



FULLY EXECUTED - CHANGE 5
Contract Number: 4400015996
Original Contract Effective Date: 10/19/2016
Contract Change Date: 11/16/2021
Valid From: 12/01/2016 To: 02/28/2022

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

Purchasing Agent

Name: Constance Ralph
Phone: 717-703-2931
Fax: 717-783-6241

Your SAP Vendor Number with us: 101759

Supplier Name/Address:
MICHELIN NORTH AMERICA INC
P.O. Box 19001
GREENVILLE SC 29602-9001 US

Supplier Phone Number: 864-313-5120
Supplier Fax Number: 864-458-5119

Please Deliver To:

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

Contract Name:
Tires, Auto, Truck, OTR & Farm MICHELIN

Payment Terms
NET 30

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

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

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
3	Tire BFGoodrich LT245/75R16 120 Q E	0.000	Each	119.00	1	0.00

*** Validity Period Changed ***						
4	Tire BFGoodrich LT245/75R16 120/116 R E	0.000	Each	119.00	1	0.00

*** Validity Period Changed ***						
5	Tire BFGoodrich LT245/75R17 121 S E	0.000	Each	137.74	1	0.00
	<i>Valid from 08/16/2016 to 02/03/2020</i>					
	Price(Contract/Bid)	142.00	USD	1	EA	
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid)	137.74	USD	1	EA	

Information:

Supplier's Signature _____
Printed Name _____

Title _____
Date _____

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Supplier Name:

MICHELIN NORTH AMERICA INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
6	Tire BFGoodrich LT245/75R16 120 S E	0.000	Each	119.00	1	0.00
*** Validity Period Changed ***						
7	Tire BFGoodrich LT225/75R16 115/112 Q E	0.000	Each	119.31	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid) 119.00 USD 1 EA					
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid) 123.00 USD 1 EA					
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid) 119.31 USD 1 EA					
*** Validity Period Changed ***						
8	Tire Michelin LT265/70R17 121/118 Q E	0.000	Each	148.41	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid) 123.00 USD 1 EA					
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid) 153.00 USD 1 EA					
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid) 148.41 USD 1 EA					
*** Validity Period Changed ***						
9	Tire BFGoodrich P235/75R15 105 S S2	0.000	Each	86.90	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid) 153.00 USD 1 EA					
	<i>Valid from 08/30/2016 to 01/05/2017</i>					
	Price(Contract/Bid) 93.22 USD 1 EA					
	<i>Valid from 01/06/2017 to 12/31/9999</i>					
	Price(Contract/Bid) 86.90 USD 1 EA					
*** Validity Period Changed ***						
10	Tire BFGoodrich LT225/75R16 115 R E	0.000	Each	119.31	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid) 93.22 USD 1 EA					
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid) 123.00 USD 1 EA					

Information:

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Supplier Name:

MICHELIN NORTH AMERICA INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid)	119.31 USD	1 EA			

*** Validity Period Changed ***						
11	Tire BFGoodrich P235/70R16 104 S S2	0.000	Each	90.42	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	123.00 USD	1 EA			
	<i>Valid from 08/30/2016 to 01/05/2017</i>					
	Price(Contract/Bid)	97.17 USD	1 EA			
	<i>Valid from 01/06/2017 to 02/03/2020</i>					
	Price(Contract/Bid)	93.22 USD	1 EA			
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid)	90.42 USD	1 EA			

*** Validity Period Changed ***						
12	Tire BFGoodrich LT235/85R16 120 Q E	0.000	Each	118.01	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	97.17 USD	1 EA			
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid)	121.66 USD	1 EA			
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid)	118.01 USD	1 EA			

*** Validity Period Changed ***						
13	Tire BFGoodrich P235/75R16 109 S XL	0.000	Each	111.55	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	121.66 USD	1 EA			
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid)	115.00 USD	1 EA			
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid)	111.55 USD	1 EA			

*** Validity Period Changed ***						
14	Tire BFGoodrich LT235/85R16 120/116 R E	0.000	Each	118.01	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	115.00 USD	1 EA			

Information:

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Supplier Name:

MICHELIN NORTH AMERICA INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid)	121.66 USD	1 EA			
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid)	118.01 USD	1 EA			

	*** Validity Period Changed ***					
15	Tire BFGoodrich LT235/85R16 120 R E	0.000	Each	118.01	1	0.00
	<i>Valid from 08/16/2016 to 02/03/2020</i>					
	Price(Contract/Bid)	121.66 USD	1 EA			
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid)	118.01 USD	1 EA			

	*** Validity Period Changed ***					
16	Tire Michelin LT265/70R17 121 S E	0.000	Each	148.41	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	121.66 USD	1 EA			
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid)	153.00 USD	1 EA			
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid)	148.41 USD	1 EA			

	*** Validity Period Changed ***					
17	Tire BFGoodrich P265/70R17 113 R S2	0.000	Each	109.58	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	153.00 USD	1 EA			
	<i>Valid from 08/30/2016 to 01/05/2017</i>					
	Price(Contract/Bid)	123.00 USD	1 EA			
	<i>Valid from 01/06/2017 to 02/03/2020</i>					
	Price(Contract/Bid)	112.97 USD	1 EA			
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid)	109.58 USD	1 EA			

	*** Validity Period Changed ***					
18	Tire BFGoodrich LT245/75/16 120 S E	0.000	Each	119.00	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	123.00 USD	1 EA			
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	119.00 USD	1 EA			

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MICHELIN NORTH AMERICA INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
19	Tire Michelin LT265/70R17 121/118 S E	0.000	Each	148.41	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid) 119.00 USD 1 EA					
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid) 153.00 USD 1 EA					
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid) 148.41 USD 1 EA					
*** Validity Period Changed ***						
20	Tire BFGoodrich LT245/75R17 121/118 R E	0.000	Each	137.74	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid) 153.00 USD 1 EA					
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid) 142.00 USD 1 EA					
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid) 137.74 USD 1 EA					
*** Validity Period Changed ***						
21	Tire BFGoodrich LT225/75R16 115 Q E	0.000	Each	119.31	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid) 142.00 USD 1 EA					
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid) 123.00 USD 1 EA					
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid) 119.31 USD 1 EA					
*** Validity Period Changed ***						
22	Tire BFGoodrich LT245/75R17 121/118 Q E	0.000	Each	137.74	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid) 123.00 USD 1 EA					
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid) 142.00 USD 1 EA					
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid) 137.74 USD 1 EA					

Information:

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Supplier Name:

MICHELIN NORTH AMERICA INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
23	Tire BFGoodrich LT245/75R16 120/116 R E	0.000	Each	119.00	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid) 142.00 USD 1 EA					
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid) 119.00 USD 1 EA					
*** Validity Period Changed ***						
24	Tire BFGoodrich LT225/75R16 115/112 R E	0.000	Each	119.31	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid) 119.00 USD 1 EA					
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid) 123.00 USD 1 EA					
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid) 119.31 USD 1 EA					
*** Validity Period Changed ***						
25	Tire BFGoodrich 235/75R17 109 T SL	0.000	Each	203.70	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid) 123.00 USD 1 EA					
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid) 115.00 USD 1 EA					
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid) 203.70 USD 1 EA					
*** Validity Period Changed ***						
26	Tire Uniroyal 265/70R17 115 T SL	0.000	Each	145.50	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid) 115.00 USD 1 EA					
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid) 150.00 USD 1 EA					
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid) 145.50 USD 1 EA					
*** Validity Period Changed ***						

Information:

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Supplier Name:

MICHELIN NORTH AMERICA INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
27	Tire BFGoodrich P245/70R17 108 S S2	0.000	Each	111.11	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid) 150.00 USD	1	EA			
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid) 114.55 USD	1	EA			
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid) 111.11 USD	1	EA			

*** Validity Period Changed ***						
28	Tire BFGoodrich LT225/75R16 Drive	0.000	Each	144.83	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid) 114.55 USD	1	EA			
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid) 149.31 USD	1	EA			
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid) 144.83 USD	1	EA			

*** Validity Period Changed ***						
29	Tire Uniroyal 225/70R195 Drive	0.000	Each	203.70	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid) 149.31 USD	1	EA			
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid) 210.00 USD	1	EA			
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid) 203.70 USD	1	EA			

*** Validity Period Changed ***						
30	Tire Uniroyal 225/70R195 Steer	0.000	Each	179.45	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid) 210.00 USD	1	EA			
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid) 185.00 USD	1	EA			
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid) 179.45 USD	1	EA			

*** Validity Period Changed ***						
31	Tire Uniroyal 225/70R195 Steer	0.000	Each	179.45	1	0.00

Information:

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Supplier Name:

MICHELIN NORTH AMERICA INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	<i>Valid from 08/16/2016 to 02/03/2020</i>					
	Price(Contract/Bid)	185.00	USD 1 EA			
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid)	179.45	USD 1 EA			

*** Validity Period Changed ***						
32	Tire Uniroyal 225/70R195 Drive	0.000	Each	203.70	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	185.00	USD 1 EA			
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid)	210.00	USD 1 EA			
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid)	203.70	USD 1 EA			

*** Validity Period Changed ***						
33	Tire Uniroyal 225/70R19.5 High Scrup All	0.000	Each	179.45	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	210.00	USD 1 EA			
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid)	185.00	USD 1 EA			
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid)	179.45	USD 1 EA			

*** Validity Period Changed ***						
34	Tires Non-Core	0.000		0.00	1	0.00

*** Validity Period Changed ***						
35	Mount Balance Valve Stem Tire Disposal	0.000		0.00	1	0.00

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



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Supplier Name:
MICHELIN NORTH AMERICA INC

Header Text

This contract is from IFB # 6100038116 and incorporates all terms and conditions of this IFB

Contact Information:

Ralph Constance
Commodity Specialist
555 Walnut St., 6th Floor
Harrisburg, PA 17101-1914
717.703.2931
rconstance@pa.gov

No further information for this Contract

Information:



FULLY EXECUTED - CHANGE 4

Contract Number: 4400015996

Original Contract Effective Date: 10/19/2016

Contract Change Date: 09/09/2020

Valid From: 12/01/2016 To: 11/30/2021

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

Purchasing Agent

Name: Constance Ralph

Phone: 717-703-2931

Fax: 717-783-6241

Your SAP Vendor Number with us: 101759

Supplier Name/Address:

MICHELIN NORTH AMERICA INC

P.O. Box 19001

GREENVILLE SC 29602-9001 US

Supplier Phone Number: 864-313-5120

Supplier Fax Number: 864-458-5119

Please Deliver To:

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

Contract Name:

Tires, Auto, Truck, OTR & Farm MICHELIN

Payment Terms

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

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

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
3	Tire BFGoodrich LT245/75R16 120 Q E	0.000	Each	119.00	1	0.00

*** Validity Period Changed ***						
4	Tire BFGoodrich LT245/75R16 120/116 R E	0.000	Each	119.00	1	0.00

*** Validity Period Changed ***						
5	Tire BFGoodrich LT245/75R17 121 S E	0.000	Each	137.74	1	0.00
	<i>Valid from 08/16/2016 to 02/03/2020</i>					
	Price(Contract/Bid)	142.00	USD	1	EA	
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid)	137.74	USD	1	EA	

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____

**FULLY EXECUTED - CHANGE 4**

Contract Number: 4400015996

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Valid From: 12/01/2016 To: 11/30/2021

Supplier Name:

MICHELIN NORTH AMERICA INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
6	Tire BFGoodrich LT245/75R16 120 S E	0.000	Each	119.00	1	0.00
*** Validity Period Changed ***						
7	Tire BFGoodrich LT225/75R16 115/112 Q E	0.000	Each	119.31	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	119.00	USD	1	EA	
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid)	123.00	USD	1	EA	
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid)	119.31	USD	1	EA	
*** Validity Period Changed ***						
8	Tire Michelin LT265/70R17 121/118 Q E	0.000	Each	148.41	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	123.00	USD	1	EA	
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid)	153.00	USD	1	EA	
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid)	148.41	USD	1	EA	
*** Validity Period Changed ***						
9	Tire BFGoodrich P235/75R15 105 S S2	0.000	Each	86.90	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	153.00	USD	1	EA	
	<i>Valid from 08/30/2016 to 01/05/2017</i>					
	Price(Contract/Bid)	93.22	USD	1	EA	
	<i>Valid from 01/06/2017 to 12/31/9999</i>					
	Price(Contract/Bid)	86.90	USD	1	EA	
*** Validity Period Changed ***						
10	Tire BFGoodrich LT225/75R16 115 R E	0.000	Each	119.31	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	93.22	USD	1	EA	
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid)	123.00	USD	1	EA	

Information:

**FULLY EXECUTED - CHANGE 4**

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Contract Change Date: 09/09/2020

Valid From: 12/01/2016 To: 11/30/2021

Supplier Name:

MICHELIN NORTH AMERICA INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid)	119.31 USD	1 EA			

*** Validity Period Changed ***						
11	Tire BFGoodrich P235/70R16 104 S S2	0.000	Each	90.42	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	123.00 USD	1 EA			
	<i>Valid from 08/30/2016 to 01/05/2017</i>					
	Price(Contract/Bid)	97.17 USD	1 EA			
	<i>Valid from 01/06/2017 to 02/03/2020</i>					
	Price(Contract/Bid)	93.22 USD	1 EA			
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid)	90.42 USD	1 EA			

*** Validity Period Changed ***						
12	Tire BFGoodrich LT235/85R16 120 Q E	0.000	Each	118.01	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	97.17 USD	1 EA			
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid)	121.66 USD	1 EA			
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid)	118.01 USD	1 EA			

*** Validity Period Changed ***						
13	Tire BFGoodrich P235/75R16 109 S XL	0.000	Each	111.55	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	121.66 USD	1 EA			
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid)	115.00 USD	1 EA			
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid)	111.55 USD	1 EA			

*** Validity Period Changed ***						
14	Tire BFGoodrich LT235/85R16 120/116 R E	0.000	Each	118.01	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	115.00 USD	1 EA			

Information:

**FULLY EXECUTED - CHANGE 4**

Contract Number: 4400015996

Original Contract Effective Date: 10/19/2016

Contract Change Date: 09/09/2020

Valid From: 12/01/2016 To: 11/30/2021

Supplier Name:

MICHELIN NORTH AMERICA INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid)	121.66 USD	1 EA			
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid)	118.01 USD	1 EA			

	*** Validity Period Changed ***					
15	Tire BFGoodrich LT235/85R16 120 R E	0.000	Each	118.01	1	0.00
	<i>Valid from 08/16/2016 to 02/03/2020</i>					
	Price(Contract/Bid)	121.66 USD	1 EA			
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid)	118.01 USD	1 EA			

	*** Validity Period Changed ***					
16	Tire Michelin LT265/70R17 121 S E	0.000	Each	148.41	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	121.66 USD	1 EA			
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid)	153.00 USD	1 EA			
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid)	148.41 USD	1 EA			

	*** Validity Period Changed ***					
17	Tire BFGoodrich P265/70R17 113 R S2	0.000	Each	109.58	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	153.00 USD	1 EA			
	<i>Valid from 08/30/2016 to 01/05/2017</i>					
	Price(Contract/Bid)	123.00 USD	1 EA			
	<i>Valid from 01/06/2017 to 02/03/2020</i>					
	Price(Contract/Bid)	112.97 USD	1 EA			
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid)	109.58 USD	1 EA			

	*** Validity Period Changed ***					
18	Tire BFGoodrich LT245/75/16 120 S E	0.000	Each	119.00	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	123.00 USD	1 EA			
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	119.00 USD	1 EA			

Information:

**FULLY EXECUTED - CHANGE 4**

Contract Number: 4400015996

Original Contract Effective Date: 10/19/2016

Contract Change Date: 09/09/2020

Valid From: 12/01/2016 To: 11/30/2021

Supplier Name:

MICHELIN NORTH AMERICA INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
19	Tire Michelin LT265/70R17 121/118 S E	0.000	Each	148.41	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid) 119.00 USD 1 EA					
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid) 153.00 USD 1 EA					
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid) 148.41 USD 1 EA					
*** Validity Period Changed ***						
20	Tire BFGoodrich LT245/75R17 121/118 R E	0.000	Each	137.74	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid) 153.00 USD 1 EA					
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid) 142.00 USD 1 EA					
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid) 137.74 USD 1 EA					
*** Validity Period Changed ***						
21	Tire BFGoodrich LT225/75R16 115 Q E	0.000	Each	119.31	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid) 142.00 USD 1 EA					
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid) 123.00 USD 1 EA					
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid) 119.31 USD 1 EA					
*** Validity Period Changed ***						
22	Tire BFGoodrich LT245/75R17 121/118 Q E	0.000	Each	137.74	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid) 123.00 USD 1 EA					
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid) 142.00 USD 1 EA					
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid) 137.74 USD 1 EA					

Information:

**FULLY EXECUTED - CHANGE 4**

Contract Number: 4400015996

Original Contract Effective Date: 10/19/2016

Contract Change Date: 09/09/2020

Valid From: 12/01/2016 To: 11/30/2021

Supplier Name:

MICHELIN NORTH AMERICA INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
23	Tire BFGoodrich LT245/75R16 120/116 R E	0.000	Each	119.00	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid) 142.00 USD 1 EA					
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid) 119.00 USD 1 EA					
*** Validity Period Changed ***						
24	Tire BFGoodrich LT225/75R16 115/112 R E	0.000	Each	119.31	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid) 119.00 USD 1 EA					
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid) 123.00 USD 1 EA					
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid) 119.31 USD 1 EA					
*** Validity Period Changed ***						
25	Tire BFGoodrich 235/75R17 109 T SL	0.000	Each	203.70	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid) 123.00 USD 1 EA					
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid) 115.00 USD 1 EA					
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid) 203.70 USD 1 EA					
*** Validity Period Changed ***						
26	Tire Uniroyal 265/70R17 115 T SL	0.000	Each	145.50	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid) 115.00 USD 1 EA					
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid) 150.00 USD 1 EA					
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid) 145.50 USD 1 EA					
*** Validity Period Changed ***						

Information:

**FULLY EXECUTED - CHANGE 4**

Contract Number: 4400015996

Original Contract Effective Date: 10/19/2016

Contract Change Date: 09/09/2020

Valid From: 12/01/2016 To: 11/30/2021

Supplier Name:

MICHELIN NORTH AMERICA INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
27	Tire BFGoodrich P245/70R17 108 S S2	0.000	Each	111.11	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid) 150.00 USD	1	EA			
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid) 114.55 USD	1	EA			
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid) 111.11 USD	1	EA			

*** Validity Period Changed ***						
28	Tire BFGoodrich LT225/75R16 Drive	0.000	Each	144.83	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid) 114.55 USD	1	EA			
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid) 149.31 USD	1	EA			
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid) 144.83 USD	1	EA			

*** Validity Period Changed ***						
29	Tire Uniroyal 225/70R195 Drive	0.000	Each	203.70	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid) 149.31 USD	1	EA			
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid) 210.00 USD	1	EA			
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid) 203.70 USD	1	EA			

*** Validity Period Changed ***						
30	Tire Uniroyal 225/70R195 Steer	0.000	Each	179.45	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid) 210.00 USD	1	EA			
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid) 185.00 USD	1	EA			
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid) 179.45 USD	1	EA			

*** Validity Period Changed ***						
31	Tire Uniroyal 225/70R195 Steer	0.000	Each	179.45	1	0.00

Information:



FULLY EXECUTED - CHANGE 4

Contract Number: 4400015996

Original Contract Effective Date: 10/19/2016

Contract Change Date: 09/09/2020

Valid From: 12/01/2016 To: 11/30/2021

Supplier Name:

MICHELIN NORTH AMERICA INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	<i>Valid from 08/16/2016 to 02/03/2020</i>					
	Price(Contract/Bid)	185.00	USD 1 EA			
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid)	179.45	USD 1 EA			

*** Validity Period Changed ***						
32	Tire Uniroyal 225/70R195 Drive	0.000	Each	203.70	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	185.00	USD 1 EA			
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid)	210.00	USD 1 EA			
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid)	203.70	USD 1 EA			

*** Validity Period Changed ***						
33	Tire Uniroyal 225/70R19.5 High Scrup All	0.000	Each	179.45	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	210.00	USD 1 EA			
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid)	185.00	USD 1 EA			
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid)	179.45	USD 1 EA			

*** Validity Period Changed ***						
34	Tires Non-Core	0.000		0.00	1	0.00

*** Validity Period Changed ***						
35	Mount Balance Valve Stem Tire Disposal	0.000		0.00	1	0.00

General Requirements for all Items:

Information:



FULLY EXECUTED - CHANGE 4
Contract Number: 4400015996
Original Contract Effective Date: 10/19/2016
Contract Change Date: 09/09/2020
Valid From: 12/01/2016 To: 11/30/2021

Supplier Name:
MICHELIN NORTH AMERICA INC

Header Text

This contract is from IFB # 6100038116 and incorporates all terms and conditions of this IFB

Contact Information:

Ralph Constance
Commodity Specialist
555 Walnut St., 6th Floor
Harrisburg, PA 17101-1914
717.703.2931
rconstance@pa.gov

No further information for this Contract

Information:



FULLY EXECUTED - CHANGE 3

Contract Number: 4400015996

Original Contract Effective Date: 10/19/2016

Contract Change Date: 02/04/2020

Valid From: 12/01/2016 To: 11/30/2020

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

Purchasing Agent

Name: Constance Ralph

Phone: 717-703-2931

Fax: 717-783-6241

Your SAP Vendor Number with us: 101759

Supplier Name/Address:

MICHELIN NORTH AMERICA INC

P.O. Box 19001

GREENVILLE SC 29602-9001 US

Please Deliver To:

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

Supplier Phone Number: 864-313-5120

Supplier Fax Number: 864-458-5119

Contract Name:

Tires, Auto, Truck, OTR & Farm MICHELIN

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
3	Tire BFGoodrich LT245/75R16 120 Q E	0.000	Each	119.00	1	0.00
4	Tire BFGoodrich LT245/75R16 120/116 R E	0.000	Each	119.00	1	0.00
5	Tire BFGoodrich LT245/75R17 121 S E	0.000	Each	137.74	1	0.00
	Valid from 08/16/2016 to 02/03/2020					
	Price(Contract/Bid)	142.00	USD	1	EA	
	Valid from 02/04/2020 to 12/31/9999					
	Price(Contract/Bid)	137.74	USD	1	EA	
	Field Changed: PRICE					
	Old Value:	142.00				
	New Value:	137.74				

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____

**FULLY EXECUTED - CHANGE 3**

Contract Number: 4400015996

Original Contract Effective Date: 10/19/2016

Contract Change Date: 02/04/2020

Valid From: 12/01/2016 To: 11/30/2020

Supplier Name:

MICHELIN NORTH AMERICA INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
6	Tire BFGoodrich LT245/75R16 120 S E	0.000	Each	119.00	1	0.00
7	Tire BFGoodrich LT225/75R16 115/112 Q E	0.000	Each	119.31	1	0.00
	Valid from 08/16/2016 to 08/29/2016					
	Price(Contract/Bid)	119.00	USD	1 EA		
	Valid from 08/30/2016 to 02/03/2020					
	Price(Contract/Bid)	123.00	USD	1 EA		
	Valid from 02/04/2020 to 12/31/9999					
	Price(Contract/Bid)	119.31	USD	1 EA		
Field Changed: PRICE						
	Old Value:	123.00				
	New Value:	119.31				
8	Tire Michelin LT265/70R17 121/118 Q E	0.000	Each	148.41	1	0.00
	Valid from 08/16/2016 to 08/29/2016					
	Price(Contract/Bid)	123.00	USD	1 EA		
	Valid from 08/30/2016 to 02/03/2020					
	Price(Contract/Bid)	153.00	USD	1 EA		
	Valid from 02/04/2020 to 12/31/9999					
	Price(Contract/Bid)	148.41	USD	1 EA		
Field Changed: PRICE						
	Old Value:	153.00				
	New Value:	148.41				
9	Tire BFGoodrich P235/75R15 105 S S2	0.000	Each	86.90	1	0.00
	Valid from 08/16/2016 to 08/29/2016					
	Price(Contract/Bid)	153.00	USD	1 EA		
	Valid from 08/30/2016 to 01/05/2017					
	Price(Contract/Bid)	93.22	USD	1 EA		
	Valid from 01/06/2017 to 12/31/9999					
	Price(Contract/Bid)	86.90	USD	1 EA		
10	Tire BFGoodrich LT225/75R16 115 R E	0.000	Each	119.31	1	0.00
	Valid from 08/16/2016 to 08/29/2016					
	Price(Contract/Bid)	93.22	USD	1 EA		
	Valid from 08/30/2016 to 02/03/2020					
	Price(Contract/Bid)	123.00	USD	1 EA		

Information:



FULLY EXECUTED - CHANGE 3

Contract Number: 4400015996

Original Contract Effective Date: 10/19/2016

Contract Change Date: 02/04/2020

Valid From: 12/01/2016 To: 11/30/2020

Supplier Name:

MICHELIN NORTH AMERICA INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid)	119.31	USD	1	EA	
	Field Changed: PRICE					
	Old Value:	123.00				
	New Value:	119.31				

