



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA COMMERCIAL ITEM DESCRIPTION (PCID)

GENERAL REQUIREMENTS FOR BIDDING PennDOT VEHICLES/EQUIPMENT

(This item description supersedes PCID No. 1075 eff. 12/11/07)

PCID NO. 1075
Eff. 2/14/08

These General Requirements shall apply to all on-road and off-road vehicles, highway equipment, agricultural equipment and construction equipment, procured for use by the Department of Transportation, Commonwealth of Pennsylvania (PennDOT). These requirements are in addition to any supplemental specifications identified in the invitation for bids. The following shall be considered MINIMUM requirements.

A. STANDARDS, CODES, RULES, REGULATIONS:

1. Each vehicle or unit of equipment shall conform to any and all requirements contained in the Pennsylvania Motor Vehicle Code.
2. Each vehicle or unit of equipment shall comply with all current applicable Federal Motor Vehicle Safety Standards, Federal and Pennsylvania Exhaust Emission and Noise Standards, and EPA and OSHA requirements. The appropriate decals indicating compliance shall be affixed to the vehicle/equipment.
3. Each vehicle or unit of equipment shall be manufactured in accordance with any codes, standards and engineering practices as recommended by the following professional organizations for the specific vehicle/equipment:

American Institute of Steel Construction (AISC)
American National Standards Institute (ANSI)
American Society of Mechanical Engineers (ASME)
American Society for Testing and Materials (ASTM)
American Trucking Association (ATA)
American Welding Society (AWS)
American Wood-Preservers Association (AWPA)
Battery Council International (BCI)
British Standards Institute (BSI): Limits and Fits
Compressed Air and Gas Institute (CAGI)
Industrial Fastener Institute (IFI)
International Standards Organization (ISO)
Joint Industrial Council (JIC)
National Fire Protection Association (NFPA)
National Truck and Equipment Association (NTEA)
Power Crane and Shovel Association (PSCA)
Society of Automotive Engineers (SAE)
Society of Manufacturing Engineers (SME)
Steel Structure Painting Council (SSPC)
Tire and Rim Association (TRA)

B. COMPONENTS, PARTS AND ACCESSORIES:

1. When "No Substitute" components, parts or accessories are designated, only this type of component, part or accessory is acceptable.
2. All equipment and parts furnished shall be of the manufacturer's most current design, shall be included in its most current published list of models in stock and shall satisfy, these specifications.
3. The same model components shall be utilized on all units supplied by the successful bidder under the specifications.
4. All electronic systems associated with the vehicle/equipment shall be properly insulated so as not to not cause any interference with the operation of the vehicle or the land mobile radio communications system, when properly installed in the vehicle.
5. Power systems must be compatible with the engine, transmission, axles, hydraulic system and power steering, etc., in order to meet the requirements specified herein.
6. Vehicles shall meet the maximum gradeability of the manufacturer when loaded to maximum Gross Vehicle Weight Rating ("GVWR") without exceeding the engine manufacturer's recommended maximum revolutions per minute ("RPM") based on maximum net torque.
7. The ratio of the rear axle and transmission shall be geared to maintain a road speed of approximately 65 mph on a level road, when operating at maximum GVWR without exceeding the recommended engine rpm figure. This is not applicable to construction type equipment.

C SITE VISITS:

Prior to submission of its bid, a bidder may contact PennDOT and schedule a site visit to inspect vehicles/equipment (as available) in PennDOT's current inventory in order to further clarify any drawings, pictures and specifications. Units may be available in the field for bidders to inspect at one or more of PennDOT's Maintenance Districts, but the Commonwealth makes no guarantee that any particular vehicle/equipment shall be located at a site convenient to the bidder's place of business. The site visit must be scheduled with the Equipment Division by calling (717) 783-2371. It is the bidder's responsibility to complete the site visit in time to submit a bid. All travel will be at the bidder's expense.

D. ON BOARD VEHICLE/EQUIPMENT REQUIREMENTS:

1. Each vehicle and unit of equipment shall include the proper forms to apply for a Pennsylvania title and license. These forms will include: the original manufacturer's statement of origin signed by the successful bidder and notarized. A detailed invoice listing all equipment, PO number, VIN numbers and price. All title papers shall be properly prepared and executed. The application for title, Form MV-1 shall indicate the name and address exactly as follows: Pa. Dept. of Transportation, Equipment Division, 17th Street and Arsenal Blvd., Harrisburg, PA 17120 (ATTN: Specifications Unit).
2. Trucks and trailers shall be certified to meet or exceed requirements to obtain a Pennsylvania license. For medium and heavy-duty trucks and vans, the GVWR shall be identified in the vehicle's cab as the final complete certification label (minimum rating). The Gross Combined Weight Rating (GCWR) shall be identified by decal in the cab to indicate the approved weight, which can be towed, if applicable.
3. Vehicles designated for on-road/off-road use shall meet the following requirements:
 - a. Shall have a valid Pennsylvania state inspection sticker, if applicable.
 - b. Shall have completed the manufacturers' recommended pre-delivery service.
 - c. Shall have the vehicle manufacturer's model name and model number stated on a decal affixed to the inside of the driver's side door.

- d. Shall be clean, lubricated, serviced, fuel tank filled to full recommended capacity, all adjustments completed, all mechanical and electrical motors and components fully functional and operational, and the vehicle will be "work ready" for immediate use.
- e. Shall have appropriately placed decals indicating the types of required fuels or lubricants and the capacity of each fluid's reservoir that is required by the vehicle.
- f. Shall have permanent antifreeze in each vehicle to protect it at a level of -35°F. Only a low silicate type anti-freeze will be used for vehicles having diesel engines.
- g. Shall be free from all dealer signs/emblems.
- h. Hydraulic systems shall be compatible with Universal Tractor Fluid (UTF).
- i. Shall include a copy of the manufacturer's warranty and service policy with all warranty vouchers, certificates and coupons as in accordance with section E (GENERAL WARRANTY REQUIREMENTS) as listed below.
- j. Shall have each vehicle and major component identified with a metal identification tag that provides the OEM's name, model number and individual serial number. Tags will be affixed in an accessible and readable position on the item.

The above items are pre-delivery service items, and bidders should not misconstrue these requirements with warranty problems that arise after the Commonwealth accepts the completed unit which complies with the written specifications.

All charges for any of the aforementioned administrative and technical services and equipment are considered minimum acceptable requirements for delivery and shall be included in the bid price.

E. GENERAL WARRANTY REQUIREMENTS

The following warranty requirements are considered minimum unless otherwise stated in the invitation for bids. If the manufacturer's standard warranty exceeds the specified warranty, the manufacturer's standard warranty will apply. Manufacturer's warranty shall be provided in written or electronic form. All warranties will cover all labor and parts replacement, **without deductibles** during the warranty period, except as may be otherwise stated below or in the invitation for bids. This warranty, however, does not include items that must be replaced through ordinary wear and tear, but those parts ordinarily replaced through the servicing program will be replaced as part of the servicing program of equipment/vehicles, if appropriate. Parts replaced under this warranty will be of original equipment manufacturer (OEM) quality or higher. Service to the vehicle/equipment will be at a level to maintain or meet the manufacturer's requirements to sustain the warranty. All warranty policies shall be from the OEM and repairs shall be made at any authorized OEM warranty repair facility. Multiple repair facilities shall be located regionally around the State to support warrantable repairs.

- 1. **CONSTRUCTION EQUIPMENT:** The construction and agricultural equipment manufacturer's service and warranty program for full machine ("bumper to bumper") shall be for a minimum of two (2) years or four thousand (4,000) hours whichever first occurs.
- 2. A. **LIGHT DUTY TRUCKS & VANS (up to 19,500# GVWR):**
 The chassis and cab manufacturer's service and warranty program shall be for three (3) years or 36,000 miles (whichever first occurs), including powertrain. A two (2) year, unlimited mileage warranty is acceptable in lieu of a three year, 36,000-mile warranty. The vehicle shall be certified as having a capacity of towing 5,000 pounds minimum without voiding the warranty.
- 2. B. **MEDIUM DUTY/HEAVY DUTY CAB & CHASSIS (19,501# GVWR or higher):**
 The chassis manufacturer's service and warranty program shall be for one (1) year or 12,000 miles (whichever first occurs).

3. ADDITIONAL SPECIFIC WARRANTY ITEMS (Applies to light, medium and heavy duty trucks only)

a. RUST PROOFING WARRANTY

Cabs/cowls shall be warranted for five (5) full years with no mileage or hourly limitations. This will include rusting through or perforation from within. This warranty and service program covers both labor and parts for the full warranty period. Surface rust caused by chip, scratches, or damage caused by PennDOT employees is not covered by this warranty.

b. FRAME RAILS AND CROSSMEMBERS (Chassis)

For medium/heavy duty trucks, frame rails and cross members are warranted for five (5) full years with no mileage or hourly limitations. This warranty covers both parts and labor for the full warranty period. For light duty trucks and vans, the manufacturer's standard frame rail and crossmember warranty is acceptable.

c. FLAT BED WARRANTY

A vehicle's flat bed shall be warranted for three (3) years. This warranty covers both parts and labor for the full warranty period. A decal will be placed on the inside driver's door stating the warranty's terms and the name, address and telephone number of the contact person to initiate warranty claim services.

d. SERVICE/UTILITY BODY AND ASSOCIATED COMPONENTS WARRANTY

Fiberglass bodies will be warranted for five (5) years to include color fading. Steel service and utility bodies shall be warranted for five (5) years against defects and corrosion, including rust through or perforation from within. Surface rust caused by chip, scratches, or damage caused by PennDOT employees is not covered by this warranty. Associated components such as cranes, air compressors, and snowplows shall be covered by manufacturer's standard warranty. Manufacturer's standard warranty shall be provided in written or electronic form.

e. ENGINE AND TRANSMISSION WARRANTY

The engines for all Heavy/Medium Duty equipment/vehicles will be warranted for parts and labor for five (5) years or 150,000 miles (whichever first occurs). The engine warranty will include all items named or included within the valve covers, cylinder heads, block and oil pan. The transmission (automatic/manual) will be fully covered by the warranty and service program for two (2) years and will not be limited by mileage or hours. For light duty trucks and vans, the manufacturer's standard frame engine and transmission warranty is acceptable. Electronic fuel delivery components, electronic control modules and emission control components shall be covered for five (5) years or 100,000 miles whichever first occurs. After treatment Device/DPF shall be warranted for minimum 5 years or 100,000 miles.

f. WARRANTY CARD PROCEDURES

The successful bidder shall complete the warranty card except for the warranty start date. The PennDOT Equipment Division shall inform the successful bidder of the following: model number of vehicle; serial number of vehicle, equipment number, and location assigned; date released to the counties.

F. PILOT MODEL:

PennDOT reserves the right to require the successful bidder to make mutually agreeable arrangements to deliver a "pilot model" for initial inspection. Pilot models(s) shall be delivered to the Department of Transportation, 17th St., & Arsenal Blvd., Harrisburg, PA 17120 for inspection, testing and approval. The remaining units shall not be delivered for inspection, testing and approval until after the pilot model has been accepted by PennDOT. The remaining units shall fully meet the requirements of the specifications and must be indistinguishable from the approved pilot model. Presentation of a pilot model will not be required if the quantity is only one (1) unit. The pilot model must meet all the mechanical requirements of the specifications. PennDOT may field test the equipment to determine if it meets the performance requirements of the specifications. Performance testing results will normally be completed within two (2) weeks of date of delivery. There are administrative items that are required to be presented at the pilot model inspection. It is imperative that all of these items be presented at this time so they are ready for shipment, when the balance of the units are delivered. PennDOT may withhold payment, where deemed necessary, pending receipt of these items. PennDOT disclaims any liability for damage to equipment that has not been unconditionally accepted by the PennDOT.

