



**FULLY EXECUTED - CHANGE 8**  
Contract Number: 4400017787  
Original Contract Effective Date: 09/26/2017  
Contract Change Date: 08/31/2023  
Valid From: 10/01/2017 To: 12/31/2023

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

**Purchasing Agent**

Name: Kelley-Snyder Tamm  
Phone: 717-783-8676  
Fax: 717-214-9505

Your SAP Vendor Number with us: 184808

**Supplier Name/Address:**

SIGN LANGUAGE SPECIALISTS  
OF WESTERN PA INC  
172 WATSON ST  
JOHNSTOWN PA 15905-4543 US

Supplier Phone Number: 8146595755

Supplier Fax Number: 814-535-4914

**Please Deliver To:**

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

**Contract Name:**

Sign Language Interpretation & Trans Svc

**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	Standard Sign Language Interpretation	0.000	Hour	0.00	1	0.00
-----						
*** Validity Period Changed ***						
4	Medical Sign Language Interpretation	0.000	Hour	0.00	1	0.00
-----						
*** Validity Period Changed ***						
5	AOPC Cert. Sign Language Interpretation	0.000	Hour	0.00	1	0.00
-----						
*** Validity Period Changed ***						
6	After Hours/Holiday Sign Language Interp	0.000	Hour	0.00	1	0.00
-----						

**Information:**

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

Title \_\_\_\_\_

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

Date \_\_\_\_\_



FULLY EXECUTED - CHANGE 8  
Contract Number: 4400017787  
Original Contract Effective Date: 09/26/2017  
Contract Change Date: 08/31/2023  
Valid From: 10/01/2017 To: 12/31/2023

Supplier Name:  
SIGN LANGUAGE SPECIALISTS  
OF WESTERN PA INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	*** Validity Period Changed ***					
7	Extended Stay Sign Language Interpretati	0.000	Hour	0.00	1	0.00
	*** Validity Period Changed ***					
8	Administrative Fee for AOPC	0.000	Hour	0.00	1	0.00
	*** Validity Period Changed ***					
9	Travel	0.000	Each	0.00	1	0.00

**General Requirements for all Items:**

**Header Text**

Contract has been extended to December 31, 2023. EP 36862 tks 08/21/2023

Contract has been extended via sole source amendment for six (6) months with new termination date of September 30, 2023. CM 3.30.2023.

This contract has been sole source extended 3 months for the period of January 1, 2023 through March 31, 2023. Applicable documents can be found in records management. CM 11/30/2022

This contract is for Sign Language Interpretation and Transliteration Services for all using agencies.

05/30/2023 TKS Contract changed to Tammy.

No further information for this Contract

**Information:**



**FULLY EXECUTED - CHANGE 7**  
Contract Number: 4400017787  
Original Contract Effective Date: 09/26/2017  
Contract Change Date: 05/30/2023  
Valid From: 10/01/2017 To: 09/30/2023

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

Your SAP Vendor Number with us: 184808

**Purchasing Agent**  
Name: Kelley-Snyder Tamm  
Phone: 717-783-8676  
Fax: 717-214-9505

**Supplier Name/Address:**  
SIGN LANGUAGE SPECIALISTS  
OF WESTERN PA INC  
172 WATSON ST  
JOHNSTOWN PA 15905-4543 US

**Please Deliver To:**

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

Supplier Phone Number: 8146595755  
Supplier Fax Number: 814-535-4914

**Contract Name:**  
Sign Language Interpretation & Trans Svc

**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	Standard Sign Language Interpretation	0.000	Hour	0.00	1	0.00
4	Medical Sign Language Interpretation	0.000	Hour	0.00	1	0.00
5	AOPC Cert. Sign Language Interpretation	0.000	Hour	0.00	1	0.00
6	After Hours/Holiday Sign Language Interp	0.000	Hour	0.00	1	0.00
7	Extended Stay Sign Language Interpretati	0.000	Hour	0.00	1	0.00
8	Administrative Fee for AOPC	0.000	Hour	0.00	1	0.00

**Information:**

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

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



**FULLY EXECUTED - CHANGE 7**  
Contract Number: 4400017787  
Original Contract Effective Date: 09/26/2017  
Contract Change Date: 05/30/2023  
Valid From: 10/01/2017 To: 09/30/2023

**Supplier Name:**  
SIGN LANGUAGE SPECIALISTS  
OF WESTERN PA INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
9	Travel	0.000	Each	0.00	1	0.00

**General Requirements for all Items:**

**Header Text**

Contract has been extended via sole source amendment for six (6) months with new termination date of September 30, 2023. CM 3.30.2023.

This contract has been sole source extended 3 months for the period of January 1, 2023 through March 31, 2023. Applicable documents can be found in records management. CM 11/30/2022

This contract is for Sign Language Interpretation and Transliteration Services for all using agencies.

05/30/2023 TKS Contract changed to Tammy.

No further information for this Contract

**Information:**



**FULLY EXECUTED - CHANGE 6**

Contract Number: 4400017787

Original Contract Effective Date: 09/26/2017

Contract Change Date: 03/30/2023

Valid From: 10/01/2017 To: 09/30/2023

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

**Purchasing Agent**

Name: Mazza Celeste

Phone: 717-346-8112

Fax: 717-214-9505

Your SAP Vendor Number with us: 184808

**Supplier Name/Address:**

SIGN LANGUAGE SPECIALISTS  
OF WESTERN PA INC

172 WATSON ST  
JOHNSTOWN PA 15905-4543 US

Supplier Phone Number: 8146595755

Supplier Fax Number: 814-535-4914

**Please Deliver To:**

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

**Contract Name:**

Sign Language Interpretation & Trans Svc

**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	Standard Sign Language Interpretation	0.000	Hour	0.00	1	0.00
-----						
*** Validity Period Changed ***						
4	Medical Sign Language Interpretation	0.000	Hour	0.00	1	0.00
-----						
*** Validity Period Changed ***						
5	AOPC Cert. Sign Language Interpretation	0.000	Hour	0.00	1	0.00
-----						
*** Validity Period Changed ***						
6	After Hours/Holiday Sign Language Interp	0.000	Hour	0.00	1	0.00
-----						

**Information:**

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

Title \_\_\_\_\_

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

Date \_\_\_\_\_



FULLY EXECUTED - CHANGE 6  
Contract Number: 4400017787  
Original Contract Effective Date: 09/26/2017  
Contract Change Date: 03/30/2023  
Valid From: 10/01/2017 To: 09/30/2023

Supplier Name:  
SIGN LANGUAGE SPECIALISTS  
OF WESTERN PA INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
7	Extended Stay Sign Language Interpretati	0.000	Hour	0.00	1	0.00
-----						
*** Validity Period Changed ***						
8	Administrative Fee for AOPC	0.000	Hour	0.00	1	0.00
-----						
*** Validity Period Changed ***						
9	Travel	0.000	Each	0.00	1	0.00
-----						

**General Requirements for all Items:**

**Header Text**

Contract has been extended via sole source amendment for six (6) months with new termination date of September 30, 2023. CM 3.30.2023.

This contract has been sole source extended 3 months for the period of January 1, 2023 through March 31, 2023. Applicable documents can be found in records management. CM 11/30/2022

This contract is for Sign Language Interpretation and Transliteration Services for all using agencies.

