

COSTARS Contract Specifications

Revised: 2/1/2023

These Specifications shall be part of the contract between the Commonwealth of Pennsylvania, acting through the Department of General Services ("DGS"), and the successful bidder ("Contractor") to provide and deliver **Electronic Monitoring Services and Electronic Monitoring Equipment, Repair Services and Equipment Rental** to eligible Purchasers.

1. Order of Precedence. These Specifications supplement the Terms and Conditions for this procurement. Should any discrepancy occur, the order of precedence shall be that these Specifications shall prevail over all other Contract documents, the Terms and Conditions shall prevail over the General Instructions and the bidder's bid submission, and the General Instructions shall prevail over the bidder's bid submission.

2. Contract Scope. For the purposes of this Contract, **Electronic Monitoring Services and Electronic Monitoring Equipment, Repair Services and Equipment Rental** is defined as follows:

Electronic Monitoring Services

- **Electronic Monitoring Services:** Contractors will be required to provide the following types of monitoring services regardless of whether the equipment is rented from the Contractor or purchased.
- Radio Frequency (RF) Monitoring Services
 - Global Positioning of Systems (GPS) Satellite Monitoring and Remote Tracking Monitoring Services
 - Remote Alcohol Monitoring Services
 - Biometric Voice Verification: Contractor Provided Voice Analysis and Remote Compliance Monitoring Services
 - Mobile Electronic Monitoring Services & Telematics such as:
Passenger Vehicle Monitoring-Asset Vehicle Monitoring- Fleet Vehicle Monitoring Services

Equipment Replacement Parts

- **Replacement Parts for Electronic Monitoring Equipment** such as:
- Radio Frequency Equipment (RF) Replacement Parts
 - Global Positioning Systems (GPS) Satellite Monitoring and Remote Tracking Equipment Replacement Parts
 - Remote Alcohol Monitoring Equipment Replacement Parts

Replacement Parts for Electronic Monitoring Equipment are defined as follows:

Replacement of Electronic Monitoring Equipment that are covered under the contract scope of this contract requiring replacement due to malfunction, inferior quality, defective parts, software upgrade, etc., shall be done so at no charge to the Purchaser. Monitoring devices requiring replacement due to negligence or loss on the part of the Purchaser, damage or loss by an offender, or other act which is not a direct result of the equipment/system itself shall be replaced at an established device replacement fee, as agreed upon between the Purchaser and the Contractor.

Replacement parts that are covered under the contract scope that are needed as a result of continued use, wear, or upgrade for Purchaser-owned electronic monitoring devices.

Equipment Repair Services

- **Equipment Repair Services:** Contractor will provide, at a minimum, the following types of Equipment Repair Services

- Radio Frequency Equipment (RF) Repair Services
- Global Positioning Systems (GPS) Satellite Monitoring and Remote Tracking Equipment Repair Services
- Remote Alcohol Monitoring Equipment Repair Services

Equipment Rental Services

- **Equipment Rental:** Contractors will provide, at a minimum, the following types of equipment for rental.
 - **Radio Frequency Equipment (RF) Rental Services**
 - **Global Positioning Systems (GPS) Satellite Monitoring and Remote Tracking Equipment Rental Services**
 - **Remote Alcohol Monitoring Equipment Rental Services** which includes, but is not limited to the following types of alcohol monitoring:
 - Continuous Remote Alcohol Monitoring Equipment Rental Services
 - Ignition Interlock Machine Rental Services
 - Breathalyzer Monitoring Equipment Rental Services

Electronic Monitoring Equipment

- **Remote Alcohol Monitoring Equipment** which includes, but is not limited to the following types of alcohol monitoring:
 - Continuous Remote Alcohol Monitoring Equipment
 - Ignition Interlock Machine Monitoring Equipment
 - Breathalyzer Monitoring Equipment
- **Radio Frequency Equipment (RF) Monitoring Equipment**
- **Global Positioning Systems (GPS) Satellite Monitoring and Remote Tracking Electronic Monitoring Equipment**
- **Telematics System Devices such as:**
 - **Global Positioning Systems (GPS) for Fleet Management**
 - Fleet Tracking Devices
 - Asset Tracking Devices
- **GPS Fleet Tracking and Asset Tracking Software** (Software for Fleet and Asset Tracking Devices under this contract **may include on Premise Software see 2.a below**)
 - Software used specifically for Fleet and Asset tracking devices under this contract.
- **Electronic Monitoring Mobile Equipment** such as:
 - Cameras and Video Recording Equipment for in-vehicle use (for example school bus, public transportation) which use network application(s) to operate
- **Electronic Monitoring Software** (Software for equipment under this contract **may include on Premise Software see 2.a below**) **such as:**
Software for Electronic Monitoring Equipment to make the equipment work and run effectively.
- **IT Hardware for Electronic Monitoring Equipment, Telematics Equipment, and Mobile Electronic Equipment (are strictly for these systems only)** such as:

