

**INVITATION TO QUALIFY
DEPARTMENT OF CORRECTIONS
MILK AND DAIRY PRODUCTS
14 – ITQ – MILK AND DAIRY PRODUCTS - 91**

Contract Enrollment Period:

This contract shall have open enrollment and ITQ responses shall be accepted through **December 31, 2018**.

Contract Period:

The contract period will be five (5) years **July 1, 2014 through June 30, 2019**

Contact Person:

Russ Ilgenfritz, Bureau of Administration, 717-728-3919.

Issuing Office:

Pennsylvania Department of Corrections
Bureau of Administration
Attn: Russ Ilgenfritz
1920 Technology
Mechanicsburg, PA 17050
Email: rilgenfrit@pa.gov

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PART I

INSTRUCTIONS FOR COMPLETION OF PROPOSAL SUBMISSION

1. Application Submission: The Vendor's response must be completed on the documents provided and must include the completed Contract Signature Page. All documentation must be returned to the Issuing Office.
2. Completion of the Signature Page: The signature page must be completed in its entirety and signed by an individual authorized to contractually bind the organization. Failure to comply could result in rejection of the ITQ.

All vendors must be registered with the Department of General Services prior to proposal submittal. Vendor's can register at the following website www.vendorregistration.state.pa.us.

Complete the SAP vendor number, vendor's name and address, contact person, vendor telephone number, vendor fax number, vendor email address and the vendor signature blocks.

- a. For Corporations: Only the signature of a senior officer is required. Senior officers include Chairman, President, Vice-President, Senior Vice-President, Executive Vice-President, Assistant Vice-President, Chief Executive officer and Chief Operating Officer.
- b. For Limited Liability Company (LLC); the signature of the Manager or Member is required. No other titles will be accepted unless the Vendor provides proof that the signatory has been delegated signature authority.
- c. For Sole Proprietorships: The signature of the Owner is required. A sole proprietorship doing business as (d/b/a) or trading as (t/a) another name-should indicate such. For example:
John Brown d/b/a or t/a
Brown's Janitorial Service
- d. For Partnerships: The signature of the General Partner is required.

If signature authority has been delegated by any required principal (as cited above) to another official, (i.e., the Office Manager, the Comptroller, the Sales Manager, etc), a copy of the resolution (for corporations) or power of attorney (for Partnerships and Sole Proprietorships) signed by the required principal delegating that signature authority to that specific individual must be provided prior to execution of the contract. For a municipality or an authority, the delegation document must be either a resolution of the governing body or delegation provided by the organization's by-laws.

PART II

INFORMATION REQUIRED FROM VENDORS

1. **Statement of Qualifications:** Vendors must submit properly executed Contract Signature Page.
2. **Mandatory Requirements:** By executing this contract, the Vendor acknowledges the following:
 - a. You have submitted a complete response to this ITQ.
 - b. You have completed and returned **Attachment D, Minimum Qualifications Needed to Respond to Milk and Dairy Products ITQ**
 - c. Your proposal contains the Contract Signature Page with an original signature of an official of your company authorized to bind your company to its provisions and the provisions of the ITQ.
 - d. You agree that the contents of your proposal will become part of a contract entered into as a result of this ITQ and any subsequent RFQs.
 - e. If your firm is selected for receipt of the Request for Quotes (RFQ), you agree to comply with the requirements of the ITQ and to furnish the required Milk and Dairy Products items as specified in this ITQ as **Attachment C, DOC Perishable Milk and Dairy Products Specifications** and subsequent RFQ.
 - f. You agree that your proposal will remain valid during the entire contract period.

PART III

CRITERIA FOR SELECTION

1. **Mandatory Requirements:** DOC will review proposals to determine if each Vendor complies with the Mandatory Requirements found in Part II, Paragraph 2. A Vendor's non-acceptance of or noncompliance with any of these mandatory requirements shall result in the disqualification of the proposal.
2. **Responsible and Responsive:** The Department will evaluate proposals to determine Vendor responsibility.
3. **Award of Contracts:** All responsible and responsive Vendors that have met the Mandatory Requirements found in Part II, Paragraph 2, and that meets the above qualification, will receive a contract and are eligible to receive RFQs.

PART IV

REQUIREMENTS AND PROCEDURES

1. **Purpose:** The purpose of this Invitation to Qualify (ITQ) is to qualify responsible and responsive Vendors (Qualified Vendor) for the procurement of perishable Milk and Dairy Products to the Commonwealth of Pennsylvania (Commonwealth), Department of Corrections (DOC) for various locations through the Commonwealth. DOC locations are identified per **Attachment H, Map of State Correctional Facilities Locations.**

DOC is seeking a vendor(s) who can provide competitive pricing, exceptional performance and a product that consistently meets DOC specifications.

This ITQ will result in a contract that is the first step in a two-step procurement process. Only those Vendors that respond to this ITQ and that the DOC determines to be qualified (Qualified Vendors) will be eligible to participate in the second step.

The second step involves the issuance of Requests for Quotes (RFQ) to the Qualified Vendors. Through this two-step process, DOC will offer Qualified Vendors the opportunity to submit prices for specific needs for Milk and Dairy Products. **The Qualified Vendors selected through the RFQ process (Selected Vendors) will receive a Purchase Order (PO) and will supply the items to meet the specific requirements of DOC as indicated in the RFQ.**

2. **Issuing Office:** This ITQ is issued by DOC. The issuing office is the sole point of contact in DOC for this ITQ. Please refer all inquiries to:

Russ Ilgenfritz
Administrative Officer
Bureau of Administration
Department of Corrections
1920 Technology Parkway
Mechanicsburg, PA 17050
Telephone: 717-728-3919
Email: rilgenfrit@pa.gov

3. **Proposals:** To be considered, a proposal must consist of a complete response using the format provided in Part II of this ITQ. The contract Signature Page must be included with the proposal and have an original signature of an official authorized to bind the bidder to the provisions of the proposal and ITQ. The contents of the proposal of Qualified Vendor and this ITQ will become contractual obligations when the contract is executed. For this ITQ, the proposal, as submitted, must remain valid during the entire execution process.

4. **Security:** All employees of the Vendor are subject to complete background investigations at the discretion of the DOC. The Vendor's employees must complete the security clearance application process and all required training. Since individual security clearances are only valid for a maximum of six (6) months, (and may be issued for shorter periods), it is the responsibility of the Vendor/employee to renew their request for another six (6) month clearance.

The DOC reserves the right to deny any employee of the Vendor access to its facilities, information or to their clients as a result of confidential information obtained during the course of the security clearance process or for violation of DOC policy.

The vendor will be responsible for ensuring that all personnel, equipment, tools, keys and supplies/materials comply with any and all rules, regulations and procedures of the DOC and the individual facilities. Questions should be address to the Business Manager at each institution. The individual institution's rules, regulations and procedures governing the entry and conduct of staff working inside the institution will be made available and explained at the point of entry.

All vendor's personnel entering a correctional institution will be subject to a search of their person and personal items. Such searches may be frisk searches, searches by metal detectors or searches by narcotics detection canines.

All equipment, tools, supplies and materials will be subject to search or inventory at any time. Tools and materials must be carefully controlled at all times and locked when not in use.

Any attempts to introduce contraband, to assist in escape, or to have unauthorized contact with inmates of an institution are prohibited and will be prosecuted under Pennsylvania law. The vendor's personnel are prohibited from bringing into or taking out of the institution any items unless specifically approved. Any interaction between a vendor's employee and an inmate, which would assist the prisoner to escape is a felony and will be prosecuted.

Vendor's personnel may not deliver, receive or otherwise transfer any item (no matter how innocuous) to or from an inmate without express permission of the Superintendent or designee.

Vendor's personnel or representatives are limited to movement to, from and within their assigned work area. No contact is allowed with inmates unless expressly approved.

No person who appears to be under the influence of drugs or alcohol or who is otherwise impaired will be allowed entry into a correctional institution.

The DOC reserved to right to deny entry to anyone who is suspected of a breach of security or for failure to follow published rules, regulations or procedures.

All vendor personnel must be in possession of valid identification with a recent, clear photo in order to enter an institution.

The entrance of vehicles or motorized equipment is discouraged. If this should be necessary, any vehicle left unattended must be locked and they keys must be removed or it should be otherwise rendered inoperable. No vehicle is permitted to exit the security compound until after an institutional count has been completed. Count times vary.

5. **Terms and Conditions:** The Vendor shall comply with **Attachment A, Terms and Conditions.**

6. **Reciprocal Limitations Act Requirements:** The Vendor shall comply with **Attachment B, Reciprocal Limitations Act Requirements, GSPUR-69 and return pages 3 and 4 with the response.**

7. **Addenda to the ITQ:** If it becomes necessary to revise any part of this ITQ, addenda will be posted to the PA eMarketplace website, <http://www.emarketplace.state.pa.us>. It is the Vendor's responsibility to monitor the website for any changes.
8. **Alternate Proposals:** DOC will not accept alternate proposals. Alternate proposals are those that are provided in a form other than that specified by DOC. DOC will not accept proposals wherein a Vendor alters any of the forms provided in the application.
9. **Rejection of Proposals:** DOC reserves the right to reject any and all proposals received as a result of this ITQ.
10. **Incurring Costs:** DOC is not liable for any costs or expenses incurred in the preparation and submission of the proposals.
11. **Proposal Due Date:** This ITQ shall have an open enrollment and proposals may be submitted to the Issuing Office at any time during the open enrollment period.
12. **Definitions:** The following definitions apply to the words and phrases used in this solicitation, unless the text or usage clearly indicates otherwise:
- Cycle:* Four (4) week cycle; 13 cycles per year
- Contract:* The agreement executed as a result of this ITQ.
- Selected Vendor:* The Qualified Vendor(s) selected as a result of the RFQ to furnish Milk and Dairy Products to meet the requirements of DOC locations.
- Vendor:* A vendor that has been qualified to provide Milk and Dairy Products as the result of the ITQ process.
- Fill Rate:* All amounts and items on Purchase Orders must be 100% completed within 24 hours of date and time designated unless prior acceptable documented arrangements have been made with the requesting facility.
- Request for Quotes (RFQ):* A document that describes the institution's required Milk and Dairy Products products. This document provides interested Qualified Vendors with sufficient information to enable them to prepare and submit quotes.
- Vendor Quote:* The price quote provided by the Qualified Vendors for the products, time frame, delivery, etc. as detailed in the RFQ.
- Purchase Order:* The resulting document from the RFQ and Vendor Quote which provides the Vendor the authority to provide the goods.
13. **Orders:** DOC will issue a Purchase Order against the Contract to obtain the Milk and Dairy Products. This order will constitute authority to furnish the goods and must be used when invoicing. Each RFQ and/or Purchase Order will be deemed to incorporate the terms and conditions set forth in this Contract.

13. **Orders:** DOC will issue a Purchase Order against the Contract to obtain the Milk and Dairy Products. This order will constitute authority to furnish the goods and must be used when invoicing. Each RFQ and/or Purchase Order will be deemed to incorporate the terms and conditions set forth in this Contract.

14. **Vendor Duties:** Each Vendor, subject to the terms and conditions set forth in the Contract, the RFQ, and the Purchase Order, shall furnish Milk and Dairy Products.

a) The Vendor shall be paid only for the items as specified in the RFQ and then awarded on the PO issued by DOC.

b) It is understood that prices quoted and awarded are at FOB Destination.

c) Milk and Dairy Products must meet specification requirements as outlined in Part V of the ITQ solicitation. If items are rejected due to noncompliance with specifications, the Vendor shall receive no reimbursement. Product substitution may not be made without the prior approval by the DOC Division of Food Services.

d) If delivery cannot be met, Vendor must contact Food Service Manager or Purchasing Agent at affected institution.

15. **Term:** The Contract shall begin on **July 1, 2014**, the date of the Vendor's receipt of the fully executed contract, and terminate **June 30, 2019**.

16. **Vendor Selection:** Qualified Vendors will be selected for receipt of an RFQ from the list of Qualified Vendors. When DOC requests quotes, all Qualified Vendors will be invited to submit a quote.

17. **Request For Quote (RFQ):** DOC will issue an RFQ which will include, but not be limited to, the item, quantity, delivery location, other special terms, conditions and specifications, and bid response requirements. RFQ's will be issued on an as-needed basis through electronic mail or SAP.

(a) The DOC will issue RFQ's for a minimum requirement of three (3) months.

(b) Response time for RFQ's shall be as identified in the RFQ.

(c) Vendors must respond to each RFQ even with only a "NO BID." Vendors that fail to respond to five (5) successive RFQs shall be removed from the Contract.

(d) RFQs must be signed by an authorized signatory of the company, or if returned, electronically, the electronic submission shall be accepted by the DOC.

18. **Quote/Bid:** Vendors must submit quotes by the date and time specified in each RFQ to be considered for award. All prices are to be submitted in accordance with the PA Milk Marketing Board guidelines and must be prepared and submitted in accordance with the special terms and conditions of the request for quote. Pricing shall be no more than 2 decimal points.

19. **Award:** DOC will issue the selected Vendor a PO. Award will be made to the lowest responsible and responsive Bidder. **The DOC reserves the right to award by item or on a**

total bid basis, whichever is deemed more advantageous to the DOC. Tie bids will be broken by the Issuing Office. The Vendor cannot provide the items until receipt of the fully executed PO.

20. **Protest Procedures:** The protest procedures are set forth on the Department of General Services website at website at <http://www.dgs.state.pa.us/procurement>.

PART V

TECHNICAL REQUIREMENTS FOR PROVIDING MILK AND DAIRY PRODUCTS

1. **Objective:** The intent of this ITQ solicitation is to provide a mechanism which allows the Vendors to provide Milk and Dairy Products to DOC at reduced costs based on actual quantity need for each institution.
2. **Product:** The perishable Milk and Dairy Products, including estimated quantities, are identified in **Attachment F, Basic Milk and Dairy Products Item Usage Estimates.**
3. **Minimum Qualifications Questionnaire:** Vendors must address all of the questions stated in **Attachment D, Minimum Qualifications Needed to Respond to Milk and Dairy Products ITQ** and provide a description of all of the services, resources, capabilities, etc. that will meet DOC's Milk and Dairy Products needs.
4. **Company Capabilities:** Vendors must describe their current infrastructure in the Commonwealth of Pennsylvania and their capability to service either the entire DOC or those institutions specified in their submitted proposal.
5. **Personnel:** Include the number of staff and position held in the company of those that will be providing the Milk and Dairy Products items to DOC. Include where the staff are physically located. Identify any sub-contractors you intend to use and the services they will perform.
6. **Customer Service Team:** The Vendor must provide DOC with a customer service team that will be dedicated to DOC's account. The team must be available at a minimum Monday through Friday from 8:00 am to 5:00 pm. The Vendor must provide a toll-free telephone number, a toll-free facsimile number and an email address to allow DOC to contact the Vendor.
7. **Account Manager:** The Vendor must designate a dedicated account manager that will serve as a main point of contact. The account manager will be, at a minimum available to the Commonwealth from Monday to Friday. The account manager will play an important role in overseeing the Vendor's Customer Service Team and will be responsible for ensuring high quality service, resolving problems and proactively addressing cost savings and optimization opportunities across DOC facilities.
8. **Delivery:**
 - (a) Delivery of Milk and Dairy Products items shall be FOB Destination, freight included to any point.
 - (b) In the event of an emergency, DOC reserves the right to pick up orders at the closest Vendor supply location. DOC will determine what orders are emergency orders.
 - (c) Deliveries shall be Monday through Friday. Specific delivery days and times will be identified by the institution on the RFQ document.
 - (d) Vendor shall be expected to meet the **Fill Rate** on all deliveries unless prior acceptable documented arrangements have been made with the requesting facility.

9. **Orders:** The Vendor must have the ability to accept purchase orders manually or electronically.

(a) The Vendor must notify the ordering institution within 24 hours of receipt of order if an item is not available and the wait time for availability. The institution shall have the right to determine if the wait time is acceptable or go elsewhere for said product.

(b) Each order shall be accompanied with a packing slip referencing the PO number, order date, ship to name and address and any additional information requested in the RFQ document.

10. **Returns:** Any items delivered in poor condition, in excess of amount order, or not meeting specifications may, at the discretion of the DOC ordering institution, be returned at the Vendor's expense. There shall be no restocking fees assessed to DOC.

11. **Invoicing:** The Vendor must provide an invoice that contains the following information: SAP vendor number, purchase order number, purchasing entity, SAP material number, line item description, quantity, item price, extended price. Pricing on invoices must be in accordance with PA Milk Marketing Board pricing. Invoices must come from and payments must go to a single point of contract. The invoice must follow the same line item format as the PO. All invoices shall be submitted to the Comptroller's address as listed on the PO

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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 PA DEPARTMENT OF CORRECTIONS to satisfy a need for 14-ITQ-Milk and Dairy Products-91.

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

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

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

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

I.4 IFB-009.1 Questions (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-011.1A Submission of Bids – Paper Submittal (Dec 12 2006)

- a. Bids are requested for the item(s) described in the Invitation For Bids and all the documents referenced in the form (collectively called the IFB). Bidders must complete and properly sign, in ink, the Invitation For Bids form. Bid prices must be typewritten or in ink. Bids that are priced or signed in pencil will be rejected.
- b. The completed and signed Invitation For Bids form, as well as the other documents required by the IFB (collectively referred to as the "Bid"), shall be enclosed and sealed in an envelope which is clearly marked "Bid" and includes the assigned Bid Invitation Number (Shown on the Invitation For Bids form) and the Bidder's vendor number as well as the bid opening date and time. It is the responsibility of each bidder to ensure that its Bid is received at the return address shown on the Invitation For Bids form ("Bid Opening Room") prior to the date and time set for the opening of bids ("Bid Opening Time"), regardless of method of delivery used. No Bid shall be considered if it arrives at the Bid Opening Room after the Bid Opening Time, regardless of reason for the late arrival. In the event that, due to inclement weather, natural disaster, or other cause, the Commonwealth

offices are officially closed on the date scheduled for Bid opening, the Bid Opening date shall be automatically postponed until the next Commonwealth business day, unless the Bidders are otherwise notified by the Issuing Office. The Bid Opening time shall remain the same.

All envelopes containing Bids should be clearly marked "Bid" and should include the address of the Bid Opening Room (not the agency central processing location), the assigned Collective Number and the Bid Opening Time. Bids that are timely received in the Bid Opening Room prior to the Bid Opening Time shall be opened publicly in the presence of one or more witnesses at the time and place designated in this IFB for the Bid opening.

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

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

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

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

f. Procedures.

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

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

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

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

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

I.8 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.9 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.10 IFB-031.1 Alternates (Oct 2013)

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. If an item or items in the IFB are designated "no substitute," this provision does not apply and no alternate may be proposed by a bidder nor will any alternate be considered by the Issuing Office.

I.11 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.12 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.13 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.

I.14 Submission-001.1 Representations and Authorizations (Oct 2013)

By submitting its proposal, each Offeror understands, represents, and acknowledges that:

A. All of the Offeror's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.

B. The Offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Offeror or potential offeror.

C. The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential offeror for this RFP, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.

D. The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.

E. The Offeror makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

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

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

H. The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.

I. The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal.

J. Each Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.

K. Until the selected Offeror receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity, and the Offeror shall not begin to perform.

PART II - REQUIREMENTS

PART II - REQUIREMENTS

II.1 II-IFB-008.1a Lobbying Certification and Disclosure – Paper 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 in the same sealed envelope with the Bid Response. Commonwealth agencies will not contract with outside firms or individuals to perform lobbying services, regardless of the source of funds.

II.2 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.3 II-IFB-017.1a Reciprocal Limitations Act – Paper 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 in the same sealed envelope with 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 05 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-002.3 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.4 CONTRACT-003.1a Signatures – Contract (Oct 2013)

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 the Contract 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.5 CONTRACT-004.1a Definitions (Oct 2013)

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.6 CONTRACT-005.1b Agency Purchase Orders (Oct 2013)

The Agency 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.