G. DELIVERY:

Time is of the essence. All units must be delivered within the number of days, specified in the invitation for bids, after receipt of the purchase order by the successful bidder. It shall be assumed by the parties that the successful bidder received the purchase order on the third business day following the date of the purchase order, unless the successful bidder provides credible evidence that the order was received on a later date. Bidders must specify delivery time in their bid. Phrases such as "as required", "as soon as possible", or "prompt" have no meaning and may be cause for rejection of the bid. The successful bidder shall deliver **the completed unit(s) at ground level (stacked loads are unacceptable)** to the Equipment Division, 17th Street and Arsenal Blvd. Harrisburg, PA 17120. All deliveries shall be made on a working day between 7:00 AM and 2:30 PM. There is a loading dock at this location; however, any additional unloading cost shall be borne by the successful bidder. The terms of delivery are also controlled by other provisions in the invitation for bids.

The successful bidder shall submit to the PennDOT "on a continuing basis", all service bulletins and technical letters as regularly issued by a manufacturer to dealers or large fleets. All the relevant information shall be supplied for the unit(s) forwarded to the Commonwealth to inform PennDOT of any improvements, changes and/or problems concerning the unit and its component parts. This information shall be addressed to the Pennsylvania Department of Transportation, Equipment Division, 17th St. & Arsenal Blvd., Harrisburg, PA 17120, ATTN: Specification Unit Chief, Equipment Division. PennDOT reserves the right to have its representative(s) periodically inspect each unit during assembly at the successful bidder's assembly point.

H. PROCEDURE FOR IMPLEMENTING REPAIRS:

In the event that a breakdown occurs, the repair work is to be performed by the successful bidder of record or his duly authorized representative within the Commonwealth. A copy of the successful bidder's work orders shall be supplied to the PennDOT County Equipment Manager and District Equipment Manager. Repairs assigned to the successful bidder can be performed at the successful bidder's place of business, at his duly authorized representative's place of business and, whenever possible, at the county maintenance facility or field locations. If services are to be performed at PennDOT's county maintenance facilities or in the field, the successful bidder must provide proof of insurance as stated in the contract attachments. County Equipment Managers shall notify the successful bidder or his duly authorized service representatives that the vehicle/equipment is down for component repairs and follow PennDOT standard procedure for handling warranty problems in accordance with the benefits of this warranty. At this time of notification, the location of repair is to be mutually agreed upon based on the most timely and cost effective basis to the Department. All work orders against the warranted repair shall be kept in PennDOT's Equipment History File at the county maintenance facility.

When repairs are to be performed at the successful bidder's place of business or his duly authorized representative's place of business, transportation of the vehicle/equipment within the Commonwealth of Pennsylvania shall be made by PennDOT. If determined by PennDOT that repairs cannot be handled within the Commonwealth, then transportation to and from the Commonwealth of Pennsylvania shall be the responsibility of the successful bidder.

If mileage costs will be charged to the Department for the diagnosis or repair of a warrantable item, an estimate of these costs shall be given to the County Equipment Manager prior to the repair agreement.

I. LUBRICATION AND COMPONENT INFORMATION:

The successful bidder shall provide lubrication and component information (as applicable) upon request by PennDOT. This information may be provided by copying and completing the sample forms attached to this document, or may be presented on forms prepared by the successful bidder and/or manufacturer. (see attached sample forms – 4 pages).

J. SUCCESSFUL BIDDER'S RIGHTS:

The successful bidder shall have the right to make periodic inspections to ascertain that the maintenance techniques and/or repair procedures are being administered in accordance with the guidelines set forth in this document. Preventive maintenance shall be performed by PennDOT in accordance with the component manufacturer's recommended procedures, or as modified during the contract through supplements. All internal parts of the components shall be the repair responsibility of the successful bidder, except maintenance adjustments.

K. MATERIAL MASTERS: No Material Masters established for this delivery PCID.

APPROVALS:

Quality Assurance Specialist: Gerald J. Grecek, CPPB

Quality Assurance Supervisor: Craig E. Wolford, CPPB

Division Director: Paul Wolf, C.P.M., CPPB

Sample Forms (Instruction Sheet)

The Following Documents Shall Be Completed And Emailed / Shipped To

Email: Contact the Automotive Equipment Specialist @ The Equipment Division @ 717-705-2124 (This is an Excel Spread Sheet, a Work Copy will be Emailed to You)

Mail: Equipment Division
17th & Arsenal Blvd.
Harrisburg, Pa. 17120
Attn: Specifications Division

Note: These Forms Must Be Delivered to The Equipment Division With The Pilot Model!

**Instructions To Vendor For Completing The Attached Form
(We Would Prefer Having This Completed Electronically)**

Electronic:

- 1. Obtain Work Copy By Calling 717-705-2124**
- 2. All Sections Are to be Filled Out**
- 3. Insert N/A in All Sections That Do Not Apply, Do Not Leave any Sections Blank**
- 4. Manufacturer, Model No. And Part No. Should Reflect The Actual Component Manufacture**
- 5. Warranty Section Should Reflect The Coverage, The Vendor And/Or Equipment (Truck) Manufacturer Will Supply, Not The Component Manufacturer.**

Paper:

- 1. Same As Above, but Type or Print All Information**

Chamber (REAR)				
Brake Lining (FRT)				
Brake Lining (REAR)				
Clutch Assembly				
Differential				
Dump Body				
Electronic Joysticks				
Engine (AUX)				
Engine (MAIN)				
Fan				
GL 400				
GL 400 Wiring				
Grote Wiring Harness				
Hoist Cylinder				
Hydraulic Pump - Main				
Pump, Fuel				
Pump, Hydraulic Aux.				
Pump, Steering				
Pump, Water				
Radiator				
Rexroth Valve				
Starter				
Steering Gear				
Suspension System				

Tank Fuel Capacity				
Tire Size Front LR				
Tire Size Rear LR				
Transaxle				
Transfer Case				
Transmission				
Wing Plow				

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PART I - GENERAL INFORMATION

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I.1 IFB-001.1 Purpose (Oct 2006)

The Commonwealth of Pennsylvania (Commonwealth) is issuing this Invitation for Bids (IFB) to meet the needs of DEPARTMENT OF GENERAL SERVICES to satisfy a need for **ANTI-ICING INSERTS SINGLE & TANDEM AXLE TRUCKS** .

I.2 IFB-005.1 Type of Contract (Oct. 2006)

If the Issuing Office enters into a contract as a result of this IFB, it will be a ESTABLISHED PRICE CONTRACT contract containing the Contract Terms and Conditions as shown in Part V of this IFB.

I.3 IFB-008.1C No Pre-bid Conference (Oct. 2006)

There will be no pre-bid conference for this IFB. If there are any questions, please forward them to the Issuing Office prior to the bid opening date and time.

I.4 IFB-009.1 Questions (Nov. 2006)

Any questions concerning conditions and specifications must be directed to the Issuing Office.

I.5 IFB-010.1 Addenda to the IFB (Oct. 2006)

If the Issuing Office deems it necessary to revise any part of this IFB before the bid response date, the Issuing Office will post an addendum to its website at WWW.DGS.STATE.PA.US it is the Bidder's responsibility to periodically check the website for any new information or addenda to the IFB.

I.6 IFB-011.1B Submission of Bids – Electronic Submittal (Dec 12 2006)

- a. Bids are requested for the item(s) described in the Invitation For Bids and all the documents referenced in the form (collectively called the IFB). Bidders must submit their bids through the Commonwealth's electronic system (SRM).
- b. It is the responsibility of each bidder to ensure that its Bid is received through the electronic system prior to the date and time set for the opening of bids ("Bid Opening Time"). No Bid shall be considered if it arrives after the Bid Opening Time, regardless of reason for the late arrival.

Bids that are timely received in the Bid Opening Room prior to the Bid Opening Time shall be opened publicly in the presence of one or more witnesses at the time and place designated in this IFB for the Bid opening.

- c. Bids must be firm. If a Bid is submitted with conditions or exceptions or not in conformance with the terms and conditions referenced in the IFB Form, it shall be rejected. The Bid shall also be rejected if the items offered by the Bidder are not in conformance with the specifications as determined by the Commonwealth.
- d. The Bidder, intending to be legally bound hereby, offers and agrees, if this Bid is accepted, to provide the awarded items at the price(s) set forth in this Bid at the time(s) and place(s) specified.

I.7 IFB-024.1 Bid Protest Procedure (Oct 2006)

- a. **Who May File the Protest.** Any Bidder or prospective bidder who is aggrieved in connection with the IFB or award of the contract solicitation or award of a contract may file a protest. Protests relating to cancellation of invitations for bids and protests relating to the rejection of all bids are not permitted. A Bidder is a person that submits a bid in response to the IFB. A prospective bidder is a person that has not submitted a bid in response to the IFB.
- b. **Time for Filing.**
 - 1) If a protest is submitted by a prospective bidder, the protest must be filed before bid opening time or proposal receipt date.
 - 2) If a protest is filed by a Bidder, the protest must be filed within seven days after the protesting Bidder knew or should have known of the facts giving rise to the protest EXCEPT THAT IN NO EVENT MAY A PROTEST BE FILED LATER THAN SEVEN (7) DAYS AFTER THE DATE THE CONTRACT OR PURCHASE ORDER WAS AWARDED. Date of filing is the date of receipt of protest.
 - 3) Untimely filed protests shall be disregarded.
- c. **Form of Protest.**
 - 1) A protest must be in writing and filed with the agency head (or designee) of the purchasing agency.
 - 2) A protest must state all grounds upon which the protesting party asserts that the solicitation or award was improper. Issues not raised by the protesting party in the protest are deemed waived and may not be raised on appeal.
 - 3) The protesting party may submit with the protest any documents or information deemed relevant.
- d. **Notice of Protest** If award has been made, the agency head (or designee) shall notify the successful Bidder or contractor of the protest. If the protest is received before award and substantial issues are raised by the protest, all Bidders who appear to have a substantial and reasonable prospect of winning the award shall be notified and may file their agreement/disagreement with the purchasing agency within three (3) days after receipt of notice of the protest.
- e. **Stay of Procurement.** The head of the purchasing agency (or designee) shall immediately decide, upon receipt of the protest, whether or not the solicitation or award shall be stayed, or if the protest is timely received after the award, whether the performance of the contract should be suspended. The Issuing Office shall not proceed further with the IFB or with the award of the contract, and shall suspend performance under the contract if

awarded, unless the agency head of the purchasing agency makes a written determination that the protest is clearly without merit or that award of the contract/purchase order without delay is necessary to protect the substantial interests of the Commonwealth.

f. **Procedures.**

- 1) **Contracting Officer Response.** Within fifteen (15) days of the receipt of a protest, the contracting officer may submit a written response to the head of the purchasing agency (or designee). The response may include any documents or information that the contracting officer deems relevant to the protest.
- 2) **Protesting Party Reply.** Within ten (10) days of the date of the contracting officer response, the protesting party may file a written reply.
- 3) **Review.** The head of the purchasing agency (or designee) shall:
 - a) Review the protest and any response or reply.
 - b) Request and review any additional documents or information he deems necessary to render a decision.
 - c) Give the protesting party and the contracting officer reasonable opportunity to review and address any additional documents or information requested by the agency head.
 - d) In his sole discretion, conduct a hearing.
 - e) Within sixty (60) days of the receipt of the protest, issue a written determination stating the reasons for the decision.
 - f) If additional time is required to investigate the protest, inform the protesting party of the additional time needed to render a determination and obtain the protesting party's consent.
- 4) **"Clearly Without Merit" Determinations.** If the head of the purchasing agency (or designee) determines, upon receipt, that the protest is clearly without merit and does not stay the procurement, the head of the purchasing agency (or designee) shall immediately issue the decision as required by Subparagraph h below.

g. **Settlement.** The Issuing Office has the authority to settle and resolve bid protests.

h. **Decision.** The head of the purchasing agency (or designee) shall promptly, but in no event later than sixty (60) days from the filing of the protest, issue a written decision. The decision shall:

- 1) State the reasons for the decision.
- 2) If the protest is denied, inform the protesting party of its right to file an appeal in Commonwealth Court within fifteen (15) days of the mailing date of the decision.
- 3) If it is determined that the solicitation or award was contrary to law, enter an appropriate order.

The agency head (or designee) shall send a copy of the decision to the protesting party and any other person determined by the agency head (or designee) to be affected by the decision.

1.8 IFB-025.1 Electronic Version of this IFB (Oct 2006)

This IFB is being made available by electronic means. If a Bidder electronically accepts the IFB, the Bidder acknowledges and accepts full responsibility to insure that no changes are made to the IFB. In the event of a conflict between a version of the IFB in the Bidder's possession and the Issuing Office's version of the IFB, the Issuing Office's version shall govern.

1.9 IFB-028.1 Participating Addendum with an External Procurement Activity (Dec 6 2006)

Section 1902 of the *Commonwealth Procurement Code*, 62 Pa.C.S. Section 1902, permits external procurement activities to participate in cooperative purchasing agreements for the procurement of services, supplies or construction.

a. **Definitions.** The following words and phrases have the meanings set forth in this provision:

- 1) *External procurement activity:* The term, as defined in 62 Pa. C. S. Section 1901, means a 'buying organization not located in the Commonwealth [of Pennsylvania] which if located in this Commonwealth would qualify as a public procurement unit [under 62 Pa. C.S. Section 1901]. An agency of the United States is an external procurement activity.'
- 2) *Participating addendum:* A bilateral agreement executed by the Contractor and an external procurement activity that clarifies the operation of the Contract for the external procurement activity concerned. The terms and conditions in any participating addendum shall affect only the procurements of the purchasing entities under the jurisdiction of the external procurement activity signing the participating addendum.
- 3) *Public procurement unit:* The term, as defined in 62 Pa. C. S. Section 1901, means a 'local public procurement unit or purchasing agency.'
- 4) *Purchasing agency:* The term, as defined in 62 Pa. C. S. Section 103, means a 'Commonwealth agency authorized by this part or any other law to enter into contracts for itself or as the agent of another Commonwealth agency.'

b. **General.** A participating addendum shall incorporate the terms and conditions of the Contract resulting from this IFB. The Contractor shall not be required to enter into any participating addendum.

c. **Additional Terms.**

- 1) A participating addendum may include additional terms that are required by the law governing the external procurement activity.
- 2) A participating addendum may include new, mutually agreed upon terms that clarify ordering procedures specific to a participating external procurement activity.

- 3) The construction and effect of any participating addendum shall be governed by and construed in accordance with the laws governing the external procurement activity.
- 4) If an additional term requested by the external procurement activity will result in an increased cost to the Contractor, the Contractor shall adjust its pricing up or down accordingly.

d. Prices.

- 1) **Price adjustment** For any costs affecting the percent markup that the Contractor will or will not incur or that differ from costs incurred or not incurred in the fulfillment of this Contract, the Contractor shall adjust its pricing up or down accordingly. These costs may include, but not be limited to:
 - a) State and local taxes;
 - b) Unemployment and workers compensation fees;
 - c) E-commerce transaction fees; and
 - d) Costs associated with additional terms, established pursuant to the Contract.
- 2) The Contractor's pricing for an external procurement activity shall be firm and fixed for the duration of the initial term of the Contract. After the initial term of the Contract, if the Contract is renewed, the Contractor's pricing may be adjusted up or down based on market conditions only with the mutual agreement of both the Contractor and any external procurement activity.

e. Usage Reports on External Procurement Activities.

The Contractor shall furnish to the Contracting Officer an electronic quarterly usage report, preferably in spreadsheet format no later than the fifteenth calendar day of the succeeding calendar quarter. Reports shall be e-mailed to the Contracting Officer for the Contract. Each report shall indicate the name and address of the Contractor, contract number, period covered by the report, the name of the external procurement activity that has used the Contract and the total volume of sales to the external procurement activity for the reporting period.

- f. **Electronic Copy of Participating Addendum.** The Contractor, upon request of the Contracting Officer, shall submit **one** electronic copy of the participating addendum to the Contracting Officer within **ten** days after request.

I.10 IFB-029.1 Prices (Dec 6 2006)

The bid submitted by the successful Bidder will be incorporated into any resulting Contract and the Bidder will be required to provide the awarded item(s) at the prices quoted in its Bid.

I.11 IFB-030.1 Approved Equal (Nov 2006)

Whenever an item is defined in this IFB by trade name and catalogue number of a manufacturer or vendor, the term 'or approved equal,' if not inserted therewith shall be implied. Any reference to a particular manufacturer's product either by trade name or by limited description is solely for the purpose of more clearly indicating the minimum standard of quality desired, except where a 'no substitute' is requested. When a 'no substitute' is requested, the Issuing Office will consider Bids for the referenced product only. The term 'or approved equal' is defined as meaning any other make which, in the sole opinion of the Issuing Office, is of such character, quality, and performance equivalence as to meet the standard of quality of products specified for which it is to be used equally as well as that specified. A Bidder quoting on a product other than the referenced product shall: a) furnish complete identification in its Bid of the product it is offering by trade name, brand and/or model number; b) furnish descriptive literature and data with respect to the substitute product it proposes to furnish; and c) indicate any known specification deviations from the referenced product.

I.12 IFB-031.1 Alternates (Nov 2006)

A Bidder who wants to offer an alternate must notify the Issuing Office in writing, at least five (5) days prior to the scheduled Bid opening, that the Bidder intends to offer an alternate in its Bid. An "alternate" is a product that deviates from the requirements of the specifications in its composition, qualities, performance, size dimension, etc. The written notification from the Bidder must include a complete description of the alternate and must identify the product's deviations from the specifications. Upon receipt of the notification, the Issuing Office will determine whether the alternate is acceptable. If the Issuing Office, in its discretion, determines that the alternate is acceptable, the Issuing Office will issue a change notice to the invitation for bids that revises the specifications. If no change notice is issued revising the specification, a Bid offering the alternate will not be considered for award.

I.13 IFB-032.1 New Equipment (Nov 2006)

Unless otherwise specified in this invitation for bids, all products offered by Bidders must be new or remanufactured. A 'new' product is one that will be used first by the Commonwealth after it is manufactured or produced. A 'remanufactured' product is one which: 1) has been rebuilt, using new or used parts, to a condition which meets the original manufacturer's most recent specifications for the item; 2) does not, in the opinion of the Issuing Office, differ in appearance from a new item; and 3) has the same warranty as a new item. Unless otherwise specified in this invitation for bids, used or reconditioned products are not acceptable. This clause shall not be construed to prohibit Bidders from offering products with recycled content, provided the product is new or remanufactured.

I.14 I-IFB-033.1 Modification or Withdrawal of Bid (Nov 2006)

- a. Bid Modification Prior to Bid Opening. Bids may be modified only by written notice or in person prior to the exact hour and date specified for Bid opening.
- 1) If a Bidder intends to modify its Bid by written notice, the notice must specifically identify the Bid to be modified and must be signed by the Bidder. The Bidder must include evidence of authorization for the individual who signed the modification to modify the Bid on behalf of the Bidder. The Bid modification must be received in a sealed envelope. The sealed envelope must identify the assigned Collective Number and the Bid Opening Time, and should state that enclosed in the envelope is a Bid modification
 - 2) If a Bidder intends to modify its Bid in person, the individual who will modify the Bid must arrive in the Bid Opening Room prior to the Bid Opening Time, show a picture identification and provide evidence of his/her authorization to modify the Bid on behalf of the Bidder. If a Bidder intends to modify its Bid in person, the

Bidder may do so only in the presence of an agency employee. (The agency employee will observe the actions taken by the individual to modify the Bid, but will not read the Bid or the modification).

- b. Bid Withdrawal Prior to Bid Opening. Bids may be withdrawn only by written notice or in person prior to the exact hour and date specified for Bid opening.
 - 1) If a Bidder intends to withdraw its Bid by written notice, the notice shall specifically identify the Bid to be withdrawn and shall be signed by the Bidder. The Bidder must include evidence of authorization for the individual who signed the bid withdrawal to withdraw the bid on behalf of the Bidder. Except as provided in Subparagraph c, below, bid withdrawals received after the exact hour and date specified for the receipt of Bids shall not be accepted.
 - 2) If a Bidder intends to withdraw its Bid in person, the individual who will withdraw the Bid must arrive in the Bid Opening Room prior to the Bid Opening Time, show a picture identification and provide evidence of his/her authorization to withdraw the Bid on behalf of the Bidder.
- c. Bid Withdrawal After Bid Opening. Bidders are permitted to withdraw erroneous Bids after Bid opening only if the following conditions are met:
 - 1) The Bidder submits a written request for withdrawal.
 - 2) The Bidder presents credible evidence with the request that the reason for the lower Bid price was a clerical mistake as opposed to a judgment mistake and was actually due to an unintentional arithmetical error or an unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the Bid.
 - 3) The request for relief and supporting evidence must be received by the Issuing Office within three (3) business days after Bid opening, but before award of the contract.
 - 4) The Issuing Office shall not permit a Bid withdrawal if the Bid withdrawal would result in the award of the contract on another Bid of the same Bidder, its partner, or a corporation or business venture owned by or in which the bidder has a substantial interest.
 - 5) If a Bidder is permitted to withdraw its Bid, the Bidder cannot supply any material or labor or perform any subcontract or other work agreement for the awarded contractor, without the written approval of the Issuing Office.
- d. Firm Bid. Except as provided above, a Bid may not be modified, withdrawn, or cancelled by any Bidder for a period of sixty (60) days following the time and date designated for Bid opening, unless otherwise specified by the Bidder in its Bid. If the lowest responsible Bidder, as determined by the Issuing Office, withdraws its Bid prior to the expiration of the award period or fails to comply with the requirements set forth in the IFB including but not limited to any requirement to submit performance or payment bonds or insurance certificates within the required time period, the Bidder shall be liable to the Commonwealth for all costs and damages associated with the re-award or re-bid including the difference between the Bidder's price and the actual cost that the Commonwealth pays for the awarded items.
- e. Clarification and Additional Information. After the receipt of Bids, the Issuing Office shall have the right to contact Bidders for the purpose of seeking:

- 1) Clarification of the Bid which confirms the Issuing Office's understanding of statements or information in the Bid or;
- 2) Additional information on the items offered; provided the IFB does not require the rejection of the Bid for failure to include such information.

I.15 I-IFB-034.1 Rejection of Bids (Nov 2006)

The Issuing Office reserves the right to reject any and all Bids, to waive technical defects or any informality in Bids, and to accept or reject any part of any Bid if the best interests of the Commonwealth are thereby served.

PART II - REQUIREMENTS

PART II - REQUIREMENTS

II.1 II-IFB-008.1b Lobbying Certification and Disclosure – Electronic Submission. (Oct 2006).

With respect to an award of a federal contract, grant, or cooperative agreement exceeding \$100,000 or an award of a federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000 all recipients must certify that they will not use federal funds for lobbying and must disclose the use of non-federal funds for lobbying by filing required documentation. Offerors must complete and return the Lobbying Certification Form and the Disclosure of Lobbying Activities Form, which are attached to and made a part of this IFB. The completed and signed Lobbying Certification Form and the Disclosure of Lobbying Activities Form should be submitted with the Bid Response. Commonwealth agencies will not contract with outside firms or individuals to perform lobbying services, regardless of the source of funds.

II.2 IFB-009.1 Manufacturer's Specification Order Sheet (Oct 2006)

The Manufacturer's Specification Order Sheet must accompany the bid and must indicate all standard equipment plus available interior/exterior color combinations. At the time of award, these sheets will be posted on DGS's website which should alleviate the number of telephone calls from the ordering agencies to the Contractor requesting such. **Failure to provide the Manufacturer's Specification Order Sheet may result in rejection of the proposal.**

II.3 IFB-010.1 License Required (Oct 2006)

It is unlawful for any individual, corporation, partnership, association or other entity foreign or domestic to engage in the business of salesperson, broker, dealer, manufacturer, factory branch, distributor, distributor branch, factory or distributor representative or wholesaler within COMMONWEALTH unless he has secured a license as required by Act No. 84 of 1983, known as the Board of Vehicles Act. Before a Contract is awarded to any bidder and before a bidder sells COMMONWEALTH any vehicle covered by this requisition, he must hold or secure an appropriate license issued by the State Board of Vehicle Manufacturers, Dealers and Salespersons. Information and/or an application in regard to the license requirement can be obtained from:

Department of State
Bureau of Professional and Occupational Affairs
State Board of Motor Vehicle Manufacturers, Dealers and Salesmen
P.O. Box 2649
Harrisburg, PA 17105-2649

Out-Of-State Dealers are not required to secure a license under Act No. 84 of 1983, and therefore, do not need to comply with this "License Required" Section. If you are a PA Dealer, please submit your license number with your proposal.

II.4 IFB-011.1 Authorized Dealer/Franchiser (Oct 2006)

In order to be eligible for award, an offeror must be an Authorized/Franchised dealer representing the manufacturer of Vehicles offered to the Commonwealth.

II.5 II-IFB-012.1 RETURN GOODS POLICY (NOV 2006)

Each bidder must submit a copy of their return goods policy with their bid.

II.6 II-IFB-016.1 POST-SUBMISSION DESCRIPTIVE LITERATURE (Dec 2006)

The Commonwealth may, during its evaluation of the bids, require any bidder to submit cuts, illustrations, drawings, prints, test data sheets, specification sheets and brochures which detail construction features, design, components, materials used, applicable dimensions and any other pertinent information which the Issuing Office may require in order to evaluate the product(s) offered. The required information must be submitted within two (2) business days after notification from the Issuing Office. Failure to submit the required information prior to the expiration of the second business day after notification shall result in the rejection of the bid as non-responsive.

II.7 II-IFB-017.1b Reciprocal Limitations Act – Electronic Submittal (February 2007)

This procurement is subject to the Reciprocal Limitations Act. Bidders must complete and submit with the Bid Response the State of Manufacture Chart, which is contained in GSPUR-89 ("Reciprocal Limitations Act Requirements") which is attached to and made part of this IFB. The completed State of Manufacture Chart should be submitted as part of the Bid Response

PART III - SELECTION CRITERIA

PART III - SELECTION CRITERIA

III.1 III-IFB-001.1a Mandatory Responsiveness Requirements (Oct 2006)

To be eligible for selection, a bid must be:

- a. Timely received from a Bidder;
- b. Properly signed by the Bidder.

III.2 III-IFB-006.1a Method of Award (Oct 2006)

It is the intent of the Commonwealth to make a single award of item(s) listed in the IFB. The Commonwealth reserves the right to award by line item if it determines that it is in the best interest of the Commonwealth to do so.

III.3 III-IFB-007.1 Awards (Nov 2006)

Unless all Bids are rejected, and except as otherwise provided by law, award will be made, through the issuance of a Purchase Order, to the lowest responsible and responsive Bidder. Unless otherwise specified by the Issuing Office in the IFB form the Commonwealth reserves the right to award by item or on a total Bid basis, whichever is deemed more advantageous to the Commonwealth. In cases of discrepancies in prices, the unit price will be binding unless the unit price is obviously in error and the extended price is obviously correct, in which case the erroneous unit price will be corrected. As a condition for receipt of award of a contract/purchase order, the lowest responsible and responsive Bidder must be registered in the Commonwealth of Pennsylvania's Vendor Master file. In order to register, bidders must visit the PA Supplier Portal at <https://www.pasupplierportal.state.pa.us/> or call the Customer Support Center at 877-435-7363 or 717-346-2676.

III.4 III-IFB-008.1 Tie Bids (Nov 2006)

All tie bids will be broken by the Issuing Office.

III.5 III-IFB-009.1 Prompt Payment Discounts (Nov 2006)

Prompt payment discounts will not be considered in making an award. If prompt payment discounts are offered by any Bidder, however, the Issuing Office will take advantage of such offer.

III.6 III-IFB-010.1 OPTION FOR SEPARATE COMPETITIVE BIDDING PROCEDURE (NOV 2006)

The Commonwealth reserves the right to purchase products or services covered under this Contract through a separate competitive bidding procedure, whenever Commonwealth deems it in the best interest of the Commonwealth. The right will generally be exercised only when a specific need for a large quantity of the product or service exists or when the price offered is significantly lower than the Contract price.

III.7 III-IFB-014.1 REBATES (Nov 2006)

Any rebate applicable at the time of bid should be taken into consideration by the bidder in calculating its bid price. Bidders must specifically state in their bid proposal, when applicable, that rebates have been considered in arriving at the bid price. Following award, the Commonwealth will assign to the awarded bidder, any rebates which the bidder stated that he took into consideration. If the bidder fails to include such a statement, the Commonwealth will receive the full benefit of the manufacturer's rebate.

PART IV - WORK STATEMENT

PART IV - WORK STATEMENT

IV.1 IFB-001.1a SPECIFICATIONS (Nov 2006)

The Commonwealth is seeking bids to procure the item(s) set forth in the attached document entitled "Specifications."

PART V - CONTRACT TERMS and CONDITIONS

PART V - CONTRACT TERMS and CONDITIONS

V.1 CONTRACT-001.1b Contract Terms and Conditions (Nov 30, 2006)

The Contract with the awarded bidder (who shall become the "Contractor") shall include the following terms and conditions:

V.2 CONTRACT-002.1a Term of Contract – Contract (Jan 2008)

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

The Effective Date shall be: a) the Effective Date printed on the Contract after the Contract has been fully executed by the Commonwealth (signed and approved as required by Commonwealth contracting procedures) or b) the "Valid from" date printed on the Contract, whichever is later.

V.3 CONTRACT-002.1c Term of Contract – Automobiles (March 2007)

a. The term of the Contract shall begin on the Commencement Date (as defined below) and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract.

b. The Commencement Date shall be the later of the "Valid from" date shown on the Contract output form or the Effective Date (as defined below).

c. The Effective Date shall be the Effective Date printed on the Contract output form after the Contract has been fully executed by the Commonwealth (fully executed by the Commonwealth means that it has been signed and approved as required by Commonwealth contracting procedures).

d. The Contractor shall not be contractually obligated to supply when the Contractor's stock is depleted and cannot be restocked by manufacturer.

V.4 CONTRACT-002.2b Renewal of Contract Term – Mutual (Nov 30 2006)

The Contract may be mutually renewed for a maximum of 4 additional 1 year term(s), so long as the Commonwealth provides written notice to Contractor of its intention to extend the Contract by letter dated not less than 090 days prior to the expiration of the term of the agreement, or any extension thereof, and the Contractor consents to the renewal not less than 060 days prior to the expiration of the term of the agreement or any extension thereof. The renewal may be exercised as individual or multiple year terms(s). Any renewal will be under same terms, covenants and conditions. No further document is required to be executed to renew the term of the contract.

V.5 CONTRACT-002.3 Extension of Contract Term (Nov 30 2006)

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

V.6 CONTRACT-003.1a Signatures – Contract (March 2007)

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

action for any service or work performed prior to the Effective Date.

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

The fully-executed Contract may be sent to the Contractor electronically or through facsimile equipment. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Contract shall constitute receipt of the fully-executed Contract.

The Commonwealth and the Contractor specifically agree as follows:

- a. No handwritten signature shall be required in order for the Contract to be legally enforceable.
- b. The parties agree that no writing shall be required in order to make the Contract legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine Contract or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine Contract or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of a genuine Contract or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Contract or acknowledgement were not in writing or signed by the parties. A Contract or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
- c. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

V.7 CONTRACT-004.1a Definitions (Dec 12 2006)

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

- a. Agency The department, board, commission or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this contract, that entity shall also be identified as "Agency".
- b. Contracting Officer The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.

- c. Days Unless specifically indicated otherwise, days mean calendar days.
- d. Developed Works or Developed Materials All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other tangible material without limitation authored or prepared by Contractor as the work product covered in the scope of work for the Project.
- e. Documentation All materials required to support and convey information about the services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.
- f. Services All Contractor activity necessary to satisfy the Contract.

V.8 CONTRACT-005.1a Purchase Orders (Feb 2007)

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

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

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

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

that the order or acknowledgement were not in writing or signed by the parties. A purchase order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.

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

Purchase Orders under five thousand dollars (\$5,000) in total amount may also be made in person or by telephone using a Commonwealth Purchasing Card. When an order is placed by telephone, the Commonwealth agency shall provide the agency name, employee name, credit card number, and expiration date of the card. Contractors agree to accept payment through the use of the Commonwealth Purchasing Card.

V.9 CONTRACT-007.01a Supplies Delivery (Nov 30 2006)

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

V.10 CONTRACT-007.01c Delivery – Automobiles (Nov 30 2006)

The Contractor(s) must make delivery no later than 000 calendar days after acknowledgement of purchase order for . Failure to deliver within these time periods shall result in payment of liquidated damages in accordance with Paragraph 17, of these Special Terms and Conditions. Liquidated damages shall not apply under the circumstances specified in Paragraph 20, Force Majeure, of the Standard Contract Terms and Conditions For Statewide Contracts for Supplies.

CWOPA understands that the Contractor is not obligated to deliver orders placed after the Original Equipment Manufacturer (OEM) build-out date, if vehicles are not available.

Vehicles purchased by the Pennsylvania State Police will be delivered FOB to: Pennsylvania State Police, Transportation Division, 20th & Herr Sts., Harrisburg , PA 17103 Contact person is Rick Binker, Director at 717-787-1318.

Vehicles purchased by Pennsylvania Department of Transportation will be delivered FOB to: PA Department of Transportation, Equipment Division, 17th & Arsenal Blvd. , Harrisburg , PA 17120 Prior to delivery the Contractor must contact Larry Allen at 717-787-2123, for inspection appointment, title, and MV1 instructions.

Vehicles purchased by Pennsylvania Turnpike Commission will be delivered FOB to:

Pennsylvania Turnpike Maintenance Facility, Milepost 243.8 (New Cumberland), 519 Marsh Run Road , New Cumberland , PA 17070 Contact Phone Number: (717) 939-9551 ext. 5100

MAILING ADDRESS *:

Pennsylvania Turnpike Commission

Route 283
P.O. Box 67676
Harrisburg , PA 17106

All other vehicles will be delivered FOB to: DGS, Bureau of Vehicle Management, 2221 Forster St. , Harrisburg , PA 17125 , with all proper paperwork as stated in the body of the specification sheets.

Prior to deliveries with the exception of the Pennsylvania Department of Transportation, the Contractor must contact Mickey Morrow with DGS, at 717-787-4252, for inspection appointment, title, and MVI instructions.

During the term of the Contract, CWOPA reserves the right to work with the Contractor(s) to identify additional delivery locations across the CWOPA. Additional delivery costs, if any, will be determined through negotiations with the Contractor(s).

V.11 CONTRACT-007.02 Estimated Quantities (Nov 30 2006)

It shall be understood and agreed that any quantities listed in the Contract are estimated only and may be increased or decreased in accordance with the actual requirements of the Commonwealth and that the Commonwealth in accepting any bid or portion thereof, contracts only and agrees to purchase only the materials and services in such quantities as represent the actual requirements of the Commonwealth. The Commonwealth reserves the right to purchase materials and services covered under the Contract through a separate competitive procurement procedure, whenever Commonwealth deems it to be in its best interest.

V.12 CONTRACT-008.1a Warranty. (Oct 2006)

The Contractor warrants that all items furnished and all services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials. Unless otherwise stated in the Contract, all items are warranted for a period of one year following delivery by the Contractor and acceptance by the Commonwealth. The Contractor shall repair, replace or otherwise correct any problem with the delivered item. When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to the Commonwealth.

V.13 CONTRACT-009.1c Patent, Copyright, and Trademark Indemnity (Oct 2006)

The Contractor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of the Contract which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report document or other material provided to the Commonwealth under the contract.

The Contractor shall defend any suit or proceeding brought against the Commonwealth on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of the Contract.

This is upon condition that the Commonwealth shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same.

As principles of governmental or public law are involved, the Commonwealth may participate in or choose to conduct, in its sole discretion, the defense of any such action.

If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization.

The Contractor shall indemnify and hold the Commonwealth harmless from all damages, costs, and expenses, including attorney's fees that the Contractor or the Commonwealth may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of the Contract.

If any of the products provided by the Contractor in such suit or proceeding are held to constitute infringement and the use is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-infringement equal performance products or modify them so that they are no longer infringing.

If the Contractor is unable to do any of the preceding, the Contractor agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of the Commonwealth, only those items of equipment or software which are held to be infringing, and to pay the Commonwealth: 1) any amounts paid by the Commonwealth towards the purchase of the product, less straight line depreciation; 2) any license fee paid by the Commonwealth for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance paid for. The obligations of the Contractor under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of the Contractor without its written consent.

V.14 CONTRACT-009.1d Ownership Rights (Oct 2006)

The Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to the Commonwealth as part of the performance of the Contract.

V.15 CONTRACT-010.1a Acceptance (Oct 2006)

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

V.16 CONTRACT-011.1a Compliance With Law (Oct 2006)

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

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

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

V.18 CONTRACT-014.1 Post-Consumer Recycled Content (Oct 2006)

Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified on the Department of General Services website at www.emarketplace.state.pa.us on the date of submission of the bid, proposal or contract offer.

V.19 CONTRACT-014.3 Enforcement (Oct 2006)

The Contractor may be required, after delivery of the Contract item(s), to provide the Commonwealth with documentary evidence that the item(s) was in fact produced with the required minimum percentage of post-consumer and recovered material content.

V.20 CONTRACT-015.1 Compensation (Oct 2006)

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

V.21 CONTRACT-015.2 Billing Requirements (Dec 5 2006)

The Contractor shall include in all of its invoices the following minimum information:

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

- Quantity provided;
- Unit price;
- Price extension;
- Total price; and
- Delivery date of supplies or services.

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

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

V.22 CONTRACT-015.3 Invoice Requirement – SAP Purchase Orders (Feb 2007)

Unless otherwise specified or unless the Contractor has been authorized by the Commonwealth for Electronic Invoicing, Evaluated Receipt Settlement or Vendor Self-Invoicing, the Contractor shall send an invoice itemized by purchase order line item to the address referenced on the Purchase Order promptly after the item(s) are delivered. The invoice should include only amounts due under the Purchase Order. The Purchase Order number must be included on all invoices. In addition, the Commonwealth shall have the right to require the Contractor to prepare and submit a "Work In Progress" sheet that contains, at a minimum, the tasks performed, number of hours, hourly rates and the Purchase Order or task order to which it refers.

V.23 CONTRACT-016.1 Payment (Oct 2006)

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

V.24 CONTRACT-016.2 ACH Payments (Aug 2007)

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

V.25 CONTRACT-017.1 Taxes (Dec 5 2006)

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

V.26 CONTRACT-018.1 Assignment of Antitrust Claims (Oct 2006)

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

V.27 CONTRACT-019.1 Hold Harmless Provision (Nov 30 2006)

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

V.28 CONTRACT-020.1 Audit Provisions (Oct 2006)

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

V.29 CONTRACT-021.1 Default (Dec 12 2006)

- a. The Commonwealth may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract or any Purchase Order for any of the following reasons:
- 1) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;
 - 2) Failure to perform the work with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the Contract or Purchase Order terms;
 - 3) Unsatisfactory performance of the work;
 - 4) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
 - 5) Improper delivery;
 - 6) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;
 - 7) Delivery of a defective item;
 - 8) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
 - 9) Discontinuance of work without approval;
 - 10) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
 - 11) Insolvency or bankruptcy;
 - 12) Assignment made for the benefit of creditors;

- 13) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
 - 14) Failure to protect, to repair, or to make good any damage or injury to property;
 - 15) Breach of any provision of the Contract;
 - 16) Failure to comply with representations made in the Contractor's bid/proposal; or
 - 17) Failure to comply with applicable industry standards, customs, and practice.
- b. In the event that the Commonwealth terminates this Contract or any Purchase Order in whole or in part as provided in Subparagraph a. above, the Commonwealth may procure, upon such terms and in such manner as it determines, items similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items included within the terminated part of the Contract or Purchase Order.
 - c. If the Contract or a Purchase Order is terminated as provided in Subparagraph a. above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract or Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the Commonwealth against loss.
 - d. The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
 - e. The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.
 - f. Following exhaustion of the Contractor's administrative remedies as set forth in the Contract Controversies Provision of the Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

V.30 CONTRACT-022.1 Force Majeure (Oct 2006)

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

The Contractor shall notify the Commonwealth orally within five (5) days and in writing within ten (10) days of the

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

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

V.31 CONTRACT-023.1a Termination Provisions (Oct 2006)

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

- a. **TERMINATION FOR CONVENIENCE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for its convenience if the Commonwealth determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Contractor be entitled to recover loss of profits.
- b. **NON-APPROPRIATION:** The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract or a Purchase Order. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid for any appropriations available for that purpose.
- c. **TERMINATION FOR CAUSE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for Contractor default under Default Clause upon written notice to the Contractor. The Commonwealth shall also have the right, upon written notice to the Contractor, to terminate the Contract or a Purchase Order for other cause as specified in the Contract or by law. If it is later determined that the Commonwealth erred in terminating the Contract or a Purchase Order for cause, then, at the Commonwealth's discretion, the Contract or Purchase Order shall be deemed to have been terminated for convenience under the Subparagraph a.

V.32 CONTRACT-024.1 Contract Controversies (Oct 2006)

- a. In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum.
- b. The contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written

determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.

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

V.33 CONTRACT-025.1 Assignability and Subcontracting (Oct 2006)

- a. Subject to the terms and conditions of this paragraph, this Contract shall be binding upon the parties and their respective successors and assigns.
- b. The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- c. The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- d. Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.
- e. For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.
- f. Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.
- g. A change of name by the Contractor, following which the Contractor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Contracting Officer written notice of any such change of name.

V.34 CONTRACT-026.1 Other Contractors (Oct 2006)

The Commonwealth may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with other contractors and Commonwealth employees, and coordinate its work with such additional work as may be required. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees.

This paragraph shall be included in the Contracts of all contractors with which this Contractor will be required to cooperate. The Commonwealth shall equitably enforce this paragraph as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

V.35 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (Oct 2006)

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

- a. In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under the Contract or any subcontract, the Contractor, subcontractor or any person acting on behalf of the Contractor or subcontractor shall not by reason of gender, race, creed, or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- b. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under the Contract on account of gender, race, creed, or color.
- c. The Contractor and any subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- d. The Contractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- e. The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the contracting officer and the Department of General Services' Bureau of Contract Administration and Business Development for purposes of investigation to ascertain compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting officer or the Bureau of Contract Administration and Business Development.
- f. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.
- g. The Commonwealth may cancel or terminate the Contract, and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

V.36 CONTRACT-028.1 Contractor Integrity Provisions (Oct 2006)

- a. For purposes of this clause only, the words "confidential information," "consent," "contractor," "financial interest," and "gratuity" shall have the following definitions.
 - 1) **Confidential information** means information that is not public knowledge, or available to the public on

request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth.

- 2) **Consent** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this agreement.
 - 3) **Contractor** means the individual or entity that has entered into the Contract with the Commonwealth, including directors, officers, partners, managers, key employees and owners of more than a five percent interest.
 - 4) **Financial interest** means:
 - a) Ownership of more than a five percent interest in any business; or
 - b) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
 - 5) **Gratuity** means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
- b. The Contractor shall maintain the highest standards of integrity in the performance of the Contract and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.
 - c. The Contractor shall not disclose to others any confidential information gained by virtue of the Contract.
 - d. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly, or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Commonwealth.
 - e. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Commonwealth.
 - f. Except with the consent of the Commonwealth, neither the Contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under the Contract except as provided therein.
 - g. Except with the consent of the Commonwealth, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.
 - h. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.

- i. The Contractor, by execution of the Contract and by the submission of any bills or invoices for payment pursuant thereto, certifies, and represents that he or she has not violated any of these provisions.
- j. The Contractor, upon the inquiry or request of the Inspector General of the Commonwealth or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the Contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents or files of any type or form which refers to or concern the Contract. Such information shall be retained by the Contractor for a period of three years beyond the termination of the Contract unless otherwise provided by law.
- k. For violation of any of the above provisions, the Commonwealth may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another Contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

V.37 CONTRACT-029.1 Contractor Responsibility Provisions (Oct 2006)

- a. The Contractor certifies, for itself and all its subcontractors, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid, a written explanation of why such certification cannot be made.
- b. The Contractor also certifies, that as of the date of its execution of this Bid/Contract, it has no tax liabilities or other Commonwealth obligations.
- c. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- d. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- e. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

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

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

V.38 CONTRACT-030.1 Americans with Disabilities Act (Oct 2006)

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

V.39 CONTRACT-031.1 Hazardous Substances (Oct 2006)

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

- a. Labeling. The Contractor shall insure that each individual product (as well as the carton, container or package in which the product is shipped) of any of the following substances (as defined by the Act and the regulations) supplied by the Contractor is clearly labeled, tagged or marked with the information listed in Subparagraphs (1) through (4):
- 1) Hazardous substances:
 - a) The chemical name or common name,
 - b) A hazard warning, and
 - c) The name, address, and telephone number of the manufacturer.

2) Hazardous mixtures:

- a) The common name, but if none exists, then the trade name,
- b) The chemical or common name of special hazardous substances comprising .01% or more of the mixture,
- c) The chemical or common name of hazardous substances consisting 1.0% or more of the mixture,
- d) A hazard warning, and
- e) The name, address, and telephone number of the manufacturer.

3) Single chemicals:

- a) The chemical name or the common name,
- b) A hazard warning, if appropriate, and
- c) The name, address, and telephone number of the manufacturer.

4) Chemical Mixtures:

- a) The common name, but if none exists, then the trade name,
- b) A hazard warning, if appropriate,
- c) The name, address, and telephone number of the manufacturer, and
- d) The chemical name or common name of either the top five substances by volume or those substances consisting of 5.0% or more of the mixture.

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

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

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

- NFPA 704, Identification of the Fire Hazards of Materials.
- National Paint and Coatings Association: Hazardous Materials Identification System.

- American Society for Testing and Materials, Safety Alert Pictorial Chart.
- American National Standard Institute, Inc., for the Precautionary Labeling of Hazardous Industrial Chemicals.

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

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

V.40 CONTRACT-032.1 Covenant Against Contingent Fees (Oct 2006)

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

V.41 CONTRACT-033.1 Applicable Law (Oct 2006)

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

V.42 CONTRACT- 034.1b Integration (Nov 30 2006)

This Contract, including the Invitation for Bids, the Contractor's bid, all referenced documents, and any Purchase Order constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

V.43 CONTRACT-034.2b Order of Precedence - IFB (Dec 6 2006)

In the event there is a conflict among the documents comprising this Contract, the Commonwealth and the Contractor agree on the following order of precedence: the Contract; the IFB; and the Contractor's Bid in Response to the IFB.

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

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

V.45 CONTRACT-037.1b Confidentiality (Oct 2006)

The Contractor agrees to protect the confidentiality of the Commonwealth's information. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed to be confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party. The parties agree that such confidential information shall not be copied, in whole or in part, except when essential for authorized use under this Contract. Each copy of such confidential information shall be marked by the party making the copy with all notices appearing in the original. Upon termination or cancellation of this Contract or any license granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only. Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this Contract, and at the discretion of the non-breaching party, result in termination for default.

The obligations stated in this Section do not apply to information:

- i. already known to the recipient at the time of disclosure;
- ii. independently generated by the recipient and not derived from the information supplied by the disclosing party;
- iii. known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
- iv. disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
- v. required to be disclosed by the recipient by law, regulation, court order, or other legal process.

V.46 CONTRACT-040.1b Liquidated Damages - Vehicles (Dec 6 2006)

If any item is not delivered within the contract specified time limits, the delay will interfere with the proper implementation of the Commonwealth's programs and utilizing the item, to the loss and damage of the Commonwealth. From the nature of the case it would be impractical and extremely difficult to fix the actual damage sustained in the event of any such action. The Commonwealth and the Contractor, therefore, presume that in the event of any such delay the amount of damage which will be sustained from a delay will be \$ 0.00 per day per vehicle, and they agree that in the event of any such delay, the Contractor shall pay such amount as liquidated damages and not as a penalty. The Commonwealth, at its option, for amounts due the Commonwealth as liquidated damages, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item. The Commonwealth shall notify the Contractor in writing of any claims for liquidated damages pursuant to this paragraph before the date the Commonwealth deducts such sums from money payable to the Contractor. Delivery of an item, which is rejected by the Commonwealth, shall not toll the running of the days for purposes of determining the amount of liquidated damages.

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

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

V.48 CONTRACT-047.1 Motor Vehicles to be manufactured in North America (Oct 2006)

All motor vehicles furnished by the Contractor pursuant to the Contract must be manufactured in North America. North America is defined as the United States, Canada, and Mexico. A motor vehicle is manufactured in North America if a substantial majority of the principal components are assembled into the final products in an assembly plant in North America. The Contractor shall be prepared to prove that the motor vehicles that will be, or have been, furnished to the Commonwealth will be or are, in fact, manufactured in North America in accordance with Sections 3731-3736 of the Commonwealth Procurement Code (62 Pa. C.S. Sections 3731-3736), known as the Motor Vehicle Procurement Act. No payment shall be made to the Contractor unless the Commonwealth is satisfied that the Contractor has complied with these provisions and the Motor Vehicle Procurement Act. Any payments made to the Contractor, which should not have been made, shall be recoverable directly from the Contractor. In addition to the withholding of payments, any person who willfully violates any of the provisions of the Motor Vehicle Procurement Act may be prohibited by any public agency from participation in Contracts awarded by the public agency for a period of five years from the date of determination that a violation has occurred.

V.49 CONTRACT-047.2a General Requirements PennDOT Vehicles/Equipment (March 5, 2007)

These General Requirements shall apply to all on-road and off-road vehicles, highway equipment, agricultural equipment and construction equipment, procured for use by the Department of Transportation, Commonwealth of Pennsylvania (PennDOT). These requirements are in addition to any supplemental specifications identified in the invitation for bids. The following shall be considered MINIMUM requirements.

A. STANDARDS, CODES, RULES, REGULATIONS:

1. Each vehicle or unit of equipment shall conform to any and all requirements contained in the Pennsylvania Motor Vehicle Code.

2. Each vehicle or unit of equipment shall comply with all current applicable Federal Motor Vehicle Safety Standards, Federal and Pennsylvania Exhaust Emission and Noise Standards, and EPA and OSHA requirements. The appropriate decals indicating compliance shall be affixed to the vehicle/equipment.

3. Each vehicle or unit of equipment shall be manufactured in accordance with any codes, standards and engineering practices as recommended by the following professional organizations for the specific vehicle/equipment:

American Institute of Steel Construction (AISC)
American National Standards Institute (ANSI)
American Society of Mechanical Engineers (ASME)
American Society for Testing and Materials (ASTM)
American Trucking Association (ATA)
American Welding Society (AWS)
American Wood-Preservers Association (AWPA)
Battery Council International (BCI)
British Standards Institute (BSI): Limits and Fits
Compressed Air and Gas Institute (CAGI)
Industrial Fastener Institute (IFI)
International Standards Organization (ISO)
Joint Industrial Council (JIC)
National Fire Protection Association (NFPA)
National Truck and Equipment Association (NTEA)
Power Crane and Shovel Association (PSCA)
Society of Automotive Engineers (SAE)
Society of Manufacturing Engineers (SME)
Steel Structure Painting Council (SSPC)
Tire and Rim Association (TRA)

B. COMPONENTS, PARTS AND ACCESSORIES:

1. When "No Substitute" components, parts or accessories are designated, only this type of component, part or accessory is acceptable.
2. All equipment and parts furnished shall be of the manufacturer's most current design, shall be included in its most current published list of models in stock and shall satisfy, these specifications.
3. The same model components shall be utilized on all units supplied by the successful bidder under the specifications.
4. All electronic systems associated with the vehicle/equipment shall be properly insulated so as not to not cause any interference with the operation of the vehicle or the land mobile radio communications system, when properly installed in the vehicle.

5. Power systems must be compatible with the engine, transmission, axles, hydraulic system and power steering, etc., in order to meet the requirements specified herein.
6. Vehicles shall meet the maximum gradeability of the manufacturer when loaded to maximum Gross Vehicle Weight Rating ("GVWR") without exceeding the engine manufacturer's recommended maximum revolutions per minute ("RPM") based on maximum net torque.
7. The ratio of the rear axle and transmission shall be geared to maintain a road speed of approximately 65 mph on a level road, when operating at maximum GVWR without exceeding the recommended engine rpm figure. This is not applicable to construction type equipment.

C. SITE VISITS:

Prior to submission of its bid, a bidder may contact PennDOT and schedule a site visit to inspect vehicles/equipment (as available) in PennDOT's current inventory in order to further clarify any drawings, pictures and specifications. Units may be available in the field for bidders to inspect at one or more of PennDOT's Maintenance Districts, but the Commonwealth makes no guarantee that any particular vehicle/equipment shall be located at a site convenient to the bidder's place of business. The site visit must be scheduled with the Equipment Division by calling (717) 787-1567. It is the bidder's responsibility to complete the site visit in time to submit a bid. All travel will be at the bidder's expense.

D. ON BOARD VEHICLE/EQUIPMENT REQUIREMENTS:

1. Each vehicle and unit of equipment shall include the proper forms to apply for a Pennsylvania title and license. These forms will include: the original manufacturer's statement of origin signed by the successful bidder and notarized. All title papers shall be properly prepared and executed. The application for title, Form MV-1 shall indicate the name and address exactly as follows: Pa. Dept. of Transportation, Equipment Division, 17th Street and Arsenal Blvd., Harrisburg, PA 17120 (ATTN: Specifications Unit).
2. Trucks and trailers shall be certified to meet or exceed requirements to obtain a Pennsylvania license. For medium and heavy-duty trucks and vans, the GVWR shall be identified in the vehicle's cab as the final complete certification label (minimum rating). The Gross Combined Weight Rating (GCWR) shall be identified by decal in the cab to indicate the approved weight, which can be towed, if applicable.
3. Vehicles designated for on-road use shall meet the following requirements:
 - a. Shall have a valid Pennsylvania state inspection sticker.
 - b. Shall have completed the manufacturers' recommended pre-delivery service.
 - c. Shall have the vehicle manufacturer's model name and model number stated on a decal affixed to the inside of the driver's side door.
 - d. Shall be clean, lubricated, serviced, gas tank filled to full recommended capacity, all adjustments completed, all mechanical and electrical motors and components fully functional and operational, and the vehicle will be "road ready" for immediate use.

- e. Shall have appropriately placed decals indicating the types of required fuels or lubricants and the capacity of each fluid's reservoir that is required by the vehicle.
- f. Shall have permanent antifreeze in each vehicle to protect it at a level of -35 °F. Only a low silicate type anti-freeze will be used for vehicles having diesel engines.
- g. Shall be free from all dealer signs/emblems.
- h. Shall have all required rust proofing applied to the exterior and underside of the vehicle. No rustproofing compound can be on the personnel compartment's items or the exterior of the body in unsightly or unintended areas.
- i. Shall include a copy of the manufacturer's warranty and service policy with all warranty vouchers, certificates and coupons.
- j. Shall have each vehicle and major component identified with a metal identification tag that provides the OEM's name, model number and individual serial number. Tags will be affixed in an accessible and readable position on the item.

The above items are pre-delivery service items, and bidders should not misconstrue these requirements with warranty problems that arise after the Commonwealth accepts the completed unit which complies with the written specifications.

All charges for any of the aforementioned administrative and technical services and equipment are considered minimum acceptable requirements for delivery and shall be included in the bid price.

E. GENERAL WARRANTY REQUIREMENTS

The following warranty requirements are considered minimum unless otherwise stated in the invitation for bids. If the manufacturer's standard warranty exceeds the specified warranty, the manufacturer's standard warranty will apply. Manufacturer's warranty shall be provided in written or electronic form. All warranties will cover all labor and parts replacement during the warranty period, except as may be otherwise stated below or in the invitation for bids. This warranty, however, does not include items that must be replaced through ordinary wear and tear, but those parts ordinarily replaced through the servicing program will be replaced as part of the servicing program of equipment/vehicles, if appropriate. Parts replaced under this warranty will be of original equipment manufacturer (OEM) quality or higher. Service to the vehicle/equipment will be at a level to maintain or meet the manufacturer's requirements to sustain the warranty.

1. MEDIUM DUTY/HEAVY DUTY CAB & CHASSIS (19,501# GVWR or higher):

The chassis manufacturer's service and warranty program shall be for one (1) year or 12,000 miles (whichever first occurs).

2. LIGHT DUTY TRUCKS & VANS (up to 19,500# GVWR):

The chassis and cab manufacturer's service and warranty program shall be for three (3) years or 36,000 miles (whichever first occurs), including powertrain. A two (2) year, unlimited mileage warranty is acceptable in lieu of a three year, 36,000-mile warranty. The vehicle shall be certified as having a capacity of towing 1,000 pounds without voiding the warranty.

3. CONSTRUCTION EQUIPMENT: The construction and agricultural equipment manufacturer's service and warranty program shall be for a minimum of two (2) years or four thousand (4,000) hours whichever first occurs.

4. ADDITIONAL SPECIFIC WARRANTY ITEMS (Applies to light, medium and heavy duty trucks only)

a. RUST PROOFING WARRANTY

Cabs/cowls shall be warranted for five (5) full years with no mileage or hourly limitations. This will include rusting through or perforation from within. This warranty and service program covers both labor and parts for the full warranty period. Surface rust caused by chip, scratches, or damage caused by PennDOT employees is not covered by this warranty.

b. FRAME RAILS AND CROSSMEMBERS (Chassis)

For medium/heavy duty trucks, frame rails and cross members are warranted for five (5) full years with no mileage or hourly limitations. This warranty covers both parts and labor for the full warranty period. For light duty trucks and vans, the manufacturer's standard frame rail and crossmember warranty is acceptable.

c. FLAT BED WARRANTY

A vehicle's flat bed shall be warranted for three (3) years. This warranty covers both parts and labor for the full warranty period. A decal will be placed on the inside driver's door stating the warranty's terms and the name, address and telephone number of the contact person to initiate warranty claim services.

d. SERVICE/UTILITY BODY AND ASSOCIATED COMPONENTS WARRANTY

Fiberglass bodies will be warranted for five (5) years to include color fading. Steel service and utility bodies shall be warranted for five (5) years against defects and corrosion, including rust through or perforation from within. Surface rust caused by chip, scratches, or damage caused by PennDOT employees is not covered by this warranty. Associated components such as cranes, air compressors, and snowplows shall be covered by manufacturer's standard warranty. Manufacturer's standard warranty shall be provided in written or electronic form.

e. ENGINE AND TRANSMISSION WARRANTY

The engines for all Heavy/Medium Duty equipment/vehicles will be warranted for parts and labor for five (5) years or 150,000 miles (whichever first occurs). The engine warranty will include all items named or included within the valve covers, cylinder heads block, oil pan and injection pump. The transmission (automatic/manual) will be fully covered by the warranty and service program for two (2) years and will not be limited by mileage or hours. For light duty trucks and vans, the manufacturer's standard frame engine and transmission warranty is acceptable

f. WARRANTY CARD PROCEDURES

The successful bidder shall complete the warranty card except for the warranty start date. The PennDOT Equipment Division shall inform the successful bidder of the following: model number of vehicle; serial number of vehicle, equipment number, and location assigned; date released to the counties.

F. PILOT MODEL:

PennDOT reserves the right to require the successful bidder to make mutually agreeable arrangements to deliver a "pilot model" for initial inspection. Pilot model(s) shall be delivered to the Department of Transportation, 17th St., & Arsenal Blvd., Harrisburg, PA 17120 for inspection, testing and approval. The remaining units shall not be delivered for inspection, testing and approval until after the pilot model has been accepted by PennDOT. The remaining units shall fully meet the requirements of the specifications and must be indistinguishable from the approved pilot model. Presentation of a pilot model will not be required if the quantity is only one (1) unit. The pilot model must meet all the mechanical requirements of the specifications. PennDOT may field test the

equipment to determine if it meets the performance requirements of the specifications. Performance testing results will normally be completed within two (2) weeks of date of delivery. There are administrative items that are required to be presented at the pilot model inspection. It is imperative that all of these items be presented at this time so they are ready for shipment, when the balance of the units are delivered. PennDOT may withhold payment, where deemed necessary, pending receipt of these items. PennDOT disclaims any liability for damage to equipment that has not been unconditionally accepted by the PennDOT.

G. DELIVERY:

Time is of the essence. All units must be delivered within the number of days, specified in the invitation for bids, after receipt of the purchase order by the successful bidder. It shall be assumed by the parties that the successful bidder received the purchase order on the third business day following the date of the purchase order, unless the successful bidder provides credible evidence that the order was received on a later date. Bidders must specify delivery time in their bid. Phrases such as "as required", "as soon as possible", or "prompt" have no meaning and may be cause for rejection of the bid. The successful bidder shall deliver at ground level the complete unit(s) to the Equipment Division, 17th Street and Arsenal Blvd. Harrisburg, PA 17120. All deliveries shall be made on a working day between 7:00 AM and 3:30 PM. There is a loading dock at this location; however, any additional unloading cost shall be borne by the successful bidder. The terms of delivery are also controlled by other provisions in the invitation for bids.

The successful bidder shall submit to the PennDOT "on a continuing basis", all service bulletins and technical letters as regularly issued by a manufacturer to dealers or large fleets. All the relevant information shall be supplied for the unit(s) forwarded to the Commonwealth to inform PennDOT of any improvements, changes and/or problems concerning the unit and its component parts. This information shall be addressed to the Pennsylvania Department of Transportation, C/O Equipment Division, 17th St. & Arsenal Blvd., Harrisburg, PA 17120, ATTN: Chief, Equipment Division. PennDOT reserves the right to have its representative(s) periodically inspect each unit during assembly at the successful bidder's assembly point.

H. PROCEDURE FOR IMPLEMENTING REPAIRS:

In the event that a breakdown occurs, the repair work is to be performed by the successful bidder of record or his duly authorized representative within the Commonwealth. A copy of the successful bidder's work orders shall be supplied to the PennDOT County Equipment Manager and District Equipment Manager. Repairs assigned to the successful bidder can be performed at the successful bidder's place of business, at his duly authorized representative's place of business and, whenever possible, at the county maintenance facility or field locations. If services are to be performed at PennDOT's county maintenance facilities or in the field, the successful bidder must provide proof of insurance as stated in the contract attachments. County Equipment Managers shall notify the successful bidder or his duly authorized service representatives that the vehicle/equipment is down for component repairs and follow PennDOT standard procedure for handling warranty problems in accordance with the benefits of this warranty. At this time of notification, the location of repair is to be mutually agreed upon based on the most timely and cost effective basis to the Department. All work orders against the warranted repair shall be kept in PennDOT's Equipment History File at the county maintenance facility.

When repairs are to be performed at the successful bidder's place of business or his duly authorized representative's place of business, transportation of the vehicle/equipment within the Commonwealth of Pennsylvania shall be made by PennDOT. If determined by PennDOT that repairs cannot be handled within the Commonwealth, then transportation to and from the Commonwealth of Pennsylvania shall be the responsibility of the successful bidder.

I. LUBRICATION AND COMPONENT INFORMATION:

The successful bidder shall provide lubrication and component information (as applicable) upon request by PennDOT. This information may be provided on PennDOT forms or may be presented on forms prepared by the successful bidder and/or manufacturer.

J. SUCCESSFUL BIDDER'S RIGHTS:

The successful bidder shall have the right to make periodic inspections to ascertain that the maintenance

techniques and/or repair procedures are being administered in accordance with the guidelines set forth in this document. Preventive maintenance shall be performed by PennDOT in accordance with the component manufacturer's recommended procedures, or as modified during the contract through supplements. All internal parts of the components shall be the repair responsibility of the successful bidder, except maintenance adjustments.

The Contractor shall complete and provide the documentation entitled Specification Sheet for Delivery of PennDOT Vehicles to the following:

Email: Contact the Automotive Equipment Specialist @ The Equipment Division @ 717-783-1395 (This is an Excel Spread Sheet, a Work Copy will be Emailed to You)

Mail: Equipment Division

17th & Arsenal Blvd.
Harrisburg , Pa. 17120
Attn: Specifications Division

Note: These Forms Must Be Delivered to The Equipment Division With The Pilot Model!

Instructions To Vendor For Completing The Attached Form

Electronic:

- 1 Obtain Work Copy By Calling 717-783-1395
- 2 All Sections Are to be Filled Out
- 3 Insert N/A in All Sections That Do Not Apply, Do Not Leave any Sections Blank
- 4 Manufacturer, Model No. And Part No. Should Reflect The Actual Component Manufacture
- 5 Warranty Section Should Reflect The Coverage, The Vendor And/Or Equipment (Truck) Manufacturer Will Supply, Not The Component Manufacturer.

Paper:

- 1 Same As Above, but Type or Print All Information

V.50 CONTRACT-047.2b General Requirements PennDOT Vehicles/Equipment PCID NO. 1067 (Oct 2006)

The Contractor must supply the contracted vehicles that are to be delivered to the Commonwealth of Pennsylvania in accordance with PCID 1075, which is attached to this IFB and made a part thereof.

V.51 CONTRACT-047.3 Monthly Purchase Reports (March 5, 2007)

The Contractor shall furnish to the Commonwealth monthly electronic reports no later than the fifteenth calendar day of the month for the previous month's purchasing activity. Failure to provide this information may result in termination of the Contract. Each report shall indicate name and address of the Contractor, Contract number, and period covered by the report. The following information shall be listed on the report for each order received.

Item No.
Material Number
CWOPA Agency
Public Procurement Unit
Make

Model/Trim
Additional Options (above specifications)
Vehicle Cost (according to specifications)
Delivery Charge
Quantity
Order Date
Delivery Date

All such reports shall be created using a template provided by the Commonwealth. Final format and types of data requested will be agreed upon by the parties. Reports shall be sent to the Director, Bureau of Vehicle Management, Department of General Services and to the Bureau of Procurement, Department of General Services c/o the commodity specialist assigned to this contract.

V.52 CONTRACT-047.4 Quarterly Business Review Meetings (Oct 2006)

The Commonwealth requires that the Contractor and Original Equipment Manufacturer (OEM) actively participate in Quarterly Business Review meetings with the Commonwealth commodity manager and fleet manager to evaluate past performance, address any issues, discuss upcoming vehicle changes, identify additional cost savings opportunities, and report build-out dates.

V.53 CONTRACT-047.5 Local Public Procurement Unit Participation (March 5, 2007)

Any questions or problems pertaining to acquisition of vehicles by participating Local Public Procurement Units and their use of the Contract should be accomplished in a timely manner and all contact pertaining to these questions or problems should be directed to the Bureau of Procurement, Department of General Services to the attention of the commodity specialist assigned to this contract.

V.54 CONTRACT-047.6 Additional Delivery Charges (Participating Local Public Procurement Units ONLY) (Oct 2006)

Participating Local Public Procurement Units will pick up ordered equipment at the Contractor(s)'s place of business or have the equipment delivered by the Contractor for an additional **CHARGE PER VEHICLE of \$0.00** .

V.55 CONTRACT-047.7 Taxes (Oct 2006)

All participating Local Public Procurement Units will be required to indicate on their purchase orders the Internal Revenue Service Registration Number for exemption from Federal Excise Tax, if applicable.

V.56 CONTRACT-047.8 Pricing Options (Oct 2006)

When an end-user needs to price options that are in addition to the Commonwealth's minimum specifications found in Attachment D - Vehicle Specifications for an awarded vehicle on the Contract, the end-user will go to the Kelley Blue Book website at www.kbb.com to find the respective published invoice pricing. The invoice price for each additional option will be based upon the original date the Commonwealth or Local Public Procurement Units access the Kelly Blue Book website, referred to as the prep date on the Purchase Order. Additionally, the Contractor agrees to honor the price of the additional options as indicated on the prep date for a period of ten (10) days.

V.57 CONTRACT-051.1 Notice (Dec 2006)

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

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

V.58 CONTRACT-052.1 Right to Know Law (Feb 2010)

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

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

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

1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.

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

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

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

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

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

i. The Contractor’s duties relating to the RTKL are continuing duties that survive the expiration of this Contract and

shall continue as long as the Contractor has Requested Information in its possession.

SPECIFICATIONS

087500- ANTI-ICING INSERT, GL-400 PRE-MANIFOLD - SINGLE AXLE

087505- ANTI-ICING INSERT, GL-400 & MANIFOLD - SINGLE AXLE

087510- ANTI-ICING INSERT, FREEDOM & MP18 - SINGLE AXLE

087515- ANTI-ICING INSERT, FREEDOM & M4 - SINGLE AXLE

087520- ANTI-ICING INSERT, GL-400 PRE-MANIFOLD - TANDEM AXLE

087525- ANTI-ICING INSERT, GL-400 & MANIFOLD - TANDEM AXLE

087530- ANTI-ICING INSERT, FREEDOM & MP18 - TANDEM AXLE

087535- ANTI-ICING INSERT, FREEDOM & M4 - TANDEM AXLE

087540- ANTI-ICING INSERT, MANUF. STANDARD CONTROLLER - SINGLE AXLE

087545- ANTI-ICING INSERT, MANUF. STANDARD CONTROLLER - TANDEM AXLE

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SPECIFICATIONS

I. ANTI-ICING INSERT SPECIFICATIONS:

A. INTENT STATEMENT:

NOTE: Pennsylvania Department of General Services, PCID No. 1075, "General Requirements for Bidding PENNDOT Vehicles/Equipment", most current version effective at the time and date of bid opening, is included as a part of this specification. PCID No. 1075 may be reviewed and downloaded from the Department of General Services website, <http://www.dgs.state.pa.us>.

NOTE: Insert shall be sized by equipment code per invitation to bid.

Delivery as required per Department of General Service PCID NO. 1075 Section "G". All units shall be delivered within 90 days after receipt of the purchase order by the successful bidder.

B. COMPONENTS:

1. MOUNTING FRAME:

The unit shall be skid mounted to a mild steel understructure. Entire skid shall be Hot Dipped Galvanized for corrosion protection. Skid shall have rollers along the front edge to allow the unit to easily roll into and out of the dump body for loading and unloading. All joints shall be continuously welded. No skip welds or open joints will be allowed. Skid shall contain provisions for either chain binders or ratcheting straps to secure the front of the skid to the dump body. Additionally, a full width cross bar will lock into the tailgate latch mechanism to lock the rear of this skid in place.

NOTE: Frame shall be constructed using channel steel, (Forged steel is unacceptable).

2. UNLOADING AND STORAGE CAPABILITY:

Unit shall be configured to allow for easy loading into the dump body. Front legs shall be configured to fold rearward as the unit is loaded. Rear legs shall be configured in such a fashion as to allow unit to be operated and loaded/unloaded without removal of the legs. Unit shall be designed to allow for the weight of the assembly plus a maximum 900 gallon load of liquid to be supported by the storage legs.

3. PRODUCT PUMP:

The product pump shall be a **non-corrosive self-priming**, centrifugal powered by a direct mounted hydraulic motor. The pump shall be capable of producing a flow rate of minimum 200 GPM at 60 PSI from a hydraulic source of a constant 15 gallons per minute hydraulic flow at up to 2000 PSI. The pump shall be designed to withstand anti-icing chemicals. Pump to be constructed of Ni-Resist steel with high nickel content. A strainer in the suction port shall be included to protect the pump. In addition, a float switch shall be included to protect the pump from low liquid level when in the Automatic mode. There shall be a low liquid level indicator provided as part of the installation.

SPECIFICATIONS

I. ANTI-ICING INSERT SPECIFICATIONS: (Continued)

B. COMPONENTS: (Continued)

4. SPRAY BARS:

The spray bar shall be 8 feet in length, constructed of stainless steel. Boom will be configured with streamer type nozzles sized for the desired flow and operating speed. The booms shall be height adjustable without the removal of product hoses.

5. CONTROLS:

087500 & 087520 - The unit shall be configured to work with existing GL-400 controller and MP18 valve body without anti-ice/spreader manifold. For parts information contact Dave Austin with Certified Power at, (610) 533-0024. It is the responsibility of the successful bidder to supply all the required parts to make the unit functional. Any required changes for successful integration shall be included with the bid proposal. Any units that require software change shall be included.

087505 & 087525 - The unit shall be configured to work with existing GL-400 controller and MP18 valve body with anti-ice/spreader manifold. For parts information contact Dave Austin with Certified Power at, (610) 533-0024. It is the responsibility of the successful bidder to supply all the required parts to make the unit functional. Any required changes for successful integration shall be included with the bid proposal. Any units that require software change shall be included.

087510 – 087530 - The unit shall be configured to work with existing Freedom ACS and MP18 valve assembly. For parts information contact Dave Austin with Certified Power at, (610) 533-0024. It is the responsibility of the successful bidder to supply all the required parts to make the unit functional. Any required changes for successful integration shall be included with the bid proposal. Any units that require software change shall be included.

087515 – 087535 - The unit shall be configured to work with existing Freedom ACS and m4 valve assembly. For parts information contact Dave Austin with Certified Power at, (610) 533-0024. It is the responsibility of the successful bidder to supply all the required parts to make the unit functional. Any required changes for successful integration shall be included with the bid proposal. Any units that require software change shall be included.

087540 – 087545 – This unit shall be controlled with the manufacturers standard control system. The unit controller shall be equipped with the following minimum specifications, vehicle ground speed application, manual and automatic modes, blast switch/button, keylock switch to lockout access to the calibration and data settings, alarm messages if speed or flow signal is lost, low tank level alarm, emergency stop to shut down automatic system if flow signal is lost, zero speed shut-off in automatic control mode, clock with battery backup, vehicle ID settings, GPS/Radar compatible, downloadable application/settings information, empty tank alarm, empty tank shutdown in automatic mode.

SPECIFICATIONS

I. ANTI-ICING INSERT SPECIFICATIONS: (Continued)

B. COMPONENTS: (Continued)

6. WIRING:

Wiring and harness system should meet ISO rating IP68 and NEMA 6. The connectors shall be zinc die cast E-coated, similar to a MIL spec connector. Each shall have three sealing points- the lock ring itself, a raised portion of the molded plastic around each pin, and a viton O-ring that seals the whole connector. The cable jacket should be TPE- thermoplastic elastomer, and molded to the connectors. Connectors and harness should be rated and tested for a temperature range from – 30C to + 70C. Connectors shall be tested to be water tight when submerged in 6' of water for 24 hours, in 275' of water for 1 hour, and when subjected to a 1000-psi pressure wash. The connectors shall be designed to have **NO** corrosion after 5000 hours in a 35C salt spray. Cabling shall be rated excellent in low temperature flexibility and in its resistance to oxidation, heat, oil, weather, sun, ozone, abrasion, electrical priorities, flame, water, acid, alkali, gasoline, benzol, toluol, degreaser solvents, alcohol, and weld slag.

7. TANK SPECIFICATIONS:

Tank shall be manufactured from Polyethylene, rotationally molded. Single axle configuration shall allow for a minimum of 1300 gallon capacity. Tandem axle configuration shall allow for 1800 gallon minimum capacity. All ports connected to the tank shall be provided with a ¼ turn ball valve. A man-way shall be included in the tank for inspection purposes. Plumbing shall be provided to allow the unit to self fill and empty using the product pump.

8. FITTINGS AND VALVES:

All tank and hose fittings shall be constructed of brass, stainless steel, PVC, or reinforced polypropylene. All valves shall be 1/4 turn type and be constructed of a bronze housing and stainless steel ball or PVC. All valves shall have aluminum or brass tags. Or color coded with chart. Tags shall be numbered and these numbers shall coincide with the weatherproof operating procedures posted on the insert. **All valves and controls shall be accessible from the ground level without the use of a ladder.**

SPECIFICATIONS

I. ANTI-ICING INSERT SPECIFICATIONS: (Continued)

B. COMPONENTS: (Continued)

9. SOLENOID VALVES:

The solenoid valves used to control the flow to the various spray bars shall be constructed of brass and stainless steel or PVC. All components of the valves shall be impervious to the effects of the liquid melting agents used for winter pavement maintenance.

Tank shall be equipped with corrosion-proof internal sending unit which will be interlinked to spray system electrical circuit. Low level signal to shut down pump circuit when activated as tank reaches near empty condition, approximately 60 - 80 GAL.

Low level signal to the operator set at approx. 100 GAL.

10. POWER SUPPLY:

Unit shall be powered by activating the Anti-Ice portion of the existing hydraulic valve on 2005 model trucks or newer. All required hydraulic components required to utilize the existing valve shall be provided as part of this bid. In addition any harnessing required shall be provided as part of the package. Hoses from the hydraulic valve to the rear of the truck shall be the responsibility of the Department.

11. EQUIPMENT DECK:

Unit shall be provided with a sloped poly deck to allow for mounting of the liquid pump, ball valves, and flow meter. All mounting shall be accomplished with stainless steel fasteners. Deck to be designed to allow run-off of melted snow and ice without collecting water around the equipment.

12. SAFETY:

The tank shall be stenciled/decals "Do Not Lift Tank Unless Empty", "Lifting Point" and "Avoid Skin and Eye Contact". All necessary placards shall be included with the insert, to include personnel safety hazard warnings.

All areas likely to be stepped/climbed or walked upon shall have stainless Bustin (NST4) serrated swage lock with end bands.

Handrails shall be coated with non-skid paint (non-skid tape is unacceptable).

The Department shall supply a light bar to be mounted at the rear of the tank. It shall be the responsibility of the successful vendor to include stanchions and/or brackets (mild steel powder coat) and mount the light bar.

There shall be a drain connection at the lowest part of the tank. No spray bar/s shall extend beyond the legal width of the truck.

SPECIFICATIONS

I. ANTI-ICING INSERT SPECIFICATIONS: (Continued)

C. OPTIONS:

There shall be an option to upgrade to a 3 lane Anti-Icing unit. The third lane system shall be configured with streamer type nozzles sized for the desired flow and operating speed. The booms shall be height adjustable without the removal of product hoses.

D. PARTS OPTION:

There shall be an option to purchase O.E.M. parts for the Anti-Icing units at a percentage discount off of the successful bidder's list price.

SPECIFICATIONS

II. DRAWINGS

N/A

III. MANUALS

The successful vendor shall furnish all applicable manuals:

1 Operator's per unit

1 Parts

1 Service/Installation

Engine

Transmission (Automatic or Manual)

Body and Sub-frame (Parts and Service)

1 Complete set of manuals for any additional items/equipment added to a piece of equipment.

The manuals listed shall be official O.E.M. publications supplemented with technical manuals for all components as published by sub-vendors/manufacturers.

Parts Manual presented must be a relative to "all" items utilized to build these units, with appropriate part numbers.

Delivery of these manuals shall be completed at time of equipment delivery.

Manuals may be supplied as listed below

Online @ manufactures website.

1 unprotected CD that may be installed on PENNDOT's Intranet

Protected CD's per number of units on order

Paper manuals per number of units on order

SPECIFICATIONS

IV. TRAINING:

Mechanic:

The successful vendor shall provide services of qualified factory trained technicians for not more than _____ training sessions of not more than _____ hours at _____ PENNDOT locations to train personnel for in-depth preventive maintenance, overhaul and review of the proper usage of parts and service manuals, as well as component/system adjustments that need to be monitored at specified service intervals.

Operator:

The successful vendor shall provide services of qualified factory trained technicians for not more than _____ training sessions of not more than _____ hours at _____ PENNDOT locations to train personnel in the proper operation, safety and servicing of the equipment.

The successful vendor shall submit a training plan to the Equipment Division for approval within 45 days after receipt of the Purchase Order. The training plan shall consist of course outline and class schedule.

All training must be completed within 60 days after the dates established in the approved training plan unless an extension is mutually agreed to in writing by the Chief of the Equipment Division.

All training shall be coordinated with the District Equipment Managers, with the exception of Asphalt related training, which must be coordinated with the Statewide Training Coordinator (717) 787-4836, Fax (717) 783-4438.

V. WARRANTY:

Per PCID No. 1075 Section E.1.

Attachment B
Anti-icing Inserts Single & Tandem Axle Trucks
IFB 6100015257

SPECIFICATION ATTACHMENT B

Clarifications to Terms and Conditions Document

- II.2 IFB-009.1 is removed in its entirety. It does not apply to this IFB or any resulting Contract.
- V.10 Does not apply to this IFB.
- V.50 Contract-047.2b General Requirements PennDOT Vehicles/Equipment PCID NO. 1067 (Oct 2006) **Change to read as: PCID NO. 1075 (Feb 2008)**
- V.54 Does not apply to this IFB.
- V.56. is removed in its entirety. It does not apply to this IFB or any resulting Contract.

