

**FULLY EXECUTED - CHANGE 3**

Contract Number: 4400011821

Original Contract Effective Date: 09/26/2013

Contract Change Date: 09/21/2017

Valid From: 10/01/2013 To: 09/30/2018

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

Your SAP Vendor Number with us: 187319**Supplier Name/Address:**

MOHAWK CARPET DISTRIBUTION INC
160 S INDUSTRIAL BLVD
CALHOUN GA 30701-3030 US

Supplier Phone Number: 7173190826**Contract Name:**

Mohawk Carpet

Purchasing Agent**Name: Peek Lilly****Phone: 717-346-3846****Fax: 717-783-6241****Please Deliver To:**

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

Payment Terms

NET 30

Solicitation No.: 6100025600

Issuance Date: 06/10/2013

Supplier Bid or Proposal No. (if applicable): 6500066329

Solicitation Submission Date: 07/05/2013

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	Carpet	0.000		0.00	1	0.00

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

*** Validity Period Changed ***						
3	Materials	0.000		0.00	1	0.00

General Requirements for all Items:**Information:**

Supplier's Signature _____

Printed Name _____

Title _____

Date _____



FULLY EXECUTED - CHANGE 3
Contract Number: 4400011821
Original Contract Effective Date: 09/26/2013
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Valid From: 10/01/2013 To: 09/30/2018

Supplier Name:
MOHAWK CARPET DISTRIBUTION INC

Header Text

This is a turnkey contract for carpet and it's installation. PIBH has the fist right of refusal for State Agencies. Co-stars end users can use whomever they like, but have to follow prevailing wage guidelines.

Any questions call or e-mail Lilly Mangan 717-346-3846

Lmangan@pa.gov

No further information for this Contract

Information:

**FULLY EXECUTED - CHANGE 2**

Contract Number: 4400011821

Original Contract Effective Date: 09/26/2013

Contract Change Date: 09/27/2016

Valid From: 10/01/2013 To: 09/30/2017

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

Your SAP Vendor Number with us: 187319**Supplier Name/Address:**

MOHAWK CARPET DISTRIBUTION INC
160 S INDUSTRIAL BLVD
CALHOUN GA 30701-3030 US

Supplier Phone Number: 7173190826**Contract Name:**

Mohawk Carpet

Purchasing Agent**Name: Peek Lilly****Phone: 717-346-3846****Fax: 717-783-6241****Please Deliver To:**

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

*** Validity Period Changed ***						
3	Materials	0.000		0.00	1	0.00

General Requirements for all Items:**Information:**

Supplier's Signature _____

Printed Name _____

Title _____

Date _____



FULLY EXECUTED - CHANGE 2
Contract Number: 4400011821
Original Contract Effective Date: 09/26/2013
Contract Change Date: 09/27/2016
Valid From: 10/01/2013 To: 09/30/2017

Supplier Name:
MOHAWK CARPET DISTRIBUTION INC

Header Text

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Lmangan@pa.gov

No further information for this Contract

Information:

**FULLY EXECUTED - CHANGE 1****Contract Number: 4400011821**

Contract Change Effective Date: 09/22/2015

Valid From: 10/01/2013 To: 09/30/2016

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

Your SAP Vendor Number with us: 187319**Purchasing Agent****Name:** Peek Lilly**Phone:** 717-346-3846**Fax:** 717-783-6241**Supplier Name/Address:**

MOHAWK CARPET DISTRIBUTION INC
160 S INDUSTRIAL BLVD
CALHOUN GA 30701-3030 US

Supplier Phone Number: 7173190826**Please Deliver To:**

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

Contract Name:

Mohawk Carpet

Payment Terms

NET 30

Solicitation No.: 6100025600

Issuance Date: 06/10/2013

Supplier Bid or Proposal No. (if applicable): 6500066329

Solicitation Submission Date: 07/05/2013

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

*** Validity Period Changed ***						
3	Materials	0.000		0.00	1	0.00

General Requirements for all Items:**Information:**

Supplier's Signature _____

Printed Name _____

Title _____

Date _____



FULLY EXECUTED - CHANGE 1

Contract Number: 4400011821

Contract Change Effective Date: 09/22/2015

Valid From: 10/01/2013 To: 09/30/2016

Supplier Name:

MOHAWK CARPET DISTRIBUTION INC

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Lmangan@pa.gov

No further information for this Contract

Information:



FULLY EXECUTED
Contract Number: 4400011821
Contract Effective Date: 09/26/2013
Valid From: 10/01/2013 To: 09/30/2015

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

Your SAP Vendor Number with us: 187319

Purchasing Agent

Name: Mangan Lilly
Phone: 717-346-3846
Fax: 717-783-6241

Supplier Name/Address:
MOHAWK CARPET DISTRIBUTION LP
160 S INDUSTRIAL BLVD
CALHOUN GA 30701-3030 US

Supplier Phone Number: 7173190826
Supplier Fax Number: 610-682-7765

Contract Name:
Mohawk Carpet

Please Deliver To:

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the time of the Purchase Order
unless specified below.

Payment Terms
NET 30

Solicitation No.: 6100025600

Issuance Date: 06/10/2013

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2	Installation	0.000		0.00	1	0.00
3	Materials	0.000		0.00	1	0.00

General Requirements for all Items:

Header Text

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Any questions call or e-mail Lilly Mangan 717-346-3846

Lmangan@pa.gov

No further information for this Contract

Information:

Supplier's Signature _____

Printed Name _____

Title _____

Date _____

Attachment (A)
Suppliers Must Complete All That Applies

	Description	Unit Price	Per	Supplier #	Supplier Name
	Contract # 4400003247			Vender #: 65000066326	Mohawk Distribution Carpet
	Installation on open, empty space on a clean floor. Unit price does not include adhesive or any other material. Prices quoted are for work to be performed during normal working hours, Monday through Friday, holidays excluded. All work performed and materials used to install carpet will be in conjunction with the manufacturer's warranty. Please provide ALL information that applies.				
A	Direct glue down without attached cushion	\$8.50	Sq Yard		
B	Direct glue down with attached cushion	\$9.25	Sq Yard		
C	Double stick or double glue down	\$13.00	Sq Yard		
D	Stretch-in (tackless) over separate cushion (power stretch will be used)	\$10.50	Sq Yard		
E	Carpet tiles, free lay	\$8.50	Sq Yard		
F	Carpet tiles, full spread of releasable adhesive	\$9.50	Sq Yard		
G	Carpet tiles, grid application of releasable adhesive	\$9.75	Sq Yard		
H	Carpet rolls	\$8.50	Sq Yard		
	Materials				
I	Cove Base 4"	\$1.35	Linear Ft		
J	Cove Base 6"	\$2.00	Linear Ft		
K	Reducer Strip	\$2.50	Linear Ft		
L	Stair Nosing	\$4.50	Linear Ft		
M	Strair Nose Epoxy Adhesive	\$47.40	Cartridge		
N	Double Face Tape	\$35.00	Roll		
	Additional Services				
O	Furniture removal/reinstallation	\$70.00	Per Hour		
P	Furniture Life for Occupied space	\$19.00	Sq Yard		
Q	Floor preperation	\$65.00	Per Hour		
R	Carpet take-up	\$3.00	Sq Yard		
S	Carpet Recycling	\$3.00	Sq Yard		
T	Carpet Disposal	\$1.50	Sq Yard		
U	Labor to install cove base	\$1.75	Linear Ft		
V	Labor to install reducer strips	\$1.75	Linear Ft		
	Installation and additional services that apply shall be performed during off hours with no disruption of area occupants.				
Warranties: Must use Mohawk Group adhesive for warranty compliance Karastan, Lees, Bigelow carpets					

NOTE: If prevailing wage applies, the end using agency will provide that pricing.