The Commonwealth and the Contractor specifically agree as follows:

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 Purchase 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 Purchase 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 ten thousand dollars (\$10,000) 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.7 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.8 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.9 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.10 CONTRACT-007.3 Prior Notice (Oct 2006)

The Contractor is required to notify the Commonwealth Delivery Location when shipment is to be made in order that a Commonwealth representative may be present to receive the Contract Item(s) when they are delivered.

V.11 CONTRACT-007.11 Pallets (Oct 2006)

All materials delivered under this Contract must be delivered on non-returnable wooden pallets so that they can be unloaded using a forklift. The total height of the palletted materials (including the height of the pallet) must not exceed 52 inches. Each carton in the pallet must have the commodity code and purchase order number on the outside of the carton. A packing slip must accompany each shipment.

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

The Contractor warrants that all items furnished and all services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials. Unless otherwise stated in the Contract, all items are warranted for a period of one year following delivery by the Contractor and acceptance by the

Commonwealth. The Contractor shall repair, replace or otherwise correct any problem with the delivered item. When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to the Commonwealth.

V.13 CONTRACT-009.1c Patent, Copyright, and Trademark Indemnity (Oct 2013)

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

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

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

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

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

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

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

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

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

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

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

No item(s) received by the Commonwealth shall be deemed accepted until the Commonwealth has had a reasonable

opportunity to inspect the item(s). Any item(s) which is discovered to be defective or fails to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the item(s) or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. It shall thereupon become the duty of the Contractor to remove rejected item(s) from the premises without expense to the Commonwealth within fifteen (15) days after notification. Rejected item(s) left longer than fifteen (15) days will be regarded as abandoned, and the Commonwealth shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale which represents the Commonwealth's costs and expenses in regard to the storage and sale of the item(s). Upon notice of rejection, the Contractor shall immediately replace all such rejected item(s) with others conforming to the specifications and which are not defective. If the Contractor fails, neglects or refuses to do so, the Commonwealth shall then have the right to procure a corresponding quantity of such item(s), and deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price stated in the Contract and the cost thereof to the Commonwealth.

V.16 CONTRACT-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.17 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.18 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.19 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.20 CONTRACT-014.1 Post-Consumer Recycled Content (Oct 2013)

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 by the Environmental Protection Agency in its Comprehensive Procurement Guidelines, which can be found at <http://www.epa.gov/epawaste/consERVE/tools/cpg/index.htm> .

V.21 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.22 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.23 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.24 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.25 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.26 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.27 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.28 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.29 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.30 CONTRACT-021.1 Default (Oct 2013)

- 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 ensure 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.31 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.32 CONTRACT-023.1a Termination Provisions (Oct 2013)

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 from 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 the 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.33 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.34 CONTRACT-025.1 Assignability and Subcontracting (Oct 2013)

- 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.35 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.36 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (July 2012)

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 Small Business Opportunities (BSBO), 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.37 CONTRACT-028.1 Contractor Integrity Provisions (Oct 2013)

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.

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.

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.38 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
FAX No: (717) 787-9138

V.39 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.40 CONTRACT-031.1 Hazardous Substances (Oct 2013)

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 ensure 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.41 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.42 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.43 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.44 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.45 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.46 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.47 CONTRACT-037.1a Confidentiality (Oct 2013)

(a) The Contractor agrees to protect the confidentiality of the Commonwealth's confidential information. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party (notice may be communicated by describing the information, and the specifications around its use or disclosure, in the SOW). Neither party may assert that information owned by the other party is such party's confidential information. The parties agree that such confidential information shall not be copied, in whole or in part, or used or disclosed except when essential for authorized activities under this Contract and, in the case of disclosure, where the recipient of the confidential information has agreed to be bound by confidentiality requirements no less restrictive than those set forth herein. Each copy of such confidential information shall be marked by the party making the copy with any 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, and which will remain subject to this Contract's security, privacy, data retention/destruction and confidentiality provisions (all of which shall survive the expiration of this Contract). 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 pursuant to the DEFAULT provision of this Contract, in addition to other remedies available to the non-breaching party.

(b) Insofar as information is not otherwise protected by law or regulation, 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 by 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 law, regulation, court order, or other legal process.

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.

(c) The Contractor shall use the following process when submitting information to the Commonwealth it believes to be confidential and/or proprietary information or trade secrets:

- (1) Prepare an un-redacted version of the appropriate document, and
- (2) Prepare a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret, and
- (3) Prepare a signed written statement that states:
 - (i) the attached document contains confidential or proprietary information or trade secrets;
 - (ii) the Contractor is submitting the document in both redacted and un-redacted format in accordance with 65 P.S. § 67.707(b); and
 - (iii) the Contractor is requesting that the document be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.
- (4) Submit the two documents along with the signed written statement to the Commonwealth.

V.48 CONTRACT-045.1 Insurance - General (Dec 12 2006)

The Contractor is required to have in place during the term of the Contract and any renewals or extensions thereof, the following types of insurance, issued by companies acceptable to the Commonwealth and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:

- A. **Worker's Compensation Insurance** for all of the Contractor's employees and those of any subcontractor, engaged in work at the site of the project as required by law.
- B. **Public Liability and Property Damage Insurance** to protect the Commonwealth, the Contractor, and any and all subcontractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death and damage to property including the loss of use resulting from any property damage, which may arise from the activities performed under the Contract or the failure to perform under the Contract, whether such performance or non-performance be by the Contractor, by any subcontractor, or by anyone directly or indirectly employed by either. The minimum amounts of coverage shall be \$250,000 per person and \$1,000,000 per occurrence for bodily injury, including death, and \$250,000 per person and \$1,000,000 per occurrence for property damage. Such policies shall be occurrence rather than claims-made policies and shall not contain any endorsements or any other form designated to limit and restrict any action by the Commonwealth, as an additional insured, against the insurance coverage in regard to work performed for the Commonwealth.

Prior to commencement of the work under the Contract and at each insurance renewal date during the term of the Contract, the Contractor shall provide the Commonwealth with current certificates of insurance. These certificates or policies shall name the Commonwealth as an additional insured and shall contain a provision that the coverage's afforded under the policies will not be cancelled or changed until at least thirty (30) days written notice has been given to the Commonwealth.

The Commonwealth shall be under no obligation to obtain such certificates from the Contractor(s). Failure by the Commonwealth to obtain the certificates shall not be deemed a waiver of the Contractor's obligation to obtain and furnish certificates. The Commonwealth shall have the right to inspect the original insurance policies.

V.49 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.50 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, teletype, 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.51 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.

RECIPROCAL LIMITATIONS ACT REQUIREMENTS

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

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

I. REQUIREMENTS

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

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

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

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

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

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

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

STATE	PREFERENCE
1. Alaska	5% (supplies only)
2. Arizona	5% (construction materials from Arizona resident dealers only)
3. California	5% (for supply contracts only in excess of \$100,000.00)
4. Connecticut	10% (for supplies only)
5. Montana	3%
6. New Mexico	5% (for supplies only)
7. South Carolina	2% (under \$2,500,000.00) 1% (over \$2,500,000.00)
	This preference does not apply to construction contracts nor where the price of a single unit exceeds \$10,000.
8. West Virginia	2.5% (for the construction, repair or improvement of any buildings)
9. Wyoming	5%

STATE	PROHIBITION
1. New Jersey	For supply procurements or construction projects restricted to Department of General Services Certified Small Businesses, New Jersey bidders shall be excluded from award even if they themselves are Department of General Services Certified Small Businesses.

D. The Reciprocal Limitations Act also requires the Commonwealth not to specify, use or purchase supplies which are produced, manufactured, mined or grown in any state that prohibits the specification for, use, or purchase of such items in or on its public buildings or other works, when such items are not produced, manufactured, mined or grown in such state. The following is a list of the states which have been found by the Department of General Services to have prohibited the use of out-of-state supplies:

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

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

II. CALCULATION OF PREFERENCE

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

THIS FORM MUST BE COMPLETED AND RETURNED WITH THE BID

III. STATE OF MANUFACTURE

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

ITEM NUMBER	NAME OF MANUFACTURER	STATE (OR FOREIGN COUNTRY) OF MANUFACTURE

IV. BIDDER'S RESIDENCY

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

Correct Address: _____

- B.** In order to claim the preference provided under Section I.B., Pennsylvania resident bidders must complete the following or have such information on file with the Issuing Office:
1. Address of bidder's bona fide establishment in Pennsylvania at which it was transacting business on the date when bids for this contract/requisition were first solicited: _____
 2. **a.** If the bidder is a corporation:
 - (1) The corporation is or is not incorporated under the laws of the Commonwealth of Pennsylvania.
 - (a) If the bidder is incorporated under the laws of the Commonwealth of Pennsylvania, provide date of incorporation: _____
 - (b) If the bidder is not incorporated under the laws of the Commonwealth of Pennsylvania, it must have a certificate of authority to do business in the Commonwealth of Pennsylvania from the Pennsylvania Department of State as required by the Pennsylvania Business Corporation Law (15 P.S. §2001). Provide date of issuance of certificate of authority: _____
 - (2) The corporation is or is not conducting business in Pennsylvania under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, it must register the fictitious name with the Secretary of the Commonwealth and the office of the prothonotary of the county wherein the registered office of such corporation is located as required by the Fictitious Corporate Name Act, as amended 15 P.S. §51 et seq. Corporate bidders conducting business under an assumed or fictitious name must provide date of registry of the assumed or fictitious name: _____
 - b.** If the bidder is a partnership:
 - (1) The partnership is or is not conducting business in Pennsylvania under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, it must file with the Secretary of the Commonwealth and the office of the prothonotary the county wherein the principal place of business is located as required by the Fictitious Name Act of May 24, 1945, P.L. 967, as amended 54 P.S. §28.1. Partnerships conducting business under an assumed or fictitious name must provide the date of filing of the assumed or fictitious name with the Secretary of the Commonwealth: _____
 - (2) The partnership is or is not a limited partnership formed under the laws of any jurisdiction other than the Commonwealth of Pennsylvania. If the bidder is an Out-of-state limited partnership, it must register with the Pennsylvania Department of State as required by the Act of July 10, 1981, P.L. 237, as amended, 59 Pa. C.S.A. §503. Out-of-state limited partnerships must provide the date of registry with the Pennsylvania Department of State: _____
 - c.** If the bidder is an individual:

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

ATTACHMENT C

DOC PERISHABLE MILK AND DAIRY PRODUCT SPECIFICATIONS DOC STANDARD MILK SPECIFICATIONS

325774 Beverage, Milk 1% ½ PT- pasteurized, homogenized Grade A liquid cow's milk, Kosher, containing 1% milk fat and not less than 8.25% solids-not-fats. Fortified with at least 2,000 IU vitamin A and at least 400 IU vitamin D per quart. Shall comply with all applicable Federal regulations including those contained in the Food and Drug Administration's Standards of Identity for Milk (21 CFR Part 131), manufacturing practices (21 CFR Part 110) and Nutrient content claims (21 CFR 101.62) Shall comply with State and local laws, regulations or requirements for shelf life and age requirements. Acceptable pack size: ½ pint (8 ounces) commercially acceptable containers. Shall be either marked Kosher or accompanied by a letter certifying Kosher. During Passover, must be Kosher for Passover.

276368 Beverage, Milk Bulk 1%- pasteurized, homogenized Grade A liquid cow's milk, Kosher, containing 1% milk fat and not less than 8.25% solids-not-fats. Fortified with at least 2,000 IU vitamin A and at least 400 IU vitamin D per quart. Shall comply with all applicable Federal regulations including those contained in the Food and Drug Administration's Standard of Identity for Milk (21 CFR Part 131) manufacturing practices (21 CFR Part 110) and Nutrient content claims (21 CFR 101.62) Shall comply with State and local laws, regulations or requirements for shelf life and age requirements. Acceptable pack size 5 gallon sealed poly containers with integral dispensing tubes. Shall be either marked Kosher or accompanied by a letter certifying Kosher.

206648 Beverage, Milk, Skim, ½ Pint- pasteurized, homogenized Grade A liquid cow's milk, Kosher, containing less than 0.5% milk fat and not less than 8.25% solids-not-fats. Fortified with at least 2,000 IU vitamin A and at least 400 IU vitamin D per quart. Shall comply with all applicable Federal regulations including those contained in the Food and Drug Administration's Standard of Identity for Milk (21 CFR Part 131) manufacturing practices (21 CFR Part 110) and Nutrient content claims (21 CFR 101.62) Shall comply with State and local laws, regulations or requirements for shelf life and age requirements. Packaged in ½ pint (8 ounces) commercially acceptable containers. Shall be either marked Kosher or accompanied by a letter certifying Kosher.

276347 Beverage, Milk, Skim, Bulk, 5 GAL Bag - pasteurized, homogenized Grade A liquid cow's milk, Kosher, containing less than 0.5% milk fat and not less than 8.25% solids-not-fats. Fortified with at least 2,000 IU vitamin A and at least 400 IU vitamin D per quart. Shall comply with all applicable Federal regulations including those contained in the Food and Drug Administration's Standard of Identity for Milk (21 CFR Part 131) manufacturing practices (21 CFR Part 110) and Nutrient content claims (21 CFR 101.62) Shall comply with State and local laws, regulations or requirements for shelf life and age requirements. Packaged in 5 gallon sealed poly containers with integral dispensing tubes. Shall be either marked Kosher or accompanied by a letter certifying Kosher.

320084 Beverage, Milk, Chocolate, 1%, ½ Pint- pasteurized, homogenized Grade A, chocolate flavored liquid cow's milk, containing 1% milk fat and not less than 8.25% solids-not-fats. Fortified with at least 2,000 IU vitamin A and at least 400 IU vitamin D per quart. Shall comply with all applicable Federal regulations including those contained in the Food and Drug Administration's Standards of Identity for Milk (21 CFR Part 131), manufacturing practices (21 CFR Part 110) and Nutrient content claims (21 CFR 101.62) Shall comply with State and local laws, regulations or requirements for shelf life and age requirements. Acceptable pack size: ½ pint (8 ounces) commercially acceptable containers.

326289 Beverage, Milk, Chocolate, Non-Fat, Bulk - pasteurized, homogenized Grade A liquid cow's milk, Kosher, containing less than 1% milk fat and not less than 8.25% solids-not-fats. Fortified with at least 2,000 IU vitamin A and at least 400 IU vitamin D per quart. Shall comply with all applicable Federal regulations including those contained in the Food and Drug Administration's Standard of Identity for Milk (21 CFR Part 131) manufacturing practices (21 CFR Part 110) and Nutrient content claims (21 CFR 101.62) Shall comply with State and local laws, regulations or requirements for shelf life and age requirements. Acceptable pack size 5 gallon sealed poly containers with integral dispensing tubes.

320085 Beverage, Milk, Chocolate, 1%, Bulk- pasteurized, homogenized Grade A liquid cow's milk, Kosher, containing 1% milk fat and not less than 8.25% solids-not-fats. Fortified with at least 2,000 IU vitamin A and at least 400 IU vitamin D per quart. Shall comply with all applicable Federal regulations including those contained in the Food and Drug Administration's Standard of Identity for Milk (21 CFR Part 131) manufacturing practices (21 CFR Part 110) and Nutrient content claims (21 CFR 101.62) Shall comply with State and local laws, regulations or requirements for shelf life and age requirements. Acceptable pack size 5 gallon sealed poly containers with integral dispensing tubes.

326288 Beverage, Milk, Chocolate, Non-Fat, ½ Pint - pasteurized, homogenized Grade A, chocolate flavored liquid cow's milk, containing less than 1% milk fat and not less than 8.25% solids-not-fats. Fortified with at least 2,000 IU vitamin A and at least 400 IU vitamin D per quart. Shall comply with all applicable Federal regulations including those contained in the Food and Drug Administration's Standards of Identity for Milk (21 CFR Part 131), manufacturing practices (21 CFR Part 110) and Nutrient content claims (21 CFR 101.62) Shall comply with State and local laws, regulations or requirements for shelf life and age requirements. Acceptable pack size: ½ pint (8 ounces) commercially acceptable containers.

320086 Dairy, Sour Cream, LF, 5 LB-CNT- Shall comply with regulations included in with all applicable Federal regulations including those contained in the Food and Drug Administration's Standard of Identity for 21CFR part 131.160 for sour cream; 21CFR part 101.56 for nutrient claims for fat and 21CFR part 130.10 for foods named by use of a nutrient content claim and standardized term. Shall contain 3 grams or less of fat per 50 grams of product and 6.0 percent or less of total fat. Shall have at least a 30 day shelf life from date of delivery. Acceptable pack size: Bulk; 5 lb commercially acceptable container.

292059 Cottage Cheese, Reduced Fat – Cottage cheese, Grade A, pasteurized, Kosher. Shall comply with regulations included in with all applicable Federal regulations including those contained in the Food and Drug Administration's Standard of Identity for 21CFR part 133.128 for cottage cheese; 21CFR part 101.62 for nutrient claims for fat and 21CFR part 130.10 for foods named by use of a nutrient content claim and standardized term. Containing between 0.5% and 2% milk fat and not more than 80% moisture. Shall have a shelf life of at least 21 days from date of delivery. Shall either be marked Kosher or accompanied by a letter certifying Kosher. During Passover, must be Kosher for Passover. Acceptable pack size: Bulk; 5 lb commercially acceptable containers.

ATTACHMENT D

MINIMUM QUALIFICATIONS TO RESPOND TO MILK PRODUCTS ITQ

Non-acceptance of or noncompliance with any minimum qualification, or modification of, or the placing of conditions on acceptance or compliance with any of the minimum qualifications, in whole or in part, may result in disqualification.

All the questions listed below must be answered. In the event of a “No” answer to any question, please accept our appreciation for your interest, and understand that, since CWOPA requires a minimum level of qualification, your proposal may be deemed non-responsive.

This document applies to items listed in the ITQ. Please check all of the items that you will be interested in supplying.

Please supply the case amounts

- | | |
|--|--------------------|
| <input type="checkbox"/> Item 1 – 325774 (Beverage, Milk 1% ½ PT) | _____ pints per cs |
| <input type="checkbox"/> Item 2 – 276368 (Beverage, Milk Bulk 1%) | |
| <input type="checkbox"/> Item 3 - 326289 (Beverage, Milk Chocolate, Non-Fat Bulk) | |
| <input type="checkbox"/> Item 4 – 206648 (Beverage, Milk, Skim, ½ Pint) | _____ pints per cs |
| <input type="checkbox"/> Item 5 – 276347 (Beverage, Milk, Skim, Bulk, 5GAL Bag) | |
| <input type="checkbox"/> Item 6 – 320084 (Beverage, Milk, Chocolate, 1%, ½ Pint) | _____ pints per cs |
| <input type="checkbox"/> Item 7 – 320085 (Beverage, Milk, Chocolate, 1%, Bulk) | |
| <input type="checkbox"/> Item 8 – 326288 (Beverage, Milk Chocolate, Non-Fat, ½ Pint) | _____ pints per cs |
| <input type="checkbox"/> Item 9 – 292059 (Cottage Cheese, Reduced Fat) | |
| <input type="checkbox"/> Item 10 – 320086 (Dairy, Sour Cream, LF, 5LB-CNT) | |

CHECK “YES” TO ACCEPT or CHECK “NO” TO REJECT.

Yes No

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | 1. Do you agree to provide milk products to the Department of Corrections as listed in Attachment H? |
| <input type="checkbox"/> | <input type="checkbox"/> | 2. Do you agree to provide a dedicated Customer Service Team as described in Part V - 6 of the ITQ? |
| <input type="checkbox"/> | <input type="checkbox"/> | 3. Do you agree to provide a dedicated Account Manager that will perform the duties described in Part V - 7 of the ITQ? |
| <input type="checkbox"/> | <input type="checkbox"/> | 4. Do you agree to ship all milk products FOB Destination, and in accordance with the delivery timeframe set forth in Part V – 8 of the ITQ? |
| <input type="checkbox"/> | <input type="checkbox"/> | 5. Do you agree to provide quality milk and dairy products according to the DOC Specifications as described in Attachment C? |
| <input type="checkbox"/> | <input type="checkbox"/> | 6. Do you agree to provide quality milk and dairy products without making product substitutions without prior approval to do so from DOC? |
| <input type="checkbox"/> | <input type="checkbox"/> | 7. Do you agree to maintain Order Fill Rates as described in Part V – 8 d of the ITQ? |
| <input type="checkbox"/> | <input type="checkbox"/> | 8. Do you agree to the Ordering parameters set forth in Part V – 8 of the ITQ? |
| <input type="checkbox"/> | <input type="checkbox"/> | 9. Do you agree to the Returns parameters set forth in Part V – 10 of the ITQ? |
| <input type="checkbox"/> | <input type="checkbox"/> | 10. Do you agree to the Invoicing parameters set forth in Part V – 11 of the ITQ? |
| <input type="checkbox"/> | <input type="checkbox"/> | 11. Do you have a Disaster Recovery Plan in place? If so, describe details. |
| <input type="checkbox"/> | <input type="checkbox"/> | 12. Upon checking this yes box you are agreeing to all of the Milk and Dairy Products special instructions and conditions as outlined in this ITQ and all of the Attachments. |

Check the institutions to which you will be able to supply Milk and Dairy products

- | | |
|--|---|
| <input type="checkbox"/> SCI Albion | <input type="checkbox"/> SCI Laurel Highlands |
| <input type="checkbox"/> SCI Benner Twp. | <input type="checkbox"/> SCI Mahanoy |
| <input type="checkbox"/> SCI Cambridge Springs | <input type="checkbox"/> SCI Mercer |
| <input type="checkbox"/> SCI Camp Hill | <input type="checkbox"/> SCI Muncy |
| <input type="checkbox"/> SCI Chester | <input type="checkbox"/> SCI Pine Grove |
| <input type="checkbox"/> SCI Coal Township | <input type="checkbox"/> SCI Pittsburgh |
| <input type="checkbox"/> SCI Dallas | <input type="checkbox"/> SCI Retreat |
| <input type="checkbox"/> SCI Fayette | <input type="checkbox"/> SCI Rockview |
| <input type="checkbox"/> SCI Forest | <input type="checkbox"/> SCI Smithfield |
| <input type="checkbox"/> SCI Frackville | <input type="checkbox"/> SCI Somerset |
| <input type="checkbox"/> SCI Graterford | <input type="checkbox"/> SCI Waymart |
| <input type="checkbox"/> SCI Greene | <input type="checkbox"/> Elizabethtown Training Academy |
| <input type="checkbox"/> SCI Houtzdale | <input type="checkbox"/> Quehanna Boot Camp |
| <input type="checkbox"/> SCI Huntingdon | |

ATTACHMENT E

Region	Name of Institution	Institution Population	Institution Address			
			Street Address (No P.O. Boxes)	PO Box	City	Zip Code
1	SCI - Coal Township	2410	1 Kelly Drive		Shamokin, PA	17866-1020
1	SCI - Dallas	2834	1000 Follies Road		Dallas, PA	18612
1	SCI - Frackville	1844	1111 Altamont Blvd.		Frackville, PA	17931-2699
1	SCI - Mahanoy	2920	301 Morea Road	P. O. Box 491	Frackville, PA	17932
1	SCI - Muncy	1728	R. D. 3, Route 405	P. O. Box 180	Muncy, PA	17756
1	SCI - Retreat	1272	660 State Route 11		Hunlock Creek, PA	18621-9580
1	SCI - Waymart	2012	Route 6	P. O. Box 256	Waymart, PA	18472-0256
2	SCI - Camp Hill	3633	2500 Lisburn Road	P. O. Box 8837	Camp Hill, PA	17001-8837
2	SCI - Chester	1594	500 E. 4th Street		Chester, PA	19013
2	Elizabethtown Training Academy	67	1451 N. Market Street		Elizabethtown, PA	17022-1299
2	SCI - Graterford	4160	Route 29	P. O. Box 246	Graterford, PA	19426
3	SCI - Benner Twp.		301 Institution Drive		Bellefonte, PA	16823
3	SCI - Houtzdale	2886	209 Institution Drive		Houtzdale, PA	16698-1000
3	SCI - Huntingdon	2886	1100 Pike Street		Huntingdon, PA	16654-1112
3	SCI - Pine Grove	1314	189 Fyock Road		Indiana, PA	15701
3	Quehanna Motivational Boot Camp	650	4395 Quehanna Highway		Karthaus, PA	16845
3	SCI - Rockview	2802	1 Rockview Place	Box A	Bellefonte, PA	16823-0820
3	SCI - Smithfield	1734	1120 Pike Street	P. O. Box 999	Huntingdon, PA	16652
4	SCI - Fayette	2477	50 Overlook Drive		LaBelle, PA	15450-1050
4	SCI - Greene	2290	169 Progress Drive		Waynesburg, PA	15370-2902
4	SCI - Laurel Highlands	1460	5706 Glades Pike	P. O. Box 631	Somerset, PA	15501-0631
4	SCI - Pittsburgh	1168	3001 Beaver Avenue		Pittsburgh, PA	15233-0901
4	SCI - Somerset	2915	1590 Walters Mill Road		Somerset, PA	15510-0001
5	SCI - Albion	2944	10745 Route 18		Albion, PA	16475
5	SCI - Cambridge Springs	2646	451 Fullerton Avenue		Cambridge Springs, PA	16403-1229
5	SCI - Forest	2766	1 Woodland Drive	P.O. Box 307	Marienville, PA	16239-0307
5	SCI - Mercer	1750	801 Butler Pike		Mercer, PA	16150

PO Overview

Business area	PO Item	Query Technici	YZBBP_MP01_	Purchasing doc. I	JECPOJ, JUB, JZCPOJ
Calendar day	PO Num	Changed At	7/21/2013 23:41	Item Category	JText
Cal. year / month	Product	Status of Data	1/28/2014 04:39:43		
Contract Item Num	Purch. C	Current User	P00126662		
Goods Recipient	Purchat	Last Refreshed	1/28/2014 09:50:21		
Material	Purchat	Cal. year / mor	01/2013..12/2013		
MBE WBE VBE I	Region	Business Area	11		
MBE WBE VBE f	Reques	Plant (Selector)	Empty Demarcation		
MBE WBE VBE \	Transac	Vendor numbe	Empty Demarcation		
Plant	Vendor	Material group	Empty Demarcation		
	Key Fig	Material (Selec	BEVERAGE,MILK,1%,1/2 PT, BEVERAGE,MILK,1%,		
		Purchasing grc	Empty Demarcation		

PO Qty, PO Value

Cal. year / month	Plant	Material	PO Number	PO Qty	PO Value
01/2013	1141	206648	BEVERAGE, MILK, SKIM, 1/2 PINT	4500701717	600.0 EA \$ 156.00
		325774	BEVERAGE,MILK,1%,1/2 PT	4500701717	20,672.0 EA \$ 5,374.72
		Result			21,272.0 EA \$ 5,530.72
	1143	276368	BEVERAGE,MILK,1%, BULK	4500700973	60.0 EA \$ 1,029.00
		320084	BEVERAGE, MILK, CHOCOLATE, 1%,1/2 PINT	4500700973	4,000.0 EA \$ 1,000.00
		325774	BEVERAGE,MILK,1%,1/2 PT	4500700973	30,800.0 EA \$ 7,084.00
		Result			34,860.0 EA \$ 9,113.00
	1144	292059	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	4500701715	24.0 EA \$ 184.80
	1148	276368	BEVERAGE,MILK,1%, BULK	4500701290	60.0 EA \$ 1,029.00
		292059	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	4500701838	80.0 EA \$ 920.00
	325774	BEVERAGE,MILK,1%,1/2 PT	4500701290	140,000.0 EA \$ 32,200.00	
	326288	BEVERAGE,MILK,CHOC, NON-FAT, 1/2 PINT	4500701290	6,000.0 EA \$ 1,440.00	
	Result			146,140.0 EA \$ 35,589.00	
1155	292059	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	4500700097	40.0 EA \$ 250.00	
	Result			202,336.0 EA \$ 50,667.52	
02/2013	1141	206648	BEVERAGE, MILK, SKIM, 1/2 PINT	4500705830	600.0 EA \$ 156.00
		292059	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	4500705830	20.0 EA \$ 170.00
		325774	BEVERAGE,MILK,1%,1/2 PT	4500705830	20,667.0 EA \$ 5,373.42
		Result			21,287.0 EA \$ 5,699.42
	1143	276368	BEVERAGE,MILK,1%, BULK	4500705663	57.0 EA \$ 1,022.01
		320084	BEVERAGE, MILK, CHOCOLATE, 1%,1/2 PINT	4500705663	4,000.0 EA \$ 1,000.00
		325774	BEVERAGE,MILK,1%,1/2 PT	4500705663	34,000.0 EA \$ 8,160.00
		Result			38,057.0 EA \$ 10,182.01
	1148	276368	BEVERAGE,MILK,1%, BULK	4500705579	60.0 EA \$ 1,207.80
		292059	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	4500705613	80.0 EA \$ 672.00
	325774	BEVERAGE,MILK,1%,1/2 PT	4500705579	140,000.0 EA \$ 32,200.00	
	326288	BEVERAGE,MILK,CHOC, NON-FAT, 1/2 PINT	4500705579	6,000.0 EA \$ 1,380.00	
	Result			146,140.0 EA \$ 35,459.80	
03/2013	1149	206648	BEVERAGE, MILK, SKIM, 1/2 PINT	4500705535	13,000.0 EA \$ 3,120.00
		325774	BEVERAGE,MILK,1%,1/2 PT	4500705535	203,600.0 EA \$ 50,900.00
		Result			216,600.0 EA \$ 54,020.00
	1151	276368	BEVERAGE,MILK,1%, BULK	4500706216	1,394.0 EA \$ 32,745.06
		325774	BEVERAGE,MILK,1%,1/2 PT	4500706216	218,400.0 EA \$ 58,968.00
		Result			219,794.0 EA \$ 91,713.06
	1159	276368	BEVERAGE,MILK,1%, BULK	4500706252	72.0 EA \$ 1,735.92
		320085	BEVERAGE,MILK,CHOCOLATE,1%,BULK	4500706252	50.0 BAG \$ 1,254.00
		325774	BEVERAGE,MILK,1%,1/2 PT	4500706252	46,250.0 EA \$ 12,950.00
		Result			46,372.0 * \$ 15,939.92
	Result			688,250.0 * \$ 213,014.21	
03/2013	1141	206648	BEVERAGE, MILK, SKIM, 1/2 PINT	4500709517	750.0 EA \$ 187.50
		325774	BEVERAGE,MILK,1%,1/2 PT	4500709517	23,256.0 EA \$ 6,046.56
		Result			24,006.0 EA \$ 6,234.06
	1142	292059	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	4500708477	248.0 EA \$ 1,798.00
		325774	BEVERAGE,MILK,1%,1/2 PT	4500708372	379,484.0 EA \$ 98,665.84
		326288	BEVERAGE,MILK,CHOC, NON-FAT, 1/2 PINT	4500708372	78,000.0 EA \$ 21,060.00
		Result			457,732.0 EA \$ 121,523.84

1143	276368	BEVERAGE,MILK,1%, BULK	4500709649	60.0 EA	\$ 1,203.00
	320084	BEVERAGE, MILK, CHOCOLATE, 1%,1/2 PINT	4500709649	4,000.0 EA	\$ 920.00
	320086	DAIRY, SOUR CREAM, LF, 5LB-CNT	4500709649	80.0 EA	\$ 428.00
	325774	BEVERAGE,MILK,1%,1/2 PT	35,300.0 EA	\$ 8,119.00	
	Result		39,440.0 EA	\$ 10,670.00	
1145	276368	BEVERAGE,MILK,1%, BULK	4500708193	80.0 EA	\$ 1,520.00
	325774	BEVERAGE,MILK,1%,1/2 PT	29,760.0 EA	\$ 8,928.00	
	Result		29,840.0 EA	\$ 10,448.00	
1148	276368	BEVERAGE,MILK,1%, BULK	4500709727	75.0 EA	\$ 1,253.25
	292059	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	4500709727	80.0 EA	\$ 484.00
	325774	BEVERAGE,MILK,1%,1/2 PT	161,500.0 EA	\$ 37,145.00	
	326288	BEVERAGE,MILK,CHOC, NON-FAT, 1/2 PINT	6,000.0 EA	\$ 1,380.00	
	Result		167,655.0 EA	\$ 40,262.25	
1150	276368	BEVERAGE,MILK,1%, BULK	4500707068	86.0 EA	\$ 1,806.00
	320085	BEVERAGE,MILK,CHOCOLATE,1%,BULK	4500707068	24.0 BAG	\$ 504.00
	325774	BEVERAGE,MILK,1%,1/2 PT	31,896.0 EA	\$ 9,568.80	
	Result		32,006.0 *	\$ 11,878.80	
1151	292059	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	4500707434	180.0 EA	\$ 1,170.00
1152	276368	BEVERAGE,MILK,1%, BULK	4500706797	1,040.0 EA	\$ 19,583.20
	292059	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	4500707381	130.0 EA	\$ 845.00
	320085	BEVERAGE,MILK,CHOCOLATE,1%,BULK	4500706797	65.0 BAG	\$ 1,282.45
	325774	BEVERAGE,MILK,1%,1/2 PT	191,250.0 EA	\$ 43,987.50	
	326288	BEVERAGE,MILK,CHOC, NON-FAT, 1/2 PINT	4500706797	2,300.0 EA	\$ 529.00
	Result		194,785.0 *	\$ 66,227.15	
1153	276368	BEVERAGE,MILK,1%, BULK	4500708027	840.0 EA	\$ 17,640.00
	292059	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	4500709272	260.0 EA	\$ 1,599.00
	320085	BEVERAGE,MILK,CHOCOLATE,1%,BULK	4500708027	39.0 BAG	\$ 858.00
	325774	BEVERAGE,MILK,1%,1/2 PT	143,000.0 EA	\$ 41,470.00	
	Result		144,139.0 *	\$ 61,567.00	
1155	276368	BEVERAGE,MILK,1%, BULK	4500709802	143.0 EA	\$ 2,840.53
	292059	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	4500710084	92.0 EA	\$ 754.40
	320084	BEVERAGE, MILK, CHOCOLATE, 1%,1/2 PINT	4500709802	4,800.0 EA	\$ 1,360.00
	320085	BEVERAGE,MILK,CHOCOLATE,1%,BULK	104.0 BAG	\$ 2,154.96	
	325774	BEVERAGE,MILK,1%,1/2 PT	111,800.0 EA	\$ 30,530.00	
	Result		116,939.0 *	\$ 37,639.89	
1156	206648	BEVERAGE, MILK, SKIM, 1/2 PINT	4500707958	4,550.0 EA	\$ 955.50
	276368	BEVERAGE,MILK,1%, BULK	4500707958	220.0 EA	\$ 3,256.00
	320084	BEVERAGE, MILK, CHOCOLATE, 1%,1/2 PINT	4500707958	9,000.0 EA	\$ 2,070.00
	320086	DAIRY, SOUR CREAM, LF, 5LB-CNT	4500707958	52.0 EA	\$ 220.48
	325774	BEVERAGE,MILK,1%,1/2 PT	117,000.0 EA	\$ 25,740.00	
	Result		130,822.0 EA	\$ 32,241.98	
1158	276347	BEVERAGE,MILK,SKIM,BULK,5GAL/BAG	4500707352	65.0 EA	\$ 1,145.95
	276368	BEVERAGE,MILK,1%, BULK	4500707352	322.0 EA	\$ 5,850.74
	292059	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	4500709339	200.0 EA	\$ 1,280.00
	325774	BEVERAGE,MILK,1%,1/2 PT	171,000.0 EA	\$ 42,750.00	
	326289	BEVERAGE, MILK, CHOCOLATE, NON-FAT, BULK	4500707352	92.0 EA	\$ 1,759.96
	Result		171,679.0 EA	\$ 52,786.65	
1159	292059	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	4500707470	60.0 EA	\$ 390.00
1161	206648	BEVERAGE, MILK, SKIM, 1/2 PINT	4500708446	1,818.0 EA	\$ 399.96
	276368	BEVERAGE,MILK,1%, BULK	4500708379	494.0 EA	\$ 9,230.60
	325774	BEVERAGE,MILK,1%,1/2 PT	4500708379	215,800.0 EA	\$ 48,140.00
	Result		101,220.0 EA	\$ 23,280.60	
	Result		317,020.0 EA	\$ 71,420.60	
	Result		319,332.0 EA	\$ 81,051.16	
1162	276347	BEVERAGE,MILK,SKIM,BULK,5GAL/BAG	4500706771	78.0 EA	\$ 1,431.30
	276368	BEVERAGE,MILK,1%, BULK	4500706771	78.0 EA	\$ 1,468.74
	292059	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	4500707374	104.0 EA	\$ 676.00
	320085	BEVERAGE,MILK,CHOCOLATE,1%,BULK	4500706771	78.0 BAG	\$ 1,538.94
	325774	BEVERAGE,MILK,1%,1/2 PT	138,100.0 EA	\$ 30,806.00	
	Result		138,438.0 *	\$ 35,920.98	
1163	206648	BEVERAGE, MILK, SKIM, 1/2 PINT	4500708733	3,250.0 EA	\$ 877.50
	276368	BEVERAGE,MILK,1%, BULK	4500708733	907.0 EA	\$ 17,686.50
	292059	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	4500708791	140.0 EA	\$ 847.00
	325774	BEVERAGE,MILK,1%,1/2 PT	4500708733	171,600.0 EA	\$ 46,332.00

		Result			175,897.0 EA	\$ 65,743.00
1164	292059	Result	4500708168	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	16.0 EA	\$ 132.80
1168	276368		4500707297	BEVERAGE, MILK, 1%, BULK	325.0 EA	\$ 6,337.50
	292059		4500708412	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	520.0 EA	\$ 3,328.00
	320084		4500707297	BEVERAGE, MILK, CHOCOLATE, 1%, 1/2 PINT	8,700.0 EA	\$ 2,262.00
	320085		4500707297	BEVERAGE, MILK, CHOCOLATE, 1%, BULK	91.0 BAG	\$ 1,865.50
	325774		4500707297	BEVERAGE, MILK, 1%, 1/2 PT	198,900.0 EA	\$ 49,725.00
	Result				208,536.0 *	\$ 63,518.00
Result					2,351,502.0 *	\$ 699,405.56
04/2013	1141	206648	4500713444	BEVERAGE, MILK, SKIM, 1/2 PINT	600.0 EA	\$ 150.00
	292059		4500713444	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	6.0 EA	\$ 36.30
	320086		4500713444	DAIRY, SOUR CREAM, LF, 5LB-CNT	6.0 EA	\$ 29.22
	325774		4500713444	BEVERAGE, MILK, 1%, 1/2 PT	23,256.0 EA	\$ 6,046.56
	Result				23,868.0 EA	\$ 6,262.08
1143	276368		4500713419	BEVERAGE, MILK, 1%, BULK	75.0 EA	\$ 1,248.75
	320084		4500713419	BEVERAGE, MILK, CHOCOLATE, 1%, 1/2 PINT	5,000.0 EA	\$ 1,200.00
	325774		4500713419	BEVERAGE, MILK, 1%, 1/2 PT	34,000.0 EA	\$ 7,820.00
	Result				39,075.0 EA	\$ 10,268.75
1145	276368		4500713388	BEVERAGE, MILK, 1%, BULK	12.0 EA	\$ 228.00
	325774		4500713388	BEVERAGE, MILK, 1%, 1/2 PT	2,400.0 EA	\$ 672.00
	Result				2,412.0 EA	\$ 900.00
1148	276368		4500713252	BEVERAGE, MILK, 1%, BULK	60.0 EA	\$ 999.00
	292059		4500713252	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	80.0 EA	\$ 484.00
	325774		4500713252	BEVERAGE, MILK, 1%, 1/2 PT	164,500.0 EA	\$ 37,835.00
	326288		4500713252	BEVERAGE, MILK, CHOC, NON-FAT, 1/2 PINT	7,500.0 EA	\$ 1,725.00
	Result				172,140.0 EA	\$ 41,043.00
1164	276347		4500713411	BEVERAGE, MILK, SKIM, BULK, 5GAL/BAG	312.0 EA	\$ 4,478.25
	276368		4500713411	BEVERAGE, MILK, 1%, BULK	7,689.0 EA	\$ 113,733.75
	320085		4500711857	BEVERAGE, MILK, CHOCOLATE, 1%, BULK	20.0 BAG	\$ 334.20
	Result				8,021.0 *	\$ 118,546.20
Result					245,516.0 *	\$ 177,020.03
05/2013	1141	206648	4500718047	BEVERAGE, MILK, SKIM, 1/2 PINT	600.0 EA	\$ 156.00
	325774		4500718047	BEVERAGE, MILK, 1%, 1/2 PT	20,672.0 EA	\$ 5,581.44
	Result				21,272.0 EA	\$ 5,737.44
1143	276368		4500718342	BEVERAGE, MILK, 1%, BULK	60.0 EA	\$ 1,020.00
	320084		4500718342	BEVERAGE, MILK, CHOCOLATE, 1%, 1/2 PINT	4,000.0 EA	\$ 960.00
	325774		4500718342	BEVERAGE, MILK, 1%, 1/2 PT	29,500.0 EA	\$ 6,785.00
	Result				33,560.0 EA	\$ 8,765.00
1144	292059		4500717058	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	120.0 EA	\$ 720.00
			4500717167		24.0 EA	\$ 184.80
			Result		144.0 EA	\$ 904.80
	320084		4500717058	BEVERAGE, MILK, CHOCOLATE, 1%, 1/2 PINT	40,000.0 EA	\$ 12,000.00
	320086		4500717058	DAIRY, SOUR CREAM, LF, 5LB-CNT	120.0 EA	\$ 600.00
	325774		4500717058	BEVERAGE, MILK, 1%, 1/2 PT	900,000.0 EA	\$ 270,000.00
	Result				940,264.0 EA	\$ 283,504.80
1146	276347		4500718974	BEVERAGE, MILK, SKIM, BULK, 5GAL/BAG	159.0 EA	\$ 2,416.80
	276368		4500718974	BEVERAGE, MILK, 1%, BULK	795.0 EA	\$ 12,322.50
	325774		4500718974	BEVERAGE, MILK, 1%, 1/2 PT	402,380.0 EA	\$ 100,595.00
	Result				403,334.0 EA	\$ 115,334.30
1148	276368		4500718132	BEVERAGE, MILK, 1%, BULK	60.0 EA	\$ 1,020.00
	292059		4500718132	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	40.0 EA	\$ 256.00
	325774		4500718132	BEVERAGE, MILK, 1%, 1/2 PT	156,000.0 EA	\$ 35,880.00
	326288		4500718132	BEVERAGE, MILK, CHOC, NON-FAT, 1/2 PINT	6,000.0 EA	\$ 1,380.00
	Result				162,100.0 EA	\$ 38,536.00
1149	206648		4500716736	BEVERAGE, MILK, SKIM, 1/2 PINT	13,000.0 EA	\$ 3,640.00
	325774		4500716736	BEVERAGE, MILK, 1%, 1/2 PT	224,750.0 EA	\$ 62,930.00
	Result				237,750.0 EA	\$ 66,570.00
1152	276368		4500717141	BEVERAGE, MILK, 1%, BULK	920.0 EA	\$ 17,369.60
	292059		4500717148	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	130.0 EA	\$ 942.50
	320085		4500717141	BEVERAGE, MILK, CHOCOLATE, 1%, BULK	65.0 BAG	\$ 1,285.05
	325774		4500717141	BEVERAGE, MILK, 1%, 1/2 PT	213,670.0 EA	\$ 49,144.10
	326288		4500717141	BEVERAGE, MILK, CHOC, NON-FAT, 1/2 PINT	2,300.0 EA	\$ 529.00
	Result				217,085.0 *	\$ 69,270.25
1162	276347		4500717146	BEVERAGE, MILK, SKIM, BULK, 5GAL/BAG	79.0 EA	\$ 1,459.92

		276368	BEVERAGE,MILK,1%, BULK	4500717146	98.0 EA	\$ 1,850.24
		292059	DAIRY,CHEESE,COTTAGE,K*,5 LB/CNT	4500717149	100.0 EA	\$ 725.00
		320085	BEVERAGE,MILK,CHOCOLATE,1%,BULK	4500717146	81.0 BAG	\$ 1,601.37
		325774	BEVERAGE,MILK,1%,1/2 PT	159,800.0 EA	\$ 36,754.00	
		Result		160,158.0 *		\$ 42,390.53
1164		292059	DAIRY,CHEESE,COTTAGE,K*,5 LB/CNT	4500718458	1.0 EA	\$ 8.35
1167		276368	BEVERAGE,MILK,1%, BULK	4500717665	1,600.0 EA	\$ 30,400.00
		292059	DAIRY,CHEESE,COTTAGE,K*,5 LB/CNT	4500718859	1,600.0 EA	\$ 10,160.00
		320084	BEVERAGE,MILK,CHOCOLATE,1%,1/2 PINT	4500717665	200,000.0 EA	\$ 60,000.00
		320085	BEVERAGE,MILK,CHOCOLATE,1%,BULK	4500717665	1,600.0 BAG	\$ 31,200.00
		320086	DAIRY,SOUR CREAM,LF,5LB-CNT	4500717665	100.0 EA	\$ 456.00
		325774	BEVERAGE,MILK,1%,1/2 PT	4500717665	460,000.0 EA	\$ 138,000.00
		Result		664,900.0 *		\$ 270,216.00
		Result		2,840,424.0 *		\$ 900,332.67
06/2013		276368	BEVERAGE,MILK,1%, BULK	4500722080	534.0 EA	\$ 9,772.78
		292059	DAIRY,CHEESE,COTTAGE,K*,5 LB/CNT	4500722139	680.0 EA	\$ 4,270.40
		320086	DAIRY,SOUR CREAM,LF,5LB-CNT	4500722080	160.0 EA	\$ 734.00
		325774	BEVERAGE,MILK,1%,1/2 PT	4500722080	490,450.0 EA	\$ 123,497.00
		Result		491,824.0 EA		\$ 138,274.18
1141		206648	BEVERAGE,MILK,SKIM,1/2 PINT	4500721968	750.0 EA	\$ 195.00
		292059	DAIRY,CHEESE,COTTAGE,K*,5 LB/CNT	4500721968	5.0 EA	\$ 39.75
		325774	BEVERAGE,MILK,1%,1/2 PT	4500721968	24,156.0 EA	\$ 6,280.56
		Result		24,911.0 EA		\$ 6,515.31
1142		292059	DAIRY,CHEESE,COTTAGE,K*,5 LB/CNT	4500720518	168.0 EA	\$ 1,218.00
		320084	BEVERAGE,MILK,CHOCOLATE,1%,1/2 PINT	4500720665	78,000.0 EA	\$ 23,400.00
		325774	BEVERAGE,MILK,1%,1/2 PT	4500720665	424,200.0 EA	\$ 127,260.00
		Result		502,368.0 EA		\$ 151,878.00
1143		276368	BEVERAGE,MILK,1%, BULK	4500721787	75.0 EA	\$ 1,258.50
		320084	BEVERAGE,MILK,CHOCOLATE,1%,1/2 PINT	4500721787	5,000.0 EA	\$ 1,200.00
		325774	BEVERAGE,MILK,1%,1/2 PT	4500721787	43,890.0 EA	\$ 10,094.70
		Result		48,965.0 EA		\$ 12,553.20
1147		276347	BEVERAGE,MILK,SKIM,BULK,5GAL/BAG	4500719733	215.0 EA	\$ 3,250.80
		276368	BEVERAGE,MILK,1%, BULK	4500719733	735.0 EA	\$ 11,458.65
		292059	DAIRY,CHEESE,COTTAGE,K*,5 LB/CNT	4500720563	70.0 EA	\$ 639.00
		320085	BEVERAGE,MILK,CHOCOLATE,1%,BULK	4500719733	215.0 BAG	\$ 3,476.55
		320086	DAIRY,SOUR CREAM,LF,5LB-CNT	4500719733	40.0 EA	\$ 169.60
		325774	BEVERAGE,MILK,1%,1/2 PT	4500719733	425,000.0 EA	\$ 97,750.00
		Result		426,275.0 *		\$ 116,644.60
1148		276368	BEVERAGE,MILK,1%, BULK	4500722085	75.0 EA	\$ 1,258.50
		292059	DAIRY,CHEESE,COTTAGE,K*,5 LB/CNT	4500722094	80.0 EA	\$ 572.00
		320084	BEVERAGE,MILK,CHOCOLATE,1%,1/2 PINT	4500722085	6,000.0 EA	\$ 1,380.00
		325774	BEVERAGE,MILK,1%,1/2 PT	4500722085	200,500.0 EA	\$ 46,115.00
		Result		206,655.0 EA		\$ 49,325.50
1151		276368	BEVERAGE,MILK,1%, BULK	4500721278	1,157.0 EA	\$ 27,571.31
		292059	DAIRY,CHEESE,COTTAGE,K*,5 LB/CNT	4500721846	156.0 EA	\$ 1,006.20
		325774	BEVERAGE,MILK,1%,1/2 PT	4500721278	232,500.0 EA	\$ 65,100.00
		Result		233,813.0 EA		\$ 93,677.51
1153		276368	BEVERAGE,MILK,1%, BULK	4500719627	875.0 EA	\$ 18,375.00
		292059	DAIRY,CHEESE,COTTAGE,K*,5 LB/CNT	4500720719	260.0 EA	\$ 2,015.00
		320085	BEVERAGE,MILK,CHOCOLATE,1%,BULK	4500719627	39.0 BAG	\$ 858.00
		325774	BEVERAGE,MILK,1%,1/2 PT	4500719627	145,000.0 EA	\$ 42,050.00
		Result		146,174.0 *		\$ 63,298.00
1154		206648	BEVERAGE,MILK,SKIM,1/2 PINT	4500719882	31,200.0 EA	\$ 6,864.00
		320084	BEVERAGE,MILK,CHOCOLATE,1%,1/2 PINT	4500719882	38,800.0 EA	\$ 8,924.00
		320086	DAIRY,SOUR CREAM,LF,5LB-CNT	4500719882	100.0 EA	\$ 700.00
		325774	BEVERAGE,MILK,1%,1/2 PT	4500719882	600,000.0 EA	\$ 132,000.00
		Result		670,100.0 EA		\$ 148,488.00
1155		276368	BEVERAGE,MILK,1%, BULK	4500721749	143.0 EA	\$ 2,870.45
		320084	BEVERAGE,MILK,CHOCOLATE,1%,1/2 PINT	4500721749	4,800.0 EA	\$ 1,360.00
		320085	BEVERAGE,MILK,CHOCOLATE,1%,BULK	4500721749	104.0 BAG	\$ 2,174.08
		325774	BEVERAGE,MILK,1%,1/2 PT	4500721749	129,100.0 EA	\$ 35,257.00
		Result		134,147.0 *		\$ 41,661.53
1156		206648	BEVERAGE,MILK,SKIM,1/2 PINT	4500720311	4,900.0 EA	\$ 1,029.00
		276368	BEVERAGE,MILK,1%, BULK	4500720311	280.0 EA	\$ 4,144.00

	320084	BEVERAGE, MILK, CHOCOLATE, 1%, 1/2 PINT	4500720311	9,000.0 EA	\$ 1,980.00
	320086	DAIRY, SOUR CREAM, LF, 5LB-CNT	4500720311	52.0 EA	\$ 219.44
	325774	BEVERAGE, MILK, 1%, 1/2 PT	4500720311	131,000.0 EA	\$ 28,820.00
	Result			145,232.0 EA	\$ 36,192.44
1157	276368	BEVERAGE, MILK, 1%, BULK	4500720150	413.0 EA	\$ 8,602.79
	292059	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	4500720782	72.0 EA	\$ 558.00
	325774	BEVERAGE, MILK, 1%, 1/2 PT	4500720150	253,100.0 EA	\$ 108,833.00
	Result			253,585.0 EA	\$ 117,993.79
1158	276347	BEVERAGE, MILK, SKIM, BULK, 5GAL/BAG	4500721227	65.0 EA	\$ 1,155.05
	276368	BEVERAGE, MILK, 1%, BULK	4500721227	390.0 EA	\$ 7,105.80
	292059	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	4500721862	208.0 EA	\$ 1,788.80
	320085	BEVERAGE, MILK, CHOCOLATE, 1%, BULK	4500721227	130.0 BAG	\$ 2,462.20
	325774	BEVERAGE, MILK, 1%, 1/2 PT	4500721227	195,000.0 EA	\$ 48,750.00
	Result			195,793.0 *	\$ 61,261.85
1159	276368	BEVERAGE, MILK, 1%, BULK	4500720209	78.0 EA	\$ 1,907.88
	292059	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	4500720971	72.0 EA	\$ 464.40
	320085	BEVERAGE, MILK, CHOCOLATE, 1%, BULK	4500720209	52.0 BAG	\$ 1,320.28
	325774	BEVERAGE, MILK, 1%, 1/2 PT	4500720209	48,100.0 EA	\$ 13,949.00
	Result			48,302.0 *	\$ 17,641.56
1160	276347	BEVERAGE, MILK, SKIM, BULK, 5GAL/BAG	4500719948	265.0 EA	\$ 3,945.85
	276368	BEVERAGE, MILK, 1%, BULK	4500719948	265.0 EA	\$ 4,054.50
	292059	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	4500721224	104.0 EA	\$ 702.00
	325774	BEVERAGE, MILK, 1%, 1/2 PT	4500719948	205,900.0 EA	\$ 45,298.00
	Result			206,534.0 EA	\$ 54,000.35
1161	276368	BEVERAGE, MILK, 1%, BULK	4500719742	511.0 EA	\$ 9,630.63
	325774	BEVERAGE, MILK, 1%, 1/2 PT	4500719742	239,325.0 EA	\$ 55,044.75
	Result			239,836.0 EA	\$ 64,675.38
1163	206648	BEVERAGE, MILK, SKIM, 1/2 PINT	4500720769	3,375.0 EA	\$ 945.00
	276368	BEVERAGE, MILK, 1%, BULK	4500720769	938.0 EA	\$ 18,291.00
	292059	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	4500721203	118.0 EA	\$ 761.10
	325774	BEVERAGE, MILK, 1%, 1/2 PT	4500720769	201,200.0 EA	\$ 54,324.00
	Result			205,631.0 EA	\$ 74,321.10
1164	325774	BEVERAGE, MILK, 1%, 1/2 PT	4500721704	6,800.0 EA	\$ 1,496.00
1166	276368	BEVERAGE, MILK, 1%, BULK	4500720881	120.0 EA	\$ 2,520.00
	320085	BEVERAGE, MILK, CHOCOLATE, 1%, BULK	4500720881	110.0 BAG	\$ 2,420.00
	320086	DAIRY, SOUR CREAM, LF, 5LB-CNT	4500720881	55.0 EA	\$ 385.00
	Result			285.0 *	\$ 5,325.00
1168	276368	BEVERAGE, MILK, 1%, BULK	4500721263	675.0 EA	\$ 13,365.00
	292059	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	4500721755	280.0 EA	\$ 1,806.00
	325774	BEVERAGE, MILK, 1%, 1/2 PT	4500721263	458,400.0 EA	\$ 128,352.00
	Result			459,355.0 EA	\$ 143,523.00
1176	206648	BEVERAGE, MILK, SKIM, 1/2 PINT	4500719737	1,500.0 EA	\$ 405.00
	320084	BEVERAGE, MILK, CHOCOLATE, 1%, 1/2 PINT	4500719737	19,500.0 EA	\$ 5,655.00
	325774	BEVERAGE, MILK, 1%, 1/2 PT	4500719737	220,000.0 EA	\$ 61,600.00
	Result			241,000.0 EA	\$ 67,660.00
	07/2013			4,887,585.0 *	\$ 1,466,406.30
1141	206648	BEVERAGE, MILK, SKIM, 1/2 PINT	4500725588	600.0 EA	\$ 156.00
	292059	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	4500725588	4.0 EA	\$ 26.00
	325774	BEVERAGE, MILK, 1%, 1/2 PT	4500725588	24,156.0 EA	\$ 6,280.56
	Result			24,760.0 EA	\$ 6,462.56
1143	276368	BEVERAGE, MILK, 1%, BULK	4500725577	75.0 EA	\$ 1,263.00
	320084	BEVERAGE, MILK, CHOCOLATE, 1%, 1/2 PINT	4500725577	5,000.0 EA	\$ 1,150.00
	325774	BEVERAGE, MILK, 1%, 1/2 PT	4500725577	34,000.0 EA	\$ 7,820.00
	Result			39,075.0 EA	\$ 10,233.00
1148	276368	BEVERAGE, MILK, 1%, BULK	4500725729	45.0 EA	\$ 909.90
	292059	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	4500726035	80.0 EA	\$ 840.00
	325774	BEVERAGE, MILK, 1%, 1/2 PT	4500725729	166,500.0 EA	\$ 38,295.00
	326288	BEVERAGE, MILK, CHOC, NON-FAT, 1/2 PINT	4500725729	7,500.0 EA	\$ 1,800.00
	Result			174,125.0 EA	\$ 41,844.90
1164	292059	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	4500723411	15.0 EA	\$ 101.25
	Result			237,975.0 EA	\$ 58,641.71
08/2013	206648	BEVERAGE, MILK, SKIM, 1/2 PINT	4500729898	600.0 EA	\$ 150.00
	292059	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	4500729898	4.0 EA	\$ 26.20
	325774	BEVERAGE, MILK, 1%, 1/2 PT	4500729898	21,800.0 EA	\$ 5,668.00

	Result						22,404.0 EA	\$ 5,844.20
1143	276368	BEVERAGE, MILK, 1%, BULK	4500730145				60.0 EA	\$ 1,020.60
	320084	BEVERAGE, MILK, CHOCOLATE, 1%, 1/2 PINT	4500730145				5,000.0 EA	\$ 1,200.00
	320086	DAIRY, SOUR CREAM, LF, 5LB-CNT	4500730145				8.0 EA	\$ 40.00
	325774	BEVERAGE, MILK, 1%, 1/2 PT	4500730145				35,300.0 EA	\$ 8,119.00
	Result						40,368.0 EA	\$ 10,379.60
1148	276368	BEVERAGE, MILK, 1%, BULK	4500730121				75.0 EA	\$ 1,530.75
	292059	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	4500730975				80.0 EA	\$ 636.00
	320084	BEVERAGE, MILK, CHOCOLATE, 1%, 1/2 PINT	4500730121				6,000.0 EA	\$ 1,440.00
	325774	BEVERAGE, MILK, 1%, 1/2 PT	4500730121				174,500.0 EA	\$ 40,135.00
	Result						180,655.0 EA	\$ 43,741.75
1152	276368	BEVERAGE, MILK, 1%, BULK	4500729111				1,080.0 EA	\$ 20,725.20
	292059	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	4500730056				140.0 EA	\$ 1,050.00
	320085	BEVERAGE, MILK, CHOCOLATE, 1%, BULK	4500729111				70.0 BAG	\$ 1,397.90
	325774	BEVERAGE, MILK, 1%, 1/2 PT	4500729111				207,360.0 EA	\$ 47,692.80
	326288	BEVERAGE, MILK, CHOC, NON-FAT, 1/2 PINT	4500729111				2,300.0 EA	\$ 552.00
	Result						210,950.0 *	\$ 71,417.90
1162	276347	BEVERAGE, MILK, SKIM, BULK, 5GAL/BAG	4500729117				52.0 EA	\$ 975.52
	276368	BEVERAGE, MILK, 1%, BULK	4500729117				91.0 EA	\$ 1,759.94
	292059	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	4500730100				120.0 EA	\$ 900.00
	320085	BEVERAGE, MILK, CHOCOLATE, 1%, BULK	4500729117				78.0 BAG	\$ 1,568.58
	325774	BEVERAGE, MILK, 1%, 1/2 PT	4500729117				136,220.0 EA	\$ 31,330.60
	Result						136,561.0 *	\$ 36,534.64
1164	292059	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	4500727064				18.0 EA	\$ 121.50
	Result						590,956.0 *	\$ 168,039.59
09/2013	206648	BEVERAGE, MILK, SKIM, 1/2 PINT	4500734468				875.0 EA	\$ 218.75
	292059	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	4500734468				10.0 EA	\$ 64.00
	325774	BEVERAGE, MILK, 1%, 1/2 PT	4500734468				25,200.0 EA	\$ 6,552.00
	Result						26,085.0 EA	\$ 6,834.75
1142	292059	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	4500731904				168.0 EA	\$ 1,251.60
	320084	BEVERAGE, MILK, CHOCOLATE, 1%, 1/2 PINT	4500732646				83,500.0 EA	\$ 25,050.00
	325774	BEVERAGE, MILK, 1%, 1/2 PT	4500732646				395,100.0 EA	\$ 118,530.00
	Result						478,768.0 EA	\$ 144,831.60
1143	276368	BEVERAGE, MILK, 1%, BULK	4500735501				60.0 EA	\$ 1,026.60
	320084	BEVERAGE, MILK, CHOCOLATE, 1%, 1/2 PINT	4500735501				4,000.0 EA	\$ 960.00
	325774	BEVERAGE, MILK, 1%, 1/2 PT	4500735501				30,800.0 EA	\$ 7,084.00
	Result						34,860.0 EA	\$ 9,070.60
1148	276368	BEVERAGE, MILK, 1%, BULK	4500734545				60.0 EA	\$ 1,026.60
	292059	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	4500734547				40.0 EA	\$ 331.52
	320084	BEVERAGE, MILK, CHOCOLATE, 1%, 1/2 PINT	4500734545				7,500.0 EA	\$ 1,800.00
	325774	BEVERAGE, MILK, 1%, 1/2 PT	4500734545				151,500.0 EA	\$ 34,845.00
	Result						159,100.0 EA	\$ 38,003.12
1149	206648	BEVERAGE, MILK, SKIM, 1/2 PINT	4500733857				13,800.0 EA	\$ 3,864.00
	292059	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	4500734048				625.0 EA	\$ 4,843.75
	325774	BEVERAGE, MILK, 1%, 1/2 PT	4500733857				208,000.0 EA	\$ 58,240.00
	Result						222,425.0 EA	\$ 66,947.75
1151	276368	BEVERAGE, MILK, 1%, BULK	4500735102				1,289.0 EA	\$ 30,781.32
	292059	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	4500735445				156.0 EA	\$ 1,326.00
	325774	BEVERAGE, MILK, 1%, 1/2 PT	4500735102				235,200.0 EA	\$ 65,856.00
	Result						236,645.0 EA	\$ 97,963.32
1153	276368	BEVERAGE, MILK, 1%, BULK	4500731921				836.0 EA	\$ 17,556.00
	292059	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	4500735162				240.0 EA	\$ 1,572.00
	320085	BEVERAGE, MILK, CHOCOLATE, 1%, BULK	4500731921				39.0 BAG	\$ 858.00
	325774	BEVERAGE, MILK, 1%, 1/2 PT	4500731921				148,500.0 EA	\$ 43,065.00
	Result						149,615.0 *	\$ 63,051.00
1155	276368	BEVERAGE, MILK, 1%, BULK	4500734484				210.0 EA	\$ 4,322.10
	292059	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	4500734988				100.0 EA	\$ 645.00
	320084	BEVERAGE, MILK, CHOCOLATE, 1%, 1/2 PINT	4500734484				4,800.0 EA	\$ 1,392.00
	320085	BEVERAGE, MILK, CHOCOLATE, 1%, BULK	4500734484				140.0 BAG	\$ 2,981.70
	325774	BEVERAGE, MILK, 1%, 1/2 PT	4500734484				135,000.0 EA	\$ 37,800.00
	Result						140,250.0 *	\$ 47,140.80
1156	206648	BEVERAGE, MILK, SKIM, 1/2 PINT	4500733203				4,550.0 EA	\$ 1,001.00
	276368	BEVERAGE, MILK, 1%, BULK	4500733203				260.0 EA	\$ 4,004.00
	320084	BEVERAGE, MILK, CHOCOLATE, 1%, 1/2 PINT	4500733203				9,000.0 EA	\$ 2,070.00

	320086	DAIRY, SOUR CREAM, LF, 5LB-CNT	4500733203	52.0 EA	\$ 258.96
	325774	BEVERAGE, MILK, 1%, 1/2 PT	4500733203	117,000.0 EA	\$ 25,740.00
	Result			130,862.0 EA	\$ 33,073.96
1158	276347	BEVERAGE, MILK, SKIM, BULK, 5GAL/BAG	4500734486	70.0 EA	\$ 1,264.20
	276368	BEVERAGE, MILK, 1%, BULK	4500734486	420.0 EA	\$ 7,791.00
	292059	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	4500735044	280.0 EA	\$ 1,778.00
	320085	BEVERAGE, MILK, CHOCOLATE, 1%, BULK	4500734486	140.0 BAG	\$ 2,688.00
	325774	BEVERAGE, MILK, 1%, 1/2 PT	4500734486	238,000.0 EA	\$ 59,500.00
	Result			238,910.0 *	\$ 73,021.20
1159	276368	BEVERAGE, MILK, 1%, BULK	4500735118	81.0 EA	\$ 1,995.03
	292059	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	4500735441	72.0 EA	\$ 540.00
	320085	BEVERAGE, MILK, CHOCOLATE, 1%, BULK	4500735118	54.0 BAG	\$ 1,309.50
	325774	BEVERAGE, MILK, 1%, 1/2 PT	4500735118	49,950.0 EA	\$ 14,485.50
	Result			50,157.0 *	\$ 18,330.03
1160	292059	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	4500734603	112.0 EA	\$ 784.00
1161	276368	BEVERAGE, MILK, 1%, BULK	4500732826	494.0 EA	\$ 9,452.04
	325774	BEVERAGE, MILK, 1%, 1/2 PT	4500732826	220,800.0 EA	\$ 50,784.00
	Result			221,294.0 EA	\$ 60,236.04
1163	206648	BEVERAGE, MILK, SKIM, 1/2 PINT	4500732974	3,250.0 EA	\$ 910.00
	276368	BEVERAGE, MILK, 1%, BULK	4500732974	910.0 EA	\$ 17,745.00
	292059	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	4500733987	140.0 EA	\$ 1,155.00
	325774	BEVERAGE, MILK, 1%, 1/2 PT	4500732974	171,600.0 EA	\$ 46,332.00
	Result			175,900.0 EA	\$ 66,142.00
1164	292059	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	4500731464	18.0 EA	\$ 121.50
	Result			16.0 EA	\$ 108.00
	206648	BEVERAGE, MILK, SKIM, 1/2 PINT	4500732118	34.0 EA	\$ 229.50
	325774	BEVERAGE, MILK, 1%, 1/2 PT	4500735743	260.0 EA	\$ 1,768.00
	Result			23,000.0 EA	\$ 5,974.00
1143	276368	BEVERAGE, MILK, 1%, BULK	4500737396	75.0 EA	\$ 1,558.50
	320084	BEVERAGE, MILK, CHOCOLATE, 1%, 1/2 PINT	4500737396	5,000.0 EA	\$ 1,200.00
	325774	BEVERAGE, MILK, 1%, 1/2 PT	4500737396	34,000.0 EA	\$ 7,820.00
	Result			39,075.0 EA	\$ 10,578.50
1148	276368	BEVERAGE, MILK, 1%, BULK	4500738031	75.0 EA	\$ 1,299.00
	292059	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	4500739336	80.0 EA	\$ 919.20
	320084	BEVERAGE, MILK, CHOCOLATE, 1%, 1/2 PINT	4500738031	8,000.0 EA	\$ 2,000.00
	325774	BEVERAGE, MILK, 1%, 1/2 PT	4500738031	200,000.0 EA	\$ 46,000.00
	Result			208,155.0 EA	\$ 50,218.20
1164	292059	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	4500738905	16.0 EA	\$ 108.00
	Result			270,246.0 EA	\$ 66,878.70
1141	206648	BEVERAGE, MILK, SKIM, 1/2 PINT	4300392894	750.0 EA	\$ 195.00
	325774	BEVERAGE, MILK, 1%, 1/2 PT	4300392894	25,200.0 EA	\$ 6,552.00
	Result			25,950.0 EA	\$ 6,747.00
1143	276368	BEVERAGE, MILK, 1%, BULK	4300392915	60.0 EA	\$ 1,048.20
	292059	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	4300392988	4.0 EA	\$ 28.60
	320084	BEVERAGE, MILK, CHOCOLATE, 1%, 1/2 PINT	4300392915	4,000.0 EA	\$ 1,000.00
	320086	DAIRY, SOUR CREAM, LF, 5LB-CNT	4300392915	4.0 EA	\$ 28.20
	325774	BEVERAGE, MILK, 1%, 1/2 PT	4300392915	35,300.0 EA	\$ 8,472.00
	Result			39,368.0 EA	\$ 10,577.00
1148	276368	BEVERAGE, MILK, 1%, BULK	4300393250	75.0 EA	\$ 1,310.25
	292059	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	4300393250	80.0 EA	\$ 548.00
	320084	BEVERAGE, MILK, CHOCOLATE, 1%, 1/2 PINT	4300393250	8,000.0 EA	\$ 1,920.00
	325774	BEVERAGE, MILK, 1%, 1/2 PT	4300393250	200,000.0 EA	\$ 48,000.00
	Result			208,155.0 EA	\$ 51,778.25
1162	276347	BEVERAGE, MILK, SKIM, BULK, 5GAL/BAG	4300390871	78.0 EA	\$ 1,560.00
	276368	BEVERAGE, MILK, 1%, BULK	4300390871	91.0 EA	\$ 1,820.00
	320085	BEVERAGE, MILK, CHOCOLATE, 1%, BULK	4300390871	91.0 BAG	\$ 1,833.65
	325774	BEVERAGE, MILK, 1%, 1/2 PT	4300390871	140,400.0 EA	\$ 36,020.00

	Result			140,660.0 *	\$ 41,233.65
12/2013	1140	276368	BEVERAGE,MILK,1%, BULK	414,133.0 *	\$ 110,335.90
		292059	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	500.0 EA	\$ 9,910.00
		325774	BEVERAGE,MILK,1%,1/2 PT	520.0 EA	\$ 3,510.00
	Result			450,000.0 EA	\$ 151,020.00
1141	206648	325774	BEVERAGE, MILK, SKIM, 1/2 PINT	451,020.0 EA	\$ 164,440.00
	Result			600.0 EA	\$ 156.00
	325774	325774	BEVERAGE,MILK,1%,1/2 PT	25,200.0 EA	\$ 6,804.00
	Result			25,800.0 EA	\$ 6,960.00
1142	292059	320084	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	144.0 EA	\$ 1,116.00
		320084	BEVERAGE, MILK, CHOCOLATE, 1%,1/2 PINT	72,500.0 EA	\$ 18,125.00
		325774	BEVERAGE, MILK,1%,1/2 PT	336,900.0 EA	\$ 80,856.00
	Result			409,544.0 EA	\$ 100,097.00
1143	276368	320084	BEVERAGE,MILK,1%, BULK	75.0 EA	\$ 1,329.75
		320084	BEVERAGE, MILK, CHOCOLATE, 1%,1/2 PINT	5,000.0 EA	\$ 1,200.00
		320084	DAIRY, SOUR CREAM, LF, 5LB-CNT	4.0 EA	\$ 22.00
		325774	BEVERAGE, MILK,1%,1/2 PT	34,000.0 EA	\$ 8,500.00
	Result			39,079.0 EA	\$ 11,051.75
1146	276347	325774	BEVERAGE,MILK,SKIM,BULK,5GAL/BAG	153.0 EA	\$ 2,278.17
		276368	BEVERAGE,MILK,1%, BULK	765.0 EA	\$ 11,704.50
		325774	BEVERAGE, MILK,1%,1/2 PT	348,050.0 EA	\$ 76,571.00
	Result			348,968.0 EA	\$ 90,553.67
1148	276368	320084	BEVERAGE,MILK,1%, BULK	75.0 EA	\$ 1,329.75
		292059	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	80.0 EA	\$ 548.00
		320084	BEVERAGE, MILK, CHOCOLATE, 1%,1/2 PINT	8,000.0 EA	\$ 1,920.00
		325774	BEVERAGE, MILK,1%,1/2 PT	200,000.0 EA	\$ 48,000.00
	Result			208,155.0 EA	\$ 51,797.75
1149	206648	320084	BEVERAGE, MILK, SKIM, 1/2 PINT	13,000.0 EA	\$ 3,770.00
		292059	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	625.0 EA	\$ 4,281.25
		325774	BEVERAGE, MILK,1%,1/2 PT	208,000.0 EA	\$ 60,320.00
	Result			221,625.0 EA	\$ 68,371.25
1151	276368	292059	BEVERAGE, MILK,1%, BULK	1,138.0 EA	\$ 27,698.92
		325774	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	156.0 EA	\$ 1,068.60
		325774	BEVERAGE, MILK,1%,1/2 PT	220,800.0 EA	\$ 61,824.00
	Result			222,094.0 EA	\$ 90,591.52
1152	276368	320085	BEVERAGE,MILK,1%, BULK	875.0 EA	\$ 16,922.50
		325774	BEVERAGE, MILK,CHOCOLATE,1%,BULK	60.0 BAG	\$ 1,206.60
		326288	BEVERAGE, MILK,1%,1/2 PT	192,000.0 EA	\$ 44,160.00
		326288	BEVERAGE, MILK,CHOC, NON-FAT, 1/2 PINT	2,300.0 EA	\$ 552.00
	Result			195,235.0 *	\$ 62,841.10
1153	276368	320085	BEVERAGE, MILK,1%, BULK	780.0 EA	\$ 16,380.00
		320085	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	96.0 EA	\$ 657.60
		325774	BEVERAGE, MILK,CHOCOLATE,1%,BULK	39.0 BAG	\$ 858.00
		325774	BEVERAGE, MILK,1%,1/2 PT	149,500.0 EA	\$ 43,355.00
	Result			150,415.0 *	\$ 61,250.60
1155	276368	320084	BEVERAGE, MILK,1%, BULK	180.0 EA	\$ 3,796.20
		320084	BEVERAGE, MILK, CHOCOLATE, 1%,1/2 PINT	4,800.0 EA	\$ 1,440.00
		320085	BEVERAGE, MILK,CHOCOLATE,1%,BULK	120.0 BAG	\$ 2,613.60
		325774	BEVERAGE, MILK,1%,1/2 PT	125,000.0 EA	\$ 36,250.00
	Result			130,100.0 *	\$ 44,099.80
1156	206648	320084	BEVERAGE, MILK, SKIM, 1/2 PINT	4,550.0 EA	\$ 1,001.00
		276368	BEVERAGE, MILK,1%, BULK	260.0 EA	\$ 3,978.00
		320084	BEVERAGE, MILK, CHOCOLATE, 1%,1/2 PINT	9,000.0 EA	\$ 2,070.00
		320086	DAIRY, SOUR CREAM, LF, 5LB-CNT	52.0 EA	\$ 253.24
		325774	BEVERAGE, MILK,1%,1/2 PT	117,000.0 EA	\$ 25,740.00
	Result			130,862.0 EA	\$ 33,042.24
1157	276368	292059	BEVERAGE, MILK,1%, BULK	400.0 EA	\$ 7,816.00
		325774	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	72.0 EA	\$ 493.20
		325774	BEVERAGE, MILK,1%,1/2 PT	235,250.0 EA	\$ 101,157.50
	Result			235,722.0 EA	\$ 109,466.70
1158	276347	320085	BEVERAGE, MILK,SKIM,BULK,5GAL/BAG	60.0 EA	\$ 1,095.00
		276368	BEVERAGE, MILK,1%, BULK	120.0 EA	\$ 2,246.40
		292059	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	240.0 EA	\$ 1,972.80
		320085	BEVERAGE, MILK,CHOCOLATE,1%,BULK	360.0 BAG	\$ 6,634.80

	325774	BEVERAGE, MILK, 1%, 1/2 PT	4300396516	212,500.0 EA	\$ 55,250.00
	Result			213,280.0 *	\$ 67,199.00
1159	276368	BEVERAGE, MILK, 1%, BULK	4300396331	75.0 EA	\$ 1,931.25
	292059	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	4300397050	72.0 EA	\$ 493.20
	320085	BEVERAGE, MILK, CHOCOLATE, 1%, BULK	4300396331	50.0 BAG	\$ 1,329.00
	325774	BEVERAGE, MILK, 1%, 1/2 PT	4300396331	46,250.0 EA	\$ 13,875.00
	Result			46,447.0 *	\$ 17,628.45
1160	276347	BEVERAGE, MILK, SKIM, BULK, 5GAL/BAG	4300395236	305.0 EA	\$ 4,541.45
	276368	BEVERAGE, MILK, 1%, BULK	4300395236	305.0 EA	\$ 4,666.50
	325774	BEVERAGE, MILK, 1%, 1/2 PT	4300395236	213,500.0 EA	\$ 46,970.00
	Result			214,110.0 EA	\$ 56,177.95
1161	276368	BEVERAGE, MILK, 1%, BULK	4300395723	494.0 EA	\$ 9,633.00
	325774	BEVERAGE, MILK, 1%, 1/2 PT	4300395723	215,800.0 EA	\$ 60,424.00
	Result			216,294.0 EA	\$ 70,057.00
1163	206648	BEVERAGE, MILK, SKIM, 1/2 PINT	4300396271	3,250.0 EA	\$ 910.00
	276368	BEVERAGE, MILK, 1%, BULK	4300396271	910.0 EA	\$ 18,200.00
	292059	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	4300396890	120.0 EA	\$ 960.00
	325774	BEVERAGE, MILK, 1%, 1/2 PT	4300396271	171,600.0 EA	\$ 48,048.00
	Result			175,880.0 EA	\$ 68,118.00
1167	276368	BEVERAGE, MILK, 1%, BULK	4300395716	1,600.0 EA	\$ 29,952.00
	292059	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	4300396098	2,000.0 EA	\$ 15,000.00
	320084	BEVERAGE, MILK, CHOCOLATE, 1%, 1/2 PINT	4300395716	160,000.0 EA	\$ 41,600.00
	320085	BEVERAGE, MILK, CHOCOLATE, 1%, BULK	4300395716	2,000.0 BAG	\$ 38,700.00
	320086	DAIRY, SOUR CREAM, LF, 5LB-CNT	4300395716	100.0 EA	\$ 467.00
	325774	BEVERAGE, MILK, 1%, 1/2 PT	4300395716	460,000.0 EA	\$ 119,600.00
	Result			625,700.0 *	\$ 245,319.00
1168	276368	BEVERAGE, MILK, 1%, BULK	4300393734	566.0 EA	\$ 11,003.04
	292059	DAIRY, CHEESE, COTTAGE, K*, 5 LB/CNT	4300395991	260.0 EA	\$ 1,781.00
	320084	BEVERAGE, MILK, CHOCOLATE, 1%, 1/2 PINT	4300393734	10,800.0 EA	\$ 3,024.00
	320085	BEVERAGE, MILK, CHOCOLATE, 1%, BULK	4300393734	84.0 BAG	\$ 1,697.64
	325774	BEVERAGE, MILK, 1%, 1/2 PT	4300393734	428,300.0 EA	\$ 119,924.00
	Result			440,010.0 *	\$ 137,429.68
1176	206648	BEVERAGE, MILK, SKIM, 1/2 PINT	4300395729	1,000.0 EA	\$ 280.00
	325774	BEVERAGE, MILK, 1%, 1/2 PT	4300395729	220,000.0 EA	\$ 61,600.00
	Result			221,000.0 EA	\$ 61,880.00
	Overall Result			4,921,340.0 *	\$ 1,618,372.46
				20,188,040.0 *	\$ 6,333,037.32



Commonwealth of Pennsylvania
 Milk Marketing Board
 2301 North Cameron Street
 Harrisburg, PA 17110-9408

717-787-4194
 FAX: 717-783-6492

WEB SITE: <http://www.mmb.state.pa.us>

E-mail: RA-PMMB@state.pa.us

BULLETIN

No. 1430
 June 3, 2008

**BIDDING TO AND BILLING COMMONWEALTH INSTITUTIONS
 USING SAP ACCOUNTING PROGRAMS**

Due to the implementation of SAP accounting programs by the Commonwealth, state institutions have begun to require that all prices quoted be in even cents, with no unit pricing containing more than two (2) decimal places. Milk dealers bidding or billing such state institutions for price-controlled packaged products shall:

- First, apply any appropriate wholesale discount, rounding to four (4) decimal places. If the fifth decimal place is five (5) or more, round the fourth digit up. If the fifth decimal place is less than five (5), do not change the fourth digit.
- Second, round each line item to two (2) decimal places before multiplying by the quantity of the item bid or billed. If the third decimal place is five (5) or more, round the second digit up. If the third decimal place is less than five (5), do not change the second digit.

For example, for a half-pint product with an undiscounted price of \$0.2302 where the appropriate discount is \$0.1010 per quart equivalent, you would apply the discount and rounding as follows:

Price before Discount		\$0.2302
Less Discount	(\$0.1010 ÷ 4)	- <u>\$0.02525</u>
Discounted Price before Rounding		\$0.20495
Discounted Price Rounded to Four (4) Decimal Places		\$0.2050
Discounted Price Rounded to Two (2) Decimal Places		\$0.21

For price-controlled packaged products sold in bulk or dispenser containers and priced on a per-quart basis, the milk dealer shall discount the per-quart price to four (4) decimal places before multiplying by the number of quarts in the container to arrive at the price for that container and then round to two (2) decimal places as above before multiplying by the number of bulk containers bid or invoiced.

This bulletin applies to bids and invoices to state institutions using SAP accounting software only. Dealers shall check with the state institution that they are

bidding to or invoicing to verify whether or not they are using SAP accounting programs. For all other bids and billings, dealers shall continue to round to four (4) decimal places for each line item after applying discounts and before multiplying by the quantity of the price-controlled packaged product bid or invoiced.

This Bulletin replaces Bulletin Number 1326.

Please consult the Official General Order governing your milk marketing area for information about the available discounts.

PENNSYLVANIA MILK MARKETING BOARD

Keith Bierly, Secretary

IF YOU REQUIRE THIS INFORMATION IN AN ALTERNATE FORMAT, CALL
(717) 787-4194 OR 800-654-5984 (PA RELAY SERVICE FOR TDD USERS).

ATTACHMENT H – INSTITUTIONS BY REGIONS

SCI ALBION
SCI CAMBRIDGE SPRINGS
SCI FOREST
SRCF MERCER

REGION 5

SCI HOUTZDALE
SCI PINE GROVE
QUEHANNA BOOT CAMP
SCI ROCKVIEW
SCI HUNTINGDON
SCI SMITHFIELD
SCI-BENNER TWP.

REGION 3

SCI COAL TOWNSHIP
SCI DALLAS
SCI FRACKVILLE
SCI MAHANAY
SCI MUNCY
SCI RETREAT
SCI WAYMART

REGION 1

SCI FAYETTE
SCI GREENE
SCI LAUREL HIGHLANDS
SCI PITTSBURGH
SCI SOMERSET

REGION 4

SCI CAMP HILL
SCI CHESTER
ELIZABETHTOWN
SCI GRATERFORD

REGION 2

ATTACHMENT I
REQUEST FOR QUOTE (Sample)
DEPARTMENT OF CORRECTIONS
MILK AND DAIRY PRODUCTS
14- ITQ – MILK AND DAIRY PRODUCTS - 91

1. BACKGROUND

An Invitation To Qualify (ITQ) was issued by the Pennsylvania Department of Corrections (DOC) in **April 2014** which resulted in a multiple participation award contract. The term of the multiple participation award contract is five (5) years with an expiration date of **June 30, 2019**.

Through this Request for Quote (RFQ) the qualified contractors are given the opportunity to compete to provide Milk and Dairy Products for DOC’s facilities. The contractors who receive purchase order(s) through this RFQ process (“Selected Contractors”) will make deliveries to meet the requirements of DOC for the time period commencing on the Selected Contractor’s receipt of a Purchase Order.

2. PURPOSE

Through this RFQ process, DOC is announcing the date and time for the receipt of quotes and is providing further instructions to the qualified contractors in regard to the submission of those quotes.

3. ISSUING OFFICE

This RFQ is issued by the Pennsylvania Department of Corrections, (*enter institution name*). The Issuing Office is the sole point of contact in DOC for this RFQ. Please refer all inquiries to:

Name:
Institution:
Address:
Street:
City-State-Zip:
Telephone:
Fax:
Email:

4. DATE AND TIME FOR SUBMISSION OF QUOTES

To be considered, a quote must be received by DOC by (*enter date & time.*)

5. SUBMISSIONS OF QUOTES

- a. Quotes are requested for the items described on the quote form, in accordance with 14–ITQ– Milk and Dairy Products – 91 and the terms and conditions included in this RFQ. Contractors must complete the Quote Form including: name and address of contractor; SAP Vendor number; contractor contact person; telephone and fax number; e-mail and

web address; and Quote prices. The Quote Form must be signed by an authorized representative of the Contractor or the quote will be rejected.

- b. **Submission of Quotes.** It is the responsibility of each contractor to ensure that DOC receives the quote prior to the Date and Time for Submission of Quotes, noted under Section 4. No quote shall be considered if it was sent or received after the Date and Time for Submission of Quotes.
- c. Quotes must be submitted in accordance with the PA Milk Marketing Board guidelines. If a quote is submitted with conditions or exceptions or not in conformance with the terms and conditions referenced in Contract 14 – ITQ – Milk and Dairy Products - 91, it shall be rejected. The quote shall also be rejected if the items offered by the contractor are not in conformance with the specifications as determined by DOC.

6. **QUANTITIES**

All quantities may be increased or decreased to meet the requirements of the DOC.

7. **RECEIVING**

The selected contractors shall notify (*DOC personnel*) when shipments are scheduled for delivery to insure DOC representatives are present to receive materials.

8. **REJECTION OF QUOTES**

DOC reserves the right to reject any and all quotes and to waive any technical defects if it determines that it is in the best interest of DOC.

9. **ADJUSTMENT OF PRICES**

The quotes submitted by contractors shall be adjusted by DOC to take into account any bidding preference for products with recycled post-consumer material and the bidding preferences under the Reciprocal Limitations Act.

10. **QUOTE WITHDRAWAL**

- a. **Quote Modification Or Withdrawal Prior To Date And Time For Submission Of Quotes.** Quotes may only be modified or withdrawn by written notice received by DOC prior to the exact time and date specified for submission of quotes. The written notice shall specifically identify the quote to be modified or withdrawn. Modifications or withdrawals of quotes received after the exact hour and date specified for submission of quotes shall not be considered, except as provided below.
- b. **Quote Withdrawal After Date And Time For Submission Of Quotes.** Contractors are permitted to withdraw erroneous quotes after the Date And Time For Submission Of Quotes only if the following conditions are met:
 - 1) The contractor submits a written request for withdrawal.

- 2) The contractor presents credible evidence with the request that the reason for the lower 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 price.
 - 3) The request for relief and supporting evidence must be received by the Issuing Office referenced in Paragraph 3 of this RFQ within three (3) business days after the Date And Time For Submission Of Quotes, but before issuance of the notice of award.
 - 4) DOC shall not permit a quote withdrawal if the quote withdrawal would result in award to the same contractor, its partner, or a corporation or business venture owned by or in which the contractor has a substantial interest.
 - 5) If a contractor is permitted to withdraw its quote, the contractor cannot supply any material or labor or perform any subcontract or other work agreement for the Selected Contractor, without the written approval of DOC.
- c. **Firm Prices** -Prices shall remain firm thru *insert date here*. Except as provided above, a quote may not be modified, withdrawn, or cancelled by any qualified contractor, except that those stockpile delivery prices submitted by qualified contractors, who are not selected and do not receive a notice of award, shall expire upon the earlier of the issuance of the notice of awards for the line item or sixty days after the Date And Time For Submission Of Quotes. If the Selected Contractor, as determined by DOC, withdraws its quote prior to the expiration of the award period or fails to comply with the requirements set forth in 14 – Milk and Dairy Products - 91 and this RFQ, the contractor shall be liable to DOC for all costs and damages associated with the re-award or re-issuance including the difference between the contractor’s price and the actual cost that DOC pays for the awarded items.
- d. **Clarification And Additional Information** - After the receipt of quotes, DOC shall have the right to contact contractors for the purpose of seeking:
- 1) Clarification of the quote which confirms DOC’s understanding of statements or information in the quote or;
 - 2) Additional information on the items offered; provided that neither ITQ 14 – Milk and Dairy Products - 91 nor this RFQ requires the rejection of the quote for failure to include such information.

11. **ORDER OF PRECEDENCE**

If any conflicts of discrepancies should arise in the Terms and Conditions of a Request of Quote, or the interpretation thereof, the order of precedence for resolution shall be:

- a. The Purchase Order resulting from a Request For Quote;
- b. The Request For Quote;
- c. The quote submitted by the contractor;
- d. The Invitation To Qualify.

Thank you for your participation.

QUOTE FORM FOR RFQ - NO. 14 – MILK AND DAIRY PRODUCTS - 91

Contractor:

Mailing Address:

SAP Vendor Number:

Contractor Contact Person:

Telephone Number:

Fax Number:

E-Mail and Web Address:

Prompt Payment Discount, if any:

MILK AND DAIRY PRODUCTS:

<u>ITEM</u>	<u>QUANTITY:</u>	<u>PRICE PER UOM:</u>	<u>NUMBER OF:</u>
206648 (Beverage, Milk, Skim, ½ Pint)	_____ ½ pint	Each: _____	½ pints per: Case: _____
276347 (Beverage, Milk, Skim, Bulk, 5 GAL Bag)	_____ bag	Bag: _____	
325774 (Beverage, Milk 1% ½ PT)	_____ ½ pint	Each: _____	½ pints per: Case: _____
276368 (Beverage, Milk 1% Bulk)	_____ bag	Bag: _____	
320084 (Beverage, Milk, Chocolate,1%,½ Pint)	_____ ½ pint	Each: _____	½ pints per: Case: _____
320085 (Beverage, Milk, Chocolate, 1%, Bulk)	_____ bag	Bag: _____	
326288 (Beverage, Milk, Chocolate, Non-fat,½ Pint)	_____ ½ pint	Each: _____	½ pint per: Case: _____
326289 (Beverage, Milk, Chocolate, Non-fat, Bulk)	_____ bag	Bag: _____	
320086 (Dairy, Sour Cream, LF, 5LB-CNT)	_____ each	Each: _____	

If a discount is applied to your bid price, please indicate your percentage of discount _____%.

DELIVERY REQUIREMENTS

(identify acceptable delivery dates, days, time)

DELIVERY LOCATION

(identify delivery location and contact person)

Signature of Contractor: _____

Contractor's Name: _____

Company Name: _____

Locating and Responding to a Solicitation

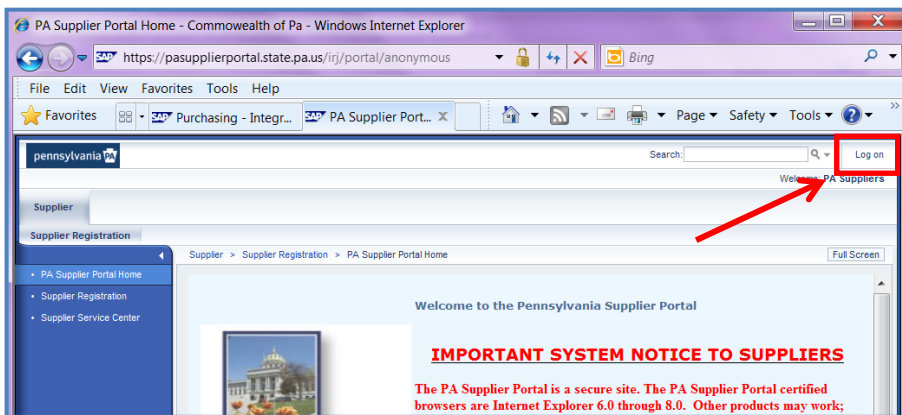
[Locating a Solicitation](#) | [Viewing the Solicitation](#) | [Header Tab](#) | [Items Tab](#) |

[Responding to the Solicitation](#) | [Edit a RFx Response](#) | [Withdraw/Re-Submit a RFx Response](#)

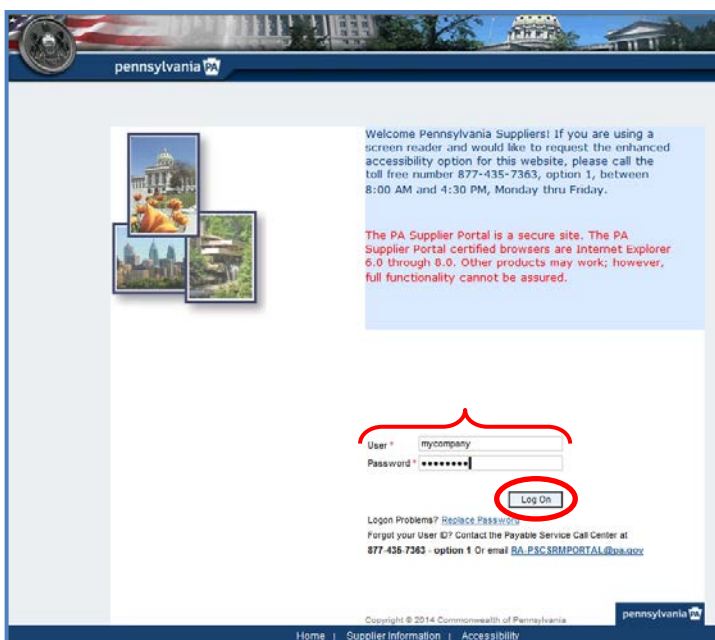
Locating a Solicitation

Log into the [PA Supplier Portal](#) to search for and locate a specific Solicitation in SRM.

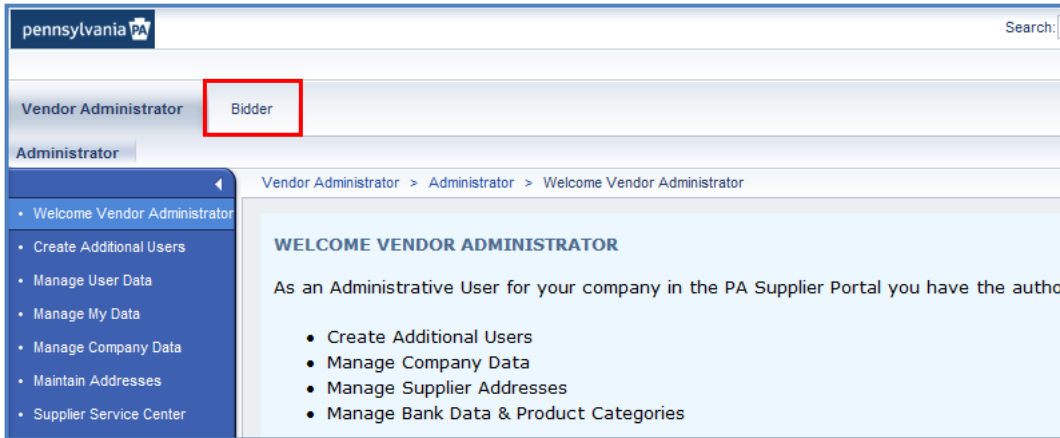
1. Open your web browser and enter www.pasupplierportal.state.pa.us.
2. Select the **Log on** button.



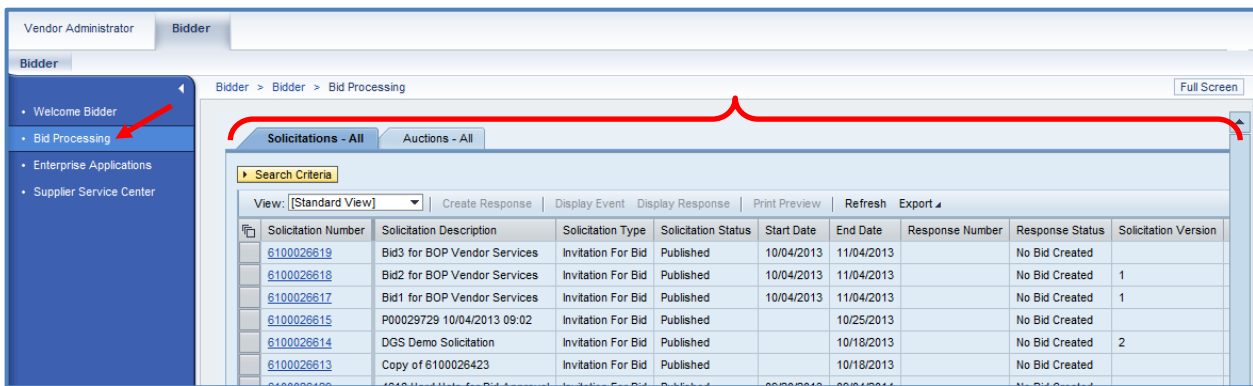
3. Enter the User ID and Password you created when you registered as a supplier, and select the **Log On** button.



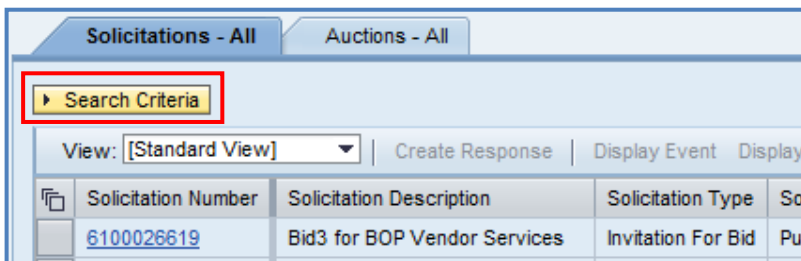
- Choose the **Bidder** role to begin. (Note – If you have been assigned only the Bidder role by your company, you will not need to perform this step because it will already be chosen by default.)



The resulting *Bid Processing* screen opens and will display your Personal Object Worklist (POWL). By default, the POWL will display all Solicitations (or RFX's) which are currently open for responses.



- If the search window for *Solicitation Number*, etc. is not visible, select the **Search Criteria** button to display the available search fields.



By default, the **Solicitation Status** field will display Current RFX because those are open for your Bid Response. (It is not recommended that you adjust the search criteria in your POWL with the status Ended RFX or Completed RFX.)

The screenshot shows a web interface for searching solicitations. At the top, there are tabs for 'Solicitations - All' and 'Auctions - All'. Below is a 'Search Criteria' section with several fields: 'Solicitation Number' (with a diamond icon and a 'To' field), 'Solicitation Status' (a dropdown menu currently showing 'Current RFX', highlighted with a red box), 'Creation Date' (with a diamond icon and a 'To' field), 'Deadline Date Flag' (a dropdown menu), 'Status' (a dropdown menu), 'Response Timeframe' (a dropdown menu), and 'Smart Number' (a text input field). There are 'Apply' and 'Clear' buttons at the bottom of the search criteria section. Below the search criteria is a 'View' dropdown set to '[Standard View]' and several action buttons: 'Create Response', 'Display Event', 'Display Response', and 'Print Pre'. At the very bottom, a table header is visible with columns: 'Solicitation Number', 'Solicitation Description', 'Solicitation Type', 'Solicitation Status', and 'Start D'.



There are numerous ways to search for and locate a specific Solicitation using the POWL Search Criteria.

Solicitation Number: The number assigned to the Solicitation document.

Solicitation Status: Used to display one of three (3) available statuses for the Solicitation document.

- Current RFX (system default)
- Ended RFX
- Completed RFX

Creation Date: The data that the Solicitation was created.

Deadline Date Flag: Used to display one of five (5) available timeframes for Solicitation submission deadlines.

- Today
- Next 7 Days
- Next 30 Days
- Next 90 Days
- Next 12 Months

Status: Used to display one of seven (7) available statuses for the supplier's bid Response document.

- Saved
- Bid submitted
- Bid Rejected
- Bid Accepted
- Transaction Completed
- Deleted
- Bid returned

Response Timeframe: Used to display one of five (5) available timeframes during which the supplier submitted their bid Response document.

- Today
- Last 7 Days
- Last 30 Days
- Last 90 Days
- Last 12 Months

Smart Number: The name and/or other information used to identify the Solicitation document.

6. Change the search criteria if desired, and select the **Apply** button to save and execute the new query.

The screenshot shows a web interface for searching solicitations. At the top, there are two tabs: "Solicitations - All" (selected) and "Auctions - All". Below the tabs is a "Search Criteria" section with a dropdown arrow. The form contains the following fields and controls:

- Solicitation Number: To [arrow]
- Solicitation Status:
- Creation Date: [calendar icon] To [calendar icon] [arrow]
- Deadline Date Flag: [dropdown arrow]
- Status:
- Response Timeframe:
- Smart Number:

At the bottom of the form, there are two buttons: "Apply" (circled in red) and "Clear".

Your search result(s) will display in a table format, as shown in the example below:

Solicitation Number	Solicitation Description	Solicitation Type	Solicitation Status	Start Date	End Date	Response Number	Response Status	Solicitation Version	Response Version	Start Time	End time
6100026370	Emergency Generators and Lighting	Invitation For Bid	Published	09/25/2013	09/25/2013		No Bid Created	1		17:01:00	17:25:00

Last Refresh 09/25/2013 17:02:42 EST [Refresh](#)



In the search result, note the information under each column heading:

Solicitation Number: The number assigned to the Solicitation document.

Solicitation Description: The name or other identification associated with the Solicitation document.

Solicitation Type: The [transaction] profile type of the Solicitation.

Solicitation Status: The status of the Solicitation.

Start Date: The date that the Solicitation will be available for supplier Responses. (If you attempt to view or respond to the Solicitation before the Start Date, it will not be available.)

End Date: The deadline date for submission of bid Responses.

Response Number: The number assigned to your company's Response to the Solicitation.

Response Status: The status of your company's Response to the Solicitation.

Solicitation Version: The most current version of the Solicitation.

Response Version: The most current version of your company's Response to the Solicitation.

Start Time: The time that the Solicitation will be available for Responses.

End Time: The deadline time for submission of bid Responses.

View/Respond to a Solicitation

After locating a Solicitation, it is very important that you carefully review the entire document prior to creating and submitting your response. Ensure that you understand all requirements of the Solicitation. If you do not, and need clarification, contact the Commonwealth Purchasing Professional Agent who is responsible for the Solicitation.

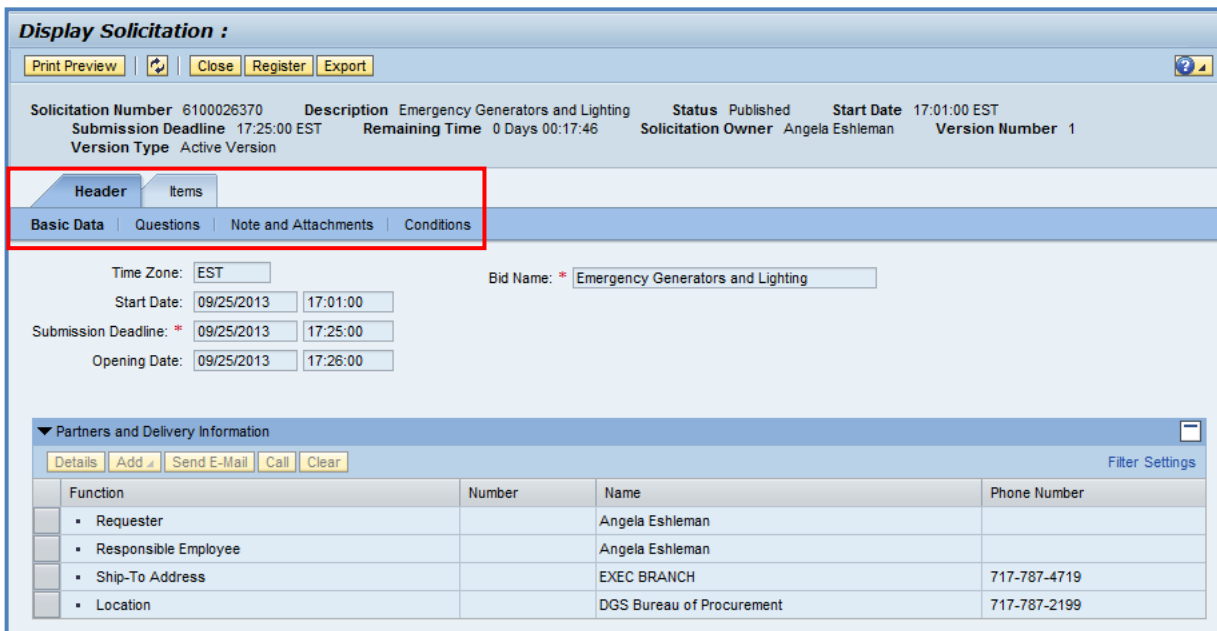
Viewing the Solicitation

1. Select the Solicitation number to display the document.



Solicitation Number	Solicitation Description	Solicitation Type	Solicitation Status	Start Date	End Date	Response Number	Response Status	Solicitation Version	Response Version	Start Time	End time
6100026370	Emergency Generators and Lighting	Invitation For Bid	Published	09/25/2013	09/25/2013		No Bid Created	1		17:01:00	17:25:00

The *Display* function allows you to see the solicitation data on two tabs: Header and Items. These two tabs are each broken down into sub-tabs.



Display Solicitation :

Print Preview | Close | Register | Export

Solicitation Number: 6100026370 Description: Emergency Generators and Lighting Status: Published Start Date: 17:01:00 EST
Submission Deadline: 17:25:00 EST Remaining Time: 0 Days 00:17:46 Solicitation Owner: Angela Eshleman Version Number: 1
Version Type: Active Version

Header | Items

Basic Data | Questions | Note and Attachments | Conditions

Time Zone: EST Bid Name: * Emergency Generators and Lighting

Start Date: 09/25/2013 17:01:00
Submission Deadline: * 09/25/2013 17:25:00
Opening Date: 09/25/2013 17:26:00

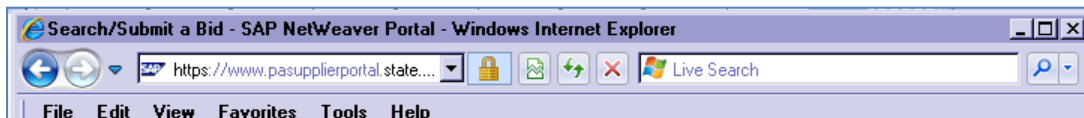
Partners and Delivery Information

Details | Add | Send E-Mail | Call | Clear Filter Settings

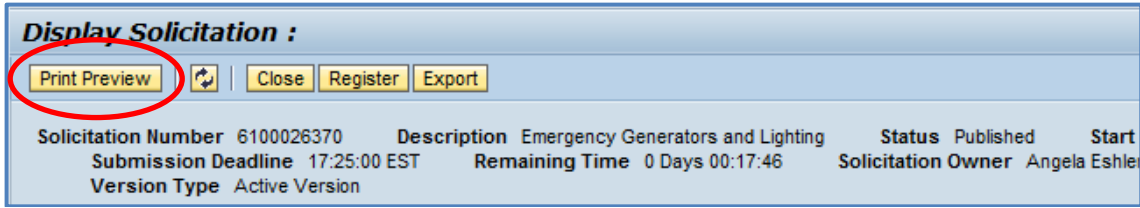
Function	Number	Name	Phone Number
Requester		Angela Eshleman	
Responsible Employee		Angela Eshleman	
Ship-To Address		EXEC BRANCH	717-787-4719
Location		DGS Bureau of Procurement	717-787-2199



Caution – do not use Internet Explorer’s navigation controls:



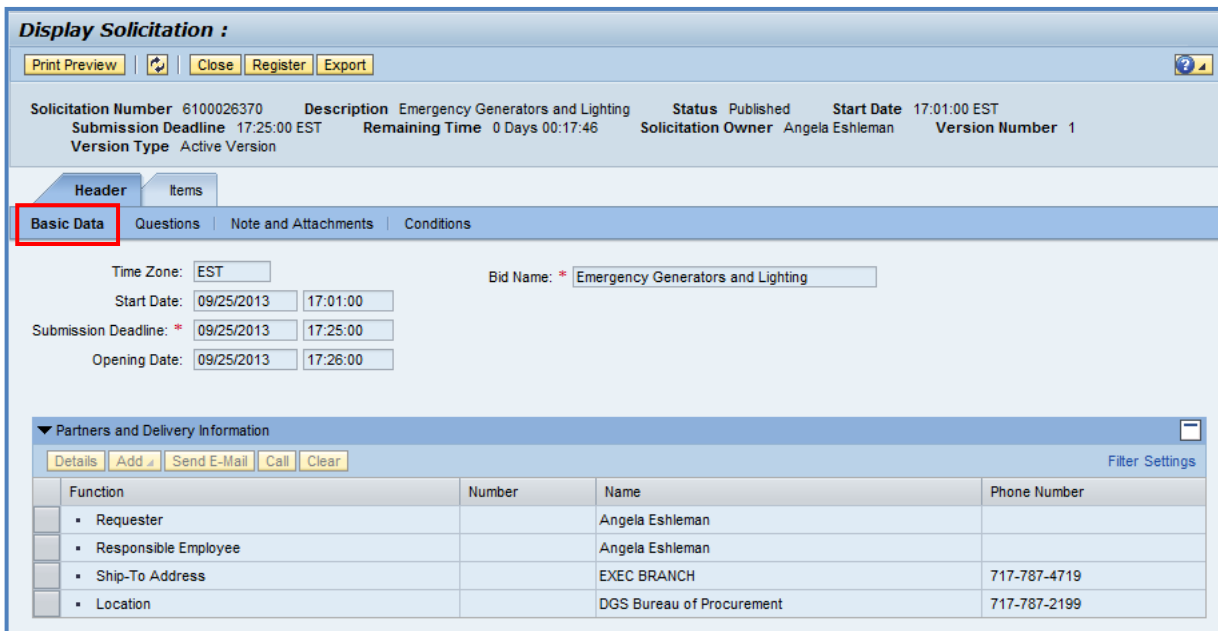
You may also view, download, and/or print an Adobe PDF copy of the Solicitation document by selecting the **Print Preview** button.



Header Tab

The *Header* tab provides information that is pertinent to the Solicitation as a whole (as opposed to line item-specific). By default, you are on the *Header* tab, *Basic Data* sub-tab.

The *Basic Data* sub-tab contains details such as the **Start/Submission Deadline Dates** and times, and the **Opening Date** and time. It also contains information pertaining to the Commonwealth Purchasing Professional who is responsible for the Solicitation.



2. Select the *Notes and Attachments* sub-tab.

The *Notes and Attachments* sub-tab contains information provided by the Commonwealth to further describe the specifications and conditions of the Solicitation. Information can be displayed as text and/or document attachment(s).

3. Select the **Tendering Text** link to display text.
4. Select the document link in the **Description** column to display an attachment.

The screenshot shows a software interface with a 'Header' and 'Items' section. The 'Note and Attachments' tab is highlighted with a red box. Below this, there are two sections: 'Notes' and 'Attachments'.

Notes Section:

Category	Description
Tendering text	The Commonwealth of PA is soliciting bids for purchase a...
	-Empty-

Attachments Section:

Category	Description	File Name	Version	Processor	Checked Out	Type	Size (KB)	Changed by	Changed on
Standard Attachment	STATE OF MANUFACTURE FORM	State of Manufacture form.docx	1		<input type="checkbox"/>	docx	14	P00068292	09/25/2013
Standard Attachment	Specifications for Lighting	Specifications for Lighting.docx	1		<input type="checkbox"/>	docx	19	P00068292	09/25/2013
Standard Attachment	Specifications for Generator	Specifications for Generator.docx	1		<input type="checkbox"/>	docx	16	P00068292	09/25/2013
Legal Document	Terms and Conditions	Document	1		<input type="checkbox"/>	pdf	44	SRMRFC	09/25/2013



Important Note: The attachments provided by the Commonwealth can be accessed at this time only.

After selecting Create Response as described on Page 4-* of this Guide, the new *Notes and Attachments* section is reserved for the supplier to add their own comments along with uploading completed documents.

Be sure to open and save any required files to your computer before creating a response.

Items Tab

The *Items* tab provides information associated with specific line items, including Quantities and Units of Measure.

In the *Item Overview* area, you will find a listing of all line items in the Solicitation.

5. To view additional line item detail, first choose (highlight) the applicable line item, and then select the **Details** button.

Display Solicitation :

Print Preview Close Register Export

Solicitation Number: 6100026370 Description: Emergency Generators and Lighting Status: Published Start Date: 17:01:00 EST Submission Deadline: 17:25:00 EST
Remaining Time: 0 Days 00:20:33 Solicitation Owner: Angela Eshleman Version Number: 1 Version Type: Active Version

Header Items

Item Overview

Details Add Line Add Subline Cut Copy Paste Delete Expand All Collapse All Filter Settings Hide Outline

Line Number	Item Type	Option Type	Product ID	Description	Lot	Product Category	Revision Level	Quantity	Unit	Currency	Delivery Date	Notes	Attachments	Total Value	Internal Item Number
1	Material		Generators			26131803		15,000	EA			1	0		1
2	Material		Lighting			39111800		15,000	EA			1	0		2

Depending on the type of procurement, the *Item Data* sub-tab may contain additional detailed requirements such as **Manufacturer Part Number** and **External Manufacturer**, etc.

Item: Generators

Item Data Questions Notes and Attachments Conditions

Identification

Product ID: _____ Currency, Values and Pricing
Description: Generators Required Quantity: 15,000 Each
Product Category: 26131803 GENERATOR CONTROL/PR Service and Delivery
Lot:

Further Properties

Manufacturer Part Number: _____
External Manufacturer: _____

Partners and Delivery Information

Function	Number	Name	Phone Number
Requester		Angela Eshleman	
Ship-To Address		EXEC BRANCH	717-787-4719
Location		DGS Bureau of Procurement	717-787-2199

6. Select the *Notes and Attachments* sub-tab.

Here the *Notes and Attachments* sub-tab contains information which is specific to the line item. Again, information can be displayed as text and/or document attachment(s).

Item: Generators

Item Data Questions Notes and Attachments Conditions

Notes

Clear Filter Settings

Category	Description
Tendering text	Honda EU2000iAC 2000 Watt Inverter Generator

Attachments

Add Attachment Edit Description Versioning Delete Filter Settings

Category	Description	File Name	Version	Processor	Checked Out	Type	Size (KB)	Changed by	Changed on
The table does not contain any data									

Responding to the Solicitation

1. Select the **Register** button.

The screenshot shows the 'Display Solicitation' interface. At the top, there are buttons for 'Print Preview', 'Close', 'Register', and 'Export'. The 'Register' button is circled in red. Below the buttons, the following information is displayed:

Solicitation Number	6100026370	Description	Emergency Generators and Lighting	Status	Published	Start Date	17
Remaining Time	0 Days 00:14:24	Solicitation Owner	Angela Eshleman	Version Number	1	Version Type	

Below this is a tabbed interface with 'Header' and 'Items' tabs. The 'Items' tab is active, showing an 'Item Overview' section with a table of items:

Line Number	Item Type	Option Type	Product ID	Description	Lot	Product Category	Revision Level	Quantity	Unit	Cur
	Material			Generators		26131803		15.000	EA	
	Material			Lighting		39111800		15.000	EA	

The message "You are registered to the RFX and will be informed of changes" is returned.

2. Select the **Create Response** button.

The screenshot shows the 'Display Solicitation' interface. At the top, there are buttons for 'Print Preview', 'Close', 'Create Response', and 'Export'. The 'Create Response' button is highlighted with a red box. Below the buttons, a message is displayed:

You are registered to the RFX and will be informed of changes

Below this is a tabbed interface with 'Header' and 'Items' tabs. The 'Header' tab is active, showing the following information:

Solicitation Number	6100026370	Description	Emergency Generators and Lighting	Status	Published	Start Date	17:01:00
Submission Deadline	17:25:00 EST	Remaining Time	0 Days 00:13:43	Solicitation Owner	Angela Eshleman	Vers	
Version Type	Active Version						

The *Create Response* screen is displayed. (For the moment, disregard the error messages at the top of the page. They will be resolved while processing the Response.)

By default, you are on the **Header** tab, *Basic Data* sub-tab.

3. Select the *Questions* sub-tab.

The screenshot shows the 'Create Response' interface. At the top, there are buttons for 'Submit', 'Read Only', 'Print Preview', 'Check', 'Close', and 'Save'. Below the buttons, there are two error messages:

- Question "Has the submitter read, and does the submitter und" is mandatory; maintain Question value
- Question "Is the offer in accordance with the "Representation" is mandatory; maintain Question value

Below the error messages, the following information is displayed:

Solicitation Response Number	6500067066	Solicitation Number	6100026370	Status	In Process	Submission Deadline	09/25/2013 17:25:00 EST
Opening Date	09/25/2013 17:26:00 EST	Solicitation Owner	0 Days 00:12:50	RFX Owner	Angela Eshleman		
Response Version Number	0.00 USD	Version Number	Active Version	RFX Version Number	1		

Below this is a tabbed interface with 'Header', 'Items', 'Summary', and 'Tracking' tabs. The 'Header' tab is active, showing a sub-tabbed interface with 'Basic Data', 'Questions', and 'Notes and Attachments' sub-tabs. The 'Questions' sub-tab is highlighted with a red box.

Below the sub-tabs, there are two sections: 'Event Parameters' and 'Status and Statistics'.

Event Parameters

Validity Period: -
Currency:
Target Value of RFX Response: USD

Status and Statistics

Created On:
Created By:
Last Processed On:
Last Processed By:

Below these sections is a section for 'Partners and Delivery Information' with a table:

Function	Number	Name	Phone Number
Ship-To Address		EXEC BRANCH	717-787-4719
Location		DGS Bureau of Procurement	717-787-2199

- Respond to each of the questions by selecting the dropdown in the **Reply** column.
- Select the *Notes and Attachments* sub-tab.

Create Response

Submit | Read Only | Print Preview | Check | Close | Save

Question "Has the submitter read, and does the submitter und" is mandatory; maintain Question value

Question "Is the offer in accordance with the "Representatio" is mandatory; maintain Question value

Solicitation Response Number 6500067066 Solicitation Number 6100026370 Status In Process Submission Deadline 09/25/2013 17:25:00 EST
 Opening Date 09/25/2013 17:26:00 EST Solicitation Owner 0 Days 00:12:50 RFX Owner Angela Eshleman Response Version Number 0.00 USD Version Number Active Version
 RFX Version Number 1

Header | Items | Summary | Tracking

Basic Data | Questions | Notes and Attachments

Question	Reply	Comment
Is the offer in accordance with the "Representations and Authorizations" listed in section "Submission – 001.1" of the attached solicitation document?:	<input type="text"/>	<input type="text"/>
Has the submitter read, and does the submitter understand, the "Representations and Authorizations" listed in section "Submission – 001.1" of the attached solicitation document?:	<input type="text"/>	<input type="text"/>

- Enter any applicable notes under *Bidder's Remarks*, and/or *Add Attachments* into your bid Response.

Create Response

Submit | Read Only | Print Preview | Check | Close | Save

Solicitation Response Number 6500067066 Solicitation Number 6100026370 Status In Process Submission Deadline 09/25/2013 17:25:00 EST
 Opening Date 09/25/2013 17:26:00 EST Solicitation Owner 0 Days 00:11:19 RFX Owner Angela Eshleman Response Version Number 0.00 USD
 Version Number Active Version RFX Version Number 1

Header | Items | Summary | Tracking

Basic Data | Questions | Notes and Attachments

Notes

Category	Description
Conditions of Participation	-Empty-
Bid Invitation/Auction Text	The Commonwealth of PA is soliciting bids for purchase a...
Bidder's Remarks	-Empty-
Purchaser's Remarks	-Empty-

Attachments

Add Attachment | Edit Description | Versioning | Delete

Category	Description	File Name	Version	Processor	Checked Out	Type	Size (KB)	Changed by	Changed on
The table does not contain any data									



Important Note: If the solicitation requires that a price list be completed and attached, it should be done at this time.

In this instance, you would not perform Steps 7-9 below to enter line item prices.

7. Select the *Items* tab.

8. In the *Item Overview* area, enter your pricing data in the **Price** field for each line item.

The screenshot shows the 'Create Response' application interface. At the top, there are navigation buttons: Submit, Read Only, Print Preview, Check, Close, Save. Below this is a header section with the following information: Solicitation Response Number: 6500067066, Solicitation Number: 6100026370, Status: In Process, Submission Deadline: 09/25/2013 17:25:00 EST, Opening Date: 09/25/2013 17:26:00 EST, Solicitation Owner: 0 Days 00:11:19, RFX Owner: Angela Eshleman, Response Version Number: 0.00 USD, Version Number: Active Version, RFX Version Number: 1.

The main area is titled 'Item Overview' and contains a table with the following columns: Line Number, Description, Item Type, Product ID, Product Category, Product Category Description, Required Quantity, Unit, Price, Currency, Price Per, Total Value, RFX / Response, RFX / Response, Internal Item Number. The first row is highlighted in orange and has a red box around the 'Price' field, which contains the value '0.00'. The second row is also highlighted in orange and has a red box around the 'Price' field, which contains the value '0.00'. The table ends with a 'Total Value' of 0.00 USD.

9. Alternately, select the **Details** button to enter pricing data at the item detail level.

The screenshot shows the 'Details for item Lighting' application interface. At the top, there are navigation buttons: Item Data, Questions, Notes and Attachments, Conditions, Payment. Below this is a 'Basic Data' section with the following information: Identification, Product Category: 39111800 LIGHTING ACCESSORIES, Currency: United States Dollar, Quantity: 15,000 EA, Price: 1294.97, USD Per: 1 EA, Description: Lighting, Net value: 0.00. The 'Price' field is highlighted with a red box.

Below the 'Basic Data' section is a 'Partners and Delivery Information' section with a table containing the following information:

Function	Number	Name	Phone Number
Requester		Angela Eshleman	
Ship-To Address		EXEC BRANCH	717-787-4719
Location		DGS Bureau of Procurement	717-787-2199

10. Select the *Summary* tab.

11. Carefully review all of the information displayed. If necessary, make any corrections to the bid Response entries. (Note that **Conditions** means pricing; in the example below, *2 conditions added* means that prices were submitted for 2 line items.)

The screenshot shows the 'Create Response' application interface. At the top, there are navigation buttons: Submit, Read Only, Print Preview, Check, Close, Save. Below this is a header section with the following information: Solicitation Response Number: 6500067066, Solicitation Number: 6100026370, Status: In Process, Submission Deadline: 09/25/2013 17:25:00 EST, Opening Date: 09/25/2013 17:26:00 EST, Solicitation Owner: 0 Days 00:07:10, RFX Owner: Angela Eshleman, Response Version Number: 0.00 USD, Version Number: Active Version, RFX Version Number: 1.

The main area is titled 'Summary' and contains the following information: RFX Response Number: 6500067066, Items with Response: 2 out of 2 items responded to, Questions: 2 out of 2 questions answered (2 out of 2 mandatory), Notes: 3 notes added, Attachments: 1 attachments added, Conditions: 2 conditions added, Total RFX Response Value: 32,838.15 USD.

12. Select the **Check** button.

The screenshot shows the 'Create Response' interface. At the top, there is a navigation bar with buttons: Submit, Read Only, Print Preview, Check, Close, and Save. The 'Check' button is circled in red. Below the navigation bar, there is a summary section with the following information: Solicitation Response Number 6500067066, Solicitation Number 6100026370, Status RFX C, Opening Date 09/25/2013 17:26:00 EST, Solicitation Owner 0 Days 00:07:10, Version Number Active Version, and RFX Version Number 1. At the bottom, there are tabs for Header, Items, Summary, and Tracking. The 'Summary' tab is selected.

13. Review all resulting messages and resolve any errors, if applicable.

Note: If the solicitation requires that a price list be completed and attached, it should be done at this time.

In this instance, you would not perform Steps 7-9 below to enter line item prices.

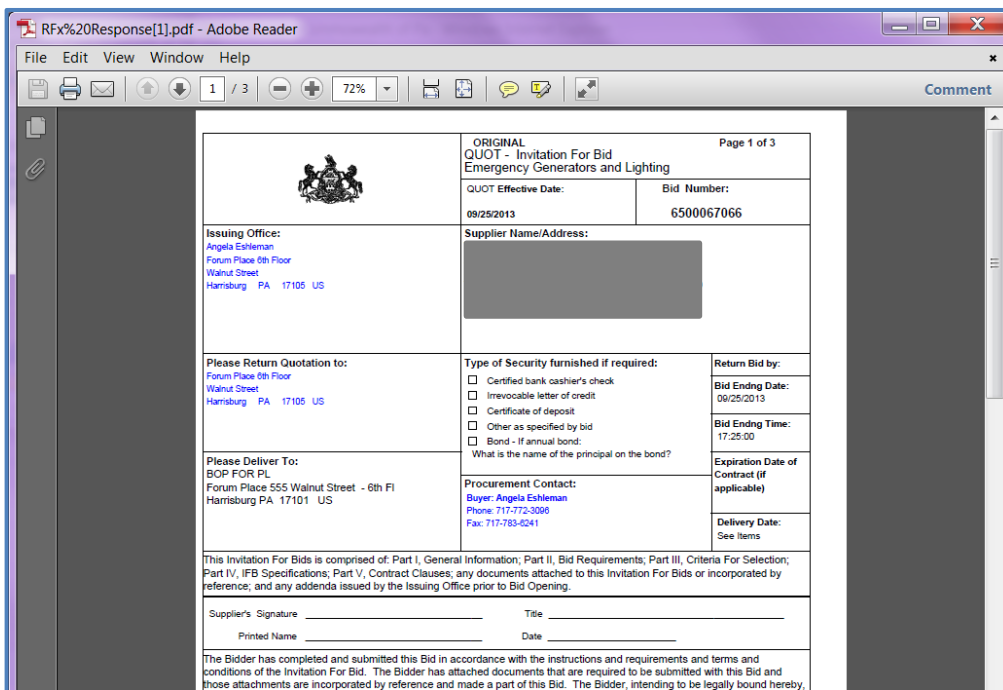
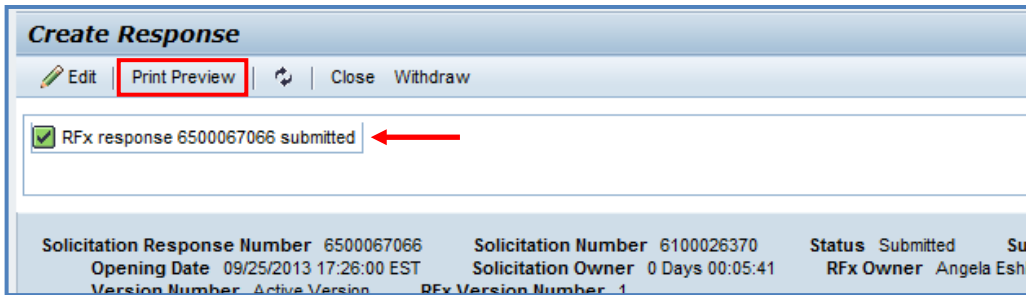
Errors that must be resolved in order for you to submit your bid response are indicated by . Messages with are provided for informational purposes only and can be disregarded.

14. Select the **Submit** button if your bid response is complete, or **Save** if you are not yet ready to submit.

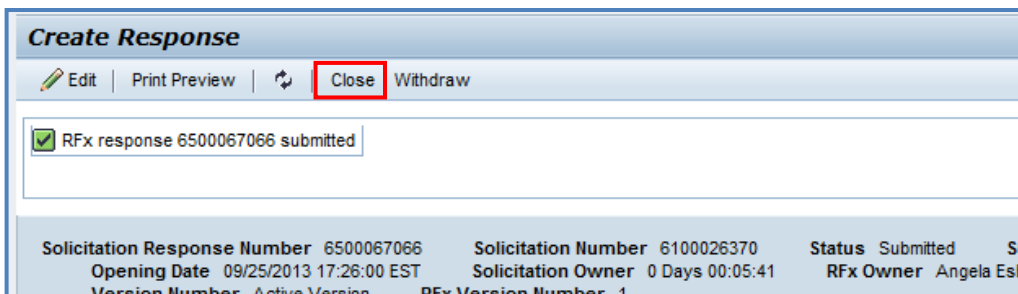
The screenshot shows the 'Create Response' interface. At the top, there is a navigation bar with buttons: Submit, Read Only, Print Preview, Check, Close, and Save. The 'Submit' and 'Save' buttons are highlighted with red boxes. Below the navigation bar, there is a message box with a green checkmark icon and the text: 'RFX response is complete and contains no errors'. Below the message box, there is a summary section with the following information: Solicitation Response Number 6500067066, Solicitation Number 6100026370, Status In Process, Opening Date 09/25/2013 17:26:00 EST, Solicitation Owner 0 Days 00:07:10, RFX Owner Angela Es, Version Number Active Version, and RFX Version Number 1. At the bottom, there are tabs for Header, Items, Summary, and Tracking. The 'Summary' tab is selected.

A corresponding message will display that your bid has been *Held* or *Submitted*.

15. If you wish, select the **Print Preview** button to see your entire Response in PDF format.



16. Select the **Close** button to exit your bid Response.



The POWL refreshes to display the submitted *Response Number* and *Response Status*.

17. If you wish to make any edits and/or withdraw your Response prior to the Submission Deadline, select the *Response Number* link.

Solicitation Number	Solicitation Description	Solicitation Type	Solicitation Status	Start Date	End Date	Response Number	Response Status	Solicitation Version	Response Version	Start Time	End time
6100026370	Emergency Generators and Lighting	Invitation For Bid	Published	09/25/2013	09/25/2013	6500067066	Submitted			17:01:00	17:25:00

18. Select the **Edit** button to begin making changes.

19. Alternately, select the **Withdraw** button to withdraw your Response.

Create Response

[Edit](#) [Print Preview](#) [Close](#) [Withdraw](#)

Solicitation Response Number 6500067066 Solicitation Number 6100026370 Status Submitted
Submission Deadline 09/25/2013 17:25:00 EST Opening Date 09/25/2013 17:26:00 EST Solicitation Owner 0 Days 00:04:45
RFx Owner Angela Eshleman Response Version Number 0.00 USD Version Number Active Version RFx Version Number 1

Header Items Summary Tracking

Basic Data Questions Notes and Attachments

Event Parameters

Validity Period: -
Currency:
Target Value of RFx Response: USD

Status and Statistics

Created On:
Created By:
Last Processed On:
Last Processed By:

Partners and Delivery Information

Details Send E-Mail Call Clear [Filter Settings](#)

Function	Number	Name	Phone Number
▪ Ship-To Address		EXEC BRANCH	717-787-4719
▪ Location		DGS Bureau of Procurement	717-787-2199

Edit a RFX Response

1. Select the **Edit** button to begin making changes.
2. Navigate through the document and make any necessary changes.

In the below example, we have revised the price for Line Item 2.

Line Number	Description	Item Type	Product ID	Product Category	Product Category Description	Required Quantity	Unit	Price	Currency	Price
1	Generators	Material	26131803	GENERATOR CONTROL/PR	15.000	EA	894.24	USD		
2	Lighting	Material	39111800	LIGHTING ACCESSORIES	15.000	EA	1250	USD		
3		Material					0.00	USD		
4		Material					0.00	USD		

3. Select the *Summary* tab.
4. Carefully review the revised information, including the new *Response Value*.

RFX Response Number: 6500067066

Items with Response: 2 out of 2 items responded to

Questions: 2 out of 2 questions answered (2 out of 2 mandatory)

Notes: 3 notes added

Attachments: 1 attachments added

Conditions: 2 conditions added

Total RFX Response Value: 32,163.60 USD

5. Select the **Check** button, and address any resulting error messages.
6. Select the **Submit** button.

Submit | Read Only | Print Preview | **Check** | Close | Save

RFX response is complete and contains no errors

Solicitation Response Number 6500067066 Solicitation Number 6100026370 Status In Process
Submission Deadline 09/25/2013 17:25:00 EST Opening Date 09/25/2013 17:26:00 EST Solicitation Owner

A message displays confirming submission of the updated Response.

7. Select the **Close** button to exit your bid Response.

The screenshot shows the 'Create Response' interface. At the top, there are buttons for 'Edit', 'Print Preview', 'Close', and 'Withdraw'. The 'Close' button is highlighted with a red box. Below the buttons, a message box contains a green checkmark and the text 'RFx response 6500067066 submitted'. Below the message box, there is a summary table with the following data:

Solicitation Response Number	6500067066	Solicitation Number	6100026370	Status	Submitted
Submission Deadline	09/25/2013 17:25:00 EST	Opening Date	09/25/2013 17:26:00 EST	Solicitation Owner	0 Days 00:02:16
RFx Owner	Angela Eshleman	Response Version Number	0.00 USD	Version Number	Active Version
				RFx Version Number	1

Below the table, there are tabs for 'Header', 'Items', 'Summary', and 'Tracking'. The 'Summary' tab is selected. At the bottom, there is a text input field for 'RFx Response Number' with the value '6500067066'.

Withdraw/Re-Submit a RFx Response

1. Select the **Withdraw** button prior to the Submission Deadline to withdraw your bid Response.

The screenshot shows the 'Create Response' interface. At the top, there are buttons for 'Edit', 'Print Preview', 'Close', and 'Withdraw'. The 'Withdraw' button is highlighted with a red box. Below the buttons, there is a summary table with the following data:

Solicitation Response Number	6500067066	Solicitation Number	6100026370	Status	Submitted
Submission Deadline	09/25/2013 17:25:00 EST	Opening Date	09/25/2013 17:26:00 EST	Solicitation Owner	0 Days 00:02:16
RFx Owner	Angela Eshleman	Response Version Number	0.00 USD	Version Number	Active Version
				RFx Version Number	1

Below the table, there are tabs for 'Header', 'Items', 'Summary', and 'Tracking'. The 'Summary' tab is selected. At the bottom, there is a text input field for 'RFx Response Number' with the value '6500067066' and another text input field for 'Items with Response' with the value '2 out of 2 items responded to'.

A message displays confirming that the Response was withdrawn.

Note that the option to *Re-Submit* becomes available.

2. Select the **Re-Submit** button to resubmit the Response.

The screenshot shows the 'Create Response' interface. At the top, there are buttons for 'Edit', 'Print Preview', 'Check', 'Close', and 'Re-Submit'. The 'Re-Submit' button is highlighted with a red box. Below the buttons, a message box contains a green checkmark and the text 'RFx response 6500067066 (Emergency Generators and Lighting) withdrawn'. Below the message box, there is a summary table with the following data:





Solicitation Response Number	6500067066	Solicitation Number	6100026370	Status	Withdrawn
Submission Deadline	09/25/2013 17:25:00 EST	Opening Date	09/25/2013 17:26:00 EST	Solicitation Owner	0 Days 00:01:59
RFx Owner	Angela Eshleman	Response Version Number	0.00 USD	Version Number	Active Version
				RFx Version Number	1

Below the table, there are tabs for 'Header', 'Items', 'Summary', and 'Tracking'. The 'Summary' tab is selected. At the bottom, there is a text input field for 'RFx Response Number' with the value '6500067066' and another text input field for 'Items with Response' with the value '2 out of 2 items responded to'.

A message displays confirming resubmission of the Response.

3. Select the **Close** button to exit your bid Response.

Create Response

 Edit |  Print Preview |  Close |  Withdraw


Rfx response 6500067066 (Emergency Generators and Lighting) resubmitted
 Rfx response is complete and contains no errors

Solicitation Response Number	6500067066	Solicitation Number	6100026370	Status	Submitted
Submission Deadline	09/25/2013 17:25:00 EST	Opening Date	09/25/2013 17:26:00 EST	Solicitation Owner	0 Days 00:01:41
Rfx Owner	Angela Eshleman	Response Version Number	0.00 USD	Version Number	Active Version
				Rfx Version Number	1

Header | Items | **Summary** | Tracking

Rfx Response Number:

Items with Response:

	<p>If you need assistance with viewing and/or responding to a solicitation in the PA Supplier Portal, please contact the <i>Customer Service Center</i> by dialing toll-free (877) 435-7363 and select Option 2, or send an e-mail to srmhelp@pa.gov.</p>
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END

ATTACHING FOLLOW-ON DOCUMENTS TO YOUR BID

The “[Tendering Text](#)” link, found under the [Header Tab](#), carries any and all Follow-on Documents. Some are general knowledge and others are for you to complete and attach to your bid.

Scroll down to the [Attachments](#) area to view a particular bid’s Follow-on Documents and view by double clicking on the title of the document.

Unless [Tendering Text](#) instructs otherwise, complete the necessary documents electronically and then you are ready to attach to your bid.

- Select “**file**” and then “**save as**” from the new document window
- Your computer will then present possible locations for the document to be saved; it is suggested that “**Desktop**” be selected
- Then select “**Save**”
- Close the new document window and then select “[Notes and Attachments](#),” found under the [Header Tab](#)
- Scroll down to [Attachments](#) and select the “[Add Attachments](#)” button
- In the pop-up box, select the “[Browse](#)” button
- Again, your computer will present all possible places the document could have been saved. Double Click on “**Desktop**”
- Once your Desktop items appear, double click on the subject document. The path will then populate in Browse field
- Select “[OK](#)”

And your Follow-on Document has been attached