



**FULLY EXECUTED - CHANGE 2**

Contract Number: 4400009689

Original Contract Effective Date: 05/15/2012

Contract Change Date: 04/18/2017

Valid From: 07/01/2012 To: 09/30/2017

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

**Purchasing Agent**

Name: Franklin Adraine

Phone: 717-787-8085

Fax: 717-783-6241

Your SAP Vendor Number with us: 364839

**Supplier Name/Address:**

GRETA LYNN FAIRBANKS

419 Longmeadow Rd

Lancaster PA 17601 US

Supplier Phone Number: 7177992205

**Please Deliver To:**

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

**Contract Name:**

9012 Sign Language Interpreters

**Payment Terms**

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

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

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
1	Standard Sign Language Interpretation	0.000	Hour	0.00	1	0.00
<b>Item Text</b>						
July 1, 2012 through June 30, 2017						
-----						
*** Validity Period Changed ***						
2	Medical Sign Language Interpretation	0.000	Hour	0.00	1	0.00
<b>Item Text</b>						
July 1, 2012 through June 30, 2017						
-----						
*** Validity Period Changed ***						
3	AOPC Cert Sign Language Interpretation	0.000	Hour	0.00	1	0.00

**Information:**

Supplier's Signature \_\_\_\_\_

Title \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_



FULLY EXECUTED - CHANGE 2  
Contract Number: 4400009689  
Original Contract Effective Date: 05/15/2012  
Contract Change Date: 04/18/2017  
Valid From: 07/01/2012 To: 09/30/2017

Supplier Name:  
GRETA LYNN FAIRBANKS

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b> July 1, 2012 through June 30, 2017						
-----						
*** Validity Period Changed ***						
4	After Hours/Holiday Sign Language Interp	0.000	Hour	0.00	1	0.00
<b>Item Text</b> July 1, 2012 through June 30, 2017						
-----						
*** Validity Period Changed ***						
5	Travel	0.000	Each	0.00	1	0.00
-----						

**General Requirements for all Items:**

**Header Text**

The Commonwealth has exercised its option to extend this contract for 3 months effective July 1, 2017 through September 30, 2017.

Services to provide sign language interpreting and transliterating services for all using agencies of the Commonwealth that require the services of an interpreter or transliterator for business functions.

Greta Fairbanks is available in the following counties: Adams, Berks, Bucks, Cumberland, Dauphin, Lancaster, Lebanon, Mifflin, Perry, Schuylkill and York. Please refer to Attachment A, Hourly Rate and County Capability and the Statement of Work for more information on procurement of these services.

Greta Fairbanks Contact Information:

Greta Fairbanks  
328 Cobblers Court  
Lititz, PA 17543  
Phone: 717-560-4738  
email: gretafairbanks@comcast.net

Contract Administrator:

Corey Walters  
DGS Procurement  
555 Walnut Street,6th Floor  
Harrisburg, PA 17101  
Phone: 717-787-8085  
email: cowalters@pa.gov

No further information for this Contract

**Information:**



**FULLY EXECUTED - CHANGE 1**  
Contract Number: 4400009689  
Original Contract Effective Date: 05/15/2012  
Contract Change Date: 09/08/2016  
Valid From: 07/01/2012 To: 06/30/2017

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

Your SAP Vendor Number with us: 364839

**Purchasing Agent**

Name: Franklin Adraine  
Phone: 717-787-8085  
Fax: 717-783-6241

**Supplier Name/Address:**  
GRETA LYNN FAIRBANKS  
419 Longmeadow Rd  
Lancaster PA 17601 US

Supplier Phone Number: 7177992205

**Please Deliver To:**

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

**Contract Name:**  
9012 Sign Language Interpreters

**Payment Terms**  
NET 30

Solicitation No.: \_\_\_\_\_ Issuance Date: \_\_\_\_\_  
Supplier Bid or Proposal No. (if applicable): \_\_\_\_\_ Solicitation Submission Date: \_\_\_\_\_

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

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Standard Sign Language Interpretation <b>Item Text</b> July 1, 2012 through June 30, 2017	0.000	Hour	0.00	1	0.00
2	Medical Sign Language Interpretation <b>Item Text</b> July 1, 2012 through June 30, 2017	0.000	Hour	0.00	1	0.00
3	AOPC Cert Sign Language Interpretation <b>Item Text</b> July 1, 2012 through June 30, 2017	0.000	Hour	0.00	1	0.00
4	After Hours/Holiday Sign Language Interp	0.000	Hour	0.00	1	0.00

**Information:**

Supplier's Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_

Title \_\_\_\_\_  
Date \_\_\_\_\_



**FULLY EXECUTED - CHANGE 1**

Contract Number: 4400009689

Original Contract Effective Date: 05/15/2012

Contract Change Date: 09/08/2016

Valid From: 07/01/2012 To: 06/30/2017

**Supplier Name:**

GRETA LYNN FAIRBANKS

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
July 1, 2012 through June 30, 2017						
-----						
5	Travel	0.000	Each	0.00	1	0.00
-----						

**General Requirements for all Items:**

**Header Text**

Services to provide sign language interpreting and transliterating services for all using agencies of the Commonwealth that require the services of an interpreter or transliterator for business functions.

Greta Fairbanks is available in the following counties: Adams, Berks, Bucks, Cumberland, Dauphin, Lancaster, Lebanon, Mifflin, Perry, Schuylkill and York. Please refer to Attachment A, Hourly Rate and County Capability and the Statement of Work for more information on procurement of these services.

**Greta Fairbanks Contact Information:**

Greta Fairbanks  
328 Cobblers Court  
Lititz, PA 17543  
Phone: 717-560-4738  
email: gretafairbanks@comcast.net

**Contract Administrator:**

Corey Walters  
DGS Procurement  
555 Walnut Street,6th Floor  
Harrisburg, PA 17101  
Phone: 717-787-8085  
email: cowalters@pa.gov

No further information for this Contract

**Information:**



**FULLY EXECUTED**  
**Contract Number: 4400009689**  
Contract Effective Date: 05/15/2012  
Valid From: 07/01/2012 To: 06/30/2017

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

**Purchasing Agent**  
**Name: Walters Corey**  
**Phone: 717-787-8085**  
**Fax: 717-346-3820**

Your SAP Vendor Number with us: 364839

**Supplier Name/Address:**  
Greta Lynn Fairbanks  
328 cobblers ct  
Lititz PA 17543-7768 US

**Please Deliver To:**

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

**Supplier Phone Number: 7175604738**

**Contract Name:**  
9012 Sign Language Interpretation -Greta

**Payment Terms**  
NET 30

Solicitation No.: Issuance Date:

Supplier Bid or Proposal No. (if applicable): Solicitation Submission Date:

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

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Standard Sign Language Interpretation <b>Item Text</b> July 1, 2012 through June 30, 2017	0.000	Hour	0.00	1	0.00
2	Medical Sign Language Interpretation <b>Item Text</b> July 1, 2012 through June 30, 2017	0.000	Hour	0.00	1	0.00
3	AOPC Cert Sign Language Interpretation <b>Item Text</b> July 1, 2012 through June 30, 2017	0.000	Hour	0.00	1	0.00
4	After Hours/Holiday Sign Language Interp	0.000	Hour	0.00	1	0.00

**Information:**

Supplier's Signature \_\_\_\_\_

Title \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_



**FULLY EXECUTED**  
**Contract Number: 4400009689**  
Contract Effective Date: 05/15/2012  
Valid From: 07/01/2012 To: 06/30/2017

**Supplier Name:**  
Greta Lynn Fairbanks

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
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**Item Text**

July 1, 2012 through June 30, 2017

**General Requirements for all Items:**

**Header Text**

Services to provide sign language interpreting and transliterating services for all using agencies of the Commonwealth that require the services of an interpreter or transliterator for business functions.

Greta Fairbanks is available in the following counties: Adams, Berks, Bucks, Cumberland, Dauphin, Lancaster, Lebanon, Mifflin, Perry, Schuylkill and York. Please refer to Attachment A, Hourly Rate and County Capability and the Statement of Work for more information on procurement of these services.