11	Tire BFGoodrich P235/70R16 104 S S2	0.000	Each	90.42	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	123.00	USD	1	EA	
	<i>Valid from 08/30/2016 to 01/05/2017</i>					
	Price(Contract/Bid)	97.17	USD	1	EA	
	<i>Valid from 01/06/2017 to 02/03/2020</i>					
	Price(Contract/Bid)	93.22	USD	1	EA	
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid)	90.42	USD	1	EA	
	Field Changed: PRICE					
	Old Value:	93.22				
	New Value:	90.42				

12	Tire BFGoodrich LT235/85R16 120 Q E	0.000	Each	118.01	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	97.17	USD	1	EA	
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid)	121.66	USD	1	EA	
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid)	118.01	USD	1	EA	
	Field Changed: PRICE					
	Old Value:	121.66				
	New Value:	118.01				

13	Tire BFGoodrich P235/75R16 109 S XL	0.000	Each	111.55	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	121.66	USD	1	EA	
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid)	115.00	USD	1	EA	
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid)	111.55	USD	1	EA	
	Field Changed: PRICE					
	Old Value:	115.00				
	New Value:	111.55				

Information:	
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**FULLY EXECUTED - CHANGE 3**

Contract Number: 4400015996

Original Contract Effective Date: 10/19/2016

Contract Change Date: 02/04/2020

Valid From: 12/01/2016 To: 11/30/2020

Supplier Name:

MICHELIN NORTH AMERICA INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
14	Tire BFGoodrich LT235/85R16 120/116 R E	0.000	Each	118.01	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid) 115.00 USD 1 EA					
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid) 121.66 USD 1 EA					
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid) 118.01 USD 1 EA					
	Field Changed: PRICE					
	Old Value: 121.66					
	New Value: 118.01					
15	Tire BFGoodrich LT235/85R16 120 R E	0.000	Each	118.01	1	0.00
	<i>Valid from 08/16/2016 to 02/03/2020</i>					
	Price(Contract/Bid) 121.66 USD 1 EA					
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid) 118.01 USD 1 EA					
	Field Changed: PRICE					
	Old Value: 121.66					
	New Value: 118.01					
16	Tire Michelin LT265/70R17 121 S E	0.000	Each	148.41	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid) 121.66 USD 1 EA					
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid) 153.00 USD 1 EA					
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid) 148.41 USD 1 EA					
	Field Changed: PRICE					
	Old Value: 153.00					
	New Value: 148.41					
17	Tire BFGoodrich P265/70R17 113 R S2	0.000	Each	109.58	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid) 153.00 USD 1 EA					
	<i>Valid from 08/30/2016 to 01/05/2017</i>					
	Price(Contract/Bid) 123.00 USD 1 EA					

Information:

**FULLY EXECUTED - CHANGE 3**

Contract Number: 4400015996

Original Contract Effective Date: 10/19/2016

Contract Change Date: 02/04/2020

Valid From: 12/01/2016 To: 11/30/2020

Supplier Name:

MICHELIN NORTH AMERICA INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	<i>Valid from 01/06/2017 to 02/03/2020</i>					
	Price(Contract/Bid)	112.97	USD	1	EA	
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid)	109.58	USD	1	EA	
	Field Changed: PRICE					
	Old Value: 112.97					
	New Value: 109.58					
18	Tire BFGoodrich LT245/75/16 120 S E	0.000	Each	119.00	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	123.00	USD	1	EA	
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	119.00	USD	1	EA	
19	Tire Michelin LT265/70R17 121/118 S E	0.000	Each	148.41	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	119.00	USD	1	EA	
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid)	153.00	USD	1	EA	
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid)	148.41	USD	1	EA	
	Field Changed: PRICE					
	Old Value: 153.00					
	New Value: 148.41					
20	Tire BFGoodrich LT245/75R17 121/118 R E	0.000	Each	137.74	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	153.00	USD	1	EA	
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid)	142.00	USD	1	EA	
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid)	137.74	USD	1	EA	
	Field Changed: PRICE					
	Old Value: 142.00					
	New Value: 137.74					
21	Tire BFGoodrich LT225/75R16 115 Q E	0.000	Each	119.31	1	0.00

Information:

**FULLY EXECUTED - CHANGE 3**

Contract Number: 4400015996

Original Contract Effective Date: 10/19/2016

Contract Change Date: 02/04/2020

Valid From: 12/01/2016 To: 11/30/2020

Supplier Name:

MICHELIN NORTH AMERICA INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	142.00	USD 1 EA			
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid)	123.00	USD 1 EA			
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid)	119.31	USD 1 EA			
	Field Changed: PRICE					
	Old Value: 123.00					
	New Value: 119.31					

22	Tire BFGoodrich LT245/75R17 121/118 Q E	0.000	Each	137.74	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	123.00	USD 1 EA			
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid)	142.00	USD 1 EA			
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid)	137.74	USD 1 EA			
	Field Changed: PRICE					
	Old Value: 142.00					
	New Value: 137.74					

23	Tire BFGoodrich LT245/75R16 120/116 R E	0.000	Each	119.00	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	142.00	USD 1 EA			
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	119.00	USD 1 EA			

24	Tire BFGoodrich LT225/75R16 115/112 R E	0.000	Each	119.31	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	119.00	USD 1 EA			
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid)	123.00	USD 1 EA			
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid)	119.31	USD 1 EA			
	Field Changed: PRICE					
	Old Value: 123.00					
	New Value: 119.31					

Information:

**FULLY EXECUTED - CHANGE 3**

Contract Number: 4400015996

Original Contract Effective Date: 10/19/2016

Contract Change Date: 02/04/2020

Valid From: 12/01/2016 To: 11/30/2020

Supplier Name:

MICHELIN NORTH AMERICA INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
25	Tire BFGoodrich 235/75R17 109 T SL	0.000	Each	203.70	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid) 123.00 USD	1	EA			
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid) 115.00 USD	1	EA			
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid) 203.70 USD	1	EA			
	Field Changed: PRICE					
	Old Value: 115.00					
	New Value: 203.70					
26	Tire Uniroyal 265/70R17 115 T SL	0.000	Each	145.50	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid) 115.00 USD	1	EA			
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid) 150.00 USD	1	EA			
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid) 145.50 USD	1	EA			
	Field Changed: PRICE					
	Old Value: 150.00					
	New Value: 145.50					
27	Tire BFGoodrich P245/70R17 108 S S2	0.000	Each	111.11	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid) 150.00 USD	1	EA			
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid) 114.55 USD	1	EA			
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid) 111.11 USD	1	EA			
	Field Changed: PRICE					
	Old Value: 114.55					
	New Value: 111.11					
28	Tire BFGoodrich LT225/75R16 Drive	0.000	Each	144.83	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid) 114.55 USD	1	EA			
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid) 149.31 USD	1	EA			

Information:

**FULLY EXECUTED - CHANGE 3**

Contract Number: 4400015996

Original Contract Effective Date: 10/19/2016

Contract Change Date: 02/04/2020

Valid From: 12/01/2016 To: 11/30/2020

Supplier Name:

MICHELIN NORTH AMERICA INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid)	144.83	USD	1	EA	
	Field Changed: PRICE					
	Old Value:	149.31				
	New Value:	144.83				
29	Tire Uniroyal 225/70R195 Drive	0.000	Each	203.70	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	149.31	USD	1	EA	
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid)	210.00	USD	1	EA	
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid)	203.70	USD	1	EA	
	Field Changed: PRICE					
	Old Value:	210.00				
	New Value:	203.70				
30	Tire Uniroyal 225/70R195 Steer	0.000	Each	179.45	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	210.00	USD	1	EA	
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid)	185.00	USD	1	EA	
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid)	179.45	USD	1	EA	
	Field Changed: PRICE					
	Old Value:	185.00				
	New Value:	179.45				
31	Tire Uniroyal 225/70R195 Steer	0.000	Each	179.45	1	0.00
	<i>Valid from 08/16/2016 to 02/03/2020</i>					
	Price(Contract/Bid)	185.00	USD	1	EA	
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid)	179.45	USD	1	EA	
	Field Changed: PRICE					
	Old Value:	185.00				
	New Value:	179.45				
32	Tire Uniroyal 225/70R195 Drive	0.000	Each	203.70	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	185.00	USD	1	EA	

Information:



FULLY EXECUTED - CHANGE 3

Contract Number: 4400015996

Original Contract Effective Date: 10/19/2016

Contract Change Date: 02/04/2020

Valid From: 12/01/2016 To: 11/30/2020

Supplier Name:

MICHELIN NORTH AMERICA INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid)	210.00	USD 1 EA			
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid)	203.70	USD 1 EA			
Field Changed: PRICE						
Old Value: 210.00						
New Value: 203.70						

33	Tire Uniroyal 225/70R19.5 High Scrup All	0.000	Each	179.45	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	210.00	USD 1 EA			
	<i>Valid from 08/30/2016 to 02/03/2020</i>					
	Price(Contract/Bid)	185.00	USD 1 EA			
	<i>Valid from 02/04/2020 to 12/31/9999</i>					
	Price(Contract/Bid)	179.45	USD 1 EA			
Item Text						
Tire Uniroyal 225/70R19.5 High Scrup All Position.						
Field Changed: PRICE						
Old Value: 185.00						
New Value: 179.45						

34	Tires Non-Core	0.000		0.00	1	0.00

35	Mount Balance Valve Stem Tire Disposal	0.000		0.00	1	0.00

General Requirements for all Items:

Header Text

This contract is from IFB # 6100038116 and incorporates all terms and conditions of this IFB

Contact Information:

Ralph Constance
Commodity Specialist
555 Walnut St., 6th Floor
Harrisburg, PA 17101-1914
717.703.2931
rconstance@pa.gov

No further information for this Contract

Information:



FULLY EXECUTED - CHANGE 2

Contract Number: 4400015996

Original Contract Effective Date: 10/19/2016

Contract Change Date: 06/12/2019

Valid From: 12/01/2016 To: 11/30/2020

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

Purchasing Agent

Name: Constance Ralph

Phone: 717-703-2931

Fax: 717-783-6241

Your SAP Vendor Number with us: 101759

Supplier Name/Address:

MICHELIN NORTH AMERICA INC

P.O. Box 19001

GREENVILLE SC 29602-9001 US

Please Deliver To:

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

Supplier Phone Number: 864-313-5120

Supplier Fax Number: 864-458-5119

Contract Name:

Tires, Auto, Truck, OTR & Farm MICHELIN

Payment Terms

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

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

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
3	Tire BFGoodrich LT245/75R16 120 Q E	0.000	Each	119.00	1	0.00

*** Validity Period Changed ***						
4	Tire BFGoodrich LT245/75R16 120/116 R E	0.000	Each	119.00	1	0.00

*** Validity Period Changed ***						
5	Tire BFGoodrich LT245/75R17 121 S E	0.000	Each	142.00	1	0.00

*** Validity Period Changed ***						
6	Tire BFGoodrich LT245/75R16 120 S E	0.000	Each	119.00	1	0.00

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____

**FULLY EXECUTED - CHANGE 2**

Contract Number: 4400015996

Original Contract Effective Date: 10/19/2016

Contract Change Date: 06/12/2019

Valid From: 12/01/2016 To: 11/30/2020

Supplier Name:

MICHELIN NORTH AMERICA INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
7	Tire BFGoodrich LT225/75R16 115/112 Q E	0.000	Each	123.00	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid) 119.00 USD	1	EA			
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid) 123.00 USD	1	EA			

*** Validity Period Changed ***						
8	Tire Michelin LT265/70R17 121/118 Q E	0.000	Each	153.00	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid) 123.00 USD	1	EA			
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid) 153.00 USD	1	EA			

*** Validity Period Changed ***						
9	Tire BFGoodrich P235/75R15 105 S S2	0.000	Each	86.90	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid) 153.00 USD	1	EA			
	<i>Valid from 08/30/2016 to 01/05/2017</i>					
	Price(Contract/Bid) 93.22 USD	1	EA			
	<i>Valid from 01/06/2017 to 12/31/9999</i>					
	Price(Contract/Bid) 86.90 USD	1	EA			

*** Validity Period Changed ***						
10	Tire BFGoodrich LT225/75R16 115 R E	0.000	Each	123.00	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid) 93.22 USD	1	EA			
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid) 123.00 USD	1	EA			

*** Validity Period Changed ***						
11	Tire BFGoodrich P235/70R16 104 S S2	0.000	Each	93.22	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid) 123.00 USD	1	EA			
	<i>Valid from 08/30/2016 to 01/05/2017</i>					
	Price(Contract/Bid) 97.17 USD	1	EA			

Information:

**FULLY EXECUTED - CHANGE 2**

Contract Number: 4400015996

Original Contract Effective Date: 10/19/2016

Contract Change Date: 06/12/2019

Valid From: 12/01/2016 To: 11/30/2020

Supplier Name:

MICHELIN NORTH AMERICA INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	<i>Valid from 01/06/2017 to 12/31/9999</i>					
	Price(Contract/Bid)	93.22 USD	1 EA			

	*** Validity Period Changed ***					
12	Tire BFGoodrich LT235/85R16 120 Q E	0.000	Each	121.66	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	97.17 USD	1 EA			
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	121.66 USD	1 EA			

	*** Validity Period Changed ***					
13	Tire BFGoodrich P235/75R16 109 S XL	0.000	Each	115.00	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	121.66 USD	1 EA			
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	115.00 USD	1 EA			

	*** Validity Period Changed ***					
14	Tire BFGoodrich LT235/85R16 120/116 R E	0.000	Each	121.66	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	115.00 USD	1 EA			
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	121.66 USD	1 EA			

	*** Validity Period Changed ***					
15	Tire BFGoodrich LT235/85R16 120 R E	0.000	Each	121.66	1	0.00

	*** Validity Period Changed ***					
16	Tire Michelin LT265/70R17 121 S E	0.000	Each	153.00	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	121.66 USD	1 EA			
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	153.00 USD	1 EA			

	*** Validity Period Changed ***					
17	Tire BFGoodrich P265/70R17 113 R S2	0.000	Each	112.97	1	0.00

Information:

**FULLY EXECUTED - CHANGE 2**

Contract Number: 4400015996

Original Contract Effective Date: 10/19/2016

Contract Change Date: 06/12/2019

Valid From: 12/01/2016 To: 11/30/2020

Supplier Name:

MICHELIN NORTH AMERICA INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	153.00 USD	1 EA			
	<i>Valid from 08/30/2016 to 01/05/2017</i>					
	Price(Contract/Bid)	123.00 USD	1 EA			
	<i>Valid from 01/06/2017 to 12/31/9999</i>					
	Price(Contract/Bid)	112.97 USD	1 EA			

	*** Validity Period Changed ***					
18	Tire BFGoodrich LT245/75/16 120 S E	0.000	Each	119.00	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	123.00 USD	1 EA			
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	119.00 USD	1 EA			

	*** Validity Period Changed ***					
19	Tire Michelin LT265/70R17 121/118 S E	0.000	Each	153.00	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	119.00 USD	1 EA			
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	153.00 USD	1 EA			

	*** Validity Period Changed ***					
20	Tire BFGoodrich LT245/75R17 121/118 R E	0.000	Each	142.00	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	153.00 USD	1 EA			
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	142.00 USD	1 EA			

	*** Validity Period Changed ***					
21	Tire BFGoodrich LT225/75R16 115 Q E	0.000	Each	123.00	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	142.00 USD	1 EA			
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	123.00 USD	1 EA			

	*** Validity Period Changed ***					

Information:

**FULLY EXECUTED - CHANGE 2**

Contract Number: 4400015996

Original Contract Effective Date: 10/19/2016

Contract Change Date: 06/12/2019

Valid From: 12/01/2016 To: 11/30/2020

Supplier Name:

MICHELIN NORTH AMERICA INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
22	Tire BFGoodrich LT245/75R17 121/118 Q E	0.000	Each	142.00	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	123.00	USD	1	EA	
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	142.00	USD	1	EA	

*** Validity Period Changed ***						
23	Tire BFGoodrich LT245/75R16 120/116 R E	0.000	Each	119.00	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	142.00	USD	1	EA	
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	119.00	USD	1	EA	

*** Validity Period Changed ***						
24	Tire BFGoodrich LT225/75R16 115/112 R E	0.000	Each	123.00	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	119.00	USD	1	EA	
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	123.00	USD	1	EA	

*** Validity Period Changed ***						
25	Tire BFGoodrich 235/75R17 109 T SL	0.000	Each	115.00	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	123.00	USD	1	EA	
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	115.00	USD	1	EA	

*** Validity Period Changed ***						
26	Tire Uniroyal 265/70R17 115 T SL	0.000	Each	150.00	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	115.00	USD	1	EA	
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	150.00	USD	1	EA	

*** Validity Period Changed ***						

Information:

**FULLY EXECUTED - CHANGE 2**

Contract Number: 4400015996

Original Contract Effective Date: 10/19/2016

Contract Change Date: 06/12/2019

Valid From: 12/01/2016 To: 11/30/2020

Supplier Name:

MICHELIN NORTH AMERICA INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
27	Tire BFGoodrich P245/70R17 108 S S2 <i>Valid from 08/16/2016 to 08/29/2016</i> Price(Contract/Bid) 150.00 USD 1 EA <i>Valid from 08/30/2016 to 12/31/9999</i> Price(Contract/Bid) 114.55 USD 1 EA	0.000	Each	114.55	1	0.00
----- *** Validity Period Changed ***						
28	Tire BFGoodrich LT225/75R16 Drive <i>Valid from 08/16/2016 to 08/29/2016</i> Price(Contract/Bid) 114.55 USD 1 EA <i>Valid from 08/30/2016 to 12/31/9999</i> Price(Contract/Bid) 149.31 USD 1 EA	0.000	Each	149.31	1	0.00
----- *** Validity Period Changed ***						
29	Tire Uniroyal 225/70R195 Drive <i>Valid from 08/16/2016 to 08/29/2016</i> Price(Contract/Bid) 149.31 USD 1 EA <i>Valid from 08/30/2016 to 12/31/9999</i> Price(Contract/Bid) 210.00 USD 1 EA	0.000	Each	210.00	1	0.00
----- *** Validity Period Changed ***						
30	Tire Uniroyal 225/70R195 Steer <i>Valid from 08/16/2016 to 08/29/2016</i> Price(Contract/Bid) 210.00 USD 1 EA <i>Valid from 08/30/2016 to 12/31/9999</i> Price(Contract/Bid) 185.00 USD 1 EA	0.000	Each	185.00	1	0.00
----- *** Validity Period Changed ***						
31	Tire Uniroyal 225/70R195 Steer	0.000	Each	185.00	1	0.00
----- *** Validity Period Changed ***						
32	Tire Uniroyal 225/70R195 Drive <i>Valid from 08/16/2016 to 08/29/2016</i> Price(Contract/Bid) 185.00 USD 1 EA <i>Valid from 08/30/2016 to 12/31/9999</i> Price(Contract/Bid) 210.00 USD 1 EA	0.000	Each	210.00	1	0.00

Information:



FULLY EXECUTED - CHANGE 2
Contract Number: 4400015996
Original Contract Effective Date: 10/19/2016
Contract Change Date: 06/12/2019
Valid From: 12/01/2016 To: 11/30/2020

Supplier Name:
MICHELIN NORTH AMERICA INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
33	Tire Uniroyal 225/70R19.5 High Scrup All	0.000	Each	185.00	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	210.00	USD	1	EA	
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	185.00	USD	1	EA	
Item Text						
Tire Uniroyal 225/70R19.5 High Scrup All Position.						

*** Validity Period Changed ***						
34	Tires Non-Core	0.000		0.00	1	0.00

*** Validity Period Changed ***						
35	Mount Balance Valve Stem Tire Disposal	0.000		0.00	1	0.00

General Requirements for all Items:

Header Text

This contract is from IFB # 6100038116 and incorporates all terms and conditions of this IFB

Contact Information:

Ralph Constance
Commodity Specialist
555 Walnut St., 6th Floor
Harrisburg, PA 17101-1914
717.703.2931
rconstance@pa.gov

No further information for this Contract

Information:



FULLY EXECUTED - CHANGE 1

Contract Number: 4400015996

Original Contract Effective Date: 10/19/2016

Contract Change Date: 07/19/2018

Valid From: 12/01/2016 To: 11/30/2019

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

Purchasing Agent

Name: Constance Ralph

Phone: 717-703-2931

Fax: 717-783-6241

Your SAP Vendor Number with us: 101759

Supplier Name/Address:

MICHELIN NORTH AMERICA INC

P.O. Box 19001

GREENVILLE SC 29602-9001 US

Please Deliver To:

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

Supplier Phone Number: 864-313-5120

Supplier Fax Number: 864-458-5119

Contract Name:

Tires, Auto, Truck, OTR & Farm MICHELIN

Payment Terms

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

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

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
3	Tire BFGoodrich LT245/75R16 120 Q E	0.000	Each	119.00	1	0.00

*** Validity Period Changed ***						
4	Tire BFGoodrich LT245/75R16 120/116 R E	0.000	Each	119.00	1	0.00

*** Validity Period Changed ***						
5	Tire BFGoodrich LT245/75R17 121 S E	0.000	Each	142.00	1	0.00

*** Validity Period Changed ***						
6	Tire BFGoodrich LT245/75R16 120 S E	0.000	Each	119.00	1	0.00

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____

**FULLY EXECUTED - CHANGE 1**

Contract Number: 4400015996

Original Contract Effective Date: 10/19/2016

Contract Change Date: 07/19/2018

Valid From: 12/01/2016 To: 11/30/2019

Supplier Name:

MICHELIN NORTH AMERICA INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
7	Tire BFGoodrich LT225/75R16 115/112 Q E	0.000	Each	123.00	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	119.00	USD	1	EA	
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	123.00	USD	1	EA	

*** Validity Period Changed ***						
8	Tire Michelin LT265/70R17 121/118 Q E	0.000	Each	153.00	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	123.00	USD	1	EA	
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	153.00	USD	1	EA	

*** Validity Period Changed ***						
9	Tire BFGoodrich P235/75R15 105 S S2	0.000	Each	86.90	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	153.00	USD	1	EA	
	<i>Valid from 08/30/2016 to 01/05/2017</i>					
	Price(Contract/Bid)	93.22	USD	1	EA	
	<i>Valid from 01/06/2017 to 12/31/9999</i>					
	Price(Contract/Bid)	86.90	USD	1	EA	

*** Validity Period Changed ***						
10	Tire BFGoodrich LT225/75R16 115 R E	0.000	Each	123.00	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	93.22	USD	1	EA	
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	123.00	USD	1	EA	

*** Validity Period Changed ***						
11	Tire BFGoodrich P235/70R16 104 S S2	0.000	Each	93.22	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	123.00	USD	1	EA	
	<i>Valid from 08/30/2016 to 01/05/2017</i>					
	Price(Contract/Bid)	97.17	USD	1	EA	

Information:

**FULLY EXECUTED - CHANGE 1**

Contract Number: 4400015996

Original Contract Effective Date: 10/19/2016

Contract Change Date: 07/19/2018

Valid From: 12/01/2016 To: 11/30/2019

Supplier Name:

MICHELIN NORTH AMERICA INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	<i>Valid from 01/06/2017 to 12/31/9999</i>					
	Price(Contract/Bid)	93.22 USD	1 EA			

	*** Validity Period Changed ***					
12	Tire BFGoodrich LT235/85R16 120 Q E	0.000	Each	121.66	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	97.17 USD	1 EA			
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	121.66 USD	1 EA			

	*** Validity Period Changed ***					
13	Tire BFGoodrich P235/75R16 109 S XL	0.000	Each	115.00	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	121.66 USD	1 EA			
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	115.00 USD	1 EA			

	*** Validity Period Changed ***					
14	Tire BFGoodrich LT235/85R16 120/116 R E	0.000	Each	121.66	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	115.00 USD	1 EA			
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	121.66 USD	1 EA			

	*** Validity Period Changed ***					
15	Tire BFGoodrich LT235/85R16 120 R E	0.000	Each	121.66	1	0.00

	*** Validity Period Changed ***					
16	Tire Michelin LT265/70R17 121 S E	0.000	Each	153.00	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	121.66 USD	1 EA			
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	153.00 USD	1 EA			

	*** Validity Period Changed ***					
17	Tire BFGoodrich P265/70R17 113 R S2	0.000	Each	112.97	1	0.00

Information:

**FULLY EXECUTED - CHANGE 1**

Contract Number: 4400015996

Original Contract Effective Date: 10/19/2016

Contract Change Date: 07/19/2018

Valid From: 12/01/2016 To: 11/30/2019

Supplier Name:

MICHELIN NORTH AMERICA INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	153.00	USD 1 EA			
	<i>Valid from 08/30/2016 to 01/05/2017</i>					
	Price(Contract/Bid)	123.00	USD 1 EA			
	<i>Valid from 01/06/2017 to 12/31/9999</i>					
	Price(Contract/Bid)	112.97	USD 1 EA			

	*** Validity Period Changed ***					
18	Tire BFGoodrich LT245/75/16 120 S E	0.000	Each	119.00	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	123.00	USD 1 EA			
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	119.00	USD 1 EA			

	*** Validity Period Changed ***					
19	Tire Michelin LT265/70R17 121/118 S E	0.000	Each	153.00	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	119.00	USD 1 EA			
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	153.00	USD 1 EA			

	*** Validity Period Changed ***					
20	Tire BFGoodrich LT245/75R17 121/118 R E	0.000	Each	142.00	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	153.00	USD 1 EA			
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	142.00	USD 1 EA			

	*** Validity Period Changed ***					
21	Tire BFGoodrich LT225/75R16 115 Q E	0.000	Each	123.00	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	142.00	USD 1 EA			
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	123.00	USD 1 EA			

	*** Validity Period Changed ***					

Information:

**FULLY EXECUTED - CHANGE 1**

Contract Number: 4400015996

Original Contract Effective Date: 10/19/2016

Contract Change Date: 07/19/2018

Valid From: 12/01/2016 To: 11/30/2019

Supplier Name:

MICHELIN NORTH AMERICA INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
22	Tire BFGoodrich LT245/75R17 121/118 Q E	0.000	Each	142.00	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	123.00	USD	1	EA	
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	142.00	USD	1	EA	

*** Validity Period Changed ***						
23	Tire BFGoodrich LT245/75R16 120/116 R E	0.000	Each	119.00	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	142.00	USD	1	EA	
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	119.00	USD	1	EA	

*** Validity Period Changed ***						
24	Tire BFGoodrich LT225/75R16 115/112 R E	0.000	Each	123.00	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	119.00	USD	1	EA	
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	123.00	USD	1	EA	

*** Validity Period Changed ***						
25	Tire BFGoodrich 235/75R17 109 T SL	0.000	Each	115.00	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	123.00	USD	1	EA	
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	115.00	USD	1	EA	

*** Validity Period Changed ***						
26	Tire Uniroyal 265/70R17 115 T SL	0.000	Each	150.00	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	115.00	USD	1	EA	
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	150.00	USD	1	EA	

*** Validity Period Changed ***						

Information:

**FULLY EXECUTED - CHANGE 1**

Contract Number: 4400015996

Original Contract Effective Date: 10/19/2016

Contract Change Date: 07/19/2018

Valid From: 12/01/2016 To: 11/30/2019

Supplier Name:

MICHELIN NORTH AMERICA INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
27	Tire BFGoodrich P245/70R17 108 S S2 <i>Valid from 08/16/2016 to 08/29/2016</i> Price(Contract/Bid) 150.00 USD 1 EA <i>Valid from 08/30/2016 to 12/31/9999</i> Price(Contract/Bid) 114.55 USD 1 EA	0.000	Each	114.55	1	0.00
----- *** Validity Period Changed ***						
28	Tire BFGoodrich LT225/75R16 Drive <i>Valid from 08/16/2016 to 08/29/2016</i> Price(Contract/Bid) 114.55 USD 1 EA <i>Valid from 08/30/2016 to 12/31/9999</i> Price(Contract/Bid) 149.31 USD 1 EA	0.000	Each	149.31	1	0.00
----- *** Validity Period Changed ***						
29	Tire Uniroyal 225/70R195 Drive <i>Valid from 08/16/2016 to 08/29/2016</i> Price(Contract/Bid) 149.31 USD 1 EA <i>Valid from 08/30/2016 to 12/31/9999</i> Price(Contract/Bid) 210.00 USD 1 EA	0.000	Each	210.00	1	0.00
----- *** Validity Period Changed ***						
30	Tire Uniroyal 225/70R195 Steer <i>Valid from 08/16/2016 to 08/29/2016</i> Price(Contract/Bid) 210.00 USD 1 EA <i>Valid from 08/30/2016 to 12/31/9999</i> Price(Contract/Bid) 185.00 USD 1 EA	0.000	Each	185.00	1	0.00
----- *** Validity Period Changed ***						
31	Tire Uniroyal 225/70R195 Steer	0.000	Each	185.00	1	0.00
----- *** Validity Period Changed ***						
32	Tire Uniroyal 225/70R195 Drive <i>Valid from 08/16/2016 to 08/29/2016</i> Price(Contract/Bid) 185.00 USD 1 EA <i>Valid from 08/30/2016 to 12/31/9999</i> Price(Contract/Bid) 210.00 USD 1 EA	0.000	Each	210.00	1	0.00

Information:



FULLY EXECUTED - CHANGE 1
Contract Number: 4400015996
Original Contract Effective Date: 10/19/2016
Contract Change Date: 07/19/2018
Valid From: 12/01/2016 To: 11/30/2019

Supplier Name:
MICHELIN NORTH AMERICA INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
33	Tire Uniroyal 225/70R19.5 High Scrup All	0.000	Each	185.00	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	210.00	USD	1	EA	
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	185.00	USD	1	EA	
Item Text						
Tire Uniroyal 225/70R19.5 High Scrup All Position.						

*** Validity Period Changed ***						
34	Tires Non-Core	0.000		0.00	1	0.00

*** Validity Period Changed ***						
35	Mount Balance Valve Stem Tire Disposal	0.000		0.00	1	0.00

General Requirements for all Items:

Header Text

This contract is from IFB # 6100038116 and incorporates all terms and conditions of this IFB

Contact Information:

Ralph Constance
Commodity Specialist
555 Walnut St., 6th Floor
Harrisburg, PA 17101-1914
717.703.2931
rconstance@pa.gov

No further information for this Contract

Information:



FULLY EXECUTED

Contract Number: 4400015996

Original Contract Effective Date: 10/19/2016

Valid From: 12/01/2016 To: 11/30/2018

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

Purchasing Agent

Name: Constance Ralph

Phone: 717-703-2931

Fax: 717-783-6241

Your SAP Vendor Number with us: 101759

Supplier Name/Address:

MICHELIN NORTH AMERICA INC

P.O. Box 19001

GREENVILLE SC 29602-9001 US

Supplier Phone Number: 8644586030

Supplier Fax Number: 864-458-5119

Please Deliver To:

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

Contract Name:

Tires, Auto, Truck, OTR & Farm MICHELIN

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
3	Tire BFGoodrich LT245/75R16 120 Q E	0.000	Each	119.00	1	0.00
4	Tire BFGoodrich LT245/75R16 120/116 R E	0.000	Each	119.00	1	0.00
5	Tire BFGoodrich LT245/75R17 121 S E	0.000	Each	142.00	1	0.00
6	Tire BFGoodrich LT245/75R16 120 S E	0.000	Each	119.00	1	0.00
7	Tire BFGoodrich LT225/75R16 115/112 Q E	0.000	Each	123.00	1	0.00
Valid from 08/16/2016 to 08/29/2016						
Price(Contract/Bid) 119.00 USD 1 EA						

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____

**FULLY EXECUTED**

Contract Number: 4400015996

Original Contract Effective Date: 10/19/2016

Valid From: 12/01/2016 To: 11/30/2018

Supplier Name:

MICHELIN NORTH AMERICA INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	123.00 USD	1 EA			
8	Tire Michelin LT265/70R17 121/118 Q E	0.000	Each	153.00	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	123.00 USD	1 EA			
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	153.00 USD	1 EA			
9	Tire BFGoodrich P235/75R15 105 S S2	0.000	Each	93.22	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	153.00 USD	1 EA			
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	93.22 USD	1 EA			
10	Tire BFGoodrich LT225/75R16 115 R E	0.000	Each	123.00	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	93.22 USD	1 EA			
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	123.00 USD	1 EA			
11	Tire BFGoodrich P235/70R16 104 S S2	0.000	Each	97.17	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	123.00 USD	1 EA			
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	97.17 USD	1 EA			
12	Tire BFGoodrich LT235/85R16 120 Q E	0.000	Each	121.66	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	97.17 USD	1 EA			
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	121.66 USD	1 EA			
13	Tire BFGoodrich P235/75R16 109 S XL	0.000	Each	115.00	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	121.66 USD	1 EA			
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	115.00 USD	1 EA			

Information:

**FULLY EXECUTED**

Contract Number: 4400015996

Original Contract Effective Date: 10/19/2016

Valid From: 12/01/2016 To: 11/30/2018

Supplier Name:

MICHELIN NORTH AMERICA INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
14	Tire BFGoodrich LT235/85R16 120/116 R E	0.000	Each	121.66	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	115.00	USD	1	EA	
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	121.66	USD	1	EA	
15	Tire BFGoodrich LT235/85R16 120 R E	0.000	Each	121.66	1	0.00
16	Tire Michelin LT265/70R17 121 S E	0.000	Each	153.00	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	121.66	USD	1	EA	
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	153.00	USD	1	EA	
17	Tire BFGoodrich P265/70R17 113 R S2	0.000	Each	123.00	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	153.00	USD	1	EA	
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	123.00	USD	1	EA	
18	Tire BFGoodrich LT245/75/16 120 S E	0.000	Each	119.00	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	123.00	USD	1	EA	
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	119.00	USD	1	EA	
19	Tire Michelin LT265/70R17 121/118 S E	0.000	Each	153.00	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	119.00	USD	1	EA	
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	153.00	USD	1	EA	
20	Tire BFGoodrich LT245/75R17 121/118 R E	0.000	Each	142.00	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	153.00	USD	1	EA	

Information:

**FULLY EXECUTED**

Contract Number: 4400015996

Original Contract Effective Date: 10/19/2016

Valid From: 12/01/2016 To: 11/30/2018

Supplier Name:

MICHELIN NORTH AMERICA INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	142.00 USD	1 EA			
21	Tire BFGoodrich LT225/75R16 115 Q E	0.000	Each	123.00	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	142.00 USD	1 EA			
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	123.00 USD	1 EA			
22	Tire BFGoodrich LT245/75R17 121/118 Q E	0.000	Each	142.00	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	123.00 USD	1 EA			
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	142.00 USD	1 EA			
23	Tire BFGoodrich LT245/75R16 120/116 R E	0.000	Each	119.00	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	142.00 USD	1 EA			
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	119.00 USD	1 EA			
24	Tire BFGoodrich LT225/75R16 115/112 R E	0.000	Each	123.00	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	119.00 USD	1 EA			
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	123.00 USD	1 EA			
25	Tire BFGoodrich 235/75R17 109 T SL	0.000	Each	115.00	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	123.00 USD	1 EA			
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	115.00 USD	1 EA			
26	Tire Uniroyal 265/70R17 115 T SL	0.000	Each	150.00	1	0.00

Information:

**FULLY EXECUTED**

Contract Number: 4400015996

Original Contract Effective Date: 10/19/2016

Valid From: 12/01/2016 To: 11/30/2018

Supplier Name:

MICHELIN NORTH AMERICA INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	115.00 USD	1 EA			
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	150.00 USD	1 EA			
27	Tire BFGoodrich P245/70R17 108 S S2	0.000	Each	114.55	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	150.00 USD	1 EA			
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	114.55 USD	1 EA			
28	Tire BFGoodrich LT225/75R16 Drive	0.000	Each	149.31	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	114.55 USD	1 EA			
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	149.31 USD	1 EA			
29	Tire Uniroyal 225/70R195 Drive	0.000	Each	210.00	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	149.31 USD	1 EA			
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	210.00 USD	1 EA			
30	Tire Uniroyal 225/70R195 Steer	0.000	Each	185.00	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	210.00 USD	1 EA			
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	185.00 USD	1 EA			
31	Tire Uniroyal 225/70R195 Steer	0.000	Each	185.00	1	0.00
32	Tire Uniroyal 225/70R195 Drive	0.000	Each	210.00	1	0.00
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	185.00 USD	1 EA			
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	210.00 USD	1 EA			
33	Tire Uniroyal 225/70R19.5 High Scrup All	0.000	Each	185.00	1	0.00

Information:



FULLY EXECUTED
Contract Number: 4400015996
Original Contract Effective Date: 10/19/2016
Valid From: 12/01/2016 To: 11/30/2018

Supplier Name:
MICHELIN NORTH AMERICA INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	<i>Valid from 08/16/2016 to 08/29/2016</i>					
	Price(Contract/Bid)	210.00	USD	1	EA	
	<i>Valid from 08/30/2016 to 12/31/9999</i>					
	Price(Contract/Bid)	185.00	USD	1	EA	
Item Text						
Tire Uniroyal 225/70R19.5 High Scrup All Position.						

34	Tires Non-Core	0.000		0.00	1	0.00

35	Mount Balance Valve Stem Tire Disposal	0.000		0.00	1	0.00

General Requirements for all Items:

Header Text

This contract is from IFB # 6100038116 and incorporates all terms and conditions of this IFB

Contact Information:

Ralph Constance
Commodity Specialist
555 Walnut St., 6th Floor
Harrisburg, PA 17101-1914
717.703.2931
rconstance@pa.gov

No further information for this Contract

Information:

STANDARDIZED SERVICE FEES

	Passenger	Light Truck	Medium Truck	Larger
Mount/Dismount	\$10.00	\$10.00	\$21.00	*PQL
Balance	\$11.00	\$12.00	\$31.00	*PQL
Valve Stem (Rubber)	\$3.50	\$4.00	\$7.25	*PQL
Valve Stem (Metal)	\$4.00	\$4.50	*PQL	*PQL
Tire Disposal Fee	\$5.00	\$5.00	*PQL	*PQL

*PRICE QUOTED LOCALLY

Invitation for Bids
Tires (Auto, Truck, OTR & Farm)
Solicitation No. 6100038116

SPECIFICATIONS

1) CONTRACT SCOPE/OVERVIEW:

This Invitation for Bid (IFB) will cover the requirements of Commonwealth of Pennsylvania executive agencies, independent agencies (“CWOPA agencies”) herein for purchasing **tires** to be installed at internal locations and external authorized dealer locations.

This pricing for this solicitation is divided into three sections:

- a. Group 1 – Non-Core Items (Multiple Award)
- b. Group 2 - Core Items (Best Value Award)
- c. Group 3 - Tire Dismounting/Mounting/Balancing (Multiple Award)

2) SOLICITATION QUESTIONS DEADLINE:

All questions regarding the IFB must be submitted in writing (emails will be accepted) and sent to;

Ralph Constance
Commodity Specialist
555 Walnut St., 6th Floor
Harrisburg, PA 17101-1914
717.703.2931
rconstance@pa.gov

All questions must be received before 4:00 pm on July 22, 2016. Questions received after that date and time will be answered at the discretion of the Commonwealth.

3) CONTRACT REQUIREMENTS:

In order to be selected as a Supplier for this IFB, the **following Minimum Requirements must be met. Bids cannot be conditioned.** Any bid that is conditioned on any minimum requirement will be rejected.

a. **ACCOUNT MANAGER:**

The supplier must designate an account manager that will deal with any issues and problems that may arise and give CWOPA a toll free number to contact the account manager.

b. **REQUIRED ATTACHMENTS:**

In order to be responsive, bidders must complete and attach to their bid the following documents;

- 1) Attachment A – Group 1 – Non-Core Item Multiple Award Bid Sheet
- 2) Attachment B – Group 2 – Core Item Best Value Bid Sheet
- 3) Attachment C – Tire Standardized Service Fees Sheet
- 4) Attachment D - Reciprocal Limitations Act Requirements

- 5) Attachment E - COSTARS Intent to Participate
- 6) Current published Government Price List
- 7) Authorized Dealers/Approved Distributors List

These documents must be completed and electronically attached to the bid. Failure to include these documents with the bid may result in the bid being rejected.

c. **POST AWARD ADMINISTRATION:**

The Contractors performance shall be monitored and evaluated in accordance with the requirements outlined in the Contract and the Agencies' requests for quotes. At a minimum, the Contractors' performance shall be evaluated on an annual basis. Contractors may be required to attend Contract Performance Review meetings. These meetings will be for the purpose of providing Contractor performance reviews, discussion of issues either party may have concerning the Contract or the evaluate the overall progress of the Contract. The meetings will be held quarterly, semi-annually or annually at the discretion of the Department of General Services, or upon special request of the using agencies..

d. **GOVERNMENT PRICE LIST:**

Bidders must submit their current published government price list in effect at the time of the bid opening, a copy of which is to be attached to the bidder's bid. **This price list must not be modified in any way. Failure to include the price list with the bidder's bid may be cause for rejection of the bid.**

Suppliers are required, at no additional cost to CWOPA to provide a copy of the manufacturer's current published government price list to all agencies within ten (10) days of a request.

Suppliers must inform CWOPA whenever there is a product code change, discontinuation, or addition of a tire to a category within two weeks of such change.

e. **MINIMUM ORDER:**

There is be no minimum order value for this Contract.

f. **ORDER PROCESS:**

All authorized dealers/approved distributors must have the ability to accept orders manually (over the phone), electronically (over e-mail and fax), with POs, with a credit card and through walk-ins. Authorized dealers/approved distributors must acknowledge receipt of all orders by 5 P.M. the next business day to the agency contact person making the inquiry.

When ordering with a PO, the order must be sent directly to the manufacturer. Otherwise, orders will be placed directly with authorized dealers/approved distributors on contract for delivery to agency locations.

g. **GEOGRAPHIC COVERAGE:**

The awarded bidder must provide tires to all counties within CWOPA and all members of the COSTARS Program.

The awarded bidder shall have adequate authorized dealers (including franchised dealers and company owned stores) throughout CWOPA from which tires may be ordered and delivered to CWOPA. **Bidders must submit with their bid a list of authorized dealers/approved distributors including shop name, phone number, SAP vendor number, address, city, state and zip code.**

Authorized Dealers: Commonwealth vehicles are serviced and repaired by approved auto service facilities. Authorized dealers are encouraged to pursue becoming an approved auto service facility. This will enable authorized dealers to provide service and repair in addition to tires.

h. **DELIVERY:**

All tires ordered from this contract shall be delivered within a reasonable time, not to exceed ten (10) calendar days after receipt of order, unless otherwise requested by the agency. If it is not possible to deliver within the time period requested by the ordering agency the authorized dealer must notify the ordering agency and mutually agree to either extend the delivery period or allow the agency to cancel the order.

Deliveries must be made during regular working hours and signed for by an agency representative.

Contract pricing shall be F.O.B. destination, which shall include all shipping, handling and delivery charges. Any reference which may appear on any price list and/or catalog to any other items and conditions, such as F.O.B. Shipping Point, prices subject to change, will not be part of any contract with the successful bidder and will be disregarded by CWOPA.

i. **EMERGENCY ORDERS DELIVERY:**

All emergency tire orders shall be delivered or picked up by the agency in four (4) hours after receipt of order provided the tires are in stock. If the tires are not available the authorized dealer must notify the ordering agency.

An emergency shall be defined as “A serious situation or occurrence that happens unexpectedly and demands immediate action.” Poor planning shall not be considered an emergency.

Although the ordering agency may proceed with an emergency order without prior approval by the CWOPA Department of General Services Bureau of Procurement, all emergency orders will require a post-purchase justification documenting the emergency for CWOPA Department of General Services Bureau of Procurement contract audit purposes.

j. **BACKORDERS:**

CWOPA’s ordering agency point of contact must be notified if an item is placed on backorder and the length of the wait time. This notification by the authorized dealers/approved distributors must take place at the time of order confirmation to the contact person listed on the purchase order.

CWOPA will be able to purchase from multiple award suppliers if the items cannot be obtained within a reasonable time from the ‘Primary’ supplier.

k. **ELECTRONIC USAGE REPORTS:**

The bidders must provide electronic usage reports in Excel to CWOPA DGS – Bureau of Procurement contract administrator on a quarterly schedule via email. The reports must include at least the following fields: manufacturer part number, product category, size, quantity ordered, catalog unit price, Contract discount, Contract unit price paid, total purchase price, and PO or P-card purchase. CWOPA would also like Purchase Order numbers, purchasing agency, date ordered, and if the order was an emergency order. A separate electronic usage report is required for CWOPA, COSTARS transactions and a combined report for total contract usage.

THE CONTRACTORS WILL PROVIDE THE REPORTS PROMPTLY WITHIN THIRTY (30) DAYS FOLLOWING THE END OF EACH QUARTER. FAILURE TO DO SO MAY RESULT IN BREACH OF CONTRACT AND MAY BE CAUSE FOR CANCELLATION OF CONTRACT FOR DEFAULT.

Quarterly reports are to be sent to the following via email: **Ralph Constance** (rconstance@pa.gov) and **Joslyn Thomas** (joslthomas@pa.gov)

1. **EXCHANGE:**

In the event CWOPA should have tires in inventory that are overstocks or obsolete, they shall have the privilege of exchanging these for the same brand of a different size and/or type provided the merchandise is in unused and first class reusable condition. CWOPA expects to pay no more than a 10% restocking fee and reserves the right to choose a refund via check or credit.

m. **AUTHORIZED DEALERS LIST:**

Bidders must submit with their bid a list of authorized dealers/approved distributors, including, shop name, phone number, SAP vendor number, address, city, state, and zip code where Purchase Orders can be sent.

The Contractor may, at its own option, require its authorized dealers to enter into a Dealer Agreement prior to providing tires and services related to the purchase of tires (mounting tires, rotating tires, etc.). Any such Dealer Agreement shall be between the Contractor and the authorized dealer and shall be in accordance with the Contract. The Commonwealth will not be a party nor a signatory to any such Agreements.

4) **GROUP 1 – NON-CORE ITEMS (MULTIPLE AWARD)**

a. **GENERAL INFORMATION:**

In this section of the IFB, an award will be made to all responsive and responsible Original Equipment Manufacturers (OEM) bidders for each category. Pricing for this Lot shall be provided on Attachment A (Group 1 – Non-Core Item Multiple Award Bid Sheet).

Bidders must provide a single discount off the manufacturer’s most current published government list price catalog for all or any of the categories. This discount will not apply to any of the core items listed in the Best Price portion of this bid unless the discount in the Multiple Award section is more than the discount in the Best Price section.

Within Group 1, CWOPA is soliciting proposals for ten (10) categories of Tires:

- 1) Passenger

- 2) Police Pursuit
- 3) Light Truck Radial
- 4) Light Truck Bias (Non-core items)
- 5) Commercial Light Truck
- 6) Commercial Medium Truck
- 7) Off the Road Radial
- 8) Off the Road Bias
- 9) Farm
- 10) Specialty/Industrial (Non-core items)

b. PRICE ADJUSTMENT CLAUSE:

A price adjustment for the third contract year and subsequent renewal years will be adjusted at the discretion of CWOPA. CWOPA reserves the right to negotiate price adjustments requested for renewal years.

Discounts shall remain in effect for the term of the contract. A new manufactures' government price list may be submitted at the time of each renewal. The new Price List must be submitted with the signed renewal letter sent out prior to each renewal. Once the renewal takes effect the price list cannot be changed until the next renewal.

5) GROUP 2 - CORE ITEMS (BEST VALUE AWARD)

a. GENERAL INFORMATION:

To be eligible to bid on each or any of the lots within this group, Bidders will have to bid on the matching category or categories in the Group 1 – Non-Core Items (Multiple Award) utilizing Attachment A.

Group 2 contains the most frequently ordered tires, organized into five (5) lots. These tires are considered the core items for this portion of the bid. Each lot is addressed in a separate tab within Attachment B (Group 2 –Core Item Best Value Bid Sheet). An award will be made on a Best Price, Lowest Responsible and Responsive bidder determination for each lot. The awarded bidder will be “The Primary Vendor” for that lot or lots.

Suppliers are required to supply prices for all items in a lot to be eligible to be the “The Primary Vendor” for that lot. A bidder may submit a proposal for one or more lots.

Bidders may quote only tires that are of current production, of the latest design/construction and be equivalent to tires currently being produced and used as original equipment by the vehicle manufacturers. Bidders must provide CWOPA a net delivered price for each specification in the Core List Items.

Under emergency circumstances tires can be purchased, for installation externally, from a supplier not on contract. The supplier must offer contract tires at the same price or less than contract price.

Purchases from suppliers that are not the “The Primary Vendor” must be approved by CWOPA based on justification that the item(s) are not available from the “The Primary Vendor”.

The information requested in this section shall constitute the bidder's Core Items Submittal and must be clearly identified as Attachment B (Group 2 –Core Item Best Value Bid Sheet).

b. PRICE ADJUSTMENT CLAUSE:

Bid prices submitted will be firm for the first and second contract year. A price adjustment for the third contract year and subsequent renewal years will be adjust at the discretion of the CWOPA. CWOPA reserves the right to negotiate price adjustments requested for renewal years.

The awarded supplier must be willing to work with CWOPA to add, remove, or substitute products to our core item list throughout the length of the contract. If a tire that the Primary supplier proposed in their market basket is discontinued during the contract period the Primary supplier is required to replace the discontinued tire with a tire that has equivalent or better specifications and quality. Price for the replacement tire can be no greater than the single discount off the manufacturer's most current published government list price catalog as submitted with the bid for that category.

CWOPA reserves the right to negotiate prices with the "Primary" Supplier for new tires added to the Core List of items based on anticipated purchase volume.

Suppliers must complete manufacturer product ID's, Tire Brand, Net Delivered Government List Price and Net Delivered CWOPA Pricing (Each) for each specification. Please see the 'Instructions' tab within Attachment B for further explanation.