Mohawk Broadloom

Contract # 4400011821

Roll Size: Min 100 LF

Style Name	Style #	Collection	Oz Weight	Backing	NSF-140	TARR	Declare Label*	EPD's and HDP's **	State Roll sy2	State Cut sy2
Achieve It	BC301	Working Together	20	Unibond Plus	Gold	Heavy	Red List Free	Yes	22.90	24.80
Artist / QS	BC199	Pure Genius	20	Weldlok	Gold	Heavy	Red List Free	Yes	13.01	16.23
Artist II / QS	BC380	Pure Genius II	17	Weldlok	Gold	Heavy	Red List Free	Yes	13.01	16.23
Autobiography	BC372	Memoir	29	Unibond Plus	Gold	Heavy	Red List Free	Yes	24.61	27.09
Base Camp / QS	BC332	Explorations	20	Weldlok	Gold	Heavy	Red List Free	Yes	11.58	14.88
Broken Checks / QS	BC403	Intertwined	28	Unibond Plus	Gold	Heavy	Red List Free	Yes	21.45	24.98
CEO / QS	BC197	Pure Genius	16	Weldlok	Gold	Heavy	Red List Free	Yes	13.01	16.23
CEO II / QS	BC382	Pure Genius II	15	Weldlok	Gold	Heavy	Red List Free	Yes	13.01	16.23
City Step / QS	BC215	Urban Virtues	20	Weldlok	Gold	Severe	Red List Free	Yes	13.01	16.23
Clever Spin / QS	BC311	Beyond Expectations	24	Weldlok	Gold	Severe	Red List Free	Yes	13.61	16.84
Close Up	BC379	Shifting Gears	20	Weldlok	Gold	Moderate	Red List Free	Yes	7.76	11.14
Cozy Chic / QS	BQ346	Business Casual	22	Weldlok	Gold	Severe	Red List Free	Yes	12.60	15.79
Cross Country / QS	BQ213	Destination	22	Weldlok	Gold	Severe	Red List Free	Yes	13.09	16.84
Cross Knit / QS	BC375	Fiber Art	16	Unibond Plus	Gold	Heavy	Red List Free	Yes	15.14	18.41
Diffused Selvedge / QS	BC374	Fiber Art	16	Unibond Plus	Gold	Heavy	Red List Free	Yes	15.14	18.41
Doctor / QS	BC198	Pure Genius	20	Weldlok	Gold	Heavy	Red List Free	Yes	13.01	16.23
Doctor II / QS	BC381	Pure Genius II	19	Weldlok	Gold	Heavy	Red List Free	Yes	13.01	16.23
End Result / QS	BC288	Of The Moment	22	Weldlok	Gold	Heavy	Red List Free	Yes	12.31	15.50
Gathered Style / QS	BC404	Intertwined	28	Unibond Plus	Gold	Heavy	Red List Free	Yes	21.45	24.98
Get Real II	BC257	Get Real	28	Weldlok	Plus	Heavy	Red List Free	Yes	22.62	24.44
Get Started	BC406	Get Started	16	Weldlok	Plus	Moderate	Red List Free	Yes	8.73	12.01
Heat	MC080	Emotions	28	Unibond Plus	Gold	Severe	Red List Free	Yes	30.48	31.46
In The Loop / QS	BC309	Beyond Expectations	20	Weldlok	Gold	Heavy	Red List Free	Yes	13.61	16.84
Journal	BC370	Memoir	29	Unibond Plus	Gold	Heavy	Red List Free	Yes	24.61	27.09
Made to Move / QS	BC219	Moving Forward	20	Weldlok	Gold	Severe	Red List Free	Yes	14.37	18.64
Metropolis II	BC258	Metropolis	28	Weldlok	Plus	Heavy	Red List Free	Yes	22.90	25.50
Mindful - Base/ QS	BC397	Mindful	12	Weldlok	Plus	Heavy	Red List Free	NA	5.94	
Mindful - 20 (15')	BC411	Mindful	20	Weldlok	Plus	Heavy	Red List Free	Yes	7.70	11.10
Mindful - 20 / QS	BC395	Mindful	20	Weldlok	Plus	Heavy	Red List Free	NA	6.34	
Mindful - 26 (15')	BC412	Mindful	26	Weldlok	Plus	Heavy	Red List Free	NA	9.01	
Mindful - 26 / QS	BC396	Mindful	26	Weldlok	Plus	Heavy	Red List Free	NA	8.51	
Mindful - 26 Unitary	BC402	Mindful	26	Unitary	Plus	Heavy	Red List Free	NA	9.29	
Modem / QS	BC347	Network	22	Weldlok	Gold	Severe	Red List Free	Yes	12.59	15.79
Monograph	BC369	Memoir	29	Unibond Plus	Gold	Severe	Red List Free	Yes	24.61	27.09
Must Have / QS	BC287	Of The Moment	22	Weldlok	Gold	Heavy	Red List Free	Yes	12.31	15.50
New Basics II 26 / QS	BC265	New Basics	26	Weldlok	Plus	Severe	Red List Free	Yes	11.96	15.14

Style Name	Style #	Collection	Oz Weight	Backing	NSF-140	TARR	Declare Label*	EPD's and HDP's **	State Roll sy2	State Cut sy2
New Basics II 26 Unitary / QS	BC265	New Basics	26	Weldlok Unitary	Plus	Severe	Red List Free	Yes	12.70	15.90
New Basics II 28 / QS	BC266	New Basics	28	Weldlok	Plus	Severe	Red List Free	Yes	12.47	15.66
New Basics II 28 Unitary / QS	BC266	New Basics	28	Weldlok Unitary	Plus	Severe	Red List Free	Yes	13.21	16.43
New Basics III 20 / QS	BC398	New Basics	20	Weldlok	Plus	Severe	Red List Free	Yes	10.43	13.56
New Basics III 26 / QS	BC398	New Basics	26	Weldlok	Plus	Severe	Red List Free	Yes	12.59	15.79
On the Rise / QS	BC221	Moving Forward	20	Weldlok	Gold	Severe	Red List Free	Yes	15.14	18.41
Play Hard / QS	BC290	Balancing Act	22	Weldlok	Gold	Heavy	Red List Free	Yes	15.14	18.41
Playlist / QS	BC373	Top 10	20	Weldlok	Gold	Heavy	Red List Free	Yes	11.70	14.88
Point of Interest / QS	BC201	Urban Virtues	20	Weldlok	Gold	Severe	Red List Free	Yes	13.01	16.23
Radio / QS	BC342	Top 10	20	Weldlok	Gold	Heavy	Red List Free	Yes	11.70	14.88
Random Weave / QS	BC377	Fiber Art	16	Unibond Plus	Gold	Heavy	Red List Free	Yes	15.14	18.41
ReBuild / QS	BC295	New Beginnings	22	Weldlok	Gold	Heavy	Red List Free	Yes	15.14	18.41
ReCharge / QS	BC293	New Beginnings	22	Weldlok	Gold	Heavy	Red List Free	Yes	15.14	18.41
ReThink / QS	BC294	New Beginnings	22	Weldlok	Gold	Heavy	Red List Free	Yes	15.14	18.41
Retrospection	BC371	Memoir	29	Unibond Plus	Gold	Heavy	Red List Free	Yes	24.61	27.09
Router / QS	BC348	Network	22	Weldlok	Gold	Severe	Red List Free	Yes	12.59	15.79
Shifting Gears	BC378	Shifting Gears	16	Weldlok	Green Label	Moderate	Red List Free	Yes	8.73	12.01
Sketch Pad	BC296	Sketch Pad	20	Unibond Plus	Gold	Severe	Red List Free	Yes	21.03	23.75
Smiles	MC112	Emotions	28	Unibond Plus	Gold	Severe	Red List Free	Yes	30.54	32.61
Solve	BC300	Working Together	20	Unibond Plus	Gold	Heavy	Red List Free	Yes	20.65	23.40
Solve II	BC416	Uncharted	20	Unibond Plus	Gold	Heavy	Red List Free	Yes	20.65	23.40
Spectrum 30 V / QS	BC246	Spectrum	30	Weldlok	Plus	Heavy	Red List Free	Yes	13.61	16.84
Spectrum 36 V	BC247	Spectrum	36	Weldlok	Plus	Severe	Red List Free	Yes	20.14	22.93
Tailored Fit / QS	BQ345	Business Casual	22	Weldlok	Gold	Heavy	Red List Free	Yes	12.59	15.79
Teasel Two	BC217	Teasel	30	Unibond Plus	Gold	Severe	Red List Free	Yes	31.90	33.89
Tooled Surface / QS	BC394	Metal Craft	16	Unibond Plus	Gold	Heavy	Red List Free	Yes	16.41	19.73
Trail Mix / QS	BC333	Explorations	20	Weldlok	Gold	Severe	Red List Free	Yes	11.70	14.88
Unique Twist / QS	BC310	Beyond Expectations	24	Weldlok	Gold	Severe	Red List Free	Yes	13.61	16.84
Urban Path / QS	BC202	Urban Virtues	20	Weldlok	Gold	Heavy	Red List Free	Yes	13.01	16.23
Whip Stitch / QS	BC376	Fiber Art	16	Unibond Plus	Gold	Heavy	Red List Free	Yes	15.14	18.41
Wire Mesh / QS	BC393	Metal Craft	16	Unibond Plus	Gold	Heavy	Red List Free	Yes	16.06	
Work Smart / QS	BC291	Balancing Act	22	Weldlok	Gold	Heavy	Red List Free	Yes	15.14	18.41

Warranties: Must use Mohawk Group adhesive for warranty compliance Karastan, Lees, Bigelow carpets

Declare Labels: http://www.mohawkgroup.com/sustainability/transparency_declare.aspx

* Healthy Product Declarations: http://www.mohawkgroup.com/sustainability/transparency_hpd.aspx

