



FULLY EXECUTED - CHANGE 4
Contract Number: 4400011880
Original Contract Effective Date: 08/29/2013
Contract Change Date: 11/05/2019
Valid From: 01/01/2014 To: 12/31/2019

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

Your SAP Vendor Number with us: 314765

Purchasing Agent

Name: Huffine James
Phone: 717-346-3847
Fax: 717-346-3819

Supplier Name/Address:
BELFOR USA GROUP INC
2780 COMMERCE DR STE 200
MIDDLETOWN PA 17057-3245 US

Supplier Phone Number: 717-939-9090
Supplier Fax Number: 717-939-9097

Please Deliver To:

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

Contract Name:
Record Docu Recov Services (Child 1)

Payment Terms
NET 30

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

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

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Record Document Recovery Services	0.000		0.00	1	0.00

General Requirements for all Items:

Information:

Supplier's Signature _____
Printed Name _____

Title _____
Date _____



FULLY EXECUTED - CHANGE 4
Contract Number: 4400011880
Original Contract Effective Date: 08/29/2013
Contract Change Date: 11/05/2019
Valid From: 01/01/2014 To: 12/31/2019

Supplier Name:
BELFOR USA GROUP INC

Header Text

Please See The Supplier Contact Information Below:

Start Date 1/1/2014 - End Date 12/31/2016

Belfor USA Group, Inc.
2780 Commerce Dr. STE 200
Middletown, PA 17057-3245
Daryl Tunno
(ph) 717-939-9090
(fax)717-939-9097
daryltunno@us.belfor.com

Contract Administrator Contact Information:

Wanda Bowers
(ph) 717-346-3840
(fax)717-783-6241
wbowers@pa.gov

No further information for this Contract

Information:

Table of Contents

PART I - GENERAL INFORMATION	3
I.1 IFB-001.1 Purpose (Oct 2006)	3
I.2 IFB-005.1 Type of Contract (Oct. 2006)	3
I.3 IFB-008.1C No Pre-bid Conference (Oct. 2006)	3
I.4 IFB-009.1 Questions (February 2012).....	3
I.5 IFB-010.1 Addenda to the IFB (Oct. 2006).....	3
I.6 IFB-011.1B Submission of Bids – Electronic Submittal (May 2011).....	3
I.7 IFB-024.1 Bid Protest Procedure (Oct 2006)	4
I.8 IFB-025.1 Electronic Version of this IFB (Oct 2006).....	6
I.9 IFB-029.1 Prices (Dec 6 2006).....	6
I.10 IFB-031.1 Alternates (Nov 2006).....	6
I.11 IFB-032.1 New Equipment (Nov 2006).....	6
I.12 I-IFB-033.1 Modification or Withdrawal of Bid (Nov 2006)	6
I.13 I-IFB-034.1 Rejection of Bids (Nov 2006)	8
PART II - REQUIREMENTS	9
II.1 II-IFB-008.1b Lobbying Certification and Disclosure – Electronic Submission. (Oct 2006).....	9
II.2 II-IFB-016.1 Post-Submission Descriptive Literature (Dec 2006)	9
PART III - SELECTION CRITERIA	10
III.1 III-IFB-001.1a Mandatory Responsiveness Requirements (Oct 2006)	10
III.2 III-IFB-006.1f Method of Award - All Bidders (April 2011).....	10
III.3 III-IFB-007.1 Awards (May 2011)	10
III.4 III-IFB-008.1 Tie Bids (Nov 2006)	10
III.5 III-IFB-009.1 Prompt Payment Discounts (Nov 2006)	10
III.6 III-IFB-010.1 Option for Separate Competitive Bidding Procedure (Nov 2006).....	10
PART IV - WORK STATEMENT.....	12
IV.1 IFB-001.1b Statement of Work (Nov 2006).....	12
PART V - CONTRACT TERMS and CONDITIONS	13
V.1 CONTRACT-001.1b Contract Terms and Conditions (Nov 30, 2006).....	13
V.2 CONTRACT-002.1a Term of Contract – Contract (May 2012)	13
V.3 CONTRACT-002.2a Renewal of Contract Term (Nov 30 2006).....	13
V.4 CONTRACT-002.3 Extension of Contract Term (Nov 30 2006)	13
V.5 CONTRACT-003.1a Signatures – Contract (March 2007)	13
V.6 CONTRACT-004.1a Definitions (Dec 12 2006).....	14
V.7 CONTRACT-005.1d Purchase Orders (April 2013)	15
V.8 CONTRACT-006.1 Independent Prime Contractor (Oct 2006).....	15
V.9 CONTRACT-007.01b Delivery of Services (Nov 30 2006)	16
V.10 CONTRACT-007.02 Estimated Quantities (Nov 30 2006).....	16
V.11 CONTRACT-008.1a Warranty. (Oct 2006)	16
V.12 CONTRACT-009.1c Patent, Copyright, and Trademark Indemnity (Oct 2006).....	16
V.13 CONTRACT-009.1d Ownership Rights (Oct 2006)	17
V.14 CONTRACT-010.1a Acceptance (Oct 2006).....	17
V.15 CONTRACT-011.1a Compliance With Law (Oct 2006)	17
V.16 CONTRACT-013.1 Environmental Provisions (Oct 2006).....	18
V.17 CONTRACT-014.1 Post-Consumer Recycled Content (Oct 2006)	18
V.18 CONTRACT-014.3 Recycled Content Enforcement (February 2012)	18
V.19 CONTRACT-015.1 Compensation (Oct 2006)	18
V.20 CONTRACT-015.2 Billing Requirements (February 2012)	18
V.21 CONTRACT-016.1 Payment (Oct 2006)	19
V.22 CONTRACT-016.2 ACH Payments (Aug 2007)	19
V.23 CONTRACT-017.1 Taxes (Dec 5 2006).....	20
V.24 CONTRACT-018.1 Assignment of Antitrust Claims (Oct 2006)	20
V.25 CONTRACT-019.1 Hold Harmless Provision (Nov 30 2006).....	20
V.26 CONTRACT-020.1 Audit Provisions (Oct 2006)	20
V.27 CONTRACT-021.1 Default (Dec 12 2006).....	21
V.28 CONTRACT-022.1 Force Majeure (Oct 2006).....	22
V.29 CONTRACT-023.1a Termination Provisions (Dec 2012)	23

V.30 CONTRACT-024.1 Contract Controversies (Oct 2011)	23
V.31 CONTRACT-025.1 Assignability and Subcontracting (Oct 2006)	24
V.32 CONTRACT-026.1 Other Contractors (Oct 2006).....	24
V.33 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (July 2012).....	25
V.34 CONTRACT-028.1 Contractor Integrity Provisions (March 2011).....	25
V.35 CONTRACT-029.1 Contractor Responsibility Provisions (Nov 2010)	30
V.36 CONTRACT-030.1 Americans with Disabilities Act (Oct 2006).....	31
V.37 CONTRACT-032.1 Covenant Against Contingent Fees (Oct 2006)	31
V.38 CONTRACT-033.1 Applicable Law (Oct 2006).....	31
V.39 CONTRACT- 034.1b Integration (Nov 30 2006).....	31
V.40 CONTRACT-034.2b Order of Precedence - IFB (Dec 6 2006)	32
V.41 CONTRACT-034.3 Controlling Terms and Conditions (Aug 2011)	32
V.42 CONTRACT-035.1a Changes (Oct 2006).....	32
V.43 CONTRACT-036.1 Background Checks (Feb 2008).....	32
V.44 CONTRACT-037.1a Confidentiality (February 2012).....	33
V.45 CONTRACT-045.1 Insurance - General (Dec 12 2006)	33
V.46 CONTRACT-051.1 Notice (Dec 2006).....	34
V.47 CONTRACT-052.1 Right to Know Law (Feb 2010)	34

PART I - GENERAL INFORMATION

PART I - GENERAL INFORMATION

I.1 IFB-001.1 Purpose (Oct 2006)

The Commonwealth of Pennsylvania (Commonwealth) is issuing this Invitation for Bids (IFB) to meet the needs of DEPARTMENT OF GENERAL SERVICES, BUREAU OF PROCUREMENT to satisfy a need for **Records and Document Recovery Services** .

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

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

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

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

I.4 IFB-009.1 Questions (February 2012)

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

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

If the Issuing Office deems it necessary to revise any part of this IFB before the bid response date, the Issuing Office will post an addendum to its website at WWW.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-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.10 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.11 IFB-032.1 New Equipment (Nov 2006)

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

I.12 I-IFB-033.1 Modification or Withdrawal of Bid (Nov 2006)

a. Bid Modification Prior to Bid Opening. Bids may be modified only by written notice or in person prior to the

exact hour and date specified for Bid opening.

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

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

- 1) If a Bidder intends to withdraw its Bid by written notice, the notice shall specifically identify the Bid to be withdrawn and shall be signed by the Bidder. The Bidder must include evidence of authorization for the individual who signed the bid withdrawal to withdraw the bid on behalf of the Bidder. Except as provided in Subparagraph c, below, bid withdrawals received after the exact hour and date specified for the receipt of Bids shall not be accepted.
- 2) If a Bidder intends to withdraw its Bid in person, the individual who will withdraw the Bid must arrive in the Bid Opening Room prior to the Bid Opening Time, show a picture identification and provide evidence of his/her authorization to withdraw the Bid on behalf of the Bidder.

c. Bid Withdrawal After Bid Opening. Bidders are permitted to withdraw erroneous Bids after Bid opening only if the following conditions are met:

- 1) The Bidder submits a written request for withdrawal.
- 2) The Bidder presents credible evidence with the request that the reason for the lower Bid price was a clerical mistake as opposed to a judgment mistake and was actually due to an unintentional arithmetical error or an unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the Bid.
- 3) The request for relief and supporting evidence must be received by the Issuing Office within three (3) business days after Bid opening, but before award of the contract.
- 4) The Issuing Office shall not permit a Bid withdrawal if the Bid withdrawal would result in the award of the contract on another Bid of the same Bidder, its partner, or a corporation or business venture owned by or in which the bidder has a substantial interest.
- 5) If a Bidder is permitted to withdraw its Bid, the Bidder cannot supply any material or labor or perform any subcontract or other work agreement for the awarded contractor, without the written approval of the Issuing Office.

d. Firm Bid. Except as provided above, a Bid may not be modified, withdrawn, or cancelled by any Bidder for a

period of sixty (60) days following the time and date designated for Bid opening, unless otherwise specified by the Bidder in its Bid. If the lowest responsible Bidder, as determined by the Issuing Office, withdraws its Bid prior to the expiration of the award period or fails to comply with the requirements set forth in the IFB including but not limited to any requirement to submit performance or payment bonds or insurance certificates within the required time period, the Bidder shall be liable to the Commonwealth for all costs and damages associated with the re-award or re-bid including the difference between the Bidder's price and the actual cost that the Commonwealth pays for the awarded items.

e. Clarification and Additional Information. After the receipt of Bids, the Issuing Office shall have the right to contact Bidders for the purpose of seeking:

- 1) Clarification of the Bid which confirms the Issuing Office's understanding of statements or information in the Bid or;
- 2) Additional information on the items offered; provided the IFB does not require the rejection of the Bid for failure to include such information.

I.13 I-IFB-034.1 Rejection of Bids (Nov 2006)

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

PART II - REQUIREMENTS

PART II - REQUIREMENTS

II.1 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.2 II-IFB-016.1 Post-Submission Descriptive Literature (Dec 2006)

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

PART III - SELECTION CRITERIA

PART III - SELECTION CRITERIA

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

To be eligible for selection, a bid must be:

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

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

Award will be made to all responsive and responsible bidders.

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

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

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

All tie bids will be broken by the Issuing Office.

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

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

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

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

PART IV - WORK STATEMENT

PART IV - WORK STATEMENT

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

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

PART V - CONTRACT TERMS and CONDITIONS

PART V - CONTRACT TERMS and CONDITIONS

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

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

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

The initial term of the Contract shall be 03 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-002.2a Renewal of Contract Term (Nov 30 2006)

The Contract may be renewed for a maximum of 2additional 1 year term(s), so long as Commonwealth provides written notice to Contractor of its intention to extend the Contract by letter prior to the expiration of the term of the agreement, or any extension thereof. The Commonwealth may exercise the renewal as individual year or multiple year term(s). Any renewal will be under the 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-005.1d 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-007.01b Delivery of Services (Nov 30 2006)

The Contractor shall proceed with all due diligence in the performance of the services with qualified personnel, in accordance with the completion criteria set forth in the Contract.

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

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

V.11 CONTRACT-008.1a Warranty. (Oct 2006)

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

V.12 CONTRACT-009.1c Patent, Copyright, and Trademark Indemnity (Oct 2006)

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

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

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

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

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

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

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

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

V.13 CONTRACT-009.1d Ownership Rights (Oct 2006)

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

V.14 CONTRACT-010.1a Acceptance (Oct 2006)

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

V.15 CONTRACT-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.16 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.17 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.18 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.19 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.20 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.21 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.22 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.23 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.24 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.25 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.26 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.27 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.28 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.29 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.30 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.31 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.32 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.33 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.34 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.35 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.36 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.37 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.38 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.39 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.40 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.41 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.42 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.43 CONTRACT-036.1 Background Checks (Feb 2008)

- a. The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth facilities, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.psp.state.pa.us/psp/lib/psp/sp4-164.pdf> . The background check must be conducted prior to initial access and on an annual basis thereafter.
- b. Before the Commonwealth will permit access to the Contractor, the Contractor must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that a Contractor employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this Section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of the Commonwealth may result in the Contractor being deemed in default of its Contract.

c. The Commonwealth specifically reserves the right of the Commonwealth to conduct background checks over and above that described herein.

d. Access to certain Capitol Complex buildings and other state office buildings is controlled by means of card readers and secured visitors' entrances. Commonwealth contracted personnel who have regular and routine business in Commonwealth worksites may be issued a photo identification or access badge subject to the requirements of the contracting agency and DGS set forth in Enclosure 3 of Commonwealth Management Directive 625.10 Amended (January 30, 2008) Card Reader and Emergency Response Access to Certain Capitol Complex Buildings and Other State Office Buildings. The requirements, policy and procedures include a processing fee payable by the Contractor for contracted personnel photo identification or access badges.

V.44 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.45 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.46 CONTRACT-051.1 Notice (Dec 2006)

Any written notice to any party under this Contract shall be deemed sufficient if delivered personally, or by facsimile, 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.47 CONTRACT-052.1 Right to Know Law (Feb 2010)

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

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

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

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

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

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

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

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

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

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

**RECORDS AND DOCUMENT RECOVERY SERVICES
STATEMENT OF WORK
IFB Number 6100025826**

CONTRACT OVERVIEW: This Contract for Records and Document Recovery Services, (identified here and in the other documents as the "Contract") will cover the requirements to provide immediate recovery and/or restoration for physical media including hardcopy records and documents, where if damaged or destroyed, would disrupt agency operations and information flow, cause considerable inconvenience and require replacement or re-creation. The services under this contract will be required to be performed during and after an emergency of any disaster, from the smallest water leak to a major catastrophe, such as a fire or flood. This contract will cover non-electronic records and documents, which are essential to the critical business functions of the Commonwealth or are considered vital records or irreplaceable historical documents.

METHOD OF AWARD: This will be a multiple award Contract. The Commonwealth will award a Contract to all responsible and responsive Bidders who meet the eligibility requirements.

ELIGIBILITY REQUIREMENTS: To be eligible for this Contract, the Contractor shall:

- A. Provide a brief business history outlining the length of time in business, number of location(s)/facility(s), experience, services provided, available training and qualifications and expertise to provide professional advice and packing, freezing and drying services to Commonwealth agencies affected by a disaster.
- B. Have a verifiable, minimum of five (5) years of experience in providing these types of services to Government and/or private industry customers.
- C. Provide a list of all Service Project Managers, Service Technicians and their level of experience and qualifications.
- D. Provide a legible copy of a minimum of five (5) most current references verifying their experience in providing these types of services to Government and/or private industry customers.
- E. Provide a toll-free customer service telephone number. This service must be available 24 hours, seven days a week. (The Commonwealth shall be able to be in contact with a representative at any given time)
- F. Have the systematic procedures and policies in place for the removal of materials from a disaster-struck Commonwealth agency to ensure that all the materials have been identified, inventoried and kept in as much order as possible given the situation in the agency.
- G. Have the capability to acquire additional freezer space for large quantities of materials if the quantity to be dried is too large for the current drying capacity of the contractor due either to the current available space or the amount of material to be dried.
- H. When appropriate, have the capability and/or arrangements for cleaning the materials after they have been dried.
- I. Be capable of returning the materials to the affected Commonwealth agency in order, in appropriate boxes, etc., and in as usable a form as possible, considering the degree of the disaster.

DISASTER PLANNING: Accessibility to vital records is important for an agency to provide continuous service to the public. An often overlooked, yet critical, part of an effective records management program is the creation of a disaster preparedness and recovery plan. Disaster

preparedness is a state of readiness to prevent or mitigate the destruction of records that may result from a calamity. Disaster Planning is the process whereby an agency achieves and maintains preparedness for disasters.

A majority of Commonwealth agencies under the Governor's jurisdiction have developed an agency-specific disaster plan according to the guidelines in the Disaster Planning Section of the [State Records Management Manual M210.7](#), Chapter 14, which assists all Commonwealth agencies in the preparation of a disaster preparedness and recovery plan. It should be known that not all agencies or potential users of this contract will have developed a Disaster Preparedness Plan.

RESPONSE AND RECOVERY: The response and recovery phase is the period in which efforts are made to salvage and reconstruct the state agency's damaged information resources in order to restore normal operations. A majority of Commonwealth agencies under the Governor's jurisdiction have in place a Disaster Team. It should be known that not all agencies or potential users of this contract will have developed a Disaster Team.

DRYING METHODS: To ensure the usability of records recovered from a disaster area, proper care must be taken to ensure that the documents are handled and dried appropriately. Included below are examples of Commonwealth acceptable methods of drying.

- Air Drying
- Freeze Drying
- Vacuum Thermal Drying
- Vacuum Freeze Drying
- Dehumidification

SALVAGING WET MATERIALS: When deciding how to dry wet materials, the type of media is critical in determining the proper salvage methods. Listed below are typical types of Commonwealth media found within state agencies.

- Paper (manuscripts, single sheets)
- Coated Papers
- Maps, Plan and Oversize Manuscripts
- Microforms
- Photographic Materials
- Motion Pictures
- Magnetic media such as tapes (audio, video, computer) and disks.

REQUIRED SERVICES: Time is critical in a disaster. The faster the Contractor can respond and perform an initial inspection, the more likely that the facility can be stabilized and the disaster recovery of records and documents started. The Contractor must be able to:

- A. Respond to a disaster scene within a maximum of 24 hours of being called by a Commonwealth agency or designated preservation site.
- B. Perform an initial assessment of the damage at no cost.
- C. Provide the most efficient options for the salvage, recovery and rehabilitation of records and documents, whether this means packing, freezing and vacuum-freeze drying; packing, freezing and drying at another facility; drying the materials on-site; or other options.

- D. Provide freezer and/or drying trucks, packing supplies and personnel to assist Commonwealth agencies that have been affected by a disaster that is beyond their capability of handling.
- E. Freeze and completely dry records and documents affected by a disaster and return those items to the agency in usable form when completed.
- F. During the drying process, constantly monitor and manipulate the documents to ensure that they are completely dried and not stuck together.
- G. Under the direction of the Commonwealth agency staff or designated preservation professional, provide advice to affected agencies on their damaged documents.

GEOGRAPHIC COVERAGE: Supplier must complete Exhibit A – Geographic Coverage Spreadsheet marking with an X the area(s) listed by county that their company can service. Supplier can either mark X for statewide coverage or they can mark an X for individual county coverage.

PRICE LIST: Suppliers must include with their bid, **on company letterhead**, their most recent and “basic” Price List for all standard Records and Document Recovery/Restoration Services that may be offered. Any additional services, which are not covered on the Price List, are required to be quoted on a case-by-case basis. Suppliers must also include on the price list, **normal** and **rapid** response times (expressed in hours) after receipt of the agency’s initial service request. Suppliers may also note any special discounts on their price list. Prices are not a factor in receiving an award for this Contract. Pricing must, however, apply to all agencies of the Commonwealth and shall definitely be a factor in the agency’s selection of a Records and Document Recovery Supplier.

Any other Contractor terms and conditions that may appear on the Contractor’s price list, including but not limited to, FOB shipping point; prices subject to change without notice will not be part of this Contract and will have no force or effect on this Contract or Purchase Orders issued by Commonwealth agencies.

ORDERING PROCEDURES: Commonwealth agencies will contact a Contractor from the list of qualified suppliers to request service(s). This initial contact will serve as “Notice to Proceed”. All known information of the situation will be provided to the Contractor.

Contractor will begin service to the affected agency within 12 hours or less after the initial visit to the affected site. Contractor shall submit a quote within **2 days** after the Contractor has responded to the scene and performed the initial assessment/project start-up. Upon the agency’s receipt of a quote from the Contractor, a purchase order will follow within **10 business days**.

BILLING REQUIREMENTS: It is anticipated that some disasters may take several months to recover and restore documents, etc.; therefore, as services under the scope of this Contract are rendered, the Contractor may submit Invoices to the Comptroller, as well as a Confirmation of Services Form (Exhibit B of this Invitation for Bid) to the affected agency. Contractors are also permitted to bill on a monthly basis and may start to submit the Invoice and Confirmation of Services Form after the first 30 days of the project. **Contractors may not publish any alternate pricing or additional terms and conditions on their Invoice or Confirmation of Services.**

TRAVEL, LODGING AND SUBSISTENCE: The Contractor shall be compensated for travel, lodging and subsistence expenses for the Contractor’s employees assigned to the project in accordance with the [Commonwealth Management Directive 230.10](#). Such

compensation will only pertain to restoration services performed "on-site" at the using agency site.

DOMESTIC WORKFORCE UTILIZATION CERTIFICATION: To the extent that any services could be performed outside of the geographical boundaries of the United States, the Supplier will be required to certify that those services will be performed exclusively within the geographical boundaries of the United States or specify the percentage of the direct labor that will be performed outside of the United States. Suppliers must complete and return the Domestic Workforce Utilization Certification Form, which is attached to and made part of this IFB. The completed and signed Domestic Workforce Utilization Certification Form should be submitted with the bid response.

ADDITION OF NEW CONTRACTORS: New Contractors may be added at the discretion of the Department of General Services (DGS).

DOCUMENT(S) TO BE RETURNED: The following document(s) must be returned with your bid response:

- A. Exhibit A – Geographic Coverage,
- B. Price List on company letterhead,
- C. Domestic Workforce Utilization Form,
- D. A company summary document, which includes:
 - 1) Brief business history outlining the length of time in business, number of location(s)/facility(s), 24-hour customer service telephone number, experience, services provided, available training and qualifications and expertise to provide professional advice and packing, freezing and drying services,
 - 2) References (provide the name of the reference, contact person, street address and telephone number) as required,
 - 3) List of all Service Project Managers, Service Technicians and their level of experience and qualifications including legible copies of all supporting documentation, if any.
- E. Legible, verifiable documentation proving five (5) years of experience in the records and document recovery services industry.

Suppliers who fail to provide such documents with their bid response may result in bid rejection.

You may refer to the SRM Bidding Reference Guide on the Supplier Portal at www.pasupplierportal.state.pa.us for further details on attaching documents to your bid and bidding instruction.

INQUIRIES: Direct all questions concerning this Contract to the Contracting Officer, Wanda Bowers at 717-346-3840 or wbowers@pa.gov.

Effective Date: August 2009

§ I. Service Line Labor Rates and Rate Conditions

Rate Code	Job Title	Hourly Rate
-----------	-----------	-------------

Project Management Classifications:¹

AA	Administrative Assistant	\$ 37.50
PA	Project Auditor	\$ 54.50
APM	Assistant Project Manager	\$ 68.00
HSO	Health & Safety Officer	\$ 85.00
PM	Project Manager	\$ 100.00
PE	Project Estimator.....	\$ 109.00
SPM	Senior Project Manager	\$ 124.00
PC	Project Coordinator	\$ 151.00

¹ These classifications are used throughout other service lines

² In New York City, Alaska, and Hawaii, a multiplier of 1.25 will be applied to the hourly rate. The New York rate applies to a seventy five mile radius from the borough of Manhattan.

General Classifications:^{1,2}

GL	General Labor (labor experienced with BELFOR operations).....	\$ 32.75
DL	Day Labor.....	\$ 27.50
LF	Labor Foreman	\$ 38.50

¹ These classifications are used throughout other service lines. Rates are not applicable to specialty or licensed trade labor.

² In California, New York City, Alaska, and Hawaii, a multiplier of 1.25 will be applied to the hourly rate. The New York rate applies to a seventy five mile radius from the borough of Manhattan.

Restoration Services (General):¹

RT	Restoration Technician	\$ 50.00
RS	Restoration Supervisor	\$ 54.50

¹ In California, New York City, Alaska, and Hawaii, a multiplier of 1.25 will be applied to the hourly rate. The New York rate applies to a seventy five mile radius from the borough of Manhattan.

Reconstruction Services:^{1,2}

PT	Painter	\$ 60.00
DP	Drywall Installer/Finisher.....	\$ 67.50
CR	Carpenter (General Framer/Finish/Trim/Cabinet/Mechanic).....	\$ 69.50
TF	Trade Foreman (Commercial Supervision)	\$ 72.50
EL	Electrician	\$ 96.50
HV	HVAC Mechanical	\$ 99.00
PL	Plumber	\$ 102.00

¹ In California, New York City, Alaska, and Hawaii, a multiplier of 1.25 will be applied to the hourly rate. The New York rate applies to a seventy five mile radius from the borough of Manhattan.

² If the rates listed for Reconstruction Services vary by more than 10% from the applicable Xactimate Price List, the Xactimate rates will be used.

Technical Services (Dehumidification, Documents/Media, Electronics, HVAC, Machinery, Mold):

TN	Technician	\$ 65.00
TS	Technical Specialist	\$ 72.50
TL	Team Leader	\$ 84.50
TSE	Technical Support Engineer	\$ 89.50
	(Chemistry, Electronic, Machinery, Quality Control)	

Semiconductor Services:

DM	Documentation Manager	\$ 65.00
DPA	Decon Project Auditor	\$ 75.00
DC	Decon Technician	\$ 84.50
DPM	Decon Project Manager	\$ 145.00
DE	Decon Engineer	\$ 164.50

Environmental Services:

HT	Hazmat/Asbestos Technician.....	\$ 50.00
HLT	Hazmat/Asbestos Lead Technician.....	\$ 62.00
HEO	Hazmat/Asbestos Equipment Operator.....	\$ 67.00
HS	Hazmat/Asbestos Supervisor.....	\$ 76.00

¹ In California, New York City, Alaska, and Hawaii, a multiplier of 1.25 will be applied to the hourly rate. The New York rate applies to a seventy five mile radius from the borough of Manhattan.

§ I.II Labor Calculation Policy:

The guidelines for labor invoicing will be as follows: The first eight hours worked on any scheduled shift Monday through Friday will be charged at the regular hourly rate. Any hours worked in excess of eight hours on any shift Monday through Friday will be charged at 1.5 times the regular hourly rate. All hours worked on Saturday will be at 1.5 times the regular hourly rate. All hours worked on Sunday and all Holidays (see §I.III Item 3 for recognized holidays) will be charged at 2 times the regular hourly rate.

After Hours Emergency Services: In the event that BELFOR personnel are required for emergency services after normal BELFOR business hours (Weekdays 4:00 p.m.-7:00 a.m.), 1.5 times the scheduled rate will be charged.

Effective Date: August 2009

§ I. Service Line Labor Rates and Rate Conditions

§ I.III Labor Considerations

- 1). Work performed under a particular contract that is subject to Federal and State wage and hour laws, prevailing wages, and/or collective bargaining agreements may require negotiated changes to the above stated rates. If necessary, adjustments will be made to the hourly rates and other labor provisions.
- 2). When circumstances beyond our control require BELFOR personnel to stand-by at the job site, a minimum stand-by charge of 6 hours at the standard hourly rate (no overtime) will be charged.
- 3). National holidays recognized by BELFOR for rate (not payroll) purposes are New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.
- 4). The scheduled Labor Rates will be charged for all BELFOR personnel, labor subcontractors, and subcontractors fulfilling any Labor Classifications.
- 5). Work performed in the Washington D.C. Metropolitan area is entitled to an additional 5% markup that will be applied to the total of all labor rates.

§ II. Scheduled Equipment Rental (see § II.I Itemized Scheduled Equipment Rental)

- 1). The listed prices shall be applied to all equipment that are utilized in the performance of the work.
- 2). During the course of performance of the work BELFOR may add additional equipment to the schedule.
- 3). Work performed in the Washington D.C. Metropolitan area is entitled to an additional 5% markup that will be applied to the total of all Scheduled Equipment Rental rates.

§ III. Scheduled Consumables (see § III.I Itemized Scheduled Consumables)

- 1). Any scheduled consumables purchased locally where the price exceeds 80% of the rate, the item will be invoiced at documented cost plus Contractor's 10% Overhead / 10% Profit (21%).
- 2). BELFOR reserves the right to change the rates of consumables affected by market conditions.
- 3). Consumables are charged on a "per unit" basis whether utilized by the unit or not.
- 4). During the course of performance of the work BELFOR may add additional consumables to the Rate Schedule.
- 5). The freight charge for all Scheduled Consumables utilized during area-wide catastrophes will be one percent (1%) of the scheduled rate.
- 6). Work performed in the Washington D.C. Metropolitan area is entitled to an additional 5% markup that will be applied to the total of all Scheduled Consumable rates.

§ IV. Vendors, Unscheduled Materials and Unscheduled Equipment

- 1). Contractor's 10% overhead and 10% profit (21%) will be added to the total of all documented costs for Unscheduled Materials, Unscheduled Equipment, and Subcontractors / Vendors (including DUCTZ HVAC and BELFOR Environmental Services) who are not fulfilling a scheduled Labor Classification.
- 2). Work performed in the Washington D.C. Metropolitan area is entitled to an additional 5% markup that will be applied to the total of all Vendors, Unscheduled Materials and Unscheduled Equipment invoices.

§ V. Reimbursables

- 1). Contractor's 10% overhead will be added to the total of all reimbursables.
- 2). Per diem rates are \$30 per person per day and will be charged for all personnel in **§ I. Service Line Labor Rate and Rate Conditions**. BELFOR incurs, and thus charges, this daily rate whether the per diem is paid directly to the employee, is charged to BELFOR as a separate charge, or is included with other compensation considerations. For multiple jobs on a single day, per diem will be prorated accordingly.
Per Diem reimbursement is subject to certain limitations regarding deductibility governed by the Internal Revenue Service, Code of 1986, Section 274(n)(1). Please consult your tax advisor on the appropriate treatment of these costs on your project as it is our policy that any deductibility limitation for income tax purposes is the responsibility of the customer.
- 3). BELFOR shall be reimbursed for travel expenses (airfare, hotels, rental cars) for personnel at documented costs plus markup (see item 1).

§ VI. Document Drying and Recovery Services

Freeze drying charges will range from \$40 to \$75 per cubic foot based on the volume of documents to be dried, the type of document (bound or loose paper), and the moisture saturation.

Other recovery service charges will be determined per job, based on the following relevant factors:

- * Nature of Damage
- * Degree of soot / char
- * Mold contamination
- * Odor

Because the type and level of contamination may vary so greatly and thus affect the resultant recovery protocol required, these additional services will be quoted after examining a sample of the affected documents.

§ V. CAT Considerations

- 1). Due to higher cost structure, all CAT labor will be billed at the General Labor (GL) rate.
- 2). A 6% fee will be added to the total of each invoice. This fee will cover all of the indirect charges that must be allocated to each job in the CAT. Examples of these charges would be freight, CAT management, CAT office, admin support, warehousing, delivery charges, etc...
- 3). Lodging will be charged at the average nightly rate of up to three hotels that house the most BELFOR personnel. The full average nightly rate will be charged for single occupancy and 50% of the average nightly rate per person will be charged for double occupancy.
- 4). The freight charge for all Scheduled Equipment utilized during area-wide catastrophes will be one additional day of rental.

The rates contained in this exhibit are exclusive of federal, state and local sales or use taxes and the costs associated with any applicable federal, state or local approvals, consents, permits, licenses and orders incident to performance of the work.

Rate and Materials Schedule for Invoicing (Exhibit B)



Effective Date: August 2009

§ II.1

ITEMIZED SCHEDULED EQUIPMENT

Equipment Description	Unit	Rate	Equipment Description	Unit	Rate
<i>GENERAL (Cont'd)</i>					
Accounting Package (laptop, printer)	Ea / Day	\$ 69.00	Tool Box (portable)	Ea / Day	\$ 24.50
Air compressor, gas/electric	Ea / Day	\$ 37.00	Tool Set, Frame/Demo (passload, saws, etc)	PP/Day	\$ 31.00
Air compressor, tow behind	Ea / Day	\$ 118.50	Trailer, Freezer	Ea / Day	\$ 149.50
Air movers/carpet blowers	Ea / Day	\$ 30.00	Truck, Moving/Box	Ea / Day	\$ 155.50
Barricade fencing, 100 feet	100 ft / wk	\$ 37.00	Truck/Trailer	Ea / Day	\$ 124.50
Blasting Unit, Agri/Soda	Ea / Day	\$ 648.00	Upholstery Machine/Lady Vac (steam cleaner)	Ea / Day	\$ 63.00
Bobcat, Small	Ea / Day	\$ 386.00	Vacuum, HEPA	Ea / Day	\$ 100.00
Buffer, Floor	Ea / Day	\$ 37.00	Vacuum, Upright	Ea / Day	\$ 16.50
Camera, IR	Ea / Day	\$ 225.00	Vacuum, Wet/Dry	Ea / Day	\$ 34.00
Cart, Tilt/Demolition	Ea / Day	\$ 40.00	Vehicle, Pickup 3/4 Ton, 4x4	Ea / Day	\$ 118.50
Containment System (zipper door)	Ea / Day	\$ 24.50	Vehicle, Pickup, SUV or Car	Ea / Day	\$ 69.00
Dehumidification, Dehumidifier - 100 to 140 AHAM Pints	Ea / Day	\$ 124.50	Vehicle, Truck 1 Ton 4x4 Liftgate	Ea / Day	\$ 165.00
Dehumidification, Dehumidifier - 500/600 cfm	Ea / Day	\$ 405.00	Vehicle, Van (1 van per 10 people)	Ea / Day	\$ 112.50
Dehumidification, Dehumidifier - 2000/2250 cfm	Ea / Day	\$ 842.50	Washer, High Pressure (cold)	Ea / Day	\$ 100.00
Dehumidification, Dehumidifier - 3500 cfm	Ea / Day	\$ 1,004.00	Washer, High Pressure (hot)	Ea / Day	\$ 124.50
Dehumidification, Dehumidifier - 4500-5000 cfm	Ea / Day	\$ 1,360.50	X-Ray Dryer	Ea / Day	\$ 155.50
Dehumidification, Dehumidifier - 9000/10000 cfm	Ea / Day	\$ 2,138.50	X-Ray Separation Tank	Ea / Day	\$ 467.50
Dehumidification, Dehumidifier - 15000 cfm	Ea / Day	\$ 3,669.00	<i>ELECTRONICS / MECHANICAL</i>		
Dehumidification, Dehumidifier - 1 Ton Spot Cooler	Ea / Day	\$ 161.50	Cart, Electronic Decontamination	Ea / Day	\$ 63.00
Dehumidification, Dehumidifier - DX Unit - 20 / 30 ton	Ea / Day	\$ 1,295.50	Cleaning Room, HEPA filtered	Ea / Day	\$ 978.50
Dehumidification, Dehumidifier - DX Unit - 60 Ton	Ea / Day	\$ 2,041.50	Crane, A-Frame (1 ton)	Ea / Day	\$ 139.00
Dehumidification, Dehumidifier - Chiller 100 to 400 Ton	Ton / Day	\$ 26.00	Crane, Overhead (2 Ton, monorail 38 feet)	Ea / Day	\$ 772.50
Dehumidification, Dehumidifier, gas fired - 2000/2250 cfm	Ea / Day	\$ 972.50	Decon Room	Per Project	\$ 515.00
Dehumidification, Dehumidifier, gas fired - 4500/5000 cfm	Ea / Day	\$ 1,620.00	DI Water System	Ea / Day	\$ 40.00
Dehumidification, Dehumidifier, gas fired - 9000/10000 cfm	Ea / Day	\$ 2,559.50	Documentation Kit (digital camera/photo printer)	Ea / Day	\$ 69.00
Dehumidification, Heater - 20 KW	Ea / Day	\$ 160.00	Electrical Distribution (120 Amp Panel)	Ea / Day	\$ 187.50
Dehumidification, Heater - 50 KW	Ea / Day	\$ 356.50	Electrical Test Equipment (Megger, Hi-Pot, Grounding Cables)	Ea / Day	\$ 412.00
Dehumidification, Heater - 100 KW	Ea / Day	\$ 486.00	Electronic Dehumidification Unit/Heating (KHT)	Ea / Day	\$ 224.50
Dehumidification, Heater - 150 KW	Ea / Day	\$ 583.00	Gas Detector, ATI PortaSens II	Ea / Day	\$ 307.00
Dehumidification, Heater - 200 KW	Ea / Day	\$ 939.50	HEPA Filtered Hood	Ea / Day	\$ 154.50
Dehumidification, Heater - 400 KW	Ea / Day	\$ 1,328.50	HEPA Water Displacement Unit	Ea / Day	\$ 93.50
Dehumidification, Heater - 600 KW	Ea / Day	\$ 1,815.00	Oven, Convection Drying (ULT)	Ea / Day	\$ 436.50
Dehumidification, Heater - 1000 KW	Ea / Day	\$ 2,138.50	Oven, Vacuum Drying	Ea / Day	\$ 623.00
Dolly, 4-wheel, Appliance	Ea / Day	\$ 18.00	Quality Control Kit, (scientific instruments)	Ea / Day	\$ 187.50
Dry Cleaning Unit (portable)	Ea / Day	\$ 143.00	Reflectoquant Test Device	Ea / Day	\$ 103.00
Dry Ice Blaster w/Accessories	Ea / Day	\$ 973.50	Sealer, Vacuum	Ea / Day	\$ 273.00
Electrical Distribution (Spider Box)	Ea / Day	\$ 75.00	Spray Booth with 2 sinks (portable)	Ea / Day	\$ 187.50
Extension Cord	Ea / Day	\$ 4.50	Sprayer, Airless H.P. (Wagner)	Ea / Day	\$ 81.50
Extraction Unit (portable)	Ea / Day	\$ 155.50	Tool Handling Charge	Per Project	\$ 463.50
Extraction Unit (Truck or Trailer mount)	Ea / Day	\$ 561.50	Ultrasonic Bath, Portable	Ea / Day	\$ 324.50
Floor cleaning system (walk behind)	Ea / Day	\$ 237.00	Ultrasonic Bath, Bench Top	Ea / Day	\$ 187.50
Fogger, Commercial	Ea / Day	\$ 112.50	Ultrasonic Dip Line, Industrial Multi-step	Ea / Day	\$ 3,365.00
Fogger, ULV / Thermal (electric)	Ea / Day	\$ 40.00	Vacuum, Clean Room	Ea / Day	\$ 154.50
Generator (portable)	Ea / Day	\$ 124.50	Wet Bench (portable)	Ea / Day	\$ 188.00
Heater, Electric	Ea / Day	\$ 15.50	Workstation (table, chair, lights, ESD)	Ea / Day	\$ 24.50
Heater, Propane/Torpedo	Ea / Day	\$ 55.50	<i>ENVIRONMENTAL</i>		
HEPA Filtration Unit / Air Scrubber	Ea / Day	\$ 155.50	Cascade Breathing Air System	Ea / Day	\$ 170.00
Injectidry Unit	Ea / Day	\$ 131.00	Chemical Hose, Hazmat	Ea / Day	\$ 226.50
Insulation Machine	Ea / Day	\$ 89.50	Confined Space Entry System	Ea / Day	\$ 206.00
Ion Air Cleaning System	Ea / Day	\$ 47.50	Decontamination Shower/Filter	Ea / Day	\$ 144.00
Jack Hammer	Ea / Day	\$ 100.00	Jerome Mercury Vapor Analyzer	Ea / Day	\$ 252.50
Ladder, 24', 34' & Extension ladders	Ea / Day	\$ 12.50	Mini-Rae (PID)	Ea / Day	\$ 180.00
Ladder, 4', 6', 8', 10 & 12'	Ea / Day	\$ 10.50	MSA Passport (O2, LEL, CO, H2S)	Ea / Day	\$ 206.00
Light, Temporary (Demo / Stand / String)	Ea / Day	\$ 24.50	Personal Sample Pump	Ea / Day	\$ 29.00
Light, Tower Mobile (400 WT diesel)	Ea / Day	\$ 155.50	Pump, Diaphragm 1", Hazmat	Ea / Day	\$ 206.00
Manometer	Ea / Day	\$ 82.50	Pump, Diaphragm 2", Hazmat	Ea / Day	\$ 309.00
Mechanical Gang Box (heavy tools)	Ea / Day	\$ 37.00	Self-Contained Breathing Apparatuses (SCBA), 30 Minute	Ea / Day	\$ 144.00
Moisture Meter	Ea / Day	\$ 21.00	Self-Contained Breathing Apparatuses (SCBA), 5 Minute	Ea / Day	\$ 113.50
Mop Bucket with wringer	Ea / Day	\$ 7.50	Trailer, Emergency Response, Hazmat	Ea / Day	\$ 309.00
Ozone Generator	Ea / Day	\$ 124.50	<i>HVAC</i>		
Pump, Sump / Flood	Ea / Day	\$ 34.00	HVAC, High Volume Tornado System	Ea / Day	\$ 95.00
Pump, Trash with Hose, 2"	Ea / Day	\$ 139.00	HVAC, Mobile Resource Unit	Ea / Day	\$ 155.50
Radio, 2 way - Job site communications (minimum qty - 2)	Ea / Day	\$ 24.50	HVAC, Power and Manual Hand Tools	PP/Day	\$ 25.00
Sand Blaster	Ea / Day	\$ 39.00	HVAC, Rotary Brush Duct Cleaning System	Ea / Day	\$ 45.00
Sander - Dustless	Ea / Day	\$ 31.00	HVAC, Service Vehicle / Trailer Combo	Ea / Day	\$ 124.50
Saw, Demo	Ea / Day	\$ 106.00	HVAC Vacuum System	Ea / Day	\$ 195.00
Scaffolding, Baker	Ea/Section	\$ 28.00	HVAC Video / Tool Robot	Ea / Day	\$ 504.50
Smoke Machines (small)	Ea / Day	\$ 100.00	HVAC, Viper Duct Cleaning System	Ea / Day	\$ 45.00
Small Tools Charge	PP/Day	\$ 5.30	<i>SAFETY</i>		
Soda Blaster	Ea / Day	\$ 966.00	Personal Fall Protection (PFP)	PP / Day	\$ 37.00
Sponge Jet Blaster	Ea / Day	\$ 224.50	Personal Protection Equipment (PPE)	PP / Day	\$ 18.50
Sponge Jet Media Classifier	Ea / Day	\$ 206.00	Personal Respiratory Protection (PRP)	PP / Day	\$ 37.00
Steam Cleaner	Ea / Day	\$ 243.00	Respirator, PAPR	Ea / Day	\$ 82.50

The rates contained in this exhibit are exclusive of federal, state and local sales or use taxes and the costs associated with any applicable federal, state or local approvals, consents, permits, licenses and orders incident to performance of the work.

Effective Date: August 2009

§ III. ITEMIZED SCHEDULED CONSUMABLES

Consumable Description	Unit	Rate	Consumable Description	Unit	Rate
CHEMICALS			GENERAL (Cont'd)		
Alcohol, Isopropyl	Gal	\$ 79.50	Tape, Poly Box	Roll	\$ 3.00
BELFOR-AC 14 Alkaline Cleaner 14	Gal	\$ 34.00	Tarp	Sq. Ft.	\$ 0.40
BELFOR-AC 12 Alkaline Cleaner 12	Gal	\$ 46.00	Wipes, Cotton Cloth	Lb.	\$ 5.00
BELFOR-All Natural Citrus Solvent Cleaner	Gal	\$ 34.00	Wipes, Lint Free	Pak	\$ 35.00
BELFOR-All Purpose Cleaner	Gal	\$ 10.50	Wipes, Wipe All	Pak	\$ 12.50
BELFOR-All Purpose Spotter	Gal	\$ 22.50	Wipes, Workshop (rags)	Lb.	\$ 4.00
BELFOR-Carpet Rinse & Neutralizer	Gal	\$ 18.50	Wrap, Bubble/Anti Static	Roll	\$ 84.50
BELFOR-CD 04-C Complex Deruster 04 C	Gal	\$ 73.00	Wrap, Stretch	Roll	\$ 59.50
BELFOR-CD 13 Complex Deruster 13	Gal	\$ 114.50	ELECTRONICS / MECHANICAL		
BELFOR-CIF Citroxif Lemon Scent	Ounce	\$ 1.00	Apron, Chemical	Ea.	\$ 5.00
BELFOR-Concentrated Odor Counteractant & Smoke Eliminato	Gal	\$ 31.00	Arm Sleeves, Chemical	Ea.	\$ 4.00
BELFOR-EC 12 Electronics Cleaner	Gal	\$ 30.00	Arsenic Test Kit	Per Test	\$ 5.00
BELFOR-ESL Label Protection Laquer	Ounce	\$ 17.50	Bags, Anti Static	Ea.	\$ 4.00
BELFOR-Extra Duty Cleaner Degreaser	Gal	\$ 17.00	Brush, Dispersion (large)	Ea.	\$ 13.50
BELFOR-Fabric Protector	Gal	\$ 40.00	Brush, Dispersion (small)	Ea.	\$ 5.00
BELFOR-GC General Cleaner	Gal	\$ 28.00	Brush, Non Conduct	Ea.	\$ 10.50
BELFOR-Glass Cleaner	Gal	\$ 8.00	Chloride Quick Test Strips	Ea.	\$ 1.25
BELFOR-Hand Cleaning Wipes	Tub	\$ 41.00	Cleaning / Decon Sticks	Ea.	\$ 1.25
BELFOR-HD 01 Hand Deruster 01	Gal	\$ 39.00	Non-Conduct Scrubbers, Green (#7447)	Box	\$ 28.00
BELFOR-Lemon Oil Furniture Polish	Gal	\$ 5.00	Non-Conduct Scrubbers, Maroon (#96)	Box	\$ 78.50
BELFOR-Liquid Laundry Detergent	Gal	\$ 17.50	Non-Conduct Scrubbers, White (#98)	Box	\$ 47.50
BELFOR-LP 40 Light Preserver 40	Gal	\$ 73.00	Tape, Clean Room	Roll	\$ 24.50
BELFOR-MPP Metal Polishing Paste	Ounce	\$ 15.50	Wipes, Presaturated IPA/DI	Pak	\$ 20.50
BELFOR-Multi-Enzyme Spotter-Deodorizer-Protector	Gal	\$ 31.00	Wipes, Standard Clean Room	Pak	\$ 29.00
BELFOR-Multi-Purpose Restroom Cleaner	Gal	\$ 13.50	Wipes, Ultra Clean Room	Pak	\$ 62.00
BELFOR-NC CR Neutral Cleaner CR	Gal	\$ 122.50	ENVIRONMENTAL		
BELFOR-NK One Step Cleaner and Preserver (electrical)	Pint	\$ 12.50	Asbestos Glove Bag	Ea.	\$ 34.00
BELFOR-OC24 Organic Cleaner 24	Gal	\$ 46.50	Breathing Air, Type K Bottle	Ea.	\$ 55.50
BELFOR-OC62 Organic Cleaner 62	Gal	\$ 32.00	Drum, Poly Closed Top, 15 Gallon	Ea.	\$ 42.00
BELFOR-Oil Preserver	Gal	\$ 46.50	Drum, Poly Open Top, 15 Gallon	Ea.	\$ 45.50
BELFOR-One Step Traffic Film Remover	Gal	\$ 13.50	Drum, Steel Closed Top, 15 Gallon	Ea.	\$ 34.00
BELFOR-O-SW Oil Black (Elect. Contacts Only)	Ounce	\$ 34.00	Drum, Steel Open Top, 15 Gallon	Ea.	\$ 36.00
BELFOR-PM Polish Milk	Ounce	\$ 5.00	Drum, Poly Closed Top, 30 Gallon	Ea.	\$ 49.50
BELFOR-Premium Dish Detergent	Quart	\$ 6.00	Drum, Poly Open Top, 30 Gallon	Ea.	\$ 53.50
BELFOR-Quarry & Hard Tile Cleaner	Gal	\$ 17.50	Drum, Steel Closed Top, 30 Gallon	Ea.	\$ 40.00
BELFOR-Rug & Upholstery / Traffic & Bonnet Cleaner	Gal	\$ 25.00	Drum, Steel Open Top, 30 Gallon	Ea.	\$ 47.50
BELFOR-SD 02 Sulfide Defroster	Gal	\$ 52.50	Drum, Poly Closed Top, 55 Gallon	Ea.	\$ 70.00
BELFOR-Vehicle & Transportation Wash	Gal	\$ 15.50	Drum, Poly Open Top, 55 Gallon	Ea.	\$ 76.00
BELFOR-WP Wax Preserver	Gal	\$ 78.50	Drum, Steel Closed Top, 55 Gallon	Ea.	\$ 55.50
Disinfectant/Antimicrobial	Gal	\$ 51.00	Drum, Steel Open Top, 55 Gallon	Ea.	\$ 67.00
Encapsulant, Antifungicidal	Gal	\$ 82.00	Drum, Steel Salvage, 85 Gallon	Ea.	\$ 168.00
Encapsulant, Soot	Gal	\$ 43.50	Drum, Poly Overpack, 95 Gallon	Ea.	\$ 257.50
Nitric Acid, Ultra Pure	Quart	\$ 154.50	Drum, Steel Overpack, 110 Gallon	Ea.	\$ 504.50
Soda, Soda Blaster Material	Bag	\$ 35.00	Protective Suits (Acid)	Ea.	\$ 84.50
Thermo Fog Deodorizer	Gal	\$ 63.00	Protective Suits (Level A, fully encapsulating)	Ea.	\$ 1,570.50
Thinner, Paint/Mineral Spirits	Gal	\$ 22.50	Protective Suits (PolyPro Asbestos)	Ea.	\$ 8.00
Zinser, or similar sealant	Gal	\$ 75.00	Protective Suits (Saranex Chemical)	Ea.	\$ 31.00
GENERAL			Sorbent Boom	Ea.	\$ 67.00
Adhesive, Caulk	Tube	\$ 8.00	Sorbent Pad	Bale	\$ 101.00
Adhesive, Remover	Can	\$ 11.50	Sorbent Pads (individual)	Ea.	\$ 10.50
Bags, Environmental Trash Bags	Ea.	\$ 3.00	Sorbent Pillows	Ea.	\$ 25.50
Bags, Insulation machine	Ea.	\$ 31.00	HVAC		
Bags, Trash	Ea.	\$ 0.82	HVAC Air Blast Nozzle, Replacement	Ea.	\$ 50.00
Banner Guard	Roll	\$ 28.00	HVAC Air Whip, Multi Head, Replacement	Ea.	\$ 65.00
Blades, Demo (saw, grinder wheels, etc)	Ea.	\$ 18.50	HVAC BBJ Freshduct / Microbiocide	15oz	\$ 50.00
Boot Covers, Latex	Per Pair	\$ 10.50	HVAC Cleaner Degreaser	Gal	\$ 17.00
Boxes, Book	Ea.	\$ 5.00	HVAC Closed Cell Foam Insulation Tape 1/8"x2"x30'	Roll	\$ 24.75
Boxes, Dish Pack	Ea.	\$ 6.00	HVAC Coil Cleaner	Gal	\$ 47.75
Boxes, Slip Covers	Ea.	\$ 3.00	HVAC Collection Machine Filters (Pleated Filter & Bag Filter)	Ea.	\$ 58.00
Boxes, Wardrobe/Specialty	Ea.	\$ 35.00	HVAC Collection Machine HEPA Filter	Ea.	\$ 340.40
Brady Cards	Ea.	\$ 7.00	HVAC Duct Liner 1' - 3'x100'	Roll	\$ 400.00
Brush, Scrub (long handle)	Ea.	\$ 11.50	HVAC Duct Mastic	Gal	\$ 29.00
Brushes, Pipe	Ea.	\$ 31.00	HVAC Encapsulant, Antimicrobial (Foster)	Gal	\$ 82.00
Brushes, Wire (large)	Ea.	\$ 7.00	HVAC Fiberlock	Gal	\$ 72.00
Brushes, Wire (small)	Ea.	\$ 5.00	HVAC HEPA Vac Collection Bag & Filter Protector	Ea.	\$ 10.00
Disposable Decontamination Unit	Ea.	\$ 416.00	HVAC HEPA Vac Filters (Dacron Filter Bag & Impaction)	Ea.	\$ 60.00
Duct, Lay Flat (500') with hog rings	Roll	\$ 467.50	HVAC HEPA Vac HEPA Filter	Ea.	\$ 285.00
Fasteners, Misc / Lock & Hasp	Ea.	\$ 30.00	HVAC Propane Fill Charge	Cylinder	\$ 45.00
Filter, Charcoal	Ea.	\$ 65.00	HVAC Rotary Brush Head, Replacement	Ea.	\$ 114.25
Filter, HEPA	Ea.	\$ 230.50	HVAC Rotary Brush System, Replacement Core	Ea.	\$ 40.00
Filter Material	Roll	\$ 119.50	HVAC Sheetmetal Blank	Ea.	\$ 17.00
Floor Buffer Pad	Ea.	\$ 12.50	HVAC Sheetmetal Screw	Box 100	\$ 21.50
Floor Dry (40#)	Bag	\$ 15.50	HVAC Spray Adhesive	Can	\$ 24.00
Foam Blocks	Ea.	\$ 0.12	HVAC Unibit	Ea.	\$ 82.00
Foam Scrubbing Pads	Pak	\$ 51.50	HVAC Vacuum Brush Head - Replacement	Ea.	\$ 24.00
Insulation	Foot	\$ 0.37	HVAC Vacuum Extension Wand 1.25"	Ea.	\$ 9.00
Inventory Tags	Box	\$ 124.50	SAFETY		
Lock Box	Ea.	\$ 45.50	Boots, Chemical PVC	Per Pair	\$ 45.50
Mop Heads	Ea.	\$ 13.50	Cartridge, MSA Combination	Ea.	\$ 16.50
Moving Blanket	Ea.	\$ 3.00	Dust Mask	Ea.	\$ 2.00
Plastic Sheeting, 1.5 mil (24 x 200)	Ea.	\$ 43.50	Gloves, Nitrile	Per Pair	\$ 5.30
Plastic Sheeting, 4 mil (20 x 100)	Ea.	\$ 62.50	Gloves, Cotton	Per Pair	\$ 2.00
Plastic Sheeting, 6 mil (20 x 100)	Ea.	\$ 81.50	Gloves, Cotton Underliners	Per Pair	\$ 0.26
Plastic Sheeting, 6 mil-Fire Retardant / Anti Static (20 x 100)	Ea.	\$ 319.00	Gloves, Latex (Surgical)	Box 100	\$ 23.50
Plastic Sheeting, Carpet Protector	Roll	\$ 81.50	Gloves, Leather	Per Pair	\$ 8.00
Red Resin Paper (200 ft. roll)	Roll	\$ 24.50	Gloves, Nylon Inspection	Per Pair	\$ 0.50
Sponge (for Sponge jet)	Bag	\$ 46.50	Protective Suits (Tyvek)	Ea.	\$ 18.50
Sponge, Particulate Removal (3/4"x3"x6")	Ea.	\$ 2.00	Respirator, (N95)	Ea.	\$ 3.50
Sponge, Particulate Removal (1.5"x3"x6")	Ea.	\$ 4.00	Respirator, HEPA (P100)	Ea.	\$ 10.50
Spray Bottle w/trigger	Ea.	\$ 4.00	Respirator, HEPA Replacement Pancake Filter	Ea.	\$ 8.50
Steel wool	Ea.	\$ 1.06	Respirator, HEPA + Particulate Replacement Filter	Ea.	\$ 36.00
Tape, Caution	Roll	\$ 16.00	Respirator, HEPA (P100)	Ea.	\$ 10.50
Tape, Duct (Gray or Teal)	Roll	\$ 7.00	Respirator, HEPA Replacement Pancake Filter	Ea.	\$ 8.50
Tape, Painters (blue)	Roll	\$ 8.00	Respirator, HEPA + Particulate Replacement Filter	Ea.	\$ 36.00

The rates contained in this exhibit are exclusive of federal, state and local sales or use taxes and the costs associated with any applicable federal, state or local approvals, consents, permits, licenses and orders incident to performance of the work.

Cameron	12	
Carbon	13	
Centre	14	
Chester	15	
Clarion	16	
Clearfield	17	
Clinton	18	
Columbia	19	
Crawford	20	
Cumberland	21	
Dauphin	22	
Delaware	23	

Lackawanna	35	
Lancaster	36	
Lawrence	37	
Lebanon	38	
Lehigh	39	
Luzerne	40	
Lycoming	41	
McKean	42	
Mercer	43	
Mifflin	44	
Monroe	45	

Sullivan	57	
Susquehanna	58	
Tioga	59	
Union	60	
Venango	61	
Warren	62	
Washington	63	
Wayne	64	
Westmoreland	65	
Wyoming	66	
York	67	

DOCUMENT RESTORATION REFERENCES

Princeton University, Firestone Library, Fine Hall Annex
Flood, October 2005, 5450 volumes affect, consulted on structure
1 Nassau Hall
Princeton, NJ
Dottie Pearson
609-258-3215
Mick Le Tourneaux
609-258-4957

Ursinus College, Library
Flood, 2004, dried structure and books
1 Main Street
Collegeville, PA 19426
Charles Jamison
610-409-3000 x2243

City of Stamford, Stamford High School Library and Scofield Middle School Library
55 Strawberry Hill Ave
Stamford, CT 06902
Water, February 2006
Ann Marie Mones, Risk Manager
203-977-4083

Cozen O'Conner Attorneys
Various smaller restoration projects
1900 Market, 5th Floor
Philadelphia, PA 19103
Rose O'Drain
215-665-2793

City of Philadelphia, Department of Records, City Hall and Archives
Water, March 2007 (Orphans Court, Marriage Licenses, Wills, etc.)
North Broad and Market Streets
Philadelphia, PA 19123
Marta Lippen, Dept. of Records
215-686-2268
Joan Decker, Commissioner
215-686-2261

Phila Dept of Records
111 City Hall
Philadelphia, PA 19107

Multiple Document Drying jobs 2011 - 2013
Contact: Ralph Wynder
Joan T. Decker, Commissioner
215-686-2260

Penn State University (Brandywine Campus)
Vario Library
25 Yearsley Mill Rd.
Media, Pa. 19063
Mold remediation of over 30,000 books 2011.
Susan Ware, Head Librarian
610-892-1382

University of Penn
Biddle Law Library
3400 Chestnut St
Philadelphia, Pa. 19104
Mold remediation of over 10,000 books 2013
Joseph Policarpo
215-898-1717

Princeton University
Ivy and Washington Streets
Princeton NJ 08540
Thermal Freeze Dry 284 Boxes of Wet Documents 2010
Jeff Rolands
(215) 208-4158

Library of Congress
Office of Contracts & Grants Management
101 Independence Ave. SE
Washington DC 20540-9411
Thermal Freeze Dry 97 Boxes of Wet Documents 2011
Arneen Dozier
(202) 707-0406

**Also see attached referral letters dating back to 2001 of various document projects performed by BELFOR displaying at least 5 years experience leading the records and documents recovery services industry.



Institution or Company Name: St. Joseph's Hospital
Date of BELFOR Services: 2001
Services provided: Document Freeze-Drying
Cleaning of Documents
Slide Restoration
X-Ray Cleaning
Mold treatment
Deodorization
Re-jacketing files
Quantity of Materials: 1967 Cu/ft. of Documents
421,453 X-Rays Cleaned
1,123,523 Slides Restored
Contact during project: Carolyn Phillips

Customer Statement of Satisfaction:

We restored many types of documents therefore we had varied results.
The slides that were washed and returned were in good condition.

The paper documents were dried, cleaned, deodorized and gamma radiated. We were very pleased with the patient records and log- books that came back. Type written notes were fine, the handwritten notes were a little smudged but readable and usable. I would recommend Balfor for treating your paper documents. I would recommend cleaning, gamma radiation, deodorizing and putting them in new file folders if you need to work with the documents in the future.

The quality of x-rays varied and some were useless.

If our customer would like to follow up with a phone call to you for further information regarding this project would that be acceptable?

Yes No

If so, what is the best number to reach you during business hours?

Phone Number: 713-756-5306

Printed Name: Carolyn Phillips

Signature: 



Institution or Company Name: Colorado State University
Date of BELFOR Services: Completed June 2001
Services provided: Document Freeze-Drying
Mold treatment
Odor treatment
Quantity of Materials: Approx. 430,000 bound volumes
CSU Contacts during project: Dr. Doug Rice
Camilla Aire
Diane Lunde

Customer Statement of Satisfaction:

BELFOR designed and implemented a state of the art system to clean and disinfect an incredibly large volume of books. Their customer service and professionalism were exemplary. Their initial response and final delivery exceeded our expectations.

Additional Comments:

The books were returned to circulation in excellent condition. Final mold testing indicated zero survival of any organisms rendering the repaired volumes superior to the undamaged collection

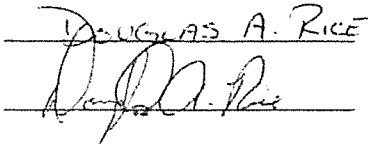
If our customer would like to follow up with a phone call to you for further information regarding this project would that be acceptable?

Yes No

If so, what is the best number to reach you during business hours?

Phone Number: 970-491-6503

Printed Name: DOUGLAS A. RICE

Signature: 

July 28, 2003

Kirk Lively
Belfor USA Group, Inc.
2425 Blue Smoke Ct. South
Fort Worth, TX 76105

Dear Mr. Lively:

I am writing to commend Belfor on its disaster recovery services. Last year, our Museum had a leak in our Archives. We contacted Belfor, and Rachelle Helms and her crew came out and assessed the situation. They advised us on packing the materials and sending them offsite to be frozen to prevent mold damage. Due to their speedy response and hard work, none of our unique and invaluable archival materials were lost. The items were returned to us in pristine condition, with no visible damage at all.

It is obviously crucially important with archival documents, due to their irreplaceable nature and the significance of the order of materials within folders and boxes, that they be handled with great care and attention to detail. I want to commend Mrs. Helms and her team for their professionalism, hard work, and stellar performance.

I recently had the misfortune to work with a collection of great historical value that had been stored in a basement for 40 years. The collection was infested with mold, and there was evidence of possible insect infestation as well. Again, we called Belfor and Mrs. Helms and her team moved the collection offsite to be treated. Items were frozen, and, upon Mrs. Helms' recommendation, HEPA vacuumed. I was astonished at the difference this made when I began processing the collection after it was returned to us. The items were clean and pristine, and had no lingering odor or discoloration from the mold infestation.

I don't know what our Museum would have done without the excellent services your company provides. It is people like Mrs. Helms and her team that make doing my job worthwhile.

Sincerely Yours,



Sammie Morris
Managing Archivist

CC: Rachelle Helms



Institution or Company Name: Dallas Museum of Art
Date of BELFOR Services: Summer 2002/Summer 2003
Services provided: Document Freeze-Drying
Mold treatment
Deodorization
Cleaning of Documents
Quantity of Materials: Approx. 100 Cu/ft.
Contacts during project: Sammie Morris

Customer Statement of Satisfaction:

I have been extremely satisfied with Belfor's services. I have used them for salvaging wet archival documents two times in the past, and been astounded by the care and attention to detail Belfor staff exhibited. Their response was timely, everyone on staff acted professionally, and great care was taken by them to maintain the original order of archival documents and handle them properly. I was amazed when items were returned to me exhibiting no visible damage at all. Belfor staff re-packed items after treatment, keeping my box numbers and folder titles intact so that materials could be easily re-shelved after treatment. I would highly recommend their services for valuable historic records of permanent value.

Additional Comments:

I have used Belfor for drying services, mold treatment, document cleaning and deodorization and can attest to their high standards of quality services and professionalism.

If our customer would like to follow up with a phone call to you for further information regarding this project would that be acceptable?

Yes No

If so, what is the best number to reach you during business hours?

Phone Number: 214-922-1276

Printed Name: Sammie Morris (or Jacqui Allen)

Signature:



Kirk Lively, President
Belfor USA
2425 Blue Smoke Court South
Ft. Worth, TX 76105 USA

5 September 2003

To Whom it May Concern:

This letter is written in support of Kirk Lively and Belfor USA, who asked me to document my satisfaction with their company in support of a proposal to dry a large number of documents for the Czech Republic.

I have a long-standing professional relationship with Mr. Lively and his firm and my experiences working with them have always been extremely positive. I have sought his professional help and advice frequently during the past 15 years, and the University of Utah pre-selected Belfor USA as its sole responder for material recovery for the whole campus (not just the Marriott Library) were the University ever to require emergency response. This responsibility requires a tremendous amount of integrity and an astute understanding of specific issues dealing with the recovery of both library and museum collections, as the University of Utah's three libraries and two museums are most likely to require disaster recovery services in the aftermath of an earthquake predicted to be a magnitude 8.0 temblor, a catastrophic event that would most likely disrupt all normal services and utilities within the region, as well as to simultaneously damage all of the University's holdings.

In addition to entrusting this firm with the University's commitment to hire this firm in this type of situation, I have also had the pleasure of working with Belfor USA (then called Disaster Recovery Services, DRS) and Mr. Lively on the recovery of the Colorado State University (CSU) Library following the 1997 flood that damaged 425,000 volumes. This event demonstrated for me the clear competence of the firm, as DRS was chosen to replace another recovery firm onsite due to issues of price gouging and incompetency. Picking up where the fired firm left off, DRS initiated a number of innovative techniques on that job, including the use of CO₂ to quickly cool refrigerated truck trailers once they were loaded with boxed wet books prior to transport to a commercial freezer facility. This technique turned out to be cost effective and a dramatic aid in quickly reducing summer temperatures to slow the rate of mold growth that was rampant in the books. This job turned out very well for CSU, both in terms of the quality of the collection after drying and the total cost to the University for the work. CSU also benefitted from the quality of their relationship with DRS, being able to count on receiving highly-informed technical information in a timely and courteous manner whenever it was needed during the two-year recovery.

It is my professional opinion that Belfor USA and Kirk Lively are the most competent, most trustworthy disaster recovery professionals working in the U.S. today. I can unequivocally state that the Czech Republic will benefit from establishing a relationship with this firm to dry its books and records, and would be happy to speak with the Committee further if I can offer more information on this point.

Warmest regards,

Randy Silverman
Preservation Librarian



Institution or Company Name: Duke University Libraries
Date of BELFOR Services: 2003
Services provided: Document Cleaning
Mold treatment
Quantity of Materials: 114,521 bound volumes
Contact during project: Winston Atkins
Curtis Riley

Customer Statement of Satisfaction:

Belfor cleaned more than 114,000 books in one of our branch libraries. We were pleased with the way they conducted the project. The books were cleaned well and Belfor left no residual problems. They understood the constraints of the academic calendar and worked quickly to allow us to reopen the library for the end of the semester and final examinations.

Additional Comments:

I would also like to comment that Belfor's representatives worked well with our on-campus health and safety department to establish a treatment process and protocol that satisfied our needs for maintaining a healthy environment for staff and researchers using other parts of the building, and preventing mold spores from being transferred to uncontaminated parts of the library.

If our customer would like to follow up with a phone call to you for further information regarding this project would that be acceptable?

x Yes No

If so, what is the best number to reach you during business hours?

Phone Number: 919-660-5843

Printed Name: Winston Atkins

Signature: Winston Atkins



ARIZONA STATE
LIBRARY, ARCHIVES AND PUBLIC RECORDS

GladysAnn Wells, Director



HISTORY AND ARCHIVES DIVISION

MELANIE STURGEON
Division Director

March 20, 2003

Kirk Lively
Belfor USA
2425 Blue Smoke Ct. South
Ft. Worth, TX 76105

Dear Kirk:

Thank you so much for flying into Tucson on the 18th to tell all of us about Belfor USA and the Colorado State University flood. When I contacted Warren Lindell about speaking at the U of A workshop, I mentioned that Colorado State would be a great topic. I never imagined that you would fly in to make a presentation. That's way beyond the call of duty. If that's the way you and Belfor treat real clients, you certainly deserve the praise I've heard. Quite amazing.

I talked with Jim Fromme, facilities manager at the U of A Library, after the workshop, and he was impressed with all of the services that Belfor can provide. This morning, I recommended Belfor to Thunderbird, The American Graduate School of International Management. Take a look at <http://www.t-bird.edu>. Also this morning, I contacted Warren's office for more information on your Red Alert services, so I can present it to the Arizona State Library administration.

Again, thank you so much for flying into freeze-in-your-shirtsleeves Tucson. We all enjoyed meeting you and learning about Belfor.

Cordially,

Michael McColgin
Conservation Officer
Arizona State Archives

STATE CAPITOL

1700 W. Washington - 3rd Floor • Phoenix, Arizona 85007 • Home Page: <http://www.lib.az.us>
Phone: (602) 542-4159 • FAX: (602) 542-4402 • E-Mail: archive@lib.az.us

An Equal Opportunity Employer