6) GROUP 3 - TIRE DISMOUNTING/MOUNTING/BALANCING (MULTIPLE AWARD):

In this section of the IFB, an award will be made to all responsive and responsible Original Equipment Manufacturers (OEM) bidders that receive an award for the other two parts of this IFB.

Tire Standardized Service Fees list suppliers shall, when required, provide automotive tire mounting and balancing for an additional charge, not to exceed the maximum fee allowed under the "Tire Standardized Service Fees" listed in this contract.

The Commonwealth of Pennsylvania is exempt from payment of the \$1.00 per tire fee imposed on the sale of new tires for highway use (74 Pa. C.S.A. §1314 (c)).

Invitation for Bids
Tires (Auto, Truck, OTR & Farm)
Solicitation No. 6100038116
Terms and Conditions

PART I - GENERAL INFORMATION

I.1 Purpose

The Commonwealth of Pennsylvania (Commonwealth), Department of General Services (DGS), is issuing this Invitation for Bids (IFB) to meet the needs of Commonwealth Agencies to satisfy a need for Tires (Auto, Truck, OTR & Farm).

I.2 Type of Contract

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

I.3 No Pre-bid Conference

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 Questions

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 Addenda to the IFB

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 <http://www.emarketplace.state.pa.us>. It is the Bidder's responsibility to periodically check the website for any new information or addenda to the IFB.

I.6 Submission of Bids – Electronic Submittal

- 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 Bid Protest Procedure

- 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 Electronic Version of this IFB

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 COSTARS Program

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

- a. Only those entities registered with DGS are authorized to participate as COSTARS Members in this Contract. A COSTARS Member may be either a local public procurement unit or a state-affiliated entity.
 - 1) A “local public procurement unit” is:
 - Any political subdivision (local government unit), such as a municipality, school district, or commission;
 - Any public authority (including authorities formed under the Municipality Authorities Act of 1955 or other authorizing legislation, such as the Public Transportation Law or the Aviation Code);
 - Any tax-exempt, nonprofit educational institution or organization;
 - Any tax-exempt, nonprofit public health institution or organization;
 - Any nonprofit fire, rescue, or ambulance company; and
 - Any other entity that spends public funds for the procurement of supplies, services, and construction (such as a council of governments, an area government, or an organization that receives public grant funds).
 - 2) A state-affiliated entity is a Commonwealth authority or other Commonwealth entity that is not a Commonwealth agency. The term includes:
 - The Pennsylvania Turnpike Commission;
 - The Pennsylvania Housing Finance Agency;
 - The Pennsylvania Municipal Retirement System;
 - The Pennsylvania Infrastructure Investment Authority;
 - The State Public School Building Authority;
 - The Pennsylvania Higher Education Facilities Authority, and
 - The State System of Higher Education.

The term does not include any court or other officer or agency of the unified judicial system, the General Assembly and its officers and agencies, any State-related institution,

or any Commonwealth executive or independent agencies, boards, or commissions not listed above. Statewide "row" offices, including the Auditor General, Attorney General, and State Treasurer **are not** State-affiliated entities under the Procurement Code.

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

- 3) A complete list of local public procurement units and state-affiliated entities that have registered with DGS and that are authorized to procure items from the Contract can be found at: <http://www.dgsweb.state.pa.us/COSTARSReg/Member.aspx>
- b. COSTARS Members have the option to purchase from this Contract, from any DGS contract established exclusively for COSTARS Members in accordance with the requirements of Section 1902, from any other cooperative procurement contracts, or from their own procurement contracts established in accordance with the applicable laws governing such procurements. The Contractor understands and acknowledges that there is no guarantee that a COSTARS Member will place an order under this Contract, and that the decision to procure from this Contract is within the sole discretion of each COSTARS Member.
- c. DGS is acting as a facilitator for COSTARS Members who may wish to purchase under this Contract. COSTARS Members that participate in this Contract and issue purchase orders ("POs") to Contractors are third party beneficiaries who have the right to sue and be sued for breach of this Contract without joining the Commonwealth or DGS as a party. The Commonwealth will not intervene in any action between a Contractor and a COSTARS Member unless substantial interests of the Commonwealth are involved.
- d. COSTARS Members electing to participate in this Contract will order items directly from the Contractor and be responsible for payment directly to the Contractor.
- e. Those Contractors electing to permit COSTARS Members to procure from this Contract shall pay the Required Administrative Fee applicable to the Contractor's classification:

Contractor Classification	Required Administrative Fee
Department of General Services Self-Certified Small Business Bidder	\$500
All Other Bidders	\$1,500

- i. Each bidder electing to permit COSTARS Members to participate in the Contract must submit the COSTARS Program Election to Participate form with its bid submittal and pay the applicable Administrative Fee upon Contract award in order to sell the awarded items/services to COSTARS Members. If the bidder is a Department of General Services Self-Certified Small Business, a copy of its active Small Business Procurement Initiative (SBPI) certificate must be included with the bid submittal.
- ii. At the beginning of each Contract year and upon any Contract renewal, the Contractor shall submit a check for the required amount, payable to "Commonwealth of PA". The Contractor

must pay the Administrative Fee at each contract renewal date to continue to sell the awarded items/services to COSTARS Members. If the bidder is a Department of General Services Self-Certified Small Business, a copy of its active SBPI certificate must be included with the Administrative Fee for each contract year and upon each renewal.

- f. DGS has registered the COSTARS name and logo (together, the “COSTARS Brand”) as a trademark with the Pennsylvania Department of State. Therefore, the Contractor may use the COSTARS Brand only as permitted under in this Subsection.
 - i. The Contractor shall pay the Administrative Fee covering its participation in the program, including without limitation any use of the COSTARS Brand, for each year of the Contract period. The fee is payable upon Contract award and prior to the renewal date for each succeeding Contract period.
 - ii. DGS grants the Contractor a nonexclusive license to use the COSTARS Brand, subject to the following conditions:
 - (a) The Contractor agrees not to transfer to any third party, including without limitation any of its subcontractors or suppliers, any privileges it may have to use the COSTARS Brand under this Contract.
 - (b) The Contractor agrees not to use the COSTARS Brand to represent or imply any Commonwealth endorsement or approval of its products or services.
 - (c) The Contractor is permitted to use the COSTARS Brand in broadcast, or Internet media solely in connection with this Contract and any other Contract with the Commonwealth under which it has agreed to make sales to COSTARS Purchasers. The Contractor may use the COSTARS Brand on business cards, brochures, and other print publications so long as the purpose is to identify the Contractor as a COSTARS vendor, and only so long as the required Contract fee is kept current.
 - (d) Should this Contract terminate for any reason, the Contractor agrees promptly to remove the COSTARS Brand from any and all print and electronic media and to refrain from using the COSTARS Brand for any purpose whatsoever from the date of Contract termination forward.
 - (e) The Contractor agrees to defend, indemnify, and hold harmless the Commonwealth of Pennsylvania and DGS from and against all claims, demands, liabilities, obligations, costs, and expenses of any nature whatsoever arising out of or based upon the Contractor’s use of the COSTARS Brand.
 - (f) The Contractor agrees it has no property rights in the use of the COSTARS Brand by virtue of this nonexclusive license. The Contractor expressly waives any claims, including without limitation due process claims that may otherwise be available under the law in the event of any dispute involving these terms of use.
- g. The Contractor shall furnish to the DGS COSTARS Program Office a quarterly electronic Contract sales report detailing the previous quarter’s Contract purchasing activity, using the form and in the format prescribed by DGS. The Contractor shall submit its completed quarterly report no later than the fifteenth calendar day of the succeeding Contract quarter.
 - i. The Contractor shall submit the reports via the web-based COSTARS Suppliers’ Gateway at www.dgs.state.pa.us/costars . If a Contractor does not have access to the Internet, the Contractor shall send the reports, using the form and in the format prescribed by DGS, on

compact disc via US Postal Service to the DGS COSTARS Program Office, Bureau of Procurement, 6th Floor Forum Place, 555 Walnut Street, Harrisburg, PA 17101-1914.

- ii. For each PO received, the Contractor shall include on the report the name and address of each COSTARS-Registered Purchaser that has used the Contract along with the sales date, and dollar volume of sales to the specific Purchaser for the reporting period.
 - iii. DGS may suspend the Contractor's participation in the COSTARS Program for failure to provide the Quarterly Sales Report within the specified time.
- h. Additional information regarding the COSTARS Program is available on the DGS COSTARS Website at www.dgs.state.pa.us/costars
- i. If the Contractor is aware of any qualified entity not currently registered and wishing to participate in the COSTARS Program, please refer the potential purchaser to the DGS COSTARS Website at www.dgs.state.pa.us/costars , where it may register by completing the online registration form and receiving DGS confirmation of its registration. To view a list of currently-registered COSTARS member entities, please visit the COSTARS website.
 - ii. Direct all questions concerning the COSTARS Program to:

Department of General Services
COSTARS Program
555 Walnut Street, 6th Floor
Harrisburg, PA 17101
Telephone: 1-866-768-7827
E-mail: GS-PACostars@state.pa.us

I.10 Prices

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

I.11 Approved Equal

Whenever an item is defined in this IFB by trade name and catalogue number of a manufacturer or vendor, the term 'or approved equal,' if not inserted therewith shall be implied. Any reference to a particular manufacturer's product either by trade name or by limited description is solely for the purpose of more clearly indicating the minimum standard of quality desired, except where a 'no substitute' is requested. When a 'no substitute' is requested, the Issuing Office will consider Bids for the referenced product only. The term 'or approved equal' is defined as meaning any other make which, in the sole opinion of the Issuing Office, is of such character, quality, and performance equivalence as to meet the standard of quality of products specified for which it is to be used equally as

well as that specified. A Bidder quoting on a product other than the referenced product shall: a) furnish complete identification in its Bid of the product it is offering by trade name, brand and/or model number; b) furnish descriptive literature and data with respect to the substitute product it proposes to furnish; and c) indicate any known specification deviations from the referenced product.

I.12 Alternates

A Bidder who wants to offer an alternate must notify the Issuing Office in writing, at least five (5) days prior to the scheduled Bid opening, that the Bidder intends to offer an alternate in its Bid. An "alternate" is a product that deviates from the requirements of the specifications in its composition, qualities, performance, size dimension, etc. The written notification from the Bidder must include a complete description of the alternate and must identify the product's deviations from the specifications. Upon receipt of the notification, the Issuing Office will determine whether the alternate is acceptable. If the Issuing Office, in its discretion, determines that the alternate is acceptable, the Issuing Office will issue a change notice to the invitation for bids that revises the specifications. If no change notice is issued revising the specification, a Bid offering the alternate will not be considered for award. If an item or items in the IFB are designated "no substitute," this provision does not apply and no alternate may be proposed by a bidder nor will any alternate be considered by the Issuing Office.

I.13 New Equipment

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

I.14 Modification or Withdrawal of Bid

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

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

I.15 Rejection of Bids

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

I.16 Representations and Authorizations

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

- a. All of the Offeror's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.
- b. The Offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Offeror or potential offeror.
- c. The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential offeror for this RFP, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.
- d. The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- e. The Offeror makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- f. To the best knowledge of the person signing the proposal for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last **four** years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Offeror has disclosed in its proposal.
- g. To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth.
- h. The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.
- i. The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal.
- j. Each Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the

Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.

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

PART II - REQUIREMENTS

II.1 COSTARS Program Election to Participate

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

II.2 Lobbying Certification and Disclosure – Electronic Submission.

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. Bidders must complete and return the Lobbying Certification Form and the Disclosure of Lobbying Activities Form, which are attached to and made a part of this IFB. The completed and signed Lobbying Certification Form and the Disclosure of Lobbying Activities Form should be submitted with the Bid Response. Commonwealth agencies will not contract with outside firms or individuals to perform lobbying services, regardless of the source of funds.

II.3 Post-Submission Descriptive Literature

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

II.4 Reciprocal Limitations Act – Electronic Submittal

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

PART III - SELECTION CRITERIA

III.1 Mandatory Responsiveness Requirements

To be eligible for selection, a bid must be:

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

III.2 Method of Award - All Bidder Plus Selection of Best Value

Award will be made to all responsive and responsible bidders. The Issuing Office will also select a single best value contractor whose bid represents the best value to the Commonwealth taking into consideration all of the best value evaluation factors.

III.3 Awards

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 Tie Bids

All tie bids will be broken by the Issuing Office.

III.5 Prompt Payment Discounts

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 Option for Separate Competitive Bidding Procedure

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

III.7 Rebates

Any rebate applicable at the time of bid should be taken into consideration by the bidder in calculating its bid price. Bidders must specifically state in their bid proposal, when applicable, that rebates have been considered in arriving at the bid price. Following award, the Commonwealth will assign to the awarded

bidder, any rebates which the bidder stated that he took into consideration. If the bidder fails to include such a statement, the Commonwealth will receive the full benefit of the manufacturer's rebate.