** Environmental Product Declarations: http://www.mohawkgroup.com/sustainability/transparency_epd.aspx

Commonwealth Of PA - Confidential Price List
June 1, 2017

Mohawk Modular Tile

Contract # 4400011821

Style Name	Style #	Backing	Collection	Oz Weight	TARR Rating	NSF-140	Declare Label Certification	HPD and EPD *	State Buy sy2
Accountable II / QS	BT267	EcoFlex ICT	Accountable	15	Severe	Gold	Yes	Yes	22.15
Achieve It	BT301	EcoFlex ICT	Working Together	20	Heavy	Gold	Yes	Yes	32.86
Artist / QS	BT199	EcoFlex ICT	Pure Genius	20	Heavy	Gold	Yes	Yes	26.05
Artist II / QS	BT380	EcoFlex ICT	Pure Genius II	15	Heavy	Gold	Yes	Yes	26.05
At Bat	BT337	EcoFlex ICT	On Deck	22	Heavy	Gold	Yes	Yes	29.55
Audacious	BT359	EcoFlex ICT	Renegade	15	Severe	Gold	Yes	Yes	28.08
Awareness / QS	BT384	EcoFlex ICT	Retro Rogue	16	Severe	Gold	Yes	Yes	26.43
Blended Twist / QS	BT413	EcoFlex ICT	Artisanal	15	Severe	Gold	Yes	Yes	26.86
Botanical Origin	BT235	EcoFlex ICT	Organic Matrix	22	Heavy	Gold	Yes	Yes	32.21
Caliber / QS	BT282	EcoFlex ICT	Bending Earth	17	Heavy	Gold	Yes	Yes	26.61
CEO / QS	BT197	EcoFlex ICT	Pure Genius	16	Heavy	Gold	Yes	Yes	26.05
CEO II / QS	BT382	EcoFlex ICT	Pure Genius II	15	Heavy	Gold	Yes	Yes	26.05
Chengdu	BT227	EcoFlex ICT	City By City	15	Heavy	Gold	Yes	Yes	29.68
Clever Class / QS	GT408	EcoFlex ICT	Mixology	17	Heavy	Gold	Yes	Yes	18.09
Collaborate	BT297	EcoFlex ICT	Working Together	20	Heavy	Gold	Yes	Yes	32.86
Coolly Noted / QS	BT336	EcoFlex ICT	Mixology	17	Heavy	Gold	Yes	Yes	18.09
Cross Country	BT145	EcoFlex ICT	Destination	22	Severe	Gold	Yes	Yes	34.53
Datum / QS	BT284	EcoFlex ICT	Bending Earth	17	Heavy	Gold	Yes	Yes	26.61
Delhi	BT225	EcoFlex ICT	City By City	15	Heavy	Gold	Yes	Yes	29.76
Dimitywit Plank / QS	BT391	EcoFlex ICT	Creative Tension	16	Severe	Gold	Yes	Yes	29.44
Doctor / QS	BT198	EcoFlex ICT	Pure Genius	20	Severe	Gold	Yes	Yes	26.05
Doctor II / QS	BT381	EcoFlex ICT	Pure Genius II	19	Severe	Gold	Yes	Yes	26.05
Drifted Ground Plank / QS	BT389	EcoFlex ICT	Iconic Earth	16	Heavy	Gold	Yes	Yes	29.44
Elemental Factor	BT272	EcoFlex ICT	Organic Matrix	22	Heavy	Gold	Yes	Yes	32.21
Experiment	BT298	EcoFlex ICT	Working Together	20	Severe	Gold	Yes	Yes	32.86
First One Up / QS	BT286	EcoFlex ICT	FOU	22	Severe	Gold	Yes	Yes	27.02
Fluid Form	BT236	EcoFlex ICT	Organic Matrix	22	Severe	Gold	Yes	Yes	32.21
Headstrong / QS	BT354	EcoFlex ICT	Renegade	15	Severe	Gold	Yes	Yes	24.68
Higher Thinking	BT299	EcoFlex ICT	Working Together	20	Severe	Gold	Yes	Yes	32.86
Hyper Earth Plank	BT405	EcoFlex ICT	Hyper Earth	16	Heavy	Gold	Yes	Yes	34.69
In The Loop / QS	BT309	EcoFlex ICT	Beyond Expectation	20	Heavy	Gold	Yes	Yes	27.56
Insurgent	BT367	EcoFlex ICT	Renegade	15	Heavy	Gold	Yes	Yes	30.42
Knitpick Plank / QS	BT392	EcoFlex ICT	Creative Tension	16	Severe	Gold	Yes	Yes	29.44
Lateral Surface	BT314	EcoFlex ICT	Bending Earth II	17	Severe	Gold	Yes	Yes	29.14
Lead Off	BT338	EcoFlex ICT	On Deck	22	Heavy	Gold	Yes	Yes	29.55

Style Name	Style #	Backing	Collection	Oz Weight	TARR Rating	NSF-140	Declare Label Certification	HPD and EPD *	State Buy sy2
Line Drive / QS	BT339	EcoFlex ICT	On Deck	15	Heavy	Gold	Yes	Yes	23.13
Metalmorphic Plank / QS	BT388	EcoFlex ICT	Iconic Earth	16	Heavy	Gold	Yes	Yes	29.44
Mix & Match Plank / QS	BT385	EcoFlex ICT	Retro Rogue	16	Severe	Gold	Yes	Yes	29.44
Mutineer	BT366	EcoFlex ICT	Renegade	15	Heavy	Gold	Yes	Yes	30.42
New Basics III / QS	BT400	EcoFlex ICT	New Basics	18	Heavy	Gold	Yes	Yes	24.17
One First / QS	MT086	EcoFlex ICT	FOU	24	Severe	Gold	Yes	Yes	30.75
Paved Freedom	BT306	EcoFlex ICT	Scenic Journey	24	Heavy	Gold	Yes	Yes	33.84
Picture This / QS	BT334	EcoFlex ICT	Mixology	17	Severe	Gold	Yes	Yes	18.09
Posture This / QS	BT407	EcoFlex ICT	Mixology	17	Severe	Gold	Yes	Yes	18.09
Ready Confetti / QS	BT383	EcoFlex ICT	Retro Rogue	16	Severe	Gold	Yes	Yes	27.00
Rebel	BT357	EcoFlex ICT	Renegade	15	Severe	Gold	Yes	Yes	27.03
Reckless / QS	BT353	EcoFlex ICT	Renegade	15	Severe	Gold	Yes	Yes	24.68
Reflective Symmetry	BT312	EcoFlex ICT	Bending Earth II	17	Severe	Gold	Yes	Yes	29.14
Restore	BT417	EcoFlex ICT	Uncharted	16	Severe	Gold	Yes	Yes	32.99
Riot / QS	BT355	EcoFlex ICT	Renegade	15	Severe	Gold	Yes	Yes	24.68
Sector / QS	BT285	EcoFlex ICT	Bending Earth	17	Heavy	Gold	Yes	Yes	26.61
Seek Unique / QS	BT335	EcoFlex ICT	Mixology	17	Heavy	Gold	Yes	Yes	18.09
Seoul	BT226	EcoFlex ICT	City By City	15	Heavy	Gold	Yes	Yes	29.76
Sketch Pad	BT296	EcoFlex ICT	Sketch Pad	20	Severe	Gold	Yes	Yes	30.18
Solve	BT300	EcoFlex ICT	Working Together	20	Severe	Gold	Yes	Yes	32.99
Solve II	BT416	EcoFlex ICT	Uncharted	16	Heavy	Gold	Yes	Yes	32.99
Spatial / QS	BT283	EcoFlex ICT	Bending Earth	17	Heavy	Gold	Yes	Yes	26.61
Speed Limit	BT308	EcoFlex ICT	Scenic Journey	24	Severe	Gold	Yes	Yes	34.45
Statement Stone / QS	BT390	EcoFlex ICT	Iconic Earth	16	Heavy	Gold	Yes	Yes	27.00
Structured Motion	BT271	EcoFlex ICT	Organic Matrix	22	Severe	Gold	Yes	Yes	34.08
Threaded Craft / QS	BT414	EcoFlex ICT	Artisanal	15	Severe	Gold	Yes	Yes	26.86
Travel Time	BT307	EcoFlex ICT	Scenic Journey	24	Severe	Gold	Yes	Yes	34.45
Vandal	BT358	EcoFlex ICT	Renegade	15	Severe	Gold	Yes	Yes	27.03
Vanishing Point	BT313	EcoFlex ICT	Bending Earth II	17	Heavy	Gold	Yes	Yes	29.14
Variegated Grid	BT237	EcoFlex ICT	Organic Matrix	22	Severe	Gold	Yes	Yes	32.21
Venturesome / QS	BT356	EcoFlex ICT	Renegade	15	Severe	Gold	Yes	Yes	25.21
WildStyle	BT360	EcoFlex ICT	Renegade	15	Severe	Gold	Yes	Yes	27.03
X-Factor / QS	BT212	EcoFlex ICT	X Factor	14	Severe	Gold	Yes	Yes	22.83

Warranties: Must use Mohawk Group adhesive for warranty compliance Karastan, Lees, Bigelow carpets

Packaging: 8.0 sy2 per carton

Declare Labels: http://www.mohawkgroup.com/sustainability/transparency_declare.aspx

Healthy Product Declarations: http://www.mohawkgroup.com/sustainability/transparency_hpd.aspx

Environmental Product Declarations: http://www.mohawkgroup.com/sustainability/transparency_epd.aspx

Commonwealth of Pa Carpet Contract
June 1, 2017

Mohawk Duracolor Broadloom

Contract # 4400011821

Roll Size Min 100 LF

Style Name	Style #	Collection	Oz Weight	TARR Rating	NSF-140	Declare Label	HPD and EPD *	List Price	State Buy Roll sy2	State Buy Cut sy2
Brain Power	GL136	Mind Over Matter	20	Heavy	Gold	Red List Free	Yes	33.28	28.50	33.26
Brera	GL018	Brera	30	Severe	Gold	Red List Free	Yes	42.91	36.23	41.29
By The Book	GL091	Class Act	18	Severe	Gold	Red List Free	Yes	32.06	27.53	32.25
Chilled Check / QS	GL320	Get SmArt	26	Severe	Gold	Red List Free	Yes	28.94	24.58	26.88
Elegant Cloth	GL181	Silk Road	26	Severe	Gold	Red List Free	Yes	35.23	33.60	35.39
Emerging Lights II	GL157	Sequences II	22	Severe	Gold	Red List Free	Yes	31.37	26.97	31.68
Exotic Fauna	GL182	Silk Road	26	Severe	Gold	Red List Free	Yes	35.23	33.60	35.39
Faculty Remix	GL154	Faculty Remix	26	Severe	Gold	Red List Free	Yes	29.45	25.65	30.30
Flamestitch III	GL168	Flamestitch	22	Severe	Gold	Red List Free	Yes	31.36	29.66	31.66
Foreign Flora	GL183	Silk Road	26	Heavy	Gold	Red List Free	Yes	35.23	33.60	35.39
Forward Vision	GL135	Mind Over Matter	20	Severe	Gold	Red List Free	Yes	33.28	28.60	33.36
High Marks	GL108	Class Act	20	Severe	Gold	Red List Free	Yes	32.06	27.53	32.25
Horsepower II	GL170	Motorsport II	24	Severe	Gold	Red List Free	Yes	33.28	31.35	33.26
Know-How	GL137	Mind Over Matter	20	Severe	Gold	Red List Free	Yes	33.28	28.50	33.26
Luxury Trade	GL184	Silk Road	26	Heavy	Gold	Red List Free	Yes	35.23	33.60	35.39
Ornate Metal	GL185	Silk Road	26	Heavy	Gold	Red List Free	Yes	35.23	33.60	35.39
Photofinish II	GL169	Motorsport II	24	Severe	Gold	Red List Free	Yes	33.28	31.35	33.26
Take Note	GL090	Class Act	18	Severe	Gold	Red List Free	Yes	32.06	27.53	32.25
Wavelength	GL149	Power Surge	20	Severe	Gold	Red List Free	Yes	33.28	28.50	33.26

Warranties: Must use Mohawk Group adhesive for warranty compliance Karastan, Lees, Bigelow carpets

Roll Size: Min 100 lf

Declare Labels: http://www.mohawkgroup.com/sustainability/transparency_declare.aspx

* Healthy Product Declarations: http://www.mohawkgroup.com/sustainability/transparency_hpd.aspx

** Environmental Product Declarations: http://www.mohawkgroup.com/sustainability/transparency_epd.aspx

Specifications are subject to change at the discretion of the Manufacture

Mohawk Duracolor Modular Tile

Contract # 4400011821

Style Name	Style #	Backing	Brand	Collection	TARR Rating	NSF-140	DeClare Labels	Oz Weight	List Price	State Buy sy2
A Premonition II	GT161	EcoFlex NXT	Lees	Sixth Sense II	Severe	Gold	Red List Free	22	53.98	50.03
Amplitude	GT147	EcoFlex NXT	Lees	Power Surge	Heavy	Gold	Red List Free	22	46.19	41.45
Amused II	GT313	EcoFlex NXT	Lees	State of Mind III	Severe	Gold	Red List Free	24	54.94	50.88
Analogue	GT110	EcoFlex NXT	Lees	Fresh Observations	Severe	Gold	Red List Free	16	36.90	36.31
Archaic Form Plank	GT321	EcoFlex NXT	Lees	Aslytered States	Severe	Gold	Red List Free	19	45.02	42.12
Blurred Lines	GT191	EcoFlex NXT	Lees	Altered States	Severe	Gold	Red List Free	19	41.17	38.72
Braided Stream II	GT175	EcoFlex NXT	Lees	Modern Organics II	Severe	Gold	Red List Free	24	44.33	41.51
Brain Power	GT136	EcoFlex NXT	Lees	Mind Over Matter	Severe	Gold	Red List Free	20	42.88	41.51
By The Book	GT091	EcoFlex NXT	Lees	Class Act	Severe	Gold	Red List Free	17	40.46	38.10
Character Lines	GT099	EcoFlex NXT	Lees	Beautiful Abandon	Severe	Gold	Red List Free	20	50.76	47.19
City Fragments	GT100	EcoFlex NXT	Lees	Beautiful Abandon	Severe	Gold	Red List Free	20	50.76	47.19
Colorbeat	GT160	EcoFlex NXT	Lees	Colorbeat	Severe	Gold	Red List Free	22	39.53	38.72
Colorbeat Plank	GT298	EcoFlex NXT	Lees	Colorbeat	Severe	Gold	Red List Free	22	43.38	42.27
Curious	GT150	EcoFlex NXT	Lees	State of Mind II	Severe	Gold	Red List Free	23	45.31	42.38
DesignConnect II	GT106	EcoFlex NXT	Lees	Abaca II	Severe	Gold	Red List Free	20	49.03	45.66
DesignFrame	GT107	EcoFlex NXT	Lees	Abaca II	Severe	Gold	Red List Free	20	49.03	45.66
DesignScene II	GT105	EcoFlex NXT	Lees	Abaca II	Severe	Gold	Red List Free	20	47.97	44.72
Dotted Infusion Plank	GT301	EcoFlex NXT	Lees	Breaking Form	Severe	Gold	Red List Free	19	45.02	40.47
Ecosphere / QS	GT333	EcoFlex NXT	Lees	Expedition	Severe	Gold	Red List Free	20	38.84	33.80
Emerging Lights II	GT157	EcoFlex NXT	Lees	Sequences II	Severe	Gold	Red List Free	21	46.28	41.53
Enthralled II	GT314	EcoFlex NXT	Lees	State of Mind III	Severe	Gold	Red List Free	24	54.94	50.88
Faculty Remix	GT154	EcoFlex NXT	Lees	Faculty Remix	Severe	Gold	Red List Free	26	41.45	35.92
FirstStep II / QS	GT315	EcoFlex ICT	Lees	Tuff Stuff II	Severe	Gold	Yes	38	84.64	72.44
Flamestitch III	GT168	EcoFlex NXT	Lees	Flamestitch	Severe	Gold	Red List Free	20	47.23	41.01
Forward Vision	GT135	EcoFlex NXT	Lees	Mind Over Matter	Severe	Gold	Red List Free	20	42.88	38.65
Get Around	GT092	EcoFlex NXT	Lees	Class Act	Severe	Gold	Red List Free	17	40.46	38.10
Glaze II	GT165	EcoFlex NXT	Lees	Places And Spaces III	Severe	Gold	Red List Free	20	50.13	44.79
Ground Strata II	GT159	EcoFlex NXT	Lees	Sequences II	Severe	Gold	Red List Free	21	46.28	41.53
Hem	GT178	EcoFlex NXT	Lees	Denim	Severe	Gold	Red List Free	17	39.53	35.82
Hem Plank	GT295	EcoFlex NXT	Lees	Denim	Severe	Gold	Red List Free	17	46.94	40.77
Hexagonal Infusion Plank	GT299	EcoFlex NXT	Lees	Breaking Form	Severe	Gold	Red List Free	19	45.02	43.78
High Marks	GT108	EcoFlex NXT	Lees	Class Act	Severe	Gold	Red List Free	20	40.46	38.10
Horsepower II	GT170	EcoFlex NXT	Lees	Motorsport II	Severe	Gold	Red List Free	22	49.16	45.78
Hustle & Bustle	GT307	EcoFlex NXT	Lees	On The Scene	Severe	Gold	Red List Free	18	37.31	33.94
Hydrosphere / QS	GT332	EcoFlex NXT	Lees	Expedition	Severe	Gold	Red List Free	20	38.84	33.80
Inner Core Plank / QS	GT336	EcoFlex NXT	Lees	Expedition	Severe	Gold	Red List Free	20	44.57	37.62
Inseam Plank	GT297	EcoFlex NXT	Lees	Denim	Severe	Gold	Red List Free	17	46.94	40.77
Into It / QS	GT319	EcoFlex NXT	Lees	Get SmArt	Severe	Gold	Red List Free	18	39.80	33.84
It's a Sign II	GT162	EcoFlex NXT	Lees	Sixth Sense II	Severe	Gold	Red List Free	22	53.98	50.03
Jacket II	GT171	EcoFlex NXT	Lees	Menswear II	Severe	Gold	Red List Free	18	43.38	40.67
Jean	GT177	EcoFlex NXT	Lees	Denim	Severe	Gold	Red List Free	17	39.53	35.82
Kinesthetic Plank / QS	GT317	EcoFlex NXT	Lees	Get SmArt	Severe	Gold	Red List Free	18	45.52	39.21
Know-How	GT137	EcoFlex NXT	Lees	Mind Over Matter	Severe	Gold	Red List Free	20	42.88	38.65
Late Night	GT306	EcoFlex NXT	Lees	On The Scene	Severe	Gold	Red List Free	18	37.31	33.94
Layered Earth / QS	GT335	EcoFlex NXT	Lees	Expedition	Severe	Gold	Red List Free	20	38.84	33.80
Lithosphere / QS	GT334	EcoFlex NXT	Lees	Expedition	Severe	Gold	Red List Free	20	38.84	33.80
Mast II	GT166	EcoFlex NXT	Lees	Places And Spaces III	Severe	Gold	Red List Free	20	50.13	44.79
Mischievous	GT151	EcoFlex NXT	Lees	State of Mind II	Severe	Gold	Red List Free	23	45.31	44.05
Newcomer	GT156	EcoFlex NXT	Lees	Faculty Remix	Severe	Gold	Red List Free	25	41.45	35.92
Off The Wall	GT195	EcoFlex NXT	Lees	Street Thread	Severe	Gold	Red List Free	23	51.08	47.48
On The Surface II	GT176	EcoFlex NXT	Lees	Modern Organics II	Severe	Gold	Red List Free	22	44.33	41.51
Outer Core Plank / QS	GT337	EcoFlex NXT	Lees	Expedition	Severe	Gold	Red List Free	20	44.57	37.62
Outer Layers Plank	GT323	EcoFlex NXT	Lees	Altered States	Severe	Gold	Red List Free	19	45.02	42.12
Parkway II	GT167	EcoFlex NXT	Lees	Places And Spaces III	Severe	Gold	Red List Free	20	50.13	44.79
Photofinish II	GT169	EcoFlex NXT	Lees	Motorsport II	Severe	Gold	Red List Free	22	49.16	45.78
Pix II	GT158	EcoFlex NXT	Lees	Sequences II	Severe	Gold	Red List Free	26	50.13	44.79
Pop Icon	GT194	EcoFlex NXT	Lees	Street Thread	Severe	Gold	Red List Free	23	51.08	47.48
Reawakened Plank	GT302	EcoFlex NXT	Lees	New Vintage	Heavy	Gold	Red List Free	18	45.02	40.80
Rediscovered Plank	GT303	EcoFlex NXT	Lees	New Vintage	Heavy	Gold	Red List Free	18	45.02	40.80
Relative Degree	GT192	EcoFlex NXT	Lees	Altered States	Severe	Gold	Red List Free	19	41.17	38.72
Rendered Reality	GT193	EcoFlex NXT	Lees	Altered States	Severe	Gold	Red List Free	19	41.17	38.72
River Rush II	GT174	EcoFlex NXT	Lees	Modern Organics II	Severe	Gold	Red List Free	22	44.33	41.51
Rookie	GT155	EcoFlex NXT	Lees	Faculty Remix	Severe	Gold	Red List Free	25	41.45	34.60
Selvedge	GT179	EcoFlex NXT	Lees	Denim	Severe	Gold	Red List Free	17	39.53	35.82
Shirt II	GT173	EcoFlex NXT	Lees	Menswear II	Severe	Gold	Red List Free	20	49.16	43.97
Spherical Infusion Plank	GT300	EcoFlex NXT	Lees	Breaking Form	Severe	Gold	Red List Free	19	45.02	43.78
Starting Over	GT316	EcoFlex NXT	Lees	Starting Over	Severe	Gold	Red List Free	20	36.90	34.94
Step In Style II / QS	GT312	EcoFlex ICT	Lees	Tuff Stuff II	Severe	Gold	Yes	30	78.91	67.70
Step Up II / QS	GT311	EcoFlex ICT	Lees	Tuff Stuff II	Severe	Gold	Yes	38	90.36	77.18
Streetscapes	GT308	EcoFlex NXT	Lees	On The Scene	Severe	Gold	Red List Free	18	37.31	33.94

SuperFresh	GT196	EcoFlex NXT	Lees	Street Thread	Severe	Gold	Red List Free	23	51.08	47.48
Take Note	GT090	EcoFlex NXT	Lees	Class Act	Severe	Gold	Red List Free	17	40.46	38.10
Taped Off	GT197	EcoFlex NXT	Lees	Street Thread	Severe	Gold	Red List Free	23	49.16	45.78
The Field II	GT104	EcoFlex NXT	Lees	Abaca II	Severe	Gold	Red List Free	20	52.97	45.78
The Flow	GT109	EcoFlex NXT	Lees	Abaca II	Severe	Gold	Red List Free	18	43.33	40.63
The Groove II	GT103	EcoFlex NXT	Lees	Abaca II	Severe	Gold	Red List Free	21	51.37	46.40
Tranquil Beauty Plank	GT309	EcoFlex NXT	Lees	Tranquil Beauty	Heavy	Gold	Red List Free	18	43.09	38.84
Transformative	GT324	EcoFlex NXT	Lees	Serenity	Severe	Gold	Red List Free	22	46.94	42.10
Transoirmed Façade Plank	GT322	EcoFlex NXT	Lees	Altered States	Severe	Gold	Red List Free	21	45.02	42.12
Vacant Beauty	GT101	EcoFlex NXT	Lees	Beautiful Abandon	Severe	Gold	Red List Free	20	50.04	46.55
Vest	GT172	EcoFlex NXT	Lees	Menswear II	Severe	Gold	Red List Free	22	41.45	37.71
Wavelength	GT149	EcoFlex NXT	Lees	Power Surge	Severe	Gold	Red List Free	20	44.26	38.19
Wellbeing	GT325	EcoFlex NXT	Lees	Serenity	Severe	Gold	Red List Free	22	46.94	42.10
Work It! 17	GT142	EcoFlex NXT	Lees	Work It	Severe	Gold	Red List Free	17	34.34	32.69
Work It! 26	GT143	EcoFlex NXT	Lees	Work It	Severe	Gold	Red List Free	26	40.41	38.04
Write Direction Plank / Q	GT318	EcoFlex NXT	Lees	Get SmArt	Severe	Gold	Red List Free	18	44.57	38.02
Zip It Plank	GT296	EcoFlex NXT	Lees	Denim	Severe	Gold	Red List Free	17	45.02	40.47

Warranties: Must use Mohawk Group adhesive for warranty compliance Karastan, Lees, Bigelow carpets

Carton Size: 8.0 sy2

Specifications are subject to change at the discretion of the Manufacture

Denotes Quick Ship designs

Declare Labels: http://www.mohawkgroup.com/sustainability/transparency_declare.aspx

* Healthy Product Declarations: http://www.mohawkgroup.com/sustainability/transparency_hpd.aspx

** Environmental Product Declarations: http://www.mohawkgroup.com/sustainability/transparency_epd.aspx

Specifications are subject to change at the discretion of the Manufacture

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Oct 2013



MOHAWK LUXURY COMMERCIAL TILES

30 Mil (0.7mm) Wear Layer, 20 Year Warranty

	Product	SKU	Gauge	Size	Sq. Ft. Per Carton	Weight (lbs)	State Buy SF
Up to 12 week production when not in stock	Classic Series	WP7	3.0mm	7.25" x 48"	38.7	43.4	\$5.85
	Antique Series	WP9	3.0mm	9" x 48"	36	40.4	\$5.85
	Slate Collection	SL0	3.0 mm	18" x 18"	36	40.4	\$5.85
	Granite Collection	GN0	3.0 mm	18" x 18"	36	40.4	\$5.85
	Wood Collection	WP0	3.0 mm	4" x 36"	36	40.4	\$5.85
	Exotic	EXC/OAK	3.0 mm	4" x 36"	36	40.4	\$5.85
	Bamboo	BMB	3.0 mm	4" x 36"	36	40.4	\$5.85
	Imprenza - Concrete	CCO	3.0 mm	18" x 18"	36	40.4	\$5.85
	Imprenza - Terrazzo	GNT	3.0 mm	18" x 18"	36	40.4	\$5.85
	Imprenza - Travertine	TVO	3.0 mm	24" x 12"	36	40.4	\$5.85
	Cork	CRK	3.0 mm	18" x 18"	36	40.4	\$5.85
	Premium Products						
	Metallics	MT0	3.0 mm	18" x 36"	36	40.4	\$6.92
	Rustic	WPR	3.0 mm	6" x 36"	36	42	\$6.92
	Accessories				SF Each		
	Inserts	IMR	3.0 mm	4" x 4"	0.15		\$0.15
	Borders	BMR	3.0 mm	4" x 36"	1.33		\$1.33
Four week production if not in stock	Active Tec, Luxury Vinyl Tile (Floating Floor) plank 3.0 mm (1/8" gauge), underlayment 1.5mm						State Buy
	Active Tec Luxury Vinyl Tile (Floating Floor), 12mil (0.30mm) Wear Layer, 10 Year Commercial Warranty, Each carton contains 16 - 6" X 36" LVT planks and 9 - 12" X 36" underlayments strips						
		LP6	4.5mm	6" x 36"	24	46	\$4.36
	StoneWalk -Acrylic Polymer Based (Four times quieter than vct)	STN	.080" 2 mm	12 x 12 (600 & 800 Series Color Line)	55	49	\$2.09
				18 x 18 (600 Series Color Line)	45	42	\$2.30

Adhesives

PRODUCT		SIZE		Spread Rate	Cost		
3lbs moisture	AD-33	400 ml	12.8 oz Dual Cartridge	Up to 50 lin ft	\$53.00		
5lbs moisture	#777 Acrylic Adhesive - Trowel Included With Shipment(Can be Used as A Pressure Sensitive Adhesive or Wet Set Adhesive) - Rubber Tiles, Sports Floor, Stair Treads & Medi-Flex/Medi-Flex II, SKU (AWP77)	15 L	4 Gal.	Up To 800/1,000SF	\$186.76		
		3.79 L	1 Gal.	Up To 200/250SF	\$56.34		
3lbs moisture	#529SF, Solvent Free Epoxy Adhesive - Rubber Tiles, Sports Floor, Stair Treads, Medi-Flex & Medi-Flex II SKU (SFE)	3.79 L	1 Gal. 2 Parts	Up To 160/200SF	\$102.49		
5lbs moisture	#530SF, Solvent Free Polyurethane Adhesive, Luxury Tile (30mil) , Rubber Tiles, Sports Floor, Stair Treads, Medi-Flex & Medi-Flex II - SKU (SFE30)	3.79 L	1 Gal. 2 Parts	Up To 160/200SF	\$113.49		
5 lbs Moisture	PS30 - Acrylic Pressure Sensitive Adhesive (trowel included) - StoneWalk & Luxury Vinyl Tile - SKU (PS30)	3.79 L	1 Gal.	Up To 200/250SF	\$57.20		
		15 L	4 Gal.	Up To 800/1,000SF	\$196.49		
5 lbs Moisture	AD610 Acrylic Wet Set Adhesive - StoneWalk SKU (AD610)	3.79 L	1 Gal.	Up To 200SF	\$39.32		
		15 L	4 Gal.	Up To 800SF	\$154.35		
Moisture Kits	Anhydrous Calcium Chloride / Moisture Test Unit SKU (MTKC)	MTKB			\$38.99		

F.O.B. Sherbrooke (Quebec), Prepaid to Trenton, Collect Beyond

Prices in U.S. funds.

Prices, terms (net 30) and conditions of sale are subject to change without notice.

All returned goods must have prior approval and must be shipped prepaid. 20% Restock Fee

F.O.B. Sherbrooke (Quebec), Prepaid to Trenton, Collect Beyond

Prices in U.S. funds.

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All returned goods must have prior approval and must be shipped prepaid.



October 2013

MOHAWK COMMERCIAL RUBBER FLOORING



Three Week
Production If Not
In Stock
(Produced in
Canada)

Rubber Tiles									
Product	SKU	Gauge	Size	Unit of Measure	Weight (lbs)	State Buy			
Slate Profile - Solid Colors	MCA	3.00 mm - 1/8"	17-13/16" x 17-13/16"	44 sf	49	\$9.01			
			35-11/16" x 35-11/16"	8.84 sf	9.8	\$8.75			
Slate & Hammered Profile (Fleck Visual)	MLS (Slate) DSH (Hammered)	3.00 mm - 1/8"	17-13/16" x 17-13/16"	44 sf	Slate 49 Hammered 60	\$9.01			
			35-11/16" x 35-11/16"	8.84 sf	Slate 9.8 Hammered 10	\$8.75			
Round Profile - Solid Colors	MCR (round)	3.00 mm - 1/8"	17-13/16" x 17-13/16"	44 sf	44	\$8.09			
			35-11/16" x 35-11/16"	8.84 sf	8.8	\$7.87			

Medi-Flex									
Product	SKU	Gauge	Size	Unit of Measure	Weight (lbs)	State Buy			
Medi-Flex	RRO	0.080" (2 mm)	5' x 50' nominal	SF	180	\$5.80			
Medi-Flex	RRO3	0.118" (3mm)	5' x 50' nominal	SF	265	\$6.99			
Medi-Flex II	ADV	0.080" (2 mm)	5' x 50' nominal	SF	180	\$5.76			
Medi-Flex II	ADV3	0.118" (3mm)	5' x 50' nominal	SF	265	\$7.28			
Durabond Seam Sealer	Chemical Weld Durabond U-10fl adhesive cartridge	LOCH	1.7 FLOZ (coverage / 40 lf)	Each		\$25.84			
	Dual cartridge manual gun	LOCD		Each		\$101.31			
	Square mix nozzles - 10 pack	LOCN		Each		\$24.96			
	Durabond Package (includes dual cartridge manual gun & square mix nozzles - 10 pack)	LOCP		Each		\$121.25			
	Heat Welding Rods	RHW	150 LF SPOOL	Each		\$43.77			
Medi-Flex ProTech Cove	ProTech Cove 2mm - Two week production - Made To Order (3mm ProTech Cove Set Up As Needed)	PROT	0.080" (2 mm)	10 ft / 4" Base x 3" Toe	L / FT	\$7.07			
				10 ft / 6" Base x 3" Toe	L / FT	\$8.07			
Medi-Flex II ProTech Cove	ProTech Cove II 2mm - Two week production - Made To Order (3mm ProTech Cove Set Up As Needed)	PRAT	0.080" (2 mm)	10 ft / 4" Base x 3" Toe	L / FT	\$7.79			
				10 ft / 6" Base x 3" Toe	L / FT	\$8.84			
Protech Cap	Stain steel protech cap - Two week production - Made To Order	PCAP	1/8"	8 ft	L / FT	\$2.61			

Stair Treads

Stair Treads									
Product	SKU	Gauge	Size	Unit of Measure	Weight (lbs)	State Buy			
Four week production if not in stock (Produced in Canada)	Round profile with ribbed nosing / cut back design for ADA / Nose & Tread	RTR	(1/8") 3.17 mm	36", 48", 72"	L Ft	36" - 4.3 48" - 5.7 72" - 8.5	\$15.13		
	One Piece Round with smooth nosing / cut back design for ADA / Nose, Tread, Riser	OPR	(1/8") 3.17 mm	36", 48", 72"	L Ft	36" - 6 48" - 8 72" - 12	\$16.29		
Four week production if not in stock (Produced in Canada)	Visually Impaired Stair Treads Round profile with ribbed nosing / cut back design for ADA/ Made To Order/ Nose, Tread, Carborendum Strip	RVR	(1/8") 3.17 mm	36", 48", 72"	L Ft	36" - 4.3 48" - 5.7 72" - 8.5	\$18.24		
	Visually Impaired Stair Treads One Piece Round with smooth nosing / cut back design for ADA/ Made To Order/ Nose, Tread, Riser, Carborendum Strip	OVR	(1/8") 3.17 mm	36", 48", 72"	L Ft	36" - 6.6 48" - 8.8 72" - 13.2	\$19.80		

When ordering the visually impaired stair treads, please specify the carborendum strip color needed from colors listed below. (no additional charge)

Stair Tread	SKU	Gauge	Size	Unit of Measure	State Buy				
Tactile Tile - order of 200 sheets/ Made To Order	TAC	3.17 mm	35-11/16" x 35-11/16"	Sq Ft	\$8.24				
Accessories	Carborendum Strips								
22 - Black	VIT	1/32"	2.5" x 60'	Coil	\$56.12				
18 - White, 52 - Red or 72 - Yellow					\$69.64				
82 - Nightglow					\$99.37				

F.O.B. Sherbrooke (Quebec), Prepaid to Trenton, Collect Beyond
Prices in U.S. funds
Prices, terms and conditions of sales are subject to change without notice.
All returned goods must have prior approval and must be shipped prepaid.

MAY 2013

MOHAWK COMMERCIAL RUBBER FLOORING (TRUE)

Three Week
Production If Not
In Stock
(Produced In
Canada)

Rubber Tiles (TRUE)							
Product	SKU	Gauge	Size	Unit of Measure	Weight (lbs)	Cost SF	
Natural Slate (TRUE) Solid Colors	TRA	3.00 mm - 1/8"	17-13/16" x 17-13/16"	44 sf	49	\$9.01	
			35-11/16" x 35-11/16"	8.84 sf	9.8	\$8.75	
Slate & Hammered (TRUE) Fleck Visual	TRF (Slate) TRM (Hammered)	3.00 mm - 1/8"	17-13/16" x 17-13/16"	44 sf	Slate 49 Hammered 50	\$9.01	
			35-11/16" x 35-11/16"	8.84 sf	Slate 9.8 Hammered 10	\$8.75	
Round (TRUE) Solid Colors	TRR	3.00 mm - 1/8"	17-13/16" x 17-13/16"	44 sf	44	\$8.09	
			35-11/16" x 35-11/16"	8.84 sf	8.8	\$7.87	

Four Week Production If Not In Stock (Produced In Canada)	SKU	Gauge	Size	Unit of Measure	Weight (lbs)	Cost SF				
	Medi-Flex (TRUE) Sheet	TRS2	0.080" (2 mm)	5' x 50' nominal	SF	180	\$5.80			
	Medi-Flex (TRUE) Sheet	TRS3	0.118" (3mm)	5' x 50' nominal	SF	265	\$6.99			
	Medi-Flex (TRUE) Tile	TRST	0.080" (2 mm)	19" x 19" nominal sf per ctn	(60) SF	47	\$7.79			
	Medi-Flex (TRUE) Tile	TRSI	0.118" (3mm)	19" x 19" nominal (40sf per ctn)	SF	47	\$9.55			

CUSTOM COLOR - RUBBER FLOORING (TRUE)

Custom colors are available per the following guidelines. Please contact your American Built-Rite Regional Representative to request a sample

Product Type	Minimum QTY	Overage	Up Charge						
Custom Colors	Tile	1200 sq.ft	10%	No - Up Charge					
Custom Colors	Sheet	2500 sq.ft	10%	No - Up Charge					

Accessories

						Cost				
Durabond Seam Sealer	Chemical Weld Durabond U-100 adhesive cartridge	LOCH	1.7 FL OZ (coverage / 40 ft)	Each		\$25.84				
	Dual cartridge manual gun	LOCD		Each		\$101.31				
	Square mix nozzles - 10 pack	LOCN		Each		\$24.96				
	Durabond Package (includes dual cartridge manual gun & square mix nozzles - 10 pack)	LOCP		Each		\$121.25				
	Heat Welding Rods (TRUE)	TRW	150 LF SPOOL	Each		\$43.77				
Medi-Flex (TRUE) ProTech Cove	ProTech Cove 2mm - Two week production - Made To Order (3mm ProTech Cove Set Up As Needed)	Made To Order (SKU set up as needed)	0.080" (2 mm)	10 ft / 4" Base x 3" Toe	L / FT	\$7.07				
				10 ft / 6" Base x 3" Toe	L / FT	\$8.07				
ProTech Cap	Stain steel protech cap - Two week production - Made To Order	PCAP	1/8"	8 ft	L / FT	\$2.61				

Stair Treads (TRUE)

						Weight (lbs)	Cost			
Four week production if not in stock (Produced in Canada)	Round (TRUE) with ribbed nosing / cut back design for ADA / Nose & Tread	TRN	(1/8") 3.17 mm	36", 48", 72"	L Ft	36" - 4.3 48" - 5.7 72" - 8.5	\$15.13			
	One Piece Round (TRUE) with smooth nosing / cut back design for ADA/ Nose, Tread, Riser	TRO	(1/8") 3.17 mm	36", 48", 72"	L Ft	36" - 6 48" - 8 72" - 12	\$16.29			
Four week production if not in stock (Produced in Canada)	Visually Impaired Stair Treads Round (TRUE) with ribbed nosing / cut back design for ADA/ Made To Order/ Nose, Tread, Carborendum Strip	TRP	(1/8") 3.17 mm	36", 48", 72"	L Ft	36" - 4.3 48" - 5.7 72" - 8.5	\$18.24			
	Visually Impaired Stair Treads One Piece Round (TRUE) with smooth nosing / cut back design for ADA/ Made To Order / Nose, Tread, Riser, Carborendum Strip	TRQ	(1/8") 3.17 mm	36", 48", 72"	L Ft	36" - 6.6 48" - 8.8 72" - 13.2	\$19.80			

When ordering the visually impaired stair treads, please specify the carborendum strip color needed from colors listed below. (no additional charge)

	SKU	Gauge	Size	Unit of Measure	Cost				
Stair Tread	Tactile Tile - order of 200 sheets/ Made To Order	TAC	3.17 mm	35-11/16" x 35-11/16"	Sq Ft	\$8.24			
Accessories	Carborendum Strips	VIT	1/32"	2.5" x 60'					
	22 - Black				Col	\$56.12			
	18 - White, 52 - Red or 72 - Yellow					\$69.64			
	82 - Nightglow					\$99.37			

F.O.B. Sherbrooke (Quebec), Prepaid to Trenton, Collect Beyond

Prices in U.S. funds

Prices, terms and conditions of sales are subject to change without notice.

All returned goods must have prior approval and must be shipped prepaid.

The Mohawk Group

October 2013



MOHAWK ULTIMATE STEP LUXURY COMMERCIAL TILES
 20 Mil (0.5mm)Wear Layer, 10 Year Warranty - Maxium of 200 cartons sold out of Mohawk Warehouse

	Product	SKU	Gauge	Size	Sq. Ft. Per Carton	Weight (lbs)	State Cost SF						
Up to 12 week production when not in stock (Produced in China)	Exotic	US07	3.0 mm, 1/8"	4" x 36"	36	40.4	\$3.67						
	Bamboo	US06	3.0 mm, 1/8"	4" x 36"	36	40.4	\$3.67						
	Granite Collection	US01	3.0 mm, 1/8"	18" x 18"	36	40.2	\$3.67						
	Bird's Eye Maple Collection	US01	3.0 mm, 1/8"	18" x 18"	36	40.2	\$3.67						
	Sand Stone Collection	US01	3.0 mm, 1/8"	18" x 18"	36	40.2	\$3.67						
	Slate Collection	US01	3.0 mm, 1/8"	18" x 18"	36	40.2	\$3.67						
	Beech Collection	US01	3.0 mm, 1/8"	6" x 36"	36	42	\$3.67						
	Maple Collection	US01	3.0 mm, 1/8"	6" x 36"	36	42	\$3.67						
	Cherry Collection	US01	3.0 mm, 1/8"	6" x 36"	36	42	\$3.67						
	Elm Collection	US01	3.0 mm, 1/8"	6" x 36"	36	42	\$3.67						
	Oak Collection	US01	3.0 mm, 1/8"	6" x 36"	36	42	\$3.67						
	Walnut	US01	3.0 mm, 1/8"	6" x 36"	36	42	\$3.67						

PRODUCT	SKU	Gauge	Size	State Cost
ULTIMATE STEP INSERTS	US05	3.0 mm, 1/8"	4" X 4"	\$4.05
ULTIMATE STEP BORDERS	US04	3.0 mm, 1/8"	4" X 36"	\$11.08
ULTIMATE STEP GROUT STRIPS	US03	3.0 mm, 1/8"	3/16" x 36"	\$0.70

PRODUCT	SKU	Size	Spread Rate	State Cost
(3 lbs moisture)	DS100 - DURASET (Acrylic Pressure Sensitive Adhesive) VA46	4 Gal.	800 SF	\$221.25
		1 Gal.	200 SF	\$62.00
		1 QT	50 SF	\$25.30

F.O.B. Sherbrooke (Quebec), Prepaid to Trenton, Collect Beyond
 Prices in U.S. funds.
 Prices, terms (net 30) and conditions of sale are subject to change without notice.
 All returned goods must have prior approval and must be shipped prepaid. 20% Restock Fee
 F.O.B. Sherbrooke (Quebec), Prepaid to Trenton, Collect Beyond
 Prices in U.S. funds.
 Prices, terms and conditions of sale are subject to change without notice.
 All returned goods must have prior approval and must be shipped prepaid.

The Mohawk Group

State Buy - Confidential
October 2013

COMMERCIAL TILE

PRODUCTS	SKU	GAUGE	TILE SIZE	S/F PER CTN	PIECES PER CTN	WEIGHT PER CTN	WARRANTY	ADHESIVE	MAX CTN SOLD OUT OF WHSE	Carton Price	
ALTERNATIVES 1 to 199	8903	1/8"	12" x 12"	45	45	64 lbs.	5 Year	AD42	1 to 199	\$49.65	
CHOICES 1 to 199	8902	1/8"	12" x 12"	45	45	64 lbs.	5 Year	AD42	1 to 199	\$49.65	

Alternatives & Choices carry a five year commercial warranty when installed in a commercial application.

FREIGHT: FOB Delivering Warehouse

Out of Mohawk warehouse orders (1 to 199 cartons) will have a flat delivery fee (average \$50.00)

All pricing of 200 CTNS (truckload) or more are quoted FOB Trenton, NJ, Freight will be added based on ship to zip code + a fuel surcharge

Full Truckload is 630 CTNS / Truckload pricing begins at 200 cartons

\$60.00 drop fee added to truckload orders for 315 cartons (20,000 lbs) and less

45 CTNS per 4 X 4 Pallet (standard) / 30 CTNS per 2x3 pallet (special request)

COMMERCIAL SHEET FLOORING

PRODUCTS	SKU	WIDTHS (s)	WARRANTY	ADHESIVE	SEAM SEALER	Price By the SY	Roll	Cut	
FLOR-EVER PLUS	67467	12'	2-Star	3044	SU80 or SU92	\$33.47	\$35.45		

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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 **Carpet** .

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 contract containing the Contract Terms and Conditions as shown in Part V of this IFB.

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

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

I.4 IFB-009.1 Questions (February 2012)

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

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

If the Issuing Office deems it necessary to revise any part of this IFB before the bid response date, the Issuing Office will post an addendum to its website at WWW.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-024.1 Bid Protest Procedure (Oct 2006)

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

b. **Time for Filing.**

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

c. **Form of Protest.**

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

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

e. **Stay of Procurement.** The head of the purchasing agency (or designee) shall immediately decide, upon receipt

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

f. **Procedures.**

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

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

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

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

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

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

I.8 IFB-025.1 Electronic Version of this IFB (Oct 2006)

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

I.9 IFB-027.1 COSTARS Program (July 2012)

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
Department of General Services Certified Small Business Bidder	\$500
All Other Bidders	\$1,500

1. Each bidder electing to permit COSTARS Members to participate in the Contract must submit the COSTARS Program Election to Participate form with its bid submittal and pay the applicable.

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. If the bidder is a Department of General Services-Certified Small Business, a copy of its active certification must be included with the Administrative Fee for each contract year and upon each renewal.

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

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

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

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

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

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

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

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

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

G. The Contractor shall furnish to the DGS COSTARS Program Office a quarterly electronic Contract sales report detailing the previous quarter's Contract purchasing activity, using the form and in the format

prescribed by DGS. The Contractor shall submit its completed quarterly report no later than the fifteenth calendar day of the succeeding Contract quarter.

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

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

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

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

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

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

Whenever an item is defined in this IFB by trade name and catalogue number of a manufacturer or vendor, the term 'or approved equal,' if not inserted therewith shall be implied. Any reference to a particular manufacturer's product either by trade name or by limited description is solely for the purpose of more clearly indicating the minimum standard of quality desired, except where a 'no substitute' is requested. When a 'no substitute' is requested, the Issuing Office will consider Bids for the referenced product only. The term 'or approved equal' is defined as

meaning any other make which, in the sole opinion of the Issuing Office, is of such character, quality, and performance equivalence as to meet the standard of quality of products specified for which it is to be used equally as well as that specified. A Bidder quoting on a product other than the referenced product shall: a) furnish complete identification in its Bid of the product it is offering by trade name, brand and/or model number; b) furnish descriptive literature and data with respect to the substitute product it proposes to furnish; and c) indicate any known specification deviations from the referenced product.

I.12 IFB-031.1 Alternates (Nov 2006)

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

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

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

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

a. Bid Modification Prior to Bid Opening. Bids may be modified only by written notice or in person prior to the exact hour and date specified for Bid opening.

- 1) If a Bidder intends to modify its Bid by written notice, the notice must specifically identify the Bid to be modified and must be signed by the Bidder. The Bidder must include evidence of authorization for the individual who signed the modification to modify the Bid on behalf of the Bidder. The Bid modification must be received in a sealed envelope. The sealed envelope must identify the assigned Collective Number and the Bid Opening Time, and should state that enclosed in the envelope is a Bid modification
- 2) If a Bidder intends to modify its Bid in person, the individual who will modify the Bid must arrive in the Bid Opening Room prior to the Bid Opening Time, show a picture identification and provide evidence of his/her authorization to modify the Bid on behalf of the Bidder. If a Bidder intends to modify its Bid in person, the Bidder may do so only in the presence of an agency employee. (The agency employee will observe the actions taken by the individual to modify the Bid, but will not read the Bid or the modification).

b. Bid Withdrawal Prior to Bid Opening. Bids may be withdrawn only by written notice or in person prior to the exact hour and date specified for Bid opening.

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

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

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

PART II - REQUIREMENTS

PART II - REQUIREMENTS

II.1 IFB-006.1b COSTARS Program Election to Participate (July 2012)

If the bidder is willing to sell the awarded items/services at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to COSTARS members, the bidder should complete and return the COSTARS Program Election to Participate form which is an attachment to this IFB. If the bidder is asserting that it is a Department of General Services Certified Small Business, the bidder must submit its active certification with the bid response.

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

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

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

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

II.4 II-IFB-017.1b Reciprocal Limitations Act – Electronic Submittal (February 2007)

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

PART III - SELECTION CRITERIA

PART III - SELECTION CRITERIA

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

To be eligible for selection, a bid must be:

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

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

Award will be made to all responsive and responsible bidders.

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

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

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

All tie bids will be broken by the Issuing Office.

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

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

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

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

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

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

PART IV - WORK STATEMENT

PART IV - WORK STATEMENT

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

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

PART V - CONTRACT TERMS and CONDITIONS

PART V - CONTRACT TERMS and CONDITIONS

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

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

V.2 CONTRACT-002.1a Term of Contract – Contract (May 2012)

The initial term of the Contract shall be 02 year(s) and 00 month(s).

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

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

V.3 CONTRACT-002.2b Renewal of Contract Term – Mutual (Nov 30 2006)

The Contract may be mutually renewed for a maximum of 3 additional 1 year term(s), so long as the Commonwealth provides written notice to Contractor of its intention to extend the Contract by letter dated not less than 060 days prior to the expiration of the term of the agreement, or any extension thereof, and the Contractor consents to the renewal not less than 030 days prior to the expiration of the term of the agreement or any extension thereof. The renewal may be exercised as individual or multiple year terms(s). Any renewal will be under same terms, covenants and conditions. No further document is required to be executed to renew the term of the contract.

V.4 CONTRACT-002.3 Extension of Contract Term (Nov 30 2006)

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

V.5 CONTRACT-003.1a Signatures – Contract (March 2007)

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

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

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

box, the Contract has not been fully executed.

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

The Commonwealth and the Contractor specifically agree as follows:

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

V.6 CONTRACT-004.1a Definitions (Dec 12 2006)

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

- a. Agency The department, board, commission or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this contract, that entity shall also be identified as "Agency".
- b. Contracting Officer The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.
- c. Days Unless specifically indicated otherwise, days mean calendar days.
- d. Developed Works or Developed Materials All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other tangible material without limitation authored or prepared by Contractor as the work product covered in the scope of work

for the Project.

- e. Documentation All materials required to support and convey information about the services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.
- f. Services All Contractor activity necessary to satisfy the Contract.

V.7 CONTRACT-005.1a Purchase Orders (April 2013)

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 Purchase Order legally binding. The parties hereby agree not to contest the validity or enforceability of a Purchase Order or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any Purchase Order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Purchase Orders or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Purchase Order or acknowledgement were not in writing or signed by the parties. A Purchase Order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
- c. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

Purchase Orders under ten thousand dollars (\$10,000) in total amount may also be made in person or by telephone using a Commonwealth Purchasing Card. When an order is placed by telephone, the Commonwealth agency shall provide the agency name, employee name, credit card number, and expiration date of the card. Contractors agree to accept payment through the use of the Commonwealth Purchasing Card.

V.8 CONTRACT-006.1 Independent Prime Contractor (Oct 2006)

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

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

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

V.10 CONTRACT-007.02 Estimated Quantities (Nov 30 2006)

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

V.11 CONTRACT-007.3 Prior Notice (Oct 2006)

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

V.12 CONTRACT-007.11 Pallets (Oct 2006)

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

V.13 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.14 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.15 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.16 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.17 CONTRACT-010.2 Product Conformance (March 2012)

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

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

V.18 CONTRACT-010.3 Rejected Material Not Considered Abandoned (March 2012)

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

V.19 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.20 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.21 CONTRACT-014.1 Post-Consumer Recycled Content (Oct 2006)

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

V.22 CONTRACT-014.3 Recycled Content Enforcement (February 2012)

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

V.23 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.24 CONTRACT-015.2 Billing Requirements (February 2012)

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

- Vendor name and "Remit to" address, including SAP Vendor number;
- Bank routing information, if ACH;
- SAP Purchase Order number;
- Delivery Address, including name of Commonwealth agency;

- Description of the supplies/services delivered in accordance with SAP Purchase Order (include purchase order line number if possible);
- Quantity provided;
- Unit price;
- Price extension;
- Total price; and
- Delivery date of supplies or services.

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

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

V.25 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.26 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.27 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.28 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.29 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.30 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.31 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.32 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.33 CONTRACT-023.1a Termination Provisions (Dec 2012)

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

a. **TERMINATION FOR CONVENIENCE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for its convenience if the Commonwealth determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Contractor be entitled to recover loss of profits.

b. **NON-APPROPRIATION:** The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract or a Purchase Order. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose.

c. **TERMINATION FOR CAUSE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for Contractor default under 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.34 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.35 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.36 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.37 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (July 2012)

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.
3. The Contractor and each subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. The Contractor and each subcontractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
5. The Contractor and each subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the contracting agency and the Bureau of Small Business Opportunities (BSBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within fifteen (15) days after award of any contract, the Contractor shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. If the contract is a construction contract, then the Contractor shall be required to complete, sign and submit Form STD-28, the "Monthly Contract Compliance Report for Construction Contractors", each month no later than the 15th of the month following the reporting period beginning with the initial job conference and continuing through the completion of the project. Those contractors who have fewer than five employees or whose employees are all from the same family or who have completed the Form STD-21 within the past 12 months may, within the 15 days, request an exemption from the Form STD-21 submission requirement from the contracting agency.
6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
7. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

V.38 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.39 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.40 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.41 CONTRACT-031.1 Hazardous Substances (Oct 2006)

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

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

2) Hazardous mixtures:

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

3) Single chemicals:

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

4) Chemical Mixtures:

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

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

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

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

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

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

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

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

V.42 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.43 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.44 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.45 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.46 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.47 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.48 CONTRACT-037.1a Confidentiality (February 2012)

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

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

- (1) already known to the recipient at the time of disclosure other than through the contractual relationship;

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

V.49 CONTRACT-045.1 Insurance - General (Dec 12 2006)

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

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

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

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

V.50 CONTRACT-046.1 Manufacturer's Price Reduction (Oct 2006)

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

V.51 CONTRACT-051.1 Notice (Dec 2006)

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

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

V.52 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.