use its own PO form. The Contractor shall verify the Purchaser's membership via the "List of COSTARS Members" on the COSTARS website at www.costars.state.pa.us.

Any PO delivered or transmitted to the Contractor after 4:00 p.m. may be considered as received the following business day.

For electronically-issued POs, the following terms apply:

a. Upon receipt of a PO, the Contractor shall promptly deliver or transmit an acknowledgement of the PO to the Purchaser. Both the Contractor's obligation to deliver, and the Purchaser's obligation to receive and pay for, delivered items, shall attach only when the Purchaser has received the Contractor's acknowledgement of the PO.

b. The parties agree that no writing other than the PO and Contractor's acknowledgement shall be required to make the PO legally binding, notwithstanding contrary requirements in any law. The parties agree not to contest the validity or enforceability of an electronic PO or acknowledgement under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements are required to be in writing signed by the parties. A printed record of any electronic PO or acknowledgement will be admissible as evidence in any judicial, arbitration, mediation, or administrative proceedings 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 POs or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the PO or acknowledgement were not in writing or signed by the parties. A PO or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated in these Terms and Conditions for such documents.

c. Each party shall take immediate steps to verify any document that appears to be garbled in transmission or improperly formatted, including retransmission of any such document.

5. INDEPENDENT CONTRACTOR

In performing the required Contract obligations, the Contractor agrees that it will act as an independent contractor and not as an employee or agent of the Commonwealth, DGS, or any Purchaser.

6. THIRD PARTY BENEFICIARIES

The Contractor understands and acknowledges that there is no guarantee that any prospective Purchaser will place a PO under this Contract, and that it is within the sole discretion of the Purchaser whether to procure from the Contract or to use another procurement vehicle.

a. The selection of a particular contractor to provide a Contract item to a particular Purchaser will be based upon best value or return on investment, within the sole discretion of the Purchaser. The Contractor shall have no right to protest Purchaser's selection of another contractor under this procurement or any other contract.

b. The Contractor agrees that any dispute concerning a particular PO shall be resolved between the Contractor and the Purchaser, without DGS participation.

7. COMPLIANCE WITH LAW

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

8. ENVIRONMENTAL PROVISIONS

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

9. CONTRACTOR DEDICATED WEBSITE

DGS strongly encourages the Contractor to provide a dedicated website for Purchasers ("COSTARS Website"), including a complete listing with Contract pricing for all items required under the Contract, product and customer support information, and the capability for COSTARS purchasers to place online orders for Contract items. If the Contractor provides a COSTARS Website, the Contractor agrees to permit DGS to provide a link from the DGS website to the COSTARS Website to facilitate access by prospective Purchasers.

10. PRICING, COMPENSATION, AND INVOICES

The Contractor shall furnish the awarded item(s) to Purchasers issuing POs under this Contract at the price(s) quoted in the Contractor's bid for the term and any and all renewals of this Contract, as further specified in this Section. After delivering the Contract item(s) to the Purchaser, the Contractor shall promptly send an invoice, including the PO number and itemized by line item, to the Purchaser's address specified in the PO. The invoice should include only those amounts due under the PO for items timely and satisfactorily delivered to the Purchaser.

a. The Contractor may offer voluntary price reductions and provide Contract items at prices lower than the Contractor's Contract prices for the items. The Contractor shall be compensated only for item(s) delivered to and accepted by the Purchaser.

b. The pricing for each Contract item shall include the cost of delivery to any destination within the Commonwealth of Pennsylvania as may be further limited by the Special Terms and Conditions, and there shall be no minimum order for shipments qualifying for F.O.B. delivered prices.

c. Because some smaller Purchasers may not have readily available Internet access, awarded Suppliers will also be required to provide hard copies of pricing information via fax or mail to any Purchaser requesting such information within five (5) working days after receipt of the Purchaser's request.

d. The Contractor's price shall include the warranty specified in Section 13 below.

11. PAYMENT

Purchasers electing to participate in the Contract will order items directly from the Contractor and be responsible for payment directly to the Contractor. DGS shall require the Purchaser to put forth reasonable efforts to make payment by the Required Payment Date, defined as (a) the date on which payment is due under the PO terms, (b) 30 days after a Purchaser receives a completed invoice for items the Purchaser has accepted at its "Bill To" address on the PO if no payment date is specified in the PO, or (c) any later payment date specified on the invoice.

a. The Purchaser may delay payment if the invoice amount is greater than the Contract price(s).

b. The Contractor shall not construe any payment as the Purchaser's acceptance of any Contract item(s).

c. DGS, on behalf of the Purchasers, reserves the right for any Purchaser to conduct testing and inspection after payment within a reasonable time after delivery, and for that Purchaser to reject any or all Contract item(s) if such post payment testing or inspection discloses any defect or failure to meet Contract specifications.

d. The Contractor shall specify in the Bid Item Workbook whether it will accept any Purchaser credit card(s) as a method of payment and if so, the particular type(s) of credit card(s) accepted.

12. TAXES

Certain Purchasers may be exempt from excise taxes imposed by the Internal Revenue Service, Pennsylvania state sales tax, local sales tax, public transportation assistance taxes, and fees and vehicle rental taxes. A Purchaser may be registered with the Internal Revenue Service to make tax-free purchases. DGS will require each Purchaser claiming any tax exemption to complete the appropriate areas on the PO form to notify the Contractor of the applicable tax exemptions. The Pennsylvania Department of Revenue's regulations provide that exemption certificates are not required for sales made to governmental entities and no such certificates are issued.

13. WARRANTY

The Contractor warrants that all Contract item(s) it may furnish, either itself or through its agents and subcontractors, shall be free and clear of any defects in workmanship or materials.

a. The Contractor shall pass through to the Purchaser the manufacturer's warranty for all Contract Items. The Contractor shall correct any problem with the Contract Item(s) and/or replace any defective part with a part of equivalent or superior quality, without additional cost to the Purchaser.

b. The Contractor warrants that all items to be provided under the Contract meet the requirements of Section 4 of the Instructions to Bidders ("Contract Deliverables").

c. The warranty period for a Contract Item shall commence upon delivery of the Contract Item to the Purchaser at the Purchaser's specified address.

14. DELIVERY

The Contractor shall deliver all item(s) F.O.B. Destination to the address specified on the PO.

a. The Contractor shall deliver all items ordered from this Contract within time period specified in the Contract, and, if no time period is specified, within a reasonable time, not to exceed 30 calendar days after receipt of any order, unless the Contractor and the Purchaser shall otherwise agree in writing. Time is of the essence in the performance of this Contract and, in addition to any other remedies, the Purchaser may terminate any PO for failure to make delivery as specified in this Contract and the PO.

b. The Contractor agrees to bear the risk of loss, injury, or destruction of the item(s) ordered prior to the Purchaser's receipt of the items. The Contractor also agrees that such loss, injury, or destruction shall not release the Contractor from any of its contractual obligations to the Purchaser or DGS.

15. SALES REPORTS

The Contractor shall furnish to the DGS COSTARS Program Office a quarterly electronic Contract sales report detailing the previous quarter's Contract purchasing activity in the format prescribed by DGS. The Contractor shall submit its completed quarterly report no later than the fifteenth calendar day of the succeeding calendar quarter.

a. The Contractor shall submit the reports through the web-based COSTARS Suppliers' Gateway of the PA Supplier Portal at <https://pasupplierportal.state.pa.us/irj/portal/anonymous>, Enterprise Applications. If a Contractor does not have access to the internet, the Contractor shall send the reports, using the form and in the format prescribed by DGS, on compact disc via US Postal Service to the DGS COSTARS Program Office, Bureau of Procurement, 6th Floor Forum Place, 555 Walnut Street, Harrisburg, PA 17101-1914.

b. For each PO received, the Contractor shall include on the report the name and address of each COSTARS-Registered Purchaser that has used the Contract along with the product category, sales date, and dollar volume of sales to the specific Purchaser for the reporting period.

c. Failure to provide the quarterly sales report in the specified time and format constitutes a default under Section 22 of these Standard Terms and Conditions and may result in termination of the contract.

16. 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 any item(s) or process 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 or used in the performance of this Contract or any PO issued under this Contract. The Contractor shall defend any suit or proceeding brought against DGS or any Purchaser 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 this Contract or any PO, upon condition that DGS or the Purchaser shall provide prompt notification to the Contractor in writing of such suit or proceeding; full right, authorization, and opportunity to conduct the defense; and all reasonable information and cooperation required for the defense. As principles of governmental or public law may be involved, DGS or any Purchaser may participate in or choose to conduct, in its sole discretion, the defense of any such action. If DGS or any Purchaser furnishes information and assistance at the Contractor's written request, it shall be furnished 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 DGS and any Purchaser harmless from all damages, costs, and expenses, including attorney's fees that the Contractor, DGS, or the Purchaser 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 Contract or any PO. 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 noninfringing 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 Purchaser, only those items of equipment or software which are held to be infringing, and to pay the Purchaser 1) any amounts the Purchaser paid towards the item(s) of the product, less straight line depreciation; 2) any license fee the Purchaser paid 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 the Purchaser paid to the Contractor. The Contractor's obligations under this Section continue without time limit. No costs or expenses shall be incurred for the Contractor's account without its written consent.

17. OWNERSHIP RIGHTS

Each Purchaser issuing a PO under this Contract shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to the Purchaser as part of the performance of the PO.

18. ASSIGNMENT OF ANTITRUST CLAIMS

The Contractor and DGS 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 Purchaser under each Contract PO. As part of the consideration for the award of the Contract, and intending to be legally bound, the Contractor assigns to each Purchaser issuing a Contract PO 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 PO.

19. HOLD HARMLESS PROVISION

The Contractor shall hold the Commonwealth and each Purchaser harmless from, and indemnify them against, any and all claims, demands, and actions based upon or arising out of any activities the Contractor and its employees and agents may perform under this Contract and any PO. At the request of DGS or any Purchaser, the Contractor shall defend any and all actions brought against DGS or any Purchaser based upon any such claims or demands. The Contractor shall hold the Commonwealth and DGS harmless from any liability whatsoever arising out of the specifics of a Purchaser-issued PO under this Contract.

20. AUDIT PROVISIONS

DGS and its designees, including without limitation any Purchaser issuing a PO under this Contract, shall have the right, at reasonable times and at a site DGS may designate, to audit the Contractor's books,

documents, and records to the extent that such books, documents, and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records that will support its 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 DGS, Purchasers who have issued Contract POs, and/or their authorized representatives.

21. INSPECTION AND REJECTION

No item(s) received by any Purchaser issuing a Contract PO shall be deemed accepted until the Purchaser has had a reasonable opportunity to inspect the item(s). The Purchaser may reject any item(s) discovered to be defective or failing to conform to the Contract specifications 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. The Contractor shall have the duty to remove rejected item(s) from the Purchaser's premises without expense to the Purchaser within fifteen (15) days after notification. Rejected item(s) left longer than fifteen (15) days will be regarded as abandoned, and the Purchaser shall have the right to dispose of the item(s) as its own property and shall retain that portion of the proceeds of any sale that represents the Purchaser's costs and expenses for the storage and sale of the item(s). Upon notice of rejection, the Contractor shall immediately replace all such rejected item(s) with other non-defective items conforming to the specifications. If the Contractor fails, neglects, or refuses to do so, the Purchaser shall then have the right to procure a corresponding quantity of such item(s), and deduct from any monies then or later due to the Contractor, the difference between the price stated in the Contract and the actual cost of the item(s) to the Purchaser.

22. DEFAULT

a. DGS or any Purchaser may, subject to the provisions of Section 23 of this Contract ("Force Majeure"), and in addition to its other rights under this Contract, declare the Contractor in default under the Contract as to DGS, or under any PO issued under the Contract as to the issuing Purchaser, by written notice to the Contractor. DGS may terminate (as provided in Section 24 of this Contract, "Termination Provisions") the whole or any part of this Contract, or in the case of any Purchaser, terminate a PO issued under this Contract, for any of the following reasons:

1. Failure to deliver the awarded item(s) within the time specified in the Contract or PO or as otherwise specified;
2. Improper delivery;
3. Failure to provide an item or items conforming 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 or any PO.

b. In the event that any Purchaser terminates a PO as provided in Subsection a. of this Section 22, any Purchaser may procure, upon such terms and in such manner as it determines, on item(s) similar or identical to those in any PO so terminated, and the Contractor shall be liable to Purchaser 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 Subsection a. above, a Purchaser, in addition to any other rights provided in this Section 22, may require the Contractor to transfer title and deliver immediately to the Purchaser in the manner and to the extent directed by the Purchaser, such partially manufactured or delivered item(s) as the Contractor has specifically produced or specifically acquired for the performance of such part of the PO as has been terminated. Except as provided below, payment for any partially manufactured or delivered item(s) accepted by the Purchaser shall be in an amount agreed upon by the Contractor and the

Purchaser. The Purchaser may withhold from amounts otherwise due the Contractor for such partially manufactured or delivered item(s), such sum as the Purchaser determines to be necessary to protect the Purchaser against loss.

d. The rights and remedies of DGS and the Purchaser provided in this Section 22 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

e. Failure to exercise any rights or remedies provided in this Section shall not be construed to be a waiver by DGS or the Purchaser of any rights and remedies in regard to the event of default or any succeeding event of default.

f. In the event a Purchaser terminates a PO under this Contract, the Contractor's exclusive remedy shall be against the Purchaser and not against DGS. The Contractor shall seek remedies against any Purchaser under a PO under the laws of the Commonwealth of Pennsylvania as they relate to contract disputes against non-Commonwealth parties, unless the Purchaser is subject to the jurisdiction of the Board of Claims, in which event the Contractor's exclusive remedy shall be to seek damages against the Purchaser before the Board as provided in Title 63 Pa.C.S. Part II, Subchapter C.

23. FORCE MAJEURE

No Purchaser will incur any liability to the Contractor, and the Contractor shall not incur any liability to any Purchaser, if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without its fault or negligence. Causes beyond the control of the Contractor or Purchaser 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 Purchaser and the DGS Commodity Specialist 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 Purchaser and the DGS Commodity Specialist may reasonably request. After receipt of such notification, the Purchaser and the DGS Commodity Specialist may individually elect either to cancel the Contract or PO, as applicable, 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 Purchaser and DGS, by notice to the Contractor, may suspend all or a portion of the Contract or PO, as applicable.

24. TERMINATION PROVISIONS

DGS has the right to terminate this Contract, and any Purchaser shall have the right to terminate a PO issued under this Contract, upon written notice to the Contractor, for any of the following reasons:

a. DGS shall have the right to terminate this Contract, and any Purchaser shall have the right to terminate any PO issued under this Contract, for its convenience if DGS or the Purchaser, as applicable, determines termination to be in its best interest. The Contractor is entitled to complete any PO initiated prior to the effective date of the termination for which the Purchaser receives delivery of a satisfactory product, but in no event shall the Contractor fill any POs received after the termination date of this Contract.

b. DGS shall have the right to terminate this Contract, and any Purchaser shall be entitled to terminate any PO issued under this Contract, for Contractor default as defined in Section 22 of this Contract, or for any other cause specified in this Contract or by law upon written notice to the Contractor. If it is later determined that DGS or the Purchaser erred in terminating the Contract or PO for cause, then, at the discretion of DGS or the Purchaser, as applicable, the Contract shall be deemed to have been terminated for convenience under Subsection a. of this Section 24.

25. ASSIGNABILITY AND SUBCONTRACTING

a. Subject to the terms and conditions of this Section 25, the Contract shall be binding upon the parties and their respective successors and assigns.

b. The Contractor shall not subcontract with any person without the Purchaser's prior written consent, which consent may be withheld at the Purchaser's sole and absolute discretion.

c. The Contractor may not assign, in whole or in part, this Contract or any rights, duties, obligations, or responsibilities under this Contract without DGS's prior written consent, which consent may be withheld at DGS's sole and absolute discretion.

d. Notwithstanding anything else in this Contract, the Contractor may, without DGS's consent, assign its rights to payment under this Contract or any PO issued under this Contract, provided that the Contractor provides written notice of such assignment to the DGS Commodity Specialist and the Purchaser together with a written acknowledgement from the assignee to DGS that any such payments are subject to all of the terms and conditions of this Contract.

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

f. DGS's consent to any assignment, other than an assignment of payment as specified in subsection d. of this Section 25, 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 Contract terms and conditions and to assume the Contract duties, obligations, and responsibilities being assigned.

g. Any Contractor change of name that does not change the Contractor's federal identification number shall not be considered an assignment of this Contract. The Contractor shall give the DGS Commodity Specialist and the Purchaser written notice of any such change of name.

26. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Contractor agrees:

a. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

b. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.

c. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

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

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

Business Opportunities (BSBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

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

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

h. 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.

27. CONTRACTOR INTEGRITY PROVISIONS

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

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

- a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
- c. **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.
- d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
- e. **"Financial Interest"** means either:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- f. **"Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the [Governor's Code of Conduct, Executive Order 1980-18](#), the 4 Pa. Code §7.153(b), shall apply.
- g. **"Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

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

- a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements

applicable to Contractor or that govern contracting or procurement with the Commonwealth.

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

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

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

- g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

28. CONTRACTOR RESPONSIBILITY PROVISIONS

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

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

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

c. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

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

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

f. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at www.dgs.pa.gov or contacting the:

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

29. AMERICANS WITH DISABILITIES ACT

a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.

b. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of subsection a above.

30. HAZARDOUS SUBSTANCES

The Contractor shall provide information to DGS and any Purchaser under this Contract about the identity and hazards of hazardous substances the Contractor may supply or use in the performance of this 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 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 Paragraphs (1) through (4):

1. Hazardous substances:

- A. The chemical name or common name,
- B. A hazard warning, and
- C. The manufacturer's name, address, and telephone number.

2. Hazardous mixtures:

- A. The common name or, if no common name exists, 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 comprising 1.0% or more of the mixture;
- D. A hazard warning; and
- E. The manufacturer's name, address, and telephone number.

3. Single chemicals:

- A. The chemical or common name;
- B. A hazard warning, if appropriate; and
- C. The manufacturer's name, address, and telephone number.

4. Chemical Mixtures:

- A. The common name or, if no common name exists, the trade name;
- B. A hazard warning, if appropriate;
- C. The manufacturer's name, address, and telephone number; and
- D. The chemical or common name of either the top five substances by volume or those substances comprises 5.0% or more of the mixture.

A common or trade name may be used only if such a 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 Contractor shall give the hazard warning in conformity with one of the nationally recognized and accepted systems of providing such warnings, 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 hazardous substance or mixture present.

b. The Contractor shall provide Material Safety Data Sheets (MSDS) with the information required for each hazardous substance or hazardous mixture by the Act and regulations. The Contractor must provide an appropriate MSDS to the Purchaser 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 Purchaser when a substance or mixture is subject to the provisions of the Act. The MSDS may be attached to the carton, container, or package to be delivered to the Purchaser at the time of shipment.

31. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract on any agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies the Contractor may maintain for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate this Contract without liability.

32. APPLICABLE LAW

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

33. INTEGRATION

This Contract form, along with the COSTARS Contract Special Terms and Conditions, Invitation For Bids form, and all documents referenced on the forms, as the applicable provisions of the POs issued by the Purchasers, constitute the entire agreement between the parties. No agent, representative, employee, or officer of DGS or the Contractor has authority to make, or has made, any oral or written statement, agreement, or representation which may in any way be deemed to modify, add to, detract from, or otherwise change or alter the terms and conditions of, this Contract. No negotiations between the parties, nor any custom or usage, shall modify or contradict any of the terms and conditions of this Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms, other than in a PO authorized by any individual Purchaser, shall be valid or binding unless accomplished by a written amendment signed by both parties or by a DGS- signed change order on the appropriate Commonwealth form.

34. CHANGES

DGS reserves the right to make changes at any time during the term of this Contract, including any renewals, to:

- a. add or delete materials or services within the scope of the Contract;
- b. procure additional Contractors for the materials and services;
- c. notify the Contractor that the Commonwealth is exercising Contract termination; or
- d. automatically incorporate by reference into this contract any changes to the Commonwealth's Management Directives governing the required standard contract provisions set forth in Sections 26 through 29 of this Contract that may occur at any time during the term of this Contract, provided that the Commonwealth has notified the Contractor of such change.

DGS shall make changes permitted under this Section 34 by notifying the Contractor in writing. The change shall be effective as of the date of the notification of change, unless the change specifies a later effective date. The Contractor agrees to provide Contract supplies or services to all subsequent Purchasers in accordance with the change. If the Contractor does not wish to abide by the changed terms, it may opt out of the contract on written notice to the Commonwealth, such option to be effective at the end of the then-current Contract quarter.

35. COSTARS BRAND

DGS has registered the COSTARS name and logo (together, the "COSTARS Brand") as a trademark with the Pennsylvania Department of State. Therefore, the Contractor may use the COSTARS Brand only as permitted under this Subsection.

- a. The Contractor shall pay the appropriate Contract fee as more fully described in Section 9 of the Instructions to Bidders for COSTARS Contracts covering its participation in the program, including without limitation any use of the COSTARS Brand, for each Contract period. The fee is payable upon Contract award and prior to the renewal date for each succeeding Contract year. Failure to pay the fee shall result in termination of the Contract at the end of the then-current Contract period.
- b. DGS grants the Contractor a nonexclusive license to use the COSTARS Brand, subject to the following conditions:

1. The Contractor agrees not to transfer to any third party, including without limitation any of its subcontractors or suppliers, any privileges it may have to use the COSTARS Brand under this Contract.

2. The Contractor agrees not to use the COSTARS Brand to represent or imply any Commonwealth endorsement or approval of its products or services.

3. The Contractor is permitted to use the COSTARS Brand in broadcast, or Internet media solely in connection with this Contract and any other Contract with the Commonwealth under which it has agreed to make sales to COSTARS Purchasers. The Contractor may use the COSTARS Brand on business cards, brochures, and other print publications so long as the purpose is to identify the Contractor as a COSTARS vendor, and only so long as the required Contract fee is kept current.

4. Should this Contract terminate for any reason, the Contractor agrees promptly to remove the COSTARS Brand from any and all print and electronic media and to refrain from using the COSTARS Brand for any purpose whatsoever from the date of Contract termination forward.

5. The Contractor agrees to defend, indemnify, and hold harmless the Commonwealth of Pennsylvania and DGS from and against all claims, demands, liabilities, obligations, costs, and expenses of any nature whatsoever arising out of or based upon the Contractor's use of the COSTARS Brand.

6. The Contractor agrees it has no property rights in the use of the COSTARS Brand by virtue of this nonexclusive license. The Contractor expressly waives any claims, including without limitation due process claims that may otherwise be available under the law in the event of any dispute involving these terms of use.

36. RIGHT-TO-KNOW LAW

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

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

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

1) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and

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

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

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

Commonwealth's determination.

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

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

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

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

Attachment C SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT (the "Agreement") is made on [Insert date] (the "Execution Date"), by and between _____, a _____ authorized to do business in _____, with its principal offices located at _____ ("Licensor"), and [COSTARS MEMBER] ("Licensee").

TERMS AND CONDITIONS

A. Definitions.

All capitalized terms used in this Agreement or in Attachments or Appendixes to this Agreement shall have the respective meanings ascribed to them in this Agreement or in the glossary set forth in Paragraph N. All capitalized terms used in this Agreement, unless indicated otherwise, include all derivative forms and variations of the terms.

B. Grant and Scope of License

1. *The parties agree that more than one agency of Licensee may license products under this Agreement, provided that any use of products by any agency must be made pursuant to one or more executed purchase orders or purchase documents submitted by each applicable agency seeking to use the Licensed Product. The parties agree that the terms and conditions of this Agreement apply to any purchase of products made by Licensee, when the purchase document issued by Licensee includes a reference to this Agreement, and that the terms and conditions of this Agreement become part of the purchase document without further need for execution. The parties agree that the terms of this Agreement supersede and take precedence over the terms included in any quote, purchase order, terms of any shrink wrap agreement included with the Licensed Product, terms of any click through agreement included with the Licensed Product, or any other terms purported to apply to the Licensed Product.*

2. Subject to the terms and conditions of this Agreement, Licensor hereby grants Licensee a non-exclusive, non-transferable license to (i) Run the software product(s) identified in Appendix A, (the "Product") as well as any Updates provided by Licensor on Licensee's server, and (ii) use the related documentation in connection with Licensee's authorized use of the Product. (The Product, any Updates thereto, and the related documentation are collectively referred to in this Agreement as the "Licensed Product".)

3. **Authorized Use.** In consideration of the License Fees payable hereunder, Licensee may _____.

4. As between the parties, all rights, title and interest in and to the Licensed Product (and any derivative works thereto) and all underlying Intellectual Property Rights thereto, are and at all times will be, the sole and exclusive property of Licensor or its licensors, as the case may be. The Licensed Product may not be used for the benefit of any third parties not authorized herein, including without limitation, in an outsourcing, timesharing, or Application Service Provider (ASP) arrangement, or in the operation of a service bureau.

5. Licensee may make a reasonable number of copies of the Licensed Product for bona fide back up purposes only. All such copies are subject to the terms and conditions of this Agreement.

6. Licensee shall not (and shall not permit any other party to) translate, decompile, reverse engineer, merge, adapt or modify the Licensed Product or any Updates in any way, and no derivative work may be created therefrom, unless otherwise permitted under the terms of this Agreement. In addition, Licensee shall not (and shall not permit any other party to) avoid, circumvent, or disable any security device, procedure, protocol, or mechanism that Licensor may include, require or establish with respect to the Licensed Product.

7. Licensee shall not delete, alter, cover, or distort any copyright, trademark, or other proprietary rights notice placed by Licensor on or in the Licensed Product, and shall ensure that all such notices are reproduced on all copies of the Licensed Product.

8. All rights not expressly granted in this Agreement are reserved to Licensor.

C. Fees

1. When applicable, Licensee agrees to pay Licensor or the contractor or reseller supplying the Licensed Product the License Fees for the Licensed Product and fees for Support Services provided under **Section G**, below (the "Support Fees"), in the amounts and according to the schedule stated in Appendix A. All License Fees and Support Fees for the Licensed Product are due and payable within Thirty (30) days of the date of a proper invoice. Any additional and/or subsequent License Fees and Support Fees are due and payable within thirty (30) days of the date of Licensee's receipt of a proper invoice.

2. If the Licensee is making a purchase through its agent by way of a Purchase Order (PO), the PO shall control and take precedence over this Agreement with regards to payment amounts and provisions to the extent there is any conflict. The Licensee shall pay its agent in accordance with the PO and the agent will pay Licensor the amounts set forth in the PO.

3. It is hereby acknowledged that the Licensee is a government entity and thereby exempt from taxation.

D. Confidentiality

1. Each party agrees to secure and protect the Confidential Information of the other in a manner consistent with the maintenance of the other party's rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information of a similar nature, but in no event less than reasonable efforts. Neither party shall disclose, publish, release, transfer or otherwise make available any Confidential Information of the other party in any form to, or for the use or benefit of, any person or entity without the other party's consent. Subject to the other provisions of this Agreement, each party shall, however, be permitted to disclose relevant aspects of the other party's Confidential Information to its officers, agents, subcontractors and personnel and to the officers, agents, subcontractors and personnel of its corporate affiliates or subsidiaries to the extent that such disclosure is reasonably necessary for the performance of its duties and obligations under this Agreement; provided, however, that such party shall take all reasonable measures to ensure that Confidential Information of the other party is not disclosed or duplicated in contravention of the provisions of this Agreement by such officers, agents, subcontractors and personnel and that such party shall be responsible for any unauthorized disclosure of the Confidential Information of the other party by such officers, agents, subcontractors or personnel; and further provided, that if the disclosure is by the Licensee to another contractor or sub-contractor, such disclosure is subject to a suitable non-disclosure agreement imposing equally or more stringent requirements for data privacy and security..

2. Notwithstanding **Section D(1)**, Confidential Information of a party shall not include information which: (i) is, as of the time of its disclosure or thereafter becomes part of the public domain through a source other than the receiving party; (ii) was rightfully known to the receiving party as of the time of its disclosure; (iii) is independently developed by the receiving party; (iv) is subsequently learned from a third party not under a confidentiality obligation to the disclosing party; (v) is required to be disclosed pursuant to a duly authorized subpoena, court order, or government authority, or (vi) disclosure of the information is required under the Freedom of Information Act or other right to know type law, whereupon the party subject to same shall provide prompt written notice to the other party prior to such disclosure, so that such party may seek a protective order or other appropriate remedy.

3. Each party shall: (i) notify the other party promptly of any known unauthorized possession, use or knowledge of the other party's Confidential Information by any person or entity (ii) promptly furnish to the other party full details known by such party relating to the unauthorized possession, use or knowledge thereof and shall use reasonable efforts to assist the other party in investigating or preventing the recurrence of any unauthorized possession, use or knowledge of the other party's Confidential Information; (iii) use reasonable efforts to cooperate with the other party in any litigation and investigation against third parties deemed necessary by the other party to protect its proprietary rights.; and (iv) promptly use all reasonable efforts to

prevent a recurrence of any such unauthorized possession, use or knowledge of the other party's Confidential Information.

4. Each party shall bear the cost it incurs as a result of compliance with this section. The obligations in this section shall not restrict any disclosure by either party pursuant to any applicable law or pursuant to the order of any court or other legal process or government agency of competent jurisdiction (provided that the disclosing party shall give prompt notice to the non-disclosing party of such disclosure or order in a timeframe to allow the non-disclosing party to resist the disclosure or order).

E. Term and Termination

1. The term of this Agreement shall be deemed to have commenced on the Effective Date and shall continue from thereon until terminated by lawful means.

2. In accordance with applicable regulations, either party may terminate this Agreement with written notice if the other party fails to comply with any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days of receipt of notice of such breach, provided, however, that Licensor may not terminate this agreement for reasons of nonpayment.

3. In addition to the foregoing, Licensee may terminate this Agreement if Licensor makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceedings under any bankruptcy law, or has liquidated its business voluntarily or otherwise, and the same has not been discharged or terminated within forty-five (45) days.

4. Notwithstanding any contrary provision in this Agreement, this Agreement may be terminated at the option of Licensee upon written notice to Licensor if Licensee determines that it is in the best interest of Licensee to terminate the Agreement. If Licensee elects to terminate this Agreement, Licensor shall be entitled to payment for satisfactory services rendered under the Agreement up to the effective date of termination.

5. Any payment obligation or portion thereof of Licensee created by this Agreement is conditioned upon the availability of funds which are appropriated or allocated for the payment of such an obligation or portion thereof; provided, however, that Licensee will request such funds each year during the Term. If such funds are not allocated and available, this Agreement may be terminated by Licensee at the end of the period for which funds are available. No penalty shall accrue to Licensee in the event this provision is exercised, and Licensee shall not be obligated or liable for any future payments due for any damages as a result of termination under this Article.

6. Immediately upon termination of this Agreement, Licensee shall: (i) pay all amounts owed to Licensor, or; (ii) cease all use of the Licensed Product and; (iii) return to Licensor all copies of the Licensed Product and any other Confidential Information or proprietary materials of Licensor in its possession or in Escrow; and (iv) certify in writing Licensee's compliance with (i) and (ii), above.

F. Warranties and Disclaimer: Limitation of Liability; Indemnification

1. Licensor warrants that it has the full authority to grant the rights granted to Licensee herein. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, AND EXCEPT AS MAY BE OTHERWISE SET OUT IN THIS AGREEMENT, LICENSOR DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE LICENSED PRODUCTS AND UPDATES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, THE LICENSED PRODUCTS AND UPDATES ARE PROVIDED "AS IS" AND WITH ALL FAULTS, AND LICENSEE UNDERSTANDS THAT IT ASSUMES ALL RISKS OF THEIR USE, QUALITY, AND PERFORMANCE.

2. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR USE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, LICENSOR'S TOTAL LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT FOR ANY REASON SHALL BE LIMITED TO DIRECT DAMAGES UP TO THE TOTAL AMOUNT OF FEES PAID HEREUNDER DURING THE INITIAL TERM OR THE THEN-CURRENT RENEWAL TERM, AS APPLICABLE. THE FOREGOING LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, NEGLIGENCE AND OTHER TORTS.

3. Licensor agrees to indemnify and defend Licensee and its elected and appointed officers, officials, employees and agents from and against any action, claim, demand, or liability, including reasonable attorney's fees and costs, arising from or relating to a claim the Licensed Product infringes upon any United States or foreign patents, copyrights, trademarks or trade dress of a third party and in any such suit or proceeding will satisfy any final award for such infringement, including costs. Licensee agrees to give Licensor prompt notice of any such claim of which it learns. No settlement which imposes any liability or damages of any kind on Licensee shall be made without Licensee's prior written consent, which shall not be unreasonably withheld or delayed. In all events, Licensee shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing. It is expressly agreed by Licensor that, in the event it requests that Licensee provide support to Licensor in defending any such claim, Licensor shall reimburse Licensee for all expenses (including attorneys' fees, if such are made necessary by Licensor's request) incurred by Licensee for such support Licensor shall pay all damages and costs awarded therein against Licensee arising from Licensor's indemnification obligation under this paragraph. If information and assistance are furnished by Licensee at Licensor's written request, it shall be at Licensor's expense, but the responsibility for such expense shall be only that within Licensor's written authorization.

If, in Licensor's opinion, the Licensed Product, is likely to or does become subject to a claim of infringement, then without diminishing Licensor's obligation to satisfy any final award, Licensor may, at its option, substitute functional equivalents for the Licensed Product or, at Licensor's option and expense, obtain the rights for Licensee to continue the use of the Licensed Product. If the Licensed Product is in such suit or proceeding held to constitute infringement and the use or publication thereof is enjoined, Licensor shall, at its own expense and at its option, either procure the right to publish or continue use of the Licensed Product, replace the Licensed Product with non-infringing items, or modify the Licensed Product so that it is no longer infringing.

If neither alternative (i) nor (ii) is reasonably available, then Licensee may terminate the license for the infringing Licensed Product and no further payment obligations shall be due from Licensee therefor, and Licensor agrees to pay Licensee: (1) any amounts paid by Licensee for any future period under this Agreement less a reasonable amount based on the acceptance and use of the Licensed Product; (2) any license fee less an amount for the period of usage of any software; and (3) the prorated portion of any prepaid service fees representing the time remaining for any future period under this Agreement.

The obligation to indemnify Licensee, under the terms of this **Section F(4)**, shall be Licensor's sole and exclusive obligation and Licensee's exclusive remedy for the infringement or misappropriation of intellectual property.

4. Licensor shall have no liability or obligation under **Section F(4)** above, arising from or related to: (i) modification of the Licensed Product by Licensee; any material provided by Licensee to Licensor and incorporated into, or used to prepare, the Licensed Product; (ii) use of the Licensed Product in other than its specified operating environment; (iii) the combination, operation, or use of the Licensed Product with other products, services, or deliverables not provided by Licensor as a system or the combination, operation, or use of the Licensed Product with any products, data, or apparatus that Licensor did not provide; (iv) infringement of a non-Licensor product alone; (v) Licensee's distribution, marketing or use beyond the scope contemplated by this Agreement; (vi) Licensee's failure to use corrections or enhancements made available to Licensee by Licensor; (vii) the Running of the Licensed Product after Licensor has notified Licensee to discontinue Running due to an infringement claim (existing or prospective); or (viii) the use of a version of the Licensed Product that has been superseded by a newer version, if the infringement would have been avoided by use of a current version which Licensor has provided or made available to Licensee.

Licensee 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, or operation of the Licensed Product by Licensee whether such injury or death be with respect to agents or employees of Licensee or of third parties, and whether such property damage be to Licensee's property or the property of others; provided, however that said damage or injury results from the negligence of Licensee, its agents or employees, and provided that judgment has been obtained against the Licensee in a court of competent jurisdiction. This provision shall not be construed to limit the sovereign immunity of the Licensee.

G. Maintenance and Support

1. During the Term of this Agreement, Licensor agrees to provide the maintenance and support services as set forth in Appendix A (collectively, the "**Support Services**") for the Licensed Product. The parties agree that Licensor shall

have no obligations to provide any maintenance or support-related services under this Agreement except as expressly set forth herein.

2. Licensee will designate, in writing, no more than two persons who will be Licensee's primary support contacts for Support Services (the "**Support Contacts**") related to each PO. Licensee agrees that all Support Services inquiries from Licensee's individual users will be directed to a Support Contact and Licensee's communications with Licensor for Support Services will be through the Support Contacts.

3. All Updates and all other deliverables and work product hereunder provided to Licensee shall be subject to the terms and conditions of this Agreement, unless otherwise expressly agreed in writing by Licensor. Support Services extend only to the Licensed Product free of any additions or modifications that have not been made or sold by Licensor or its agents.

4. Licensee acknowledges and agrees that the Support Services, Updates, and all other results of Support Services hereunder, and all work product and deliverables thereof (collectively, the "**Licensor Materials**"), are the sole and exclusive property of Licensor, including all worldwide Intellectual Property Rights embodied in, related to, or represented by, the Licensor Materials.

H. **Virus, Malicious, Mischievous or Destructive Programming**

Notwithstanding any other provision in this Agreement to the contrary, Licensor shall be liable for any damage to any data and/or software owned or licensed by Licensee if Licensor or any of its employees, subcontractors or consultants introduces a virus or malicious, mischievous or destructive programming into Licensee's software or computer networks and has failed to comply with Licensee's software security standards. Licensee must demonstrate that Licensor or any of its employees, subcontractors or consultants introduced the virus or malicious, mischievous or destructive programming. Licensor's liability shall cease if Licensee has not fully complied with its own software security standards.

Licensor shall be liable for any damages incurred by Licensee including, but not limited to, the expenditure of Licensee funds to eliminate or remove a computer virus or malicious, mischievous or destructive programming that results from Licensor's failure to take proactive measures to keep virus or malicious, mischievous or destructive programming from originating from Licensor or any of its employees, subcontractors or consultants through appropriate firewalls and maintenance of anti-virus software and software security updates (such as operating systems security patches, etc.).

In the event of destruction or modification of software, Licensor shall eliminate the virus, malicious, mischievous or destructive programming, restore Licensee's software, and be liable to the Licensee for any resulting damages.

Licensor shall be responsible for reviewing Licensee software security standards and complying with those standards.

Licensee may, at any time, audit, by a means deemed appropriate by Licensee, any computing devices being used by representatives of Licensor to provide services to Licensee for the sole purpose of determining whether those devices have anti-virus software with current virus signature files and the current minimum operating system patches or workarounds have been installed. Devices found to be out of compliance will immediately be disconnected and will not be permitted to connect or reconnect to Licensee's network until the proper installations have been made.

Licensor may use the anti-virus software used by Licensee to protect Licensor's computing devices used in the course of providing services to Licensee. It is understood that Licensor may not install the software on any computing device not being used to provide services to Licensee, and that all copies of the software will be removed from all devices upon termination of this Agreement.

Licensee will not be responsible for any damages to Licensor's computers, data, software, etc. caused as a result of the installation of Licensee's anti-virus software or monitoring software on Licensor's computers.

I. **Sensitive Information**

i. The Licensor shall not publish or otherwise disclose, except to the Licensee or the Licensor's subcontractors, any information or data obtained hereunder from private individuals, organizations, or public agencies, in a way that allows the information or data furnished by or about any particular person or establishment to be identified.

ii. The parties shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a Licensee's program affected by or benefiting from services under this Agreement for any purpose not connected with the parties' Agreement responsibilities.

iii. The Licensor will comply with all obligations applicable to it under all applicable data protection legislation in relation to all personal data that is processed by it in the course of performing its obligations under this Agreement including by: (i) maintaining a valid and up to date registrations and certifications; and (ii) complying with all data protection legislation applicable to cross border data flows of personal data and required security measures for personal data.

J. **Background Checks**

Licensor must, at its expense, arrange for a background check for each of its employees, as well as for the employees of its subcontractors, who will have access to Licensee's IT facilities, either through on site or remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.psp.pa.gov/Pages/Request-a-Criminal-History-Record.aspx>. The background check must be conducted prior to initial access by an IT Employee and annually thereafter.

Before Licensee will permit an IT Employee access to Licensee's facilities, Licensor must provide written confirmation to the office designated by the Licensee that the background check has been conducted. If, at any time, it is discovered that an IT Employee has a criminal record that includes a felony or misdemeanor involving terrorist threats, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility; or which raises concerns about building, system, or personal security, or is otherwise job-related, Licensor shall not assign that employee to any Licensee facilities, shall remove any access privileges already given to the employee, and shall not permit that employee remote access to Licensee facilities or systems, unless the Licensee consents, in writing, prior to the access being provided. The Licensee may withhold its consent at its sole discretion. Failure of Licensor to comply with the terms of this paragraph may result in default of Licensor under its contract with Licensee.

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

K. **Incorporation of Exhibits and Appendices**

The following Appendices and Exhibits are attached hereto and incorporated into this Agreement by this reference:

- Appendix A – List of Licensed Product and Fees
- Appendix B – Maintenance and Support Services (this Appendix may be modified during the term of the Agreement, by including the modified Appendix with the purchase document. No amendment of the Agreement will be required.)
- Appendix C – Hardware Specifications
- Appendix D – Service Level Agreements
- Appendix E – Pricing Tables

L. **Purchase Orders**

1. The Licensee may issue this Agreement, and any subsequent changes to it, electronically as a Purchase Order (hereinafter Document).

2. The Document will not include an "ink" signature by the Licensee. The electronically-printed name of the purchaser represents the signature of that individual who has the authority, on behalf of the Licensee, to authorize Licensor to proceed.

3. Documents may be issued electronically or through facsimile equipment. The electronic transmission of a Document shall require acknowledgement of receipt of the transmission by Licensor.

4. Receipt of the electronic or facsimile transmission of the Document shall constitute receipt of an order.

5. The Licensee and Licensor specifically agree as follows:

- i. No handwritten signature by Licensee shall be required in order for the Document to be legally enforceable.
- ii. Upon receipt of a Document, Licensor shall promptly and properly transmit an acknowledgement in return. Any order which is issued electronically shall not be considered accepted by Licensor, nor give rise to any obligation to deliver on the part of Licensor, or give rise to any obligation to receive and pay for delivered products on the part of the Licensee, unless and until the electronic order has been acknowledged.
- iii. 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 Document 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 Document 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 Documents 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 Document or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.

M. General

The failure of either party to require performance of any part of this Agreement shall not be deemed a waiver of any present or future right. Modifications of this Agreement shall be binding only if in writing and signed by authorized representatives of both parties. This Agreement, the Licensee's Purchase Order, if any, and Licensor's Invoices contain the parties' entire agreement and understanding and they supersede all prior oral and written agreements and understandings. If any provision of this Agreement is held invalid, illegal or unenforceable, all other provisions contained in this Agreement will remain in effect. Neither party may not assign this Agreement without the other party's prior written consent. All notices required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed by registered or certified mail, postage prepaid to the address set forth in this Agreement or to such other address as each party may designate from time to time. Licensor acknowledges

that mail handling security procedures may delay actual delivery of such notices to the Licensee. The following Sections shall survive the termination or expiration of this Agreement: **B(4), D, E, F, H and I**. This Agreement shall be governed by and construed in accordance with the substantive laws of the Commonwealth of Pennsylvania, without regard to principles of conflict of laws.

N. Glossary

- 1. **"Run"** means to copy, install, use, access, display, run, and otherwise interact with, in its intended manner.
- 2. **"Delivery Date"** shall mean the day agreed upon by the parties for Licensor to present the Licensed Product to Licensee for delivery and installation, provided Licensor makes a reasonable attempt to do so on that day.
- 3. **"Effective Date"** shall mean the Execution Date, whichever occurs first.
- 4. **"Source Code"** shall mean the human-readable version of the Licensed Product supplied to Licensee hereunder.
- 5. **"Intellectual Property Rights"** means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide, including, without limitation, moral rights and similar rights.
- 6. **"IT Employee"** means the Licensee's employees or employees of the Licensee's subcontractor.
- 7. **"Updates"** means any update, patch, bug fix or minor modification to the Licensed Products that Licensor provides to Licensee. Once provided, each Update shall be deemed to be included within the Licensed Product.
- 8. **"Confidential Information"** means information that the other party considers to be confidential, business and technical information, marketing plans, research, designs, plans, methods, techniques, processes and know-how, whether tangible or intangible and whether or not stored, compiled or memorialized physically, electronically, graphically or in writing, provided that the other party has notified the party receiving the confidential information that the information is confidential.
- 9. **"Travel Expenses"** means any costs incurred by Licensor associated with the transportation, storage or lodging of equipment, supplies, Licensor employees and other items necessary for business use from Licensor headquarters to Licensee's facilities. Travel expenses may include, but are not limited to airfare, hotel costs, and meals if applicable. Any travel expenses paid by the Licensee shall be paid at allowable government travel rates consistent with [Management Directive 230.10 Amended](#), [Commonwealth Travel Policy](#), and [Manual 230.1, Commonwealth Travel Procedures Manual](#), unless otherwise first approved by the Licensee's authorized representative.
- 10. **"Travel Time"** means the hours and minutes elapsing during transportation of Licensor personnel from Licensor headquarters to Licensee's facilities. Travel time shall not include the first hour of transportation from Licensor headquarters to Licensee's facilities or from Licensee's facilities to Licensor headquarters.

BOTH PARTIES HAVE READ AND AGREE TO BE LEGALLY BOUND BY ALL OF THE FOLLOWING TERMS AND CONDITIONS, ALL OF WHICH ARE INCORPORATED FULLY INTO THIS AGREEMENT.

LICENSOR

By: _____

Name: _____

Title: _____

Date: _____

[COSTARS MEMBER]

By: _____

Name: _____

Title: _____

Date: _____

Appendix A

A. Licensed Product:

The Licensed Product includes _____.

B. Installation Fees:

Licensor will assist Licensee with all installations and configurations, the costs of which are included in the License Fees and consist of Technical and Project Management support in the amount specified below. Additional hours may be purchased in accordance with Licensor's current Commercial Price List for such services.

Project Management/Technical Implementation Hours	[Fill in hours]
---	-----------------

C. License and Other Fees:

Licensor acknowledges the License Fee will be paid to Licensor by Licensee as set forth in Table 1 or Table 2 of Appendix F of the Agreement. The License Fee includes _____ as outlined in **Section D**, below.

D. Support Fees and Services:

Support Fees for the Licensed Product are included in the License Fees are set forth in **Section C** of this Appendix A and consist of _____ for a period of [insert years,] years following the Effective Date ("**Initial Support Term**"). The Support Services shall be renewable beyond the Initial Support Term according to the provisions set forth in **Section E** of this Appendix.

Subject to Licensee's payment of any outstanding License Fees, Licensor will make the following Support Services available to the Licensee:

Standard Maintenance and Support Services

The Licensee shall receive [insert Hours] hours of Licensee support by phone, email, or if necessary, site visits free-of-charge per year. Time shall be debited in quarter-hour increments. Requests due to failure of or defect in the Licensed Product shall not be charged. Except for defects in the Licensed Product, requests over the allocated hour limit shall be charged on a time and materials basis at the then current rate published in Licensor's Commercial Price List, currently a rate of [insert current rate] per hour in quarter-hour increments plus travel expenses. A request shall only be billable or count towards the allocated free-of-charge hours if Licensor is able to resolve the problem.

Standard updates are included in the Service Fee and will be delivered to the Licensee electronically, in a manner agreed upon by the parties (e.g., email attachment, web download,) or by sending a CD-Rom. Licensee may request that a Licensor technician install the Updates, either on-site, or remotely, in which case, such support shall be offered to Licensee on a time and materials basis at the then current rate published in Licensor's Commercial Price List, currently a rate of [insert current rate] per hour in quarter-hour increments plus travel expenses as described in **Attachment 1**.

Licensee may at its option allow Licensor technical staff to log into the Licensee's system remotely in order to install Updates or to resolve technical problems.

Enhanced Maintenance and Support Services

The terms of the Enhanced Maintenance and Support Services are set forth in **Appendix B** of this Agreement.

E. Renewal of Support Services

The Licensee may renew the Support Services set forth in **Section D** of this Appendix, including Standard Maintenance and Support and Enhanced Maintenance and Support (if applicable), by paying an Annual Support Services Renewal Fee each year subsequent to the Initial Support Term. The Annual Support Services Renewal Fee shall be due within thirty (30) days of the Annual Support Services Renewal Date and Licensee's receipt of a proper invoice. The Annual Support Services Renewal Date shall be the same day each year, beginning the day one (1) year following the Effective Date.

The Support Services Renewal Fee for the first year following the Initial Support Term shall be as follows:

Standard Maintenance and Support: [\$\$\$\$] Enhanced Maintenance and Support: [\$\$\$\$\$]

The cost for renewals of Standard Maintenance and Support Services and Enhanced Maintenance and Support Services, if applicable, beyond the first year following the Initial Support Term shall be at the prevailing price at the time of purchase, provided, however, that it may not exceed the previous year cost for renewal by more than 3%.

Appendix B

Enhanced Maintenance and Support Services

NOTE: Enhanced Maintenance and Support Services applicable only if elected by Licensee in accordance with **Appendix A, Section D** of the Contract.

SECTION 1: Statement of Work

The Licensee has requested additional support services related to the Licensed Product. **Appendix A, Section D** of the Contract provides for certain support fees and support services, and additional services.

As part of the Enhanced Maintenance and Support Services, Licensor shall make several contacts available to the Licensee in three ways, as follows:

Primary Technical Contact:

Primary Number:

Secondary Number:

Primary email:

Secondary Technical Contact:

Primary Number:

Secondary Number:

Primary email:

Lead Account Contact:

Primary Number:

Secondary Number:

Primary email:

Secondary Account Contact:

Primary Number:

Secondary Number (pager):

Primary email:

During normal business hours, Monday through Friday from 8:30 AM EST to 5:30 PM EST Licensee shall use the primary email address to contact an individual, and/or the primary number. For after hour, weekend and holiday support, Licensee shall call _____ or e-mail _____

In order to deal efficiently with multiple problems reported to Licensor by the Licensee, a problem ticket will be created for each problem and one of 3 priority codes will be allocated.

- Level 1: Major Impact - Directly causing a total loss of the Licensee's ability to Use the Licensed Product
- Level 2: Significant Impact - Directly reducing a number of features of the Licensed Product
- Level 3: No Immediate Impact - causing only inconvenience to Licensee, and may include scheduled network changes to Licensee's network architecture

The target maximum times for response for each level are:

Level 1: as soon as possible, targeting a response time of 1 hour (during normal business hours) or 3 hours (during non-business hours) from initial notification to Licensor by the Licensee

Level 2: 24 hours

Level 3: 3 days

SECTION 2. Summary of Enhanced Maintenance and Support:

Licensor has used its experience and best estimates available to provide a summary of various enhanced maintenance and support services as follows:

This appendix B shall remain valid until superseded by a revised addendum mutually endorsed by both parties. It shall be reviewed every six months.

Appendix C
Hardware Specifications (if any)

Appendix D

Service Level Agreement

THE OBLIGATIONS OF LICENSOR UNDER THIS SECTION ARE MATERIAL. LICENSOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Service Levels

Provided Licensee maintains and supplies remote access capability to Licensor's system, Licensor will use commercially reasonable efforts to correct and/or provide a work-around for any Software error, or hardware error if Licensor-provided hardware, reported by Licensee in accordance with the priority level reasonably assigned to such error by Licensee and the associated response obligations set forth below:

Priority 1

Urgent

Defined as a product Error that renders Licensor's system inoperative or causes the system to fail. Licensor promptly initiates the following procedures: (1) initial response to Licensee within thirty (30) minutes; (2) performs escalation procedures as reasonably determined by Licensor's support team (3) provides a work-around solution and/or Error correction within twenty-four (24) hours from initial response.

Priority 2

Minor – system remains operative

Defined as a product Error that causes only minor impact on the use of Licensor's system. Licensor promptly initiates the following procedures: (1) initial response to Licensee within thirty (30) minutes; (2) performs escalation procedures as reasonably determined by Licensor's support team (3) provides a fix for the Error no later than the next scheduled major release of Licensor's products.

If Licensee experiences a Priority 1 Error and Licensor's products remain inoperative for more than the amount of time specified in the table below during a single calendar month, Supplier will credit the applicable percentage of any prepaid support fees ("SLA Credit") for that calendar month to Licensee's account.

Unavailable Hours	SLA Credit
	0%
	25%
	50%
	100%

The notification of an Error to Licensor (or by Licensor) shall represent the start time for measuring unavailable hours. Service outage end time is based on Licensor's delivery of an acceptable work-around solution and/or Error correction or by Licensor's determination and communication to Licensee that the reported Error qualifies as a Priority 2 error as defined above.

If Licensee experiences a Priority 2 error and Licensor does not resolve the error for more than the amount of time specified in the table below during a single calendar month, Supplier will credit the applicable percentage of any prepaid support fees ("SLA Credit") for that calendar month to Licensee's account.

Unavailable Hours	SLA Credit
	0%
	25%
	50%
	100%

Appendix E
Pricing Tables