No further information for this Contract

**Information:**



**FULLY EXECUTED - CHANGE 5**  
Contract Number: 4400017787  
Original Contract Effective Date: 09/26/2017  
Contract Change Date: 12/01/2022  
Valid From: 10/01/2017 To: 03/31/2023

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

**Purchasing Agent**

Name: Mazza Celeste  
Phone: 717-346-8112  
Fax: 717-214-9505

Your SAP Vendor Number with us: 184808

**Supplier Name/Address:**  
SIGN LANGUAGE SPECIALISTS  
OF WESTERN PA INC  
172 WATSON ST  
JOHNSTOWN PA 15905-4543 US

Supplier Phone Number: 8146595755  
Supplier Fax Number: 814-535-4914

**Please Deliver To:**

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

**Contract Name:**  
Sign Language Interpretation & Trans Svc

**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	Standard Sign Language Interpretation	0.000	Hour	0.00	1	0.00
	*** Validity Period Changed ***					
4	Medical Sign Language Interpretation	0.000	Hour	0.00	1	0.00
	*** Validity Period Changed ***					
5	AOPC Cert. Sign Language Interpretation	0.000	Hour	0.00	1	0.00
	*** Validity Period Changed ***					
6	After Hours/Holiday Sign Language Interp	0.000	Hour	0.00	1	0.00

**Information:**

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

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



FULLY EXECUTED - CHANGE 5  
Contract Number: 4400017787  
Original Contract Effective Date: 09/26/2017  
Contract Change Date: 12/01/2022  
Valid From: 10/01/2017 To: 03/31/2023

Supplier Name:  
SIGN LANGUAGE SPECIALISTS  
OF WESTERN PA INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	*** Validity Period Changed ***					
7	Extended Stay Sign Language Interpretati	0.000	Hour	0.00	1	0.00
	*** Validity Period Changed ***					
8	Administrative Fee for AOPC	0.000	Hour	0.00	1	0.00
	*** Validity Period Changed ***					
9	Travel	0.000	Each	0.00	1	0.00

**General Requirements for all Items:**

**Header Text**

This contract has been sole source extended 3 months for the period of January 1, 2023 through March 31, 2023. Applicable documents can be found in records management. CM 11/30/2022

This contract is for Sign Language Interpretation and Transliteration Services for all using agencies.  
No further information for this Contract

**Information:**





**FULLY EXECUTED - CHANGE 4**  
Contract Number: 4400017787  
Original Contract Effective Date: 09/26/2017  
Contract Change Date: 04/21/2022  
Valid From: 10/01/2017 To: 12/31/2022

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

Your SAP Vendor Number with us: 184808

**Purchasing Agent**

Name: Mazza Celeste  
Phone: 717-346-8112  
Fax:

**Supplier Name/Address:**  
SIGN LANGUAGE SPECIALISTS  
OF WESTERN PA INC  
172 WATSON ST  
JOHNSTOWN PA 15905-4543 US

**Please Deliver To:**

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

Supplier Phone Number: 8146595755  
Supplier Fax Number: 814-535-4914

**Contract Name:**  
Sign Language Interpretation & Trans Svc

**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	Standard Sign Language Interpretation	0.000	Hour	0.00	1	0.00
4	Medical Sign Language Interpretation	0.000	Hour	0.00	1	0.00
5	AOPC Cert. Sign Language Interpretation	0.000	Hour	0.00	1	0.00
6	After Hours/Holiday Sign Language Interp	0.000	Hour	0.00	1	0.00
7	Extended Stay Sign Language Interpretati	0.000	Hour	0.00	1	0.00
8	Administrative Fee for AOPC	0.000	Hour	0.00	1	0.00

**Information:**

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

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



**FULLY EXECUTED - CHANGE 4**  
Contract Number: 4400017787  
Original Contract Effective Date: 09/26/2017  
Contract Change Date: 04/21/2022  
Valid From: 10/01/2017 To: 12/31/2022

**Supplier Name:**  
SIGN LANGUAGE SPECIALISTS  
OF WESTERN PA INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
9	Travel	0.000	Each	0.00	1	0.00

**General Requirements for all Items:**

**Header Text**

This contract is for Sign Language Interpretation and Transliteration Services for all using agencies.

This contract has been extended 3 months per T&C's. CZ 2.11.2022

This contract is renewed for the period of October 1, 2021 through September 30, 2022.  
Renewal documents can be found in Records Management.

This contract is renewed for the period of October 1, 2020 through September 30, 2021.

This contract is renewed for the period of October 1, 2019 through September 30, 2020.

Renewal documents can be found in Records Management.

If you have any questions please contact Adraine E. Franklin at 717-787-8085 or afranklin@pa.gov.

No further information for this Contract

**Information:**



**FULLY EXECUTED - CHANGE 3**  
Contract Number: 4400017787  
Original Contract Effective Date: 09/26/2017  
Contract Change Date: 04/16/2021  
Valid From: 10/01/2017 To: 09/30/2022

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

Your SAP Vendor Number with us: 184808

**Purchasing Agent**  
Name: Walters Corinna  
Phone: 717-346-7097  
Fax: 717-346-3820

**Supplier Name/Address:**  
SIGN LANGUAGE SPECIALISTS  
OF WESTERN PA INC  
172 WATSON ST  
JOHNSTOWN PA 15905-4543 US

**Please Deliver To:**

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

Supplier Phone Number: 8146595755  
Supplier Fax Number: 814-535-4914

**Contract Name:**  
Sign Language Interpretation & Trans Svc

**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	Standard Sign Language Interpretation	0.000	Hour	0.00	1	0.00
	*** Validity Period Changed ***					
4	Medical Sign Language Interpretation	0.000	Hour	0.00	1	0.00
	*** Validity Period Changed ***					
5	AOPC Cert. Sign Language Interpretation	0.000	Hour	0.00	1	0.00
	*** Validity Period Changed ***					
6	After Hours/Holiday Sign Language Interp	0.000	Hour	0.00	1	0.00

**Information:**

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

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



**FULLY EXECUTED - CHANGE 3**

Contract Number: 4400017787

Original Contract Effective Date: 09/26/2017

Contract Change Date: 04/16/2021

Valid From: 10/01/2017 To: 09/30/2022

**Supplier Name:**

SIGN LANGUAGE SPECIALISTS  
OF WESTERN PA INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	*** Validity Period Changed ***					
7	Extended Stay Sign Language Interpretati	0.000	Hour	0.00	1	0.00
	*** Validity Period Changed ***					
8	Administrative Fee for AOPC	0.000	Hour	0.00	1	0.00
	*** Validity Period Changed ***					
9	Travel	0.000	Each	0.00	1	0.00

**General Requirements for all Items:**

**Header Text**

This contract is for Sign Language Interpretation and Transliteration Services for all using agencies.

This contract is renewed for the period of October 1, 2021 through September 30, 2022.

Renewal documents can be found in Records Management.

This contract is renewed for the period of October 1, 2020 through September 30, 2021.

This contract is renewed for the period of October 1, 2019 through September 30, 2020.

Renewal documents can be found in Records Management.

If you have any questions please contact Adraine E. Franklin at 717-787-8085 or afranklin@pa.gov.

No further information for this Contract

**Information:**



**FULLY EXECUTED - CHANGE 2**  
Contract Number: 4400017787  
Original Contract Effective Date: 09/26/2017  
Contract Change Date: 07/23/2020  
Valid From: 10/01/2017 To: 09/30/2021

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

Your SAP Vendor Number with us: 184808

**Purchasing Agent**

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

**Supplier Name/Address:**  
SIGN LANGUAGE SPECIALISTS  
OF WESTERN PA INC  
172 WATSON ST  
JOHNSTOWN PA 15905-4543 US

Supplier Phone Number: 8146595755  
Supplier Fax Number: 814-535-4914

**Please Deliver To:**

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

**Contract Name:**  
Sign Language Interpretation & Trans Svc

**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	Standard Sign Language Interpretation	0.000	Hour	0.00	1	0.00
-----						
*** Validity Period Changed ***						
4	Medical Sign Language Interpretation	0.000	Hour	0.00	1	0.00
-----						
*** Validity Period Changed ***						
5	AOPC Cert. Sign Language Interpretation	0.000	Hour	0.00	1	0.00
-----						
*** Validity Period Changed ***						
6	After Hours/Holiday Sign Language Interp	0.000	Hour	0.00	1	0.00
-----						

**Information:**

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

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



**FULLY EXECUTED - CHANGE 2**  
Contract Number: 4400017787  
Original Contract Effective Date: 09/26/2017  
Contract Change Date: 07/23/2020  
Valid From: 10/01/2017 To: 09/30/2021

**Supplier Name:**  
SIGN LANGUAGE SPECIALISTS  
OF WESTERN PA INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	*** Validity Period Changed ***					
7	Extended Stay Sign Language Interpretati	0.000	Hour	0.00	1	0.00
	*** Validity Period Changed ***					
8	Administrative Fee for AOPC	0.000	Hour	0.00	1	0.00
	*** Validity Period Changed ***					
9	Travel	0.000	Each	0.00	1	0.00

**General Requirements for all Items:**

**Header Text**

This contract is for Sign Language Interpretation and Transliteration Services for all using agencies.

This contract is renewed for the period of October 1, 2020 through September 30, 2021.

This contract is renewed for the period of October 1, 2019 through September 30, 2020.

Renewal documents can be found in Records Management.

If you have any questions please contact Adraine E. Franklin at 717-787-8085 or afranklin@pa.gov.

No further information for this Contract

**Information:**



**FULLY EXECUTED - CHANGE 1**

Contract Number: 4400017787

Original Contract Effective Date: 09/26/2017

Contract Change Date: 09/03/2019

Valid From: 10/01/2017 To: 09/30/2020

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

**Purchasing Agent**

Name: Franklin Adraine

Phone: 717-787-8085

Fax: 717-783-6241

Your SAP Vendor Number with us: 184808

**Supplier Name/Address:**

SIGN LANGUAGE SPECIALISTS  
OF WESTERN PA INC

172 WATSON ST  
JOHNSTOWN PA 15905-4543 US

Supplier Phone Number: 8146595755

Supplier Fax Number: 814-535-4914

**Please Deliver To:**

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

**Contract Name:**

Sign Language Interpretation & Trans Svc

**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	Standard Sign Language Interpretation	0.000	Hour	0.00	1	0.00
-----						
*** Validity Period Changed ***						
4	Medical Sign Language Interpretation	0.000	Hour	0.00	1	0.00
-----						
*** Validity Period Changed ***						
5	AOPC Cert. Sign Language Interpretation	0.000	Hour	0.00	1	0.00
-----						
*** Validity Period Changed ***						
6	After Hours/Holiday Sign Language Interp	0.000	Hour	0.00	1	0.00
-----						

**Information:**

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

Title \_\_\_\_\_

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

Date \_\_\_\_\_



**FULLY EXECUTED - CHANGE 1**  
Contract Number: 4400017787  
Original Contract Effective Date: 09/26/2017  
Contract Change Date: 09/03/2019  
Valid From: 10/01/2017 To: 09/30/2020

**Supplier Name:**  
SIGN LANGUAGE SPECIALISTS  
OF WESTERN PA INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	*** Validity Period Changed ***					
7	Extended Stay Sign Language Interpretati	0.000	Hour	0.00	1	0.00
	*** Validity Period Changed ***					
8	Administrative Fee for AOPC	0.000	Hour	0.00	1	0.00
	*** Validity Period Changed ***					
9	Travel	0.000	Each	0.00	1	0.00

**General Requirements for all Items:**

**Header Text**

This contract is for Sign Language Interpretation and Transliteration Services for all using agencies.

This contract is renewed for the period of October 1, 2019 through September 30, 2020.

Renewal documents can be found in Records Management.

If you have any questions please contact Adraine E. Franklin at 717-787-8085 or afranklin@pa.gov.

No further information for this Contract

**Information:**





**FULLY EXECUTED**  
Contract Number: 4400017787  
Original Contract Effective Date: 09/26/2017  
Valid From: 10/01/2017 To: 09/30/2019

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

**Purchasing Agent**

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

Your SAP Vendor Number with us: 184808

**Supplier Name/Address:**  
SIGN LANGUAGE SPECIALISTS  
OF WESTERN PA INC  
172 WATSON ST  
JOHNSTOWN PA 15905-4543 US

**Please Deliver To:**

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

Supplier Phone Number: 8146595755  
Supplier Fax Number: 814-535-4914

**Contract Name:**  
Sign Language Interpretation & Trans Svc

**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	Standard Sign Language Interpretation	0.000	Hour	0.00	1	0.00
4	Medical Sign Language Interpretation	0.000	Hour	0.00	1	0.00
5	AOPC Cert. Sign Language Interpretation	0.000	Hour	0.00	1	0.00
6	After Hours/Holiday Sign Language Interp	0.000	Hour	0.00	1	0.00
7	Extended Stay Sign Language Interpretati	0.000	Hour	0.00	1	0.00
8	Administrative Fee for AOPC	0.000	Hour	0.00	1	0.00

**Information:**

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

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



**FULLY EXECUTED**  
Contract Number: 4400017787  
Original Contract Effective Date: 09/26/2017  
Valid From: 10/01/2017 To: 09/30/2019

**Supplier Name:**  
SIGN LANGUAGE SPECIALISTS  
OF WESTERN PA INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
9	Travel	0.000	Each	0.00	1	0.00

**General Requirements for all Items:**

**Header Text**

This contract is for Sign Language Interpretation and Transliteration Services for all using agencies.

If you have any questions please contact Adraine E. Franklin at 717-787-8085 or [afranklin@pa.gov](mailto:afranklin@pa.gov).

No further information for this Contract

**Information:**

**STATEMENT OF WORK**

**INVITATION FOR BID**

**FOR**

**6100043317**

**ISSUING OFFICE**



**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
BUREAU OF PROCUREMENT**

**555 Walnut Street  
Forum Place, 6<sup>th</sup> Floor  
Harrisburg, PA 17101**

**IFB NUMBER**

**6100043317**

**DATE OF ISSUANCE**

**08/30/2017**

**PART IV  
STATEMENT OF WORK**

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## IV-1. GENERAL INFORMATION

### A. **Purpose:**

- a. The Department of General Services (DGS) (“Issuing Office”) is issuing this Invitation for Bids (IFB) on the behalf of the Commonwealth to establish a Contract to provide Sign Language Interpretation and Transliteration Services for all agencies of the Commonwealth of Pennsylvania requiring the services of an interpreter or transliterator for business functions.
- b. The Commonwealth may request interpreters or transliterating services for a non-commonwealth employee for situations including, but not limited to: interviewing a deaf or hard of hearing client for a job interview, appointments, medical assistance office interviews, taking a deposition and facilitate communication for the client in a medical, legal setting or proceeding for which the interpreter is qualified.
- c. Internal Commonwealth requirements may include but not be limited to: daily business proceedings, on-the-job training, meetings, public presentations, conventions, workshops, staff meetings, etc.

### B. **Specific:**

- a. Act 172 - Court and Administrative Proceeding Interpreter Certification Law, Act 172 of 2006, was signed into law by Governor Rendell on November 29, 2006. It amends both the Administrative/Local Agency Law and the Judicial Code by respectively requiring the Department of Labor and Industry (Department) and the Court Administrator to establish parallel programs for the appointment and use of certified interpreters for persons with limited English proficiency and persons who are deaf and hard of hearing in administrative and court proceedings. The Department is also required to provide guidelines to agencies for the selection and use of otherwise qualified interpreters when a certified interpreter is not available. [www.pacourts.us/assets/files/setting-1698/file-225.pdf?cb=ed64eb](http://www.pacourts.us/assets/files/setting-1698/file-225.pdf?cb=ed64eb)

Additional information can be accessed at

[www.dli.pa.gov/Individuals/Disability-Services/interpreter/Pages/default.aspx](http://www.dli.pa.gov/Individuals/Disability-Services/interpreter/Pages/default.aspx)

### C. **AGENCIES & LOCATIONS:**

- a. This contract will cover the requirements for the contracted supplier to provide interpreting and/or transliterating services to Commonwealth agencies.

### D. **METHOD OF AWARD:**

- a. The Commonwealth intends to award a Contract to all responsible and responsive Bidders who comply with the “Eligibility Requirements” set forth in this IFB.

E. **CONTRACT TERM:**

- a. The contract terms will be a two (2) year period starting October 1, 2017, or effective date listed on the contract, and will end on 9/30/2019, with three (3) one (1) year options to renew.

F. **CONTRACT RENEWALS:**

- a. The contract renewals will be exercised solely at the discretion of the Commonwealth. The Issuing Office will fix the Effective Date after the contract has been fully executed by the awarded Suppliers and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained.
- b. The awarded Suppliers shall not start the performance of any work prior to the Effective Date of the contract and the Commonwealth shall not be liable to pay the awarded Suppliers for any service or work performed or expenses incurred before the Effective Date of the contract.
- c. Any renewal will be under the same terms and conditions; provided, however, the rates under the contract may be increased up to two (2) percent for each renewal term upon receipt of sufficient justification from the awarded Suppliers and shall be mutually agreed to by the Commonwealth.

G. **OPEN ENROLLMENT:**

- a. Open enrollment for this Multiple-Award contract may be publicly solicited through supplemental bids periodically as determined by the Issuing Office.

## IV-2. CRITERIA FOR QUALIFICATION

A. **SUPPLIER REGISTRATION:**

- a. Interested bidders must register as a supplier on the PA Supplier Portal at [www.pasupplierportal.state.pa.us](http://www.pasupplierportal.state.pa.us) prior to contract award. If your company is already registered in the PA Supplier Portal, registration is not necessary. Prior to registration, it is strongly encouraged that you review and print the **Supplier Registration Reference Guide** available through the Supplier Service Center link on the PA Supplier Portal webpage. Also available on Supplier Service Center is helpful information on SRM (Supplier Relationship Management), including its features and the benefits for your organization, as well as other topics designed to provide you with the answers you need and access to staff that can provide assistance. Should you have any questions or issues related to SRM and/or the registration process, please feel free to contact the SRM Customer Service Center (CSC) at 877-435-7363, Option 1.

**B. ELIGIBILITY REQUIREMENTS:**

- a. Suppliers interested in submitting a bid to become an Awarded Supplier must meet all eligibility requirements. **Bidders who fail to meet all the following eligibility requirements may result in bid rejection.**

**C. REGISTRATION:**

- a. Interpreters must be registered with the Department of Labor and Industry, Office of Deaf and Hard of Hearing (ODHH), as specified by Act of July 2, 2004, P.L. 492, No. 57 CI 63.
- b. Independent interpreters must provide a legible copy of their registration from ODHH with their bid.
- c. For subcontracted services, it is the responsibility of the Prime Contractor to obtain proof of registration with ODHH from their independent and staff interpreters prior to their assignment to agencies under the governor's jurisdiction. The contractor shall provide a copy of the interpreters' state registration upon request from DGS or the using agency.
- d. If an interpreter cannot provide a current ODHH registration card and/or loses their privileges, all services shall be immediately suspended with that interpreter and all work shall cease and desist. The interpreter, if reinstated with ODHH, may be allowed to return to duties provided the proper documentation is provided to DGS.
- e. Each Independent and prime contractor must provide notification within five (5) calendar days to DGS Contracting Officer of any interpreter who loses ODHH registration.

**D. BID SUBMISSION:**

- a. Bids **MUST** be electronically received through the PA Supplier Portal. To be considered for Contract award, bidder must complete and return the following documents in response to this IFB.
  - **Attachment A**, Hourly Rate and Service Location
  - **Attachment B**, Domestic Workforce Form
  - **Attachment C**, Lobbying Certification Form
  - **Attachment D**, Iran Free Procurement Form

**Iran Free Procurement Certification & Disclosure:** Prior to entering a contract worth at least \$1,000,000 or more with a Commonwealth entity, a bidder must: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services ("DGS") pursuant to Section 3503 of the Procurement Code and is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b)

demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e). All bidders must complete and return the Iran Free Procurement Certification form, which is attached hereto and made part of this IFB. The completed and signed Iran Free Procurement Certification form must be submitted with the Bid Response. See the following web page for current Iran Free Procurement list:

<http://www.dgs.pa.gov/businesses/materials%20and%20services%20procurement/procurement-resources/pages/default.aspx#.WDNfJJgo6Ht>

- **Attachment E**, Costars Election to Participate Form
  - A copy of your ODHH registration as described in Part II – Requirements, Section C
- b. Any terms and conditions that may appear on the Price List, including but not limited to, prices subject to change without notice and price to be determined at time of order will not be part of Contract and will have no force or effect on the Contract. The Bidder’s Price List shall establish the maximum charge allowed for listed services during the term of the Contract. Actual pricing for each court reporting engagement will be established through a Best Value Determination process and purchase order process.

### **IV-3. COMMONWEALTH REQUIREMENTS/TASKS**

#### **A. BEST VALUE DETERMINATION:**

- a. The Commonwealth will award a contract to all responsible and responsive bidders for the types of services offered for the geographical area indicated on their bid submission. Award of a contract only renders an awarded supplier to be eligible to perform services under the contract and does not guarantee that an awarded supplier will receive any work under the contract.
- b. Services under \$10,000 in a fiscal year per supplier, per Agency Bureau

No RFQ process is required for Services under \$10,000. Using Agency Bureaus may select any awarded contractor; however, they will need to document and attach to their purchase order the reasons for choosing the contracted supplier. Using Agencies should confirm contractors’ availability for the scheduled engagements/proceedings or group of engagements/proceedings in advance, and may contact contractors to seek reductions in price. All qualified contractors for the applicable service location shall be afforded fair and equal treatment with respect to any opportunity to offer reduced pricing.



For services under \$10,000 in a fiscal year, Using Agencies may procure services in accordance with Management Directive 310.23 Commonwealth Purchasing Card Program. [http://www.oa.pa.gov/Policies/md/Documents/310\\_23.pdf](http://www.oa.pa.gov/Policies/md/Documents/310_23.pdf)

c. Services over \$10,000 in a fiscal year

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

- d. When soliciting awarded suppliers (and attached to any Request for Quotes), agencies shall include their Statement of Work outlining their specific requirements.

B. **PURCHASE ORDERS:** Purchase orders shall be created for the awarded bidder under this contract and be utilized on an as needed basis to pay only for services rendered as a result of the method of award.

C. **ACCOUNT MANAGEMENT:**

Point of Contact: the awarded Contractor shall maintain one (1) point of contact for DGS contracting officer and Agencies to utilize. The name and contact information must be available to address scheduling issues, complaints, and any other issues that arise during business hours. In the event the awarded Contractor has a change of key contract staff, the contract administrator is to be notified immediately.

- a. References: bidders must provide at least three (3) professional references of persons who may provide information of service previously and/or currently being provided to a private or public entity as a sign language service provider. The contact person's name, title, physical street address, city, state, zip code, telephone number and email address must be provided.

D. **TYPES OF INTERPRETATION SERVICES:**

a. Medical Interpretation

The Commonwealth's requirements for interpretation service may include medical interpreters. These interpreters must have a thorough knowledge of medical terminology, be familiar with medical procedures and the roles of healthcare staff

and be sensitive to issues such as the patients' autonomy, cultural differences and the medical personnel's need for accurate information.

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

b. Legal Interpretation

The Commonwealth's requirements for interpretation services may include legal interpreters to interpret for court, legal and administrative proceedings.

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

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

c. AOPC Certified Interpreters

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

Contractors may obtain a copy of the AOPC Interpreter Roster at <http://www.pacourts.us/judicial-administration/court-programs/interpreter-program/interpreter-resources/>

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

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

<b>Certification Level</b>	<b>Hourly Rate</b>
Master	\$75
Certified	\$60
Qualified	\$40
Registered	\$55

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

**E. SPECIFIC INTERPRETER REQUEST:**

- a. Commonwealth agencies may require the same interpreter for a proceeding in which he or she interpreted previously.

**F. INTERPRETER ARRIVAL / SECURITY:**

- a. The interpreter may be required to arrive at least 15 minutes prior to the scheduled time of the on-site service and be ready to receive any instructions from the requesting agency or to prepare for the proceeding. This time will be included in the two (2) hour minimum for payment purposes. The Contractor is responsible for taking all necessary actions to obtain adequate transportation, accurate times, locations, directions, telephone numbers, contact person(s) and any other information or actions to ensure that they are present at the proper location and time. The Contractor must be aware and adhere to any security clearances if applicable at the agency’s location. Note: the security clearance procedure may require the interpreter to provide photo identification.
- b. The Contractor will be reimbursed for the total time the Contractor is on-site performing services under the contract. Performance time shall include the fifteen (15) minutes preceding the scheduled time for performance or any time longer requested by the agency.

**G. INTERPRETER AND CONTRACTOR AVAILABILITY:**

- a. Because of the various agencies utilizing these services, interpreters must be available on business days, during Commonwealth business hours from 7AM to 6PM EST. Additionally, there must be coverage in the prime contractor's office from 8:30AM to 5:00PM EST for agencies to contact the Contractor as needed. Between 5:00PM and 7:00 AM, and on non-business days, interpreters and contractor(s) must have a voice mail mechanism for an agency to leave a message and messages returned within 24 hours. This is necessary because interpreters may be needed on weeknights and weekends on occasion, for engagements such as town meetings, or Commonwealth facilities requiring services.
- b. Agencies may require On-Call status, which requires the interpreter to provide service at the discretion of the agency when interpreters are not present on grounds. When designated On-Call, the interpreter must be within twenty (20) minutes travel time to the location, must be able to respond to emergencies, and provide interpretation service once at the location. When agencies need On-Call coverage, the service will be requested on the best value determination form.

**H. ACCURACY:**

- a. The interpreter shall be responsible for accurate communication between individuals with and without hearing loss, taking into consideration the cultural or linguistic differences.

**I. STUDENT INTERPRETER IN TRAINING:**

- a. The Contractors must be flexible to allow an interpreting student and/or mentor to observe his/her work from time to time. The Contractors have the right to refuse an interpreting student at an assignment if the Contractor deems it not to be appropriate. The Contractor must be told in advance that an interpreter student might be observing and provide the opportunity to the interpreter to refuse the assignment. Contractor understands and accepts that an interpreting student and/or mentor is not paid for observing and/or training.

**J. TEAM INTERPRETING:**

- a. Due to the complexity and length of requested interpretation, there may be instances where team interpreting may be needed to fulfill an assignment. It is the interpreter's responsibility to inform and receive approval from the requesting agency when this would be applicable. The interpreter shall provide detailed information to the agency as to what kind of interpreter is needed, etc.

**K. PERFORMANCE STANDARDS:**

- a. The Contractor is expected to utilize standards of professionalism in all aspects of the performance of the contract. All personnel will be fully qualified for the performance of the task to which assigned.

#### **IV-4. PRICING AND INVOICING:**

##### **A. MINIMUM PAYMENT:**

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

##### **B. GENERAL:**

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

##### **C. INVOICES:**

Agencies may request a copy of invoices to be sent to them. This requirement will be specified in the agency Request for Quote (RFQ), if applicable. This would be in addition to the invoice submission as referenced in the Terms and Conditions, Section **V.21 CONTRACT-015.2 Billing Requirements**. For information about the Office of Budget's e-invoicing program click: <http://www.budget.pa.gov/Programs/Pages/E-Invoicing.aspx>

##### **D. TRAVEL:**

- a. Travel shall be reimbursed per [Commonwealth Management Directive 230.10](#). The Commonwealth will not pay mileage if the assignment is within a 20 miles of the interpreter's residence and/or Contractor business address. Any travel for an interpreter that would be more than 100 miles roundtrip must be pre-approved by the requesting agency. The contractor shall be responsible to provide interpreters as close to the service location as possible.
- b. No travel or parking fees will be paid to the interpreter from the interpreter's residence/business/employer's address to the full-time assignment person's normal business location.

##### **E. COMMONWEALTH CANCELS:**

- a. If the Commonwealth agency cancels a service with less than 24-hour notice, the Contractor shall be reimbursed for two hours at the contractual rate of the requested language. The Contractor shall submit an invoice for the two hours and provide an explanation that the invoice is for a cancellation with less than 24-hour notice. If cancellation is less than 24 hours, the agency shall provide a telephone call, leaving a voice message if no one is available

**F. CONTRACTOR CANCELS INTERPRETER SERVICE:**

- a. If the awarded Contractor cancels a service with less than 24-hour notice, the agency will be reimbursed for two (2) hours at the contractual rate of the requested language. The Contractor shall submit a check for the two (2) hours per instructions in the above Section C, Invoices.

**G. CONTRACTOR CANCELS ONE OF TEAM INTERPRETATION SERVICE:**

- a. If a team interpretation was required, and the Contractor did not provide another interpreter (provided the Commonwealth was informed of such), the interpreter will not be penalized. Cancellation notification will be a telephone call and/or message to the scheduler listed on the request.

**H. SERVICE NOT PROVIDED/NO SHOW:**

- a. In the event the Contractor's interpreter is determined unavailable for a proceeding after it was scheduled and the Contractor does not provide a replacement interpreter (if requested by the Agency) OR a scheduled interpreter does not show up and the Commonwealth must utilize another Contractor's interpreter, the awarded Contractor will be responsible to reimburse the commonwealth agency for the difference in costs incurred, plus a no-show fee of \$50.00.
- b. Interpreter replacement and cancellation notification will be by telephone call and/or message to the scheduler listed on the request.

**I. LATE ARRIVAL:**

- a. It is the responsibility of the interpreter to provide notice to the agency scheduler if they are running late (i.e. traffic, accident, etc.).
- b. In the event an interpreter is late and the agency utilizes the interpreter, the agency will only be billed for the time of actual services provided and a late fee of \$50 will be assessed for each late arrival of an interpreter. The late fee shall be reimbursed to the Commonwealth agency. An agency is not required to use the interpreter if it is determined they cannot wait. No payment, including the two (2) hour minimum, will be made in this case even if the interpreter shows up.
- c. If an interpreter fails to provide notification of late arrival to the agency scheduler prior to the scheduled time of services, the agency at its discretion may contact another Contractor on contract for services. If a different contractor's interpreter is utilized, no payment will be paid to the initial contractor and the initial contractor will be responsible for reimbursing the Commonwealth for the difference in cost incurred for the second contractor's interpreter, plus the \$50 late fee.

**J. AFTER HOURS/HOLIDAYS:**

- a. Pricing for After-hours/Holidays will automatically populate at 1.5 times the standard hourly rate entered on Attachment A, Hourly Rate and Service Location. After-hours are considered the weekend hours of Friday 6PM to Monday 6:59AM and Tuesday, Wednesday, Thursday 6PM to 6:59AM the next business day. Only hours during this time period will be paid at the increased rate. Commonwealth of Pennsylvania (COPA) observed holidays are as listed below:

**HOLIDAYS:** The state holidays are as follows:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veterans Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. Christmas Day

**K. EXTENDED STAY ASSIGNMENTS:**

- a. For purposes of this contract, extended stay assignments are defined as more than 30 consecutive days of an assignment to one individual. *Note Management Directive 230.10 Amended November 1, 2011 defines extended stay as 60 days.* Parking, mileage, and tolls, plus overnight accommodations, and meals in accordance with Commonwealth Travel Regulations *if approved by the contracting agency* will be paid if the interpreter travels to a meeting, convention, etc. to assist their extended stay or permanent assignment.
- b. Pricing for extended stay assignments will be automatically calculated from the standard rate entered on Attachment A, Hourly Rate and Service Location at 60% of the standard hourly rate. DGS reserves the right to not award a contract based on standard hourly rate being more than 20% higher than the average standard rate received for the bid.
- c. Reimbursement, will be handled as stated in Management Directive 230.10: Commonwealth travelers on official commonwealth business will receive reimbursement of actual expenses incurred in the performance of their duties within prescribed maximums with complete justification for incurred expenses that must be included with the submission of the travel expense report (TER). Justification includes matching receipts, approved expense verification methods, and/or when required, explanations in the corresponding comments section in the TER.

Submission of a TER must occur within 60 business days of the date of travel. Travel expenses are reimbursed by the commonwealth within 15 business days of receiving an approved TER with all applicable attachments and receipts.

#### **V-5. REPORTING AND PROJECT CONTROL:**

- A. The awarded Contractors shall submit to the DGS Contract Administrator a semi-annual report (Attachment F). Reports shall be submitted to the contract administrator by January 15<sup>th</sup> and July 15<sup>th</sup> respectively. The report shall include:
1. The number of service requests and fulfilled requests by Agency and Program Location; the number of no shows and late arrivals.
  2. Number of skilled interpreters the awarded Contractor has on staff for legal and medical interpretation, if awarded contractor is a company and/or referral service.
  3. The amount invoiced to each using agency; the amount each using agency has paid to the Contractor, including any Commonwealth P-Card spend separately, and the amount due >90 days to include PO numbers.
  4. Number of complaints by Agency, issue, status, name of interpreter and date resolved.
  5. Performance measurements and any fees by quarter and on an annual basis.

#### **VI-6. SERVICE LEVEL AGREEMENTS (SLAs):**

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

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

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

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

1. A discussion will take place between the awarded Contractor and the Commonwealth Contract Administrator. The Contractor will be given a written warning, and required



to develop a corrective action plan submitted to DGS within one week showing how they will improve on the problem area(s).

2. If a second quarterly review occurs with minimal or no improvement in the problem areas, the awarded Contractor will be placed on Probation and the awarded Contractor will be given an additional one (1) week to provide an optional plan of improvement on the problem area(s). The Contractor as well as agency must sign off on this improvement plan
3. If a third quarterly review finds below-threshold scores with the same SLA's, the awarded Contractor will be entered into the Commonwealth's Contractor Responsibility Program file for poor contract performance and the contract or any part of the contract may be terminated by the Commonwealth at its discretion.
4. For reimbursements to the Commonwealth, a check in the appropriate amount shall be made payable to the Agency and submitted to the DGS contract administrator with a detailed report within 30 days of infraction to include, at a minimum, the ID number of request, Agency, PO #, issue/description of incident, and the name of interpreter.

**CONTRACTING OFFICE:** This Contract is administered by the Commonwealth of Pennsylvania, Department of General Services, Bureau of Procurement. All inquiries should be referred to:

Adraine E. Franklin, Contracting Officer  
Department of General Services  
Bureau of Procurement  
Forum Place, 555 Walnut Street, 6<sup>th</sup> floor  
Harrisburg, PA 17101-1914  
Telephone: (717) 787-8085  
Email: [afranklin@pa.gov](mailto:afranklin@pa.gov)

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## **PART I - GENERAL INFORMATION**

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

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

The Commonwealth of Pennsylvania (Commonwealth) is issuing this Invitation for Bids (IFB) to meet the needs of COMMONWEALTH AGENCIES to satisfy a need for Sign Language Interpretation & Transliteration Svc.

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

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

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

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

#### **I.4 IFB-009.1 Questions (February 2012)**

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

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

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

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

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

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

- c. Bids must be firm. If a Bid is submitted with conditions or exceptions or not in conformance with the terms

and conditions referenced in the IFB Form, it shall be rejected. The Bid shall also be rejected if the items offered by the Bidder are not in conformance with the specifications as determined by the Commonwealth.

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

#### **I.7 IFB-024.1 Bid Protest Procedure (April 2016)**

The Bid Protest Procedure is on the DGS website at

<http://www.dgs.pa.gov/Documents/Procurement%20Forms/Handbook/Pt1/Pt%20I%20Ch%2058%20Bid%20Protests.pdf>

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

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

#### **I.9 IFB-027.1 COSTARS Program (January 2017)**

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

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

1. A “local public procurement unit” is:

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

The Department reserves the right to review and determine eligible applicants as Local Public Procurement Units on a case-by-case basis.

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 COSTARS Program is not available for use by Executive Agencies and Independent Agencies as defined by the Commonwealth Procurement Code, or any agency or entity using funds appropriated to the Department of General Services through Capital Budget Project Itemization legislation for the procurement of furniture, fixtures, and equipment.

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.costars.state.pa.us/SearchCOMember.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:

<b>Contractor Classification</b>	<b>Required Administrative Fee</b>
DGS-verified Small Diverse Business Bidder	\$166
DGS Self-Certified Small Business Bidder	\$500
All Other Bidders	\$1,500

1. Each bidder electing to permit COSTARS Members to participate in the Contract must submit the COSTARS Program Election to Participate form with its bid submittal and pay the applicable 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 or Department of General Services-verified Small Diverse Business, a copy of its active Small Business Contracting Program certificate must be included with the bid submittal.

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

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

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

award and prior to the renewal date for each succeeding Contract period.

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

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

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

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

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

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

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

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

1. The Contractor shall submit the reports through the web-based COSTARS Suppliers' Gateway of the PA Supplier Portal at <https://pasupplierportal.state.pa.us/irj/portal/anonymous> , Enterprise Applications. If a Contractor does not have access to the Internet, the Contractor shall send the reports, using the form and in the format prescribed by DGS, on compact disc via US Postal Service to the DGS COSTARS Program Office, Bureau of Procurement, 6th Floor Forum Place, 555 Walnut Street, Harrisburg, PA 17101-1914.

2. For each PO received, the Contractor shall include on the report the name and address of each COSTARS-Registered Purchaser that has used the Contract along with the sales date, and dollar volume of sales to the specific Purchaser for the reporting period.

3. DGS may suspend the Contractor's participation in the COSTARS Program for failure to provide the Quarterly Sales Report within the specified time.

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

1. If the Contractor is aware of any qualified entity not currently registered and wishing to participate in the COSTARS Program, please refer the potential purchaser to the DGS COSTARS Website at [www.costars.state.pa.us](http://www.costars.state.pa.us) , where it may register by completing the online

registration form and receiving DGS confirmation of its registration. To view a list of currently-registered COSTARS member entities, please visit the COSTARS website.

2. Direct all questions concerning the COSTARS Program to:

Department of General Services  
COSTARS Program  
555 Walnut Street, 6th Floor  
Harrisburg, PA 17101  
Telephone: 1-866-768-7827  
E-mail [GS-PACostars@pa.gov](mailto:GS-PACostars@pa.gov)

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

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

**I.11 IFB-031.1 Alternates (Oct 2013)**

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.12 IFB-032.1 New Equipment (Nov 2006)**

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

**I.13 I-IFB-033.1 Modification or Withdrawal of Bid (Nov 2006)**

- a. Bid Modification Prior to Bid Opening. Bids may be modified only by written notice or in person prior to the exact hour and date specified for Bid opening.
- 1) If a Bidder intends to modify its Bid by written notice, the notice must specifically identify the Bid to be modified and must be signed by the Bidder. The Bidder must include evidence of authorization for the individual who signed the modification to modify the Bid on behalf of the Bidder. The Bid modification must be received in a sealed envelope. The sealed envelope must identify the assigned Collective Number and the Bid Opening Time, and should state that enclosed in the envelope is a Bid modification
  - 2) If a Bidder intends to modify its Bid in person, the individual who will modify the Bid must arrive in the Bid Opening Room prior to the Bid Opening Time, show a picture identification and provide evidence of his/her



authorization to modify the Bid on behalf of the Bidder. If a Bidder intends to modify its Bid in person, the Bidder may do so only in the presence of an agency employee. (The agency employee will observe the actions taken by the individual to modify the Bid, but will not read the Bid or the modification).

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

#### **I.14 I-IFB-034.1 Rejection of Bids (Nov 2006)**

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

#### **I.15 Submission-001.1 Representations and Authorizations (February 2017)**

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.

L. The Offeror is not currently engaged, and will not during the duration of the contract engage, in a boycott of a person or an entity based in or doing business with a jurisdiction which the Commonwealth is not prohibited by Congressional statute from engaging in trade or commerce.

## **PART II - REQUIREMENTS**

### **PART II - REQUIREMENTS**

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

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

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

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

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

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

## **PART III - SELECTION CRITERIA**

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

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

To be eligible for selection, a bid must be:

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

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

Award will be made to all responsive and responsible bidders.

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

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

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

All tie bids will be broken by the Issuing Office.

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

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

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

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

**PART IV - WORK STATEMENT**

**PART IV - WORK STATEMENT**

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

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

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

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

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

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

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

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

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

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

#### **V.3 CONTRACT-002.2b Renewal of Contract Term – Mutual (Oct 2013)**

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

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

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

#### **V.5 CONTRACT-003.1a Signatures – Contract (July 2015)**

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 CONTRACT-004.1a Definitions (Oct 2013)**

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

a. Agency: The department, board, commission or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this contract, that entity shall also be identified as "Agency".

b. Contracting Officer: The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.

c. Days: Unless specifically indicated otherwise, days mean calendar days.

d. Developed Works or Developed Materials: All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other tangible material without limitation authored or prepared by Contractor as the work product covered in the scope of work for the Project.

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

f. Services: All Contractor activity necessary to satisfy the Contract.

#### **V.7 CONTRACT-005.1d Purchase Orders (July 2015)**

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

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

#### **V.9 CONTRACT-007.01b Delivery of Services (Nov 30 2006)**

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

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

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

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

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

#### **V.12 CONTRACT-009.1c Patent, Copyright, and Trademark Indemnity (Oct 2013)**

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

The Contractor shall defend any suit or proceeding brought against the Commonwealth on account of any alleged



patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of the Contract.

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

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

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

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

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

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

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

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

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

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

#### **V.15 CONTRACT-011.1a Compliance With Law (Oct 2006)**

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

#### **V.16 CONTRACT-013.1 Environmental Provisions (Oct 2006)**

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

#### **V.17 CONTRACT-014.1 Post-Consumer Recycled Content (June 2016)**

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

#### **V.18 CONTRACT-014.3 Recycled Content Enforcement (February 2012)**

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

#### **V.19 CONTRACT-015.1 Compensation (Oct 2006)**

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

#### **V.20 CONTRACT-015.1A Compensation/Expenses (Oct 2013)**

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

#### **V.21 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.22 CONTRACT-016.1 Payment (Oct 2006)**

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

#### **V.23 CONTRACT-016.2 ACH Payments (Aug 2007)**

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

#### **V.24 CONTRACT-017.1 Taxes (Dec 5 2006)**

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

#### **V.25 CONTRACT-018.1 Assignment of Antitrust Claims (Oct 2006)**

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

#### **V.26 CONTRACT-019.1 Hold Harmless Provision (Nov 30 2006)**

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

#### **V.27 CONTRACT-020.1 Audit Provisions (Oct 2006)**

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

#### **V.28 CONTRACT-021.1 Default (Oct 2013)**

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. In the event that the Commonwealth terminates this Contract or any Purchase Order in whole or in part as provided in Subparagraph a. above, the Commonwealth may procure, upon such terms and in such manner as it determines, items similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items included within the terminated part of the Contract or Purchase Order.

c. If the Contract or a Purchase Order is terminated as provided in Subparagraph a. above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract or Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the Commonwealth against loss.

d. The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

e. The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.

f. Following exhaustion of the Contractor's administrative remedies as set forth in the Contract Controversies Provision of the Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

#### **V.29 CONTRACT-022.1 Force Majeure (Oct 2006)**

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

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

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

#### **V.30 CONTRACT-023.1a Termination Provisions (Oct 2013)**

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.31 CONTRACT-024.1 Contract Controversies (Oct 2011)**

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

### **V.32 CONTRACT-025.1 Assignability and Subcontracting (Oct 2013)**

- 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.33 CONTRACT-026.1 Other Contractors (Oct 2006)**

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

### **V.34 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (March 2015)**

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
7. The 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.
8. 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.35 CONTRACT-028.1 Contractor Integrity Provisions (January 2015)**

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

**1. DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

**a. "Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

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

**c. "Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.

**d. "Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.

**e. "Financial Interest"** means either:

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

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

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

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

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

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

**b.** Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

**c.** Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.

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

**e.** Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

- (1)** been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
- (2)** been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
- (3)** had any business license or professional license suspended or revoked;
- (4)** had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
- (5)** been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract 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.

**f.** Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.

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

**h.** Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that is has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

**i.** Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged

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

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

#### **V.36 CONTRACT-029.1 Contractor Responsibility Provisions (Nov 2010)**

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

**1.** The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.

**2.** The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

**3.** The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

**4.** The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.

**5.** The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for

investigative costs for investigations that do not result in the Contractor's suspension or debarment.

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

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

**V.37 CONTRACT-030.1 Americans with Disabilities Act (Oct 2006)**

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

**V.38 CONTRACT-032.1 Covenant Against Contingent Fees (Oct 2006)**

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

**V.39 CONTRACT-033.1 Applicable Law (Oct 2006)**

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

**V.40 CONTRACT- 034.1b Integration (Nov 30 2006)**

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

#### **V.41 CONTRACT-034.2b Order of Precedence - IFB (Dec 6 2006)**

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

#### **V.42 CONTRACT-034.3 Controlling Terms and Conditions (Aug 2011)**

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

#### **V.43 CONTRACT-035.1a Changes (Oct 2006)**

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

#### **V.44 CONTRACT-036.1 Background Checks (February 2016)**

a. The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth facilities, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.psp.state.pa.us/psp/lib/psp/sp4-164.pdf>. The background check must be conducted prior to initial access and on an annual basis thereafter.

b. Before the Commonwealth will permit access to the Contractor, the Contractor must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that a Contractor employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this Section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of the Commonwealth may result in the Contractor being deemed in default of its Contract.

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

d. Access to certain Capitol Complex buildings and other state office buildings is controlled by means of card readers and secured visitors' entrances. Commonwealth contracted personnel who have regular and routine business

in Commonwealth worksites may be issued a photo identification or access badge subject to the requirements of the contracting agency and DGS set forth in [Enclosure 3 of Commonwealth Management Directive 625.10 \(Amended\) Card Reader and Emergency Response Access to Certain Capitol Complex Buildings and Other State Office Buildings](#). The requirements, policy and procedures include a processing fee payable by the Contractor for contracted personnel photo identification or access badges.

**V.45 CONTRACT-037.1a Confidentiality (Oct 2013)**

(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:
  - (i) the attached document contains confidential or proprietary information or trade secrets;
  - (ii) the Contractor is submitting the document in both redacted and un-redacted format in accordance with 65 P.S.

§ 67.707(b); and

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

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

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

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

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

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

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

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

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

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

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

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

provided by the RTKL if the fee schedule is inapplicable.

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

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

#### **V.48 CONTRACT-053.1 Enhanced Minimum Wage Provisions (July 2016)**

**1. Enhanced Minimum Wage.** Contractor/Lessor agrees to pay no less than \$10.15 per hour to its employees for all the hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.

**2. Adjustment.** Beginning January 1, 2017, and annually thereafter, Contractor/Lessor shall pay its employees described in Paragraph 1. above an amount that is no less than the amount previously in effect; increased from such amount by the annual percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (United States city average, all items, not seasonally adjusted), or its successor publication as determined by the United States Bureau of Labor Statistics; and rounded to the nearest multiple of \$0.05. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.

**3. Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:

- a. exempt from the minimum wage under the Minimum Wage Act of 1968;
- b. covered by a collective bargaining agreement;
- c. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
- d. required to be paid a higher wage under any state or local policy or ordinance.

**4. Notice.** Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.

**5. Records.** Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.

**6. Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.

**7. Subcontractors.** Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.



## SOLICITATION ADDENDUM

Date: **September 11, 2017**  
Subject: **Sign Language Interpretation and Transliteration Services**  
Solicitation Number: **6100043317**  
Due Date/Time: **September 13, 2017/4:00 p.m.**  
Addendum Number: **1**

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To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation “Addendum” as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals).

*List any and all changes:* The solicitation due time is 4:00 p.m.

**Supplier Question: Whether companies from Outside USA can apply for this?**

Answer: Any registered supplier that meets the qualifications as a responsive, responsible supplier and can perform the tasks outlined may respond to Solicitation 6100043317.

**Supplier Question: Whether we need to come over there for meetings?**

Answer: Yes, in person meetings may be required during the contract term.

**Supplier Question: Can we perform the tasks (related to the RFP) outside the USA?**

Answer: Per the Statement of Work of the IFB: The Commonwealth requires sign language interpreters and transliterators to perform the services on-site at agency locations or other public and private facilities as determined by the requesting agency.

**Supplier Question: Can we submit the proposals via email?**

Answer: All responses to this IFB must be submitted through the <https://www.pasupplierportal.state.pa.us>

**Supplier Question: What is the anticipated or historic annual volume of sign language interpretation needs?**

Answer: The historic annual spend for Sign Language Interpretation and Transliteration Services is \$840,000.

**Supplier Question: Do we need to have 3 Reference Letters with Attachment E?**

Answer: Suppliers are not required to provide Reference Letters with Attachment E.

**Supplier Question: Do we need a Narrative to be with Attachment E? If not, then where?**

Answer: Suppliers are not required to provide a Narrative with Attachment E, nor with the bid.

**Supplier Question: Lastly, I have attached the Best Value Determination form. Is this the correct way to fill it out?**

Answer: The Best Value Determination form attached to the solicitation is a Commonwealth Agency task and should not be filled out by the supplier.

**Supplier Question: I am a bit confused when it comes administrative fees. We service Virginia, D.C., Maryland, West Virginia and just a little of Pennsylvania with the hope of doing more. I know we are registered with state of Pennsylvania, but I do not think we are registered with DGS. Does that mean that we would have to pay \$1,500 (All Other Bidders) below? We just want to be aware of the cost to provide a response to this solicitation.**

Answer: COSTARS is an optional program which gives suppliers the opportunity to sell to municipalities and local governments. If awarded a contract, contractors interested in the program shall pay the Required Administrative Fee applicable to the Contractor's classification. There is not a fee for businesses to register as a supplier on the PA Supplier Portal ([www.pasupplierportal.state.pa.us](http://www.pasupplierportal.state.pa.us)) as outlined in the Statement of Work, IV-2 Criteria for Qualification.

Type of Solicitation: Electronic Bid (SRM) - Review the Questions section of your solicitation response to ensure you have responded, as required, to any questions relevant to solicitation addenda issued subsequent to the initial advertisement of the solicitation opportunity.

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous solicitation addenda, remain as originally written.

Respectfully,

Name: Adraine E. Franklin  
Title: Commodity Specialist  
Phone: 717-787-8085  
Email: afranklin@pa.gov

## SOLICITATION ADDENDUM

Date: **September 12, 2017**  
Subject: **Sign Language Interpretation and Transliteration Services**  
Solicitation Number: **6100043317**  
Due Date/Time: **September 13, 2017/4:00 p.m.**  
Addendum Number: **2**

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To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation “Addendum” as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals).

*List any and all changes:*

**Supplier Question: Is there an incumbent vendor for this bid?**

Answer: The current contractors can be found at [www.emarketplace.state.pa.us](http://www.emarketplace.state.pa.us); the Parent Contract Number is 4400009664.

**Supplier Question: If there is an incumbent, at what rates are services being offered?**

Answer: Contract pricing can be found at [www.emarketplace.state.pa.us](http://www.emarketplace.state.pa.us).

**Supplier Question: Can the Commonwealth of PA provide us with volume estimates for interpreting services that will be required as part of any contract resulting from this. Approximately how many hours of interpreting will be required?**

Answer: The estimated volume of services is not available; however, the historical spend is answered via Addendum 1.

**Supplier Question: Can the Commonwealth of PA provide us with historical translation/VRI usage? Approximately how many words of translation and how many minutes of VRI have been required in the past?**

Answer: The Commonwealth of PA does not utilize VRI usage, and the historical translation usage requested is not tracked.

**Supplier Question: Travel, paragraph A, the Commonwealth Management Directive 230.10 does not address mileage reimbursement for contractors when in excess of 20 miles. Please clarify the reimbursement guidelines?**



Answer: Mileage in excess of 20 miles will be reimbursed based upon the current mileage reimbursement rate. Additional travel information can be found at [www.travel.pa.gov](http://www.travel.pa.gov).

**Supplier Question: Since every responsive bidder is awarded, how does the Commonwealth of PA determine which bidder to utilize for any given assignment?**

Answer: The Sign Language Statement of Work outlines the selection process in Section IV-3, Part A, Best Value Determination.

**Supplier Question: Are we required to enroll into COSTARS?**

Answer: COSTARS is an optional program, bidders are not required to enroll.

**Supplier Question: I want to make sure I didn't miss anything in the terms and conditions document: we need to attach, at minimum Attachment A – Hourly Rate and County Capability Worksheet, Attachment B – Domestic Workforce, Attachment C – Lobbying Certification, Attachment D – Iran Free?**

Answer: The required bid documents can be found in the Sign Language Statement of Work, Section IV-2, Criteria for Qualification, Section D, Bid Submission.

**Supplier Question: I also believe that if we're selected, you'll have more document requirements. Can you confirm?**

Answer: Awarded contractors will be notified if additional documents are required.

Type of Solicitation: Electronic Bid (SRM) - Review the Questions section of your solicitation response to ensure you have responded, as required, to any questions relevant to solicitation addenda issued subsequent to the initial advertisement of the solicitation opportunity.

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous solicitation addenda, remain as originally written.

Respectfully,

Name: Adraine E. Franklin  
Title: Commodity Specialist  
Phone: 717-787-8085  
Email: [afranklin@pa.gov](mailto:afranklin@pa.gov)

Attachment A - Hourly Rate and County Service Area

Contractor Name: \_\_\_\_\_

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

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

Counties	Standard		Medical		After Hours & Holidays		Extended Stay		AOPC Capability
	Capability	Hourly Rate	Capability	Hourly Rate	Capability	Hourly Rate	Capability	Hourly Rate	
Adams						\$ -		\$ -	
Allegheny						\$ -		\$ -	
Armstrong						\$ -		\$ -	
Beaver						\$ -		\$ -	
Bedford	X	\$65.	X	\$65.	X	\$70 -	X	\$65 -	X
Berks						\$ -		\$ -	
Blair	X	\$65.	X	\$65.	X	\$70 -	X	\$65 -	X
Bradford						\$ -		\$ -	
Bucks						\$ -		\$ -	
Butler						\$ -		\$ -	
Cambria	X	\$65.	X	\$65.	X	\$70 -	X	\$60 -	X
Cameron						\$ -		\$ -	
Carbon						\$ -		\$ -	
Centre	X	\$65.	X	\$65.	X	\$70 -	X	\$65 -	X
Chester						\$ -		\$ -	
Clarion						\$ -		\$ -	
Clearfield						\$ -		\$ -	
Clinton						\$ -		\$ -	
Columbia						\$ -		\$ -	
Crawford						\$ -		\$ -	

Attachment A - Hourly Rate and County Service Area

Counties	Standard	Medical	After Hours & Holidays	Extended Stay		AOPC
				\$	-	
Cumberland				\$	-	
Dauphin				\$	-	
Delaware				\$	-	
Elk				\$	-	
Erie				\$	-	
Fayette				\$	-	
Forest				\$	-	
Franklin				\$	-	
Fulton				\$	-	
Greene				\$	-	
Huntington	X		X	\$	70--	X
Indiana	X		X	\$	70--	X
Jefferson				\$	-	
Juniata				\$	-	
Lackawanna				\$	-	
Lancaster				\$	-	
Lawrence				\$	-	
Lebanon				\$	-	
Lehigh				\$	-	
Luzerne				\$	-	
Lycoming				\$	-	
McKean				\$	-	
Mercer				\$	-	
Mifflin				\$	-	
Monroe				\$	-	
Montgomery				\$	-	
Montour				\$	-	
Northampton				\$	-	
Northumberland				\$	-	
Perry				\$	-	
Philadelphia				\$	-	
Pike				\$	-	

Attachment A - Hourly Rate and County Service Area

Countries	Standard		Medical		After Hours & Holidays		Extended Stay		AOPC
Potter					\$	-	\$	-	
Schuykill					\$	-	\$	-	
Snyder					\$	-	\$	-	
Somerset	X	\$65.	X	\$65.00	\$	70-	\$	65-	X
Sullivan					\$	-	\$	-	
Susquehanna					\$	-	\$	-	
Tioga					\$	-	\$	-	
Union					\$	-	\$	-	
Venango					\$	-	\$	-	
Warren					\$	-	\$	-	
Washington					\$	-	\$	-	
Wayne					\$	-	\$	-	
Westmoreland	X	\$65.	X	\$65.	\$	70-	\$	65-	X
Wyoming					\$	-	\$	-	
York					\$	-	\$	-	

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

\$10.00