**Greta Fairbanks Contact Information:**

Greta Fairbanks  
328 Cobblers Court  
Lititz, PA 17543  
Phone: 717-560-4738  
email: gretafairbanks@comcast.net

**Contract Administrator:**

Corey Walters  
DGS Procurement  
555 Walnut Street,6th Floor  
Harrisburg, PA 17101  
Phone: 717-787-8085  
email: cowalters@pa.gov  
No further information for this Contract

**Information:**

**Attachment A - Hourly Rate and County Capability**

**Contractor Name:**

**\*Contractors shall select the counties and specific service areas for which they are capable of providing interpretation services and place an X in each County for each service area. Enter the hourly rate w/no more than two decimals. For after hours and holidays, and long term assignments, the hourly rate is being automatically populated once the standard rate is filled in. If you are not available for after hours and holidays, and long term assignments, do not mark that you are available. Pricing for terms is listed on each tab of the workbook. Please enter pricing accordingly.**

**For AOPC services, independent interpreters shall be paid the highest fee in accordance with the AOPC Compensation Schedule as referenced in Section V. Resources/AOPC Listing . For AOPC requirements, if applicable, interpreters shall indicate for which county(ies) they can provide interpreters who have the AOPC certification. For companies with AOPC interpreters, the companies shall indicate which counties in which they have interpreters for, and then at the end of this attachment, provide their administrative fee for the AOPC interpreters. \***

Counties	Standard		Medical		After Hours & Holidays		Long Term Assignments		AOPC Capability
	Capability	Hourly Rate	Capability	Hourly Rate	Capability	Hourly Rate	Capability	Hourly Rate	
Adams	X	\$ 45.00	X	\$ 45.00	X	\$ 67.50		\$ 27.00	X
Allegheny						\$ -		\$ -	
Armstrong						\$ -		\$ -	
Beaver						\$ -		\$ -	
Bedford						\$ -		\$ -	
Berks	X	\$ 45.00	X	\$ 45.00	x	\$ 67.50		\$ 27.00	X
Blair						\$ -		\$ -	
Bradford						\$ -		\$ -	
Bucks	X	\$ 45.00	X	\$ 45.00	X	\$ 67.50		\$ 27.00	X
Butler						\$ -		\$ -	
Cambria						\$ -		\$ -	
Cameron						\$ -		\$ -	
Carbon						\$ -		\$ -	
Centre						\$ -		\$ -	
Chester						\$ -		\$ -	
Clarion						\$ -		\$ -	
Clearfield						\$ -		\$ -	
Clinton						\$ -		\$ -	
Columbia						\$ -		\$ -	
Crawford						\$ -		\$ -	

**Attachment A - Hourly Rate and County Capability**

Counties	Standard		Medical		After Hours & Holidays		Long Term Assignments		AOPC
Cumberland	X	\$ 45.00	X	\$ 45.00	X	\$ 67.50		\$ 27.00	X
Dauphin	X	\$ 45.00	X	\$ 45.00	X	\$ 67.50		\$ 27.00	X
Delaware						\$ -		\$ -	
Elk						\$ -		\$ -	
Erie						\$ -		\$ -	
Fayette						\$ -		\$ -	
Forest						\$ -		\$ -	
Franklin						\$ -		\$ -	
Fulton						\$ -		\$ -	
Greene						\$ -		\$ -	
Huntington						\$ -		\$ -	
Indiana						\$ -		\$ -	
Jefferson						\$ -		\$ -	
Juniata						\$ -		\$ -	
Lackawanna						\$ -		\$ -	
Lancaster	X	\$ 45.00	X	\$ 45.00	X	\$ 67.50		\$ 27.00	X
Lawrence						\$ -		\$ -	
Lebanon	X	\$ 45.00	X	\$ 45.00	X	\$ 67.50		\$ 27.00	X
Lehigh						\$ -		\$ -	
Luzerne						\$ -		\$ -	
Lycoming						\$ -		\$ -	
McKean						\$ -		\$ -	
Mercer						\$ -		\$ -	
Mifflin	X	\$ 45.00	X	\$ 45.00	X	\$ 67.50		\$ 27.00	X
Monroe						\$ -		\$ -	
Montgomery						\$ -		\$ -	
Montour						\$ -		\$ -	
Northampton						\$ -		\$ -	
Northumberland						\$ -		\$ -	
Perry	X	\$ 45.00	X	\$ 45.00	X	\$ 67.50		\$ 27.00	X
Philadelphia						\$ -		\$ -	
Pike						\$ -		\$ -	



**Attachment A - Hourly Rate and County Capability**

Counties	Standard		Medical		After Hours & Holidays		Long Term Assignments		AOPC
Potter						\$ -		\$ -	
Schuykill	X	\$ 45.00	X	\$ 45.00	X	\$ 67.50		\$ 27.00	X
Snyder						\$ -		\$ -	
Somerset						\$ -		\$ -	
Sullivan						\$ -		\$ -	
Susquehanna						\$ -		\$ -	
Tioga						\$ -		\$ -	
Union						\$ -		\$ -	
Venango						\$ -		\$ -	
Warren						\$ -		\$ -	
Washington						\$ -		\$ -	
Wayne						\$ -		\$ -	
Westmoreland						\$ -		\$ -	
Wyoming						\$ -		\$ -	
York	X	\$ 45.00	X	\$ 45.00	X	\$ 67.50		\$ 27.00	X

\*Administrative hourly fee for companies who provide AOPC interpreters:

Contractor Name:

\*Contractors shall select the counties and specific service areas for which they are capable of providing interpretation services and place an X in each County for each service area. Enter the hourly rate w/no more than two decimals. For after hours and holidays, and long term assignments, the hourly rate is being automatically populated once the standard rate is filled in. If you are not available for after hours and holidays, and long term assignments, do not mark that you are available.

For AOPC services, independent interpreters shall be paid the highest fee in accordance with the AOPC Compensation Schedule as referenced in Section V. Resources/AOPC Listing . For AOPC requirements, if applicable, interpreters shall indicate for which county(ies) they can provide interpreters who have the AOPC certification. For companies with AOPC interpreters, the companies shall indicate which counties in which they have interpreters for, and then at the end of this attachment, provide their administrative fee for the AOPC interpreters. \*

Counties	Standard		Medical		After Hours & Holidays		Long Term Assignments		AOPC Capability
	Capability	Hourly Rate	Capability	Hourly Rate	Capability	Hourly Rate	Capability	Hourly Rate	
Adams	*	\$45.00	*	\$45.00	*	\$ 67.50		\$ 27.00	*
Allegheny						\$ -		\$ -	
Armstrong						\$ -		\$ -	
Beaver						\$ -		\$ -	
Bedford						\$ -		\$ -	
Berks	*	\$45.00	*	\$45.00	*	\$ 67.50		\$ 27.00	*
Blair						\$ -		\$ -	
Bradford						\$ -		\$ -	
Bucks	*	\$45.00	*	\$45.00	*	\$ 67.50		\$ 27.00	*
Butler						\$ -		\$ -	
Cambria						\$ -		\$ -	
Cameron						\$ -		\$ -	
Carbon						\$ -		\$ -	
Centre						\$ -		\$ -	
Chester						\$ -		\$ -	
Clarion						\$ -		\$ -	
Clearfield						\$ -		\$ -	
Clinton						\$ -		\$ -	
Columbia						\$ -		\$ -	
Crawford						\$ -		\$ -	
Cumberland	*	\$45.00	*	\$45.00	*	\$ 67.50		\$ 27.00	*
Dauphin	*	\$45.00	*	\$45.00	*	\$ 67.50		\$ 27.00	*
Delaware						\$ -		\$ -	



Union						\$ -		\$ -	
Venango						\$ -		\$ -	
Warren						\$ -		\$ -	
Washington						\$ -		\$ -	
Wayne						\$ -		\$ -	
Westmoreland						\$ -		\$ -	
Wyoming						\$ -		\$ -	
York	*	\$45.00	*	\$45.00	*	\$ 67.50		\$ 27.00	*

\*Administrative hourly fee for companies who provide AOPC interpreters:



**Contractor Name:**

\*Contractors shall select the counties and specific service areas for which they are capable of providing interpretation services and place an X in each County for each service area. Enter the hourly rate w/no more than two decimels. For after hours and holidays, and long term assignments, the hourly rate is being automatically populated once the standard rate is filled in. If you are not available for after hours and holidays, and long term assignments, do not mark that you are available.

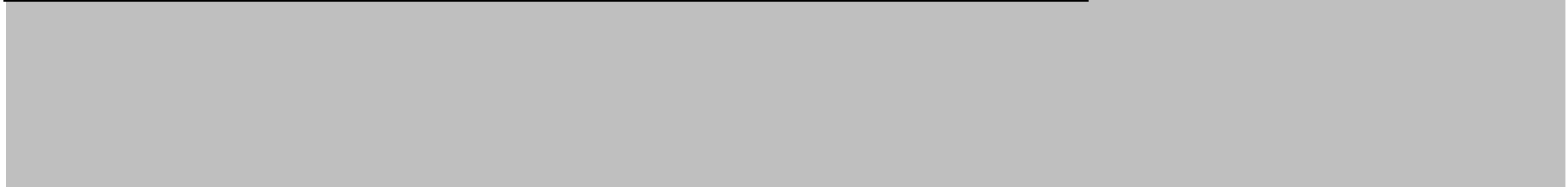
For AOPC services, independent interpreters shall be paid the highest fee in accordance with the AOPC Compensation Schedule as referenced in Section V. Resources/AOPC Listing . For AOPC requirements, if applicable, interpreters shall indicate for which county(ies) they can provide interpreters who have the AOPC certification. For companies with AOPC interpreters, the companies shall indicate which counties in which they have interpreters for, and then at the end of this attachment, provide their administrative fee for the AOPC interpreters. \*

Counties	Standard		Medical		After Hours & Holidays		Long Term Assignments		AOPC Capability
	Capability	Hourly Rate	Capability	Hourly Rate	Capability	Hourly Rate	Capability	Hourly Rate	
Adams	*	\$45.00	*	\$45.00	*	\$ 67.50		\$ 27.00	*
Allegheny						\$ -		\$ -	
Armstrong						\$ -		\$ -	
Beaver						\$ -		\$ -	
Bedford						\$ -		\$ -	
Berks	*	\$45.00	*	\$45.00	*	\$ 67.50		\$ 27.00	*
Blair						\$ -		\$ -	
Bradford						\$ -		\$ -	
Bucks	*	\$45.00	*	\$45.00	*	\$ 67.50		\$ 27.00	*
Butler						\$ -		\$ -	
Cambria						\$ -		\$ -	
Cameron						\$ -		\$ -	
Carbon						\$ -		\$ -	
Centre						\$ -		\$ -	
Chester						\$ -		\$ -	
Clarion						\$ -		\$ -	
Clearfield						\$ -		\$ -	
Clinton						\$ -		\$ -	
Columbia						\$ -		\$ -	
Crawford						\$ -		\$ -	
Cumberland	*	\$45.00	*	\$45.00	*	\$ 67.50		\$ 27.00	*
Dauphin	*	\$45.00	*	\$45.00	*	\$ 67.50		\$ 27.00	*
Delaware						\$ -		\$ -	



Union						\$ -		\$ -	
Venango						\$ -		\$ -	
Warren						\$ -		\$ -	
Washington						\$ -		\$ -	
Wayne						\$ -		\$ -	
Westmoreland						\$ -		\$ -	
Wyoming						\$ -		\$ -	
York	*	\$45.00	*	\$45.00	*	\$ 67.50		\$ 27.00	*

**\*Administrative hourly fee for companies who provide AOPC interpreters:**



# Sign Language Interpretation and Transliteration Services

## Work Statement

### I. OBJECTIVE:

#### A. General :

This Invitation for Bid is to provide sign language interpreting and transliterating services for all agencies of the Commonwealth that require the services of an interpreter or transliterator for business functions.

Contractors shall provide interpreting and/or transliterating services to Commonwealth agencies.

#### **External Commonwealth Requirements:**

The Commonwealth may request interpreters or transliterating services for a non-commonwealth employee for situations not limited to: interviewing a deaf or hard of hearing client for a job interview, appointments, county assistance office interviews, taking a deposition and facilitate communication for the client in a medical, legal setting or proceeding for which the interpreter is qualified.

#### **Internal Commonwealth Requirements:**

May include but not be limited to: daily business proceedings, on-the-job training, meetings, public presentations, conventions, workshops, staff meetings, etc.

Services to commence on July 1, 2012 or effective date of the contract through June 30, 2017.

#### B. Specific:

##### 1. Act 172

Court and Administrative Proceeding Interpreter Certification Law, Act 172 of 2006, was signed into law by Governor Rendell on November 29, 2006. It amends both the Administrative/Local Agency Law and the Judicial Code by respectively requiring the Department of Labor and Industry (Department) and the Court Administrator to establish parallel programs for the appointment and use of certified interpreters for persons with limited English proficiency



and persons who are deaf and hard of hearing in administrative and court proceedings. The Department is also required to provide guidelines to agencies for the selection and use of otherwise qualified interpreters when a certified interpreter is not available.

Additional information can be accessed at

[http://www.portal.state.pa.us/portal/server.pt/community/certified\\_interpreters\\_law/10472](http://www.portal.state.pa.us/portal/server.pt/community/certified_interpreters_law/10472) .

## II. REQUIREMENTS:

- A. Interpreters **MUST** be registered with the Department of Labor and Industry, Office of Deaf and Hard of Hearing, as specified by Act of July 2, 2004, P.L. 492, No. 57 CI 63.
1. *Independent interpreters* must provide a legible copy of their registration from ODHH with their bid.
  2. *Subcontracted services* – it is the responsibility of the Prime Contractor to obtain proof of registration with ODHH from their independent and staff interpreters prior to their assignment to agencies under the governor’s jurisdiction. The contractor shall provide a copy of the interpreters’ state registration upon request from DGS or the using agency.

If an interpreter cannot provide a current ODHH registration card and/or loses their privileges, all services shall be immediately suspended with that interpreter and all work shall cease and desist. The interpreter, if reinstated with ODHH, may be allowed to return to duties provided the proper documentation is provided to DGS.

- Each Independent and prime contractors must provide notification within 5 days to DGS of any interpreter who loses ODHH registration.
- B. The interpreter shall be responsible for accurate communication between individuals with and without hearing loss, taking into consideration the cultural or linguistic differences.
- C. The Contractors must be flexible to allow an interpreting student and/or mentor to observe his/her work from time to time. The Contractors have the right to refuse

an interpreting student at an assignment if the Contractor deems it not to be appropriate. The Contractor must be told in advance that an interpreter student might be observing and provide the opportunity to the interpreter to refuse the assignment.

- D. There may be instances where Team Interpreting may be needed in order to fulfill an assignment. It is the interpreters responsibility to inform the requesting agency when this would be applicable. The interpreter shall provide detailed information to the agency as to what kind of interpreter is needed, etc.

### **III. COMMONWEALTH REQUIREMENTS:**

- A. Commonwealth agencies may require the same interpreter for a proceeding in which he or she has been used before.
- B. The interpreter may be required to arrive at least 15 minutes prior to the scheduled time of the on-site service and be ready to receive any instructions from the requesting agency or to prepare for the proceeding (paid time). This time will be included in the 2 hour minimum for payment purposes. The Contractor is responsible for taking all necessary actions to obtain adequate transportation, accurate times, locations, directions, telephone numbers, contact person(s) and any other information or actions to ensure that they are present at the proper location and time. The Contractor must be aware and adhere to any security clearances if applicable at the agency's location. This may include providing photo identification among others.

The Contractor will be reimbursed for the total time the Contractor is on-site performing services under the contract. Performance time shall include the fifteen (15) minutes preceding the scheduled time for performance or any longer time requested by the agency.

- C. Because of the various agencies utilizing these services, interpreters must be available weekdays during Commonwealth business hours from 7am to 6pm EST. Additionally there must be coverage in the prime contractor's office from 8:30 to 5:00 for agencies to contact the Contractor should the need arise. Interpreters must have a voice mail mechanism for agency to leave a message and messages returned within 24 hours. Interpreters may be needed on weeknights and weekends on occasion, for engagements such as town meetings, or Commonwealth facilities that may need services.

- D. Pricing for After-hours/Holidays will automatically populate at 1.5 times the standard hourly rate entered on Attachment A. After-hours are considered 6pm to 6:59am. Only hours during this time period will be paid at the increased rate.
- E. Agencies may request a copy of invoices to be sent to them. However, this would be separate from the invoice submission as referenced in the Terms and Conditions, Section **V.19 CONTRACT-015.2 Billing Requirements**.
- F. Medical and Legal Interpretations:

Medical Interpretation:

The Commonwealth's requirements for interpretation service may include medical interpreters. These interpreters must have a thorough knowledge of medical terminology, be familiar with medical procedures and the roles of doctors and hospital staff and be sensitive to issues such as the patients' autonomy, cultural differences and the medical personnel's need for accurate information.

The awarded Contractors will be required to provide interpreters to work in medical surroundings including, but not limited to, hospitals; doctors' offices; emergency rooms; clinics; mental health venues; locations of Workers Compensation exams; blood banks; and dialysis centers.

Legal Interpretation:

1. The Commonwealth's requirements for interpretation services may include legal interpreters to interpret for court and administrative proceedings.
2. The interpreters must have knowledge of legal terminology in both target and source languages and be familiar with the Rules of Procedure of the Commonwealth of Pennsylvania, Federal Rules of Procedures, Rules of Civil Procedures, Rules of Criminal Procedures, and Federal Rules of Evidence for both the courtroom and the sworn deposition statement. Further, interpreters must be familiar with legal terminology and procedures related to Family Law, Civil Law, Probate Law, and Criminal Law and the [Special Rules of Administrative Practice and Procedure Before Workers' Compensation Judges](#).

3. Interpreters must show respect to the court and for the judicial and administrative process both in attire and in conduct. Interpreters may be requested to be removed from proceeding if the judge\agency determines interpreters are not meeting the requirements. In such case, there will be no payment for unprofessional services required.

#### G. Long Term Assignments:

For purposes of this contract, long term assignments are defined as more than 30 consecutive days of an assignment to one individual. Parking, mileage, and tolls, plus overnight accommodations and meals in accordance with Commonwealth Travel Regulations *if approved by the contracting agency* will be paid if the interpreter travels to a meeting, convention, etc. to assist their long-term or permanent assignment. No travel or parking fees will be paid to the interpreter from the interpreter residence/business address to the full-time assignment person's normal business location.

Pricing for long term assignments will be automatically calculated from the standard rate entered on Attachment A at 60% of the standard hourly rate. DGS reserves the right to not award a contract based on standard hourly rate being more than 20% higher than the average standard rate received for the bid.

#### IV. RESOURCES/AOPC LISTING

The awarded Contractors will be required to provide levels of certified interpreters as requested by the agencies. It is the responsibility of the Contractors to contact the certified interpreters on the current AOPC listing and arrange availability of their services to fulfill the service requirements of the commonwealth. Additionally, it is the responsibility of the awarded Contractors to make sure the AOPC interpreters understand that when Commonwealth agencies request a **certified** interpreter, it will be through the resulting contractors and the schedules of interpreters will be administered with the awarded Contractors.

Contractors may obtain a copy of the AOPC Interpreter Roster at <http://www.aopc.org/T/AOPC/CourtInterpreterProg/InterpreterRoster.htm> .

It is recommended that this list be viewed periodically as the roster is continually updated to maintain and fulfill Commonwealth needs and the Commonwealth expects the Contractors to keep its agreements with as many of the AOPC interpreters as possible.

Effective May 1, 2010, the Administrative Office of Pennsylvania Courts (AOPC) published an Interpreter Compensation Fee Schedule. Pursuant to 42 Pa.C.S.A. §4411(d) and §4431(d), the Court Administrator establishes the following schedule of reasonable fees for services rendered by certified interpreters and otherwise qualified interpreters used in judicial proceedings.

Certification Level	Hourly Rate
Master	\$75
Certified	\$60
Qualified	\$40
Registered	\$55

Interpreters shall be paid the above rate from the AOPC schedule to accommodate levels of certification as requested by each agency. Contractors who provide interpreters will include an administrative hourly fee that will be paid above this cost on the bottom of Attachment A.

**V. CANCELLATIONS/NO SHOWS/LATE ARRIVALS**

- A. If the Commonwealth agency cancels a service with less than 24 hours notice, the Contractor shall be reimbursed for two hours at the contractual rate of the requested language. The Contractor shall submit an invoice for the two hours and provide an explanation that the invoice is for a cancellation with less than 24 hours notice per this section of the contract.
  - If cancellation is less than 24 hours, the agency shall provide a telephone call, leaving a voice message if no one is available.
  
- B. If the awarded Contractor cancels a service with less than 24 hours notice, the agency will be reimbursed for two hours at the contractual rate of the requested language. The Contractor shall submit a check for the two hours per instructions in subsection E of this Section. ***However, if a team interpretation was required, and the Commonwealth did not provide another interpreter (provided the Commonwealth was informed of such), the interpreter will not be penalized.***

- Cancellation notification will be telephone call to the scheduler listed on the request.
- C. In the event the Contractor's interpreter is determined unavailable for a proceeding after it was scheduled and the Contractor does not provide a replacement interpreter (if requested by the Agency) OR a scheduled interpreter does not show up and the Commonwealth must utilize another Contractor's interpreter, the awarded Contractor will be responsible to reimburse the commonwealth for the difference in costs incurred, plus a no show fee of \$50.00.
- Interpreter replacement and Cancellation notification will be by telephone call to the scheduler listed on the request.
- D. Late Arrivals: It is the responsibility of the interpreter to provide notice to the agency scheduler if they are running late (i.e. traffic, accident, etc.).
1. In the event an interpreter is late and the agency utilizes the interpreter, the agency will only be billed for the time of actual services provided and a late fee of \$50 will be assessed for each late arrival of an interpreter. The late fee shall be reimbursed to the Commonwealth. An agency is not required to use the interpreter if it is determined they cannot wait. No payment, including the two (2) hour minimum, will be made in this case even if the interpreter shows up.
  2. If an interpreter fails to provide notification of late arrival to the agency scheduler prior to the scheduled time of services, the agency at its discretion may contact another Contractor on contract for services. If a different contractor's interpreter is utilized, no payment will be paid to the initial contractor and the initial contractor will be responsible for reimbursing the Commonwealth for the difference in cost incurred for the second contractor's interpreter, plus the \$50 late fee.
- E. Reimbursements to Commonwealth
- A check in the appropriate amount shall be made payable to the Agency and submitted to the DGS contract administrator with a detailed report within 30 days of infraction to include, at a minimum, the ID number of request, Agency, PO #, issue/description of incident, and the name of interpreter.

## **VI. ACCOUNT MANAGEMENT:**

- A. The awarded Contractor shall maintain one point of contact for DGS and Agencies to call. The name and contact information must be available to address scheduling issues, complaints, and any other issues that arise during business hours.
- B. In the event the awarded Contractor has a change of key contract staff, the contract administrator is to be notified immediately.

**VII. PERFORMANCE MEASUREMENTS: :**

The Commonwealth has developed a set of minimum Service Level Agreements (SLA's), defined in Attachment G, which the awarded Contractor must meet in order to be in good standing on the contract.

The contract administrator shall be notified promptly should a dispute arise in a performance issue.

The SLA's will be reviewed by the Commonwealth contract administrator to identify any issues requiring attention, and will be reviewed, during any meetings between the Commonwealth and the Contractor. The quarterly reports shall be reported by month for each agency for each SLA. Reports shall be sent to the contract administrator for each quarter end of July 15<sup>th</sup> October 15<sup>th</sup>, January 15<sup>th</sup>, April 15<sup>th</sup>, and within 15 days after the end of each quarter..

In the event SLA's are not being met, the following may occur:

- A. A discussion will take place between the awarded Contractor and the Commonwealth Contract Administrator. The Contractor will be given a written warning, and required to develop a corrective action plan submitted to DGS within one week showing how they will improve on the problem area(s).
- B. If a second quarterly review occurs with minimal or no improvement in the problem areas, the awarded Contractor will be placed on Probation and the awarded Contractor will be given an additional one (1) week to provide an optional plan of improvement on the problem area(s). The Contractor as well as agency must sign off on this improvement plan.
- C. If a third quarterly review finds below-threshold scores with the same SLA's, the awarded Contractor will be entered into the Commonwealth's Contractor Responsibility Program file for poor contract performance and the contract or any part of the contract may be terminated by the Commonwealth at its discretion.

## **VIII. REPORTING AND PROJECT CONTROL:**

A. The awarded Contractors shall submit to the DGS Contract Administrator a semi-annual report (Attachment F). Reports shall be submitted to the contract administrator by January 15<sup>th</sup> and July 15<sup>th</sup> respectively. The report shall include:

- The number of service requests and fulfilled requests by Agency and Program Area; the number of no shows and late arrivals.
- Number of skilled interpreters the awarded Contractor has on staff for legal and medical interpretation, if awarded contractor is a company and/or referral service.
- The amount invoiced to each using agency; the amount each using agency has paid to the Contractor, including any Commonwealth PCard spend separately, and the amount due >90 days to include PO numbers.
- Number of complaints by Agency, issue, status, name of interpreter and date resolved.
- Performance measurements and any fees by quarter and on an annual basis.

## **IX. PRICING:**

Contractors shall be paid for a minimum of two (2) hours at the contractual rate of the requested language in the event the proceeding lasts less than 2 hours.

Travel shall be reimbursed per [Commonwealth Management Directive 230.10](#). The Commonwealth will not pay mileage if the assignment is within a 20 miles of the interpreter's residence and/or Contractor business address. Any travel for an interpreter that would be more than 100 miles roundtrip must be pre-approved by the requesting agency. The contractor shall be responsible to provide interpreters as close to the service location as possible.

Reimbursement shall be from the time the interpreter begins interpreting (including the scheduled time of arrival before the proceeding) until the proceeding is completed and the interpreter is dismissed.

## **X. METHOD OF AWARD:**

The Commonwealth intends to award a Contract to all responsible and responsive Bidders.

When services are needed, a Commonwealth agency shall select one of the awarded Contractors based upon best value. For services under \$5,000 in a fiscal year, per Contractor, Agency Bureau's may select any awarded Contractor; however, they will need



to document and attach to their purchase order the reasons for choosing the contracted Contractor. If no purchase order is created, the Agency Bureau must maintain the same information in their files. A Commonwealth agency may seek further reduction in contract price when making their selection or as part of their best value determination below.

For services over \$5,000 in a fiscal year, Using Agencies are required to solicit all awarded Contractors who can provide the specific service and determine a best value selection. The best value selection shall, in addition to price, may include consideration of the Contractors' capacity, availability and performance. The Contractor selected by a Commonwealth agency shall receive a Purchase Order (PO) for performance of the needed services. A Commonwealth agency may issue blanket purchase orders to one or more selected Contractors and then may use the selected Contractors on an as needed basis and pay only for the services actually rendered. After the Purchase Orders are issued, agencies shall follow the same order for scheduling a proceeding.

Agencies shall indicate on their RFQ's the following information:

1. Term of purchase order
2. Specific agency/bureau information requirements
3. An agency may preclude the awarded Contractors from using a particular interpreter with DGS approval, if the work of that interpreter fails to meet acceptable standards. Documentation shall be noted in writing, by the agency regarding the specific details of any occurrence(s) to include the interpreter name, date, issue, and person that requested that the interpreter not be utilized. . No payment will be made for inadequate interpreters provided.

## **XI. BID SUBMISSION:**

Bidders shall submit the following documents to their bid: Attachment A, Hourly Rate and County Capability; Attachment B, Costars; Attachment C, Small Business Certification (if applicable); Attachment D, Lobbying Certification; Attachment E, Domestic Workforce; Attachment H – STD-168 and a copy of your ODHH registration as described in Part II – Requirements, Section A.

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## **PART I - GENERAL INFORMATION**

### **PART I - GENERAL INFORMATION**

#### **I.1 IFB-001.1 Purpose (Oct 2006)**

The Commonwealth of Pennsylvania (Commonwealth) is issuing this Invitation for Bids (IFB) to meet the needs of DEPARTMENT OF GENERAL SERVICES to satisfy a need for **SIGN LANGUAGE INTERPRETION AND TRANSLITERATION SVS .**

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

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

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

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

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

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

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

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

#### **I.6 IFB-011.1B Submission of Bids – Electronic Submittal (May 2011)**

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

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

c. Bids must be firm. If a Bid is submitted with conditions or exceptions or not in conformance with the terms and conditions referenced in the IFB Form, it shall be rejected. The Bid shall also be rejected if the items offered by the Bidder are not in conformance with the specifications as determined by the Commonwealth.

d. The Bidder, intending to be legally bound hereby, offers and agrees, if this Bid is accepted, to provide the awarded items at the price(s) set forth in this Bid at the time(s) and place(s) specified.

#### **I.7 IFB-013.1A Non-Discrimination Program – Services Exceeding \$50,000 (Nov 2006)**

Bidders must include with their bid submittals a completed *MBE/WBE Subcontractor and Supplier Solicitation and Commitment Form*, (STD-168). Failure to complete the form and submit it with the bid may result in rejection of the bid as non-responsive

#### **I.8 IFB-024.1 Bid Protest Procedure (Oct 2006)**

a. **Who May File the Protest.** Any Bidder or prospective bidder who is aggrieved in connection with the IFB or award of the contract solicitation or award of a contract may file a protest. Protests relating to cancellation of invitations for bids and protests relating to the rejection of all bids are not permitted. A Bidder is a person that submits a bid in response to the IFB. A prospective bidder is a person that has not submitted a bid in response to the IFB.

#### **b. Time for Filing.**

- 1) If a protest is submitted by a prospective bidder, the protest must be filed before bid opening time or proposal receipt date.
- 2) If a protest is filed by a Bidder, the protest must be filed within seven days after the protesting Bidder knew or should have known of the facts giving rise to the protest EXCEPT THAT IN NO EVENT MAY A PROTEST BE FILED LATER THAN SEVEN (7) DAYS AFTER THE DATE THE CONTRACT OR PURCHASE ORDER WAS AWARDED. Date of filing is the date of receipt of protest.
- 3) Untimely filed protests shall be disregarded.

#### **c. Form of Protest.**

- 1) A protest must be in writing and filed with the agency head (or designee) of the purchasing agency.
- 2) A protest must state all grounds upon which the protesting party asserts that the solicitation or award was improper. Issues not raised by the protesting party in the protest are deemed waived and may not be raised on appeal.
- 3) The protesting party may submit with the protest any documents or information deemed relevant.

d. **Notice of Protest** If award has been made, the agency head (or designee) shall notify the successful Bidder or contractor of the protest. If the protest is received before award and substantial issues are raised by the protest, all Bidders who appear to have a substantial and reasonable prospect of winning the award shall be notified and may file their agreement/disagreement with the purchasing agency within three (3) days after receipt of notice of the protest.

e. **Stay of Procurement.** The head of the purchasing agency (or designee) shall immediately decide, upon receipt of the protest, whether or not the solicitation or award shall be stayed, or if the protest is timely received after the award, whether the performance of the contract should be suspended. The Issuing Office shall not proceed further with the IFB or with the award of the contract, and shall suspend performance under the contract if awarded, unless the agency head of the purchasing agency makes a written determination that the protest is clearly without merit or that award of the contract/purchase order without delay is necessary to protect the substantial interests of the Commonwealth.

f. **Procedures.**

1) **Contracting Officer Response.** Within fifteen (15) days of the receipt of a protest, the contracting officer may submit a written response to the head of the purchasing agency (or designee). The response may include any documents or information that the contracting officer deems relevant to the protest.

2) **Protesting Party Reply.** Within ten (10) days of the date of the contracting officer response, the protesting party may file a written reply.

3) **Review.** The head of the purchasing agency (or designee) shall:

a) Review the protest and any response or reply.

b) Request and review any additional documents or information he deems necessary to render a decision.

c) Give the protesting party and the contracting officer reasonable opportunity to review and address any additional documents or information requested by the agency head.

d) In his sole discretion, conduct a hearing.

e) Within sixty (60) days of the receipt of the protest, issue a written determination stating the reasons for the decision.

f) If additional time is required to investigate the protest, inform the protesting party of the additional time needed to render a determination and obtain the protesting party's consent.

4) **"Clearly Without Merit" Determinations.** If the head of the purchasing agency (or designee) determines, upon receipt, that the protest is clearly without merit and does not stay the procurement, the head of the purchasing agency (or designee) shall immediately issue the decision as required by Subparagraph h below.

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

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

1) State the reasons for the decision.

2) If the protest is denied, inform the protesting party of its right to file an appeal in Commonwealth Court within fifteen (15) days of the mailing date of the decision.

- 3) If it is determined that the solicitation or award was contrary to law, enter an appropriate order.

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

#### **I.9 IFB-025.1 Electronic Version of this IFB (Oct 2006)**

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

#### **I.10 IFB-027.1 COSTARS Program (Aug 2010)**

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

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

1. A “local public procurement unit” is:

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

H. Additional information regarding the COSTARS Program is available on the DGS COSTARS Website at [www.dgs.state.pa.us/costars](http://www.dgs.state.pa.us/costars)

1. If the Contractor is aware of any qualified entity not currently registered and wishing to participate in the COSTARS Program, please refer the potential purchaser to the DGS COSTARS Website at [www.dgs.state.pa.us/costars](http://www.dgs.state.pa.us/costars) , where it may register by completing the online registration form and receiving DGS confirmation of its registration. To view a list of currently-registered COSTARS member entities, please visit the COSTARS website.
2. Direct all questions concerning the COSTARS Program to:  
Department of General Services  
COSTARS Program  
555 Walnut Street , 6th Floor  
Harrisburg , PA 17101  
Telephone: 1-866-768-7827  
E-mail [GS-PACostars@state.pa.us](mailto:GS-PACostars@state.pa.us)

**I.11 IFB-029.1 Prices (Dec 6 2006)**

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

**I.12 IFB-031.1 Alternates (Nov 2006)**

A Bidder who wants to offer an alternate must notify the Issuing Office in writing, at least five (5) days prior to the scheduled Bid opening, that the Bidder intends to offer an alternate in its Bid. An "alternate" is a product that deviates from the requirements of the specifications in its composition, qualities, performance, size dimension, etc. The written notification from the Bidder must include a complete description of the alternate and must identify the product's deviations from the specifications. Upon receipt of the notification, the Issuing Office will determine

whether the alternate is acceptable. If the Issuing Office, in its discretion, determines that the alternate is acceptable, the Issuing Office will issue a change notice to the invitation for bids that revises the specifications. If no change notice is issued revising the specification, a Bid offering the alternate will not be considered for award.

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

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

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

- a. Bid Modification Prior to Bid Opening. Bids may be modified only by written notice or in person prior to the exact hour and date specified for Bid opening.
  - 1) If a Bidder intends to modify its Bid by written notice, the notice must specifically identify the Bid to be modified and must be signed by the Bidder. The Bidder must include evidence of authorization for the individual who signed the modification to modify the Bid on behalf of the Bidder. The Bid modification must be received in a sealed envelope. The sealed envelope must identify the assigned Collective Number and the Bid Opening Time, and should state that enclosed in the envelope is a Bid modification
  - 2) If a Bidder intends to modify its Bid in person, the individual who will modify the Bid must arrive in the Bid Opening Room prior to the Bid Opening Time, show a picture identification and provide evidence of his/her authorization to modify the Bid on behalf of the Bidder. If a Bidder intends to modify its Bid in person, the Bidder may do so only in the presence of an agency employee. (The agency employee will observe the actions taken by the individual to modify the Bid, but will not read the Bid or the modification).
- b. Bid Withdrawal Prior to Bid Opening. Bids may be withdrawn only by written notice or in person prior to the exact hour and date specified for Bid opening.
  - 1) If a Bidder intends to withdraw its Bid by written notice, the notice shall specifically identify the Bid to be withdrawn and shall be signed by the Bidder. The Bidder must include evidence of authorization for the individual who signed the bid withdrawal to withdraw the bid on behalf of the Bidder. Except as provided in Subparagraph c, below, bid withdrawals received after the exact hour and date specified for the receipt of Bids shall not be accepted.
  - 2) If a Bidder intends to withdraw its Bid in person, the individual who will withdraw the Bid must arrive in the Bid Opening Room prior to the Bid Opening Time, show a picture identification and provide evidence of his/her authorization to withdraw the Bid on behalf of the Bidder.
- c. Bid Withdrawal After Bid Opening. Bidders are permitted to withdraw erroneous Bids after Bid opening only if the following conditions are met:

- 1) The Bidder submits a written request for withdrawal.
  - 2) The Bidder presents credible evidence with the request that the reason for the lower Bid price was a clerical mistake as opposed to a judgment mistake and was actually due to an unintentional arithmetical error or an unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the Bid.
  - 3) The request for relief and supporting evidence must be received by the Issuing Office within three (3) business days after Bid opening, but before award of the contract.
  - 4) The Issuing Office shall not permit a Bid withdrawal if the Bid withdrawal would result in the award of the contract on another Bid of the same Bidder, its partner, or a corporation or business venture owned by or in which the bidder has a substantial interest.
  - 5) If a Bidder is permitted to withdraw its Bid, the Bidder cannot supply any material or labor or perform any subcontract or other work agreement for the awarded contractor, without the written approval of the Issuing Office.
- d. Firm Bid. Except as provided above, a Bid may not be modified, withdrawn, or cancelled by any Bidder for a period of sixty (60) days following the time and date designated for Bid opening, unless otherwise specified by the Bidder in its Bid. If the lowest responsible Bidder, as determined by the Issuing Office, withdraws its Bid prior to the expiration of the award period or fails to comply with the requirements set forth in the IFB including but not limited to any requirement to submit performance or payment bonds or insurance certificates within the required time period, the Bidder shall be liable to the Commonwealth for all costs and damages associated with the re-award or re-bid including the difference between the Bidder's price and the actual cost that the Commonwealth pays for the awarded items.
- e. Clarification and Additional Information. After the receipt of Bids, the Issuing Office shall have the right to contact Bidders for the purpose of seeking:
- 1) Clarification of the Bid which confirms the Issuing Office's understanding of statements or information in the Bid or;
  - 2) Additional information on the items offered; provided the IFB does not require the rejection of the Bid for failure to include such information.

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

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

## **PART II - REQUIREMENTS**

### **PART II - REQUIREMENTS**

#### **II.1 IFB-006.1b COSTARS Program Questionnaire - Electronic Submission (Oct 2006)**

Offerors should complete and submit the COSTARS Program Questionnaire Form, which is attached to and made a part of this IFB, and submit it with its proposal. The completed COSTARS Program Questionnaire Form should be submitted as part of the Bid Response.

#### **II.2 II-IFB-008.1b Lobbying Certification and Disclosure – Electronic Submission. (Oct 2006).**

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

#### **II.3 II-IFB-016.1 Post-Submission Descriptive Literature (Dec 2006)**

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

## **PART III - SELECTION CRITERIA**

### **PART III - SELECTION CRITERIA**

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

To be eligible for selection, a bid must be:

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

#### **III.2 III-IFB-006.1f Method of Award - All Bidders (April 2011)**

Award will be made to all responsive and responsible bidders.

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

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

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

All tie bids will be broken by the Issuing Office.

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

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

#### **III.6 III-IFB-010.1 Option for Separate Competitive Bidding Procedure (Nov 2006)**

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



**PART IV - WORK STATEMENT**

PART IV - WORK STATEMENT

**IV.1 IFB-001.1b Statement of Work (Nov 2006)**

The Commonwealth is seeking bids to procure the services set forth in the attached document entitled "Statement of Work."



## **PART V - CONTRACT TERMS and CONDITIONS**

### **PART V - CONTRACT TERMS and CONDITIONS**

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

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

#### **V.2 CONTRACT-002.1a Term of Contract – Contract (March 2011)**

The initial term of the Contract shall be 5 year(s).

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

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

#### **V.3 CONTRACT-002.3 Extension of Contract Term (Nov 30 2006)**

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

#### **V.4 CONTRACT-003.1a Signatures – Contract (March 2007)**

The Contract shall not be a legally binding contract until the fully-executed Contract has been sent to the Contractor.

No Commonwealth employee has the authority to verbally direct the commencement of any work or delivery of any supply under this Contract prior to the Effective Date. The Contractor hereby waives any claim or cause of action for any service or work performed prior to the Effective Date.

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

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

The Commonwealth and the Contractor specifically agree as follows:

- a. No handwritten signature shall be required in order for the Contract to be legally enforceable.

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

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

#### **V.5 CONTRACT-004.1a Definitions (Dec 12 2006)**

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

- a. Agency The department, board, commission or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this contract, that entity shall also be identified as "Agency".
- b. Contracting Officer The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.
- c. Days Unless specifically indicated otherwise, days mean calendar days.
- d. Developed Works or Developed Materials All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other tangible material without limitation authored or prepared by Contractor as the work product covered in the scope of work for the Project.
- e. Documentation All materials required to support and convey information about the services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.
- f. Services All Contractor activity necessary to satisfy the Contract.

#### **V.6 CONTRACT-005.1a Purchase Orders (Feb 2007)**

Commonwealth agencies may issue Purchase Orders against the Contract. These orders constitute the Contractor's authority to make delivery. All Purchase Orders received by the

Contractor up to and including the expiration date of the Contract are acceptable and must be performed in accordance with the Contract. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.

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

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

a. No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable.

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

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

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

#### **V.7 CONTRACT-006.1 Independent Prime Contractor (Oct 2006)**

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

**V.8 CONTRACT-007.01b Delivery of Services (Nov 30 2006)**

**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.**

**V.9 CONTRACT-007.02 Estimated Quantities (Nov 30 2006)**

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

**V.10 CONTRACT-008.1a Warranty. (Oct 2006)**

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

**V.11 CONTRACT-009.1c Patent, Copyright, and Trademark Indemnity (Oct 2006)**

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

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

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

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

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

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

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

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

#### **V.12 CONTRACT-009.1d Ownership Rights (Oct 2006)**

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

#### **V.13 CONTRACT-010.1a Acceptance (Oct 2006)**

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

#### **V.14 CONTRACT-011.1a Compliance With Law (Oct 2006)**

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

#### **V.15 CONTRACT-013.1 Environmental Provisions (Oct 2006)**

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

#### **V.16 CONTRACT-014.1 Post-Consumer Recycled Content (Oct 2006)**

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

#### **V.17 CONTRACT-014.3 Enforcement (Oct 2006)**

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

#### **V.18 CONTRACT-015.1 Compensation (Oct 2006)**

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

#### **V.19 CONTRACT-015.2 Billing Requirements (Dec 5 2006)**

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

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

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

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

#### **V.20 CONTRACT-016.1 Payment (Oct 2006)**

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

#### **V.21 CONTRACT-016.2 ACH Payments (Aug 2007)**

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

#### **V.22 CONTRACT-017.1 Taxes (Dec 5 2006)**

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly

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

#### **V.23 CONTRACT-018.1 Assignment of Antitrust Claims (Oct 2006)**

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

#### **V.24 CONTRACT-019.1 Hold Harmless Provision (Nov 30 2006)**

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

#### **V.25 CONTRACT-020.1 Audit Provisions (Oct 2006)**

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

#### **V.26 CONTRACT-021.1 Default (Dec 12 2006)**

- a. The Commonwealth may, subject to the Force Majeure provisions of this Contract, and in addition to its other



rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract or any Purchase Order for any of the following reasons:

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

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

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

#### **V.27 CONTRACT-022.1 Force Majeure (Oct 2006)**

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

The Contractor shall notify the Commonwealth orally within five (5) days and in writing within ten (10) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect to cancel the Contract, cancel the Purchase Order, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

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

#### **V.28 CONTRACT-023.1a Termination Provisions (Oct 2006)**

The Commonwealth has the right to terminate this Contract or any Purchase Order for any of the following reasons.

Termination shall be effective upon written notice to the Contractor.

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

#### **V.29 CONTRACT-024.1 Contract Controversies (Oct 2011)**

- a. In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.
- b. If the Contractor or the contracting officer requests mediation and the other party agrees, the contracting officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.
- c. Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

### **V.30 CONTRACT-025.1 Assignability and Subcontracting (Oct 2006)**

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

### **V.31 CONTRACT-026.1 Other Contractors (Oct 2006)**

The Commonwealth may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with other contractors and Commonwealth employees, and coordinate its work with such additional work as may be required. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees. This paragraph shall be included in the Contracts of all contractors with which this Contractor will be required to cooperate. The Commonwealth shall equitably enforce this paragraph as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

### **V.32 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (Aug 2010)**

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.

3. The Contractor and each subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

4. The Contractor and each subcontractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

5. The Contractor and each subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the contracting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within fifteen (15) days after award of any contract, the Contractor shall be required to complete, sign and submit Form STD -21, the "Initial Contract Compliance Data" form. If the contract is a construction contract, then the Contractor shall be required to complete, sign and submit Form STD -28, the "Monthly Contract Compliance Report for Construction Contractors", each month no later than the 15th of the month following the reporting period beginning with the initial job conference and continuing through the completion of the project. Those contractors who have fewer than five employees or whose employees are all from the same family or who have completed the Form STD -21 within the past 12 months may, within the 15 days, request an exemption from the Form STD -21 submission requirement from the contracting agency.

6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

7. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

### **V.33 CONTRACT-028.1 Contractor Integrity Provisions (March 2011)**

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

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

1. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting with the Commonwealth.

2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.

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

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

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

**6.** Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Commonwealth official or employee.

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

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

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

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

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

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

**d.** Necessary for purposes of Contractor's internal assessment and review; or

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

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

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

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

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

- j. Any other crime involving moral turpitude or business honesty or integrity.

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

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

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

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

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

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

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

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



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

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

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

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

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

**d.** “Financial interest” means:

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

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

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

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

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

**h.** “Political contribution” means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of

Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

### **V.34 CONTRACT-029.1 Contractor Responsibility Provisions (Nov 2010)**

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

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

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

**V.35 CONTRACT-030.1 Americans with Disabilities Act (Oct 2006)**

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

**V.36 CONTRACT-032.1 Covenant Against Contingent Fees (Oct 2006)**

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

**V.37 CONTRACT-033.1 Applicable Law (Oct 2006)**

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

**V.38 CONTRACT- 034.1b Integration (Nov 30 2006)**

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

**V.39 CONTRACT-034.2b Order of Precedence - IFB (Dec 6 2006)**

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

#### **V.40 CONTRACT-034.3 Controlling Terms and Conditions (Aug 2011)**

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

#### **V.41 CONTRACT-035.1a Changes (Oct 2006)**

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

#### **V.42 CONTRACT-036.1 Background Checks (Feb 2008)**

- 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 on an annual basis 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 (January 30, 2008) 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.

#### **V.43 CONTRACT-037.1b Confidentiality (Oct 2006)**

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

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

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

#### **V.44 CONTRACT-037.2a Sensitive Information (Sept 2009)**

The Contractor shall not publish or otherwise disclose, except to the Commonwealth and except matters of public record, any information or data obtained hereunder from private individuals, organizations, or public agencies, in a publication whereby the information or data furnished by or about any particular person or establishment can be identified, except with the consent of such person or establishment. The parties shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a Commonwealth program affected by or benefiting from services under this Contract for any purpose not connected with the parties' Contract responsibilities except with the written consent of such recipient, recipient's attorney, or recipient's parent or guardian pursuant to applicable state and federal law and regulations.

Contractor will be responsible to remediate any improper disclosure of information. Such remediation may include, but not be limited to, credit monitoring for individuals for whom information has been released and reimbursement of any costs incurred by individuals for whom information has been released. Costs for which Contractor is responsible under this paragraph are not subject to any limitation of liability set out in this Contract or Purchase Order.

#### **V.45 CONTRACT-037.2b Health Insurance Portability and Accountability Act (HIPAA) Compliance (Sept 2009)**

The Health Insurance Portability and Accountability Act (HIPAA) Compliance requirements are set forth in the attachments to this solicitation.

**V.46 CONTRACT-051.1 Notice (Dec 2006)**

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

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

**V.47 CONTRACT-052.1 Right to Know Law (Feb 2010)**

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

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

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

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

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

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

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

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

provided by the RTKL if the fee schedule is inapplicable.

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

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













## **BEST VALUE SELECTION PROCESS**

### **COMMONWEALTH OF PENNSYLVANIA STATEWIDE CONTRACT FOR SIGN LANGUAGE INTERPRETATION SERVICES**

The types of Sign Language Services and Transliterating Services covered by this multiple award contract are in the Statement of Work of Bid Solicitation 6100021159 issued by the Department of General Services on February 24, 2012.

The procedure for acquiring these Services follows the procedures set forth in Section 517(f) of the Commonwealth Procurement Code (62 Pa. C. S. § 517(f)).

When Services are needed, a Commonwealth agency shall select one of the awarded Suppliers based upon best value. A Commonwealth agency may seek further reduction in contract price when making their selection or as part of their best value determination below.

#### **Best Value Selection**

##### **I. Best Value in General**

###### **A. Definition**

Best Value refers to the process of selecting the quote (or quotes) which provides the greatest value to the Using Agency based on evaluating and comparing all pertinent criteria, including cost, so that the contractor(s) whose overall proposal best suits the Using Agency's needs is selected for each individual proceeding or group of proceedings.

###### **B. Best Value Criteria**

Best Value criteria shall include, but are not limited to:

1. **Cost.** This includes all costs chargeable under the contract for the proceeding or group of proceedings.
2. **Availability.** This includes the contractor's availability to cover the proceeding or group of proceedings.
3. **Capacity.** This includes the current Using Agency and Commonwealth workload of the contractors.
4. **Performance.** This includes the contractor's and its proposed resources' prior experience performing the specific types of Services for the specific type of proceeding; prior experience in appearing on-time for proceedings, producing quality work product, and meeting required turnaround times.

5. **Disadvantage Business participation.** This refers to the disadvantaged business (DB) participation your firm is committing for the requested proceedings.
6. **Domestic Workforce utilization.** This refers to the level of domestic workforce your firm is utilizing for the requested proceedings.
7. **Enterprise Zone Small Business participation.** This refers to the enterprise zone (EZ) participation your firm is committing for the requested proceedings.
8. **Other**—Any other factor not included in the above criteria determined especially relevant for a specific proceeding or group of proceedings.

## II. Best Value Process

The following process will be followed:

### A. Establish Evaluation Officer or Evaluation Team

1. The Using Agency shall establish the officer or team to select the contractor(s) and to conduct the Requests for Quotes (RFQs) as provided below.
2. The duties of the Evaluation Officer or Evaluation Team are to identify the best value criteria and evaluate the quotes received for each RFQ issued as provided below, and to select a contractor(s) for each proceeding or group of proceedings.
3. The Best Value process, including an explanation of the rationale for the order of importance and any additional selection criteria chosen, must be documented in writing and be retained in the contract file for the particular proceeding or group of proceedings.

### B. Identify/Rank Best Value Criteria

Using the *Best Value Determination Form*, the Evaluation Officer or Team will indicate the order of importance of the stated criteria by placing the number one (1) to the left of the criteria that is considered most important, a two (2) at the next most important, and so on. Criteria not assigned a ranking by designation of a number will not be considered in the evaluation process; thus, if a special “other” criterion is specified, the Officer/Team must specifically set forth the criterion on the *Best Value Determination Form* and determine what information the contractors must supply to evaluate that special criterion.

C. Select the Contractor(s)

1. **Services under \$5,000 in a fiscal year per supplier, per Agency Bureau:**

No RFQ process is required for Services under \$5,000. Using Agency Bureau's may select any awarded supplier; however, they will need to document and attach to their purchase order the reasons for choosing the contracted supplier. Using Agencies should confirm contractors' availability for the scheduled proceeding or group of proceedings in advance, and may contact contractors to seek reductions in price. All qualified contractors for the applicable service location shall be afforded fair and equal treatment with respect to any opportunity to offer reduced pricing.

2. **Services over \$5,000 in a fiscal year:**

Using Agencies are required to solicit all awarded suppliers who can provide the specific service in the county needed and make a best value selection. The best value selection shall, in addition to price, include consideration of the suppliers' capacity, availability and performance. The Supplier selected by a Commonwealth agency shall receive a Purchase Order (PO) for performance of the needed services. A Commonwealth agency may issue blanket purchase orders to one or more selected Suppliers and then may use the selected Suppliers on an as needed basis and pay only for the services actually rendered.

a. Prepare Request for Quotes

To assist in the preparation of the RFQ, a sample e-mail RFQ template has been created.

The *RFQ E-Mail Template* sets forth the criteria for which contractors must supply information for proper evaluation of the quotes and must correspond to the *Best Value Determination Form* for each proceeding or group of proceedings. Contractors must supply information only for those items that will be criteria for the particular proceeding or group of proceedings. Thus, if a special "other" criterion has been included on the *Best Value Determination Form*, the criterion and any specific information needed to evaluate it must be included under "Other" on the RFQ E-Mail issued for that proceeding or group of proceedings.

b. Send Request for Quotes E-Mail to all Qualified Contractors

An RFQ E-Mail (prepared using the *RFQ—E-Mail Template*) should be sent to all qualified contractors for the type and location (Category and County) of the proceeding or group of proceedings. The Using Agency may hold a pre-quote meeting, if deemed appropriate by the agency.

A contractor receiving an RFQ E-Mail may submit a quote by reply e-mail completing the information requested within the time specified (minimum 5 business days).

c. Evaluate Quotes Received

1. The Evaluation Officer or a member of the Evaluation Team is responsible for recording and maintaining the following information for each proceeding or group of proceedings:

- (a) All contractors to whom an RFQ was sent;
- (b) All contractors who submitted quotes;
- (c) All quotes that were rejected; and
- (d) The selected contractor(s).

2. There is a two-step process for evaluating the quotes:

- (a) Initial Screen for Responsiveness

The initial screen for responsiveness is to insure that the contractor provided all the necessary information required to evaluate the contractor's quote under the best value selection process. Incomplete quotes or quotes that arrive after the deadline will be rejected and not considered in the Best Value Determination

- (b) Evaluate Best Value Criteria

The criteria order established on the grid on the *Best Value Determination Form* will be ranked in order of importance. The Evaluation Officer, or the Evaluation Team collectively, will rate how well each contractor has met the qualitative criteria using the words "excellent," "good," "average," "fair" and "poor" on the grid. For cost, the Officer/Team will enter the actual amount quoted by each contractor. For disadvantaged business participation, domestic workforce utilization and enterprise zone small business participation, the Evaluation Officer or Team will enter the respective total percentages for each provided by each contractor.



The Contractor Responsibility Program file for each contractor being evaluated should be checked for relevant information on past performance and outstanding Commonwealth obligations.

d. Select the Contractor

After completing the *Best Value Determination Form*, the Evaluation Officer, or the Evaluation Team collectively, will then select the contractor whose quote is determined to provide the best value to the Using Agency for that particular proceeding or group of proceedings. The Official/Team must complete the narrative explanation at the bottom of the Form to explain why a particular contractor was selected.

More than one contractor may be selected for a group of proceedings issued under a single RFQ when the number, location or type of proceedings exceeds the capacity or availability of the contractor determined to be the best value; in that event, the second best value contractor shall be selected for the remaining proceedings to the extent of their capacity and availability, and so on, until all of the proceedings specified in the RFQ are assigned.

The *Best Value Determination Form* will be attached to the Purchase Order as an Internal Document.

D. Prepare Purchase Order

After the contractor(s) is selected, a Purchase Order (PO) against the selected contractor's contract will be created.

E. Issue Purchase Order

The Using Agency will issue a Purchase Order to the selected contractor(s) only after receiving approval of the PO from the Comptroller. The Using Agency will notify the successful contractor(s) by e-mail and may copy the unsuccessful contractors on that e-mail or separately notify (by e-mail) the unsuccessful contractors.

**RFQ--E-MAIL TEMPLATE**

**COMMONWEALTH OF PENNSYLVANIA  
STATEWIDE CONTRACT FOR  
SIGN LANGUAGE INTERPRETATION SERVICES**

(Date)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear \_\_\_\_\_:

The Department of \_\_\_\_\_ has a need for the following services and is soliciting information as shown below. The following information is provided for you to submit a quote:

**AOPC INTERPRETERS  
REQUIRED:**

\_\_\_\_\_ **Yes**          \_\_\_\_\_ **No**

**TYPES  
OF SERVICES NEEDED:**

*(i.e. Medical/Standard/Long Term, etc)*

\_\_\_\_\_

**DURATION  
OF SERVICES:**

\_\_\_\_\_

**LOCATIONS:**

\_\_\_\_\_

(Be specific)

The successful contractor(s) will be selected based on Best Value. The Best Value Criteria specified below defines the criteria that will be used to determine the successful contractor(s) to be awarded the assignment. It is imperative that you complete your quotation by providing the information requested on this form. You must return your quote by reply e-mail no later than \_\_\_\_\_ am/pm on \_\_\_\_\_.

Best Value Criteria:

1. **Cost.** This includes all costs chargeable under the contract for the proceeding or group of proceedings. **NOTE: Contractors may offer reductions in price from their contracted price list.**
2. **Availability.** This includes the contractor's availability to cover the proceeding or group of proceedings.
3. **Capacity.** This includes the current Using Agency and Commonwealth workload of the contractors.
4. **Performance.** This includes the contractor's and its proposed resources' prior experience performing the specific types of Services for the specific type of proceeding; prior experience in appearing on-time for proceedings, producing quality work product, and meeting required turnaround times.
5. **Disadvantage Business participation.** This refers to the disadvantaged business (DB) participation your firm is committing for the requested proceedings.
6. **Domestic Workforce utilization.** This refers to the level of domestic workforce your firm is utilizing for the requested proceedings.
7. **Enterprise Zone Small Business participation.** This refers to the enterprise zone (EZ) participation your firm is committing for the requested proceedings.
8. **Other**—Any other factor not included in the above criteria determined especially relevant for a specific proceeding or group of proceedings.

**1. Please complete the following for your Cost quotation:**

\$\_\_\_ Hourly Rate

**You may not submit pricing higher than the price list that was submitted with your bid. You are free to offer lower pricing.**

**2. Please indicate for which specific or range of requested proceedings your firm is available based on the duration of services provided:**

ALL       Majority (list proceedings for which your firm is *not* available below)

Limited (list proceedings for which your firm *is* available below)

**3. Please indicate your firm's current capacity (ability to take on the requested Services based on current and expected workload):**

Excellent       Good       Average       Fair       Poor (limited)

**4. Please indicate your firm's level of experience in providing the type of language services requested and for the specific type of proceedings (medical, legal, etc):**

\_\_\_ Excellent      \_\_\_ Good      \_\_\_ Average      \_\_\_ Fair      \_\_\_ Poor (limited)

**5. Please indicate the disadvantaged business (DB) participation level your firm is committing for the requested proceedings:**

\_\_\_\_\_ [NAME] \_\_\_\_\_ M/WBE subcontractor      \$ \_\_\_\_\_ estimated dollar value  
\_\_\_ estimated percentage of project value

*Total* DB commitment applicable to the requested proceedings:      \_\_\_ % of project value

**6. Please indicate the percentage of work for the requested Services which will be performed by domestic workers:**

\_\_\_ 100%      \_\_\_ % Other

**7. Please indicate any enterprise zone small business (EZ) participation your firm is committing for the requested proceedings:**

\_\_\_\_\_ [NAME] \_\_\_\_\_ EZ subcontractor      \$ \_\_\_\_\_ estimated dollar value  
\_\_\_ estimated percentage of firm's project value

*Total* EZ commitment applicable to the requested proceedings:      \_\_\_ % of project value

**8. Other:**

If you have any questions, please contact \_\_\_\_\_, at  
(Name)

\_\_\_\_\_ or \_\_\_\_\_.  
(Phone No.) (E-mail address)



Narrative: Reasons for Selection:

Contractor(s) \_\_\_\_\_ has(ve) been selected as providing the best value to the [USING AGENCY] for this proceeding or group of proceedings because \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ and  
this/these combination best meets the [USING AGENCY'S] needs for this request.

\_\_\_\_\_  
Evaluation Officer or Team Leader

DATE: