



FULLY EXECUTED - CHANGE 3

Contract Number: 4400010329

Contract Change Effective Date: 06/11/2015

Valid From: 10/01/2012 To: 09/30/2016

All using Agencies of the Commonwealth, Participating Political
Subdivision, Authorities, Private Colleges and Universities

Purchasing Agent

Name: Morse Robin

Phone: 717-346-8180

Fax: 717 346-3820

Your SAP Vendor Number with us: 126328

Supplier Name/Address:

TRAFCON INDUSTRIES INC

81 TEXACO RD

MECHANICSBURG PA 17050-2623 US

Please Deliver To:

To be determined at
the time of the Purchase Order
unless specified below.

Supplier Phone Number: 7176918007

Supplier Fax Number: 717-697-0813

Contract Name:

Traffic Control Equip - Trafcon

Payment Terms

NET 30

Solicitation No.: 6100022694

Issuance Date: 07/27/2012

Supplier Bid or Proposal No. (if applicable): 6500053654

Solicitation Submission Date: 08/22/2012

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
1	Traffic Control Equipment	0.000		0.00	1	0.00

*** Validity Period Changed ***						
2	Installation	0.000		0.00	1	0.00

General Requirements for all Items:

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____



FULLY EXECUTED - CHANGE 3
Contract Number: 4400010329
Contract Change Effective Date: 06/11/2015
Valid From: 10/01/2012 To: 09/30/2016

Supplier Name:
[TRAFCON INDUSTRIES INC](#)

Header Text

Refer to the corresponding tab on the Contract Overview for:

- (a) Supplier Contact Information
- (b) Equipment Category Award Sheet - includes manufacturer's price list title and effective date, percentage discount, and installation labor rate

No further information for this Contract

Information:



FULLY EXECUTED - CHANGE 2

Contract Number: 4400010329

Contract Change Effective Date: 07/16/2014

Valid From: 10/01/2012 To: 09/30/2015

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

Your SAP Vendor Number with us: 126328

Purchasing Agent

Name: Morse Robin

Phone: 717-346-8180

Fax: 717 346-3820

Supplier Name/Address:

TRAFCON INDUSTRIES INC

81 TEXACO RD

MECHANICSBURG PA 17050-2623 US

Supplier Phone Number: 7176918007

Supplier Fax Number: 717-697-0813

Please Deliver To:

To be determined at the time of the Purchase Order unless specified below.

Contract Name:

Traffic Control Equip - Trafcon

Payment Terms

NET 30

Solicitation No.: 6100022694

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This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
1	Traffic Control Equipment	0.000		0.00	1	0.00

*** Validity Period Changed ***						
2	Installation	0.000		0.00	1	0.00

General Requirements for all Items:

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____



FULLY EXECUTED - CHANGE 2
Contract Number: 4400010329
Contract Change Effective Date: 07/16/2014
Valid From: 10/01/2012 To: 09/30/2015

Supplier Name:
[TRAFCON INDUSTRIES INC](#)

Header Text

Refer to the corresponding tab on the Contract Overview for:

- (a) Supplier Contact Information
- (b) Equipment Category Award Sheet - includes manufacturer's price list title and effective date, percentage discount, and installation labor rate

No further information for this Contract

Information:



FULLY EXECUTED - CHANGE 1

Contract Number: 4400010329

Contract Change Effective Date: 06/14/2013

Valid From: 10/01/2012 To: 09/30/2014

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

Purchasing Agent

Name: Morse Robin

Phone: 717-346-8180

Fax: 717 346-3820

Your SAP Vendor Number with us: 126328

Supplier Name/Address:

TRAFCON INDUSTRIES INC
81 TEXACO RD
MECHANICSBURG PA 17050-2623 US

Supplier Phone Number: 7176918007

Supplier Fax Number: 717-697-0813

Please Deliver To:

To be determined at the time of the Purchase Order unless specified below.

Contract Name:

Traffic Control Equip - Trafcon

Payment Terms

NET 30

Solicitation No.: 6100022694

Issuance Date: 07/27/2012

Supplier Bid or Proposal No. (if applicable): 6500053654

Solicitation Submission Date: 08/22/2012

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
1	Traffic Control Equipment	0.000		0.00	1	0.00
Field Changed: VALUE						
Old Value:						
165000.00						
New Value:						
500000.00						

*** Validity Period Changed ***						

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____

**FULLY EXECUTED - CHANGE 1****Contract Number: 4400010329**

Contract Change Effective Date: 06/14/2013

Valid From: 10/01/2012 To: 09/30/2014

Supplier Name:

TRAFCON INDUSTRIES INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
2	Installation	0.000		0.00	1	0.00

Field Changed: VALUE
Old Value:
165000.00
New Value:
500000.00

General Requirements for all Items:**Header Text**

Refer to the corresponding tab on the Contract Overview for:

- (a) Vendor Contact Information
- (b) Equipment Category Award Sheet - includes manufacturer's price list title and effective date, percentage discount, and installation labor rate

No further information for this Contract

Information:



FULLY EXECUTED
Contract Number: 4400010329
Contract Effective Date: 09/14/2012
Valid From: 10/01/2012 To: 09/30/2013

All using Agencies of the Commonwealth, Participating Political
Subdivision, Authorities, Private Colleges and Universities

Purchasing Agent
Name: Morse Robin
Phone: 717-346-8180
Fax: 717 346-3820

Your SAP Vendor Number with us: 126328

Supplier Name/Address:
TRAFCON INDUSTRIES INC
81 TEXACO RD
MECHANICSBURG PA 17050-2623 US

Please Deliver To:

To be determined at
the time of the Purchase Order
unless specified below.

Supplier Phone Number: 7176918007
Supplier Fax Number: 717-697-0813

Contract Name:
Traffic Control Equip - Trafcon

Payment Terms
NET 30

Solicitation No.: 6100022694

Issuance Date: 07/27/2012

Supplier Bid or Proposal No. (if applicable): 6500053654

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This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Traffic Control Equipment	0.000		0.00	1	0.00
2	Installation	0.000		0.00	1	0.00

General Requirements for all Items:

Header Text

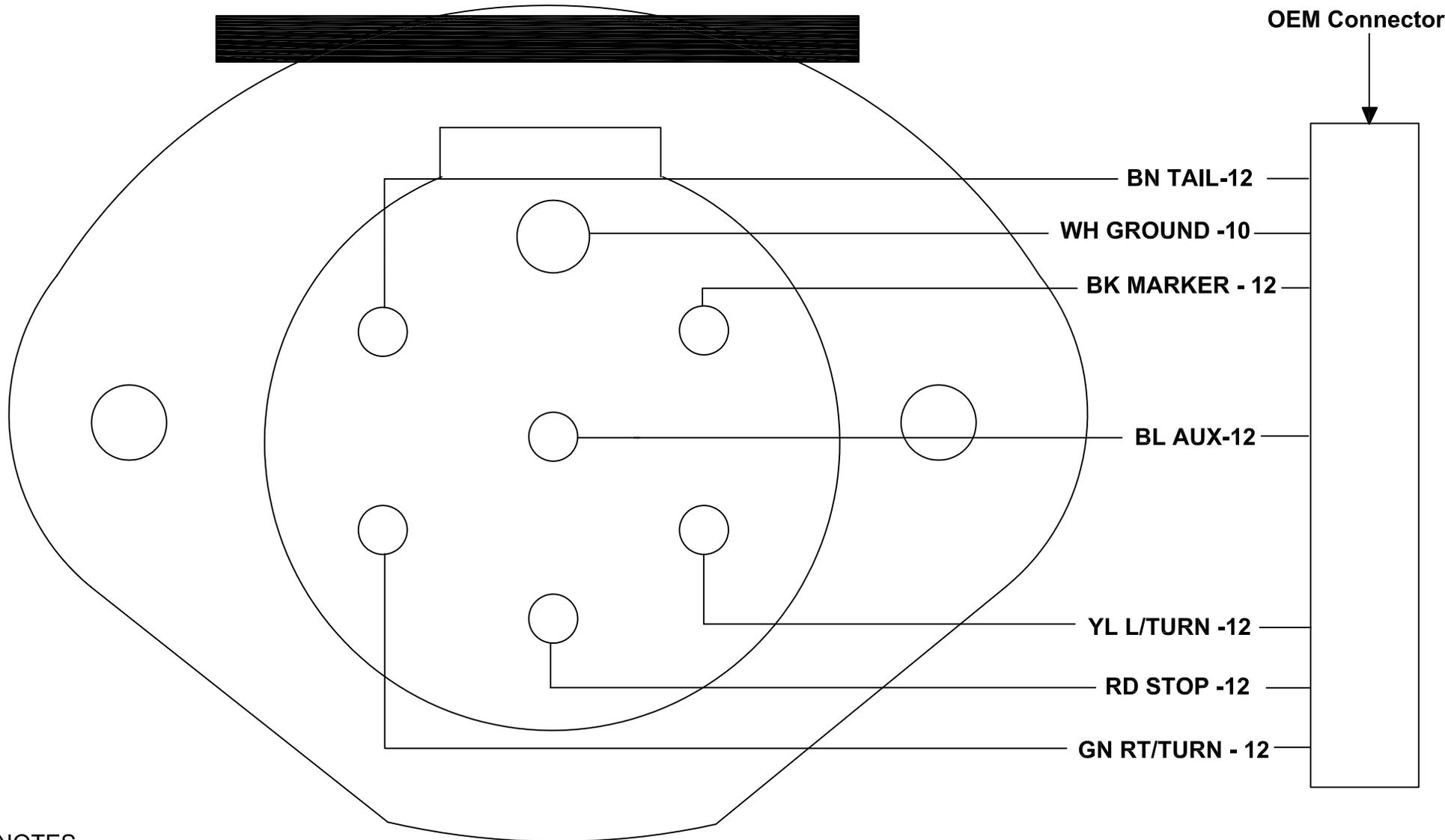
- Refer to the corresponding tab on the Contract Overview for:
- (a) Vendor Contact Information
 - (b) Equipment Category Award Sheet - includes manufacturer's price list title and effective date, percentage discount, and installation labor rate

No further information for this Contract

Information:

Supplier's Signature _____
Printed Name _____

Title _____
Date _____



NOTES

- View of female connector, standing at rear of truck, looking in at the connector.
- Wire shall be 7 way (1-10 guage; 6-12 guage) per ATA color code, clamped every 18" min.
- Connection shall be made using the factory OEM trailer wiring harness. All connections shall be water tight.

PA DEPARTMENT OF TRANSPORTATION					
REVISIONS			WIRING DIAGRAM/ 7 WAY CONNECTOR		
NO.	DATE	BY	DRAWN BY	SCALE	EQN-80A
1	11-29-06	CJW	DJA	N/A	
2	08-12-08	MHH			
3	11-12-09	TOD	DATE 07-22-95	CHK'D BY WHM	SHEET 1 OF 1

SPECIFICATIONS – PART 1

CONTRACT SCOPE/OVERVIEW: Any contract resulting from this Commonwealth Bid Invitation Number 6100022694 will cover the requirements of all Commonwealth using agencies for Traffic Control Equipment.

For the purposes of this contract, Traffic Control Equipment is hereby defined as the following general categories of equipment designed to warn of traffic conditions and/or control traffic: Arrow Panels, Portable Changeable Message Signs, Speed Display Signs, Traffic Alert Radio, Automated Flagger Assistance Device, and Temporary Traffic Signals.

ELIGIBILITY: In order to be eligible for award, a bidder must comply with the following:

- 1.) Only models that have been reviewed in accordance with the specifications and for which a Certificate of Approval has been issued by the Pennsylvania Department of Transportation (PennDOT), as per PA Publication 35 - Bulletin 15 prior to the bid opening date and time, shall be used or offered for sale or use on any public highway within the Commonwealth. The current version of PA Publication 35 - Bulletin 15 may be downloaded by clicking on the following link:

http://ftp.dot.state.pa.us/public/pdf/bocm_mtd_lab/publications/pub_35/bulletin_15.pdf

- 2.) A bidder must be the manufacturer of offered products or an authorized representative (i.e. dealer/reseller) of the manufacturer's products.
- 3.) If a bidder is not the manufacturer of offered products, the bidder will need to electronically attach to its bid the "**Original Equipment Manufacturer's (OEM's) Authorization to Bid Certification**" document after it has been completed and signed by the OEM.

The document states that the bidder is an authorized representative (i.e. dealer/reseller) for the OEM's equipment for which the bidder is submitting a bid, and that the bidder is authorized to provide a bid on the Commonwealth's Bid Invitation Number 6100022694 – Traffic Control Equipment. The document also states that the OEM will honor any responsibilities under warranty for products sold by the bidder, under any contract resulting from this bid action, if the bidder fails to perform such service. Dealers/resellers failing to provide a signed "Original Equipment Manufacturer's (OEM's) Authorization to Bid Certification" document for any manufacturer's product bid may result in rejection of bid.

- 4.) Bidders must provide their Percent Discounts from the Original Equipment Manufacturer's (OEM's) List Pricing for the Equipment Categories/Unit Configurations that they are bidding on this IFB by completing and electronically attaching the document entitled "**Bid Item Sheet**" to their bid. Bidders shall also provide a Percent Discount from List Pricing for any "Miscellaneous Associated Items" they are offering and an hourly "Installation Labor Rate" in the corresponding sections at the bottom of the Bid Item Sheet.
- 5.) Bidders shall attach electronic copies of all applicable **OEM Price Lists** to their bid. **All price lists must be identified by name and effective date.**

SPECIFICATIONS:

- 1.) All items to be provided, against any purchase order from any contract resulting from this bid action, shall be in accordance with:

- a.) The document entitled "Traffic Control Equipment Specifications".
 - b.) Any drawings referenced in the "Traffic Control Equipment Specifications".
 - c.) Pennsylvania Department of General Services, PCID NO. 1075, "General Requirements for Bidding PennDOT Vehicles/Equipment", Eff. 12/7/11.
- 2.) All items provided shall be latest model year only.

INSTRUCTIONS TO BIDDERS: Please click on the "General Data" tab of this electronic Bid Invitation Number 6100022694, then click on "Information from Purchaser" and view the instructions in the Tendering Text (the text may also be viewed by clicking on the "Output Preview" button. Bidders should also download the document entitled "Instructions for Bidding in SRM" from the list of attachments under "Information from Purchaser". The "Instructions for Bidding in SRM" document includes screen shots which guide the bidder, step by step, through the process of creating and submitting an electronic bid.

AWARDS: Any contract award resulting from this bid action will be on a multiple award, percent discount from OEM price list basis. Multiple award meaning that all Equipment Categories/Unit Configurations bid by all responsive and responsible bidders, in accordance with the Bid Item Sheet listings, may be awarded.

The Commonwealth reserves the right to reject any price list bid (or portion thereof) that it deems is outside the acceptable scope of the Traffic Control Equipment Specifications.

THE AWARDED SUPPLIERS' PERCENT DISCOUNTS FROM THE OEM'S PRICE LISTS SHALL REMAIN FIRM FOR THE ENTIRE CONTRACT PERIOD.

BID ITEM SHEET:

Bidders should be sure to read the **Important Notes to Bidders** located at the end of the Bid Item Sheet.

The Percent Discount from List Pricing must be a numeric figure and contain not more than two (2) digits to the right of the decimal point. An example of an entry for Percent Discount from List Pricing would be 26.25% The Percent Discount column on the Bid Item Sheet has been formatted to show 2 digits to the right of the decimal point followed by the % sign once you click out of the cell. Please make sure your Percent Discounts are indicated correctly on the Bid Item Sheet.

Bidders may not add any new Equipment Categories or Unit Configurations to those listed on the original Bid Item Sheet. Additionally, bidders may not modify the names of any of the Equipment Categories or Unit Configurations listed on the original Bid Item Sheet. If this occurs no award will be made in any such newly created or altered Equipment Category and your bid response could be rejected as a conditioned bid.

PRICE LISTS: Bidders shall attach electronic copies of all applicable OEM Price Lists to their bid for the sole purpose of providing a reference to the various items on the price list and the manufacturer's price for each item. The bidder warrants that the unit prices bid are not in excess of their company's normal commercial pricing.

Any reference which may appear on any price list, to any terms and conditions such as "F.O.B. Shipping Point" or "Prices subject to change", will not be part of any contract with the successful bidder(s) and will be disregarded by the Commonwealth.

All price lists must be identified by name and effective date.

MINIMUM ORDER: The minimum order qualifying for F.O.B. Destination delivered pricing shall be one (1) unit. **It is understood that all net discounted pricing bid and awarded is at FOB DESTINATION delivered pricing which includes all costs for delivery, shipping and handling, set- up, and the required manuals, training, and warranty.**

DELIVERY: As required by Pennsylvania Department of General Services, PCID NO. 1075, "General Requirements for Bidding PennDOT Vehicles/Equipment", Eff. 12/7/11, Section G "Delivery".

All units must be delivered within **120 calendar days** after receipt of the purchase order.

In the event that delivery would be projected to exceed the 120 calendar day time period, the supplier shall notify the ordering agency at which time the ordering agency may make determination to allow delivery time frame extension or to cancel the order. The contractor shall then only proceed with the order after receiving written authorization from the ordering agency.

NON-PENNDOT DELIVERY LOCATION: Deliveries for all other ordering entities (i.e. Commonwealth Agencies other than PennDOT and for COSTARS Purchasers) shall be FOB Destination to the location stated in the Purchase Order.

TRAINING: Awarded supplier must provide one on-site (7.5 hours) operator and mechanic training session upon delivery of each unit (price to be included in unit price bid).

MANUALS: The successful vendor shall furnish all applicable manuals per unit:

- 1 Operator's
- 1 Parts
- 1 Service
- 1 Engine
- 1 Transmission (automatic or manual)
- 1 Body and sub-frame (parts and service)
- 1 Complete set of manuals for any additional items/equipment added to any specific piece of Traffic Control 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 relative to "all" items utilized to build these units, with appropriate part numbers.

Delivery of these manuals shall be completed within a maximum of 90 days after the unit is accepted.

Manuals may be supplied on CD disc in lieu of paper manuals.

WARRANTY: To be in accordance with Pennsylvania Department of General Services, PCID NO. 1075, "General Requirements for Bidding PennDOT Vehicles/Equipment", Eff. 12/7/11, Section E "General Warranty Requirements", Sub Section 1.A. "Construction Equipment".

PRICE LIST UPDATES:

Awarded Suppliers may request to update an OEM contract price list for the following reasons:

- 1.) To reflect new Traffic Control Equipment products, which fall within the contract scope and Equipment Categories, as they become approved and listed in PA Publication 35- Bulletin 15.
- 2.) To reflect new Miscellaneous Associated Items (i.e. mounting hardware, brackets, mounting kits, accessories, attachments, options, etc) as they become available for new applications.
- 3.) To reflect model number changes and/or deletion of discontinued products.
- 4.) To reflect manufacturer's price changes. Note: Awarded supplier warrants that any unit price increases requested are not in excess of the supplier's normal commercial pricing.

Any Price List Update shall be based on the particular Original Equipment Manufacturer's (OEM's) industry wide price list change. An Awarded Supplier shall submit a request, in writing, to the Commodity Specialist listed under the "INQUIRIES" section of this document requesting review and approval of the updated price list. The Supplier shall itemize all changes in a clear and concise fashion. It is the responsibility of the supplier to adequately justify changes. All requests for price list updates must be accompanied by an electronic copy of the OEM's most recent, official, dated and published suggested retail price list. The price list must be identified by name and effective date.

Suppliers will be notified in writing by the Commodity Specialist indicating approval or disapproval of the requested price list update (the Commonwealth also reserves the right to cancel the contract). If the requested price list update is approved, the Contract Overview posted on the Commonwealth's eMarketplace website www.emarketplace.state.pa.us will be updated to indicate the price list name and new effective date. It will then be the responsibility of the supplier to distribute the price list to any Commonwealth using agency, upon request.

The awarded suppliers' Percent Discounts from the OEM's price lists shall remain firm for the entire contract period (the initial year plus any and all renewal periods).

At no time are awarded suppliers allowed to unilaterally change products or pricing. Orders will be monitored to ensure compliance.

INQUIRIES: Direct all questions concerning this Invitation for Bid to:

Robin Morse
Commodity Specialist
Department of General Services
Bureau of Procurement
555 Walnut Street, 6th Floor
Harrisburg, PA 17101-1914
Telephone: 717-346-8180
Fax: 717-346-3820
E-mail: rmorse@pa.gov

TRAFFIC CONTROL EQUIPMENT SPECIFICATIONS

I. INTENT STATEMENT

II. GENERAL EQUIPMENT CATEGORY SPECIFICATIONS

A. ARROW PANELS

- 1.) Arrow Board, Trailer Mounted
- 2.) Arrow Board, Stationary (board only)
- 3.) Arrow Board, Power Tilt (including board)
- 4.) Arrow Board, Manual Tilt (including board)

B. PORTABLE CHANGEABLE MESSAGE SIGNS

- 1.) Message Board, Trailer Mounted
- 2.) Message Board, Stationary (board only)
- 3.) Message Board, Power Tilt (including board)
- 4.) Message Board, Manual tilt (Including board)

C. SPEED DISPLAY SIGNS

- 1.) Board, Speed Display, Trailer Mounted

D. TRAFFIC ALERT RADIO

- 1.) Radio, CB - Traffic Alert, Trailer Mounted

E. AUTOMATED FLAGGER ASSISTANCE DEVICE

- 1.) Automated Flagger Assistance Device

F. TEMPORARY TRAFFIC SIGNALS

- 1.) Portable Traffic Signal Light

I. INTENT STATEMENT:

The purpose of these specifications is to describe, in brief overview, the following categories of equipment designed to warn of traffic conditions and/or control traffic which are being bid for the Traffic Control Equipment contract: Arrow Panels, Portable Changeable Message Signs, Speed Display Signs, Traffic Alert Radio, Automated Flagger Assistance Device, and Temporary Traffic Signals.

The following requirements apply to all of the equipment categories being bid:

A. Only models that have been pre-approved by the Pennsylvania Department of Transportation will be considered for this bid:

Only models that have been reviewed in accordance with this specification and for which a Certificate of Approval has been issued by the Pennsylvania Department of Transportation (PennDOT), as per PA Publication 35 - Bulletin 15 prior to the bid opening date and time, shall be used or offered for sale or use on any public highway within the Commonwealth. The current version of PA Publication 35 – Bulletin 15 may be downloaded by clicking on the following link:

ftp://ftp.dot.state.pa.us/public/pdf/bocm_mtd_lab/publications/pub_35/bulletin_15.pdf

B. Pennsylvania Commercial Item Description (PCID) No. 1075:

Pennsylvania Department of General Services, PCID No. 1075, “*General Requirements for Bidding PennDOT Vehicles/Equipment*”, the most current version is hereby incorporated as part of these specifications. An electronic copy is attached to the Invitation for Bid (IFB).

C. Delivery:

Delivery to be as required by PCID No. 1075 Section “G”. All units must be delivered within **120 calendar days** after receipt of the purchase order.

D. Manuals:

The successful vendor shall furnish all applicable manuals per unit:

- 1 Operator's
- 1 Parts
- 1 Service
- 1 Engine
- 1 Transmission (automatic or manual)
- 1 Body and sub-frame (parts and service)
- 1 Complete set of manuals for any additional items/equipment added to any specific piece of Traffic Control 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 relative to "all" items utilized to build these units, with appropriate part numbers.

Delivery of these manuals shall be completed within a maximum of 90 days after the unit is accepted.

Manuals may be supplied on CD disc in lieu of paper manuals.

E. Warranty:

Warranty to be in accordance with PCID No. 1075, Section E.1.A.

F. Training:

Awarded supplier must provide one on-site (7.5 hours) operator and mechanic training session upon delivery.

II. GENERAL EQUIPMENT CATEGORY SPECIFICATIONS

A.1. ARROW PANEL

ARROW BOARD, TRAILER MOUNTED

GENERAL SPECIFICATIONS:

1. TRAILER:

- Unit shall be equipped with surge brakes if GVWR is 3,000lbs or greater.
- Hitch shall be able to accommodate a 3" pintle hook design or 2" ball.
- Unit shall be equipped with a 7 way round trailer plug and Pollack Connector No. 11-910 or equal. Ref: EQN 80A
- Unit shall be equipped with 4 leveling jacks.
- Painted Penn Dot yellow Reference (DUPONT F9885, PPG 85246, SHERWIN WILLIAMS 73266, and NAPA 73266).
- Unit shall be equipped with non rusting safety chains extending 3' past the hitch with hooks.
- All Units shall be equipped with LED lighting.

2. ARROW LIGHTING:

- All units shall be equipped with LED lighting.

A.2. ARROW PANEL

ARROW BOARD, STATIONARY (BOARD ONLY)

GENERAL SPECIFICATIONS:

1. ARROW LIGHTING:

- All units shall be equipped with all LED lighting.

A.3. ARROW PANEL

ARROW BOARD, POWER TILT (INCLUDING BOARD)

GENERAL SPECIFICATIONS:

1. FRAME:

- Shall be painted with non-reflective flat black enamel.
- There shall be an electromechanical lift mechanism. Lift mechanism shall be protected when full-up or full-down has been selected as to not allow the motor to bind or burn up (i.e. overload slip or clutch). There shall be an auxiliary method to lower the sign in case of raise/lower mechanism failure.

2. ARROW LIGHTING:

- All units shall be equipped with LED lighting.

A.4. ARROW PANEL

ARROW BOARD, MANUAL TILT (INCLUDING BOARD)

GENERAL SPECIFICATIONS:

1. FRAME:

- Shall be painted with non-reflective flat black enamel.
- There shall be a hand operated lifting device to raise and lower the sign.

2. ARROW LIGHTING:

- All units shall be equipped with LED lighting.

B.1. PORTABLE CHANGEABLE MESSAGE SIGNS

MESSAGE BOARD, TRAILER MOUNTED

GENERAL SPECIFICATIONS:

1. TRAILER:

- Unit shall be equipped with surge brakes if GVWR is 3,000lbs or greater.
- Hitch shall be able to accommodate a 3" pintle hook design or 2" ball.
- Unit shall be equipped with a 7 way round trailer plug and Pollack Connector No. 11-910 or equal. REF: EQN 80A
- Unit shall be equipped with 4 leveling jacks.
- Painted Penn Dot yellow Reference (DUPONT F9885, PPG 85246, SHERWIN WILLIAMS 73266, and NAPA 73266).
- Unit shall be equipped with non rusting safety chains extending 3' past the hitch with hooks.
- All Units shall be equipped with LED lighting.

2. BOARD LIGHTING:

- All units shall be equipped with LED lighting.
- The display module shall consist of (4) LEDs per pixel.

B.2. PORTABLE CHANGEABLE MESSAGE SIGNS

MESSAGE BOARD, STATIONARY (BOARD ONLY)

GENERAL SPECIFICATIONS:

1. BOARD LIGHTING:

- All units shall be equipped with all LED lighting.
- The display module shall consist of (4) LEDs per pixel.

B.3. PORTABLE CHANGEABLE MESSAGE SIGNS

MESSAGE BOARD, POWER TILT (INCLUDING BOARD)

GENERAL SPECIFICATIONS:

1. FRAME:

- Shall be painted with non-reflective flat black enamel.
- There shall be an electromechanical lift mechanism. Lift mechanism shall be protected when full-up or full-down has been selected as to not allow the motor to bind or burn up (i.e. overload slip or clutch). There shall be an auxiliary method to lower the sign in case of raise/lower mechanism failure.

2. BOARD LIGHTING:

- All units shall be equipped with LED lighting.
- The display module shall consist of (4) LEDs per pixel.

B.4. PORTABLE CHANGEABLE MESSAGE SIGNS

MESSAGE BOARD, MANUAL TILT (INCLUDING BOARD)

GENERAL SPECIFICATIONS:

1. FRAME:

- Shall be painted with non-reflective flat black enamel.
- There shall a hand operated lifting device to raise and lower the sign.

2. BOARD LIGHTING:

- All units shall be equipped with LED lighting.
- The display module shall consist of (4) LEDs per pixel.

C.1. SPEED DISPLAY SIGNS

BOARD, SPEED DISPLAY, TRAILER MOUNTED

GENERAL SPECIFICATIONS:

1. TRAILER:

- Unit shall be equipped with surge brakes if GVWR is 3,000lbs or greater.
- Hitch shall be able to accommodate a 3”pintle hook design or 2” ball.
- Unit shall be equipped with a 7 way round trailer plug and Pollack Connector No. 11-910 or equal. REF: EQN 80A
- Unit shall be equipped with 4 leveling jacks.
- Painted Penn Dot yellow Reference (DUPONT F9885, PPG 85246, SHERWIN WILLIAMS 73266, and NAPA 73266).
- Unit shall be equipped with non rusting safety chains extending 3’ past the hitch with hooks.
- All units shall be equipped with LED lighting.

D. 1. TRAFFIC ALERT RADIO

RADIO, CB - TRAFFIC ALERT, TRAILER MOUNTED

GENERAL SPECIFICATIONS:

1. TRAILER:

- Unit shall be equipped with surge brakes if GVWR is 3,000lbs or greater.
- Hitch shall be able to accommodate a 3" pintle hook design or 2" ball.
- Unit shall be equipped with a 7 way round trailer plug and Pollack Connector No. 11-910 or equal. REF: EQN 80A
- Unit shall be equipped with 4 leveling jacks.
- Painted Penn Dot yellow Reference (DUPONT F9885, PPG 85246, SHERWIN WILLIAMS 73266, and NAPA 73266).
- Unit shall be equipped with non rusting safety chains extending 3' past the hitch with hooks.
- All Units shall be equipped with LED lighting.

E.1. AUTOMATED FLAGGER ASSISTANCE DEVICE

GENERAL SPECIFICATIONS:

1. TRAILER:

- Unit shall be equipped with surge brakes if GVWR is 3,000lbs or greater.
- Hitch shall be able to accommodate a 3”pintle hook design or 2” ball.
- Unit shall be equipped with a 7 way round trailer plug and Pollack Connector No. 11-910 or equal. REF: EQN 80A
- Unit shall be equipped with 4 leveling jacks.
- Painted Penn Dot yellow Reference (DUPONT F9885, PPG 85246, SHERWIN WILLIAMS 73266, and NAPA 73266).
- Unit shall be equipped with non rusting safety chains extending 3’ past the hitch with hooks.
- All Units shall be equipped with LED lighting.

F.1. TEMPORARY TRAFFIC SIGNALS

PORTABLE TRAFFIC SIGNAL LIGHT

GENERAL SPECIFICATIONS:

1. TRAILER:

- Unit shall be equipped with surge brakes if GVWR is 3,000lbs or greater.
- Hitch shall be able to accommodate a 3”pintle hook design or 2” ball.
- Unit shall be equipped with a 7 way round trailer plug and Pollack Connector No. 11-910 or equal. REF: EQN 80A
- Unit shall be equipped with 4 leveling jacks.
- Painted Penn Dot yellow Reference (DUPONT F9885, PPG 85246, SHERWIN WILLIAMS 73266, and NAPA 73266).
- Unit shall be equipped with non rusting safety chains extending 3’ past the hitch with hooks.
- All Units shall be equipped with LED lighting.



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA COMMERCIAL ITEM DESCRIPTION (PCID)

GENERAL REQUIREMENTS FOR BIDDING PennDOT VEHICLES/EQUIPMENT

(This item description supersedes PCID No. 1075 eff. 3/9/11)

PCID NO. 1075
 Eff. 12/7/11

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, if applicable.

- 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. A. 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 two thousand (2,000) hours whichever first occurs.
- 1. B. 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 one (1) year.
- 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 shall 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 five (5) 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. In addition to the engine warranty, the engine block shall be warranted against external perforation from corrosion for 10 years, 100% parts and labor.

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. The warranty start-up date shall be the date of acceptance by the Department, not the date of delivery to the Department.

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 Grecek, CPPB

Quality Assurance Manager: Janice Pistor

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 Manufacturer**
- 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**

LUBE AND COMPONENT SHEET

Equipment # Series		Effective Date						
PO Number		Unit Warranty Period						
Year		Engine Manufacturer						
Make		Engine Model						
Model								
VIN Number								
Vendor		Trans. Manufacturer						
Contact Person		Trans. Model						
Contact Phone Num.		Body Manufacturer						
		Body Number						
Oils & Lubes		Filters	Qty. of Filters	Part Number	Com. Code 2810-	Make	Change Interval	Filters Stocked
Engine Oil		Engine Oil Filter						
		Engine Oil Filter Secondary						
Transmission Oil		Transmission Filter						
		Aux. Trans. Filter						
Fuel		Fuel Filter Primary						
		Fuel Filter Secondary						
Rear Axle / Axles								
Steering Oil		Steering Filter						

Hydraulic Oil		Hydraulic Filter Suction						
		Hydraulic Filter Return						
Coolant		Coolant Filter						
Transfer Case								
Front Axle		Air Filter Primary						
Brake Fluid		Air Filter Secondary						
		Air Compressor Filter						
Description	Manufacturer	Model Number	Part Number				Warranty	
Air Compressor								
Air Dryer								
Alternator								
Auto Slack Adjuster								
Auto Lube System								
Axle Front								
Axle Rear								
Battery								
Belt Air Compressor								
Belt Alternator								
Belt Fan								
Belt Power Steering								
Brake Chamber (FRT)								
Brake								

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				



Commonwealth of Pennsylvania

Date: **August 17, 2012**
Subject: **Traffic Control Equipment**
Solicitation Number: **6100022694**
Opening Date/Time: **Originally August 17, 2012 at 3:30 PM (EST). Changed to August 22, 2012 at 3:30 PM (EST) by this solicitation Addendum.**
Addendum Number: **1**

To All Suppliers:

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

The purpose of this solicitation addendum is to provide the following four (4) clarifications to the on-site training requirement in Specifications - Part 1, page 3, **TRAINING**: Awarded supplier must provide one on-site (7.5 hours) operator and mechanic training session upon delivery of each unit (price to be included in unit price bid).

Clarifications:

- 1.) As stated above, the unit price bid (list pricing less percentage discount) must include one on-site (7.5 hours) operator and mechanic training session.
- 2.) The intention of this requirement is to receive the above specified training at the final location of the equipment. If multiple identical units are received by a final location, the ordering entity may (at their discretion) require only one training session.
- 3.) For PennDOT orders, all deliveries will be made to the Equipment Division, 17th Street and Arsenal Blvd, Harrisburg, PA and in accordance with PCID NO. 1075, "General Requirements for Bidding PennDOT Vehicles/Equipment", Eff.12/7/11. After PennDOT has distributed the units to their final location (District/County) it will be the responsibility of the District/County to coordinate Training with the awarded supplier.
- 4.) Training for all other Ordering Entities (i.e. Commonwealth Agencies other than PennDOT and for COSTARS Purchasers) shall be coordinated between the awarded supplier and the ordering entity's point of contact.

IMPORTANT NOTE: The Bid Opening Date and Time is changed to August 22, 2012 at 3:30 PM (EST).

For electronic solicitation responses via the SRM portal:

- Attach this Addendum to your solicitation response. Failure to do so may result in disqualification.
- To attach the Addendum, download the Addendum and save to your computer. Move to "My Notes", use the "Browse" button to find the document you just saved and press "Add" to upload the document.
- Review the Attributes section of your solicitation response to ensure you have responded, as required, to any questions relevant to solicitation addenda issued subsequent to the initial advertisement of the solicitation opportunity.



Commonwealth of Pennsylvania

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous solicitation addenda, remain as originally written.

Very truly yours,

Name: Robin Morse
Title: Commodity Specialist
Phone: 717-346-8180
Email: rmorse@pa.gov

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PART I - GENERAL INFORMATION

PART I - GENERAL INFORMATION

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, BUREAU OF PROCUREMENT FOR ALL USING AGENCIES to satisfy a need for **Traffic Control Equipment** .

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 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 (February 2012)

All questions regarding the IFB must be submitted in writing to the email address of the Issuing Officer provided in the solicitation. While there is no set timeline for the submittal of questions, questions received within 48 hours prior to the bid due date and time will be answered at the discretion of the Commonwealth. All questions received will be answered, in writing, and such responses shall be posted to eMarketplace as an addendum to the IFB. The Issuing Officer shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the IFB or formally issued as an addendum by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or of the solicitation.

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.EMARKETPLACE.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 (May 2011)

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 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.

I.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.

I.9 IFB-027.1 COSTARS Program (Aug 2010)

COSTARS Purchasers. Section 1902 of the Commonwealth Procurement Code, 62 Pa.C.S. § 1902 (“Section 1902”), authorizes local public procurement units and state-affiliated entities (together, “COSTARS Members”) to participate in Commonwealth procurement contracts that the Department of General Services (“DGS”) may choose to make available to COSTARS Members. DGS has identified this Contract as one which will be made available for COSTARS Members’ participation.

A. Only those entities registered with DGS are authorized to participate as COSTARS Members in this Contract. A COSTARS Member may be either a local public procurement unit or a state-affiliated entity.

1. A “local public procurement unit” is:

- Any political subdivision (local government unit), such as a municipality, school district, or commission;
- Any public authority (including authorities formed under the Municipality Authorities Act of 1955 or other authorizing legislation, such as the Public Transportation Law or the Aviation Code);
- Any tax-exempt, nonprofit educational institution or organization;
- Any tax-exempt, nonprofit public health institution or organization;
- Any nonprofit fire, rescue, or ambulance company; and
- Any other entity that spends public funds for the procurement of supplies, services, and construction (such as a council of governments, an area government, or an organization that receives public grant funds).

2. A state-affiliated entity is a Commonwealth authority or other Commonwealth entity that is not a Commonwealth agency. The term includes:

- The Pennsylvania Turnpike Commission;
- The Pennsylvania Housing Finance Agency;
- The Pennsylvania Municipal Retirement System;
- The Pennsylvania Infrastructure Investment Authority;
- The State Public School Building Authority;
- The Pennsylvania Higher Education Facilities Authority, and
- The State System of Higher Education.

The term does not include any court or other officer or agency of the unified judicial system, the General Assembly and its officers and agencies, any State-related institution, or any Commonwealth executive or independent agencies, boards, or commissions not listed above. Statewide "row" offices, including the Auditor General, Attorney General, and State Treasurer **are not** State-affiliated entities under the Procurement Code.

However, elements of the court system, the General Assembly, and independent agencies, boards, or commissions have been deemed eligible for COSTARS membership as entities that spend public funds for the procurement of supplies, services, and construction.

3. A complete list of local public procurement units and state-affiliated entities that have registered with DGS and that are authorized to procure items from the Contract can be found at <http://www.dgsweb.state.pa.us/COSTARSReg/Member.aspx>

B. COSTARS Members have the option to purchase from this Contract, from any DGS contract established exclusively for COSTARS Members in accordance with the requirements of Section 1902 , from any other cooperative procurement contracts, or from their own procurement contracts established in accordance with the applicable laws governing such procurements. The Contractor understands and acknowledges that there is no guarantee that a COSTARS Member will place an order under this Contract, and that the decision to procure from this Contract is within the sole discretion of each COSTARS Member.

C. DGS is acting as a facilitator for COSTARS Members who may wish to purchase under this Contract. COSTARS Members that participate in this Contract and issue purchase orders ("POs") to Contractors are third party beneficiaries who have the right to sue and be sued for breach of this Contract without joining the Commonwealth or DGS as a party. The Commonwealth will not intervene in any action between a Contractor and a COSTARS Member unless substantial interests of the Commonwealth are involved.

D. COSTARS Members electing to participate in this Contract will order items directly from the Contractor and be responsible for payment directly to the Contractor.

E. Those Contractors electing to permit COSTARS Members to procure from this Contract shall pay the Required Administrative Fee applicable to the Contractor's classification:

Contractor Classification	Required Administrative Fee
Qualified Small Business Bidder , defined as having less than 100 full-time employees or full-time equivalent employees and Gross Annual Revenue less than \$20,000,000 (\$25,000,000 for IT sales or service businesses)	\$500
All Other Bidders	\$1,500

1. Each bidder electing to permit COSTARS Members to participate in the Contract must pay the applicable Administrative Fee upon Contract award in order to sell the awarded items/services to COSTARS Members. If the bidder is asserting that it is a Qualified Small Business, a completed Department of General Services Small Business Certification must be returned with the bid package.

2. At the beginning of each Contract year and upon any Contract renewal, the Contractor shall submit a check for the required amount, payable to " Commonwealth of PA ". The Contractor must pay the Administrative Fee at each contract renewal date to continue to sell the awarded items/services to COSTARS Members.

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

1. The Contractor shall pay the Administrative Fee covering its participation in the program, including without limitation any use of the COSTARS Brand, for each year of the Contract period. The fee is payable upon Contract award and prior to the renewal date for each succeeding Contract period

2. DGS grants the Contractor a nonexclusive license to use the COSTARS Brand, subject to the following conditions:

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

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

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

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

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

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

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

1. The Contractor shall submit the reports via the web-based COSTARS Suppliers' Gateway at www.dgs.state.pa.us/costars . If a Contractor does not have access to the Internet, the Contractor shall send the reports, using the form and in the format prescribed by DGS, on compact disc via US Postal Service to the DGS COSTARS Program Office, Bureau of Procurement, 6th Floor Forum Place, 555 Walnut Street, Harrisburg, PA 17101-1914.
2. For each PO received, the Contractor shall include on the report the name and address of each COSTARS-Registered Purchaser that has used the Contract along with the sales date, and dollar volume of sales to the specific Purchaser for the reporting period.
3. DGS may suspend the Contractor's participation in the COSTARS Program for failure to provide the Quarterly Sales Report within the specified time.

H. Additional information regarding the COSTARS Program is available on the DGS COSTARS Website at www.dgs.state.pa.us/costars

1. If the Contractor is aware of any qualified entity not currently registered and wishing to participate in the COSTARS Program, please refer the potential purchaser to the DGS COSTARS Website at www.dgs.state.pa.us/costars , where it may register by completing the online registration form and receiving DGS confirmation of its registration. To view a list of currently-registered COSTARS member entities, please visit the COSTARS website.

2. Direct all questions concerning the COSTARS Program to:

Department of General Services
COSTARS Program
555 Walnut Street , 6th Floor
Harrisburg , PA 17101
Telephone: 1-866-768-7827
E-mail GS-PACostars@state.pa.us

I.10 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.11 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.12 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.13 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.14 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.15 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.16 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 IFB-006.1b COSTARS Program Questionnaire and COSTARS Small Business Certification (February 2012)

Bidders should complete and submit the COSTARS Program Questionnaire Form, which is attached to and made a part of this IFB. If the Bidder is asserting that it is a Qualified Small Business, also complete and sign the Department of General Services COSTARS Small Business Certification which is attached to and made a part of this IFB. The completed COSTARS program documents should be submitted as part of the Bid Response.

II.2 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.3 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.4 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-006.1f Method of Award - All Bidders (April 2011)

Award will be made to all responsive and responsible bidders.

III.3 III-IFB-007.1 Awards (May 2011)

Unless all Bids are rejected, and except as otherwise provided by law, award will be made through the issuance of a contract/purchase order in accordance with the method of award. 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 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 (May 2012)

The initial term of the Contract shall be 01 year(s) and 00 month(s).

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 the Commonwealth contracting procedures) or b) the "Valid from" date printed on the Contract, whichever is later.

V.3 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 060 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 030 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.4 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.5 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.6 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.7 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.8 CONTRACT-006.1 Independent Prime Contractor (Oct 2006)

In performing its obligations under the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth. The Contractor will be responsible for all services in this Contract whether or not Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

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-007.02 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.11 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.12 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.13 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.14 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.15 CONTRACT-010.2 Product Conformance (March 2012)

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

1. Provide certified data from laboratory testing performed by the Contractor, or performed by an independent laboratory, as specified by the Commonwealth.
2. Supply published manufacturer product documentation.
3. Permit a Commonwealth representative to witness testing at the Contractor's location or at an independent laboratory.
4. Complete a survey/questionnaire relating to the bid requirements and specifications.
5. Provide customer references.
6. Provide a product demonstration at a location near Harrisburg or the using agency location.

V.16 CONTRACT-010.3 Rejected Material Not Considered Abandoned (March 2012)

The Commonwealth shall have the right to not regard any rejected material as abandoned and to demand that the Contractor remove the rejected material from the premises within thirty (30) days of notification. The Contractor shall be responsible for removal of the rejected material as well as proper clean-up. If the Contractor fails or refuses to remove the rejected material as demanded by the Commonwealth, the Commonwealth may seek payment from, or set-off from any payments due to the Contractor under this or any other Contract with the Commonwealth, the costs of removal and clean-up. This is in addition to all other rights to recover costs incurred by the Commonwealth.

V.17 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.18 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.19 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.20 CONTRACT-014.3 Recycled Content Enforcement (February 2012)

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.21 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.22 CONTRACT-015.2 Billing Requirements (February 2012)

Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Contractor shall include in all of its invoices the following minimum information:

- 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.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 2011)

- 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. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.
- b. If the Contractor or the contracting officer requests mediation and the other party agrees, the contracting officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.
- c. Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim,

the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

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 (Aug 2010)

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not, 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.
2. 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.
3. The Contractor and each subcontractor 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.
4. The Contractor and each subcontractor 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.
5. The Contractor and each subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the contracting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within fifteen (15) days after award of any contract, the Contractor shall be required to complete, sign and submit Form STD -21, the "Initial Contract Compliance Data" form. If the contract is a construction contract, then the Contractor shall be required to complete, sign and submit Form STD -28, the "Monthly Contract Compliance Report for Construction Contractors", each month no later than the 15th of the month following the reporting period beginning with the initial job conference and continuing through the completion of the project. Those contractors who have fewer than five employees or whose employees are all from the same family or who have completed the Form STD -21 within the past 12 months may, within the 15 days, request an exemption from the Form STD -21 submission requirement from the contracting agency.
6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
7. 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 (March 2011)

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

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

1. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting with the Commonwealth.
2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the

Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.

3. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the *Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.*; the *State Adverse Interest Act, 71 P.S. §776.1 et seq.*; and the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.*, or to breach any other state or federal law or regulation.

4. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.

5. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.* or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.

6. Contractor, its affiliates, agents and employees shall not, 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 Commonwealth official or employee.

7. Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.

8. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.

9. Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract without the prior written approval of the Commonwealth, except as required by the *Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104*, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the Commonwealth or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:

a. Approved in writing by the Commonwealth prior to its disclosure; or

b. Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or

c. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or

- d.** Necessary for purposes of Contractor's internal assessment and review; or
- e.** Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or
- f.** Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain: or
- g.** Otherwise required by law.

10. Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:

- a.** Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- b.** Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
 - (1)** obtaining;
 - (2)** attempting to obtain; or
 - (3)** performing a public contract or subcontract.

Contractor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

- c.** Violation of federal or state antitrust statutes.
- d.** Violation of any federal or state law regulating campaign contributions.
- e.** Violation of any federal or state environmental law.
- f.** Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
- g.** Violation of the *Act of June 2, 1915 (P.L.736, No. 338)*, known as the *Workers' Compensation Act*, 77 P.S. 1 *et seq.*
- h.** Violation of any federal or state law prohibiting discrimination in employment.

- i. Debarment by any agency or department of the federal government or by any other state.
- j. Any other crime involving moral turpitude or business honesty or integrity.

Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause upon such notification or when the Commonwealth otherwise learns that Contractor has been officially notified, charged, or convicted.

11. If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by *Section 1641 of the Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Contractor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:

- a. Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
- b. Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

To obtain a copy of the reporting form, Contractor shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

12. Contractor shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq.*, and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.

13. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or Commonwealth Inspector General in writing.

14. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.

15. Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial

records, documents or files of any type or form that refers to or concern this contract.

16. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

17. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph 17.

a. “Confidential information” means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through a act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.

b. “Consent” means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.

c. “Contractor” means the individual or entity that has entered into this contract with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.

d. “Financial interest” means:

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

(2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

e. “Gratuity” means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor’s Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b)*, shall apply.

f. “Immediate family” means a spouse and any unemancipated child.

g. “Non-bid basis” means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

h. “Political contribution” means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing,

to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

V.37 CONTRACT-029.1 Contractor Responsibility Provisions (Nov 2010)

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

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
4. 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.
5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
6. 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

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-034.3 Controlling Terms and Conditions (Aug 2011)

The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the Commonwealth. All quotations requested and received from the Contractor are for obtaining firm pricing only. Other terms and conditions or additional terms and conditions included or referenced in the Contractor's quotations, invoices, business forms, or other documentation shall not become part of the parties' agreement and shall be

disregarded by the parties, unenforceable by the Contractor and not binding on the Commonwealth.

V.45 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.46 CONTRACT-037.1a Confidentiality (February 2012)

a. The Contractor agrees to guard the confidentiality of the Commonwealth's confidential information with the same diligence with which it guards its own proprietary information. If the Contractor needs to disclose all or part of project materials to third parties to assist in the work or service performed for the Commonwealth, it may do so only if such third parties sign agreements containing substantially the same provisions as contained in this Section. 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 confidentiality 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.

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

- (1) already known to the recipient at the time of disclosure other than through the contractual relationship;
- (2) independently generated by the recipient and not derived from the information supplied by the disclosing party;
- (3) 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;
- (4) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or

(5) required to be disclosed by the recipient by law, regulation, court order, or other legal process.

c. There shall be no restriction with respect to the use or disclosure of any ideas, concepts, know-how, or data processing techniques developed alone or jointly with the Commonwealth in connection with services provided to the Commonwealth under this Contract.

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-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.49 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.