Servers and Data Storage (only to be sold with the system and replacement parts sold to make the system function). **Servers and Data Storage cannot be sold separately and apart from this contract scope.**

(Systems exclude any cloud based solutions see section 2.d below)

- a) **Laptops, wireless devices, AV equipment and IT related equipment are only permitted when buying the complete System. Software is restricted to on Premise Software used for management or control of systems included in this contract.**
- b) Equipment and services for this Contract will require the Contractor to be an Original Equipment Manufacturer (OEM) or Authorized Reseller of the OEM. The Commonwealth reserves the right to request proof of OEM or Authorized Reseller status.
- c) For any peripheral equipment needed to complete an installation that does not fall into one of the other categories (i.e. switches, connectors) the Contractor is not required to be the Original Equipment Manufacturer (OEM) or Authorized Reseller of the OEM. The costs for miscellaneous installation equipment cannot exceed five percent (20%) of the total system and must be part of an order of Equipment and services through the resulting purchase.
- d) 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 Category ITQ-28 Subscription Based Web Application Services or Software as a Service (SaaS) To participate in or view this contract visit: <https://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/ITQ-Documents.aspx>
 - *Equipment rented from this contract shall be able to be independently operated by the Renter and any equipment requiring a specialized or Owner operator shall be excluded from the scope of this contract.*

3. Statement of Work. This IFB seeks qualified suppliers to provide **Electronic Monitoring Services and Electronic Monitoring Equipment, Repair Services and Equipment Rental**. Contractors shall provide expert advice, assistance, training, guidance or support of purchaser's Electronic Monitoring Services and Electronic Monitoring Equipment, Repair Services and Equipment Rental program support efforts.

Any Electronic Monitoring Services and Electronic Monitoring Equipment, Repair Services and Equipment Rental shall meet the requirements of the end user/owner, with the intent of the design, operation and functional requirements along with any necessary supporting documentation.

- The Contractor shall give all notices and comply with all applicable laws, ordinances, regulations, rules and orders of any public authority bearing on the performance of the work. If the Contractor performs any work knowing it to be contrary to such applicable laws, ordinances, regulations, rule of orders, it assumes full responsibility therefore and shall bear all costs attributable thereto. The Contractor shall comply with all state and federal labor and environmental laws and all laws relating to the performance of services described in Section 2. Contract Scope.

- Prior to the commencement of work, the Purchaser and Contractor shall execute a written agreement, detailing the Electronic Monitoring Services needed, including all requirements and specifications; nothing contained therein shall be contrary to the terms and conditions of this contract. Such specifications may include, but not be limited to pricing, payment schedule, work hours, project completion date, warranty, clean-up, equipment use, inspections, safety standards, etc.

4. Implementation and Training. Contractor may provide onsite training relating to the operational use of equipment, software, trouble shooting, and report analysis upon system rollout or any time for equipment hardware and software enhancements or modification due to any releases or upgrades as needed.

- Contractor must provide written end user procedures enabling the Purchaser personnel to install and service all equipment provided.

5. Technical Support. Contractors may provide any or all of the following:

- a solution center that is operational 24-hours / 7 day a week.
- a solution center accessible via a toll-free number.
- a solution center at a secure location with back-up power sources, capable of maintaining continuous operation.
- Identity verification for callers before offering assistance.
- Real time notification of violations or infractions made by tracked individuals.

6. Reports. Contractors may provide system report functionality.

7. Eligibility and Experience Requirements – Services. The following mandatory requirements must be met in order for a bid response to be considered. Provide documentation with your bid response. Failure to meet these criteria will result in rejection of the bid. The mandatory criteria are:

- The Contractor must have a working experience of the **Electronic Monitoring Equipment and Services**.
- Additionally, the Contractor affirms they are capable of meeting all necessary environmental, safety, licensing and other standards as may be required by Federal or State law or municipal ordinance, and further affirms and agrees that the company is responsible for identifying any such requirements and achieving approval or compliance.
 - a) The Contractor shall describe their experience in providing Electronic Monitoring Services. This experience should show your capability to perform the services outlined in this IFB. Please provide the below information:
 - b) A minimum three (3) years of prior experience(s) providing Electronic Monitoring Services.
 - c) Three (3) references from clients for whom you have provided services within the last two years.

8. Contract Award. 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 supplies and/or services covered by this Invitation For Bids ("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 supplies. A Bidder need not offer the full spectrum of supplies encompassed in this procurement, but DGS encourages the Bidder to offer the widest possible selection of supplies possible within the scope of this IFB.

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 supplies 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 supplies 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.

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.

9. Contract Deliverables. Unless otherwise specified in these Specifications, all supplies offered by Bidders must be new or remanufactured. A “new” supply is one for which the Purchaser will be the first user after the supply is manufactured or produced. A “remanufactured” supply 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 supply;
- does not, in DGS’s sole discretion, differ in appearance from a new supply; and
- has the same warranty as a new supply.

Unless otherwise specified in these Specifications, a Bidder may propose only new and remanufactured supplies in its bid submission. This clause shall not be construed to prohibit Bidders from offering supplies with recycled content, provided the supply itself is new or remanufactured.

10. Estimated Quantities. As there are multiple awards and no requirement for Purchasers to buy from any particular awarded supplier, there is no reliable method to predict with any level of certainty any expected Contract volume.

11. Contract Period. DGS will establish the Contract effective date as specified in Subsection 3.a. of the Terms and Conditions. The Contract will renew automatically in accordance with Subsection 3.c. of the Terms and Conditions, unless it is terminated in accordance with Section 23 of the Terms and Conditions, as supplemented by this section.

12. Service Area. The Bidder may offer to provide and deliver **Electronic Monitoring Services and Electronic Monitoring Equipment, Repair Services and Equipment Rental:**

- Statewide, or
- To any one county specifically identified in the Bidder’s bid submission, or
- To any number of counties specifically identified in the Bidder’s bid submission.

13. Pricing.

a. The Bidder shall specifically identify pricing in the Bidder’s bid submission by stating:

- Percent discount(s) to be deducted from the identified catalog or manufacturer/distributor’s most recently published price list, or
- Stating “mark-up” as a percentage above the manufacturer/distributor’s specified cost, or
- Providing a customized price list of supplies and/or services that the Bidder is offering, stating the net price and, if applicable, minimum order requirements for each supply and/or service. The IFB does not contain a specific list of supplies and/or services. The Bidder is free to offer any type or number of supplies and/or services, from any number of manufacturers, in its bid, so long as the supplies and/or services 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.

b. The Bidder must identify the catalog, manufacturer/distributor’s price list, manufacturer/distributor’s specified cost sheet, or customized list, 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 submission. The Bidder must submit a complete catalog, manufacturer/distributor’s price list, or manufacturer/distributor’s cost sheet within three (3) 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 submission.

c. 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 supplies.

i. The Bidder should offer its pricing based upon either quantity or the same “best” price regardless of order quantity.

ii. The Bidder may offer different discounts, mark-ups, customized lists, or prices for different classes of Purchasers (e.g., educational; health; fire, rescue, or ambulance company; etc.).

iii. 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.

iv. Upon request by the Member or DGS, the Contractor must provide an itemized cost breakdown of the supplies and/or service(s) showing Supplier’s Cost or List Price and the discount or markup to make certain that the established COSTARS pricing structure is being followed.

d. Except in the event of increased discounts or reduced mark-ups as permitted under Paragraph 8.c.iii., 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. Any additions to manufacturer lines shall be in accordance with Paragraph 3.b. of these Specifications pertaining to manufacturer’s authorization and subject to DGS’ written approval. 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.

e. The Contractor may supplement its bid submission at any time to provide pricing for additional Contract supplies and/or services within the scope of the Contract that become available after submission of the Contractor’s bid or to remove supplies or services it no longer wishes to offer. Any additions to manufacturer lines shall be in accordance with Paragraph 3.b. of these Specifications pertaining to manufacturer’s authorization and subject to DGS’ written approval.

14. Ancillary Services. As provided in the Invitation for Bids (IFB), the Contractor may choose to offer ancillary services in conjunction with the supplies 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 supply or component parts purchased, (3) limited to the actual supply or component parts purchased, and (4) initiated/ordered at the time of supply purchase. Stand-alone services over and above those already built into this Contract in Section 2 and services for supplies not purchased from this Contract, including existing equipment for which component parts from this Contract are purchased, are not within the scope of this Contract. DGS reserves the right to determine which ancillary services shall be included in any contract.**

Ancillary services authorized in the IFB 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 9.c. of the Terms and Conditions, requiring in pertinent part that the pricing include standard FOB destination delivery.
- Extended Warranty (only for supplies/component parts purchased from the contract)
- Post Warranty Support and Maintenance Service (only for products/component parts purchased from the contract)
- Removal/Disposal/Relocation

- Asset Tagging – affixing a Purchaser asset tag to the items/component parts purchased from the contract.
- After-Hours Service
- 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 supply 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 preexisting 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 Purchasers, are permitted without dollar value limitation.

Construction Activities for governmental entities and school district Purchasers 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 Purchasers, 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 Contract 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 supply or component parts.

15. Software Licenses. If a product purchased through this Contract contains embedded software or is associated with standalone software to be installed on a Purchaser'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 sample software license agreement found within the bidding documentation is in a form that is generally acceptable to the COSTARS members. The software publisher and the Purchaser may negotiate the terms of the Software License Agreement as mutually agreed upon and as appropriate to the Purchaser's use of the software. All license terms shall be subject to the standard approval processes established for the Purchaser, either by policy or statute.

16. Limitation of Liability. Section 18 of the Terms and Conditions is amended by the addition of the following at the end of the existing language:

The Contractor's liability to any Purchaser under any PO issued under the Contract shall be limited to: (i) the greater of \$1,000,000 or the value of the PO (including any amendments) for POs of \$500,000 or more or (ii) the greater of \$100,000 or two times the value of the PO for all other POs, unless otherwise specified in the PO. This limitation will apply, except as otherwise stated in this paragraph, regardless of the form of action, whether in contract or in tort, including negligence. This limitation does not, however, apply to damages for:

- a. Bodily injury;
- b. Damage to real property or tangible personal property for which the contractor is legally liable; or
- c. The Contractor's indemnity of DGS and any Purchaser for patent, copyright, trade secret, or trademark protection.

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.

17. Warranties. In addition to the requirements of the Warranty section (Section 12) of the Terms and Conditions, the Contractor warrants that it has the capability, either directly or through the manufacturer or a manufacturer's representative, to perform warranty service for the warranty period.

18. Instruction/Owner Manual(s). If applicable, the Contractor shall furnish to the authorized user a complete instruction manual for the item and for each component provided simultaneous with delivery. The manual(s) shall include complete instructions for unpacking, inspecting, installing, adjusting, aligning, and operating the item, together with layout and interconnection diagrams, schematic and wiring diagrams, preventive and corrective maintenance procedures, and complete parts lists, manufacturer's catalog numbers, and ordering information, if applicable.

19. Rental Agreement. A sample agreement attached hereto as Attachment "B" is in a form that is generally acceptable to the COSTARS members. The Contractor and the Purchaser may negotiate the terms of the rental agreement, without DGS involvement, as mutually agreed upon and as appropriate to the Purchaser's use of the equipment, however, nothing in the agreement may contradict, modify, or override any term or condition contained in this Contract. All terms shall be subject to the standard approval processes established for the Purchaser, either by policy or statute, and shall become part of the purchase order.

20. Contractor Duties. Each Contractor, subject to the terms and conditions set forth in the Contract, and the Purchase Order, shall furnish rental equipment:

- a) The Contractor shall be paid only for the time the equipment is operating unless otherwise agreed to and specified in the Purchase Order and/or rental agreement.
- b) The contractor shall be responsible for all costs, including permits, in the delivery and return of the equipment unless otherwise specified in the Purchase Order.

21. Maintenance. The Contractor, at the Contractor's expense unless otherwise specified in the rental agreement, shall maintain equipment in good mechanical and operating condition and make all repairs and/or replacements of the equipment while in member's possession.

22. Risk of Loss. The Contractor shall assume and bear the risk of loss or damage to, or theft of, the equipment and all component parts while the equipment or parts are in possession of the Purchaser. However, if the Purchaser could have prevented such loss, damage, or theft by exercising reasonable care or diligence in the use, protection, or care of the equipment, the Contractor shall not bear the risk of loss. No loss or damage to the equipment shall impair any Contractor or Purchaser obligation under any Purchase Order issued as a result of this contract.

23. Insurance Requirements. The Contractor shall procure and maintain, at its expense, the following types of insurance issued by companies acceptable to the Purchaser and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:

- a) Public liability and property damage insurance to protect the Department, the Purchaser, and the Contractor from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death, and damage to property, including loss of use resulting from any property damage, which may arise out of the services performed under this Contract, whether such performance be by the Contractor, or anyone directly or indirectly employed by either. The limits of such insurance shall be in an amount not less than two hundred fifty thousand (\$250,000.00) dollars each person and one million (\$1,000,000.00) dollars each occurrence, personal injury and property damage.
- b) Contractor shall maintain fire, theft and vandalism insurance covering equipment when left in the Purchaser's custody.
- c) Contractor shall furnish current certificates of insurance naming the Purchaser as additional insured upon call out.

24. Reciprocal Limitations Act. This procurement is subject to the Reciprocal Limitations Act. Bidders must complete and submit with their Bid Response the State of Manufacture Chart which is contained in and made part of the contract IFB.

25. Travel Reimbursement. The Contractor may bill for reasonable travel expenses for mileage, subsistence and lodging at the government rate in accordance with Commonwealth Management Directive 230.10 or the Purchaser's applicable travel policy.

26. Quality: All services must be performed in a manner acceptable to the purchaser. The security software must be customizable to the purchaser's development and needs.

27. 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.

28. 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.