PART IV - WORK STATEMENT

IV.1 Specifications

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

PART V - CONTRACT TERMS and CONDITIONS

V.1 Contract Terms and Conditions

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

V.2 Term of Contract

The initial term of the Contract shall be 2 year(s).

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

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

V.3 Renewal of Contract Term; Adjusted Prices in Accordance with Manufacturer Price Increases

The Contract may be mutually renewed for a maximum of 3 additional 1 year term(s), so long as the Commonwealth provides a written notice to Contractor of its interest in extending the contract by letter dated not less than 90 days prior to the expiration of the term of the agreement, or any extension thereof. The Contractor shall provide to the Commonwealth any manufacturer's price changes that would be applicable under the renewal period not less than 60 days prior to the expiration of the term of the agreement or any extension thereof. If the Commonwealth determines, after receiving the manufacturer's price changes, that it is not in its best interest to renew the contract the Commonwealth shall provide written notice to the Contractor not less than 30 days prior to the expiration of the term of the agreement or any extension thereof stating that the contract will not be renewed. If the Commonwealth determines, after receiving the manufacturer's price changes, that it is in the best interest of the Commonwealth to renew the contract, the Commonwealth shall provide written notice of the renewal to the Contractor. The renewal may be exercised as individual or multiple year term(s). Any renewal will be under same terms, covenants and conditions, provided, however, that the rates under the contract will be adjusted to reflect manufacturer price changes to the extent agreed upon by the parties. If the Contractor agrees to no price changes or the Contractor does not provide the manufacturer's price changes within the time frame above, the Commonwealth will renew the contract with no price changes. No further document is required to be executed to renew the term of the contract.

V.4 Extension of Contract Term

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 Signatures – Contract

The Contract shall not be a legally binding contract until the fully-executed Contract has been sent to the Contractor. No Commonwealth employee has the authority to verbally direct the commencement of any work or delivery of any supply under this Contract prior to the Effective Date. The Contractor hereby waives any claim or cause of action for any service or work performed prior to the Effective Date.

The Contract may be electronically signed by the Commonwealth. The electronically-printed name of the

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

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

The Commonwealth and the Contractor specifically agree as follows:

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

V.6 Purchase Orders

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 may be electronically signed by the Agency. The electronically-printed name of the purchaser represents the signature of that individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.

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

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

enforceable.

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

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

V.7 Independent Prime Contractor

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

V.8 Estimated Quantities

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

V.9 Warranty.

The Manufacturer's warranty for products shall apply to purchases made under this contract. 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.10 Patent, Copyright, and Trademark Indemnity

The Contractor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of the

Contract which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report, document or other material provided to the Commonwealth under the contract.

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

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

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

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

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

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

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

V.11 Ownership Rights

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

V.12 Acceptance

No item(s) received by the Commonwealth shall be deemed accepted until the Commonwealth has had a reasonable opportunity to inspect the item(s). Any item(s) which is discovered to be defective or fails to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the item(s) or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. It shall thereupon become the duty of the Contractor to remove rejected

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

V.13 Product Conformance

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

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

V.14 Rejected Material Not Considered Abandoned

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

V.15 Compliance With Law

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

V.16 Environmental Provisions

In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including, but not limited to: the Clean Streams Law Act of June 22, 1937 (P.L. 1987, No. 394), as amended 35 P.S. 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 Post-Consumer Recycled Content

Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified by the Environmental Protection Agency in its Comprehensive Procurement Guidelines, which can be found at <https://www.epa.gov/smm>.

V.18 Recycled Content Enforcement

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

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 Price Adjustment – New Manufacturers Price Lists

The Contractor may increase the rates to be paid by the Commonwealth under the contract by submitting new manufacturers' price lists on an annual basis. The Contractor shall give at least 60 days prior notice of a price increase. The Contractor's discount must remain firm.

V.22 Payment

- a. The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Contract; (b) thirty (30) days after a proper invoice actually is received at the "Bill To" address if a date on which payment is due is not specified in the Contract (a "proper" invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by 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.23 Payments

- 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.24 Taxes

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 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.25 Audit Provisions

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

V.26 Default

- a. The Commonwealth may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract or any Purchase Order for any of the following reasons:
 - 1) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;
 - 2) Failure to perform the work with sufficient labor, equipment, or material to ensure the completion of the specified work in accordance with the Contract or Purchase Order terms;
 - 3) Unsatisfactory performance of the work;
 - 4) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
 - 5) Improper delivery;
 - 6) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;
 - 7) Delivery of a defective item;
 - 8) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
 - 9) Discontinuance of work without approval;
 - 10) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
 - 11) Insolvency or bankruptcy;

- 12) Assignment made for the benefit of creditors;
 - 13) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
 - 14) Failure to protect, to repair, or to make good any damage or injury to property;
 - 15) Breach of any provision of the Contract;
 - 16) Failure to comply with representations made in the Contractor's bid/proposal; or
 - 17) Failure to comply with applicable industry standards, customs, and practice.
- b. Prior to declaring the Contractor in default and terminating the Contract or any Purchase Order issued against the Contract, DGS or the using agency shall provide written notice to the Contractor detailing the circumstances giving rise to the default. Such written notice will provide the Contractor a minimum of 15 calendar days to cure the default or provided a written corrective action plan to DGS and the using agency. Failure by the Contractor to cure the default within the cure period may result in termination of the Contract as set forth in Paragraph V. 29 of this IFB.
 - c. 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.
 - d. 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.
 - e. 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.
 - f. 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.
 - g. Following exhaustion of the Contractor's administrative remedies as set forth in the Contract Controversies Provision of the Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

V.27 Force Majeure

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

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

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

V.28 Termination Provisions

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

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

V.29 Contract Controversies

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

V.30 Assignability and Subcontracting

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

bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.

- g. A change of name by the Contractor, following which the Contractor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Contracting Officer written notice of any such change of name.

V.31 Other Contractors

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

V.32 Nondiscrimination/Sexual Harassment Clause

The Contractor agrees:

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

necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Small Business Opportunities (BSBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

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

V.33 Contractor Integrity Provisions

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

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

- 6) "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.
- 7) "**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.

b. 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 or procurement 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 the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- 3) Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- 4) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than the Contractor's submission of the contract signed by Contractor.
- 5) Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
 - (a) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (b) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - (c) had any business license or professional license suspended or revoked;
 - (d) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement,

misrepresentation or anti-trust; and

- (e) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

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

- 6) Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.
- 7) When contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- 8) Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- 9) Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely

for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

- 10) 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.

V.34 Contractor Responsibility Provisions

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

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

- f. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

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

V.35 Americans with Disabilities Act

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

V.36 CONTRACT-031.1 Hazardous Substances

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

- a. Labeling. The Contractor shall ensure that each individual product (as well as the carton, container or package in which the product is shipped) of any of the following substances (as defined by the Act and the regulations) supplied by the Contractor is clearly labeled, tagged or marked with the information listed in Subparagraphs (1) through (4):
- 1) Hazardous substances:
 - a) The chemical name or common name,
 - b) A hazard warning, and
 - c) The name, address, and telephone number of the manufacturer.
 - 2) Hazardous mixtures:
 - a) The common name, but if none exists, then the trade name,

- b) The chemical or common name of special hazardous substances comprising .01% or more of the mixture,
 - c) The chemical or common name of hazardous substances consisting 1.0% or more of the mixture,
 - d) A hazard warning, and
 - e) The name, address, and telephone number of the manufacturer.
- 3) Single chemicals:
- a) The chemical name or the common name,
 - b) A hazard warning, if appropriate, and
 - c) The name, address, and telephone number of the manufacturer.
- 4) Chemical Mixtures:
- a) The common name, but if none exists, then the trade name,
 - b) A hazard warning, if appropriate,
 - c) The name, address, and telephone number of the manufacturer, and
 - d) The chemical name or common name of either the top five substances by volume or those substances consisting of 5.0% or more of the mixture.

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

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

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

- NFPA 704, Identification of the Fire Hazards of Materials.
- National Paint and Coatings Association: Hazardous Materials Identification System.
- American Society for Testing and Materials, Safety Alert Pictorial Chart.
- American National Standard Institute, Inc., for the Precautionary Labeling of Hazardous Industrial Chemicals.

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

- b. Material Safety Data Sheet. The contractor shall provide Material Safety Data Sheets (MSDS) with the information required by the Act and the regulations for each hazardous substance or hazardous

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

V.37 Covenant Against Contingent Fees

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

V.38 Applicable Law

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

V.39 Integration

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 Order of Precedence - IFB

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

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 Changes

The Commonwealth with the agreement of the contractor 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 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. 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 Confidentiality

- a. The Contractor agrees to protect the confidentiality of the Commonwealth's confidential information. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party (notice may be communicated by describing the information, and the specifications around its use or disclosure, in the SOW). Neither party may assert that information owned by the other party is such party's confidential information. The parties agree that such confidential information shall not be copied, in whole or in part, or used or disclosed except when essential for authorized activities under this Contract and, in the case of disclosure, where the recipient of the confidential information has agreed to be bound by confidentiality requirements no less restrictive than those set forth herein. Each copy of such confidential information shall be marked by the party making the copy with any notices appearing in the original. Upon termination or cancellation of this Contract or any license granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only, and which will remain subject to this Contract's security, privacy, data retention/destruction and confidentiality provisions (all of which shall survive the expiration of this Contract). Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this Contract, and at the discretion of the non-breaching party, result in termination for default pursuant to the DEFAULT provision of this Contract, in addition to other remedies available to the non-breaching party.
- b. Insofar as information is not otherwise protected by law or regulation, the obligations stated in this Section do not apply to information:
 - 1) already known to the recipient at the time of disclosure other than through the contractual relationship;
 - 2) independently generated by the recipient and not derived by the information supplied by the disclosing party.
 - 3) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
 - 4) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or

5) required to be disclosed by law, regulation, court order, or other legal process.

There shall be no restriction with respect to the use or disclosure of any ideas, concepts, know-how, or data processing techniques developed alone or jointly with the Commonwealth in connection with services provided to the Commonwealth under this Contract.

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

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

V.44 Manufacturer's Price Reduction

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

V.45 Notice

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

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

V.46 Right to Know Law

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

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

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

Question 1: Do we have to bid on every single lot to be considered "responsive"? We don't make some of the farm and OTR products. Just passenger car, light truck, and medium truck-radial tires.

Answer 1: You can bid on one or all categories. If you want to bid on a category on Attachment B, you must first bid on the matching category on Attachment A.

Question 2: I'm reading 2 year firm with 3rd year pricing being adjustment at the sole discretion of the CWOPA. So is this a 2 year firm with 3 - 1 year extension?

Answer 2: Yes, the contract is for 2 (two) years with 3 (three)-1 (one) year renewals.

Question 3: Order Process, Bid states that the "order must be sent directly to the manufacturer" we do Not accept any Purchase Orders. On all prior contracts all PO's have been sent to the supply point of the agency choosing PO are made out to Manufacturer c/o supply point.

Answer 3: The POs are written to the Manufacture. The PO can be sent to the Dealers but the payments for the POs will be made to the Manufacture

Question 4: Independent Prime Contractor: Please clarify "The contractor will be responsible for all services in this contract whether or not contractor provides them directly"

Responsible in what way?

Answer 4: If there is an issue with the contract we want one contact person we can contact to handle problems.

Question 5: Product Conformance V13, A This information is considered proprietary in nature and cannot be provided

Answer 5: V13. A is removed from the Terms and Conditions.

Question 6: For Attachment A - Group 1 - NON-CORE Item Multiple Award Bid Sheet - We manufacture 3 different brands, will I need to submit a bid sheet for each brand separately?

Answer 6: Please provide a bid sheet for each brand you manufacture.

Question 7: For Attachment B - Group 2 - CORE Item Best Value Bid Sheet - Can I bid different brands within the same Lot #? Example for Lot # 1 Passenger Tires - can we bid a Michelin brand tire for line 1. and a BFGoodrich brand tire for line 3. and maybe a Uniroyal brand tire for line 10?

Answer 7: Yes we will accept different brands within the same group as long as that brand is manufactured by the same company.

Question 8: CoStar Reporting: We have never been able to report through the systems for Quarterly reporting. I have worked with IT on both sides and just can't get your system to allow input.

I have worked with Ray Vega. I'm currently working with him on the service contract and Have the same problem. I can't get into the service contract. He has sent me everything That I have needed and plans up updating anything that I might need.

Is this a problem with the tire bid??

Answer 8: Please report to the best of your capability to meet the requirements.

Question 9:

Answer 9:

Question 10:

Answer 10:

Question 11:

Answer 11: