

CN Number: N/A  
 SRM Parent Number: N/A  
 SAP/SRM Contract Number: 4400004306  
 Change Number: 2024-3  
 Change Effective Date: 3/15/2024

**COMMONWEALTH OF PENNSYLVANIA  
 DEPARTMENT OF GENERAL SERVICES  
 HARRISBURG**

**For:** All using Agencies of the Commonwealth  
**Subject:** Supplies Manufactured and Services Performed by Persons with Disabilities;  
 UniqueSource Products & Services  
**Contract Period:** Beginning May 4, 2009 and Ending December 31, 9999  
**Program Manager:** Betty Goodling-Weimer, Tel. 717-787-7324, Fax 717-783-6241

**CHANGE SUMMARY:**

The following changes are effective March 15, 2024:

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Add	23461661	363958	PATCH,30-YEAR,3-3/4X5-1/2,FOR 36X36 SIGN	55120000	\$ 3.75	EA
Add	23461662	363959	PATCH,30-YEAR,4-1/2X7,FOR 48X48 SIGN	55120000	\$ 4.38	EA
Add	24323540	363960	SIGN,RLUP,48X48,D14-103,ALL TRAFFIC EXIT	55121704	\$ 266.26	EA
Add	24274686	363961	SIGN,RLUP,48X60,R4-7,KEEP RIGHT	55121704	\$ 230.10	EA
Add	24274691	363962	SIGN,RLUP,48X60,R4-9,STAY IN LANE	55121704	\$ 230.10	EA

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Delete	18768863	322748	TSHIRT,CREW,CLS II,1CLRLOGO,YGR,S	46181500	NA	NA
Delete	18768864	322749	TSHIRT,CREW,CLS II,1CLRLOGO,YGR,M	46181500	NA	NA
Delete	18768865	322750	TSHIRT,CREW,CLS II,1CLRLOGO,YGR,L	46181500	NA	NA
Delete	18768866	322751	TSHIRT,CREW,CLS II,1CLRLOGO,YGR,XL	46181500	NA	NA
Delete	18768867	322752	TSHIRT,CREW,CLS II,1CLRLOGO,YGR,2XL	46181500	NA	NA
Delete	18768868	322753	TSHIRT,CREW,CLS II,1CLRLOGO,YGR,3XL	46181500	NA	NA
Delete	18768869	322754	TSHIRT,CREW,CLS II,1CLRLOGO,YGR,4XL	46181500	NA	NA
Delete	18768870	323220	TSHIRT,CREW,CLS II,1CLRLOGO,YGR,5XL	46181500	NA	NA
Delete	18788010	322755	TSHIRT,CREW,CLS II,1CLRLOGO,YGR,TALL,S	46181500	NA	NA
Delete	18788011	322756	TSHIRT,CREW,CLS II,1CLRLOGO,YGR,TALL,M	46181500	NA	NA
Delete	18788012	322757	TSHIRT,CREW,CLS II,1CLRLOGO,YGR,TALL,L	46181500	NA	NA
Delete	18788013	322758	TSHIRT,CREW,CLS II,1CLRLOGO,YGR,TALL,XL	46181500	NA	NA
Delete	18788014	322759	TSHIRT,CREW,CLS II,1CLRLOGO,YGR,TALL,2XL	46181500	NA	NA
Delete	18788015	322760	TSHIRT,CREW,CLS II,1CLRLOGO,YGR,TALL,3XL	46181500	NA	NA
Delete	18788016	322761	TSHIRT,CREW,CLS II,1CLRLOGO,YGR,TALL,4XL	46181500	NA	NA
Delete	18788017	323221	TSHIRT,CREW,CLS II,1CLRLOGO,YGR,TALL,5XL	46181500	NA	NA

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

CN Number: N/A  
 SRM Parent Number: N/A  
 SAP/SRM Contract Number: 4400004306  
 Change Number: 2024-2  
 Change Effective Date: 2/1/2024

**COMMONWEALTH OF PENNSYLVANIA  
 DEPARTMENT OF GENERAL SERVICES  
 HARRISBURG**

**For:** All using Agencies of the Commonwealth  
**Subject:** Supplies Manufactured and Services Performed by Persons with Disabilities;  
 UniqueSource Products & Services  
**Contract Period:** Beginning May 4, 2009 and Ending December 31, 9999  
**Program Manager:** Betty Goodling-Weimer, Tel. 717-787-7324, Fax 717-783-6241

**CHANGE SUMMARY:**

The following changes are effective February 1, 2024:

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Delete	18767717	345085	HAT,HARD,VGRD,WHT,MUFFS,SHLD,RFLCTV	46181701	NA	NA
Delete	18767719	345109	HAT,HARD,VGRD,BLU,MUFFS,SHLD,RFLCTV	46181701	NA	NA
Delete	18767721	345105	HAT,HARD,VGRD,ORN,MUFFS,SHLD,RFLCTV	46181701	NA	NA
Delete	18767723	345081	HAT,HARD,VGRD,YGR,MUFFS,SHLD,RFLCTV	46181701	NA	NA
Delete	18790389	297371	HAT,HARD,VGRD,WHT,MUFFS,SHLD	46181701	NA	NA

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Delete	18790390	345110	HAT,HARD,VGRD,BLU,MUFFS,SHLD	46181701	NA	NA
Delete	18790391	345106	HAT,HARD,VGRD,ORN,MUFFS,SHLD	46181701	NA	NA
Delete	18790392	345082	HAT,HARD,VGRD,YGR,MUFFS,SHLD	46181701	NA	NA

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

CN Number: N/A  
 SRM Parent Number: N/A  
 SAP/SRM Contract Number: 4400004306  
 Change Number: 2024-1  
 Change Effective Date: 1/2/2024

**COMMONWEALTH OF PENNSYLVANIA  
 DEPARTMENT OF GENERAL SERVICES  
 HARRISBURG**

**For:** All using Agencies of the Commonwealth  
**Subject:** Supplies Manufactured and Services Performed by Persons with Disabilities;  
 UniqueSource Products & Services  
**Contract Period:** Beginning May 4, 2009 and Ending December 31, 9999  
**Program Manager:** Betty Goodling-Weimer, Tel. 717-787-7324, Fax 717-783-6241

**CHANGE SUMMARY:**

Effective January 2, 2024, the contract price lists for materials and services with pre-established fair market prices have been updated in accordance with the annual price adjustment clause referenced in the DGS-UniqueSource Operational Agreement. **The revised price lists are attached to the contract overview form posted on eMarketplace.**

The following additional changes are effective January 2, 2024:

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Add	25877196	297186	CLEANER,TRUCK WASH,CONC,1-55GAL	47131828	764.96	EA
Add	25877192	300608	CLEANER,SOLVENT,CITRUS BASED,1-55GAL	47131800	1,264.42	EA
Add	25877194	363828	CLEANER,SOLVENT,ASPHALT REMOVER,1-55GAL	47131800	1,961.29	EA

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
*Add	25682122	363189	NOTEBOOK, SPIRAL, PERF, COLL RULE, 100 SHTS	14111514	NA	NA
Revised FMP	18770370	297568	POST, GUIDERAIL, 35, TYPE B, WHT, 2S-BLU	46161508	16.43	EA
Revised FMP	18770371	297522	POST, GUIDE, 52, WHT, 2S-BLU, GM2	46161508	24.39	EA
Revised FMP	18770376	297523	POST, GUIDE, W/PLSTC PCH, 48, BRN, 1S-WHT, GM2	46161508	23.28	EA
Revised FMP	18770377	297524	POST, GUIDE, W/PLSTC PCH, 48, BRN, 2S-WHT, GM2	46161508	24.15	EA
Revised FMP	18770379	297525	POST, GUIDE, W/PLSTC PCH, 48, BRN, 1S-YEL, GM2	46161508	23.28	EA
Revised FMP	18770380	297526	POST, GUIDE, W/PLSTC PCH, 48, BRN, 2S-YEL, GM2	46161508	24.15	EA
Revised FMP	18770382	297527	POST, GUIDE, 48, WHT, 1S-WHT, GM2	46161508	23.24	EA
Revised FMP	18770383	297528	POST, GUIDE, 48, WHT, 2S-WHT, GM2	46161508	24.12	EA
Revised FMP	18770384	297529	POST, GUIDE, 48, YEL, 1S-YEL, GM2	46161508	23.24	EA
Revised FMP	18770385	297530	POST, GUIDE, 48, YEL, 2S-YEL, GM2	46161508	24.12	EA
Revised FMP	18770386	297531	POST, GUIDE, 48, GRY, 1S-WHT, GM2	46161508	23.24	EA
Revised FMP	18770387	297532	POST, GUIDE, 48, GRY, 2S-WHT, GM2	46161508	24.12	EA
Revised FMP	18770388	297533	POST, GUIDE, 48, BLU, 1S-WHT, GM2	46161508	23.24	EA
Revised FMP	18770389	297534	POST, GUIDE, 48, RED, 1S-WHT, GM2	46161508	23.24	EA
Revised FMP	18770390	298089	POST, GUIDE, 48, BRN, 1S-WHT, GM2	46161508	23.24	EA
Revised FMP	18770391	297537	POST, GUIDE, 48, GRN, 1S-WHT, GM2	46161508	23.24	EA

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Revised FMP	18770392	298090	POST,GUIDE,48,BRN,2S-WHT,GM2	46161508	24.12	EA
Revised FMP	18770393	297538	POST,GUIDE,48,GRN,2S-WHT,GM2	46161508	24.12	EA
Revised FMP	18770394	297539	POST,GUIDE,48,ORN,1S-WHT,GM2	46161508	23.24	EA
Revised FMP	18770395	297540	POST,GUIDE,48,ORN,2S-WHT,GM2	46161508	24.12	EA
Revised FMP	18770396	297541	POST,GUIDE,48,WHT,2S-WHT-RED,GM2	46161508	24.12	EA
Revised FMP	18770397	297542	POST,GUIDE,48,YEL,2S-YEL-RED,GM2	46161508	24.12	EA
Revised FMP	18770398	297547	POST,GUIDE,48,RED,1S-RED,GM2	46161508	23.24	EA
Revised FMP	18770399	297548	POST,GUIDE,48,RED,1S-WHT-RED,GM2	46161508	24.12	EA
Revised FMP	18770400	297549	POST,GUIDE,48,RED,1S-YEL-RED,GM2	46161508	24.12	EA
Revised FMP	18770401	297550	POST,GUIDE,48,RED,2S-WHT,GM2	46161508	24.12	EA
Revised FMP	18770402	297551	POST,GUIDE,48,RED,2S-YEL,GM2	46161508	24.12	EA
Revised FMP	18770403	363160	POST,GUIDE,48,RED,2S-RED,GM2	46161508	24.12	EA
Revised FMP	18770404	297535	POST,GUIDE,48,WHT,1S-WHT,GM1	46161508	23.42	EA
Revised FMP	18770405	297536	POST,GUIDE,48,YEL,1S-YEL,GM1	46161508	23.42	EA
Revised FMP	18770406	297544	POST,GUIDE,48,RED,1S-WHT,GM1	46161508	23.42	EA
Revised FMP	18770407	297545	POST,GUIDE,48,RED,1S-YEL,GM1	46161508	23.42	EA
Revised FMP	18770408	297546	POST,GUIDE,48,RED,1S-RED,GM1	46161508	23.42	EA



Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Revised FMP	18770410	297590	POST,MRKR,TBLR,18,WHT,2S-WHT	46161508	19.05	EA
Revised FMP	18770411	297591	POST,MRKR,TBLR,18,YEL,2S-WHT-YEL	46161508	19.05	EA
Revised FMP	18770412	297598	POST,MRKR,TBLR,18,ORN,2S-WHT-ORN	46161508	19.05	EA
Revised FMP	18770414	297592	POST,MRKR,TBLR,24,WHT,2S-WHT	46161508	20.19	EA
Revised FMP	18770415	297593	POST,MRKR,TBLR,24,YEL,2S-WHT-YEL	46161508	20.19	EA
Revised FMP	18770416	297599	POST,MRKR,TBLR,24,ORN,2S-WHT-ORN	46161508	20.19	EA
Revised FMP	18770418	297594	POST,MRKR,TBLR,28,WHT,2S-WHT	46161508	20.59	EA
Revised FMP	18770419	297595	POST,MRKR,TBLR,28,YEL,2S-WHT-YEL	46161508	20.59	EA
Revised FMP	18770420	297600	POST,MRKR,TBLR,28,ORN,2S-WHT-ORN	46161508	20.59	EA
Revised FMP	18770422	297596	POST,MRKR,TBLR,36,WHT,2S-WHT	46161508	24.14	EA
Revised FMP	18770423	297597	POST,MRKR,TBLR,36,YEL,2S-WHT-YEL	46161508	24.14	EA
Revised FMP	18770424	297601	POST,MRKR,TBLR,36,ORN,2S-WHT-ORN	46161508	24.14	EA
Revised FMP	18770439	297631	SHEETING PATCH,RFLCTV,TYPE V,WHT,3X12	31201516	6.01	EA
Revised FMP	18770440	297632	SHEETING PATCH,RFLCTV,TYPE V,YEL,3X12	31201516	6.01	EA
Revised FMP	18770441	297633	SHEETING,RFLCTV,TYPE V,RED,3X12	31201516	6.01	EA
Revised FMP	18770443	297552	POST,GUIDE,48,WHT,1S-WHT,SM2	46161508	25.59	EA
Revised FMP	18770444	297553	POST,GUIDE,48,WHT,2S-WHT,SM2	46161508	26.47	EA

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Revised FMP	18770445	297554	POST,GUIDE,48,YEL,1S-YEL,SM2	46161508	25.59	EA
Revised FMP	18770446	297555	POST,GUIDE,48,YEL,2S-YEL,SM2	46161508	26.47	EA
Revised FMP	18770447	297558	POST,GUIDE,48,WHT,2S-WHT-RED,SM2	46161508	26.47	EA
Revised FMP	18770448	297559	POST,GUIDE,48,YEL,2S-YEL-RED,SM2	46161508	26.47	EA
Revised FMP	18770449	325272	POST,GUIDE,48,RED,1S-YEL,SM2	46161508	25.59	EA
Revised FMP	18770450	325273	POST,GUIDE,48,RED,2S-YEL,SM2	46161508	26.47	EA
Revised FMP	18770452	297556	POST,GUIDE,48,WHT,1S-WHT,SM1	46161508	25.17	EA
Revised FMP	18770453	297557	POST,GUIDE,48,YEL,1S-YEL,SM1	46161508	25.17	EA
Revised FMP	18770454	297543	POST,GUIDE,66",RED,GROUND MOUNTED	46161508	22.85	EA
Revised FMP	18770456	297587	POST,MRKR,SPEED CHECK,.0MILE,25/CS	46161508	47.67	EA
Revised FMP	18770457	297588	POST,MRKR,SPEED CHECK,.3MILE,25/CS	46161508	47.67	EA
Revised FMP	18770458	297589	POST,MRKR,SPEED CHECK,.6MILE,25/CS	46161508	47.67	EA
Revised FMP	18770460	297634	SHEETING,RFLCTV,SPD CHCK,TYPE V,.0MILE	31201516	29.72	EA
Revised FMP	18770461	297635	SHEETING,RFLCTV,SPD CHCK,TYPE V,.3MILE	31201516	29.72	EA
Revised FMP	18770462	297636	SHEETING,RFLCTV,SPD CHCK,TYPE V,.6MILE	31201516	29.72	EA
Revised FMP	18770464	297560	POST,GUIDE,36,WHT,1S-WHT,SM1	46161508	22.69	EA
Revised FMP	18770465	297561	POST,GUIDE,36,YEL,1S-YEL,SM1	46161508	22.69	EA

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Revised FMP	18770467	297562	POST,GUIDE,36,WHT,1S-WHT,SM2	46161508	23.11	EA
Revised FMP	18770468	297563	POST,GUIDE,36,WHT,2S-WHT,SM2	46161508	25.92	EA
Revised FMP	18770469	297564	POST,GUIDE,36,YEL,1S-YEL,SM2	46161508	23.11	EA
Revised FMP	18770470	297565	POST,GUIDE,36,YEL,2S-YEL,SM2	46161508	25.92	EA
Revised FMP	18770471	297566	POST,GUIDE,36,WHT,1S-WHT/RED,SM2	46161508	25.92	EA
Revised FMP	18770472	297567	POST,GUIDE,36,YEL,1S-YEL/RED,SM2	46161508	25.92	EA
Revised FMP	18770473	297638	SHEETING,RFLCTV,GRN,TYPE V,2X3	31201516	5.66	EA
Revised FMP	18787329	296961	ANCHOR,SOIL,MTL,18CLOSED END	46161508	19.36	EA
Revised FMP	18787351	325376	EPOXY,KIT,SNGL APPL,10OZ,25/CS	13111001	656.27	CS
Revised FMP	18787378	297583	POST,MRKR,MILE,52,GRND MNTD	46161508	47.67	EA
Revised FMP	18787380	297585	POST,MRKR,MILE,35,GDRL MNTD	46161508	16.43	EA
Revised FMP	18789353	296965	ASPHALT RELEASE AGENT,1-55GAL	15121512	527.89	EA
Revised FMP	18790561	297569	POST,GUIDERAIL,27,TYPE B,WHT,1S-WHT	46161508	11.96	EA
Revised FMP	18790562	297570	POST,GUIDERAIL,27,TYPE B,WHT,2S-WHT	46161508	13.02	EA
Revised FMP	18790564	297571	POST,GUIDERAIL,27,TYPE B,YEL,1S-YEL	46161508	11.96	EA
Revised FMP	18790565	297572	POST,GUIDERAIL,27,TYPE B,YEL,2S-YEL	46161508	13.02	EA
Revised FMP	18793726	297573	POST,MRKR,BARRIER,16,TYPE S,WHT,1S-WHT	46161508	21.21	EA

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Revised FMP	18793727	297575	POST,MRKR,BARRIER,16,TYPE S,YEL,1S-YEL	46161508	21.21	EA
Revised FMP	18793729	297574	POST,MRKR,BARRIER,16,TYPE S,WHT,2S-WHT	46161508	22.11	EA
Revised FMP	18793730	297576	POST,MRKR,BARRIER,16,TYPE S,YEL,2S-YEL	46161508	22.11	EA
Revised FMP	21926511	350208	POST,GUIDERAIL,27,TYPE B,WHT,1S-RED	46161508	11.96	EA
Revised FMP	21926512	350209	POST,GUIDERAIL,27,TYPE B,WHT,2S-RED	46161508	13.02	EA

**\*UniqueSource items will be available for purchase against the DGS Statewide Requirements Contract for Office Supplies (currently W.B. Mason) as soon as stock is available at the W.B. Mason warehouses.**

**FMP = Fair Market Price**

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

CN Number: N/A  
 SRM Parent Number: N/A  
 SAP/SRM Contract Number: 4400004306  
 Change Number: 2023-9  
 Change Effective Date: 10/23/2023

**COMMONWEALTH OF PENNSYLVANIA  
 DEPARTMENT OF GENERAL SERVICES  
 HARRISBURG**

**For:** All using Agencies of the Commonwealth  
**Subject:** Supplies Manufactured and Services Performed by Persons with Disabilities;  
 UniqueSource Products & Services  
**Contract Period:** Beginning May 4, 2009 and Ending December 31, 9999  
**Program Manager:** Betty Goodling-Weimer, Tel. 717-787-7324, Fax 717-783-6241

**CHANGE SUMMARY:**

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Add	25783613	363588	TSHIRT,LS,CLSII,YGR,S	46181500	\$ 23.48	EA
Add	25783614	363589	TSHIRT,LS,CLSII,YGR,M	46181500	\$ 23.48	EA
Add	25783615	363590	TSHIRT,LS,CLSII,YGR,L	46181500	\$ 23.48	EA
Add	25783616	363591	TSHIRT,LS,CLSII,YGR,XL	46181500	\$ 23.48	EA
Add	25783617	363592	TSHIRT,LS,CLSII,YGR,2XL	46181500	\$ 25.20	EA
Add	25783618	363593	TSHIRT,LS,CLSII,YGR,3XL	46181500	\$ 25.20	EA

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Add	25783619	363594	TSHIRT,LS,CLSII,YGR,4XL	46181500	\$ 25.20	EA
Add	25783620	363595	TSHIRT,LS,CLSII,YGR,5XL	46181500	\$ 25.20	EA
Add	25783621	363596	TSHIRT,LS,CLSII,YGR,TALL,S	46181500	\$ 23.98	EA
Add	25783622	363597	TSHIRT,LS,CLSII,YGR,TALL,M	46181500	\$ 23.98	EA
Add	25783623	363598	TSHIRT,LS,CLSII,YGR,TALL,L	46181500	\$ 23.98	EA
Add	25783624	363599	TSHIRT,LS,CLSII,YGR,TALL,XL	46181500	\$ 23.98	EA
Add	25783625	363600	TSHIRT,LS,CLSII,YGR,TALL,2XL	46181500	\$ 25.81	EA
Add	25783626	363601	TSHIRT,LS,CLSII,YGR,TALL,3XL	46181500	\$ 25.81	EA
Add	25783627	363602	TSHIRT,LS,CLSII,YGR,TALL,4XL	46181500	\$ 25.81	EA
Add	25783628	363603	TSHIRT,LS,CLSII,YGR,TALL,5XL	46181500	\$ 25.81	EA
Add	25783629	363604	TSHIRT,LS,TH,CLSII,YGR,S	46181500	\$ 25.54	EA
Add	25783630	363605	TSHIRT,LS,TH,CLSII,YGR,M	46181500	\$ 25.54	EA
Add	25783631	363606	TSHIRT,LS,TH,CLSII,YGR,L	46181500	\$ 25.54	EA
Add	25783640	363607	TSHIRT,LS,TH,CLSII,YGR,XL	46181500	\$ 25.54	EA
Add	25783641	363608	TSHIRT,LS,TH,CLSII,YGR,2XL	46181500	\$ 27.26	EA
Add	25783642	363609	TSHIRT,LS,TH,CLSII,YGR,3XL	46181500	\$ 27.26	EA

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Add	25783643	363610	TSHIRT,LS,TH,CLSII,YGR,4XL	46181500	\$ 27.26	EA
Add	25783644	363611	TSHIRT,LS,TH,CLSII,YGR,5XL	46181500	\$ 27.26	EA
Add	25783645	363612	TSHIRT,LS,TH,CLSII,YGR,TALL,S	46181500	\$ 26.04	EA
Add	25783646	363613	TSHIRT,LS,TH,CLSII,YGR,TALL,M	46181500	\$ 26.04	EA
Add	25783647	363614	TSHIRT,LS,TH,CLSII,YGR,TALL,L	46181500	\$ 26.04	EA
Add	25783648	363615	TSHIRT,LS,TH,CLSII,YGR,TALL,XL	46181500	\$ 26.04	EA
Add	25783649	363616	TSHIRT,LS,TH,CLSII,YGR,TALL,2XL	46181500	\$ 27.87	EA
Add	25783650	363617	TSHIRT,LS,TH,CLSII,YGR,TALL,3XL	46181500	\$ 27.87	EA
Add	25783651	363618	TSHIRT,LS,TH,CLSII,YGR,TALL,4XL	46181500	\$ 27.87	EA
Add	25783652	363619	TSHIRT,LS,TH,CLSII,YGR,TALL,5XL	46181500	\$ 27.87	EA

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

CN Number: N/A  
SRM Parent Number: N/A  
SAP/SRM Contract Number: 4400004306  
Change Number: 2023-8  
Change Effective Date: 10/5/2023

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG**

**For:** All using Agencies of the Commonwealth  
**Subject:** Supplies Manufactured and Services Performed by Persons with Disabilities;  
UniqueSource Products & Services  
**Contract Period:** Beginning May 4, 2009 and Ending December 31, 9999  
**Program Manager:** Betty Goodling-Weimer, Tel. 717-787-7324, Fax 717-783-6241

**CHANGE SUMMARY:**

The following change takes effect immediately:

As allowed by Exhibit A – Special Contract Terms and Conditions, Section 7 – Change Orders, and as agreed to by DGS and UniqueSource, DGS is issuing Change Notice #2023-8 to replace the Department Standard Terms and Conditions (**BOP-1205, Revised 08/09/2018**) with the most current Department Contract Terms and Conditions (**BOP-1205, Revised 04/05/2023**). Insurance language and Payment-Electronic Funds Transfer language were added, and the Enhanced Minimum Wage Provisions were updated.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.



**CONTRACT  
TERMS AND CONDITIONS – ELECTRONIC CONTRACT**

**1. TERM OF CONTRACT**

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 Contractor and the Commonwealth (signed and approved as required by Commonwealth contracting procedures) or b) the "Valid from" date printed on the Contract, whichever is later.

**2. EXTENSION OF CONTRACT TERM**

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

**3. SIGNATURES**

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 may be electronically signed 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.

#### **4. DEFINITIONS**

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.

#### **5. PURCHASE ORDERS**

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 may be electronically signed 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.

## **6. INDEPENDENT PRIME CONTRACTOR**

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.

## **7. DELIVERY**

- a. **Supplies Delivery:** 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.

- b. **Delivery of Services:** The Contractor shall proceed with all due diligence in the performance of the services with qualified personnel, in accordance with the completion criteria set forth in the Contract.

## **8. ESTIMATED QUANTITIES**

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.

## **9. WARRANTY**

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.

## **10. PATENT, COPYRIGHT, AND TRADEMARK INDEMNITY**

The Contractor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any 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.

## **11. OWNERSHIP RIGHTS**

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.

## **12. ACCEPTANCE**

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.

## **13. PRODUCT CONFORMANCE**

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

- a. Provide certified data from laboratory testing performed by the Contractor, or performed by an independent laboratory, as specified by the Commonwealth.
- b. Supply published manufacturer product documentation.
- c. Permit a Commonwealth representative to witness testing at the Contractor's location or at an independent laboratory.
- d. Complete a survey/questionnaire relating to the bid requirements and specifications.

- e. Provide customer references.
- f. Provide a product demonstration at a location near Harrisburg or the using agency location.

**14. REJECTED MATERIAL NOT CONSIDERED ABANDONED**

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.

**15. COMPLIANCE WITH LAW**

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

**16. ENVIRONMENTAL PROVISIONS**

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. § 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. § 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. § 693.1.

**17. POST-CONSUMER RECYCLED CONTENT**

- a. 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 <https://www.epa.gov/smm/comprehensive-procurement-guidelines-cpg-program>.
- b. **Recycled Content Enforcement:** 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.

**18. COMPENSATION**

- a. **Compensation for Supplies:** 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.

- b. **Compensation for Services:** The Contractor shall be required to perform the specified services at the price(s) quoted in the Contract. All services shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for work performed to the satisfaction of the Commonwealth. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract.

## **19. BILLING REQUIREMENTS**

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:

- a. Vendor name and "Remit to" address, including SAP Vendor number;
- b. Bank routing information, if ACH;
- c. SAP Purchase Order number;
- d. Delivery Address, including name of Commonwealth agency;
- e. Description of the supplies/services delivered in accordance with SAP Purchase Order (include purchase order line number if possible);
- f. Quantity provided;
- g. Unit price;
- h. Price extension;
- i. Total price; and
- j. 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.

## **20. PAYMENT**

- 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.
- c. The Commonwealth will make contract payments through Automated Clearing House (ACH).
  - 1) 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).
  - 2) 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.
  - 3) 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.

## **21. PAYMENT – ELECTRONIC FUNDS TRANSFER**

- A. The Commonwealth will make Contract payments through 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.



## **22. TAXES**

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. 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.

## **23. ASSIGNMENT OF ANTITRUST CLAIMS**

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.

## **24. COMMONWEALTH HELD HARMLESS**

- 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.

## **25. AUDIT PROVISIONS**

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.

## 26. DEFAULT

- a. The Commonwealth may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract or any Purchase Order for any of the following reasons:
- 1) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;
  - 2) Failure to perform the work with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the Contract or Purchase Order terms;
  - 3) Unsatisfactory performance of the work;
  - 4) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
  - 5) Improper delivery;
  - 6) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;
  - 7) Delivery of a defective item;
  - 8) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
  - 9) Discontinuance of work without approval;
  - 10) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
  - 11) Insolvency or bankruptcy;
  - 12) Assignment made for the benefit of creditors;
  - 13) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
  - 14) Failure to protect, to repair, or to make good any damage or injury to property;
  - 15) Breach of any provision of the Contract;
  - 16) Failure to comply with representations made in the Contractor's bid/proposal; or
  - 17) Failure to comply with applicable industry standards, customs, and practice.
- b. In the event that the Commonwealth terminates this Contract or any Purchase Order in whole or in part as provided in Subparagraph a. above, the Commonwealth may procure,

upon such terms and in such manner as it determines, items similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items included within the terminated part of the Contract or Purchase Order.

- c. If the Contract or a Purchase Order is terminated as provided in Subparagraph a. above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract or Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the Commonwealth against loss.
- d. The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- e. The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.
- f. Following exhaustion of the Contractor's administrative remedies as set forth in the Contract Controversies Provision of the Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

## **27. FORCE MAJEURE**

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.

## **28. TERMINATION PROVISIONS**

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 Subparagraph a.

## **29. CONTRACT CONTROVERSIES**

- 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.

### **30. ASSIGNABILITY AND SUBCONTRACTING**

- 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.

### **31. OTHER CONTRACTORS**

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.

### **32. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE**

The Contractor agrees:

- a. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- b. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
- c. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
- d. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- e. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lit places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
- f. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA

and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

- g. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers’ subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- h. 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.
- i. The Contractor’s and each subcontractor’s obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- j. 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.

### **33. CONTRACTOR INTEGRITY PROVISIONS**

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

- 1. DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
  - a. **“Affiliate”** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

- b. **“Consent”** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
  - c. **“Contractor”** means the individual or entity, that has entered into this contract with the Commonwealth.
  - d. **“Contractor Related Parties”** means any affiliates of the Contractor and the Contractor’s executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
  - e. **“Financial Interest”** means either:
    - (1) Ownership of more than a five percent interest in any business; or
    - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
  - f. **“Gratuity”** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the [\*Governor’s Code of Conduct, Executive Order 1980-18\*](#), the *4 Pa. Code §7.153(b)*, shall apply.
  - g. **“Non-bid Basis”** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
2. In furtherance of this policy, Contractor agrees to the following:
- a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
  - b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
  - c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.



- d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
  - (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  - (3) had any business license or professional license suspended or revoked;
  - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
  - (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

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

- f. Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.
- g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.

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

### **34. CONTRACTOR RESPONSIBILITY PROVISIONS**

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

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

### **35. AMERICANS WITH DISABILITIES ACT**

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee who will furnish or perform or seeks to furnish or perform, good, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth.

Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under this Contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the “General Prohibitions Against Discrimination,” 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are

applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.

- a. 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.

### **36. HAZARDOUS SUBSTANCES**

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 34 Pa. Code Section 301.1 et seq.

- a. Labeling. The Contractor shall insure that each individual product (as well as the carton, container or package in which the product is shipped) of any of the following substances (as defined by the Act and the regulations) supplied by the Contractor is clearly labeled, tagged or marked with the information listed in Paragraph (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.

### **37. COVENANT AGAINST CONTINGENT FEES**

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.

### **38. APPLICABLE LAW**

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

### **39. INTEGRATION**

This Contract, including 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.

### **40. ORDER OF PRECEDENCE**

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 solicitation; and the Contractor's response to the solicitation.

### **41. CONTROLLING TERMS AND CONDITIONS**

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.

### **42. CHANGES**

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.

#### **43. BACKGROUND CHECKS**

- a. The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth facilities, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.psp.state.pa.us/psp/lib/psp/sp4-164.pdf>. The background check must be conducted prior to initial access and every five (5) years thereafter.
- b. Before the Commonwealth will permit access to the Contractor, the Contractor must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that a Contractor employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this Section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of the Commonwealth may result in the Contractor being deemed in default of its Contract.
- c. The Commonwealth specifically reserves the right of the Commonwealth to conduct background checks over and above that described herein.
- d. Access to certain Capitol Complex buildings and other state office buildings is controlled by means of card readers and secured visitors' entrances. Commonwealth contracted personnel who have regular and routine business in Commonwealth worksites may be issued a photo identification or access badge subject to the requirements of the contracting agency and DGS set forth in Enclosure 3 of Commonwealth Management Directive 625.10 (Amended) Card Reader and Emergency Response Access to Certain Capitol Complex Buildings and Other State Office Buildings. The requirements, policy and procedures include a processing fee payable by the Contractor for contracted personnel photo identification or access badges.

#### **44. INSURANCE**

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 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.

#### **45. CONFIDENTIALITY**

- a. The Contractor agrees to guard the confidentiality of the Commonwealth's confidential information with the same diligence with which it guards its own proprietary information. If the Contractor needs to disclose all or part of project materials to third parties to assist in the work or service performed for the Commonwealth, it may do so only if such third parties sign agreements containing substantially the same provisions as contained in this Section. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed to be confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party. The parties agree that such confidential information shall not be copied, in whole or in part, except when essential for authorized use under this Contract. Each copy of such confidential information shall be marked by the party making the copy with all confidentiality notices appearing in the original. Upon termination or cancellation of this Contract or any license granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only. Both parties agree that a material breach of these requirements may, after failure to



cure within the time frame specified in this Contract, and at the discretion of the non-breaching party, result in termination for default.

- b. The obligations stated in this Section do not apply to information:
  - 1) already known to the recipient at the time of disclosure other than through the contractual relationship;
  - 2) independently generated by the recipient and not derived from the information supplied by the disclosing party;
  - 3) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
  - 4) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
  - 5) required to be disclosed by the recipient by law, regulation, court order, or other legal process.
- c. There shall be no restriction with respect to the use or disclosure of any ideas, concepts, know-how, or data processing techniques developed alone or jointly with the Commonwealth in connection with services provided to the Commonwealth under this Contract.

#### **46. MANUFACTURER'S PRICE REDUCTION**

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.

#### **47. NOTICE**

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.

#### **48. RIGHT TO KNOW LAW**

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact

information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

- c. Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:
  - 1) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
  - 2) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.
- g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested

Information pursuant to the RTKL.

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

#### **49. ENHANCED MINIMUM WAGE PROVISIONS**

- a. **Enhanced Minimum Wage.** Contractor/Lessor agrees to pay no less than \$15.00 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.
- b. **Adjustment.** Beginning July 1, 2023, and annually thereafter, the minimum wage rate shall be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
- c. **Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:
  1. exempt from the minimum wage under the Minimum Wage Act of 1968;
  2. covered by a collective bargaining agreement;
  3. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
  4. required to be paid a higher wage under any state or local policy or ordinance.
- d. **Notice.** Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.
- e. **Records.** Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
- f. **Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
- g. **Subcontractors.** Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

CN Number: N/A  
 SRM Parent Number: N/A  
 SAP/SRM Contract Number: 4400004306  
 Change Number: 2023-7  
 Change Effective Date: 9/26/2023

**COMMONWEALTH OF PENNSYLVANIA  
 DEPARTMENT OF GENERAL SERVICES  
 HARRISBURG**

**For:** All using Agencies of the Commonwealth  
**Subject:** Supplies Manufactured and Services Performed by Persons with Disabilities;  
 UniqueSource Products & Services  
**Contract Period:** Beginning May 4, 2009 and Ending December 31, 9999  
**Program Manager:** Betty Goodling-Weimer, Tel. 717-787-7324, Fax 717-783-6241

**CHANGE SUMMARY:**

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Delete	18770497	297232	DECAL,PRESSURE SENSITIVE,1/2X2 WHT (-),C	55121607	NA	NA
Delete	18770498	297233	DECAL,PRESSURE SENSITIVE,4 WHT (1),C	55121607	NA	NA
Delete	18770499	297234	DECAL,PRESSURE SENSITIVE,4 WHT (2),C	55121607	NA	NA
Delete	18770500	297235	DECAL,PRESSURE SENSITIVE,4 WHT (3),C	55121607	NA	NA
Delete	18770501	297236	DECAL,PRESSURE SENSITIVE,4 WHT (4),C	55121607	NA	NA
Delete	18770502	297237	DECAL,PRESSURE SENSITIVE,4 WHT (5),C	55121607	NA	NA

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Delete	18770503	297238	DECAL,PRESSURE SENSITIVE,4 WHT (6),C	55121607	NA	NA
Delete	18770504	297239	DECAL,PRESSURE SENSITIVE,4 WHT (7),C	55121607	NA	NA
Delete	18770505	297240	DECAL,PRESSURE SENSITIVE,4 WHT (8),C	55121607	NA	NA
Delete	18770506	297241	DECAL,PRESSURE SENSITIVE,4 WHT (9),C	55121607	NA	NA
Delete	18770507	297242	DECAL,PRESSURE SENSITIVE,4 WHT (0),C	55121607	NA	NA
Delete	18787799	318040	CLEANER,SOLVENT,CITRUS BASED,4BTL,4-1GAL	47131800	NA	NA
Delete	18788022	297158	CLEANER,EMULSIFIER,CONC,12-32OZ	47131800	NA	NA
Delete	18788645	299995	CLEANER,SOLVENT,CITRUS BASED,4-1GAL	47131800	NA	NA
Delete	18788947	299997	CLEANER,SOLVENT,CITRUS BASED,1-5GAL	47131800	NA	NA
Delete	18788956	300608	CLEANER,SOLVENT,CITRUS BASED,1-55GAL	47131800	NA	NA
Delete	18789343	297188	CLEANER,TRUCK WASH,CONC,4-1GAL	47131828	NA	NA
Delete	18789344	297187	CLEANER,TRUCK WASH,CONC,1-5GAL	47131828	NA	NA
Delete	18789348	297186	CLEANER,TRUCK WASH,CONC,1-55GAL	47131828	NA	NA
Temporarily Unavailable	18767884	297400	LIGHT,WARNING,LED,CLR,FOR ROLLUP SIGN	39111700	NA	NA
Temporarily Unavailable	18767885	343992	LIGHT,WARNING,LED,AMBER,FOR ROLLUP SIGN	39111700	NA	NA
Temporarily Unavailable	18767888	343995	LIGHT,WARNING,LED,RED,FOR ROLLUP SIGN	39111700	NA	NA

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Temporarily Unavailable	18767890	297399	LIGHT,WARNING,LED,CLR,FOR RIDGED SIGN	39111700	NA	NA
Temporarily Unavailable	18767891	297395	LIGHT,WARNING,LED,AMBER,FOR RIDGED SIGN	39111700	NA	NA
Temporarily Unavailable	18767894	297398	LIGHT,WARNING,LED,RED,FOR RIDGED SIGN	39111700	NA	NA
Temporarily Unavailable	18790630	297392	LIGHT,WARNING,ILLUMINATOR, OUTSIDE CONE	39111700	NA	NA

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

CN Number: N/A  
 SRM Parent Number: N/A  
 SAP/SRM Contract Number: 4400004306  
 Change Number: 2023-6  
 Change Effective Date: 7/1/2023

**COMMONWEALTH OF PENNSYLVANIA  
 DEPARTMENT OF GENERAL SERVICES  
 HARRISBURG**

**For:** All using Agencies of the Commonwealth  
**Subject:** Supplies Manufactured and Services Performed by Persons with Disabilities;  
 UniqueSource Products & Services  
**Contract Period:** Beginning May 4, 2009 and Ending December 31, 9999  
**Program Manager:** Betty Goodling-Weimer, Tel. 717-787-7324, Fax 717-783-6241

**CHANGE SUMMARY:**

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Add	18767583	363058	RAKE,LEAF,27TINE,70IN FIBERGLS HNDL	27112003	\$ 46.94	EA
Add	18770403	363160	POST,GUIDE,48,RED,2S-RED,GM2	46161508	\$ 21.48	EA
*Add	25561556	363068	LABELS,SHIPPING,8-1/2X11,100/BOX	55121600	NA	BOX
*Add	25561557	363069	LABELS,ADDRESS,1-1/3X4,1400/BOX	55121600	NA	BOX

**\*UniqueSource items will be available for purchase against the DGS Statewide Requirements Contract for Office Supplies (currently W.B. Mason) as soon as stock is available at the W.B. Mason warehouses.**

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

CN Number: N/A  
 SRM Parent Number: N/A  
 SAP/SRM Contract Number: 4400004306  
 Change Number: 2023-5  
 Change Effective Date: 3/3/2023

**COMMONWEALTH OF PENNSYLVANIA  
 DEPARTMENT OF GENERAL SERVICES  
 HARRISBURG**

**For:** All using Agencies of the Commonwealth  
**Subject:** Supplies Manufactured and Services Performed by Persons with Disabilities;  
 UniqueSource Products & Services  
**Contract Period:** Beginning May 4, 2009 and Ending December 31, 9999  
**Program Manager:** Betty Goodling-Weimer, Tel. 717-787-7324, Fax 717-783-6241

**CHANGE SUMMARY:**

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Now Available	18767884	297400	LIGHT,WARNING,LED,CLR,FOR ROLLUP SIGN	39111700	\$ 32.60	EA
Now Available	18767885	343992	LIGHT,WARNING,LED,AMBER,FOR ROLLUP SIGN	39111700	\$ 32.60	EA
Now Available	18767888	343995	LIGHT,WARNING,LED,RED,FOR ROLLUP SIGN	39111700	\$ 32.60	EA

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.



CN Number: N/A  
 SRM Parent Number: N/A  
 SAP/SRM Contract Number: 4400004306  
 Change Number: 2023-4  
 Change Effective Date: 2/6/2023

**COMMONWEALTH OF PENNSYLVANIA  
 DEPARTMENT OF GENERAL SERVICES  
 HARRISBURG**

**For:** All using Agencies of the Commonwealth  
**Subject:** Supplies Manufactured and Services Performed by Persons with Disabilities;  
 UniqueSource Products & Services  
**Contract Period:** Beginning May 4, 2009 and Ending December 31, 9999  
**Program Manager:** Betty Goodling-Weimer, Tel. 717-787-7324, Fax 717-783-6241

**CHANGE SUMMARY:**

The following errors in the January 3, 2023 price list are being corrected:

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Revise Price	18770422	297596	POST,MRKR,TBLR,36,WHT,2S-WHT	46161508	Change from: \$21.02 Change to: \$21.34	EA
Revise Price	18770423	297597	POST,MRKR,TBLR,36,YEL,2S-WHT-YEL	46161508	Change from: \$21.02 Change to: \$21.34	EA
Revise Price	18770424	297601	POST,MRKR,TBLR,36,ORN,2S-WHT-ORN	46161508	Change from: \$21.02 Change to: \$21.34	EA

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

CN Number: N/A  
SRM Parent Number: N/A  
SAP/SRM Contract Number: 4400004306  
Change Number: 2023-3  
Change Effective Date: 1/18/2023

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG**

**For:** All using Agencies of the Commonwealth  
**Subject:** Supplies Manufactured and Services Performed by Persons with Disabilities;  
UniqueSource Products & Services  
**Contract Period:** Beginning May 4, 2009 and Ending December 31, 9999  
**Program Manager:** Betty Goodling-Weimer, Tel. 717-787-7324, Fax 717-783-6241

**CHANGE SUMMARY:**

The following change is effective January 18, 2023:

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Now Available	18770226	297093	BLANKET,EMERGENCY,YEL,60X90,10/BX	42171701	\$ 81.08	BOX

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

CN Number: N/A  
 SRM Parent Number: N/A  
 SAP/SRM Contract Number: 4400004306  
 Change Number: 2023-2  
 Change Effective Date: 12/23/2022

**COMMONWEALTH OF PENNSYLVANIA  
 DEPARTMENT OF GENERAL SERVICES  
 HARRISBURG**

**For:** All using Agencies of the Commonwealth  
**Subject:** Supplies Manufactured and Services Performed by Persons with Disabilities;  
 UniqueSource Products & Services  
**Contract Period:** Beginning May 4, 2009 and Ending December 31, 9999  
**Program Manager:** Betty Goodling-Weimer, Tel. 717-787-7324, Fax 717-783-6241

**CHANGE SUMMARY:**

Effective January 3, 2023, the following HVAC Air Filters will be available for purchase from UniqueSource:

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Add	24864495	361713	FILTER,AIR,HVAC,PLTD,MERV7,9X30X1	40161505	\$ 11.46	EA
Add	24864500	361712	FILTER,AIR,HVAC,PLTD,MERV7,10X10X1	40161505	\$ 8.69	EA
Add	24864505	361711	FILTER,AIR,HVAC,PLTD,MERV7,10X18X1	40161505	\$ 8.74	EA
Add	24864508	361710	FILTER,AIR,HVAC,PLTD,MERV7,10X20X1	40161505	\$ 8.20	EA
Add	24864514	361709	FILTER,AIR,HVAC,PLTD,MERV7,10X24X1	40161505	\$ 8.71	EA
Add	24864519	361708	FILTER,AIR,HVAC,PLTD,MERV7,10X25X1	40161505	\$ 9.56	EA
Add	24864526	361667	FILTER,AIR,HVAC,PLTD,MERV7,10X30X0.5	40161505	\$ 8.46	EA
Add	24864522	361663	FILTER,AIR,HVAC,PLTD,MERV7,10X30X1	40161505	\$ 11.45	EA
Add	24864530	361662	FILTER,AIR,HVAC,PLTD,MERV7,12X12X1	40161505	\$ 8.68	EA

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Add	24864533	361661	FILTER,AIR,HVAC,PLTD,MERV7,12X16X1	40161505	\$ 10.35	EA
Add	24864536	361664	FILTER,AIR,HVAC,PLTD,MERV7,12X18X1	40161505	\$ 10.47	EA
Add	24864539	361665	FILTER,AIR,HVAC,PLTD,MERV7,12X20X1	40161505	\$ 8.68	EA
Add	24864600	361666	FILTER,AIR,HVAC,PLTD,MERV7,12X20X2	40161505	\$ 11.35	EA
Add	24864612	361714	FILTER,AIR,HVAC,PLTD,MERV7,12X22X1	40161505	\$ 11.42	EA
Add	24864615	361715	FILTER,AIR,HVAC,PLTD,MERV7,12X24X1	40161505	\$ 7.04	EA
Add	24864623	361716	FILTER,AIR,HVAC,PLTD,MERV7,12X24X2	40161505	\$ 8.04	EA
Add	24864630	361717	FILTER,AIR,HVAC,PLTD,MERV7,12X24X4	40161505	\$ 11.26	EA
Add	24864638	361718	FILTER,AIR,HVAC,PLTD,MERV7,12X25X1	40161505	\$ 12.36	EA
Add	24864641	361719	FILTER,AIR,HVAC,PLTD,MERV7,12X30X1	40161505	\$ 11.58	EA
Add	24865150	361720	FILTER,AIR,HVAC,PLTD,MERV7,14X14X1	40161505	\$ 8.68	EA
Add	24865155	361721	FILTER,AIR,HVAC,PLTD,MERV7,14X18X1	40161505	\$ 10.94	EA
Add	24865158	361722	FILTER,AIR,HVAC,PLTD,MERV7,14X20X1	40161505	\$ 8.38	EA
Add	24865165	361723	FILTER,AIR,HVAC,PLTD,MERV7,14X20X2	40161505	\$ 9.37	EA
Add	24865172	361724	FILTER,AIR,HVAC,PLTD,MERV7,14X24X1	40161505	\$ 11.03	EA
Add	24865126	361725	FILTER,AIR,HVAC,PLTD,MERV7,14X25X1	40161505	\$ 8.58	EA
Add	24865133	361726	FILTER,AIR,HVAC,PLTD,MERV7,14X25X2	40161505	\$ 10.19	EA
Add	24865140	361727	FILTER,AIR,HVAC,PLTD,MERV7,14X30X1	40161505	\$ 13.35	EA
Add	24865552	361728	FILTER,AIR,HVAC,PLTD,MERV7,15X20X1	40161505	\$ 8.37	EA
Add	24865557	361729	FILTER,AIR,HVAC,PLTD,MERV7,15X20X2	40161505	\$ 9.60	EA
Add	24865564	361730	FILTER,AIR,HVAC,PLTD,MERV7,15X25X1	40161505	\$ 11.59	EA
Add	24865567	361731	FILTER,AIR,HVAC,PLTD,MERV7,15X30X1	40161505	\$ 13.65	EA
Add	24865317	361732	FILTER,AIR,HVAC,PLTD,MERV7,16X16X1	40161505	\$ 8.87	EA
Add	24865323	361733	FILTER,AIR,HVAC,PLTD,MERV7,16X16X2	40161505	\$ 10.57	EA
Add	24865327	361734	FILTER,AIR,HVAC,PLTD,MERV7,16X18X1	40161505	\$ 11.08	EA
Add	24865330	361735	FILTER,AIR,HVAC,PLTD,MERV7,16X20X1	40161505	\$ 7.33	EA
Add	24865337	361736	FILTER,AIR,HVAC,PLTD,MERV7,16X20X2	40161505	\$ 7.65	EA
Add	24865344	361737	FILTER,AIR,HVAC,PLTD,MERV7,16X20X4	40161505	\$ 11.61	EA
Add	24865352	361738	FILTER,AIR,HVAC,PLTD,MERV7,16X24X1	40161505	\$ 9.33	EA
Add	24865359	361739	FILTER,AIR,HVAC,PLTD,MERV7,16X24X2	40161505	\$ 9.90	EA
Add	24865366	361740	FILTER,AIR,HVAC,PLTD,MERV7,16X25X1	40161505	\$ 7.86	EA
Add	24865373	361741	FILTER,AIR,HVAC,PLTD,MERV7,16X25X2	40161505	\$ 8.35	EA
Add	24865381	361742	FILTER,AIR,HVAC,PLTD,MERV7,16X25X4	40161505	\$ 13.30	EA

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Add	24865388	361743	FILTER,AIR,HVAC,PLTD,MERV7,16X30X1	40161505	\$ 12.11	EA
Add	24865393	361744	FILTER,AIR,HVAC,PLTD,MERV7,17X22X1	40161505	\$ 16.59	EA
Add	24865435	361745	FILTER,AIR,HVAC,PLTD,MERV7,18X18X1	40161505	\$ 10.38	EA
Add	24865441	361746	FILTER,AIR,HVAC,PLTD,MERV7,18X18X2	40161505	\$ 11.47	EA
Add	24865445	361747	FILTER,AIR,HVAC,PLTD,MERV7,18X20X1	40161505	\$ 9.69	EA
Add	24865452	361748	FILTER,AIR,HVAC,PLTD,MERV7,18X20X2	40161505	\$ 11.14	EA
Add	24865459	361749	FILTER,AIR,HVAC,PLTD,MERV7,18X22X1	40161505	\$ 12.47	EA
Add	24865463	361750	FILTER,AIR,HVAC,PLTD,MERV7,18X24X1	40161505	\$ 8.16	EA
Add	24865469	361751	FILTER,AIR,HVAC,PLTD,MERV7,18X24X2	40161505	\$ 10.01	EA
Add	24865478	361752	FILTER,AIR,HVAC,PLTD,MERV7,18X24X4	40161505	\$ 14.33	EA
Add	24865516	361753	FILTER,AIR,HVAC,PLTD,MERV7,18X25X1	40161505	\$ 9.82	EA
Add	24865522	361754	FILTER,AIR,HVAC,PLTD,MERV7,18X25X2	40161505	\$ 11.40	EA
Add	24865529	361755	FILTER,AIR,HVAC,PLTD,MERV7,18X30X1	40161505	\$ 14.21	EA
Add	24865733	361756	FILTER,AIR,HVAC,PLTD,MERV7,20X20X1	40161505	\$ 7.86	EA
Add	24865740	361757	FILTER,AIR,HVAC,PLTD,MERV7,20X20X2	40161505	\$ 8.32	EA
Add	24865747	361758	FILTER,AIR,HVAC,PLTD,MERV7,20X20X4	40161505	\$ 13.27	EA
Add	24865754	361759	FILTER,AIR,HVAC,PLTD,MERV7,20X22X1	40161505	\$ 13.43	EA
Add	24865759	361760	FILTER,AIR,HVAC,PLTD,MERV7,20X24X1	40161505	\$ 8.44	EA
Add	24865792	361761	FILTER,AIR,HVAC,PLTD,MERV7,20X24X2	40161505	\$ 10.13	EA
Add	24865800	361762	FILTER,AIR,HVAC,PLTD,MERV7,20X24X4	40161505	\$ 16.16	EA
Add	24865814	361763	FILTER,AIR,HVAC,PLTD,MERV7,20X25X0.5	40161505	\$ 9.50	EA
Add	24865807	361764	FILTER,AIR,HVAC,PLTD,MERV7,20X25X1	40161505	\$ 8.41	EA
Add	24865817	361765	FILTER,AIR,HVAC,PLTD,MERV7,20X25X2	40161505	\$ 9.09	EA
Add	24865824	361766	FILTER,AIR,HVAC,PLTD,MERV7,20X25X4	40161505	\$ 13.84	EA
Add	24865838	361767	FILTER,AIR,HVAC,PLTD,MERV7,20X30X0.5	40161505	\$ 16.26	EA
Add	24865831	361768	FILTER,AIR,HVAC,PLTD,MERV7,20X30X1	40161505	\$ 10.67	EA
Add	24865841	361769	FILTER,AIR,HVAC,PLTD,MERV7,20X30X2	40161505	\$ 12.44	EA
Add	24865848	361770	FILTER,AIR,HVAC,PLTD,MERV7,22X22X1	40161505	\$ 14.53	EA
Add	24865851	361771	FILTER,AIR,HVAC,PLTD,MERV7,22X24X1	40161505	\$ 14.63	EA
Add	24865854	361772	FILTER,AIR,HVAC,PLTD,MERV7,22X37X2	40161505	\$ 27.17	EA
Add	24865589	361773	FILTER,AIR,HVAC,PLTD,MERV7,24X24X1	40161505	\$ 8.93	EA
Add	24865596	361774	FILTER,AIR,HVAC,PLTD,MERV7,24X24X2	40161505	\$ 10.58	EA
Add	24865603	361775	FILTER,AIR,HVAC,PLTD,MERV7,24X24X4	40161505	\$ 16.40	EA

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Add	24865662	361776	FILTER,AIR,HVAC,PLTD,MERV7,24X28X1	40161505	\$ 20.87	EA
Add	24865665	361777	FILTER,AIR,HVAC,PLTD,MERV7,24X30X1	40161505	\$ 13.49	EA
Add	24865673	361778	FILTER,AIR,HVAC,PLTD,MERV7,24X30X2	40161505	\$ 15.64	EA
Add	24865689	361779	FILTER,AIR,HVAC,PLTD,MERV7,25X25X1	40161505	\$ 9.81	EA
Add	24865694	361780	FILTER,AIR,HVAC,PLTD,MERV7,25X25X2	40161505	\$ 12.49	EA
Add	24865700	361781	FILTER,AIR,HVAC,PLTD,MERV7,25X29X4	40161505	\$ 23.64	EA
Add	24865705	361782	FILTER,AIR,HVAC,PLTD,MERV7,29X30X2	40161505	\$ 30.77	EA
Add	24865708	361783	FILTER,AIR,HVAC,PLTD,MERV7,30X30X1	40161505	\$ 18.29	EA
Add	24864496	361784	FILTER,AIR,HVAC,PLTD,MERV10,9X30X1	40161505	\$ 11.46	EA
Add	24864501	361785	FILTER,AIR,HVAC,PLTD,MERV10,10X10X1	40161505	\$ 8.69	EA
Add	24864506	361786	FILTER,AIR,HVAC,PLTD,MERV10,10X18X1	40161505	\$ 8.74	EA
Add	24864509	361787	FILTER,AIR,HVAC,PLTD,MERV10,10X20X1	40161505	\$ 8.20	EA
Add	24864515	361788	FILTER,AIR,HVAC,PLTD,MERV10,10X24X1	40161505	\$ 8.71	EA
Add	24864520	361789	FILTER,AIR,HVAC,PLTD,MERV10,10X25X1	40161505	\$ 9.56	EA
Add	24864527	361790	FILTER,AIR,HVAC,PLTD,MERV10,10X30X0.5	40161505	\$ 8.46	EA
Add	24864523	361791	FILTER,AIR,HVAC,PLTD,MERV10,10X30X1	40161505	\$ 11.45	EA
Add	24864531	361792	FILTER,AIR,HVAC,PLTD,MERV10,12X12X1	40161505	\$ 8.68	EA
Add	24864534	361793	FILTER,AIR,HVAC,PLTD,MERV10,12X16X1	40161505	\$ 10.35	EA
Add	24864537	361794	FILTER,AIR,HVAC,PLTD,MERV10,12X18X1	40161505	\$ 10.47	EA
Add	24864540	361795	FILTER,AIR,HVAC,PLTD,MERV10,12X20X1	40161505	\$ 8.68	EA
Add	24864601	361796	FILTER,AIR,HVAC,PLTD,MERV10,12X20X2	40161505	\$ 11.35	EA
Add	24864613	361797	FILTER,AIR,HVAC,PLTD,MERV10,12X22X1	40161505	\$ 11.42	EA
Add	24864616	361798	FILTER,AIR,HVAC,PLTD,MERV10,12X24X1	40161505	\$ 7.04	EA
Add	24864624	361799	FILTER,AIR,HVAC,PLTD,MERV10,12X24X2	40161505	\$ 8.04	EA
Add	24864631	361800	FILTER,AIR,HVAC,PLTD,MERV10,12X24X4	40161505	\$ 11.26	EA
Add	24864639	361801	FILTER,AIR,HVAC,PLTD,MERV10,12X25X1	40161505	\$ 12.36	EA
Add	24864642	361802	FILTER,AIR,HVAC,PLTD,MERV10,12X30X1	40161505	\$ 11.58	EA
Add	24865151	361803	FILTER,AIR,HVAC,PLTD,MERV10,14X14X1	40161505	\$ 8.68	EA
Add	24865156	361804	FILTER,AIR,HVAC,PLTD,MERV10,14X18X1	40161505	\$ 10.94	EA
Add	24865159	361805	FILTER,AIR,HVAC,PLTD,MERV10,14X20X1	40161505	\$ 8.38	EA
Add	24865166	361806	FILTER,AIR,HVAC,PLTD,MERV10,14X20X2	40161505	\$ 9.37	EA
Add	24865173	361807	FILTER,AIR,HVAC,PLTD,MERV10,14X24X1	40161505	\$ 11.03	EA
Add	24865127	361808	FILTER,AIR,HVAC,PLTD,MERV10,14X25X1	40161505	\$ 8.58	EA

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Add	24865134	361809	FILTER,AIR,HVAC,PLTD,MERV10,14X25X2	40161505	\$ 10.19	EA
Add	24865141	361810	FILTER,AIR,HVAC,PLTD,MERV10,14X30X1	40161505	\$ 13.35	EA
Add	24865553	361811	FILTER,AIR,HVAC,PLTD,MERV10,15X20X1	40161505	\$ 8.37	EA
Add	24865558	361812	FILTER,AIR,HVAC,PLTD,MERV10,15X20X2	40161505	\$ 9.60	EA
Add	24865565	361813	FILTER,AIR,HVAC,PLTD,MERV10,15X25X1	40161505	\$ 11.59	EA
Add	24865568	361814	FILTER,AIR,HVAC,PLTD,MERV10,15X30X1	40161505	\$ 13.65	EA
Add	24865318	361815	FILTER,AIR,HVAC,PLTD,MERV10,16X16X1	40161505	\$ 8.87	EA
Add	24865324	361816	FILTER,AIR,HVAC,PLTD,MERV10,16X16X2	40161505	\$ 10.57	EA
Add	24865328	361817	FILTER,AIR,HVAC,PLTD,MERV10,16X18X1	40161505	\$ 11.08	EA
Add	24865331	361818	FILTER,AIR,HVAC,PLTD,MERV10,16X20X1	40161505	\$ 7.33	EA
Add	24865338	361819	FILTER,AIR,HVAC,PLTD,MERV10,16X20X2	40161505	\$ 7.65	EA
Add	24865345	361820	FILTER,AIR,HVAC,PLTD,MERV10,16X20X4	40161505	\$ 11.61	EA
Add	24865353	361821	FILTER,AIR,HVAC,PLTD,MERV10,16X24X1	40161505	\$ 9.33	EA
Add	24865360	361822	FILTER,AIR,HVAC,PLTD,MERV10,16X24X2	40161505	\$ 9.90	EA
Add	24865367	361823	FILTER,AIR,HVAC,PLTD,MERV10,16X25X1	40161505	\$ 7.86	EA
Add	24865374	361824	FILTER,AIR,HVAC,PLTD,MERV10,16X25X2	40161505	\$ 8.35	EA
Add	24865382	361825	FILTER,AIR,HVAC,PLTD,MERV10,16X25X4	40161505	\$ 13.30	EA
Add	24865389	361826	FILTER,AIR,HVAC,PLTD,MERV10,16X30X1	40161505	\$ 12.11	EA
Add	24865394	361827	FILTER,AIR,HVAC,PLTD,MERV10,17X22X1	40161505	\$ 16.59	EA
Add	24865436	361828	FILTER,AIR,HVAC,PLTD,MERV10,18X18X1	40161505	\$ 10.38	EA
Add	24865442	361829	FILTER,AIR,HVAC,PLTD,MERV10,18X18X2	40161505	\$ 11.47	EA
Add	24865446	361830	FILTER,AIR,HVAC,PLTD,MERV10,18X20X1	40161505	\$ 9.69	EA
Add	24865453	361831	FILTER,AIR,HVAC,PLTD,MERV10,18X20X2	40161505	\$ 11.14	EA
Add	24865460	361832	FILTER,AIR,HVAC,PLTD,MERV10,18X22X1	40161505	\$ 12.47	EA
Add	24865464	361833	FILTER,AIR,HVAC,PLTD,MERV10,18X24X1	40161505	\$ 8.16	EA
Add	24865470	361834	FILTER,AIR,HVAC,PLTD,MERV10,18X24X2	40161505	\$ 10.01	EA
Add	24865479	361835	FILTER,AIR,HVAC,PLTD,MERV10,18X24X4	40161505	\$ 14.33	EA
Add	24865517	361836	FILTER,AIR,HVAC,PLTD,MERV10,18X25X1	40161505	\$ 9.82	EA
Add	24865523	361837	FILTER,AIR,HVAC,PLTD,MERV10,18X25X2	40161505	\$ 11.40	EA
Add	24865530	361838	FILTER,AIR,HVAC,PLTD,MERV10,18X30X1	40161505	\$ 14.21	EA
Add	24865734	361839	FILTER,AIR,HVAC,PLTD,MERV10,20X20X1	40161505	\$ 7.86	EA
Add	24865741	361840	FILTER,AIR,HVAC,PLTD,MERV10,20X20X2	40161505	\$ 8.32	EA
Add	24865748	361841	FILTER,AIR,HVAC,PLTD,MERV10,20X20X4	40161505	\$ 13.27	EA

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Add	24865755	361842	FILTER,AIR,HVAC,PLTD,MERV10,20X22X1	40161505	\$ 13.43	EA
Add	24865760	361843	FILTER,AIR,HVAC,PLTD,MERV10,20X24X1	40161505	\$ 8.44	EA
Add	24865793	361844	FILTER,AIR,HVAC,PLTD,MERV10,20X24X2	40161505	\$ 10.13	EA
Add	24865801	361845	FILTER,AIR,HVAC,PLTD,MERV10,20X24X4	40161505	\$ 16.16	EA
Add	24865815	361846	FILTER,AIR,HVAC,PLTD,MERV10,20X25X0.5	40161505	\$ 9.50	EA
Add	24865808	361847	FILTER,AIR,HVAC,PLTD,MERV10,20X25X1	40161505	\$ 8.41	EA
Add	24865818	361848	FILTER,AIR,HVAC,PLTD,MERV10,20X25X2	40161505	\$ 9.09	EA
Add	24865825	361849	FILTER,AIR,HVAC,PLTD,MERV10,20X25X4	40161505	\$ 13.84	EA
Add	24865839	361850	FILTER,AIR,HVAC,PLTD,MERV10,20X30X0.5	40161505	\$ 16.26	EA
Add	24865832	361851	FILTER,AIR,HVAC,PLTD,MERV10,20X30X1	40161505	\$ 10.67	EA
Add	24865842	361852	FILTER,AIR,HVAC,PLTD,MERV10,20X30X2	40161505	\$ 12.44	EA
Add	24865849	361853	FILTER,AIR,HVAC,PLTD,MERV10,22X22X1	40161505	\$ 14.53	EA
Add	24865852	361854	FILTER,AIR,HVAC,PLTD,MERV10,22X24X1	40161505	\$ 14.63	EA
Add	24865855	361855	FILTER,AIR,HVAC,PLTD,MERV10,22X37X2	40161505	\$ 27.17	EA
Add	24865590	361856	FILTER,AIR,HVAC,PLTD,MERV10,24X24X1	40161505	\$ 8.93	EA
Add	24865597	361857	FILTER,AIR,HVAC,PLTD,MERV10,24X24X2	40161505	\$ 10.58	EA
Add	24865604	361858	FILTER,AIR,HVAC,PLTD,MERV10,24X24X4	40161505	\$ 16.40	EA
Add	24865663	361859	FILTER,AIR,HVAC,PLTD,MERV10,24X28X1	40161505	\$ 20.87	EA
Add	24865666	361860	FILTER,AIR,HVAC,PLTD,MERV10,24X30X1	40161505	\$ 13.49	EA
Add	24865674	361861	FILTER,AIR,HVAC,PLTD,MERV10,24X30X2	40161505	\$ 15.64	EA
Add	24865690	361862	FILTER,AIR,HVAC,PLTD,MERV10,25X25X1	40161505	\$ 9.81	EA
Add	24865695	361863	FILTER,AIR,HVAC,PLTD,MERV10,25X25X2	40161505	\$ 12.49	EA
Add	24865701	361864	FILTER,AIR,HVAC,PLTD,MERV10,25X29X4	40161505	\$ 23.64	EA
Add	24865706	361865	FILTER,AIR,HVAC,PLTD,MERV10,29X30X2	40161505	\$ 30.77	EA
Add	24865709	361866	FILTER,AIR,HVAC,PLTD,MERV10,30X30X1	40161505	\$ 18.29	EA
Add	24864502	361867	FILTER,AIR,HVAC,HC,PLTD,MERV8,10X10X1	40161505	\$ 9.59	EA
Add	24864516	361868	FILTER,AIR,HVAC,HC,PLTD,MERV8,10X24X1	40161505	\$ 9.91	EA
Add	24864541	361869	FILTER,AIR,HVAC,HC,PLTD,MERV8,12X20X1	40161505	\$ 8.78	EA
Add	24864602	361870	FILTER,AIR,HVAC,HC,PLTD,MERV8,12X20X2	40161505	\$ 9.10	EA
Add	24864617	361871	FILTER,AIR,HVAC,HC,PLTD,MERV8,12X24X1	40161505	\$ 7.91	EA
Add	24864627	361872	FILTER,AIR,HVAC,HC,PLTD,MERV8,12X24X2	40161505	\$ 9.08	EA
Add	24864634	361873	FILTER,AIR,HVAC,HC,PLTD,MERV8,12X24X4	40161505	\$ 14.80	EA
Add	24865152	361874	FILTER,AIR,HVAC,HC,PLTD,MERV8,14X14X1	40161505	\$ 9.83	EA



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Add	24865162	361875	FILTER,AIR,HVAC,HC,PLTD,MERV8,14X20X1	40161505	\$ 8.97	EA
Add	24865169	361876	FILTER,AIR,HVAC,HC,PLTD,MERV8,14X20X2	40161505	\$ 10.70	EA
Add	24865176	361877	FILTER,AIR,HVAC,HC,PLTD,MERV8,14X24X1	40161505	\$ 12.37	EA
Add	24865130	361878	FILTER,AIR,HVAC,HC,PLTD,MERV8,14X25X1	40161505	\$ 11.26	EA
Add	24865137	361879	FILTER,AIR,HVAC,HC,PLTD,MERV814X25X2	40161505	\$ 11.32	EA
Add	24865554	361880	FILTER,AIR,HVAC,HC,PLTD,MERV8,15X20X1	40161505	\$ 7.98	EA
Add	24865561	361881	FILTER,AIR,HVAC,HC,PLTD,MERV8,15X20X2	40161505	\$ 11.16	EA
Add	24865321	361882	FILTER,AIR,HVAC,HC,PLTD,MERV8,16X16X2	40161505	\$ 10.01	EA
Add	24865334	361883	FILTER,AIR,HVAC,HC,PLTD,MERV8,16X20X1	40161505	\$ 8.49	EA
Add	24865341	361884	FILTER,AIR,HVAC,HC,PLTD,MERV8,16X20X2	40161505	\$ 9.70	EA
Add	24865348	361885	FILTER,AIR,HVAC,HC,PLTD,MERV8,16X20X4	40161505	\$ 15.89	EA
Add	24865356	361886	FILTER,AIR,HVAC,HC,PLTD,MERV8,16X24X1	40161505	\$ 11.34	EA
Add	24865363	361887	FILTER,AIR,HVAC,HC,PLTD,MERV8,16X24X2	40161505	\$ 12.34	EA
Add	24865370	361888	FILTER,AIR,HVAC,HC,PLTD,MERV8,16X25X1	40161505	\$ 8.55	EA
Add	24865377	361889	FILTER,AIR,HVAC,HC,PLTD,MERV8,16X25X2	40161505	\$ 10.65	EA
Add	24865385	361890	FILTER,AIR,HVAC,HC,PLTD,MERV8,16X25X4	40161505	\$ 15.67	EA
Add	24865390	361891	FILTER,AIR,HVAC,HC,PLTD,MERV8,16X30X1	40161505	\$ 13.99	EA
Add	24865438	361892	FILTER,AIR,HVAC,HC,PLTD,MERV8,18X18X1	40161505	\$ 11.77	EA
Add	24865449	361893	FILTER,AIR,HVAC,HC,PLTD,MERV8,18X20X1	40161505	\$ 10.71	EA
Add	24865456	361894	FILTER,AIR,HVAC,HC,PLTD,MERV8,18X20X2	40161505	\$ 12.11	EA
Add	24865466	361895	FILTER,AIR,HVAC,HC,PLTD,MERV8,18X24X1	40161505	\$ 10.83	EA
Add	24865473	361896	FILTER,AIR,HVAC,HC,PLTD,MERV8,18X24X2	40161505	\$ 12.17	EA
Add	24865482	361897	FILTER,AIR,HVAC,HC,PLTD,MERV8,18X24X4	40161505	\$ 17.15	EA
Add	24865519	361898	FILTER,AIR,HVAC,HC,PLTD,MERV8,18X25X1	40161505	\$ 11.56	EA
Add	24865526	361899	FILTER,AIR,HVAC,HC,PLTD,MERV8,18X25X2	40161505	\$ 12.02	EA
Add	24865737	361900	FILTER,AIR,HVAC,HC,PLTD,MERV8,20X20X1	40161505	\$ 8.44	EA
Add	24865744	361901	FILTER,AIR,HVAC,HC,PLTD,MERV8,20X20X2	40161505	\$ 10.42	EA
Add	24865751	361902	FILTER,AIR,HVAC,HC,PLTD,MERV8,20X20X4	40161505	\$ 17.06	EA
Add	24865763	361903	FILTER,AIR,HVAC,HC,PLTD,MERV8,20X24X1	40161505	\$ 10.93	EA
Add	24865796	361904	FILTER,AIR,HVAC,HC,PLTD,MERV8,20X24X2	40161505	\$ 12.22	EA
Add	24865804	361905	FILTER,AIR,HVAC,HC,PLTD,MERV8,20X24X4	40161505	\$ 18.69	EA
Add	24865811	361906	FILTER,AIR,HVAC,HC,PLTD,MERV8,20X25X1	40161505	\$ 8.85	EA
Add	24865821	361907	FILTER,AIR,HVAC,HC,PLTD,MERV8,20X25X2	40161505	\$ 11.43	EA

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Add	24865828	361908	FILTER,AIR,HVAC,HC,PLTD,MERV8,20X25X4	40161505	\$ 17.19	EA
Add	24865835	361909	FILTER,AIR,HVAC,HC,PLTD,MERV8,20X30X1	40161505	\$ 12.41	EA
Add	24865845	361910	FILTER,AIR,HVAC,HC,PLTD,MERV8,20X30X2	40161505	\$ 14.04	EA
Add	24865593	361911	FILTER,AIR,HVAC,HC,PLTD,MERV8,24X24X1	40161505	\$ 10.44	EA
Add	24865600	361912	FILTER,AIR,HVAC,HC,PLTD,MERV8,24X24X2	40161505	\$ 13.60	EA
Add	24865607	361913	FILTER,AIR,HVAC,HC,PLTD,MERV8,24X24X4	40161505	\$ 19.65	EA
Add	24865668	361914	FILTER,AIR,HVAC,HC,PLTD,MERV8,24X30X1	40161505	\$ 15.04	EA
Add	24865677	361915	FILTER,AIR,HVAC,HC,PLTD,MERV8,24X30X2	40161505	\$ 17.39	EA
Add	24865691	361916	FILTER,AIR,HVAC,HC,PLTD,MERV8,25X25X1	40161505	\$ 11.30	EA
Add	24865697	361917	FILTER,AIR,HVAC,HC,PLTD,MERV8,25X25X2	40161505	\$ 14.88	EA
Add	24865702	361918	FILTER,AIR,HVAC,HC,PLTD,MERV8,25X29X4	40161505	\$ 26.78	EA
Add	24864503	361919	FILTER,AIR,HVAC,HC,PLTD,MERV10,10X10X1	40161505	\$ 9.59	EA
Add	24864517	361920	FILTER,AIR,HVAC,HC,PLTD,MERV10,10X24X1	40161505	\$ 9.91	EA
Add	24864542	361921	FILTER,AIR,HVAC,HC,PLTD,MERV10,12X20X1	40161505	\$ 8.78	EA
Add	24864603	361922	FILTER,AIR,HVAC,HC,PLTD,MERV10,12X20X2	40161505	\$ 9.10	EA
Add	24864618	361923	FILTER,AIR,HVAC,HC,PLTD,MERV10,12X24X1	40161505	\$ 7.91	EA
Add	24864628	361924	FILTER,AIR,HVAC,HC,PLTD,MERV10,12X24X2	40161505	\$ 9.08	EA
Add	24864635	361925	FILTER,AIR,HVAC,HC,PLTD,MERV10,12X24X4	40161505	\$ 14.80	EA
Add	24865153	361926	FILTER,AIR,HVAC,HC,PLTD,MERV10,14X14X1	40161505	\$ 9.83	EA
Add	24865163	361927	FILTER,AIR,HVAC,HC,PLTD,MERV10,14X20X1	40161505	\$ 8.97	EA
Add	24865170	361928	FILTER,AIR,HVAC,HC,PLTD,MERV10,14X20X2	40161505	\$ 10.70	EA
Add	24865177	361929	FILTER,AIR,HVAC,HC,PLTD,MERV10,14X24X1	40161505	\$ 12.37	EA
Add	24865131	361930	FILTER,AIR,HVAC,HC,PLTD,MERV10,14X25X1	40161505	\$ 11.26	EA
Add	24865138	361931	FILTER,AIR,HVAC,HC,PLTD,MERV1014X25X2	40161505	\$ 11.32	EA
Add	24865555	361932	FILTER,AIR,HVAC,HC,PLTD,MERV10,15X20X1	40161505	\$ 7.98	EA
Add	24865562	361933	FILTER,AIR,HVAC,HC,PLTD,MERV10,15X20X2	40161505	\$ 11.16	EA
Add	24865322	361934	FILTER,AIR,HVAC,HC,PLTD,MERV10,16X16X2	40161505	\$ 10.01	EA
Add	24865335	361935	FILTER,AIR,HVAC,HC,PLTD,MERV10,16X20X1	40161505	\$ 8.49	EA
Add	24865342	361936	FILTER,AIR,HVAC,HC,PLTD,MERV10,16X20X2	40161505	\$ 9.70	EA
Add	24865349	361937	FILTER,AIR,HVAC,HC,PLTD,MERV10,16X20X4	40161505	\$ 15.89	EA
Add	24865357	361938	FILTER,AIR,HVAC,HC,PLTD,MERV10,16X24X1	40161505	\$ 11.34	EA
Add	24865364	361939	FILTER,AIR,HVAC,HC,PLTD,MERV10,16X24X2	40161505	\$ 12.34	EA
Add	24865371	361940	FILTER,AIR,HVAC,HC,PLTD,MERV10,16X25X1	40161505	\$ 8.55	EA

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Add	24865378	361941	FILTER,AIR,HVAC,HC,PLTD,MERV10,16X25X2	40161505	\$ 10.65	EA
Add	24865386	361942	FILTER,AIR,HVAC,HC,PLTD,MERV10,16X25X4	40161505	\$ 15.67	EA
Add	24865391	361943	FILTER,AIR,HVAC,HC,PLTD,MERV10,16X30X1	40161505	\$ 13.99	EA
Add	24865439	361944	FILTER,AIR,HVAC,HC,PLTD,MERV10,18X18X1	40161505	\$ 11.77	EA
Add	24865450	361945	FILTER,AIR,HVAC,HC,PLTD,MERV10,18X20X1	40161505	\$ 10.71	EA
Add	24865457	361946	FILTER,AIR,HVAC,HC,PLTD,MERV10,18X20X2	40161505	\$ 12.11	EA
Add	24865467	361947	FILTER,AIR,HVAC,HC,PLTD,MERV10,18X24X1	40161505	\$ 10.83	EA
Add	24865474	361948	FILTER,AIR,HVAC,HC,PLTD,MERV10,18X24X2	40161505	\$ 12.17	EA
Add	24865483	361949	FILTER,AIR,HVAC,HC,PLTD,MERV10,18X24X4	40161505	\$ 17.15	EA
Add	24865520	361950	FILTER,AIR,HVAC,HC,PLTD,MERV10,18X25X1	40161505	\$ 11.56	EA
Add	24865527	361951	FILTER,AIR,HVAC,HC,PLTD,MERV10,18X25X2	40161505	\$ 12.02	EA
Add	24865738	361952	FILTER,AIR,HVAC,HC,PLTD,MERV10,20X20X1	40161505	\$ 8.44	EA
Add	24865745	361953	FILTER,AIR,HVAC,HC,PLTD,MERV10,20X20X2	40161505	\$ 10.42	EA
Add	24865752	361954	FILTER,AIR,HVAC,HC,PLTD,MERV10,20X20X4	40161505	\$ 17.06	EA
Add	24865764	361955	FILTER,AIR,HVAC,HC,PLTD,MERV10,20X24X1	40161505	\$ 10.93	EA
Add	24865797	361956	FILTER,AIR,HVAC,HC,PLTD,MERV10,20X24X2	40161505	\$ 12.22	EA
Add	24865805	361957	FILTER,AIR,HVAC,HC,PLTD,MERV10,20X24X4	40161505	\$ 18.69	EA
Add	24865812	361958	FILTER,AIR,HVAC,HC,PLTD,MERV10,20X25X1	40161505	\$ 8.85	EA
Add	24865822	361959	FILTER,AIR,HVAC,HC,PLTD,MERV10,20X25X2	40161505	\$ 11.43	EA
Add	24865829	361960	FILTER,AIR,HVAC,HC,PLTD,MERV10,20X25X4	40161505	\$ 17.19	EA
Add	24865836	361961	FILTER,AIR,HVAC,HC,PLTD,MERV10,20X30X1	40161505	\$ 12.41	EA
Add	24865846	361962	FILTER,AIR,HVAC,HC,PLTD,MERV10,20X30X2	40161505	\$ 14.04	EA
Add	24865594	361963	FILTER,AIR,HVAC,HC,PLTD,MERV10,24X24X1	40161505	\$ 10.44	EA
Add	24865601	361964	FILTER,AIR,HVAC,HC,PLTD,MERV10,24X24X2	40161505	\$ 13.60	EA
Add	24865608	361965	FILTER,AIR,HVAC,HC,PLTD,MERV10,24X24X4	40161505	\$ 19.65	EA
Add	24865669	361966	FILTER,AIR,HVAC,HC,PLTD,MERV10,24X30X1	40161505	\$ 15.04	EA
Add	24865678	361967	FILTER,AIR,HVAC,HC,PLTD,MERV10,24X30X2	40161505	\$ 17.39	EA
Add	24865692	361968	FILTER,AIR,HVAC,HC,PLTD,MERV10,25X25X1	40161505	\$ 11.30	EA
Add	24865698	361969	FILTER,AIR,HVAC,HC,PLTD,MERV10,25X25X2	40161505	\$ 14.88	EA
Add	24865703	361970	FILTER,AIR,HVAC,HC,PLTD,MERV10,25X29X4	40161505	\$ 26.78	EA
Add	24864510	361971	FILTER,AIR,HVAC,PLTD,MERV11,10X20X1	40161505	\$ 8.26	EA
Add	24864543	361972	FILTER,AIR,HVAC,PLTD,MERV11,12X20X1	40161505	\$ 12.25	EA
Add	24864619	361973	FILTER,AIR,HVAC,PLTD,MERV11,12X24X1	40161505	\$ 9.66	EA

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Add	24864625	361974	FILTER,AIR,HVAC,PLTD,MERV11,12X24X2	40161505	\$ 11.16	EA
Add	24864632	361975	FILTER,AIR,HVAC,PLTD,MERV11,12X24X4	40161505	\$ 13.75	EA
Add	24865160	361976	FILTER,AIR,HVAC,PLTD,MERV11,14X20X1	40161505	\$ 10.68	EA
Add	24865167	361977	FILTER,AIR,HVAC,PLTD,MERV11,14X20X2	40161505	\$ 10.55	EA
Add	24865174	361978	FILTER,AIR,HVAC,PLTD,MERV11,14X24X1	40161505	\$ 13.98	EA
Add	24865128	361979	FILTER,AIR,HVAC,PLTD,MERV11,14X25X1	40161505	\$ 11.86	EA
Add	24865135	361980	FILTER,AIR,HVAC,PLTD,MERV11,14X25X2	40161505	\$ 11.62	EA
Add	24865142	361981	FILTER,AIR,HVAC,PLTD,MERV11,14X30X1	40161505	\$ 18.13	EA
Add	24865559	361982	FILTER,AIR,HVAC,PLTD,MERV11,15X20X2	40161505	\$ 11.08	EA
Add	24865325	361990	FILTER,AIR,HVAC,PLTD,MERV11,16X16X2	40161505	\$ 11.31	EA
Add	24865332	361991	FILTER,AIR,HVAC,PLTD,MERV11,16X20X1	40161505	\$ 10.84	EA
Add	24865339	361992	FILTER,AIR,HVAC,PLTD,MERV11,16X20X2	40161505	\$ 11.31	EA
Add	24865346	361995	FILTER,AIR,HVAC,PLTD,MERV11,16X20X4	40161505	\$ 15.40	EA
Add	24865354	361994	FILTER,AIR,HVAC,PLTD,MERV11,16X24X1	40161505	\$ 12.91	EA
Add	24865361	361993	FILTER,AIR,HVAC,PLTD,MERV11,16X24X2	40161505	\$ 15.00	EA
Add	24865368	361989	FILTER,AIR,HVAC,PLTD,MERV11,16X25X1	40161505	\$ 11.38	EA
Add	24865375	361988	FILTER,AIR,HVAC,PLTD,MERV11,16X25X2	40161505	\$ 11.62	EA
Add	24865383	361987	FILTER,AIR,HVAC,PLTD,MERV11,16X25X4	40161505	\$ 17.68	EA
Add	24865447	361986	FILTER,AIR,HVAC,PLTD,MERV11,18X20X1	40161505	\$ 12.52	EA
Add	24865454	361985	FILTER,AIR,HVAC,PLTD,MERV11,18X20X2	40161505	\$ 13.02	EA
Add	24865471	361984	FILTER,AIR,HVAC,PLTD,MERV11,18X24X2	40161505	\$ 12.47	EA
Add	24865480	361983	FILTER,AIR,HVAC,PLTD,MERV11,18X24X4	40161505	\$ 20.49	EA
Add	24865524	361996	FILTER,AIR,HVAC,PLTD,MERV11,18X25X2	40161505	\$ 12.52	EA
Add	24865735	361997	FILTER,AIR,HVAC,PLTD,MERV11,20X20X1	40161505	\$ 11.24	EA
Add	24865742	361998	FILTER,AIR,HVAC,PLTD,MERV11,20X20X2	40161505	\$ 11.88	EA
Add	24865749	361999	FILTER,AIR,HVAC,PLTD,MERV11,20X20X4	40161505	\$ 18.85	EA
Add	24865756	362000	FILTER,AIR,HVAC,PLTD,MERV11,20X22X1	40161505	\$ 19.23	EA
Add	24865761	362001	FILTER,AIR,HVAC,PLTD,MERV11,20X24X1	40161505	\$ 12.43	EA
Add	24865794	362002	FILTER,AIR,HVAC,PLTD,MERV11,20X24X2	40161505	\$ 12.65	EA
Add	24865802	362003	FILTER,AIR,HVAC,PLTD,MERV11,20X24X4	40161505	\$ 22.01	EA
Add	24865809	362004	FILTER,AIR,HVAC,PLTD,MERV11,20X25X1	40161505	\$ 12.39	EA
Add	24865819	362005	FILTER,AIR,HVAC,PLTD,MERV11,20X25X2	40161505	\$ 12.84	EA
Add	24865826	362006	FILTER,AIR,HVAC,PLTD,MERV11,20X25X4	40161505	\$ 21.60	EA

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Add	24865833	362007	FILTER,AIR,HVAC,PLTD,MERV11,20X30X1	40161505	\$ 14.35	EA
Add	24865843	362008	FILTER,AIR,HVAC,PLTD,MERV11,20X30X2	40161505	\$ 15.69	EA
Add	24865591	362009	FILTER,AIR,HVAC,PLTD,MERV11,24X24X1	40161505	\$ 13.40	EA
Add	24865598	362010	FILTER,AIR,HVAC,PLTD,MERV11,24X24X2	40161505	\$ 13.75	EA
Add	24865605	362011	FILTER,AIR,HVAC,PLTD,MERV11,24X24X4	40161505	\$ 23.91	EA
Add	24865675	362012	FILTER,AIR,HVAC,PLTD,MERV11,24X30X2	40161505	\$ 16.85	EA
Add	24864524	362013	FILTER,AIR,HVAC,PLTD,MERV13,10X30X1	40161505	\$ 21.08	EA
Add	24864544	362014	FILTER,AIR,HVAC,PLTD,MERV13,12X20X1	40161505	\$ 14.14	EA
Add	24864620	362015	FILTER,AIR,HVAC,PLTD,MERV13,12X24X1	40161505	\$ 12.12	EA
Add	24864626	362016	FILTER,AIR,HVAC,PLTD,MERV13,12X24X2	40161505	\$ 17.73	EA
Add	24864633	362017	FILTER,AIR,HVAC,PLTD,MERV13,12X24X4	40161505	\$ 22.88	EA
Add	24865161	362018	FILTER,AIR,HVAC,PLTD,MERV13,14X20X1	40161505	\$ 12.12	EA
Add	24865168	362019	FILTER,AIR,HVAC,PLTD,MERV13,14X20X2	40161505	\$ 17.82	EA
Add	24865175	362020	FILTER,AIR,HVAC,PLTD,MERV13,14X24X1	40161505	\$ 17.15	EA
Add	24865129	362021	FILTER,AIR,HVAC,PLTD,MERV13,14X25X1	40161505	\$ 14.31	EA
Add	24865136	362022	FILTER,AIR,HVAC,PLTD,MERV13,14X25X2	40161505	\$ 19.54	EA
Add	24865143	362023	FILTER,AIR,HVAC,PLTD,MERV13,14X30X1	40161505	\$ 19.47	EA
Add	24865560	362024	FILTER,AIR,HVAC,PLTD,MERV13,15X20X2	40161505	\$ 18.50	EA
Add	24865333	362025	FILTER,AIR,HVAC,PLTD,MERV13,16X20X1	40161505	\$ 13.93	EA
Add	24865340	362026	FILTER,AIR,HVAC,PLTD,MERV13,16X20X2	40161505	\$ 16.24	EA
Add	24865347	362027	FILTER,AIR,HVAC,PLTD,MERV13,16X20X4	40161505	\$ 24.22	EA
Add	24865355	362028	FILTER,AIR,HVAC,PLTD,MERV13,16X24X1	40161505	\$ 17.92	EA
Add	24865362	362029	FILTER,AIR,HVAC,PLTD,MERV13,16X24X2	40161505	\$ 19.47	EA
Add	24865369	362030	FILTER,AIR,HVAC,PLTD,MERV13,16X25X1	40161505	\$ 14.88	EA
Add	24865376	362031	FILTER,AIR,HVAC,PLTD,MERV13,16X25X2	40161505	\$ 17.72	EA
Add	24865384	362032	FILTER,AIR,HVAC,PLTD,MERV13,16X25X4	40161505	\$ 26.89	EA
Add	24865437	362033	FILTER,AIR,HVAC,PLTD,MERV13,18X18X1	40161505	\$ 15.58	EA
Add	24865443	362034	FILTER,AIR,HVAC,PLTD,MERV13,18X18X2	40161505	\$ 26.30	EA
Add	24865448	362035	FILTER,AIR,HVAC,PLTD,MERV13,18X20X1	40161505	\$ 15.59	EA
Add	24865455	362036	FILTER,AIR,HVAC,PLTD,MERV13,18X20X2	40161505	\$ 20.17	EA
Add	24865465	362037	FILTER,AIR,HVAC,PLTD,MERV13,18X24X1	40161505	\$ 15.75	EA
Add	24865472	362038	FILTER,AIR,HVAC,PLTD,MERV13,18X24X2	40161505	\$ 19.00	EA
Add	24865481	362039	FILTER,AIR,HVAC,PLTD,MERV13,18X24X4	40161505	\$ 27.66	EA

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Add	24865518	362040	FILTER,AIR,HVAC,PLTD,MERV13,18X25X1	40161505	\$ 16.31	EA
Add	24865525	362041	FILTER,AIR,HVAC,PLTD,MERV13,18X25X2	40161505	\$ 20.12	EA
Add	24865736	362042	FILTER,AIR,HVAC,PLTD,MERV13,20X20X1	40161505	\$ 18.03	EA
Add	24865743	362043	FILTER,AIR,HVAC,PLTD,MERV13,20X20X2	40161505	\$ 20.02	EA
Add	24865750	362044	FILTER,AIR,HVAC,PLTD,MERV13,20X20X4	40161505	\$ 28.66	EA
Add	24865757	362045	FILTER,AIR,HVAC,PLTD,MERV13,20X22X1	40161505	\$ 28.51	EA
Add	24865762	362046	FILTER,AIR,HVAC,PLTD,MERV13,20X24X1	40161505	\$ 17.03	EA
Add	24865795	362047	FILTER,AIR,HVAC,PLTD,MERV13,20X24X2	40161505	\$ 23.38	EA
Add	24865803	362048	FILTER,AIR,HVAC,PLTD,MERV13,20X24X4	40161505	\$ 32.45	EA
Add	24865810	362049	FILTER,AIR,HVAC,PLTD,MERV13,20X25X1	40161505	\$ 19.50	EA
Add	24865820	362050	FILTER,AIR,HVAC,PLTD,MERV13,20X25X2	40161505	\$ 19.86	EA
Add	24865827	362051	FILTER,AIR,HVAC,PLTD,MERV13,20X25X4	40161505	\$ 29.82	EA
Add	24865834	362052	FILTER,AIR,HVAC,PLTD,MERV13,20X30X1	40161505	\$ 22.51	EA
Add	24865844	362053	FILTER,AIR,HVAC,PLTD,MERV13,20X30X2	40161505	\$ 22.88	EA
Add	24865592	362054	FILTER,AIR,HVAC,PLTD,MERV13,24X24X1	40161505	\$ 17.30	EA
Add	24865599	362055	FILTER,AIR,HVAC,PLTD,MERV13,24X24X2	40161505	\$ 22.65	EA
Add	24865606	362056	FILTER,AIR,HVAC,PLTD,MERV13,24X24X4	40161505	\$ 40.47	EA
Add	24865667	362057	FILTER,AIR,HVAC,PLTD,MERV13,24X30X1	40161505	\$ 23.37	EA
Add	24865676	362058	FILTER,AIR,HVAC,PLTD,MERV13,24X30X2	40161505	\$ 28.67	EA
Add	24865696	362059	FILTER,AIR,HVAC,PLTD,MERV13,25X25X2	40161505	\$ 33.28	EA
Add	24864548	362060	FILTER,AIR,RING PANEL,MERV8,10X20	40161505	\$ 11.45	EA
Add	24864549	362061	FILTER,AIR,RING PANEL,MERV8,10X24	40161505	\$ 11.81	EA
Add	24864646	362062	FILTER,AIR,RING PANEL,MERV8,12X12	40161505	\$ 12.09	EA
Add	24864645	362063	FILTER,AIR,RING PANEL,MERV8,12X20	40161505	\$ 11.79	EA
Add	24864644	362064	FILTER,AIR,RING PANEL,MERV8,12X24	40161505	\$ 9.93	EA
Add	24864647	362065	FILTER,AIR,RING PANEL,MERV8,12X30	40161505	\$ 20.02	EA
Add	24865145	362066	FILTER,AIR,RING PANEL,MERV8,14X20	40161505	\$ 10.12	EA
Add	24865147	362067	FILTER,AIR,RING PANEL,MERV8,14X24	40161505	\$ 14.83	EA
Add	24865146	362068	FILTER,AIR,RING PANEL,MERV8,14X25	40161505	\$ 11.00	EA
Add	24865148	362069	FILTER,AIR,RING PANEL,MERV8,14X30	40161505	\$ 21.79	EA
Add	24865396	362070	FILTER,AIR,RING PANEL,MERV8,15X20	40161505	\$ 10.28	EA
Add	24865397	362071	FILTER,AIR,RING PANEL,MERV8,15X24	40161505	\$ 20.02	EA
Add	24865408	362072	FILTER,AIR,RING PANEL,MERV8,16X16	40161505	\$ 9.87	EA

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Add	24865409	362073	FILTER,AIR,RING PANEL,MERV8,16X20	40161505	\$ 10.48	EA
Add	24865410	362074	FILTER,AIR,RING PANEL,MERV8,16X24	40161505	\$ 11.15	EA
Add	24865411	362075	FILTER,AIR,RING PANEL,MERV8,16X25	40161505	\$ 11.41	EA
Add	24865412	362076	FILTER,AIR,RING PANEL,MERV8,16X30	40161505	\$ 16.34	EA
Add	24865532	362077	FILTER,AIR,RING PANEL,MERV8,18X18	40161505	\$ 20.02	EA
Add	24865533	362078	FILTER,AIR,RING PANEL,MERV8,18X20	40161505	\$ 11.07	EA
Add	24865534	362079	FILTER,AIR,RING PANEL,MERV8,18X24	40161505	\$ 11.56	EA
Add	24865535	362080	FILTER,AIR,RING PANEL,MERV8,18X25	40161505	\$ 11.85	EA
Add	24865859	362081	FILTER,AIR,RING PANEL,MERV8,20X20	40161505	\$ 11.41	EA
Add	24865860	362082	FILTER,AIR,RING PANEL,MERV8,20X22	40161505	\$ 11.67	EA
Add	24865861	362083	FILTER,AIR,RING PANEL,MERV8,20X24	40161505	\$ 12.20	EA
Add	24865862	362084	FILTER,AIR,RING PANEL,MERV8,20X25	40161505	\$ 12.32	EA
Add	24865863	362085	FILTER,AIR,RING PANEL,MERV8,20X30	40161505	\$ 19.67	EA
Add	24865711	362086	FILTER,AIR,RING PANEL,MERV8,24X24	40161505	\$ 12.81	EA
Add	24865712	362087	FILTER,AIR,RING PANEL,MERV8,24X30	40161505	\$ 20.91	EA
Add	24866161	362088	FILTER,AIR,RING PANEL,MERV8,25X25	40161505	\$ 13.44	EA
Add	24866162	362089	FILTER,AIR,RING PANEL,MERV8,30X30	40161505	\$ 24.62	EA
Add	24865414	362090	FILTER,AIR,RING LINK,MERV8,16X110-104	40161505	\$ 48.96	EA
Add	24865416	362091	FILTER,AIR,RING LINK,MERV8,16X40-41	40161505	\$ 16.80	EA
Add	24865417	362092	FILTER,AIR,RING LINK,MERV8,16X44-45	40161505	\$ 24.99	EA
Add	24865418	362093	FILTER,AIR,RING LINK,MERV8,16X48-49	40161505	\$ 17.53	EA
Add	24865419	362094	FILTER,AIR,RING LINK,MERV8,16X50-51	40161505	\$ 26.10	EA
Add	24865420	362095	FILTER,AIR,RING LINK,MERV8,16X60-63	40161505	\$ 33.58	EA
Add	24865421	362096	FILTER,AIR,RING LINK,MERV8,16X64-68	40161505	\$ 41.86	EA
Add	24865422	362097	FILTER,AIR,RING LINK,MERV8,16X72-75	40161505	\$ 36.78	EA
Add	24865423	362098	FILTER,AIR,RING LINK,MERV8,16X88-92	40161505	\$ 46.69	EA
Add	24865424	362099	FILTER,AIR,RING LINK,MERV8,16X90-96	40161505	\$ 52.54	EA
Add	24865413	362100	FILTER,AIR,RING LINK,MERV8,16X96-100	40161505	\$ 47.95	EA
Add	24865880	362101	FILTER,AIR,RING LINK,MERV8,20X100-104	40161505	\$ 53.56	EA
Add	24865881	362102	FILTER,AIR,RING LINK,MERV8,20X108-115	40161505	\$ 68.65	EA
Add	24865883	362103	FILTER,AIR,RING LINK,MERV8,20X112-121	40161505	\$ 74.23	EA

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Add	24865884	362104	FILTER,AIR,RING LINK,MERV8,20X120-126	40161505	\$ 50.18	EA
Add	24865871	362105	FILTER,AIR,RING LINK,MERV8,20X32-33	40161505	\$ 23.42	EA
Add	24865872	362106	FILTER,AIR,RING LINK,MERV8,20X36-37	40161505	\$ 25.08	EA
Add	24865873	362107	FILTER,AIR,RING LINK,MERV8,20X40-41	40161505	\$ 17.24	EA
Add	24865874	362108	FILTER,AIR,RING LINK,MERV8,20X44-45	40161505	\$ 26.78	EA
Add	24865875	362109	FILTER,AIR,RING LINK,MERV8,20X45-48	40161505	\$ 32.86	EA
Add	24865876	362110	FILTER,AIR,RING LINK,MERV8,20X48-49	40161505	\$ 25.23	EA
Add	24865877	362111	FILTER,AIR,RING LINK,MERV8,20X50-51	40161505	\$ 28.44	EA
Add	24865878	362112	FILTER,AIR,RING LINK,MERV8,20X60-63	40161505	\$ 25.14	EA
Add	24865879	362113	FILTER,AIR,RING LINK,MERV8,20X96-100	40161505	\$ 52.43	EA
Add	24865882	362114	FILTER,AIR,RING LINK,MERV8,20X110-116	40161505	\$ 62.99	EA
Add	24865722	362115	FILTER,AIR,RING LINK,MERV8,24X100-106	40161505	\$ 65.04	EA
Add	24865723	362116	FILTER,AIR,RING LINK,MERV8,24X120-126	40161505	\$ 71.03	EA
Add	24865715	362117	FILTER,AIR,RING LINK,MERV8,24X40-41	40161505	\$ 27.66	EA
Add	24865716	362118	FILTER,AIR,RING LINK,MERV8,24X48-49	40161505	\$ 19.78	EA
Add	24865717	362119	FILTER,AIR,RING LINK,MERV8,24X54-57	40161505	\$ 38.06	EA
Add	24865718	362120	FILTER,AIR,RING LINK,MERV8,24X60-63	40161505	\$ 39.83	EA
Add	24865719	362121	FILTER,AIR,RING LINK,MERV8,24X64-68	40161505	\$ 47.33	EA
Add	24865720	362122	FILTER,AIR,RING LINK,MERV8,24X72-75	40161505	\$ 32.00	EA
Add	24865721	362123	FILTER,AIR,RING LINK,MERV8,24X80-84	40161505	\$ 51.98	EA
Add	24865730	362124	FILTER,AIR,RING LINK,MERV8,25X100-106	40161505	\$ 67.40	EA
Add	24865731	362125	FILTER,AIR,RING LINK,MERV8,25X110-116	40161505	\$ 70.55	EA
Add	24865726	362126	FILTER,AIR,RING LINK,MERV8,25X48-51	40161505	\$ 30.06	EA
Add	24865727	362127	FILTER,AIR,RING LINK,MERV8,25X60-63	40161505	\$ 29.13	EA
Add	24865728	362128	FILTER,AIR,RING LINK,MERV8,25X80-84	40161505	\$ 30.91	EA
Add	24865729	362129	FILTER,AIR,RING LINK,MERV8,25X90-96	40161505	\$ 37.11	EA

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.



CN Number: N/A  
 SRM Parent Number: N/A  
 SAP/SRM Contract Number: 4400004306  
 Change Number: 2023-1  
 Change Effective Date: 12/12/2022

**COMMONWEALTH OF PENNSYLVANIA  
 DEPARTMENT OF GENERAL SERVICES  
 HARRISBURG**

**For:** All using Agencies of the Commonwealth  
**Subject:** Supplies Manufactured and Services Performed by Persons with Disabilities;  
 UniqueSource Products & Services  
**Contract Period:** Beginning May 4, 2009 and Ending December 31, 9999  
**Program Manager:** Betty Goodling-Weimer, Tel. 717-787-7324, Fax 717-783-6241

**CHANGE SUMMARY:**

Effective January 3, 2023, the contract price lists for materials and services with pre-established fair market prices have been updated in accordance with the annual price adjustment clause referenced in the DGS-UniqueSource Operational Agreement. **The revised price lists are attached to the contract overview form posted on eMarketplace.**

The following additional changes are effective January 3, 2023:

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Temporarily Unavailable	18767884	297400	LIGHT,WARNING,LED,CLR,FOR ROLLUP SIGN	39111700	NA	NA
Temporarily Unavailable	18767885	343992	LIGHT,WARNING,LED,AMBER,FOR ROLLUP SIGN	39111700	NA	NA
Temporarily Unavailable	18767888	343995	LIGHT,WARNING,LED,RED,FOR ROLLUP SIGN	39111700	NA	NA

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Temporarily Unavailable	18770226	297093	BLANKET,EMERGENCY,YEL,60X90,10/BX	42171701	NA	NA
Deleted	18769054	344169	SWEATPANTS,ELSTC,COTTON/POLY,BLK,S	53100000	NA	NA
Deleted	18769055	344193	SWEATPANTS,ELSTC,COTTON/POLY,RED,S	53100000	NA	NA
Deleted	18769056	344181	SWEATPANTS,ELSTC,COTTON/POLY,GRY,S	53100000	NA	NA
Deleted	18769057	344187	SWEATPANTS,ELSTC,COTTON/POLY,NVY BLU,S	53100000	NA	NA
Deleted	18769058	344175	SWEATPANTS,ELSTC,COTTON/POLY,DK GRN,S	53100000	NA	NA
Deleted	18769060	344170	SWEATPANTS,ELSTC,COTTON/POLY,BLK,M	53100000	NA	NA
Deleted	18769061	344194	SWEATPANTS,ELSTC,COTTON/POLY,RED,M	53100000	NA	NA
Deleted	18769062	344182	SWEATPANTS,ELSTC,COTTON/POLY,GRY,M	53100000	NA	NA
Deleted	18769063	344188	SWEATPANTS,ELSTC,COTTON/POLY,NVY BLU,M	53100000	NA	NA
Deleted	18769064	344176	SWEATPANTS,ELSTC,COTTON/POLY,DK GRN,M	53100000	NA	NA
Deleted	18769066	344171	SWEATPANTS,ELSTC,COTTON/POLY,BLK,L	53100000	NA	NA
Deleted	18769067	344195	SWEATPANTS,ELSTC,COTTON/POLY,RED,L	53100000	NA	NA
Deleted	18769068	344183	SWEATPANTS,ELSTC,COTTON/POLY,GRY,L	53100000	NA	NA
Deleted	18769069	344189	SWEATPANTS,ELSTC,COTTON/POLY,NVY BLU,L	53100000	NA	NA
Deleted	18769070	344177	SWEATPANTS,ELSTC,COTTON/POLY,DK GRN,L	53100000	NA	NA
Deleted	18769072	344172	SWEATPANTS,ELSTC,COTTON/POLY,BLK,XL	53100000	NA	NA

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Deleted	18769073	344196	SWEATPANTS,ELSTC,COTTON/POLY,RED,XL	53100000	NA	NA
Deleted	18769074	344184	SWEATPANTS,ELSTC,COTTON/POLY,GRY,XL	53100000	NA	NA
Deleted	18769075	344190	SWEATPANTS,ELSTC,COTTON/POLY,NVY BLU,XL	53100000	NA	NA
Deleted	18769076	344178	SWEATPANTS,ELSTC,COTTON/POLY,DK GRN,XL	53100000	NA	NA
Deleted	18769078	344173	SWEATPANTS,ELSTC,COTTON/POLY,BLK,2X	53100000	NA	NA
Deleted	18769079	344197	SWEATPANTS,ELSTC,COTTON/POLY,RED,2X	53100000	NA	NA
Deleted	18769080	344185	SWEATPANTS,ELSTC,COTTON/POLY,GRY,2X	53100000	NA	NA
Deleted	18769081	344191	SWEATPANTS,ELSTC,COTTON/POLY,NVY BLU,2X	53100000	NA	NA
Deleted	18769082	344179	SWEATPANTS,ELSTC,COTTON/POLY,DK GRN,2X	53100000	NA	NA
Deleted	18769084	344174	SWEATPANTS,ELSTC,COTTON/POLY,BLK,3X	53100000	NA	NA
Deleted	18769085	344198	SWEATPANTS,ELSTC,COTTON/POLY,RED,3X	53100000	NA	NA
Deleted	18769086	344186	SWEATPANTS,ELSTC,COTTON/POLY,GRY,3X	53100000	NA	NA
Deleted	18769087	344192	SWEATPANTS,ELSTC,COTTON/POLY,NVY BLU,3X	53100000	NA	NA
Deleted	18769088	344180	SWEATPANTS,ELSTC,COTTON/POLY,DK GRN,3X	53100000	NA	NA
Deleted	18769090	298363	SWEATSHIRT,PLVR,YGR,S	46181500	NA	NA
Deleted	18769091	298364	SWEATSHIRT,PLVR,YGR,M	46181500	NA	NA
Deleted	18769092	298365	SWEATSHIRT,PLVR,YGR,L	46181500	NA	NA

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Deleted	18769093	298366	SWEATSHIRT,PLVR,YGR,XL	46181500	NA	NA
Deleted	18769094	298367	SWEATSHIRT,PLVR,YGR,2X	46181500	NA	NA
Deleted	18769095	298368	SWEATSHIRT,PLVR,YGR,3X	46181500	NA	NA
Deleted	18769096	298369	SWEATSHIRT,PLVR,YGR,4X	46181500	NA	NA
Deleted	18769097	298419	SWEATSHIRT,PLVR,YGR,1CLRLOGO,S	46181500	NA	NA
Deleted	18769098	298420	SWEATSHIRT,PLVR,YGR,1CLRLOGO,M	46181500	NA	NA
Deleted	18769099	298421	SWEATSHIRT,PLVR,YGR,1CLRLOGO,L	46181500	NA	NA
Deleted	18769100	298422	SWEATSHIRT,PLVR,YGR,1CLRLOGO,XL	46181500	NA	NA
Deleted	18769101	298423	SWEATSHIRT,PLVR,YGR,1CLRLOGO,2X	46181500	NA	NA
Deleted	18769102	298424	SWEATSHIRT,PLVR,YGR,1CLRLOGO,3X	46181500	NA	NA
Deleted	18769103	298425	SWEATSHIRT,PLVR,YGR,1CLRLOGO,4X	46181500	NA	NA
Deleted	18769104	298475	SWEATSHIRT,PLVR,YGR,3CLRLOGO,S	46181500	NA	NA
Deleted	18769105	298476	SWEATSHIRT,PLVR,YGR,3CLRLOGO,M	46181500	NA	NA
Deleted	18769106	298477	SWEATSHIRT,PLVR,YGR,3CLRLOGO,L	46181500	NA	NA
Deleted	18769107	298478	SWEATSHIRT,PLVR,YGR,3CLRLOGO,XL	46181500	NA	NA
Deleted	18769108	298479	SWEATSHIRT,PLVR,YGR,3CLRLOGO,2X	46181500	NA	NA
Deleted	18769109	298480	SWEATSHIRT,PLVR,YGR,3CLRLOGO,3X	46181500	NA	NA

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Deleted	18769110	298481	SWEATSHIRT,PLVR,YGR,3CLRLOGO,4X	46181500	NA	NA
Deleted	18769112	298370	SWEATSHIRT,PLVR,PCH,YGR,S	46181500	NA	NA
Deleted	18769113	298371	SWEATSHIRT,PLVR,PCH,YGR,M	46181500	NA	NA
Deleted	18769114	298372	SWEATSHIRT,PLVR,PCH,YGR,L	46181500	NA	NA
Deleted	18769115	298373	SWEATSHIRT,PLVR,PCH,YGR,XL	46181500	NA	NA
Deleted	18769116	298374	SWEATSHIRT,PLVR,PCH,YGR,2X	46181500	NA	NA
Deleted	18769117	298375	SWEATSHIRT,PLVR,PCH,YGR,3X	46181500	NA	NA
Deleted	18769118	298376	SWEATSHIRT,PLVR,PCH,YGR,4X	46181500	NA	NA
Deleted	18769119	298426	SWEATSHIRT,PLVR,PCKT,YGR,1CLRLOGO,S	46181500	NA	NA
Deleted	18769120	298427	SWEATSHIRT,PLVR,PCKT,YGR,1CLRLOGO,M	46181500	NA	NA
Deleted	18769121	298428	SWEATSHIRT,PLVR,PCKT,YGR,1CLRLOGO,L	46181500	NA	NA
Deleted	18769122	298429	SWEATSHIRT,PLVR,PCKT,YGR,1CLRLOGO,XL	46181500	NA	NA
Deleted	18769123	298430	SWEATSHIRT,PLVR,PCKT,YGR,1CLRLOGO,2X	46181500	NA	NA
Deleted	18769124	298431	SWEATSHIRT,PLVR,PCKT,YGR,1CLRLOGO,3X	46181500	NA	NA
Deleted	18769125	298432	SWEATSHIRT,PLVR,PCKT,YGR,1CLRLOGO,4X	46181500	NA	NA
Deleted	18769126	298482	SWEATSHIRT,PLVR,PCKT,YGR,3CLRLOGO,S	46181500	NA	NA
Deleted	18769127	298483	SWEATSHIRT,PLVR,PCKT,YGR,3CLRLOGO,M	46181500	NA	NA

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Deleted	18769128	298484	SWEATSHIRT,PLVR,PCKT,YGR,3CLRLOGO,L	46181500	NA	NA
Deleted	18769129	298485	SWEATSHIRT,PLVR,PCKT,YGR,3CLRLOGO,XL	46181500	NA	NA
Deleted	18769130	298486	SWEATSHIRT,PLVR,PCKT,YGR,3CLRLOGO,2X	46181500	NA	NA
Deleted	18769131	298487	SWEATSHIRT,PLVR,PCKT,YGR,3CLRLOGO,3X	46181500	NA	NA
Deleted	18769132	298488	SWEATSHIRT,PLVR,PCKT,YGR,3CLRLOGO,4X	46181500	NA	NA
Deleted	18769134	298377	SWEATSHIRT,PLVR,HD,YGR,S	46181500	NA	NA
Deleted	18769135	298378	SWEATSHIRT,PLVR,HD,YGR,M	46181500	NA	NA
Deleted	18769136	298379	SWEATSHIRT,PLVR,HD,YGR,L	46181500	NA	NA
Deleted	18769137	298380	SWEATSHIRT,PLVR,HD,YGR,XL	46181500	NA	NA
Deleted	18769138	298381	SWEATSHIRT,PLVR,HD,YGR,2X	46181500	NA	NA
Deleted	18769139	298382	SWEATSHIRT,PLVR,HD,YGR,3X	46181500	NA	NA
Deleted	18769140	298383	SWEATSHIRT,PLVR,HD,YGR,4X	46181500	NA	NA
Deleted	18769141	298433	SWEATSHIRT,PLVR,HD,YGR,1CLRLOGO,S	46181500	NA	NA
Deleted	18769142	298434	SWEATSHIRT,PLVR,HD,YGR,1CLRLOGO,M	46181500	NA	NA
Deleted	18769143	298435	SWEATSHIRT,PLVR,HD,YGR,1CLRLOGO,L	46181500	NA	NA
Deleted	18769144	298436	SWEATSHIRT,PLVR,HD,YGR,1CLRLOGO,XL	46181500	NA	NA
Deleted	18769145	298437	SWEATSHIRT,PLVR,HD,YGR,1CLRLOGO,2X	46181500	NA	NA

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Deleted	18769146	298438	SWEATSHIRT,PLVR,HD,YGR,1CLRLOGO,3X	46181500	NA	NA
Deleted	18769147	298439	SWEATSHIRT,PLVR,HD,YGR,1CLRLOGO,4X	46181500	NA	NA
Deleted	18769148	298489	SWEATSHIRT,PLVR,HD,YGR,3CLRLOGO,S	46181500	NA	NA
Deleted	18769149	298490	SWEATSHIRT,PLVR,HD,YGR,3CLRLOGO,M	46181500	NA	NA
Deleted	18769150	298491	SWEATSHIRT,PLVR,HD,YGR,3CLRLOGO,L	46181500	NA	NA
Deleted	18769151	298492	SWEATSHIRT,PLVR,HD,YGR,3CLRLOGO,XL	46181500	NA	NA
Deleted	18769152	298493	SWEATSHIRT,PLVR,HD,YGR,3CLRLOGO,2X	46181500	NA	NA
Deleted	18769153	298494	SWEATSHIRT,PLVR,HD,YGR,3CLRLOGO,3X	46181500	NA	NA
Deleted	18769154	298495	SWEATSHIRT,PLVR,HD,YGR,3CLRLOGO,4X	46181500	NA	NA
Deleted	18769156	298384	SWEATSHIRT,PLVR,HD,PCH,YGR,S	46181500	NA	NA
Deleted	18769157	298385	SWEATSHIRT,PLVR,HD,PCH,YGR,M	46181500	NA	NA
Deleted	18769158	298386	SWEATSHIRT,PLVR,HD,PCH,YGR,L	46181500	NA	NA
Deleted	18769159	298387	SWEATSHIRT,PLVR,HD,PCH,YGR,XL	46181500	NA	NA
Deleted	18769160	298388	SWEATSHIRT,PLVR,HD,PCH,YGR,2X	46181500	NA	NA
Deleted	18769161	298389	SWEATSHIRT,PLVR,HD,PCH,YGR,3X	46181500	NA	NA
Deleted	18769162	298390	SWEATSHIRT,PLVR,HD,PCH,YGR,4X	46181500	NA	NA
Deleted	18769163	298790	SWEATSHIRT,PLVR,HD,PCH,YGR,5X	46181500	NA	NA

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Deleted	18769164	298791	SWEATSHIRT,PLVR,HD,PCH,YGR,6X	46181500	NA	NA
Deleted	18769165	298440	SWEATSHIRT,PLVR,HD,PCKT,YGR,1CLRLOGO, S	46181500	NA	NA
Deleted	18769166	298441	SWEATSHIRT,PLVR,HD,PCKT,YGR,1CLRLOGO, M	46181500	NA	NA
Deleted	18769167	298442	SWEATSHIRT,PLVR,HD,PCKT,YGR,1CLRLOGO, L	46181500	NA	NA
Deleted	18769168	298443	SWEATSHIRT,PLVR,HD,PCKT,YGR,1CLRLOGO, XL	46181500	NA	NA
Deleted	18769169	298444	SWEATSHIRT,PLVR,HD,PCKT,YGR,1CLRLOGO, 2X	46181500	NA	NA
Deleted	18769170	298445	SWEATSHIRT,PLVR,HD,PCKT,YGR,1CLRLOGO, 3X	46181500	NA	NA
Deleted	18769171	298446	SWEATSHIRT,PLVR,HD,PCKT,YGR,1CLRLOGO, 4X	46181500	NA	NA
Deleted	18769172	298792	SWEATSHIRT,PLVR,HD,PCKT,YGR,1CLRLOGO, 5X	46181500	NA	NA
Deleted	18769173	298793	SWEATSHIRT,PLVR,HD,PCKT,YGR,1CLRLOGO, 6X	46181500	NA	NA
Deleted	18769174	298496	SWEATSHIRT,PLVR,HD,PCKT,YGR,3CLRLOGO, S	46181500	NA	NA
Deleted	18769175	298497	SWEATSHIRT,PLVR,HD,PCKT,YGR,3CLRLOGO, M	46181500	NA	NA
Deleted	18769176	298498	SWEATSHIRT,PLVR,HD,PCKT,YGR,3CLRLOGO, L	46181500	NA	NA
Deleted	18769177	298499	SWEATSHIRT,PLVR,HD,PCKT,YGR,3CLRLOGO, XL	46181500	NA	NA
Deleted	18769178	298500	SWEATSHIRT,PLVR,HD,PCKT,YGR,3CLRLOGO, 2X	46181500	NA	NA
Deleted	18769179	298501	SWEATSHIRT,PLVR,HD,PCKT,YGR,3CLRLOGO, 3X	46181500	NA	NA
Deleted	18769180	298502	SWEATSHIRT,PLVR,HD,PCKT,YGR,3CLRLOGO, 4X	46181500	NA	NA



Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Deleted	18769181	298794	SWEATSHIRT,PLVR,HD,PCKT,YGR,3CLRLOGO,5X	46181500	NA	NA
Deleted	18769182	298795	SWEATSHIRT,PLVR,HD,PCKT,YGR,3CLRLOGO,6X	46181500	NA	NA
Deleted	18769184	298391	SWEATSHIRT,ZPR,YGR,S	46181500	NA	NA
Deleted	18769185	298392	SWEATSHIRT,ZPR,YGR,M	46181500	NA	NA
Deleted	18769186	298393	SWEATSHIRT,ZPR,YGR,L	46181500	NA	NA
Deleted	18769187	298394	SWEATSHIRT,ZPR,YGR,XL	46181500	NA	NA
Deleted	18769188	298395	SWEATSHIRT,ZPR,YGR,2X	46181500	NA	NA
Deleted	18769189	298396	SWEATSHIRT,ZPR,YGR,3X	46181500	NA	NA
Deleted	18769190	298397	SWEATSHIRT,ZPR,YGR,4X	46181500	NA	NA
Deleted	18769191	298447	SWEATSHIRT,ZPR,YGR,1CLRLOGO,S	46181500	NA	NA
Deleted	18769192	298448	SWEATSHIRT,ZPR,YGR,1CLRLOGO,M	46181500	NA	NA
Deleted	18769193	298449	SWEATSHIRT,ZPR,YGR,1CLRLOGO,L	46181500	NA	NA
Deleted	18769194	298450	SWEATSHIRT,ZPR,YGR,1CLRLOGO,XL	46181500	NA	NA
Deleted	18769195	298451	SWEATSHIRT,ZPR,YGR,1CLRLOGO,2X	46181500	NA	NA
Deleted	18769196	298452	SWEATSHIRT,ZPR,YGR,1CLRLOGO,3X	46181500	NA	NA
Deleted	18769197	298453	SWEATSHIRT,ZPR,YGR,1CLRLOGO,4X	46181500	NA	NA
Deleted	18769198	298503	SWEATSHIRT,ZPR,YGR,3CLRLOGO,S	46181500	NA	NA

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Deleted	18769199	298504	SWEATSHIRT,ZPR,YGR,3CLRLOGO,M	46181500	NA	NA
Deleted	18769200	298505	SWEATSHIRT,ZPR,YGR,3CLRLOGO,L	46181500	NA	NA
Deleted	18769201	298506	SWEATSHIRT,ZPR,YGR,3CLRLOGO,XL	46181500	NA	NA
Deleted	18769202	298507	SWEATSHIRT,ZPR,YGR,3CLRLOGO,2X	46181500	NA	NA
Deleted	18769203	298508	SWEATSHIRT,ZPR,YGR,3CLRLOGO,3X	46181500	NA	NA
Deleted	18769204	298509	SWEATSHIRT,ZPR,YGR,3CLRLOGO,4X	46181500	NA	NA
Deleted	18769205	297300	FOOD KIT,BLAND,PNK,SGR,SLT,NPK	51191900	NA	NA
Deleted	18769207	298398	SWEATSHIRT,ZPR,PCKT,YGR,S	46181500	NA	NA
Deleted	18769208	298399	SWEATSHIRT,ZPR,PCKT,YGR,M	46181500	NA	NA
Deleted	18769209	298400	SWEATSHIRT,ZPR,PCKT,YGR,L	46181500	NA	NA
Deleted	18769210	298401	SWEATSHIRT,ZPR,PCKT,YGR,XL	46181500	NA	NA
Deleted	18769211	298402	SWEATSHIRT,ZPR,PCKT,YGR,2X	46181500	NA	NA
Deleted	18769212	298403	SWEATSHIRT,ZPR,PCKT,YGR,3X	46181500	NA	NA
Deleted	18769213	298404	SWEATSHIRT,ZPR,PCKT,YGR,4X	46181500	NA	NA
Deleted	18769214	298454	SWEATSHIRT,ZPR,PCKT,YGR,1CLRLOGO,S	46181500	NA	NA
Deleted	18769215	298455	SWEATSHIRT,ZPR,PCKT,YGR,1CLRLOGO,M	46181500	NA	NA
Deleted	18769216	298456	SWEATSHIRT,ZPR,PCKT,YGR,1CLRLOGO,L	46181500	NA	NA

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Deleted	18769217	298457	SWEATSHIRT,ZPR,PCKT,YGR,1CLRLOGO,XL	46181500	NA	NA
Deleted	18769218	298458	SWEATSHIRT,ZPR,PCKT,YGR,1CLRLOGO,2X	46181500	NA	NA
Deleted	18769219	298459	SWEATSHIRT,ZPR,PCKT,YGR,1CLRLOGO,3X	46181500	NA	NA
Deleted	18769220	298460	SWEATSHIRT,ZPR,PCKT,YGR,1CLRLOGO,4X	46181500	NA	NA
Deleted	18769221	298510	SWEATSHIRT,ZPR,PCKT,YGR,3CLRLOGO,S	46181500	NA	NA
Deleted	18769222	298511	SWEATSHIRT,ZPR,PCKT,YGR,3CLRLOGO,M	46181500	NA	NA
Deleted	18769223	298512	SWEATSHIRT,ZPR,PCKT,YGR,3CLRLOGO,L	46181500	NA	NA
Deleted	18769224	298513	SWEATSHIRT,ZPR,PCKT,YGR,3CLRLOGO,XL	46181500	NA	NA
Deleted	18769225	298514	SWEATSHIRT,ZPR,PCKT,YGR,3CLRLOGO,2X	46181500	NA	NA
Deleted	18769226	298515	SWEATSHIRT,ZPR,PCKT,YGR,3CLRLOGO,3X	46181500	NA	NA
Deleted	18769227	298516	SWEATSHIRT,ZPR,PCKT,YGR,3CLRLOGO,4X	46181500	NA	NA
Deleted	18769229	298405	SWEATSHIRT,ZPR,HD,YGR,S	46181500	NA	NA
Deleted	18769230	298406	SWEATSHIRT,ZPR,HD,YGR,M	46181500	NA	NA
Deleted	18769231	298407	SWEATSHIRT,ZPR,HD,YGR,L	46181500	NA	NA
Deleted	18769232	298408	SWEATSHIRT,ZPR,HD,YGR,XL	46181500	NA	NA
Deleted	18769233	298409	SWEATSHIRT,ZPR,HD,YGR,2X	46181500	NA	NA
Deleted	18769234	298410	SWEATSHIRT,ZPR,HD,YGR,3X	46181500	NA	NA

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Deleted	18769235	298411	SWEATSHIRT,ZPR,HD,YGR,4X	46181500	NA	NA
Deleted	18769236	298461	SWEATSHIRT,ZPR,HD,YGR,1CLRLOGO,S	46181500	NA	NA
Deleted	18769237	298462	SWEATSHIRT,ZPR,HD,YGR,1CLRLOGO,M	46181500	NA	NA
Deleted	18769238	298463	SWEATSHIRT,ZPR,HD,YGR,1CLRLOGO,L	46181500	NA	NA
Deleted	18769239	298464	SWEATSHIRT,ZPR,HD,YGR,1CLRLOGO,XL	46181500	NA	NA
Deleted	18769240	298465	SWEATSHIRT,ZPR,HD,YGR,1CLRLOGO,2X	46181500	NA	NA
Deleted	18769241	298466	SWEATSHIRT,ZPR,HD,YGR,1CLRLOGO,3X	46181500	NA	NA
Deleted	18769242	298467	SWEATSHIRT,ZPR,HD,YGR,1CLRLOGO,4X	46181500	NA	NA
Deleted	18769243	298517	SWEATSHIRT,ZPR,HD,YGR,3CLRLOGO,S	46181500	NA	NA
Deleted	18769244	298518	SWEATSHIRT,ZPR,HD,YGR,3CLRLOGO,M	46181500	NA	NA
Deleted	18769245	298519	SWEATSHIRT,ZPR,HD,YGR,3CLRLOGO,L	46181500	NA	NA
Deleted	18769246	298520	SWEATSHIRT,ZPR,HD,YGR,3CLRLOGO,XL	46181500	NA	NA
Deleted	18769247	298521	SWEATSHIRT,ZPR,HD,YGR,3CLRLOGO,2X	46181500	NA	NA
Deleted	18769248	298522	SWEATSHIRT,ZPR,HD,YGR,3CLRLOGO,3X	46181500	NA	NA
Deleted	18769249	298523	SWEATSHIRT,ZPR,HD,YGR,3CLRLOGO,4X	46181500	NA	NA
Deleted	18769251	298412	SWEATSHIRT,ZPR,HD,PCKT,YGR,S	46181500	NA	NA
Deleted	18769252	298413	SWEATSHIRT,ZPR,HD,PCKT,YGR,M	46181500	NA	NA

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Deleted	18769253	298414	SWEATSHIRT,ZPR,HD,PCKT,YGR,L	46181500	NA	NA
Deleted	18769254	298415	SWEATSHIRT,ZPR,HD,PCKT,YGR,XL	46181500	NA	NA
Deleted	18769255	298416	SWEATSHIRT,ZPR,HD,PCKT,YGR,2X	46181500	NA	NA
Deleted	18769256	298417	SWEATSHIRT,ZPR,HD,PCKT,YGR,3X	46181500	NA	NA
Deleted	18769257	298418	SWEATSHIRT,ZPR,HD,PCKT,YGR,4X	46181500	NA	NA
Deleted	18769258	298796	SWEATSHIRT,ZPR,HD,PCKT,YGR,5X	46181500	NA	NA
Deleted	18769259	298797	SWEATSHIRT,ZPR,HD,PCKT,YGR,6X	46181500	NA	NA
Deleted	18769260	298468	SWEATSHIRT,ZPR,HD,PCKT,YGR,1CLRLOGO,S	46181500	NA	NA
Deleted	18769261	298469	SWEATSHIRT,ZPR,HD,PCKT,YGR,1CLRLOGO,M	46181500	NA	NA
Deleted	18769262	298470	SWEATSHIRT,ZPR,HD,PCKT,YGR,1CLRLOGO,L	46181500	NA	NA
Deleted	18769263	298471	SWEATSHIRT,ZPR,HD,PCKT,YGR,1CLRLOGO,XL	46181500	NA	NA
Deleted	18769264	298472	SWEATSHIRT,ZPR,HD,PCKT,YGR,1CLRLOGO,2X	46181500	NA	NA
Deleted	18769265	298473	SWEATSHIRT,ZPR,HD,PCKT,YGR,1CLRLOGO,3X	46181500	NA	NA
Deleted	18769266	298474	SWEATSHIRT,ZPR,HD,PCKT,YGR,1CLRLOGO,4X	46181500	NA	NA
Deleted	18769267	298798	SWEATSHIRT,ZPR,HD,PCKT,YGR,1CLRLOGO,5X	46181500	NA	NA
Deleted	18769268	298799	SWEATSHIRT,ZPR,HD,PCKT,YGR,1CLRLOGO,6X	46181500	NA	NA
Deleted	18769269	298524	SWEATSHIRT,ZPR,HD,PCKT,YGR,3CLRLOGO,S	46181500	NA	NA

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Deleted	18769270	298525	SWEATSHIRT,ZPR,HD,PCKT,YGR,3CLRLOGO,M	46181500	NA	NA
Deleted	18769271	298526	SWEATSHIRT,ZPR,HD,PCKT,YGR,3CLRLOGO,L	46181500	NA	NA
Deleted	18769272	298527	SWEATSHIRT,ZPR,HD,PCKT,YGR,3CLRLOGO,XL	46181500	NA	NA
Deleted	18769273	298528	SWEATSHIRT,ZPR,HD,PCKT,YGR,3CLRLOGO,2X	46181500	NA	NA
Deleted	18769274	298529	SWEATSHIRT,ZPR,HD,PCKT,YGR,3CLRLOGO,3X	46181500	NA	NA
Deleted	18769275	298530	SWEATSHIRT,ZPR,HD,PCKT,YGR,3CLRLOGO,4X	46181500	NA	NA
Deleted	18769276	298531	SWEATSHIRT,ZPR,HD,PCKT,YGR,3CLRLOGO,5X	46181500	NA	NA
Deleted	18769277	298532	SWEATSHIRT,ZPR,HD,PCKT,YGR,3CLRLOGO,6X	46181500	NA	NA
Deleted	18769290	322791	SWEATSHIRT,ZPR,HD,CLSIII,1C LOGO,YGR,M	46181500	NA	NA
Deleted	18769291	322792	SWEATSHIRT,ZPR,HD,CLSIII,1C LOGO,YGR,L	46181500	NA	NA
Deleted	18769292	322793	SWEATSHIRT,ZPR,HD,CLSIII,1C LOGO,YGR,XL	46181500	NA	NA
Deleted	18769293	322794	SWEATSHIRT,ZPR,HD,CLSIII,1C LOGO,YGR,2XL	46181500	NA	NA
Deleted	18769294	322795	SWEATSHIRT,ZPR,HD,CLSIII,1C LOGO,YGR,3XL	46181500	NA	NA
Deleted	18769295	322796	SWEATSHIRT,ZPR,HD,CLSIII,1C LOGO,YGR,4XL	46181500	NA	NA
Deleted	18769296	322797	SWEATSHIRT,ZPR,HD,CLSIII,1C LOGO,YGR,5XL	46181500	NA	NA
Deleted	18769297	322798	SWEATSHIRT,ZPR,HD,CLSIII,1C LOGO,YGR,6XL	46181500	NA	NA
Deleted	18769418	344199	SWEATSHIRT,COTTON/POLY,BLK,S	53101600	NA	NA

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Deleted	18769419	344235	SWEATSHIRT,COTTON/POLY,RED,S	53101600	NA	NA
Deleted	18769420	344217	SWEATSHIRT,COTTON/POLY,GRY,S	53101600	NA	NA
Deleted	18769421	344226	SWEATSHIRT,COTTON/POLY,NVY BLU,S	53101600	NA	NA
Deleted	18769422	344208	SWEATSHIRT,COTTON/POLY,DK GRN,S	53101600	NA	NA
Deleted	18769424	344200	SWEATSHIRT,COTTON/POLY,BLK,M	53101600	NA	NA
Deleted	18769425	344236	SWEATSHIRT,COTTON/POLY,RED,M	53101600	NA	NA
Deleted	18769426	344218	SWEATSHIRT,COTTON/POLY,GRY,M	53101600	NA	NA
Deleted	18769427	344227	SWEATSHIRT,COTTON/POLY,NVY BLU,M	53101600	NA	NA
Deleted	18769428	344209	SWEATSHIRT,COTTON/POLY,DK GRN,M	53101600	NA	NA
Deleted	18769430	344201	SWEATSHIRT,COTTON/POLY,BLK,L	53101600	NA	NA
Deleted	18769431	344237	SWEATSHIRT,COTTON/POLY,RED,L	53101600	NA	NA
Deleted	18769432	344219	SWEATSHIRT,COTTON/POLY,GRY,L	53101600	NA	NA
Deleted	18769433	344228	SWEATSHIRT,COTTON/POLY,NVY BLU,L	53101600	NA	NA
Deleted	18769434	344210	SWEATSHIRT,COTTON/POLY,DK GRN,L	53101600	NA	NA
Deleted	18769436	344202	SWEATSHIRT,COTTON/POLY,BLK,XL	53101600	NA	NA
Deleted	18769437	344238	SWEATSHIRT,COTTON/POLY,RED,XL	53101600	NA	NA
Deleted	18769438	344220	SWEATSHIRT,COTTON/POLY,GRY,XL	53101600	NA	NA

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Deleted	18769439	344229	SWEATSHIRT,COTTON/POLY,NVY BLU,XL	53101600	NA	NA
Deleted	18769440	344211	SWEATSHIRT,COTTON/POLY,DK GRN,XL	53101600	NA	NA
Deleted	18769442	344203	SWEATSHIRT,COTTON/POLY,BLK,2X	53101600	NA	NA
Deleted	18769443	344239	SWEATSHIRT,COTTON/POLY,RED,2X	53101600	NA	NA
Deleted	18769444	344221	SWEATSHIRT,COTTON/POLY,GRY,2X	53101600	NA	NA
Deleted	18769445	344230	SWEATSHIRT,COTTON/POLY,NVY BLU,2X	53101600	NA	NA
Deleted	18769446	344212	SWEATSHIRT,COTTON/POLY,DK GRN,2X	53101600	NA	NA
Deleted	18769448	344204	SWEATSHIRT,COTTON/POLY,BLK,3X	53101600	NA	NA
Deleted	18769449	344240	SWEATSHIRT,COTTON/POLY,RED,3X	53101600	NA	NA
Deleted	18769450	344222	SWEATSHIRT,COTTON/POLY,GRY,3X	53101600	NA	NA
Deleted	18769451	344231	SWEATSHIRT,COTTON/POLY,NVY BLU,3X	53101600	NA	NA
Deleted	18769452	344213	SWEATSHIRT,COTTON/POLY,DK GRN,3X	53101600	NA	NA
Deleted	18769454	344205	SWEATSHIRT,COTTON/POLY,BLK,4X	53101600	NA	NA
Deleted	18769455	344241	SWEATSHIRT,COTTON/POLY,RED,4X	53101600	NA	NA
Deleted	18769456	344223	SWEATSHIRT,COTTON/POLY,GRY,4X	53101600	NA	NA
Deleted	18769457	344232	SWEATSHIRT,COTTON/POLY,NVY BLU,4X	53101600	NA	NA
Deleted	18769458	344214	SWEATSHIRT,COTTON/POLY,DK GRN,4X	53101600	NA	NA



Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Deleted	18769460	344206	SWEATSHIRT,COTTON/POLY,BLK,5X	53101600	NA	NA
Deleted	18769461	344242	SWEATSHIRT,COTTON/POLY,RED,5X	53101600	NA	NA
Deleted	18769462	344224	SWEATSHIRT,COTTON/POLY,GRY,5X	53101600	NA	NA
Deleted	18769463	344233	SWEATSHIRT,COTTON/POLY,NVY BLU,5X	53101600	NA	NA
Deleted	18769464	344215	SWEATSHIRT,COTTON/POLY,DK GRN,5X	53101600	NA	NA
Deleted	18769466	344207	SWEATSHIRT,COTTON/POLY,BLK,6X	53101600	NA	NA
Deleted	18769467	344243	SWEATSHIRT,COTTON/POLY,RED,6X	53101600	NA	NA
Deleted	18769468	344225	SWEATSHIRT,COTTON/POLY,GRY,6X	53101600	NA	NA
Deleted	18769469	344234	SWEATSHIRT,COTTON/POLY,NVY BLU,6X	53101600	NA	NA
Deleted	18769470	344216	SWEATSHIRT,COTTON/POLY,DK GRN,6X	53101600	NA	NA
Deleted	18769641	343916	GOWN,PATIENT,3 TIE BCK,RND NECK,WHT,S	42131500	NA	NA
Deleted	18769642	343946	GOWN,PATIENT,VELCRO BCK,RND NECK,WHT,S	42131500	NA	NA
Deleted	18769644	343917	GOWN,PATIENT,3 TIE BCK,RND NECK,WHT,M	42131500	NA	NA
Deleted	18769645	343957	GOWN,PATIENT,VELCRO BCK,RND NECK,WHT,M	42131500	NA	NA
Deleted	18769647	343918	GOWN,PATIENT,3 TIE BCK,RND NECK,WHT,L	42131500	NA	NA
Deleted	18769648	343956	GOWN,PATIENT,VELCRO BCK,RND NECK,WHT,L	42131500	NA	NA
Deleted	18769650	343919	GOWN,PATIENT,3 TIE BCK,RND NECK,WHT,XL	42131500	NA	NA

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Deleted	18769651	343955	GOWN,PATIENT,VELCRO BCK,RND NECK,WHT,XL	42131500	NA	NA
Deleted	18769653	343920	GOWN,PATIENT,3 TIE BCK,RND NECK,WHT,2X	42131500	NA	NA
Deleted	18769654	343954	GOWN,PATIENT,VELCRO BCK,RND NECK,WHT,2X	42131500	NA	NA
Deleted	18769656	343921	GOWN,PATIENT,3 TIE BCK,RND NECK,WHT,3X	42131500	NA	NA
Deleted	18769657	343953	GOWN,PATIENT,VELCRO BCK,RND NECK,WHT,3X	42131500	NA	NA
Deleted	18769767	343890	GOWN,PATIENT,2 TIE BCK,TPD NCKLN,WHT,S	42131500	NA	NA
Deleted	18769773	343970	GOWN,PATIENT,VELCRO BCK,TPD NCKLN,WHT,S	42131500	NA	NA
Deleted	18769785	343891	GOWN,PATIENT,2 TIE BCK,TPD NCKLN,WHT,M	42131500	NA	NA
Deleted	18769791	343971	GOWN,PATIENT,VELCRO BCK,TPD NCKLN,WHT,M	42131500	NA	NA
Deleted	18769803	343892	GOWN,PATIENT,2 TIE BCK,TPD NCKLN,WHT,L	42131500	NA	NA
Deleted	18769809	343972	GOWN,PATIENT,VELCRO BCK,TPD NCKLN,WHT,L	42131500	NA	NA
Deleted	18769821	343893	GOWN,PATIENT,2 TIE BCK,TPD NCKLN,WHT,XL	42131500	NA	NA
Deleted	18769827	343973	GOWN,PATIENT,VELCRO BCK,TPD NCKLN,WHT,XL	42131500	NA	NA
Deleted	18769843	298075	VEST,SFTY,ZPR,7.5OZ,ORN,SEWED PATCH,S	46181507	NA	NA
Deleted	18769844	298076	VEST,SFTY,ZPR,7.5OZ,ORN,SEWED PATCH,M	46181507	NA	NA
Deleted	18769845	298077	VEST,SFTY,ZPR,7.5OZ,ORN,SEWED PATCH,L	46181507	NA	NA
Deleted	18769846	298078	VEST,SFTY,ZPR,7.5OZ,ORN,SEWED PATCH,XL	46181507	NA	NA

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Deleted	18769847	298079	VEST,SFTY,ZPR,7.5OZ,ORN,SEWED PATCH,2X	46181507	NA	NA
Deleted	18769848	298080	VEST,SFTY,ZPR,7.5OZ,ORN,SEWED PATCH,3X	46181507	NA	NA
Deleted	18769849	298081	VEST,SFTY,ZPR,7.5OZ,ORN,SEWED PATCH,4X	46181507	NA	NA
Deleted	18769876	343843	GOWN,NIGHT-PATIENT,RND NECK,WHT,S	42131500	NA	NA
Deleted	18769882	343868	GOWN,NIGHT-PATIENT,V-NECK,WHT,S	42131500	NA	NA
Deleted	18769894	343844	GOWN,NIGHT-PATIENT,RND NECK,WHT,M	42131500	NA	NA
Deleted	18769900	343869	GOWN,NIGHT-PATIENT,V-NECK,WHT,M	42131500	NA	NA
Deleted	18769912	343845	GOWN,NIGHT-PATIENT,RND NECK,WHT,L	42131500	NA	NA
Deleted	18769918	343870	GOWN,NIGHT-PATIENT,V-NECK,WHT,L	42131500	NA	NA
Deleted	18769930	343846	GOWN,NIGHT-PATIENT,RND NECK,WHT,XL	42131500	NA	NA
Deleted	18769936	343871	GOWN,NIGHT-PATIENT,V-NECK,WHT,XL	42131500	NA	NA
Deleted	18769948	343847	GOWN,NIGHT-PATIENT,RND NECK,WHT,2X	42131500	NA	NA
Deleted	18769954	343872	GOWN,NIGHT-PATIENT,V-NECK,WHT,2X	42131500	NA	NA
Deleted	18770036	343746	CURTAIN,SHOWER,SURE-CHEK,24X70,MAUVE	30181600	NA	NA
Deleted	18770037	343754	CURTAIN,SHOWER,SURE-CHEK,36X70,MAUVE	30181600	NA	NA
Deleted	18770039	343786	CURTAIN,SHOWER,SURE-CHEK,60X70,MAUVE	30181600	NA	NA
Deleted	18770040	343794	CURTAIN,SHOWER,SURE-CHEK,72X70,MAUVE	30181600	NA	NA

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Deleted	18770041	343802	CURTAIN,SHOWER,SURE-CHEK,84X70,MAUVE	30181600	NA	NA
Deleted	18770042	343810	CURTAIN,SHOWER,SURE-CHEK,96X70,MAUVE	30181600	NA	NA
Deleted	18770043	343730	CURTAIN,SHOWER,SURE-CHEK,108X70,MAUVE	30181600	NA	NA
Deleted	18770044	343738	CURTAIN,SHOWER,SURE-CHEK,120X70,MAUVE	30181600	NA	NA
Deleted	18770046	343748	CURTAIN,SHOWER,SURE-CHEK,24X70,SEAFOAM	30181600	NA	NA
Deleted	18770047	343756	CURTAIN,SHOWER,SURE-CHEK,36X70,SEAFOAM	30181600	NA	NA
Deleted	18770049	343788	CURTAIN,SHOWER,SURE-CHEK,60X70,SEAFOAM	30181600	NA	NA
Deleted	18770050	343796	CURTAIN,SHOWER,SURE-CHEK,72X70,SEAFOAM	30181600	NA	NA
Deleted	18770051	343804	CURTAIN,SHOWER,SURE-CHEK,84X70,SEAFOAM	30181600	NA	NA
Deleted	18770052	343812	CURTAIN,SHOWER,SURE-CHEK,96X70,SEAFOAM	30181600	NA	NA
Deleted	18770053	343732	CURTAIN,SHOWER,SURE-CHEK,108X70,SEAFOAM	30181600	NA	NA
Deleted	18770054	343740	CURTAIN,SHOWER,SURE-CHEK,120X70,SEAFOAM	30181600	NA	NA
Deleted	18770076	343747	CURTAIN,SHOWER,SURE-CHEK,24X70,MINT GRN	30181600	NA	NA
Deleted	18770077	343755	CURTAIN,SHOWER,SURE-CHEK,36X70,MINT GRN	30181600	NA	NA
Deleted	18770079	343787	CURTAIN,SHOWER,SURE-CHEK,60X70,MINT GRN	30181600	NA	NA
Deleted	18770080	343795	CURTAIN,SHOWER,SURE-CHEK,72X70,MINT GRN	30181600	NA	NA
Deleted	18770081	343803	CURTAIN,SHOWER,SURE-CHEK,84X70,MINT GRN	30181600	NA	NA

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Deleted	18770082	343811	CURTAIN,SHOWER,SURE-CHEK,96X70,MINT GRN	30181600	NA	NA
Deleted	18770083	343731	CURTAIN,SHOWER,SURE-CHEK,108X70,MINT GRN	30181600	NA	NA
Deleted	18770084	343739	CURTAIN,SHOWER,SURE-CHEK,120X70,MINT GRN	30181600	NA	NA
Deleted	18770086	343749	CURTAIN,SHOWER,SURE-CHEK,24X70,TRNSLCNT	30181600	NA	NA
Deleted	18770087	343757	CURTAIN,SHOWER,SURE-CHEK,36X70,TRNSLCNT	30181600	NA	NA
Deleted	18770089	343789	CURTAIN,SHOWER,SURE-CHEK,60X70,TRNSLCNT	30181600	NA	NA
Deleted	18770090	343797	CURTAIN,SHOWER,SURE-CHEK,72X70,TRNSLCNT	30181600	NA	NA
Deleted	18770091	343805	CURTAIN,SHOWER,SURE-CHEK,84X70,TRNSLCNT	30181600	NA	NA
Deleted	18770092	343813	CURTAIN,SHOWER,SURE-CHEK,96X70,TRNSLCNT	30181600	NA	NA
Deleted	18770093	343733	CURTAIN,SHOWER,SURE-CHEK,108X70,TRNSLCNT	30181600	NA	NA
Deleted	18770094	343741	CURTAIN,SHOWER,SURE-CHEK,120X70,TRNSLCNT	30181600	NA	NA
Deleted	18770105	343762	CURTAIN,SHOWER,SURE-CHEK,36X72,MAUVE	30181600	NA	NA
Deleted	18770106	343778	CURTAIN,SHOWER,SURE-CHEK,48X72,MAUVE	30181600	NA	NA
Deleted	18770108	343764	CURTAIN,SHOWER,SURE-CHEK,36X72,SEAFOAM	30181600	NA	NA
Deleted	18770109	343780	CURTAIN,SHOWER,SURE-CHEK,48X72,SEAFOAM	30181600	NA	NA
Deleted	18770117	343763	CURTAIN,SHOWER,SURE-CHEK,36X72,MINT GRN	30181600	NA	NA
Deleted	18770118	343779	CURTAIN,SHOWER,SURE-CHEK,48X72,MINT GRN	30181600	NA	NA

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Deleted	18770120	343765	CURTAIN,SHOWER,SURE-CHEK,36X72,TRNSLCNT	30181600	NA	NA
Deleted	18770121	343781	CURTAIN,SHOWER,SURE-CHEK,48X72,TRNSLCNT	30181600	NA	NA
Deleted	18770123	297299	FOOD KIT,BLU,2SGR,SLT,PEP,NPK	51191900	NA	NA
Deleted	18770124	297301	FOOD KIT,YEL,SGR SUB,SLT,PEP,NPK	51191900	NA	NA
Deleted	18770125	297302	FOOD KIT,YEL,EQUAL,SLT,PEP,NPK	51191900	NA	NA
Deleted	18770126	297303	FOOD KIT,GRY,SGR,SLT SUB,PEP,NPK	51191900	NA	NA
Deleted	18770127	297304	FOOD KIT,GRY,SGR,HERB,PEP,NPK	51191900	NA	NA
Deleted	18770128	297305	FOOD KIT,ORN,SGR/SLT SUB,PEP,NPK	51191900	NA	NA
Deleted	18770129	297306	FOOD KIT,ORN,EQUAL,HERB,PEP,NPK	51191900	NA	NA
Deleted	18770131	297308	FOOD KIT,BLU,2SGR,SLT,PEP,NPK,STRAW	51191900	NA	NA
Deleted	18770132	297309	FOOD KIT,BLAND,PNK,SGR,SLT,NPK,STRAW	51191900	NA	NA
Deleted	18770133	297310	FOOD KIT,YEL,SGR SUB,SLT,PEP,NPK,STRAW	51191900	NA	NA
Deleted	18770134	297311	FOOD KIT,YEL,EQUAL,SLT,PEP,NPK,STRAW	51191900	NA	NA
Deleted	18770135	297312	FOOD KIT,GRY,SGR,SLT SUB,PEP,NPK,STRAW	51191900	NA	NA
Deleted	18770136	297313	FOOD KIT,GRY,SGR,HERB,PEP,NPK,STRAW	51191900	NA	NA
Deleted	18770137	304729	FOOD KIT,GRY,2SGR,HERB,PEP,NPK,STRAW	51191900	NA	NA
Deleted	18770138	297314	FOOD KIT,ORN,SGR/SLT SUB,PEP,NPK,STRAW	51191900	NA	NA

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Deleted	18770139	297315	FOOD KIT,ORN,EQUAL,HERB,PEP,NPK,STRAW	51191900	NA	NA
Deleted	18770140	304730	FOOD KIT,ORN,2SGR TWN,HERB,PEP,NPK,STRAW	51191900	NA	NA
Deleted	18770143	297318	FOOD KIT,BLAND,PNK,SGR,SLT,NPK,FLTWR	51191900	NA	NA
Deleted	18770145	297320	FOOD KIT,YEL,EQUAL,SLT,PEP,NPK,FLTWR	51191900	NA	NA
Deleted	18770146	297321	FOOD KIT,GRY,SGR/SLT SUB,PEP,NPK,FLTWR	51191900	NA	NA
Deleted	18770147	297322	FOOD KIT,GRY,SGR,HERB,PEP,NPK,FLTWR	51191900	NA	NA
Deleted	18770148	297323	FOOD KIT,ORN,SGR/SLT SUB,PEP,NPK,FLTWR	51191900	NA	NA
Deleted	18770149	297324	FOOD KIT,ORN,EQUAL,HERB,PEP,NPK,FLTWR	51191900	NA	NA
Deleted	18770150	297325	FOOD KIT,FLTWR,CHOOSE 2PCS	51191900	NA	NA
Deleted	18770151	297326	FOOD KIT,FLTWR,CHOOSE 2PCS,NPK	51191900	NA	NA
Deleted	18770152	297327	FOOD KIT,FLTWR,CHOOSE 3PCS	51191900	NA	NA
Deleted	18770155	297330	FOOD KIT,FLTWR,CHOOSE 4PCS,NPK	51191900	NA	NA
Deleted	18770156	297331	FOOD KIT,LQD,BLK,NPK,SGR	51191900	NA	NA
Deleted	18770157	297332	FOOD KIT,LQD,BLK,NPK,SGR,STRAW	51191900	NA	NA
Deleted	18770159	297334	FOOD KIT,LQD,BLK,NPK,SGR,STRAW,TSP	51191900	NA	NA
Deleted	18780627	297016	BAG,LAUNDRY,SELF LCK,12COVER,WHT,24X30	24111506	NA	NA
Deleted	18780628	297013	BAG,LAUNDRY,SELF LCK,12COVER,BLU,24X30	24111506	NA	NA

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Deleted	18780629	297015	BAG,LAUNDRY,SELF LCK,12COVER,ORN,24X30	24111506	NA	NA
Deleted	18780630	297017	BAG,LAUNDRY,SELF LCK,12COVER,YEL,24X30	24111506	NA	NA
Deleted	18780631	297014	BAG,LAUNDRY,SELF LCK,12COVER,GRN,24X30	24111506	NA	NA
Deleted	18780757	344029	MOP,WET,LOOPED END,TAILBAND,32OZ,RED	47131600	NA	NA
Deleted	18780784	301683	MOP,WET,SECURITY,1/2 STYLE,BLU,12OZ	47131618	NA	NA
Deleted	18780785	301684	MOP,WET,SECURITY,1/2 STYLE,GRN,12OZ	47131618	NA	NA
Deleted	18780786	301685	MOP,WET,SECURITY,1/2 STYLE,ORN,12OZ	47131618	NA	NA
Deleted	18780787	301686	MOP,WET,SECURITY,1/2 STYLE,RED,12OZ	47131618	NA	NA
Deleted	18780790	345898	MOP,WET,SECURITY,1/2 STYLE,BLU,16OZ	47131618	NA	NA
Deleted	18780791	301689	MOP,WET,SECURITY,1/2 STYLE,GRN,16OZ	47131618	NA	NA
Deleted	18780792	301690	MOP,WET,SECURITY,1/2 STYLE,ORN,16OZ	47131618	NA	NA
Deleted	18780793	301691	MOP,WET,SECURITY,1/2 STYLE,RED,16OZ	47131618	NA	NA
Deleted	18780796	298173	SWEATPANTS,YGR,S	46181500	NA	NA
Deleted	18780797	298174	SWEATPANTS,YGR,M	46181500	NA	NA
Deleted	18780798	298175	SWEATPANTS,YGR,L	46181500	NA	NA
Deleted	18780799	298176	SWEATPANTS,YGR,XL	46181500	NA	NA
Deleted	18780800	298177	SWEATPANTS,YGR,2X	46181500	NA	NA



Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Deleted	18780801	298178	SWEATPANTS,YGR,3X	46181500	NA	NA
Deleted	18780802	298179	SWEATPANTS,YGR,1CLRLOGO,S	46181500	NA	NA
Deleted	18780803	298180	SWEATPANTS,YGR,1CLRLOGO,M	46181500	NA	NA
Deleted	18780804	298181	SWEATPANTS,YGR,1CLRLOGO,L	46181500	NA	NA
Deleted	18780805	298182	SWEATPANTS,YGR,1CLRLOGO,XL	46181500	NA	NA
Deleted	18780806	298183	SWEATPANTS,YGR,1CLRLOGO,2X	46181500	NA	NA
Deleted	18780807	298184	SWEATPANTS,YGR,1CLRLOGO,3X	46181500	NA	NA
Deleted	18780808	298185	SWEATPANTS,YGR,3CLRLOGO,S	46181500	NA	NA
Deleted	18780809	298186	SWEATPANTS,YGR,3CLRLOGO,M	46181500	NA	NA
Deleted	18780810	298187	SWEATPANTS,YGR,3CLRLOGO,L	46181500	NA	NA
Deleted	18780811	298188	SWEATPANTS,YGR,3CLRLOGO,XL	46181500	NA	NA
Deleted	18780812	298189	SWEATPANTS,YGR,3CLRLOGO,2X	46181500	NA	NA
Deleted	18780813	298190	SWEATPANTS,YGR,3CLRLOGO,3X	46181500	NA	NA
Deleted	18787435	297444	PAJAMAS,PLVR TOP,BOTTOM,MENS,S	42131508	NA	NA
Deleted	18787436	297445	PAJAMAS,PLVR TOP,BOTTOM,MENS,M	42131508	NA	NA
Deleted	18787437	297446	PAJAMAS,PLVR TOP,BOTTOM,MENS,L	42131508	NA	NA
Deleted	18787438	297447	PAJAMAS,PLVR TOP,BOTTOM,MENS,XL	42131508	NA	NA

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Deleted	18787442	297448	PAJAMAS,PLVR TOP,BOTTOM,MENS,2X	42131508	NA	NA
Deleted	18787448	297430	PAJAMAS,BUTTONFRONT TOP,BOTTOM,MENS,S	42131508	NA	NA
Deleted	18787449	297431	PAJAMAS,BUTTONFRONT TOP,BOTTOM,MENS,M	42131508	NA	NA
Deleted	18787450	297432	PAJAMAS,BUTTONFRONT TOP,BOTTOM,MENS,L	42131508	NA	NA
Deleted	18787451	297433	PAJAMAS,BUTTONFRONT TOP,BOTTOM,MENS,XL	42131508	NA	NA
Deleted	18787452	297434	PAJAMAS,BUTTONFRONT TOP,BOTTOM,MENS,2X	42131508	NA	NA
Deleted	18787459	297440	PAJAMAS,PANTS,MENS,S	42131508	NA	NA
Deleted	18787460	297441	PAJAMAS,PANTS,MENS,M	42131508	NA	NA
Deleted	18787461	297442	PAJAMAS,PANTS,MENS,L	42131508	NA	NA
Deleted	18787462	297443	PAJAMAS,PANTS,MENS,XL	42131508	NA	NA
Deleted	18787471	297607	ROBE,LOUNGE,MENS/WOMENS,S	53102606	NA	NA
Deleted	18787472	297608	ROBE,LOUNGE,MENS/WOMENS,M	53102606	NA	NA
Deleted	18787473	297609	ROBE,LOUNGE,MENS/WOMENS,L	53102606	NA	NA
Deleted	18787474	297610	ROBE,LOUNGE,MENS/WOMENS,XL	53102606	NA	NA
Deleted	18787481	297449	PAJAMAS,PLVR TOP,BOTTOM,WOMENS,S	42131508	NA	NA
Deleted	18787482	297450	PAJAMAS,PLVR TOP,BOTTOM,WOMENS,M	42131508	NA	NA
Deleted	18787483	297451	PAJAMAS,PLVR TOP,BOTTOM,WOMENS,L	42131508	NA	NA

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Deleted	18787484	297452	PAJAMAS,PLVR TOP,BOTTOM,WOMENS,XL	42131508	NA	NA
Deleted	18787485	297453	PAJAMAS,PLVR TOP,BOTTOM,WOMENS,2X	42131508	NA	NA
Deleted	18787493	297435	PAJAMAS,BUTTONFRONT TOP,BOTTOM,WOMENS,S	42131508	NA	NA
Deleted	18787494	297436	PAJAMAS,BUTTONFRONT TOP,BOTTOM,WOMENS,M	42131508	NA	NA
Deleted	18787495	297437	PAJAMAS,BUTTONFRONT TOP,BOTTOM,WOMENS,L	42131508	NA	NA
Deleted	18787496	297438	PAJAMAS,BUTTONFRONT TOP,BOTTOM,WOMENS,XL	42131508	NA	NA
Deleted	18787497	297439	PAJAMAS,BUTTONFRONT TOP,BOTTOM,WOMENS,2X	42131508	NA	NA
Deleted	18787774	297215	COVER, TOP, LAUNDRY CART, NYLON, 6 BUSHEL	24111506	NA	NA
Deleted	18787775	297216	COVER, TOP, LAUNDRY CART, NYLON, 8 BUSHEL	24111506	NA	NA
Deleted	18787776	297212	COVER, TOP, LAUNDRY CART, NYLON, 10 BUSHEL	24111506	NA	NA
Deleted	18787777	297213	COVER, TOP, LAUNDRY CART, NYLON, 12 BUSHEL	24111506	NA	NA
Deleted	18787778	297214	COVER, TOP, LAUNDRY CART, NYLON, 14 BUSHEL	24111506	NA	NA
Deleted	18789362	343770	CURTAIN, SHOWER, SURE-CHEK, 48X70, MAUVE	30181600	NA	NA
Deleted	18789363	343772	CURTAIN, SHOWER, SURE-CHEK, 48X70, SEAFOAM	30181600	NA	NA
Deleted	18789366	343771	CURTAIN, SHOWER, SURE-CHEK, 48X70, MINT GRN	30181600	NA	NA
Deleted	18789367	343773	CURTAIN, SHOWER, SURE-CHEK, 48X70, TRNSLCNT	30181600	NA	NA
Deleted	18789706	297018	BAG, LAUNDRY, SELF LCK, 18COVER, BLU, 40X40	24111506	NA	NA

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Deleted	18789707	297020	BAG,LAUNDRY,SELF LCK,18COVER, YEL,40X40	24111506	NA	NA
Deleted	18789708	297019	BAG,LAUNDRY,SELF LCK,18COVER, GRN,40X40	24111506	NA	NA
Deleted	18790362	297206	COVER,LINEN CART,NYLON,15 BUSHEL	24111506	NA	NA
Deleted	18790363	297207	COVER,LINEN CART,NYLON,20 BUSHEL	24111506	NA	NA
Deleted	18790364	297208	COVER,LINEN CART,NYLON,25 BUSHEL	24111506	NA	NA
Deleted	18790365	297209	COVER,LINEN CART,NYLON,30 BUSHEL	24111506	NA	NA
Deleted	18790366	297210	COVER,LINEN CART,NYLON,35 BUSHEL	24111506	NA	NA
Deleted	18790468	343996	LINER,LAUNDRY CART,ELASTIC CLSR,6	24111500	NA	NA
Deleted	18790469	344001	LINER,LAUNDRY CART,SELF LCK NYL CLSR,6	24111500	NA	NA
Deleted	18790471	343997	LINER,LAUNDRY CART,ELASTIC CLSR,8	24111500	NA	NA
Deleted	18790472	344002	LINER,LAUNDRY CART,SELF LCK NYL CLSR,8	24111500	NA	NA
Deleted	18790474	343998	LINER,LAUNDRY CART,ELASTIC CLSR,10	24111500	NA	NA
Deleted	18790475	344003	LINER,LAUNDRY CART,SELF LCK NYL CLSR,10	24111500	NA	NA
Deleted	18790477	343999	LINER,LAUNDRY CART,ELASTIC CLSR,12	24111500	NA	NA
Deleted	18790478	344004	LINER,LAUNDRY CART,SELF LCK NYL CLSR,12	24111500	NA	NA
Deleted	18790480	344000	LINER,LAUNDRY CART,ELASTIC CLSR,14	24111500	NA	NA
Deleted	18790481	344005	LINER,LAUNDRY CART,SELF LCK NYL CLSR,14	24111500	NA	NA

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Deleted	18848561	344828	BAG,CARRYALL,BAG ONLY,14X16,WHT	53121602	NA	NA
Deleted	18848592	344899	VEST,SFTY,MSH,3.4OZ,YGR,2LN LTR,REG	46181507	NA	NA
Deleted	18848595	344901	VEST,SFTY,MSH,3.4OZ,YGR,2LN LTR,L	46181507	NA	NA
Deleted	18848598	344903	VEST,SFTY,MSH,3.4OZ,YGR,2LN LTR,XL	46181507	NA	NA
Deleted	18848601	344905	VEST,SFTY,MSH,3.4OZ,YGR,2LN LTR,2XL	46181507	NA	NA
Deleted	18848603	344906	VEST,SFTY,MSH,PCKT,3.4OZ,YGR,1LN LTR,REG	46181507	NA	NA
Deleted	18848604	344907	VEST,SFTY,MSH,PCKT,3.4OZ,YGR,2LN LTR,REG	46181507	NA	NA
Deleted	18848606	344908	VEST,SFTY,MSH,PCKT,3.4OZ,YGR,1LN LTR,L	46181507	NA	NA
Deleted	18848607	344909	VEST,SFTY,MSH,PCKT,3.4OZ,YGR,2LN LTR,L	46181507	NA	NA
Deleted	18848609	344910	VEST,SFTY,MSH,PCKT,3.4OZ,YGR,1LN LTR,XL	46181507	NA	NA
Deleted	18848610	344911	VEST,SFTY,MSH,PCKT,3.4OZ,YGR,2LN LTR,XL	46181507	NA	NA
Deleted	18848612	344912	VEST,SFTY,MSH,PCKT,3.4OZ,YGR,1LN LTR,2XL	46181507	NA	NA
Deleted	18848613	344913	VEST,SFTY,MSH,PCKT,3.4OZ,YGR,2LN LTR,2XL	46181507	NA	NA

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

CN Number: N/A  
 SRM Parent Number: N/A  
 SAP/SRM Contract Number: 4400004306  
 Change Number: 2022-10  
 Change Effective Date: 11/22/2022

**COMMONWEALTH OF PENNSYLVANIA  
 DEPARTMENT OF GENERAL SERVICES  
 HARRISBURG**

**For:** All using Agencies of the Commonwealth  
**Subject:** Supplies Manufactured and Services Performed by Persons with Disabilities;  
 UniqueSource Products & Services  
**Contract Period:** Beginning May 4, 2009 and Ending December 31, 9999  
**Program Manager:** Betty Goodling-Weimer, Tel. 717-787-7324, Fax 717-783-6241

**CHANGE SUMMARY:**

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
*Add	24882802	362318	CARTRIDGE,TONER,REMAN,LEX,56F1H00,BLK	44103100	NA	NA
*Add	24882847	362319	CARTRIDGE,TONER,REMAN,LEX,56F1U00,BLK	44103100	NA	NA
*Add	24882851	362320	CARTRIDGE,TONER,REMAN,LEX,50F1U00,BLK	44103100	NA	NA
*Add	24882852	362321	CARTRIDGE,TONER,REMAN,LEX,50F1X00,BLK	44103100	NA	NA
*Add	24882853	362322	CARTRIDGE,TONER,REMAN,LEX,56F1X00,BLK	44103100	NA	NA
*Add	24882854	362323	CARTRIDGE,TONER,REMAN,LEX,60F1H00,BLK	44103100	NA	NA

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
*Add	24882857	362324	CARTRIDGE,TONER,REMAN,XER,106R03480,BLK	44103100	NA	NA
*Add	24882858	362325	CARTRIDGE,TONER,REMAN,XER,106R03690,CYAN	44103100	NA	NA
*Add	24882859	362326	CARTRIDGE,TONER,REMAN,XER,106R03691,MAG	44103100	NA	NA
*Add	24882863	362327	CARTRIDGE,TONER,REMAN,XER,106R03692,YEL	44103100	NA	NA
*Add	24882865	362328	CARTRIDGE,TONER,REMAN,HP,CF258A,BLK	44103100	NA	NA
*Add	24882866	362329	CARTRIDGE,TONER,REMAN,HP,CF258X,BLK	44103100	NA	NA

**\*UniqueSource items will be available for purchase against the DGS Statewide Requirements Contract for Office Supplies (currently W.B. Mason) on January 3, 2023, or when stock is available at the W.B. Mason warehouses.**

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

CN Number: N/A  
 SRM Parent Number: N/A  
 SAP/SRM Contract Number: 4400004306  
 Change Number: 2022-9  
 Change Effective Date: 10/11/2022

**COMMONWEALTH OF PENNSYLVANIA  
 DEPARTMENT OF GENERAL SERVICES  
 HARRISBURG**

**For:** All using Agencies of the Commonwealth  
**Subject:** Supplies Manufactured and Services Performed by Persons with Disabilities;  
 UniqueSource Products & Services  
**Contract Period:** Beginning May 4, 2009 and Ending December 31, 9999  
**Program Manager:** Betty Goodling-Weimer, Tel. 717-787-7324, Fax 717-783-6241

**CHANGE SUMMARY:**

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Delete	20650975	347218	PAD,MATTRESS,QUILTED,CRYPTON,WHT,39X74	52121506	NA	NA
Delete	20650976	347219	PAD,MATTRESS,QUILTED,CRYPTON,WHT,54X74	52121506	NA	NA
Delete	20650977	347220	PAD,MATTRESS,QUILTED,CRYPTON,WHT,60X80	52121506	NA	NA
Delete	20650978	347221	PAD,MATTRESS,QUILTED,CRYPTON,WHT,76X80	52121506	NA	NA
Delete	18790889	341589	BEDSHEET,FITTED,PERC,CRYPTON,WHT,36X78X 6	42132100	NA	NA
Delete	18790890	341590	BEDSHEET,FITTED,PERC,CRYPTON,WHT,39X80X 9	42132100	NA	NA
Delete	18790892	341591	BEDSHEET,FLAT,PERCALE,CRYPTON,WHT,54X90	42132100	NA	NA



Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Delete	18790893	341592	BEDSHEET,FLAT,PERCALE,CRYPTON,WHT,66X108	42132100	NA	NA
Delete	18790894	341593	BEDSHEET,FLAT,PERCALE,CRYPTON,WHT,81X108	42132100	NA	NA
Delete	18768987	297028	BAND,ARM,YEL,16X1-1/2	53102508	NA	NA

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

CN Number: N/A  
 SRM Parent Number: N/A  
 SAP/SRM Contract Number: 4400004306  
 Change Number: 2022-8  
 Change Effective Date: 8/10/2022

**COMMONWEALTH OF PENNSYLVANIA  
 DEPARTMENT OF GENERAL SERVICES  
 HARRISBURG**

**For:** All using Agencies of the Commonwealth  
**Subject:** Supplies Manufactured and Services Performed by Persons with Disabilities;  
 UniqueSource Products & Services  
**Contract Period:** Beginning May 4, 2009 and Ending December 31, 9999  
**Program Manager:** Betty Goodling-Weimer, Tel. 717-787-7324, Fax 717-783-6241

**CHANGE SUMMARY:**

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Delete	22707667	355098	WASHCLOTH,COT,NTRL,BLUSTCH,1LB,12X12	52121703	NA	NA
Delete	22707668	355099	WASHCLOTH,COT,NTRL,REDSTCH,1LB,12X12	52121703	NA	NA
Delete	22707669	355100	WASHCLOTH,COT,NTRL,WHTSTCH,1LB,12X12	52121703	NA	NA
Delete	23105666	356888	POST,GUIDE,KIT,48,WHT,1S-SLVR,SD0031	46161508	NA	NA
Delete	23358008	357638	POST,GUIDE,KIT,48,YEL,1S-SLVR,SD0031	46161508	NA	NA
Delete	23360767	357617	POST,GUIDE,RPLCMNT,48,WHT,1S-SLVR,SD0031	46161508	NA	NA
Delete	23360768	357668	POST,GUIDE,RPLCMNT,48,YEL,1S-SLVR,SD0031	46161508	NA	NA

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

CN Number: N/A  
 SRM Parent Number: N/A  
 SAP/SRM Contract Number: 4400004306  
 Change Number: 2022-7  
 Change Effective Date: 7/22/2022

**COMMONWEALTH OF PENNSYLVANIA  
 DEPARTMENT OF GENERAL SERVICES  
 HARRISBURG**

**For:** All using Agencies of the Commonwealth  
**Subject:** Supplies Manufactured and Services Performed by Persons with Disabilities;  
 UniqueSource Products & Services  
**Contract Period:** Beginning May 4, 2009 and Ending December 31, 9999  
**Program Manager:** Betty Goodling-Weimer, Tel. 717-787-7324, Fax 717-783-6241

**CHANGE SUMMARY:**

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Delete	23824584	358969	MASK,FACE,CLOTH,NON-SURG,N95 COVER, BLU,100/BOX	46180000	NA	NA
*Add	24710045	361568	MAT,ANTI-FATIGUE,DIAMOND,2X3,9/16IN	52101510	NA	EA
*Add	24710046	361569	MAT,ANTI-FATIGUE,DIAMOND,3X4,9/16IN	52101510	NA	EA
*Add	24710047	361570	MAT,ANTI-FATIGUE,DIAMOND,3X10,9/16IN	52101510	NA	EA
*Add	24710041	361571	MAT,ANTI-FATIGUE,RIBBED,2X3,3/8IN	52101510	NA	EA
*Add	24710042	361572	MAT,ANTI-FATIGUE,RIBBED,3X4,3/8IN	52101510	NA	EA
*Add	24710043	361573	MAT,ANTI-FATIGUE,RIBBED,3X10,3/8IN	52101510	NA	EA

**\*UniqueSource items will be available for purchase against the DGS Statewide Requirements Contract for Office Supplies (currently W.B. Mason) as soon as stock is available at the W.B. Mason warehouses.**

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

CN Number: N/A  
 SRM Parent Number: N/A  
 SAP/SRM Contract Number: 4400004306  
 Change Number: 2022-6  
 Change Effective Date: 6/17/2022

**COMMONWEALTH OF PENNSYLVANIA  
 DEPARTMENT OF GENERAL SERVICES  
 HARRISBURG**

**For:** All using Agencies of the Commonwealth  
**Subject:** Supplies Manufactured and Services Performed by Persons with Disabilities;  
 UniqueSource Products & Services  
**Contract Period:** Beginning May 4, 2009 and Ending December 31, 9999  
**Program Manager:** Betty Goodling-Weimer, Tel. 717-787-7324, Fax 717-783-6241

**CHANGE SUMMARY:**

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Add	18790346	291379	BEV, COFFEE, DECAF, 20-8.75OZ/CS	50201706	\$ 75.40	CS
Delete	23826281	358968	MASK,FACE,CLOTH,NON-SURG,BLU	46180000	NA	NA
*Add	24686690	361378	CARTRIDGE,TONER,REMAN,50F1H00-50F1H0E	44103100	NA	NA
*Add	24687012	361379	PEN,ALPHAGEL,CAP,BLK,MED PT	44121700	NA	NA
*Add	24687013	361380	PEN,ALPHAGEL,CAP,BLU,MED PT	44121700	NA	NA

**\*UniqueSource items will be available for purchase against the DGS Statewide Requirements Contract for Office Supplies (currently W.B. Mason) as soon as stock is available at the W.B. Mason warehouses.**

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

CN Number: N/A  
SRM Parent Number: N/A  
SAP/SRM Contract Number: 4400004306  
Change Number: 2022-5  
Change Effective Date: 4/15/2022

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG**

**For:** All using Agencies of the Commonwealth  
**Subject:** Supplies Manufactured and Services Performed by Persons with Disabilities;  
UniqueSource Products & Services  
**Contract Period:** Beginning May 4, 2009 and Ending December 31, 9999  
**Program Manager:** Betty Goodling-Weimer, Tel. 717-787-7324, Fax 717-783-6241

**CHANGE SUMMARY:**

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Add	18780700	288573	TISSUE,TOILET,4.0"X4.05",1PLY,80/CS	14111703	\$ 50.82	CS

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.



CN Number: N/A  
 SRM Parent Number: N/A  
 SAP/SRM Contract Number: 4400004306  
 Change Number: 2022-4  
 Change Effective Date: 4/14/2022

**COMMONWEALTH OF PENNSYLVANIA  
 DEPARTMENT OF GENERAL SERVICES  
 HARRISBURG**

**For:** All using Agencies of the Commonwealth  
**Subject:** Supplies Manufactured and Services Performed by Persons with Disabilities;  
 UniqueSource Products & Services  
**Contract Period:** Beginning May 4, 2009 and Ending December 31, 9999  
**Program Manager:** Betty Goodling-Weimer, Tel. 717-787-7324, Fax 717-783-6241

**CHANGE SUMMARY:**

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
*Delete	18793696	344056	PEN,ROLLERBALL,GEL STICK,GRIP,MED,BLK	44121700	NA	NA
*Delete	18793697	344057	PEN,ROLLERBALL,GEL STICK,GRIP,MED,BLU	44121700	NA	NA
*Delete	18793698	344059	PEN,ROLLERBALL,GEL STICK,GRIP,MED,RED	44121700	NA	NA
Delete	18780700	288573	TISSUE,TOILET,4.0"X4.05",1PLY,80/CS	14111703	NA	NA
Delete	24410989	360428	MAT,ANTI-FATIGUE,2X3,5/8IN	52101510	NA	NA
Delete	24410990	360429	MAT,ANTI-FATIGUE,3X4,5/8IN	52101510	NA	NA
Delete	24410991	360430	MAT,ANTI-FATIGUE,3X10,5/8IN	52101510	NA	NA

**\*UniqueSource items will be deleted from the DGS Statewide Requirements Contract for Office Supplies (currently W.B. Mason) after stock is depleted at the W.B. Mason warehouses.**

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

CN Number: N/A  
SRM Parent Number: N/A  
SAP/SRM Contract Number: 4400004306  
Change Number: 2022-3  
Change Effective Date: 2/8/2022

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG**

**For:** All using Agencies of the Commonwealth  
**Subject:** Supplies Manufactured and Services Performed by Persons with Disabilities;  
UniqueSource Products & Services  
**Contract Period:** Beginning May 4, 2009 and Ending December 31, 9999  
**Program Manager:** Betty Goodling-Weimer, Tel. 717-787-7324, Fax 717-783-6241

**CHANGE SUMMARY:**

This evergreen contract has been extended to 12/31/9999.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS  
ORIGINALLY WRITTEN.

CN Number: N/A  
 SRM Parent Number: N/A  
 SAP/SRM Contract Number: 4400004306  
 Change Number: 2022-2  
 Change Effective Date: 1/12/2022

**COMMONWEALTH OF PENNSYLVANIA  
 DEPARTMENT OF GENERAL SERVICES  
 HARRISBURG**

**For:** All using Agencies of the Commonwealth  
**Subject:** Supplies Manufactured and Services Performed by Persons with Disabilities;  
 UniqueSource Products & Services  
**Contract Period:** Beginning May 4, 2009 and Ending February 28, 2024 (Renewed Indefinitely)  
**Program Manager:** Betty Goodling-Weimer, Tel. 717-787-7324, Fax 717-783-6241

**CHANGE SUMMARY:**

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
*Add	24446083	360781	CARTRIDGE,TONER,REMAN,HP,BLK,CF283A	44103100	NA	NA
Temporarily Unavailable	18787337	297294	FLAG,SFTY,ORN,18X18,24 STAFF	55121715	NA	NA
Temporarily Unavailable	18787340	297295	FLAG,SFTY,ORN,18X18 STAFF FOR SIGN	55121715	NA	NA
Temporarily Unavailable	18787341	297296	FLAG,SFTY,RED,24X24,STIFFNER,36 STAFF	55121715	NA	NA

**\*UniqueSource item will be available for purchase against the DGS Statewide Requirements Contract for Office Supplies (currently W.B. Mason) as soon as stock is available at the W.B. Mason warehouses.**

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

CN Number: N/A  
 SRM Parent Number: N/A  
 SAP/SRM Contract Number: 4400004306  
 Change Number: 2022-1  
 Change Effective Date: 12/10/2021

**COMMONWEALTH OF PENNSYLVANIA  
 DEPARTMENT OF GENERAL SERVICES  
 HARRISBURG**

**For:** All using Agencies of the Commonwealth  
**Subject:** Supplies Manufactured and Services Performed by Persons with Disabilities;  
 UniqueSource Products & Services  
**Contract Period:** Beginning May 4, 2009 and Ending February 28, 2024 (Renewed Indefinitely)  
**Program Manager:** Betty Goodling-Weimer, Tel. 717-787-7324, Fax 717-783-6241

**CHANGE SUMMARY:**

Effective January 3, 2022, the contract price lists for materials and services with pre-established fair market prices have been updated in accordance to the annual price adjustment clause referenced in the DGS-UniqueSource Operational Agreement. **The revised price lists are attached to the contract overview form posted on eMarketplace.**

The following additional changes are effective January 3, 2022:

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Add	24410989	360428	MAT,ANTI-FATIGUE,2X3,5/8IN	55101510	\$ 41.33	EA
Add	24410990	360429	MAT,ANTI-FATIGUE,3X4,5/8IN	55101510	\$ 75.78	EA
Add	24410991	360430	MAT,ANTI-FATIGUE,3X10,5/8IN	55101510	\$ 178.94	EA

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Re-established Fair Market Price	24129569	359548	STAND,SIGN,PORTABLE,ROLLUP,ADJ LEGS,22LB	55121908	\$131.79	EA
Delete	18770196	298603	STAND,SIGN,PORTABLE,ROLLUP,ADJ LEGS,22LB	NA	NA	NA
Temporarily Unavailable	18790346	291379	BEV, COFFEE, DECAF, 20-8.75OZ/CS	NA	NA	NA

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

CN Number: N/A  
 SRM Parent Number: N/A  
 SAP/SRM Contract Number: 4400004306  
 Change Number: 2021-3  
 Change Effective Date: 11/4/2021

**COMMONWEALTH OF PENNSYLVANIA  
 DEPARTMENT OF GENERAL SERVICES  
 HARRISBURG**

**For:** All using Agencies of the Commonwealth  
**Subject:** Supplies Manufactured and Services Performed by Persons with Disabilities;  
 UniqueSource Products & Services  
**Contract Period:** Beginning May 4, 2009 and Ending February 28, 2024 (Renewed Indefinitely)  
**Program Manager:** Betty Goodling-Weimer, Tel. 717-787-7324, Fax 717-783-6241

**CHANGE SUMMARY:**

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
*Add	24399042	360140	PAD,WRITING,RULED,GLUE TOP,8.5X11	14111514	NA	NA
*Add	24399041	360141	PAD,WRITING,RULED,GLUE TOP,5.5X8.5	14111514	NA	NA
*Add	24399054	360142	PAD,SCRATCH,UNRULED,GLUE TOP,8.5X11	14111514	NA	NA
*Add	24399053	360143	PAD,SCRATCH,UNRULED,GLUE TOP,5.5X8.5	14111514	NA	NA

**\*These UniqueSource items will be available for purchase against the DGS Statewide Requirements Contract for Office Supplies (currently W.B. Mason) as soon as stock is available at the W.B. Mason warehouses.**

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

CN Number: N/A  
SRM Parent Number: N/A  
SAP/SRM Contract Number: 4400004306  
Change Number: 2021-2  
Change Effective Date: 1/7/2021

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG**

**For:** All using Agencies of the Commonwealth  
**Subject:** Supplies Manufactured and Services Performed by Persons with Disabilities;  
UniqueSource Products & Services  
**Contract Period:** Beginning May 4, 2009 and Ending February 28, 2024 (Renewed Indefinitely)  
**Program Manager:** Betty Goodling-Weimer, Tel. 717-787-7324, Fax 717-783-6241

**CHANGE SUMMARY:**

The attached UniqueSource Carve-Out List has been updated to include the following changes:

- Revised definition of Call Center/Contact Center/Help Desk/Service Desk/Support Center
- Expanded definition of Custodial/Janitorial Services to include enhanced cleanings, sanitizing, misting and electrostatic misting disinfecting services

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.



**EXHIBIT A (REV. 01/07/2021)**  
**UNIQUESOURCE PRODUCTS & SERVICES**  
**CARVE-OUT LIST OF GOODS AND SERVICES**

For all Goods and Services listed below, Section XIII of the Operational Agreement between UniqueSource Products & Services (formerly PIBH) and the Department of General Services (Department) governs and requires Commonwealth Purchasing Agencies (Commonwealth) to consult the UniqueSource eCommerce site (<http://www.costore.com/UniqueSourcePA/usercustom/splash.asp>). If the UniqueSource eCommerce site does not include pricing for a particular Good or Service, the Commonwealth shall contact the Department's Program Manager to request the establishment of a fair market price for the desired Good or Service. If/when it is determined that UniqueSource has the capability and capacity to provide the Good or Service, the Commonwealth shall offer these Goods or Services to UniqueSource at a Department-established fair market price. If UniqueSource declines the opportunity to provide the Goods or Services through any of their member agencies, the Commonwealth may then proceed to purchase the Goods or Services through another procurement method.

The UniqueSource eCommerce site includes both Department-approved contracted goods and services, and noncontracted goods and services. The Department-approved contracted goods and services are mandatory purchases, and are identified with a "**CWOPA Contract**" logo. The Commonwealth is not mandated to purchase any noncontracted goods and services from UniqueSource. Commonwealth procurement policies, regulations and thresholds apply to the non-contract goods and services.

**Goods:**

eCommerce Site includes, but is not limited to:

- **Chemical Cleaners:** asphalt release agent, disinfectants, degreasers, emulsifiers, tar/grease removers, vehicle cleaner
- **Clothing:** baseball caps, bibs, pajamas, patient gowns, sweatpants, sweatshirts
- **Décor:** draperies, mini-blinds, shades, vertical blinds
- **Domestics:** apron, bath towels, bath mats, bed linens, dish towel, kitchen dish cloth, shower curtains, washcloths
- **Food:** decaffeinated coffee, food service kits
- **Hand Tools:** construction, impact, landscape, tree shelters
- **Housekeeping:** brooms, mops, laundry bags/liners, scrub cloths, toilet tissue, bathroom supplies
- **Office Supplies:** writing instruments, picture frames, remanufactured toner cartridges, dry erase/bulletin/cork boards
- **Roadside Traffic Devices:** roll-up safety signs, overlay patches, specialty folding aluminum signs, delineation devices, LED warning lights
- **Safety Gear:** T-shirts, sweatshirts, sweatpants, leggings, chaps, vests, hard hats, emergency blankets, poly bags
- **Logo Items:** silk-screening clothing

**Services:**

- **Assembly:** Where the Commonwealth has component parts requiring assembly, assemble the parts to Commonwealth specifications.
- **Call Center/Contact Center/Help Desk/Service Desk/Support Center:** Any procurement that includes a call center, contact center, help desk, service desk, or support center as a contract deliverable that is to be developed or operated for the Commonwealth must be submitted to the Department's Program Manager who will work with UniqueSource to determine if the service requirements fall within the carve-out for UniqueSource. UniqueSource may be required to provide an executive summary to demonstrate it can meet both the contract and appreciable contribution requirement.
- **Rolled Carpet and Carpet Tile Installation:** Carve-out is for installation services only; however, UniqueSource is also an authorized dealer for flooring material on the DGS Statewide Multiple Award Contract for Commercial Carpet and Carpet Installation.
- **Carpet Cleaning:** Includes recurring and one-time services within York, Cumberland, Dauphin, Lancaster, Lebanon & Perry counties
- **Catering:** Only in the service areas of UniqueSource member agencies listed below, assemble and deliver **basic boxed lunches and/or cold buffets** to purchasing agency specifications:

○ **Member Agency:**  
CPARC - "**The Sassy Gourmet**"  
(boxed lunches and cold buffets)

**Service area:**  
Cumberland and Dauphin Counties within a 15-mile radius of Mechanicsburg

**EXHIBIT A (REV. 01/07/2021)**  
**UNIQUESOURCE PRODUCTS & SERVICES**  
**CARVE-OUT LIST OF GOODS AND SERVICES**

- **Custodial/Janitorial:** Includes a variety of cleaning and maintenance duties on customized schedules; as well as enhanced cleanings, sanitizing, misting and electrostatic misting disinfecting services.
- **Digital Document and Electronic Content Management:** Includes, but not limited to, digitization project consultation including development of a Statement of Work, secure transport of source materials, preparation and scanning and imaging of source materials, indexing of imaged data, redaction, physical data storage, electronic data storage and retrieval and other related services the Commonwealth may desire to comply with mandated record retention policies.
  - The Commonwealth shall first offer Digital Document and Electronic Content Management Services to Department of Revenue, Bureau of Imaging & Document Management. If Department of Revenue is not capable of, and/or not interested in, providing the services, the Commonwealth is statutorily required to offer the service to UniqueSource at a Department-established fair market price.
- **Document Shredding (Off-Site):** Ongoing or one-time purge of confidential and non-confidential documents.
  - Any Commonwealth agency located within the Harrisburg Capitol Complex and surrounding area shall first refer to the DGS Statewide Requirements Contract for Document Shredding Services. If services are not available at a specific location within the Harrisburg Capitol Complex, then the Commonwealth is statutorily required to offer the service to UniqueSource at a Department established fair market price.
- **Grounds Maintenance:** Includes, but not limited to, mowing, edging, trimming, fertilizing, weed control and leaf removal.
- **Mail Preparation:** All aspects of mailing services, including but not limited to, copying, collating, folding, inserting, bulk-rate mailing.
  - The Commonwealth shall first offer mail preparation services to the Department's Bureau of Publications. If Bureau of Publications is not capable of, or not interested in, providing the services, then the Commonwealth purchasing agency is statutorily required to offer the service to UniqueSource at a Department-established fair market price.
- **Packaging/Repackaging:** Where the Commonwealth has goods on hand, package or repackage the goods according to purchasing agency specifications.
- **PennDOT Driver License and Identification Card Program**
- **PennDOT Rest Area/Welcome Center Sites:** Provide 24/7 day-to-day custodial, janitorial, and grounds maintenance services; and optional ancillary services, which may include, but not limited to, snow removal, landscaping, electrical, plumbing, painting, carpentry, building and site equipment maintenance, water and wastewater treatment.
- **Vending Services:** The Commonwealth is statutorily required to offer vending services to the Department of Labor & Industry, Bureau of Blindness and Visual Services (BBVS). If BBVS does not have any clients interested in providing vending services at a specific location, then the service must be offered to UniqueSource at a Department-established fair market price.

CN Number: N/A  
 SRM Parent Number: N/A  
 SAP/SRM Contract Number: 4400004306  
 Change Number: 2021-1  
 Change Effective Date: 12/1/2020

**COMMONWEALTH OF PENNSYLVANIA  
 DEPARTMENT OF GENERAL SERVICES  
 HARRISBURG**

**For:** All using Agencies of the Commonwealth  
**Subject:** Supplies Manufactured and Services Performed by Persons with Disabilities;  
 UniqueSource Products & Services  
**Contract Period:** Beginning May 4, 2009 and Ending February 28, 2024 (Renewed Indefinitely)  
**Program Manager:** Betty Goodling-Weimer, Tel. 717-787-7324, Fax 717-783-6241

**CHANGE SUMMARY:**

Effective January 4, 2021, the contract price lists for materials and services with pre-established fair market prices have been updated in accordance to the annual price adjustment clause referenced in the DGS-UniqueSource Operational Agreement. **The revised price lists are attached to the contract overview form posted on eMarketplace.**

The following additional changes are effective January 4, 2021:

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Add	24129569	359548	STAND,SIGN,PORTABLE,ROLLUP,ADJ LEGS,20LB	55121908	\$ 98.02	EA
Add	24181405	359558	PUSHER,SNOW,30" BLADE,FIBERGLS D HNDL	27112004	\$ 59.88	EA
Add	24181406	359559	PUSHER,SNOW,36" BLADE,FIBERGLS D HNDL	27112004	\$ 64.81	EA
Revised FMP	18780700	288573	TISSUE,TOILET,4.0"X4.05",1PLY,80/CS	14111703	\$ 41.63	CS

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Revised FMP	18770371	297522	POST,GUIDE,52,WHT,2S-BLU,GM2	46161508	\$ 19.84	EA
Revised FMP	18770382	297527	POST,GUIDE,48,WHT,1S-WHT,GM2	46161508	\$ 19.09	EA
Revised FMP	18770383	297528	POST,GUIDE,48,WHT,2S-WHT,GM2	46161508	\$ 19.58	EA
Revised FMP	18770384	297529	POST,GUIDE,48,YEL,1S-YEL,GM2	46161508	\$ 19.09	EA
Revised FMP	18770385	297530	POST,GUIDE,48,YEL,2S-YEL,GM2	46161508	\$ 19.58	EA
Revised FMP	18770386	297531	POST,GUIDE,48,GRY,1S-WHT,GM2	46161508	\$ 19.09	EA
Revised FMP	18770387	297532	POST,GUIDE,48,GRY,2S-WHT,GM2	46161508	\$ 19.58	EA
Revised FMP	18770388	297533	POST,GUIDE,48,BLU,1S-WHT,GM2	46161508	\$ 19.09	EA
Revised FMP	18770389	297534	POST,GUIDE,48,RED,1S-WHT,GM2	46161508	\$ 19.09	EA
Revised FMP	18770390	298089	POST,GUIDE,48,BRN,1S-WHT,GM2	46161508	\$ 19.09	EA
Revised FMP	18770391	297537	POST,GUIDE,48,GRN,1S-WHT,GM2	46161508	\$ 19.09	EA
Revised FMP	18770392	298090	POST,GUIDE,48,BRN,2S-WHT,GM2	46161508	\$ 19.58	EA
Revised FMP	18770393	297538	POST,GUIDE,48,GRN,2S-WHT,GM2	46161508	\$ 19.58	EA
Revised FMP	18770394	297539	POST,GUIDE,48,ORN,1S-WHT,GM2	46161508	\$ 19.09	EA
Revised FMP	18770395	297540	POST,GUIDE,48,ORN,2S-WHT,GM2	46161508	\$ 19.58	EA
Revised FMP	18770396	297541	POST,GUIDE,48,WHT,2S-WHT-RED,GM2	46161508	\$ 19.58	EA

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Revised FMP	18770397	297542	POST,GUIDE,48,YEL,2S-YEL-RED,GM2	46161508	\$ 19.58	EA
Revised FMP	18770398	297547	POST,GUIDE,48,RED,1S-RED,GM2	46161508	\$ 19.09	EA
Revised FMP	18770399	297548	POST,GUIDE,48,RED,1S-WHT-RED,GM2	46161508	\$ 19.58	EA
Revised FMP	18770400	297549	POST,GUIDE,48,RED,1S-YEL-RED,GM2	46161508	\$ 19.58	EA
Revised FMP	18770401	297550	POST,GUIDE,48,RED,2S-WHT,GM2	46161508	\$ 19.58	EA
Revised FMP	18770402	297551	POST,GUIDE,48,RED,2S-YEL,GM2	46161508	\$ 19.58	EA
Revised FMP	18770404	297535	POST,GUIDE,48,WHT,1S-WHT,GM1	46161508	\$ 20.05	EA
Revised FMP	18770405	297536	POST,GUIDE,48,YEL,1S-YEL,GM1	46161508	\$ 20.05	EA
Revised FMP	18770406	297544	POST,GUIDE,48,RED,1S-WHT,GM1	46161508	\$ 20.05	EA
Revised FMP	18770407	297545	POST,GUIDE,48,RED,1S-YEL,GM1	46161508	\$ 20.05	EA
Revised FMP	18770408	297546	POST,GUIDE,48,RED,1S-RED,GM1	46161508	\$ 20.05	EA
Revised FMP	18770422	297596	POST,MRKR,TBLR,36,WHT,2S-WHT	46161508	\$ 19.43	EA
Revised FMP	18770423	297597	POST,MRKR,TBLR,36,YEL,2S-WHT-YEL	46161508	\$ 19.43	EA
Revised FMP	18770424	297601	POST,MRKR,TBLR,36,ORN,2S-WHT-ORN	46161508	\$ 19.43	EA
Revised FMP	18770443	297552	POST,GUIDE,48,WHT,1S-WHT,SM2	46161508	\$ 20.88	EA
Revised FMP	18770444	297553	POST,GUIDE,48,WHT,2S-WHT,SM2	46161508	\$ 21.41	EA

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Revised FMP	18770445	297554	POST,GUIDE,48,YEL,1S-YEL,SM2	46161508	\$ 20.88	EA
Revised FMP	18770446	297555	POST,GUIDE,48,YEL,2S-YEL,SM2	46161508	\$ 21.41	EA
Revised FMP	18770447	297558	POST,GUIDE,48,WHT,2S-WHT-RED,SM2	46161508	\$ 21.41	EA
Revised FMP	18770448	297559	POST,GUIDE,48,YEL,2S-YEL-RED,SM2	46161508	\$ 21.41	EA
Revised FMP	18770449	325272	POST,GUIDE,48,RED,1S-YEL,SM2	46161508	\$ 20.88	EA
Revised FMP	18770450	325273	POST,GUIDE,48,RED,2S-YEL,SM2	46161508	\$ 21.41	EA
Revised FMP	18770452	297556	POST,GUIDE,48,WHT,1S-WHT,SM1	46161508	\$ 21.54	EA
Revised FMP	18770453	297557	POST,GUIDE,48,YEL,1S-YEL,SM1	46161508	\$ 21.54	EA
Revised FMP	18770454	297543	POST,GUIDE,66",RED,GROUND MOUNTED	46161508	\$ 19.06	EA
Revised FMP	18770464	297560	POST,GUIDE,36,WHT,1S-WHT,SM1	46161508	\$ 19.43	EA
Revised FMP	18770465	297561	POST,GUIDE,36,YEL,1S-YEL,SM1	46161508	\$ 19.43	EA
Revised FMP	18770467	297562	POST,GUIDE,36,WHT,1S-WHT,SM2	46161508	\$ 18.77	EA
Revised FMP	18770468	297563	POST,GUIDE,36,WHT,2S-WHT,SM2	46161508	\$ 19.30	EA
Revised FMP	18770469	297564	POST,GUIDE,36,YEL,1S-YEL,SM2	46161508	\$ 18.77	EA
Revised FMP	18770470	297565	POST,GUIDE,36,YEL,2S-YEL,SM2	46161508	\$ 19.30	EA
Revised FMP	18770471	297566	POST,GUIDE,36,WHT,1S-WHT/RED,SM2	46161508	\$ 19.30	EA

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Revised FMP	18770472	297567	POST,GUIDE,36,YEL,1S-YEL/RED,SM2	46161508	\$ 19.30	EA
Revised FMP	18787329	296961	ANCHOR,SOIL,MTL,18CLOSED END	46161508	\$ 10.52	EA
Revised FMP	18790561	297569	POST,GUIDERAIL,27,TYPE B,WHT,1S-WHT	46161508	\$ 9.71	EA
Revised FMP	18790564	297571	POST,GUIDERAIL,27,TYPE B,YEL,1S-YEL	46161508	\$ 9.71	EA
Revised FMP	18793726	297573	POST,MRKR,BARRIER,16,TYPE S,WHT,1S-WHT	46161508	\$ 17.25	EA
Revised FMP	18793727	297575	POST,MRKR,BARRIER,16,TYPE S,YEL,1S-YEL	46161508	\$ 17.25	EA
Revised FMP	18793729	297574	POST,MRKR,BARRIER,16,TYPE S,WHT,2S-WHT	46161508	\$ 17.76	EA
Revised FMP	18793730	297576	POST,MRKR,BARRIER,16,TYPE S,YEL,2S-YEL	46161508	\$ 17.76	EA
Revised FMP	18787351	325376	EPOXY,KIT,SNGL APPL,10OZ,25/CS	13111001	\$ 500.85	CS
Delete	18768985	297092	BLANKET,COTTON WOVEN,NAT CLR,70X96	42132107	NA	NA
Delete	21290018	347889	BEDSPREAD,TREVIRA POLY,72X99,WHITE	42132100	NA	NA
Delete	21290021	347891	BEDSPREAD,TREVIRA POLY,72X99,SAND	42132100	NA	NA
Delete	21290024	347893	BEDSPREAD,TREVIRA POLY,72X99,RUST	42132100	NA	NA
Delete	21290027	347895	BEDSPREAD,TREVIRA POLY,72X99,HUNTER	42132100	NA	NA
Delete	21290019	347888	BEDSPREAD,TREVIRA POLY,72X108,WHITE	42132100	NA	NA
Delete	21290022	347890	BEDSPREAD,TREVIRA POLY,72X108,SAND	42132100	NA	NA

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Delete	21290025	347892	BEDSPREAD,TREVIRA POLY,72X108,RUST	42132100	NA	NA
Delete	21290028	347894	BEDSPREAD,TREVIRA POLY,72X108,HUNTER	42132100	NA	NA
*Add	24130411	359568	CARTRIDGE,TONER,REMAN,CF281X,BLK	44103100	NA	EA
*Add	24130431	343693	CARTRIDGE,TONER,REMAN,CE255X,BLK	44103100	NA	EA
*Add	24130414	359569	CARTRIDGE,TONER,REMAN,CF226X,BLK	44103100	NA	EA
*Add	24130434	343714	CARTRIDGE,TONER,REMAN,Q5942A,BLK	44103100	NA	EA
*Add	24130436	359570	CARTRIDGE,TONER,REMAN,TN850,BLK	44103100	NA	EA
*Add	24130437	359571	CARTRIDGE,TONER,REMAN,X651,BLK	44103100	NA	EA

\*These UniqueSource items will be available for purchase against the DGS Statewide Requirements Contract for Office Supplies (currently W.B. Mason) on January 4, 2021.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.



CN Number: N/A  
 SRM Parent Number: N/A  
 SAP/SRM Contract Number: 4400004306  
 Change Number: 2020-5  
 Change Effective Date: 10/23/2020

**COMMONWEALTH OF PENNSYLVANIA  
 DEPARTMENT OF GENERAL SERVICES  
 HARRISBURG**

**For:** All using Agencies of the Commonwealth  
**Subject:** Supplies Manufactured and Services Performed by Persons with Disabilities;  
 UniqueSource Products & Services  
**Contract Period:** Beginning May 4, 2009 and Ending February 28, 2024 (Renewed Indefinitely)  
**Program Manager:** Betty Goodling-Weimer, Tel. 717-787-7324, Fax 717-783-6241

**CHANGE SUMMARY:**

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Delete	18770239	343592	BEDSPREAD,TREVIRA POLY,72X99,OATMEAL	42132100	NA	NA
Delete	18770240	343590	BEDSPREAD,TREVIRA POLY,72X99,MONACO	42132100	NA	NA
Delete	18770242	343584	BEDSPREAD,TREVIRA POLY,72X99,CARIBBEAN	42132100	NA	NA
Delete	18770244	343594	BEDSPREAD,TREVIRA POLY,72X99,POWDER	42132100	NA	NA
Delete	18770246	343598	BEDSPREAD,TREVIRA POLY,72X99,TEA ROSE	42132100	NA	NA
Delete	18770248	343582	BEDSPREAD,TREVIRA POLY,72X99,MARINE	42132100	NA	NA

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Delete	18770250	343591	BEDSPREAD,TREVIRA POLY,72X108,OATMEAL	42132100	NA	NA
Delete	18770251	343589	BEDSPREAD,TREVIRA POLY,72X108,MONACO	42132100	NA	NA
Delete	18770253	343585	BEDSPREAD,TREVIRA POLY,72X108,CARIBBEAN	42132100	NA	NA
Delete	18770255	343593	BEDSPREAD,TREVIRA POLY,72X108,POWDER	42132100	NA	NA
Delete	18770257	343597	BEDSPREAD,TREVIRA POLY,72X108,TEA ROSE	42132100	NA	NA
Delete	18770259	343581	BEDSPREAD,TREVIRA POLY,72X108,MARINE	42132100	NA	NA
Delete	18770197	298604	STAND,SIGN,PORTABLE,ROLLUP,ADJ LEGS,38LB	55121908	NA	NA

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

CN Number: N/A  
SRM Parent Number: N/A  
SAP/SRM Contract Number: 4400004306  
Change Number: 2020-4  
Change Effective Date: 8/25/2020

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG**

**For:** All using Agencies of the Commonwealth  
**Subject:** Supplies Manufactured and Services Performed by Persons with Disabilities;  
UniqueSource Products & Services  
**Contract Period:** Beginning May 4, 2009 and Ending February 28, 2024 (Renewed Indefinitely)  
**Program Manager:** Betty Goodling-Weimer, Tel. 717-787-7324, Fax 717-783-6241

**CHANGE SUMMARY:**

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
*Add	24106580	284186	HIGHLIGHTER,CHISEL TIP,PCKT CLP,YEL	44121700	NA	NA
*Add	24106810	359328	PEN,BALLPOINT,CAP,MED,GRN	44121700	NA	NA

**\*These UniqueSource items will be available for purchase against the DGS Statewide Requirements Contract for Office Supplies (currently W.B. Mason) as soon as stock is available at the W.B. Mason warehouses.**

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

CN Number: N/A  
SRM Parent Number: N/A  
SAP/SRM Contract Number: 4400004306  
Change Number: 2020-3  
Change Effective Date: 5/14/2020

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG**

**For:** All using Agencies of the Commonwealth  
**Subject:** Supplies Manufactured and Services Performed by Persons with Disabilities;  
UniqueSource Products & Services  
**Contract Period:** Beginning May 4, 2009 and Ending February 28, 2024 (Renewed Indefinitely)  
**Program Manager:** Betty Goodling-Weimer, Tel. 717-787-7324, Fax 717-783-6241

**CHANGE SUMMARY:**

The following changes take effect immediately:

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Add	23826281	358968	MASK,FACE,CLOTH,NON-SURG,BLU,50/BOX	46180000	\$ 125.64	BOX
Add	23824584	358969	MASK,FACE,CLOTH,NON-SURG,N95 COVER,BLU,100/BOX	46180000	\$ 348.91	BOX

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

CN Number: N/A  
 SRM Parent Number: N/A  
 SAP/SRM Contract Number: 4400004306  
 Change Number: 2020-2  
 Change Effective Date: 3/12/2020

**COMMONWEALTH OF PENNSYLVANIA  
 DEPARTMENT OF GENERAL SERVICES  
 HARRISBURG**

**For:** All using Agencies of the Commonwealth  
**Subject:** Supplies Manufactured and Services Performed by Persons with Disabilities;  
 UniqueSource Products & Services  
**Contract Period:** Beginning May 4, 2009 and Ending February 28, 2024 (Renewed Indefinitely)  
**Program Manager:** Betty Goodling-Weimer, Tel. 717-787-7324, Fax 717-783-6241

**CHANGE SUMMARY:**

The vendor contact information was updated on the contract overview and price lists as follows:

Products: [products@uniquesource.com](mailto:products@uniquesource.com)  
 Services: [services@uniquesource.com](mailto:services@uniquesource.com)  
 Catering: [catering@uniquesource.com](mailto:catering@uniquesource.com)

The following changes take effect immediately:

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Add	23780210	358670	VEST SFTY SURVEYOR HVY DUTY PDR YGR REG	46181507	\$ 53.25	EA
Add	23780211	358671	VEST SFTY SURVEYOR HVY DUTY PDR YGR L	46181507	\$ 55.77	EA

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Add	23780212	358672	VEST SFTY SURVEYOR HVY DUTY PDR YGR XL	46181507	\$ 58.47	EA
Add	23780213	358673	VEST SFTY SURVEYOR HVY DUTY PDR YGR 2XL	46181507	\$ 62.41	EA
Add	23780214	358674	VEST SFTY SURVEYOR HVY DUTY PDR YGR 3XL	46181507	\$ 66.69	EA
Add	23780215	358675	VEST SFTY SURVEYOR HVY DUTY PDR YGR 4XL	46181507	\$ 69.74	EA
Add	23780216	358676	VEST SFTY SURVEYOR HVY DUTY PDR YGR 5XL	46181507	\$ 73.11	EA
Add	23780217	358677	VEST SFTY SURVEYOR HVY DUTY PDR YGR 6XL	46181507	\$ 77.03	EA
Add	23780218	358678	VEST SFTY SURVEYOR HVY DUTY PDR YGR 7XL	46181507	\$ 80.13	EA
Add	23780219	358679	VEST SFTY SURVEYOR HVY DUTY PDR YGR 8XL	46181507	\$ 83.89	EA
Delete	18780760	322582	HANDLE MOP 54" SPRING LEVER TYPE II	47131609	NA	NA
*Add	23775779	358738	PEN GEL RTRCTBL ECO BTL MED PT BLK	44121700	NA	NA
*Add	23775778	358739	PEN GEL RTRCTBL ECO BTL MED PT BLU	44121700	NA	NA
*Add	23782930	358740	CARTRIDGE REMAN BLK HP CF226A	44103100	NA	NA
*Add	23782943	358741	CARTRIDGE REMAN BLK HP CF287A	44103100	NA	NA
*Add	23782973	358742	CARTRIDGE REMAN BLK HP CF410A	44103100	NA	NA
*Add	23783153	358743	CARTRIDGE REMAN CYAN HP CF411A	44103100	NA	NA
*Add	23783177	358744	CARTRIDGE REMAN YEL HP CF412A	44103100	NA	NA

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
*Add	23783178	358745	CARTRIDGE REMAN MAGENTA HP CF413A	44103100	NA	NA
*Add	23783183	358746	CARTRIDGE REMAN LEXMARK X654	44103100	NA	NA

**\*These UniqueSource items will be available for purchase against the DGS Statewide Requirements Contract for Office Supplies (currently W.B. Mason) as soon as stock is available at the W.B. Mason warehouses.**

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

CN Number: N/A  
 SRM Parent Number: N/A  
 SAP/SRM Contract Number: 4400004306  
 Change Number: 2020-1  
 Change Effective Date: 1/2/2020

**COMMONWEALTH OF PENNSYLVANIA  
 DEPARTMENT OF GENERAL SERVICES  
 HARRISBURG**

**For:** All using Agencies of the Commonwealth  
**Subject:** Supplies Manufactured and Services Performed by Persons with Disabilities;  
 UniqueSource Products & Services  
**Contract Period:** Beginning May 4, 2009 and Ending February 28, 2024 (Renewed Indefinitely)  
**Program Manager:** Betty Goodling-Weimer, Tel. 717-787-7324, Fax 717-783-6241

**CHANGE SUMMARY:**

Effective January 2, 2020, the contract price lists for materials and services with pre-established fair market prices have been updated in accordance to the annual price adjustment clause referenced in the DGS-UniqueSource Operational Agreement. **The revised price lists are attached to the contract overview form posted on eMarketplace.**

The following materials were deleted from contract:

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
*Delete	*18793699	344058	PEN,ROLLERBALL,GEL STICK ,GRIP, MED,PUR	44121700	N/A	N/A
Delete	18767740	320948	TOWEL,DISH,COTTON HUCK,WHT,16X32	52121601	N/A	N/A
Delete	18770171	299926	BAG,POLYUV TREATED,TIE,SAND,14.5x26,WHT	24111503	N/A	N/A
Delete	18787749	344390	PILLOW CASE,PERCALE,LT BLUE	52121512	N/A	N/A



Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Delete	18787750	344392	PILLOW CASE,PERCALE,LT PINK	52121512	N/A	N/A
Delete	18787751	344391	PILLOW CASE,PERCALE,LT GREEN	52121512	N/A	N/A
Delete	18790608	344411	BEDSHEET,PERCALE,66X108,ROSE	42132100	N/A	N/A
Delete	18790609	344415	BEDSHEET,PERCALE,81X108,ROSE	42132100	N/A	N/A
Delete	18790611	344410	BEDSHEET,PERCALE,66X108,GREEN	42132100	N/A	N/A
Delete	18790612	344414	BEDSHEET,PERCALE,81X108,GREEN	42132100	N/A	N/A
Delete	18790614	344408	BEDSHEET,PERCALE,66X108,BLUE	42132100	N/A	N/A
Delete	18790615	344412	BEDSHEET,PERCALE,81X108,BLUE	42132100	N/A	N/A
Delete	18790648	344372	BEDSHEET,FITTED,PERCALE,39X75X6,ROSE	42132100	N/A	N/A
Delete	18790649	344371	BEDSHEET,FITTED,PERCALE,39X75X6,GREEN	42132100	N/A	N/A
Delete	18790650	344369	BEDSHEET,FITTED,PERCALE,39X75X6,BLUE	42132100	N/A	N/A
Delete	18790653	344376	BEDSHEET,FITTED,PERCALE,39X80X9,ROSE	42132100	N/A	N/A
Delete	18790654	344375	BEDSHEET,FITTED,PERCALE,39X80X9,GREEN	42132100	N/A	N/A
Delete	18790655	344373	BEDSHEET,FITTED,PERCALE,39X80X9,BLUE	42132100	N/A	N/A

**\*W.B. Mason will continue to sell this item under the DGS Statewide Contract for Office Supplies until stock is depleted at their warehouse(s), at which time this item will no longer be available for purchase.**

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

CN Number: N/A  
 SRM Parent Number: N/A  
 SAP/SRM Contract Number: 4400004306  
 Change Number: 2019-6  
 Change Effective Date: 9/27/2019

**COMMONWEALTH OF PENNSYLVANIA  
 DEPARTMENT OF GENERAL SERVICES  
 HARRISBURG**

**For:** All using Agencies of the Commonwealth  
**Subject:** Supplies Manufactured and Services Performed by Persons with Disabilities;  
 UniqueSource Products & Services  
**Contract Period:** Beginning May 4, 2009 and Ending February 28, 2024 (Renewed Indefinitely)  
**Program Manager:** Betty Goodling-Weimer, Tel. 717-787-7324, Fax 717-783-6241

**CHANGE SUMMARY:**

The following changes take effect immediately:

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Delete	18770279	297515	PILLOW,STAPH CHECK,FIRM,20OZ,20X26	52121505	N/A	N/A
Delete	18770479	297643	SHEETING,RFLCTV,WHT,TYPE V,7-1/2X12	31201516	N/A	N/A
Delete	18770480	297644	SHEETING,RFLCTV,YEL,TYPE V,7-1/2X12	31201516	N/A	N/A
Delete	18770481	297645	SHEETING,RFLCTV,RED,TYPE V,7-1/2X12	31201516	N/A	N/A

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

CN Number: N/A  
 SRM Parent Number: N/A  
 SAP/SRM Contract Number: 4400004306  
 Change Number: 2019-5  
 Change Effective Date: 8/30/2019

**COMMONWEALTH OF PENNSYLVANIA  
 DEPARTMENT OF GENERAL SERVICES  
 HARRISBURG**

**For:** All using Agencies of the Commonwealth  
**Subject:** Supplies Manufactured and Services Performed by Persons with Disabilities;  
 UniqueSource Products & Services  
**Contract Period:** Beginning May 4, 2009 and Ending February 28, 2024 (Renewed Indefinitely)  
**Program Manager:** Betty Goodling-Weimer, Tel. 717-787-7324, Fax 717-783-6241

**CHANGE SUMMARY:**

The following changes take effect immediately:

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Delete	18789337	297174	SAVVY GREEN PLUS,CLEANER,EMULSIFIER, HVY DTY,CONC,12-32OZ	47131800	N/A	N/A
Delete	18789341	297175	SAVVY GREEN PLUS,CLEANER,EMULSIFIER, HVY DTY,CONC,1-55GAL	47131800	N/A	N/A
Delete	18789339	297176	SAVVY GREEN PLUS,CLEANER,EMULSIFIER, HVY DTY,CONC,1-5GAL	47131800	N/A	N/A
Delete	18789336	297177	SAVVY GREEN PLUS,CLEANER,EMULSIFIER, HVY DTY,CONC,4-1GAL	47131800	N/A	N/A

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

CN Number: N/A  
SRM Parent Number: N/A  
SAP/SRM Contract Number: 4400004306  
Change Number: 2019-4  
Change Effective Date: 7/9/2019

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG**

**For:** All using Agencies of the Commonwealth  
**Subject:** Supplies Manufactured and Services Performed by Persons with Disabilities;  
UniqueSource Products & Services  
**Contract Period:** Beginning May 4, 2009 and Ending February 28, 2024 (Renewed Indefinitely)  
**Program Manager:** Betty Goodling-Weimer, Tel. 717-787-7324, Fax 717-783-6241

**CHANGE SUMMARY:**

The following change takes effect immediately:

- As allowed by Exhibit A – Special Contract Terms and Conditions, Section 7 – Change Orders, and as agreed to by DGS and UniqueSource, DGS is issuing Change Notice #2019-4 to replace the Department Standard Terms and Conditions (**BOP-1205, Revised 02/06/2018**) with the most current Department Standard Terms and Conditions (**BOP-1205, Revised 08/09/2018**).

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

**STANDARD CONTRACT  
TERMS AND CONDITIONS – ELECTRONIC CONTRACT**

**1. TERM OF CONTRACT**

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 Contractor and the Commonwealth (signed and approved as required by Commonwealth contracting procedures) or b) the "Valid from" date printed on the Contract, whichever is later.

**2. EXTENSION OF CONTRACT TERM**

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

**3. SIGNATURES**

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 may be electronically signed 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 acknowledgment 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.

#### **4. DEFINITIONS**

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.

#### **5. PURCHASE ORDERS**

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 may be electronically signed 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.

## **6. INDEPENDENT PRIME CONTRACTOR**

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.

## **7. DELIVERY**

- a. **Supplies Delivery:** 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.

- b. **Delivery of Services:** The Contractor shall proceed with all due diligence in the performance of the services with qualified personnel, in accordance with the completion criteria set forth in the Contract.

## **8. ESTIMATED QUANTITIES**

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.

## **9. WARRANTY**

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.

## **10. PATENT, COPYRIGHT, AND TRADEMARK INDEMNITY**

The Contractor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any 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.

## **11. OWNERSHIP RIGHTS**

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.

## **12. ACCEPTANCE**

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.

## **13. PRODUCT CONFORMANCE**

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

- a. Provide certified data from laboratory testing performed by the Contractor, or performed by an independent laboratory, as specified by the Commonwealth.
- b. Supply published manufacturer product documentation.
- c. Permit a Commonwealth representative to witness testing at the Contractor's location or at an independent laboratory.
- d. Complete a survey/questionnaire relating to the bid requirements and specifications.

- e. Provide customer references.
- f. Provide a product demonstration at a location near Harrisburg or the using agency location.

**14. REJECTED MATERIAL NOT CONSIDERED ABANDONED**

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.

**15. COMPLIANCE WITH LAW**

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

**16. ENVIRONMENTAL PROVISIONS**

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. § 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. § 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. § 693.1.

**17. POST-CONSUMER RECYCLED CONTENT**

- a. Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified on the Department of General Services website at [www.dgs.state.pa.us](http://www.dgs.state.pa.us) on the date of submission of the bid, proposal or contract offer.
- b. **Recycled Content Enforcement:** 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.

**18. COMPENSATION**

- a. **Compensation for Supplies:** 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.

- b. **Compensation for Services:** The Contractor shall be required to perform the specified services at the price(s) quoted in the Contract. All services shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for work performed to the satisfaction of the Commonwealth. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract.

## **19. BILLING REQUIREMENTS**

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:

- a. Vendor name and "Remit to" address, including SAP Vendor number;
- b. Bank routing information, if ACH;
- c. SAP Purchase Order number;
- d. Delivery Address, including name of Commonwealth agency;
- e. Description of the supplies/services delivered in accordance with SAP Purchase Order (include purchase order line number if possible);
- f. Quantity provided;
- g. Unit price;
- h. Price extension;
- i. Total price; and
- j. 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.

## **20. PAYMENT**

- 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.
- c. The Commonwealth will make contract payments through Automated Clearing House (ACH).
  - 1) 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).
  - 2) 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.
  - 3) 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.

## **21. TAXES**

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. 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.

## **22. ASSIGNMENT OF ANTITRUST CLAIMS**

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.

## **23. COMMONWEALTH HELD HARMLESS**

- 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.

## **24. AUDIT PROVISIONS**

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.

## **25. DEFAULT**

- a. The Commonwealth may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract or any Purchase Order for any of the following reasons:

- 1) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;
  - 2) Failure to perform the work with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the Contract or Purchase Order terms;
  - 3) Unsatisfactory performance of the work;
  - 4) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
  - 5) Improper delivery;
  - 6) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;
  - 7) Delivery of a defective item;
  - 8) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
  - 9) Discontinuance of work without approval;
  - 10) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
  - 11) Insolvency or bankruptcy;
  - 12) Assignment made for the benefit of creditors;
  - 13) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
  - 14) Failure to protect, to repair, or to make good any damage or injury to property;
  - 15) Breach of any provision of the Contract;
  - 16) Failure to comply with representations made in the Contractor's bid/proposal; or
  - 17) Failure to comply with applicable industry standards, customs, and practice.
- b. In the event that the Commonwealth terminates this Contract or any Purchase Order in whole or in part as provided in Subparagraph a. above, the Commonwealth may procure, upon such terms and in such manner as it determines, items similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items included within the terminated part of the Contract or Purchase Order.

- c. If the Contract or a Purchase Order is terminated as provided in Subparagraph a. above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract or Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the Commonwealth against loss.
- d. The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- e. The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.
- f. Following exhaustion of the Contractor's administrative remedies as set forth in the Contract Controversies Provision of the Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

## **26. FORCE MAJEURE**

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.

## 27. TERMINATION PROVISIONS

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 Subparagraph a.

## 28. CONTRACT CONTROVERSIES

- 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.

## **29. ASSIGNABILITY AND SUBCONTRACTING**

- 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.

## **30. OTHER CONTRACTORS**

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.

### **31. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE**

The Contractor agrees:

- a. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- b. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
- c. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
- d. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- e. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
- f. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA

and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

- g. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers’ subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- h. 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.
- i. The Contractor’s and each subcontractor’s obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- j. 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.

## **32. CONTRACTOR INTEGRITY PROVISIONS**

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

- 1. DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
  - a. **“Affiliate”** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

- b. **“Consent”** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
  - c. **“Contractor”** means the individual or entity, that has entered into this contract with the Commonwealth.
  - d. **“Contractor Related Parties”** means any affiliates of the Contractor and the Contractor’s executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
  - e. **“Financial Interest”** means either:
    - (1) Ownership of more than a five percent interest in any business; or
    - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
  - f. **“Gratuity”** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the [\*Governor’s Code of Conduct, Executive Order 1980-18\*](#), the *4 Pa. Code §7.153(b)*, shall apply.
  - g. **“Non-bid Basis”** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
2. In furtherance of this policy, Contractor agrees to the following:
- a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
  - b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
  - c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.

- d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
  - (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  - (3) had any business license or professional license suspended or revoked;
  - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
  - (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

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

- f. Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.
- g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.

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

### **33. CONTRACTOR RESPONSIBILITY PROVISIONS**

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

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

### **34. AMERICANS WITH DISABILITIES ACT**

- a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this

Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the “General Prohibitions Against Discrimination,” 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.

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

### **35. HAZARDOUS SUBSTANCES**

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 34 Pa. Code Section 301.1 et seq.

- a. Labeling. The Contractor shall insure that each individual product (as well as the carton, container or package in which the product is shipped) of any of the following substances (as defined by the Act and the regulations) supplied by the Contractor is clearly labeled, tagged or marked with the information listed in Paragraph (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.

### **36. COVENANT AGAINST CONTINGENT FEES**

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.

**37. APPLICABLE LAW**

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

**38. INTEGRATION**

This Contract, including 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.

**39. ORDER OF PRECEDENCE**

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 solicitation; and the Contractor's response to the solicitation.

**40. CONTROLLING TERMS AND CONDITIONS**

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.

**41. CHANGES**

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.

## **42. BACKGROUND CHECKS**

- a. The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth facilities, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.psp.state.pa.us/psp/lib/psp/sp4-164.pdf>. The background check must be conducted prior to initial access and every five (5) years thereafter.
- b. Before the Commonwealth will permit access to the Contractor, the Contractor must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that a Contractor employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this Section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of the Commonwealth may result in the Contractor being deemed in default of its Contract.
- c. The Commonwealth specifically reserves the right of the Commonwealth to conduct background checks over and above that described herein.
- d. Access to certain Capitol Complex buildings and other state office buildings is controlled by means of card readers and secured visitors' entrances. Commonwealth contracted personnel who have regular and routine business in Commonwealth worksites may be issued a photo identification or access badge subject to the requirements of the contracting agency and DGS set forth in Enclosure 3 of Commonwealth Management Directive 625.10 (Amended) Card Reader and Emergency Response Access to Certain Capitol Complex Buildings and Other State Office Buildings. The requirements, policy and procedures include a processing fee payable by the Contractor for contracted personnel photo identification or access badges.

#### **43. CONFIDENTIALITY**

- a. The Contractor agrees to guard the confidentiality of the Commonwealth's confidential information with the same diligence with which it guards its own proprietary information. If the Contractor needs to disclose all or part of project materials to third parties to assist in the work or service performed for the Commonwealth, it may do so only if such third parties sign agreements containing substantially the same provisions as contained in this Section. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed to be confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party. The parties agree that such confidential information shall not be copied, in whole or in part, except when essential for authorized use under this Contract. Each copy of such confidential information shall be marked by the party making the copy with all confidentiality notices appearing in the original. Upon termination or cancellation of this Contract or any license granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only. Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this Contract, and at the discretion of the non-breaching party, result in termination for default.
- b. The obligations stated in this Section do not apply to information:
- 1) already known to the recipient at the time of disclosure other than through the contractual relationship;
  - 2) independently generated by the recipient and not derived from the information supplied by the disclosing party;
  - 3) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
  - 4) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
  - 5) required to be disclosed by the recipient by law, regulation, court order, or other legal process.
- c. There shall be no restriction with respect to the use or disclosure of any ideas, concepts, know-how, or data processing techniques developed alone or jointly with the Commonwealth in connection with services provided to the Commonwealth under this Contract.

#### **44. MANUFACTURER'S PRICE REDUCTION**

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.

#### **45. NOTICE**

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

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

#### **46. RIGHT TO KNOW LAW**

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:
  - 1) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
  - 2) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.
- g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

#### **47. ENHANCED MINIMUM WAGE PROVISIONS**

- a. **Enhanced Minimum Wage.** Contractor/Lessor agrees to pay no less than \$12.00 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.
- b. **Adjustment.** Beginning July 1, 2019, and annually thereafter, the minimum wage rate shall be increased by \$0.50 until July 1, 2024, when the minimum wage reaches \$15.00. Thereafter, the minimum wage rate would be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.

- c. **Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:
1. exempt from the minimum wage under the Minimum Wage Act of 1968;
  2. covered by a collective bargaining agreement;
  3. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
  4. required to be paid a higher wage under any state or local policy or ordinance.
- d. **Notice.** Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.
- e. **Records.** Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
- f. **Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
- g. **Subcontractors.** Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

CN Number: N/A  
 SRM Parent Number: N/A  
 SAP/SRM Contract Number: 4400004306  
 Change Number: 2019-3  
 Change Effective Date: 6/12/2019

**COMMONWEALTH OF PENNSYLVANIA  
 DEPARTMENT OF GENERAL SERVICES  
 HARRISBURG**

**For:** All using Agencies of the Commonwealth  
**Subject:** Supplies Manufactured and Services Performed by Persons with Disabilities;  
 UniqueSource Products & Services  
**Contract Period:** Beginning May 4, 2009 and Ending February 28, 2024 (Renewed Indefinitely)  
**Program Manager:** Betty Goodling-Weimer, Tel. 717-787-7324, Fax 717-783-6241

**CHANGE SUMMARY:**

The following changes take effect immediately:

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Price Change	18767574	318146	RAKE,LEVEL,STL 16TINE,64IN FIBERGLS HNDL	27112003	\$ 40.00	EA
Price Change	18767575	318147	RAKE,BOW,STL 16TINE,60IN FIBERGLS HNDL	27112003	\$ 40.29	EA
Price Change	18767587	318150	HOE,MORTAR,STL HEAD,64IN FIBERGLS HNDL	27112008	\$ 38.17	EA
Price Change	18767593	311891	SHOVEL,SCP,#2STL,48IN FIBERGLS HNDL	24000000	\$ 41.85	EA
Price Change	18767594	318156	SHOVEL,SCP,#12ABS,48IN FIBERGLS HNDL	27112004	\$ 45.56	EA
Price Change	18767595	318157	SHOVEL,SCP,#12ALMM,48IN FIBERGLS HNDL	27112004	\$ 53.44	EA



Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Price Change	18767596	318158	SHOVEL,SCP,#2STL,29IN FIBERGLS D HNDL	27112004	\$ 41.37	EA
Price Change	18767597	318159	SHOVEL,SCP,#12ABS,29IN FIBERGLS D HNDL	27112004	\$ 43.47	EA
Price Change	18767599	318161	SCRAPER,FLR-ICE,STEEL,51IN FIBERGLS HNDL	27112009	\$ 34.11	EA
Price Change	18767600	318162	PUSHER,SNOW,BLK ABS,44IN FIBERGLS D HNDL	27112004	\$ 39.99	EA
Price Change	18767601	318163	SHOVEL,SNOW,BLU ABS,43IN FIBERGLS D HNDL	27112004	\$ 39.27	EA
Price Change	18767602	318164	TAMPER,CAST IRON,44IN FIBERGLS HNDL	22101507	\$ 53.51	EA

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

CN Number: N/A  
 SRM Parent Number: N/A  
 SAP/SRM Contract Number: 4400004306  
 Change Number: 2019-2  
 Change Effective Date: 5/23/2019

**COMMONWEALTH OF PENNSYLVANIA  
 DEPARTMENT OF GENERAL SERVICES  
 HARRISBURG**

**For:** All using Agencies of the Commonwealth  
**Subject:** Supplies Manufactured and Services Performed by Persons with Disabilities;  
 UniqueSource Products & Services  
**Contract Period:** Beginning May 4, 2009 and Ending February 28, 2024 (Renewed Indefinitely)  
**Program Manager:** Betty Goodling-Weimer, Tel. 717-787-7324, Fax 717-783-6241

**CHANGE SUMMARY:**

The following changes take effect immediately:

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Revised short text	23105666	356888	POST,GUIDE,KIT,48,WHT,1S-SLVR,SD0031	46161508	\$ 916.75	CS
Add	23358008	357638	POST,GUIDE,KIT,48,YEL,1S-SLVR,SD0031	46161508	\$ 916.75	CS
Add	23360767	357617	POST,GUIDE,RPLCMNT,48,WHT,1S-SLVR,SD0031	46161508	\$ 478.90	CS
Add	23360768	357668	POST,GUIDE,RPLCMNT,48,YEL,1S-SLVR,SD0031	46161508	\$ 478.90	CS

The following changes take effect on July 1, 2019:

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
*Add	23352113	357618	FLASH DRIVE,USB3.0,HDWE ENCRYPT,PW,8GB	43201800	\$ 36.00	EA
*Add	23352114	357619	FLASH DRIVE,USB3.0,HDWE ENCRYPT,PW,16GB	43201800	\$ 46.00	EA
*Add	23352115	357620	FLASH DRIVE,USB3.0,HDWE ENCRYPT,PW,32GB	43201800	\$ 54.00	EA
*Add	23352116	357621	FLASH DRIVE,USB3.0,HDWE ENCRYPT,PW,64GB	43201800	\$ 79.00	EA

**\*The above referenced encrypted flash drives have been approved by the Office of Administration, Enterprise Information Security Office, as meeting the ITP-SEC019 and ITP-SEC020. Agencies must purchase encrypted flash drives from UniqueSource contract 4400004306.**

**Exceptions may be granted with a COPPAR waiver to procure non-encrypted flash drives from the IT Peripherals contract(s), but only in cases where these devices will not store any sensitive, protected, or exempt data, or if the agency has the capability to encrypt the drive to standards as described in OPD-SEC020A *Encryption Product Standards for Data at Rest*.**

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

CN Number: N/A  
SRM Parent Number: N/A  
SAP/SRM Contract Number: 4400004306  
Change Number: 2019-1  
Change Effective Date: 12/26/2018

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG**

**For:** All using Agencies of the Commonwealth  
**Subject:** Supplies Manufactured and Services Performed by Persons with Disabilities;  
UniqueSource Products & Services  
**Contract Period:** Beginning May 4, 2009 and Ending February 28, 2024 (Renewed Indefinitely)  
**Program Manager:** Betty Goodling-Weimer, Tel. 717-787-7324, Fax 717-783-6241

**CHANGE SUMMARY:**

Effective January 2, 2019, the contract price list for materials with pre-established fair market prices has been updated in accordance to the annual price adjustment clause referenced in the DGS-UniqueSource Operational Agreement. **The revised price list is attached to the contract overview form posted on eMarketplace.**

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

CN Number: N/A  
SRM Parent Number: N/A  
SAP/SRM Contract Number: 4400004306  
Change Number: 2018-10  
Change Effective Date: 12/6/2018

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG**

**For:** All using Agencies of the Commonwealth  
**Subject:** Supplies Manufactured and Services Performed by Persons with Disabilities;  
UniqueSource Products & Services  
**Contract Period:** Beginning May 4, 2009 and Ending February 28, 2024 (Renewed Indefinitely)  
**Program Manager:** Betty Goodling-Weimer, Tel. 717-787-7324, Fax 717-783-6241

**CHANGE SUMMARY:**

The following change takes effect immediately:

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Add	23105666	356888	POST,GUIDE,48,WHT,1S-SLVR,SD0031,25/CS	46161508	\$ 916.75	CS

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

CN Number: N/A  
 SRM Parent Number: N/A  
 SAP/SRM Contract Number: 4400004306  
 Change Number: 2018-9  
 Change Effective Date: 11/15/2018

**COMMONWEALTH OF PENNSYLVANIA  
 DEPARTMENT OF GENERAL SERVICES  
 HARRISBURG**

**For:** All using Agencies of the Commonwealth  
**Subject:** Supplies Manufactured and Services Performed by Persons with Disabilities;  
 UniqueSource Products & Services  
**Contract Period:** Beginning May 4, 2009 and Ending February 28, 2024 (Renewed Indefinitely)  
**Program Manager:** Betty Goodling-Weimer, Tel. 717-787-7324, Fax 717-783-6241

**CHANGE SUMMARY:**

The following changes take effect immediately:

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Deleted	18767734	297517	PILLOW CASE,MUSLIN,WHT	52121512	N/A	N/A
Deleted	18767741	320949	TOWEL,DISH,COTTON HUCK,STENCIL,WHT,16X32	52121601	N/A	N/A
Deleted	18787748	344389	PILLOW CASE,PERCALE,BONE	52121512	N/A	N/A
Deleted	18787796	297793	TOWEL,BATH,ECONOMICAL,STENCIL,WHT,20X 40	52121701	N/A	N/A
Deleted	18790621	297791	TOWEL,BATH,DELUXE,CLRS,24X50	52121701	N/A	N/A
Deleted	18790622	297797	TOWEL,BATH,DELUXE,CLRS,STENCIL24X50	52121701	N/A	N/A

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Deleted	18790794	344394	TOWEL,BATH,ECONOMICAL,20X40,BONE	52121701	N/A	N/A
Deleted	18790795	344399	TOWEL,BATH,ECONOMICAL,20X40,BONE,STENCIL	52121701	N/A	N/A
Deleted	18790797	344395	TOWEL,BATH,ECONOMICAL,20X40,GREEN	52121701	N/A	N/A
Deleted	18790798	344400	TOWEL,BATH,ECONOMICAL,20X40,GREEN,STENCIL	52121701	N/A	N/A
Deleted	18790800	344396	TOWEL,BATH,ECONOMICAL,20X40,BLUE	52121701	N/A	N/A
Deleted	18790801	344401	TOWEL,BATH,ECONOMICAL,20X40,BLUE,STENCIL	52121701	N/A	N/A
Deleted	18790803	344397	TOWEL,BATH,ECONOMICAL,20X40,ROSE	52121701	N/A	N/A
Deleted	18790804	344402	TOWEL,BATH,ECONOMICAL,20X40,ROSE,STENCIL	52121701	N/A	N/A
Deleted	18767735	297038	BEDSHEET,MUSLIN,WHT,66X108	42132100	N/A	N/A
Deleted	18790895	341588	PILLOW CASE,PERCALE,CRYPTON,WHT,42X36	52121512	N/A	N/A
Deleted	18767736	297037	BEDSHEET,FLAT FITTED,PERCALE,WHT,54X90	42132100	N/A	N/A
Deleted	18790605	344409	BEDSHEET,PERCALE,66X108,BONE	42132100	N/A	N/A
Deleted	18790606	344413	BEDSHEET,PERCALE,81X108,BONE	42132100	N/A	N/A
Deleted	18790647	344370	BEDSHEET,FITTED,PERCALE,39X75X6,BONE	42132100	N/A	N/A
Deleted	18790652	344374	BEDSHEET,FITTED,PERCALE,39X80X9,BONE	42132100	N/A	N/A

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

CN Number: N/A  
SRM Parent Number: N/A  
SAP/SRM Contract Number: 4400004306  
Change Number: 2018-8  
Change Effective Date: 10/24/2018

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG**

**For:** All using Agencies of the Commonwealth  
**Subject:** Supplies Manufactured and Services Performed by Persons with Disabilities;  
UniqueSource Products & Services  
**Contract Period:** Beginning May 4, 2009 and Ending February 28, 2024 (Renewed Indefinitely)  
**Program Manager:** Betty Goodling-Weimer, Tel. 717-787-7324, Fax 717-783-6241

**CHANGE SUMMARY:**

Effective immediately, the UniqueSource office has relocated to 500 Bent Creek Boulevard, Mechanicsburg, PA 17050. Telephone numbers remain the same; and the fax number was previously updated to 717-710-2478. The contract overview has been updated on eMarketplace.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.



CN Number: N/A  
 SRM Parent Number: N/A  
 SAP/SRM Contract Number: 4400004306  
 Change Number: 2018-7  
 Change Effective Date: 10/16/2018

**COMMONWEALTH OF PENNSYLVANIA  
 DEPARTMENT OF GENERAL SERVICES  
 HARRISBURG**

**For:** All using Agencies of the Commonwealth  
**Subject:** Supplies Manufactured and Services Performed by Persons with Disabilities;  
 UniqueSource Products & Services  
**Contract Period:** Beginning May 4, 2009 and Ending February 28, 2024 (Renewed Indefinitely)  
**Program Manager:** Betty Goodling-Weimer, Tel. 717-787-7324, Fax 717-783-6241

**CHANGE SUMMARY:**

The following changes take effect immediately.

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Deleted	18770224	319561	FLASH DRIVE,FLIP,USB,256BIT ENCRYPT,4GB	43201800	N/A	N/A
Deleted	18770225	319562	FLASH DRIVE,FLIP,USB,256BIT ENCRYPT,8GB	43201800	N/A	N/A
Deleted	18770214	319556	FLASH DRIVE,USB,256BIT ENCRYPT,4GB	43201800	N/A	N/A
Deleted	18770215	319557	FLASH DRIVE,USB,256BIT ENCRYPT,8GB	43201800	N/A	N/A
Deleted	18770216	319558	FLASH DRIVE,USB,256BIT ENCRYPT,16GB	43201800	N/A	N/A
Deleted	18770217	343468	FLASH DRIVE,USB,256BIT ENCRYPT,32GB	43201800	N/A	N/A

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Deleted	18767970	347228	PAD,MATTRESS,QUILTED,WHT COVER,30X36	52121506	N/A	N/A
Deleted	18767971	347230	PAD,MATTRESS,QUILTED,WHT COVER,36X54	52121506	N/A	N/A
Deleted	18767972	347229	PAD,MATTRESS,QUILTED,WHT COVER,33X76	52121506	N/A	N/A
Deleted	18767973	347231	PAD,MATTRESS,QUILTED,WHT COVER,36X76	52121506	N/A	N/A
Deleted	18767974	347232	PAD,MATTRESS,QUILTED,WHT COVER,39X76	52121506	N/A	N/A
Deleted	18767975	347233	PAD,MATTRESS,QUILTED,WHT COVER,54X76	52121506	N/A	N/A
Deleted	18787656	297577	POST,MRKR,FIRE HYDRANT,36,BLU,1S-WHT	46161508	N/A	N/A
Deleted	18787657	297578	POST,MRKR,FIRE HYDRANT,36,BLU,2S-WHT	46161508	N/A	N/A
Deleted	18770436	297579	POST,MRKR,FIRE HYDRANT,48,BLU,1S-WHT	46161508	N/A	N/A
Deleted	18770437	297580	POST,MRKR,FIRE HYDRANT,48,BLU,2S-WHT	46161508	N/A	N/A

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

CN Number: N/A  
SRM Parent Number: N/A  
SAP/SRM Contract Number: 4400004306  
Change Number: 2018-6  
Change Effective Date: 8/6/2018

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG**

**For:** All using Agencies of the Commonwealth  
**Subject:** Supplies Manufactured and Services Performed by Persons with Disabilities;  
UniqueSource Products & Services  
**Contract Period:** Beginning May 4, 2009 and Ending February 28, 2024 (Renewed Indefinitely)  
**Program Manager:** Betty Goodling-Weimer, Tel. 717-787-7324, Fax 717-783-6241

**CHANGE SUMMARY:**

The following changes take effect immediately.

The new fax number for UniqueSource is (717) 710-2478.

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
*Delete	18767733	297211	COVER,MATTRESS,COTTON MUSLIN,39X76	52121504	N/A	N/A

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

CN Number: N/A  
SRM Parent Number: N/A  
SAP/SRM Contract Number: 4400004306  
Change Number: 2018-5  
Change Effective Date: 5/15/2018

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG**

**For:** All using Agencies of the Commonwealth  
**Subject:** Supplies Manufactured and Services Performed by Persons with Disabilities;  
UniqueSource Products & Services  
**Contract Period:** Beginning May 4, 2009 and Ending February 28, 2024 (Renewed Indefinitely)  
**Program Manager:** Betty Goodling-Weimer, Tel. 717-787-7324, Fax 717-783-6241

**CHANGE SUMMARY:**

The following changes take effect immediately:

- As allowed by Exhibit A – Special Contract Terms and Conditions, Section 7 – Change Orders, and agreed to by DGS and UniqueSource, DGS is issuing Change Notice #2018-5 to incorporate the most current Department Standard Terms and Conditions. The GSPUR12E and GSPUR12F Standard Terms and Conditions are being replaced with the attached **BOP-1205 Standard Contract Terms and Conditions**. Please note **Section 42 - Background Checks** that applies to UniqueSource, UniqueSource member agencies and any of their subcontractors who will have access to Commonwealth facilities, either through on-site access or through remote access.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

**STANDARD CONTRACT  
TERMS AND CONDITIONS – ELECTRONIC CONTRACT**

**1. TERM OF CONTRACT**

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 Contractor and the Commonwealth (signed and approved as required by Commonwealth contracting procedures) or b) the "Valid from" date printed on the Contract, whichever is later.

**2. EXTENSION OF CONTRACT TERM**

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

**3. SIGNATURES**

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 may be electronically signed 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 acknowledgment 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.

#### **4. DEFINITIONS**

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.

#### **5. PURCHASE ORDERS**

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 may be electronically signed 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 acknowledgement 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.

## **6. INDEPENDENT PRIME CONTRACTOR**

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.

## **7. DELIVERY**

- a. **Supplies Delivery:** 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.

- b. **Delivery of Services:** The Contractor shall proceed with all due diligence in the performance of the services with qualified personnel, in accordance with the completion criteria set forth in the Contract.

## **8. ESTIMATED QUANTITIES**

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.

## **9. WARRANTY**

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.

## **10. PATENT, COPYRIGHT, AND TRADEMARK INDEMNITY**

The Contractor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any 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.

## **11. OWNERSHIP RIGHTS**

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.

## **12. ACCEPTANCE**

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.

## **13. PRODUCT CONFORMANCE**

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

- a. Provide certified data from laboratory testing performed by the Contractor, or performed by an independent laboratory, as specified by the Commonwealth.
- b. Supply published manufacturer product documentation.
- c. Permit a Commonwealth representative to witness testing at the Contractor's location or at an independent laboratory.
- d. Complete a survey/questionnaire relating to the bid requirements and specifications.

- e. Provide customer references.
- f. Provide a product demonstration at a location near Harrisburg or the using agency location.

**14. REJECTED MATERIAL NOT CONSIDERED ABANDONED**

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.

**15. COMPLIANCE WITH LAW**

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

**16. ENVIRONMENTAL PROVISIONS**

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. § 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. § 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. § 693.1.

**17. POST-CONSUMER RECYCLED CONTENT**

- a. Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified on the Department of General Services website at [www.dgs.state.pa.us](http://www.dgs.state.pa.us) on the date of submission of the bid, proposal or contract offer.
- b. **Recycled Content Enforcement:** 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.

**18. COMPENSATION**

- a. **Compensation for Supplies:** 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.

- b. **Compensation for Services:** The Contractor shall be required to perform the specified services at the price(s) quoted in the Contract. All services shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for work performed to the satisfaction of the Commonwealth. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract.

## **19. BILLING REQUIREMENTS**

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:

- a. Vendor name and "Remit to" address, including SAP Vendor number;
- b. Bank routing information, if ACH;
- c. SAP Purchase Order number;
- d. Delivery Address, including name of Commonwealth agency;
- e. Description of the supplies/services delivered in accordance with SAP Purchase Order (include purchase order line number if possible);
- f. Quantity provided;
- g. Unit price;
- h. Price extension;
- i. Total price; and
- j. 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.

## **20. PAYMENT**

- 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.
- c. The Commonwealth will make contract payments through Automated Clearing House (ACH).
  - 1) 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).
  - 2) 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.
  - 3) 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.

## **21. TAXES**

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. 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.

## **22. ASSIGNMENT OF ANTITRUST CLAIMS**

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.

## **23. COMMONWEALTH HELD HARMLESS**

- 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.

## **24. AUDIT PROVISIONS**

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.

## **25. DEFAULT**

- a. The Commonwealth may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract or any Purchase Order for any of the following reasons:

- 1) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;
  - 2) Failure to perform the work with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the Contract or Purchase Order terms;
  - 3) Unsatisfactory performance of the work;
  - 4) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
  - 5) Improper delivery;
  - 6) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;
  - 7) Delivery of a defective item;
  - 8) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
  - 9) Discontinuance of work without approval;
  - 10) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
  - 11) Insolvency or bankruptcy;
  - 12) Assignment made for the benefit of creditors;
  - 13) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
  - 14) Failure to protect, to repair, or to make good any damage or injury to property;
  - 15) Breach of any provision of the Contract;
  - 16) Failure to comply with representations made in the Contractor's bid/proposal; or
  - 17) Failure to comply with applicable industry standards, customs, and practice.
- b. In the event that the Commonwealth terminates this Contract or any Purchase Order in whole or in part as provided in Subparagraph a. above, the Commonwealth may procure, upon such terms and in such manner as it determines, items similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items included within the terminated part of the Contract or Purchase Order.

- c. If the Contract or a Purchase Order is terminated as provided in Subparagraph a. above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract or Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the Commonwealth against loss.
- d. The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- e. The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.
- f. Following exhaustion of the Contractor's administrative remedies as set forth in the Contract Controversies Provision of the Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

## **26. FORCE MAJEURE**

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.

## 27. TERMINATION PROVISIONS

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 Subparagraph a.

## 28. CONTRACT CONTROVERSIES

- 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.

## **29. ASSIGNABILITY AND SUBCONTRACTING**

- 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.

## **30. OTHER CONTRACTORS**

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.

### **31. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE**

The Contractor agrees:

- a.** In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- b.** Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
- c.** The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
- d.** The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- e.** The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers’ subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the

Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

- f. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- g. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- h. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

## 32. CONTRACTOR INTEGRITY PROVISIONS

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

- 1. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
  - a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
  - b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
  - c. **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.
  - d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
  - e. **"Financial Interest"** means either:
    - (1) Ownership of more than a five percent interest in any business; or
    - (2) Holding a position as an officer, director, trustee, partner, employee,

or holding any position of management.

- f. **“Gratuity”** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the [\*Governor’s Code of Conduct, Executive Order 1980-18\*](#), the *4 Pa. Code §7.153(b)*, shall apply.
  - g. **“Non-bid Basis”** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
2. In furtherance of this policy, Contractor agrees to the following:
- a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
  - b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
  - c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
  - d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor’s financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor’s submission of the contract signed by Contractor.
  - e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

    - (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
    - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;

- (3) had any business license or professional license suspended or revoked;
- (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
- (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

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

- f. Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.
- g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical

standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

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

### **33. CONTRACTOR RESPONSIBILITY PROVISIONS**

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

- a. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- b. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- c. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during

the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

- d. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- e. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- f. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <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

#### **34. AMERICANS WITH DISABILITIES ACT**

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

#### **35. HAZARDOUS SUBSTANCES**

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 34 Pa. Code Section 301.1 et seq.

- a. Labeling. The Contractor shall insure that each individual product (as well as the carton, container or package in which the product is shipped) of any of the following substances (as defined by the Act and the regulations) supplied by the Contractor is clearly labeled, tagged or marked with the information listed in Paragraph (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.

### **36. COVENANT AGAINST CONTINGENT FEES**

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.

### **37. APPLICABLE LAW**

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or

defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

### **38. INTEGRATION**

This Contract, including 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.

### **39. ORDER OF PRECEDENCE**

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 solicitation; and the Contractor's response to the solicitation.

### **40. CONTROLLING TERMS AND CONDITIONS**

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.

### **41. CHANGES**

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.

## **42. BACKGROUND CHECKS**

- a. The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth facilities, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.psp.state.pa.us/psp/lib/psp/sp4-164.pdf>. The background check must be conducted prior to initial access and every five (5) years thereafter.
- b. Before the Commonwealth will permit access to the Contractor, the Contractor must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that a Contractor employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this Section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of the Commonwealth may result in the Contractor being deemed in default of its Contract.
- c. The Commonwealth specifically reserves the right of the Commonwealth to conduct background checks over and above that described herein.
- d. Access to certain Capitol Complex buildings and other state office buildings is controlled by means of card readers and secured visitors' entrances. Commonwealth contracted personnel who have regular and routine business in Commonwealth worksites may be issued a photo identification or access badge subject to the requirements of the contracting agency and DGS set forth in Enclosure 3 of Commonwealth Management Directive 625.10 (Amended) Card Reader and Emergency Response Access to Certain Capitol Complex Buildings and Other State Office Buildings. The requirements, policy and procedures include a processing fee payable by the Contractor for contracted personnel photo identification or access badges.

## **43. CONFIDENTIALITY**

- a. The Contractor agrees to guard the confidentiality of the Commonwealth's confidential information with the same diligence with which it guards its own proprietary information. If the Contractor needs to disclose all or part of project materials to third parties to assist in the work or service performed for the Commonwealth, it may do so only if such third parties sign agreements containing substantially the same provisions as contained in this Section. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed to be confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party. The parties agree that such confidential information shall not be copied, in whole or in part, except when essential for authorized use under this Contract. Each copy of such confidential

information shall be marked by the party making the copy with all confidentiality notices appearing in the original. Upon termination or cancellation of this Contract or any license granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only. Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this Contract, and at the discretion of the non-breaching party, result in termination for default.

- b. The obligations stated in this Section do not apply to information:
  - 1) already known to the recipient at the time of disclosure other than through the contractual relationship;
  - 2) independently generated by the recipient and not derived from the information supplied by the disclosing party;
  - 3) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
  - 4) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
  - 5) required to be disclosed by the recipient by law, regulation, court order, or other legal process.
- c. There shall be no restriction with respect to the use or disclosure of any ideas, concepts, know-how, or data processing techniques developed alone or jointly with the Commonwealth in connection with services provided to the Commonwealth under this Contract.

#### **44. MANUFACTURER'S PRICE REDUCTION**

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.

#### **45. NOTICE**

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

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

#### **46. RIGHT TO KNOW LAW**

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
  - 1) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
  - 2) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.
- g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule

established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

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

#### **47. ENHANCED MINIMUM WAGE PROVISIONS**

- a. **Enhanced Minimum Wage.** Contractor/Lessor agrees to pay no less than \$10.15 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.
- b. **Adjustment.** Beginning January 1, 2017, and annually thereafter, Contractor/Lessor shall pay its employees described in Paragraph 1. above an amount that is no less than the amount previously in effect; increased from such amount by the annual percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (United States city average, all items, not seasonally adjusted), or its successor publication as determined by the United States Bureau of Labor Statistics; and rounded to the nearest multiple of \$0.05. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
- c. **Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:
  - 1. exempt from the minimum wage under the Minimum Wage Act of 1968;
  - 2. covered by a collective bargaining agreement;
  - 3. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
  - 4. required to be paid a higher wage under any state or local policy or ordinance.
- d. **Notice.** Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.

- e. **Records.** Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
- f. **Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
- g. **Subcontractors.** Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

CN Number: N/A  
 SRM Parent Number: N/A  
 SAP/SRM Contract Number: 4400004306  
 Change Number: 2018-4  
 Change Effective Date: 4/12/2018

**COMMONWEALTH OF PENNSYLVANIA  
 DEPARTMENT OF GENERAL SERVICES  
 HARRISBURG**

**For:** All using Agencies of the Commonwealth  
**Subject:** Supplies Manufactured and Services Performed by Persons with Disabilities;  
 UniqueSource Products & Services  
**Contract Period:** Beginning May 4, 2009 and Ending February 28, 2024 (Renewed Indefinitely)  
**Program Manager:** Betty Goodling-Weimer, Tel. 717-787-7324, Fax 717-783-6241

**CHANGE SUMMARY:**

The following changes take effect immediately:

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
*Delete	18767916	344037	PEN,BALLPOINT,RTRCTBL,MTL TIP,MED,BLK Staples SKU 748465	44121700	N/A	N/A
Added	22733316	355568	APRON,COBBLER STYLE,30X19,BLACK	46181501	\$ 6.72	EA
Change in Material Master #	18767591	Change From 318153 to 311890	SHOVEL,SQ PT,#2STL,48IN FIBERGLS HNDL	22000000	\$ 41.44	EA
Change in Material Master #	18767593	Change From 318155 to 311891	SHOVEL,SCP,#2STL,48IN FIBERGLS HNDL	22000000	\$ 36.87	EA

\*The referenced UniqueSource office supplies are currently available for purchase on the DGS Statewide Contract for Office Supplies. These items will be deleted from the Contract after stock has been depleted at the Staples warehouses.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.



CN Number: N/A  
SRM Parent Number: N/A  
SAP/SRM Contract Number: 4400004306  
Change Number: 2018-3  
Change Effective Date: 1/30/2018

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG**

**For:** All using Agencies of the Commonwealth  
**Subject:** Supplies Manufactured and Services Performed by Persons with Disabilities;  
UniqueSource Products & Services  
**Contract Period:** Beginning May 4, 2009 and Ending February 28, 2024 (Renewed Indefinitely)  
**Program Manager:** Betty Goodling-Weimer, Tel. 717-787-7324, Fax 717-783-6241

**CHANGE SUMMARY:**

The attached UniqueSource **Carve-Out List** has been revised to include, but not limited to, the following changes:

- Reference the link to the UniqueSource eCommerce site
- Reference that the UniqueSource eCommerce site includes both contract and non-contract items, and how to identify the contract items
- Deleted gift baskets
- Expand definitions and reference examples
- Any statement of work that includes a call center, contact center, help desk, service desk or support center component must be submitted to the DGS Program Manager to determine if the service requirements fall within the carve-out for UniqueSource.

Inventory for plastic liners has been depleted at the UniqueSource member agency warehouse; therefore, the remaining three (3) plastic liners have been deleted from contract. The Commonwealth may order replacement liners from another vendor, in accordance to the Purchasing Handbook and thresholds until comparable liners are available for purchase on the new DGS Statewide Contract for Polyethylene Trash Can Liners (Lot 3), which will not be effective until February/March 2018 timeframe.

Type of Change	Supplier Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Delete	18780702	317985	LINER,PLASTIC,CLR,16X14X36,1.6MIL,250/CS	47121701	N/A	N/A
Delete	18780708	325038	LINER,PLASTIC,CLR,23X17X46,0.9MIL,100/CS	47121701	N/A	N/A
Delete	18780710	325037	LINER,PLASTIC,CLR,23X20X48,3.3MIL,60/CS	47130000	N/A	N/A

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

**EXHIBIT A (REV. 01-30-2018)**  
**UNIQUESOURCE PRODUCTS & SERVICES**  
**CARVE-OUT LIST OF GOODS AND SERVICES**

For all Goods and Services listed below, the Operational Agreement between UniqueSource Products & Services (formerly PIBH) and the Department of General Services (Department) requires Commonwealth Purchasing Agencies (Commonwealth) to consult the UniqueSource eCommerce site (<http://www.costore.com/UniqueSourcePA/usercustom/splash.asp>). If the UniqueSource eCommerce site does not include pricing for a particular Good or Service, the Commonwealth shall contact the Department's Program Manager to request the establishment of a fair market price for the desired Good or Service. If/when it is determined that UniqueSource has the capability and capacity to provide the Good or Service, the Commonwealth shall offer these Goods or Services to UniqueSource at a Department-established fair market price. If UniqueSource declines the opportunity to provide the Goods or Services through any of their member agencies, the Commonwealth may then proceed to purchase the Goods or Services through another procurement method.

The UniqueSource eCommerce site includes both Department-approved contracted goods and services, and non-contracted goods and services. The Department-approved contracted goods and services are mandatory purchases, and are identified with a "**CWOPA Contract**" logo. The Commonwealth is not mandated to purchase any non-contracted goods and services from UniqueSource. Commonwealth procurement policies, regulations and thresholds apply to the non-contract goods and services.

**Goods:**

eCommerce Site includes, but is not limited to:

- **Chemical Cleaners:** asphalt release agent, disinfectants, degreasers, emulsifiers, tar/grease removers, vehicle cleaner
- **Clothing:** baseball caps, bibs, pajamas, patient gowns, sweatpants, sweatshirts
- **Décor:** draperies, mini-blinds, shades, vertical blinds
- **Domestics:** apron, bath towels, bath mats, bed linens, dish towel, kitchen dish cloth, shower curtains, washcloths
- **Food:** decaffeinated coffee, food service kits
- **Hand Tools:** construction, impact, landscape, tree shelters
- **Housekeeping:** brooms, mops, laundry bags/liners, scrub cloths, toilet tissue, bathroom supplies
- **Office Supplies:** writing instruments, picture frames, remanufactured toner cartridges, dry erase/bulletin/cork boards
- **Roadside Traffic Devices:** roll-up safety signs, overlay patches, specialty folding aluminum signs, delineation devices, LED warning lights
- **Safety Gear:** T-shirts, sweatshirts, sweatpants, leggings, chaps, vests, hard hats, emergency blankets, poly bags
- **Logo Items:** silk-screening clothing

**Services:**

- **Assembly:** Where the Commonwealth has component parts requiring assembly, assemble the parts to Commonwealth specifications.
- **Call Center/Contact Center/Help Desk/Service Desk/Support Center:** Due to the broad array of services, any statement of work that includes a call center, contact center, help desk, service desk, or support center component must be submitted to the DGS Program Manager to determine if the service requirements fall within the carve-out for UniqueSource.
- **Rolled Carpet and Carpet Tile Installation:** Carve-out is for installation services only; however, UniqueSource is also an authorized dealer for flooring material on the DGS Statewide Multiple Award Contract for Commercial Carpet and Carpet Installation.
- **Carpet Cleaning:** Includes recurring and one-time services within York, Cumberland, Dauphin, Lancaster, Lebanon & Perry counties
- **Catering:** Only in the service areas of UniqueSource member agencies listed below, assemble and deliver **basic boxed lunches and/or cold buffets** to purchasing agency specifications:

○ **Member Agency:**

CPARC - "**The Sassy Gourmet**"  
(boxed lunches and cold buffets)

**Quest Catering**  
(boxed lunches only)

**Service area:**

Cumberland and Dauphin Counties within a 15-mile radius of Mechanicsburg

Lebanon, Dauphin, Schuylkill, Lancaster and Berks Counties

**EXHIBIT A (REV. 01-30-2018)**  
**UNIQUESOURCE PRODUCTS & SERVICES**  
**CARVE-OUT LIST OF GOODS AND SERVICES**

- **Custodial/Janitorial:** Includes a variety of cleaning and maintenance duties on customized schedules.
- **Digital Document and Electronic Content Management:** Includes, but not limited to, digitization project consultation including development of a Statement of Work, secure transport of source materials, preparation and scanning and imaging of source materials, indexing of imaged data, redaction, physical data storage, electronic data storage and retrieval and other related services the Commonwealth may desire to comply with mandated record retention policies.
  - The Commonwealth shall first offer Digital Document and Electronic Content Management Services to Department of Revenue, Bureau of Imaging & Document Management. If Department of Revenue is not capable of, and/or not interested in, providing the services, the Commonwealth is statutorily required to offer the service to UniqueSource at a Department-established fair market price.
- **Document Shredding (Off-Site):** Ongoing or one-time purge of confidential and non-confidential documents.
  - Any Commonwealth agency located within the Harrisburg Capitol Complex and surrounding area shall first refer to the DGS Statewide Requirements Contract for Document Shredding Services. If services are not available at a specific location within the Harrisburg Capitol Complex, then the Commonwealth is statutorily required to offer the service to UniqueSource at a Department-established fair market price.
- **Grounds Maintenance:** Includes, but not limited to, mowing, edging, trimming, fertilizing, weed control and leaf removal.
- **Mail Preparation:** All aspects of mailing services, including but not limited to, copying, collating, folding, inserting, bulk-rate mailing.
  - The Commonwealth shall first offer mail preparation services to the Department's Bureau of Publications. If Bureau of Publications is not capable of, or not interested in, providing the services, then the Commonwealth purchasing agency is statutorily required to offer the service to UniqueSource at a Department-established fair market price.
- **Packaging/Repackaging:** Where the Commonwealth has goods on hand, package or repackage the goods according to purchasing agency specifications.
- **PennDOT Driver License and Identification Card Program**
- **PennDOT Rest Area/Welcome Center Sites:** Provide 24/7 day-to-day custodial, janitorial, and grounds maintenance services; and optional ancillary services, which may include, but not limited to, snow removal, landscaping, electrical, plumbing, painting, carpentry, building and site equipment maintenance, water and wastewater treatment.
- **Vending Services:** The Commonwealth is statutorily required to offer vending services to the Department of Labor & Industry, Bureau of Blindness and Visual Services (BBVS). If BBVS does not have any clients interested in providing vending services at a specific location, then the service must be offered to UniqueSource at a Department-established fair market price.

CN Number: N/A  
 SRM Parent Number: N/A  
 SAP/SRM Contract Number: 4400004306  
 Change Number: 2018-2  
 Change Effective Date: 1/11/2018

**COMMONWEALTH OF PENNSYLVANIA  
 DEPARTMENT OF GENERAL SERVICES  
 HARRISBURG**

**For:** All using Agencies of the Commonwealth  
**Subject:** Supplies Manufactured and Services Performed by Persons with Disabilities;  
 UniqueSource Products & Services  
**Contract Period:** Beginning May 4, 2009 and Ending February 28, 2024 (Renewed Indefinitely)  
**Program Manager:** Betty Goodling-Weimer, Tel. 717-787-7324, Fax 717-783-6241

**CHANGE SUMMARY:**

The following changes are effective January 11, 2018:

Type of Change	Supplier Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Delete	18780706	317986	LINER,PLASTIC,CLR,23X20X48,2.2MIL,100/CS	47121701	N/A	N/A
Delete	18780707	327740	LINER,PLASTIC,CLR,16X14X36,0.9MIL,200/CS	47121701	N/A	N/A
Delete	18780709	327741	LINER,PLASTIC,CLR,23X17X46,2.0MIL,100/CS	47121701	N/A	N/A

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

CN Number: N/A  
 SRM Parent Number: N/A  
 SAP/SRM Contract Number: 4400004306  
 Change Number: 2018-1  
 Change Effective Date: 1/2/2018

**COMMONWEALTH OF PENNSYLVANIA  
 DEPARTMENT OF GENERAL SERVICES  
 HARRISBURG**

**For:** All using Agencies of the Commonwealth  
**Subject:** Supplies Manufactured and Services Performed by Persons with Disabilities;  
 UniqueSource Products & Services  
**Contract Period:** Beginning May 4, 2009 and Ending February 28, 2024 (Renewed Indefinitely)  
**Program Manager:** Betty Goodling-Weimer, Tel. 717-787-7324, Fax 717-783-6241

**CHANGE SUMMARY:**

Effective January 2, 2018, the contract price list for materials with pre-established fair market prices has been updated in accordance to the annual price adjustment clause referenced in the DGS-UniqueSource Operational Agreement. **The revised price list is attached to the contract overview form posted on eMarketplace.**

In addition to the standard annual price adjustments, the following changes apply:

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
Re-Established Fair Market Price	18780700	288573	TISSUE,TOILET,4.0"X4.05",1PLY,80/CS	14111703	\$ 40.12	EA
*Delete	18770202	343984	LABELS,MAILING,LSR,CLR,1X4-1/8,1000/BX	55121600	N/A	N/A
*Delete	18770203	343982	LABELS,MAILNG,LSR,CLR,1-1/3X4-1/8,700/BX	55121600	N/A	N/A

Type of Change	UniqueSource Product SKU	Material Master	Short text description	Product Category	Unit Price	UOM
*Delete	18770200	343981	LABELS,MAILING,LSR,CLR,1/2X1-3/4,2000/BX	55121600	N/A	N/A
*Delete	18770201	343983	LABELS,MAILING,LSR,CLR,1X2-5/8,1500/BX	55121600	N/A	N/A
*Delete	18787755	344377	BINDER,CARDBOARD,CORRUGATED, 1 INCH, 8.5X11	44122000	N/A	N/A
*Delete	18787758	344378	BINDER,CARDBOARD,CORRUGATED, 2 INCH, 8.5X11	44122000	N/A	N/A
*Delete	18768519	343679	REMANUFACTURED TONER CARTRIDGE, BLK,T630,T632,T634	44103100	N/A	N/A
*Delete	18768520	343680	REMANUFACTURED TONER CARTRIDGE, BLK,T632,T634	44103100	N/A	N/A
*Delete	18768532	343684	REMANUFACTURED TONER CARTRIDGE, BLK,92298X	44103100	N/A	N/A
*Delete	18768543	343701	REMANUFACTURED TONER CARTRIDGE, HP,CB435A	44103100	N/A	N/A
*Delete	18768559	343719	REMANUFACTURED TONER CARTRIDGE, HP,Q7551X	44103100	N/A	N/A
*Delete	18768526	343693	REMANUFACTURED TONER CARTRIDGE, BLK,CE255X	44103100	N/A	N/A

\*The referenced UniqueSource office supplies are currently available for purchase on the DGS Statewide Contract for Office Supplies. These items will be deleted from the DGS Statewide Office Supplies Contract after stock has been depleted at the Staples warehouses.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.