



FULLY EXECUTED - CHANGE 9
Contract Number: 4400018477
Original Contract Effective Date: 01/12/2018
Contract Change Date: 09/19/2023
Valid From: 02/01/2018 To: 09/30/2024

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

Your SAP Vendor Number with us: 215482

Purchasing Agent

Name: Kline Tyler
Phone: 717-787-4718
Fax: 717-214-9505

Supplier Name/Address:
REDWOOD TOXICOLOGY LABORATORY INC
3650 WESTWIND BLVD
SANTA ROSA CA 95403-1066 US

Please Deliver To:

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

Supplier Phone Number: 8002552159
Supplier Fax Number: 707-577-8102

Contract Name:
Drug and Alcohol Testing

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
2	Drug and Alcohol Testing	0.000		0.00	1	0.00

General Requirements for all Items:

Information:

Supplier's Signature _____
Printed Name _____

Title _____
Date _____



FULLY EXECUTED - CHANGE 9
Contract Number: 4400018477
Original Contract Effective Date: 01/12/2018
Contract Change Date: 09/19/2023
Valid From: 02/01/2018 To: 09/30/2024

Supplier Name:
REDWOOD TOXICOLOGY LABORATORY INC

Header Text

Contract Extended to 9/30/2024 per EP 37057 Documents are in records management. Updated Contract Owner to Tyler Kline. TK 9/7/2023

Termination Date has been extended to 9/30/2023 per sole source 50898. Applicable documents can be found in SRM - Records Management. SD

4400018477 has been renewed until December 31, 2021 - cw

This Contract is for Drug and Alcohol Testing.

Supplier Contact information:

Gina Mazzocco
Phone: 800-255-2159 X 34304
E-mail: gmazzocco@redwoodtoxicology.com

Kitta Kousonsavath
Phone: 800-255-2159 X 34382
E-mail: kkousonsavath@redwoodtoxicology.com

Pricing is attached in documents
This supplier is a COSTAR participant
Lots 1, 2 & 4
Supplier accepts P-card payment

No further information for this Contract

Information:



FULLY EXECUTED - CHANGE 8
Contract Number: 4400018477
Original Contract Effective Date: 01/12/2018
Contract Change Date: 04/19/2023
Valid From: 02/01/2018 To: 09/30/2023

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

Your SAP Vendor Number with us: 215482

Purchasing Agent

Name: Walters Corinna
Phone: 717-346-7097
Fax: 717-783-6241

Supplier Name/Address:
REDWOOD TOXICOLOGY LABORATORY INC
3650 WESTWIND BLVD
SANTA ROSA CA 95403-1066 US

Please Deliver To:

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

Supplier Phone Number: 8002552159

Supplier Fax Number: 707-577-8102

Contract Name:
Drug and Alcohol Testing

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
2	Drug and Alcohol Testing	0.000		0.00	1	0.00

General Requirements for all Items:

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____



FULLY EXECUTED - CHANGE 8
Contract Number: 4400018477
Original Contract Effective Date: 01/12/2018
Contract Change Date: 04/19/2023
Valid From: 02/01/2018 To: 09/30/2023

Supplier Name:
REDWOOD TOXICOLOGY LABORATORY INC

Header Text

Termination Date has been extended to 9/30/2023 per sole source 50898. Applicable documents can be found in SRM - Records Management. SD

4400018477 has been renewed until December 31, 2021 - cw

This Contract is for Drug and Alcohol Testing.

Supplier Contact information:

Gina Mazzocco
Phone: 800-255-2159 X 34304
E-mail: gmazzocco@redwoodtoxicology.com

Kitta Kousonsavath
Phone: 800-255-2159 X 34382
E-mail: kkousonsavath@redwoodtoxicology.com

Pricing is attached in documents
This supplier is a COSTAR participant
Lots 1, 2 & 4
Supplier accepts P-card payment

No further information for this Contract

Information:



FULLY EXECUTED - CHANGE 7
Contract Number: 4400018477
Original Contract Effective Date: 01/12/2018
Contract Change Date: 03/15/2023
Valid From: 02/01/2018 To: 09/30/2023

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

Your SAP Vendor Number with us: 215482

Purchasing Agent

Name: Danner Shawn
Phone: 717-787-8085
Fax:

Supplier Name/Address:
REDWOOD TOXICOLOGY LABORATORY INC
3650 WESTWIND BLVD
SANTA ROSA CA 95403-1066 US

Please Deliver To:

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

Supplier Phone Number: 8002552159
Supplier Fax Number: 707-577-8102

Contract Name:
Drug and Alcohol Testing

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 ***						
2	Drug and Alcohol Testing	0.000		0.00	1	0.00

General Requirements for all Items:

Information:

Supplier's Signature _____
Printed Name _____

Title _____
Date _____



FULLY EXECUTED - CHANGE 7
Contract Number: 4400018477
Original Contract Effective Date: 01/12/2018
Contract Change Date: 03/15/2023
Valid From: 02/01/2018 To: 09/30/2023

Supplier Name:
REDWOOD TOXICOLOGY LABORATORY INC

Header Text

Termination Date has been extended to 9/30/2023 per sole source 50898. Applicable documents can be found in SRM - Records Management. SD

4400018477 has been renewed until December 31, 2021 - cw

This Contract is for Drug and Alcohol Testing.

Supplier Contact information:

Gina Mazzocco
Phone: 800-255-2159 X 34304
E-mail: gmazzocco@redwoodtoxicology.com

Kitta Kousonsavath
Phone: 800-255-2159 X 34382
E-mail: kkousonsavath@redwoodtoxicology.com

Pricing is attached in documents
This supplier is a COSTAR participant
Lots 1, 2 & 4
Supplier accepts P-card payment

No further information for this Contract

Information:



FULLY EXECUTED - CHANGE 6
Contract Number: 4400018477
Original Contract Effective Date: 01/12/2018
Contract Change Date: 01/24/2022
Valid From: 02/01/2018 To: 03/31/2023

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

Your SAP Vendor Number with us: 215482

Purchasing Agent

Name: Danner Shawn
Phone: 717-787-8085
Fax:

Supplier Name/Address:
REDWOOD TOXICOLOGY LABORATORY INC
3650 WESTWIND BLVD
SANTA ROSA CA 95403-1066 US

Please Deliver To:

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

Supplier Phone Number: 8002552159
Supplier Fax Number: 707-577-8102

Contract Name:
Drug and Alcohol Testing

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 ***						
2	Drug and Alcohol Testing	0.000		0.00	1	0.00

General Requirements for all Items:

Information:

Supplier's Signature _____
Printed Name _____

Title _____
Date _____



FULLY EXECUTED - CHANGE 6
Contract Number: 4400018477
Original Contract Effective Date: 01/12/2018
Contract Change Date: 01/24/2022
Valid From: 02/01/2018 To: 03/31/2023

Supplier Name:
REDWOOD TOXICOLOGY LABORATORY INC

Header Text

4400018477 has been renewed until December 31, 2021 - cw

This Contract is for Drug and Alcohol Testing.

Supplier Contact information:

Gina Mazzocco
Phone: 800-255-2159 X 34304
E-mail: gmazzocco@redwoodtoxicology.com

Kitta Kousonsavath
Phone: 800-255-2159 X 34382
E-mail: kkousonsavath@redwoodtoxicology.com

Pricing is attached in documents
This supplier is a COSTAR participant
Lots 1, 2 & 4
Supplier accepts P-card payment

No further information for this Contract

Information:



FULLY EXECUTED - CHANGE 5
Contract Number: 4400018477
Original Contract Effective Date: 01/12/2018
Contract Change Date: 09/20/2021
Valid From: 02/01/2018 To: 12/31/2022

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

Your SAP Vendor Number with us: 215482

Purchasing Agent

Name: Danner Shawn
Phone: 717-787-8085
Fax:

Supplier Name/Address:
REDWOOD TOXICOLOGY LABORATORY INC
3650 WESTWIND BLVD
SANTA ROSA CA 95403-1066 US

Please Deliver To:

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

Supplier Phone Number: 8002552159
Supplier Fax Number: 707-577-8102

Contract Name:
Drug and Alcohol Testing

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
2	Drug and Alcohol Testing	0.000		0.00	1	0.00

General Requirements for all Items:

Information:

Supplier's Signature _____
Printed Name _____

Title _____
Date _____



FULLY EXECUTED - CHANGE 5
Contract Number: 4400018477
Original Contract Effective Date: 01/12/2018
Contract Change Date: 09/20/2021
Valid From: 02/01/2018 To: 12/31/2022

Supplier Name:
REDWOOD TOXICOLOGY LABORATORY INC

Header Text

4400018477 has been renewed until December 31, 2021 - cw

This Contract is for Drug and Alcohol Testing.

Supplier Contact information:

Gina Mazzocco
Phone: 800-255-2159 X 34304
E-mail: gmazzocco@redwoodtoxicology.com

Kitta Kousonsavath
Phone: 800-255-2159 X 34382
E-mail: kkousonsavath@redwoodtoxicology.com

Pricing is attached in documents
This supplier is a COSTAR participant
Lots 1, 2 & 4
Supplier accepts P-card payment

No further information for this Contract

Information:



FULLY EXECUTED - CHANGE 4
Contract Number: 4400018477
Original Contract Effective Date: 01/12/2018
Contract Change Date: 07/07/2021
Valid From: 02/01/2018 To: 12/31/2022

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

Your SAP Vendor Number with us: 215482

Purchasing Agent

Name: Walters Corinna
Phone: 717-346-7097
Fax: 717-346-3820

Supplier Name/Address:
REDWOOD TOXICOLOGY LABORATORY INC
3650 WESTWIND BLVD
SANTA ROSA CA 95403-1066 US

Please Deliver To:

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

Supplier Phone Number: 8002552159

Supplier Fax Number: 707-577-8102

Contract Name:
Drug and Alcohol Testing

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 ***						
2	Drug and Alcohol Testing	0.000		0.00	1	0.00

General Requirements for all Items:

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____



FULLY EXECUTED - CHANGE 4
Contract Number: 4400018477
Original Contract Effective Date: 01/12/2018
Contract Change Date: 07/07/2021
Valid From: 02/01/2018 To: 12/31/2022

Supplier Name:
REDWOOD TOXICOLOGY LABORATORY INC

Header Text

4400018477 has been renewed until December 31, 2021 - cw

This Contract is for Drug and Alcohol Testing.

Supplier Contact information:

Gina Mazzocco
Phone: 800-255-2159 X 34304
E-mail: gmazzocco@redwoodtoxicology.com

Kitta Kousonsavath
Phone: 800-255-2159 X 34382
E-mail: kkousonsavath@redwoodtoxicology.com

Pricing is attached in documents
This supplier is a COSTAR participant
Lots 1, 2 & 4
Supplier accepts P-card payment

No further information for this Contract

Information:



FULLY EXECUTED - CHANGE 3
Contract Number: 4400018477
Original Contract Effective Date: 01/12/2018
Contract Change Date: 10/26/2020
Valid From: 02/01/2018 To: 12/31/2021

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

Your SAP Vendor Number with us: 215482

Purchasing Agent

Name: Walters Corinna
Phone: 717-346-7097
Fax: 717-346-3820

Supplier Name/Address:
REDWOOD TOXICOLOGY LABORATORY INC
3650 WESTWIND BLVD
SANTA ROSA CA 95403-1066 US

Supplier Phone Number: 8002552159
Supplier Fax Number: 707-577-8102

Please Deliver To:

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

Contract Name:
Drug and Alcohol Testing

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 ***						
2	Drug and Alcohol Testing	0.000		0.00	1	0.00

General Requirements for all Items:

Information:

Supplier's Signature _____
Printed Name _____

Title _____
Date _____



FULLY EXECUTED - CHANGE 3
Contract Number: 4400018477
Original Contract Effective Date: 01/12/2018
Contract Change Date: 10/26/2020
Valid From: 02/01/2018 To: 12/31/2021

Supplier Name:
REDWOOD TOXICOLOGY LABORATORY INC

Header Text

4400018477 has been renewed until December 31, 2021 - cw

This Contract is for Drug and Alcohol Testing.

Supplier Contact information:

Gina Mazzocco
Phone: 800-255-2159 X 34304
E-mail: gmazzocco@redwoodtoxicology.com

Kitta Kousonsavath
Phone: 800-255-2159 X 34382
E-mail: kkousonsavath@redwoodtoxicology.com

Pricing is attached in documents
This supplier is a COSTAR participant
Lots 1, 2 & 4
Supplier accepts P-card payment

No further information for this Contract

Information:



FULLY EXECUTED - CHANGE 2
Contract Number: 4400018477
Original Contract Effective Date: 01/12/2018
Valid From: 02/01/2018 To: 12/31/2020

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

Purchasing Agent

Name: Walters Corinna
Phone: 717-346-7097
Fax: 717-346-3820

Your SAP Vendor Number with us: 215482

Supplier Name/Address:
REDWOOD TOXICOLOGY LABORATORY INC
3650 WESTWIND BLVD
SANTA ROSA CA 95403-1066 US

Please Deliver To:

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

Supplier Phone Number: 8002552159

Supplier Fax Number: 707-577-8102

Contract Name:
Drug and Alcohol Testing

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
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General Requirements for all Items:

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____



FULLY EXECUTED - CHANGE 2
Contract Number: 4400018477
Original Contract Effective Date: 01/12/2018
Valid From: 02/01/2018 To: 12/31/2020

Supplier Name:
REDWOOD TOXICOLOGY LABORATORY INC

Header Text

This Contract is for Drug and Alcohol Testing.

Supplier Contact information:

Gina Mazzocco
Phone: 800-255-2159 X 34304
E-mail: gmazzocco@redwoodtoxicology.com

Kitta Kouonsavath
Phone: 800-255-2159 X 34382
E-mail: kkouonsavath@redwoodtoxicology.com

Pricing is attached in documents
This supplier is a COSTAR participant
Lots 1, 2 & 4
Supplier accepts P-card payment

If you have any questions regarding this Contract please e-mail Cheryl Barth-Taylor at cbarhtayl@pa.gov
No further information for this Contract

Information:



FULLY EXECUTED - CHANGE 1
Contract Number: 4400018477
Original Contract Effective Date: 01/12/2018
Contract Change Date: 06/26/2019
Valid From: 02/01/2018 To: 12/31/2020

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

Purchasing Agent

Name: Gress Michael
Phone: 717-346-2670
Fax: 717-783-6241

Your SAP Vendor Number with us: 215482

Supplier Name/Address:
REDWOOD TOXICOLOGY LABORATORY INC
3650 WESTWIND BLVD
SANTA ROSA CA 95403-1066 US

Please Deliver To:

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

Supplier Phone Number: 8002552159
Supplier Fax Number: 707-577-8102

Contract Name:
Drug and Alcohol Testing

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
2	Drug and Alcohol Testing	0.000		0.00	1	0.00

General Requirements for all Items:

Information:

Supplier's Signature _____
Printed Name _____

Title _____
Date _____



FULLY EXECUTED - CHANGE 1
Contract Number: 4400018477
Original Contract Effective Date: 01/12/2018
Contract Change Date: 06/26/2019
Valid From: 02/01/2018 To: 12/31/2020

Supplier Name:
REDWOOD TOXICOLOGY LABORATORY INC

Header Text

This Contract is for Drug and Alcohol Testing.

Supplier Contact information:

Gina Mazzocco
Phone: 800-255-2159 X 34304
E-mail: gmazzocco@redwoodtoxicology.com

Kitta Kousonsavath
Phone: 800-255-2159 X 34382
E-mail: kkousonsavath@redwoodtoxicology.com

Pricing is attached in documents
This supplier is a COSTAR participant
Lots 1, 2 & 4
Supplier accepts P-card payment

If you have any questions regarding this Contract please e-mail Cheryl Barth-Taylor at cbarhtayl@pa.gov
No further information for this Contract

Information:



FULLY EXECUTED
Contract Number: 4400018477
Original Contract Effective Date: 01/12/2018
Valid From: 02/01/2018 To: 12/31/2020

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

Purchasing Agent

Name: BarthTaylor Cheryl
Phone: 717-703-2934
Fax: 717-783-6241

Your SAP Vendor Number with us: 215482

Supplier Name/Address:
REDWOOD TOXICOLOGY LABORATORY INC
3650 WESTWIND BLVD
SANTA ROSA CA 95403-1066 US

Please Deliver To:

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

Supplier Phone Number: 8002552159

Supplier Fax Number: 707-577-8102

Contract Name:
Drug and Alcohol Testing

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
2	Drug and Alcohol Testing	0.000		0.00	1	0.00

General Requirements for all Items:

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____



FULLY EXECUTED
Contract Number: 4400018477
Original Contract Effective Date: 01/12/2018
Valid From: 02/01/2018 To: 12/31/2020

Supplier Name:
REDWOOD TOXICOLOGY LABORATORY INC

Header Text

This Contract is for Drug and Alcohol Testing.

Supplier Contact information:

Gina Mazzocco
Phone: 800-255-2159 X 34304
E-mail: gmazzocco@redwoodtoxicology.com

Kitta Kousonsavath
Phone: 800-255-2159 X 34382
E-mail: kkousonsavath@redwoodtoxicology.com

Pricing is attached in documents
This supplier is a COSTAR participant
Lots 1, 2 & 4
Supplier accepts P-card payment

If you have any questions regarding this Contract please e-mail Cheryl Barth-Taylor at cbarhtayl@pa.gov
No further information for this Contract

Information:

**APPENDIX C
COST SUBMITTAL WORKSHEET
IFB 6100042295**

BIDDER COMPANY NAME		CONTACT PERSON	
Redwood Toxicology Laboratory, Inc.		Gina Mazzocco (Bid) / Staci Hart (Sales)	
BIDDER ADDRESS		EMAIL ADDRESS	
3650 Westwind Boulevard		bids@redwoodtoxicology.com (Bid)	salesdesk@redwoodtoxicology.com (Sales)
Santa Rosa, CA 95403		PHONE NUMBER	FAX NUMBER
		(800) 255-2159	(707) 577-8102
		VENDOR NUMBER	FEDERAL ID OR SSN
		215482	68-0332937

<input checked="" type="checkbox"/>	Option 1	Laboratory Testing Services, Specimen collected by Agency, cup or specimen collection device provided by Awarded Supplier.
<input checked="" type="checkbox"/>	Option 2	Laboratory Testing Services, Specimen Collected by Agency, cup or specimen collection device provided by Commonwealth.
<input type="checkbox"/>	Option 3	Laboratory Testing Services, Specimen collected by Awarded Supplier(s) either at collection site or Agency designated site.
<input checked="" type="checkbox"/>	Option 4	On-Site screening devices

Published Price List

Published Price List Name:

Published Price List Date:

Customized Price List

Percentage Discount:

Pricing Schedule
Commonwealth of Pennsylvania
ITB #6100042295 for Drug and Alcohol Testing

Section I: Laboratory Drug & Alcohol Testing Services - Urine

Urine Lab Tests - Standard Drugs

Standard drugs include: Alcohol (Ethanol), Amphetamines/Methamphetamines, Barbiturates, Benzodiazepines, Cocaine, Ecstasy (MDMA), Marijuana (THC), Methadone, Opiates, PCP, Propoxyphene.

OPTION 1: SCREEN ONLY PANELS, CONFIRMATION UPON REQUEST

TEST CODE	DRUG(S)	DESCRIPTION	PRICE PER SPECIMEN
Various	1	One Drug Standard Urine Lab Panel - Screen Only	\$ 2.50
Various	4	Four Drug Standard Urine Lab Panel - Screen Only	\$ 3.75
Various	5	Five Drug Standard Urine Lab Panel - Screen Only	\$ 4.00
Various	6	Six Drug Standard Urine Lab Panel - Screen Only	\$ 4.25
Various	7	Seven Drug Standard Urine Lab Panel - Screen Only	\$ 4.50
Various	8	Eight Drug Standard Urine Lab Panel - Screen Only	\$ 5.00
Various	9	Nine Drug Standard Urine Lab Panel - Screen Only	\$ 5.50
Various	10	Ten Drug Standard Urine Lab Panel - Screen Only	\$ 6.00
Various	11	Eleven Drug Standard Urine Lab Panel - Screen Only	\$ 6.00
H58/H59	11	Eleven Drug Standard Urine Lab Panel with Oxycodone - Screen Only	\$ 6.25
Various	1	GC-MS, LC-MS/MS or GC-FID Standard Urine Confirmation - cost per drug	\$ 12.50

OPTION 2: PANELS WITH AUTOMATIC CONFIRMATION AT NO CHARGE ("BUNDLED")

TEST CODE	DRUG(S)	DESCRIPTION	PRICE PER SPECIMEN
Various	4	Four Drug Standard Urine Lab Panel - Screen + Auto-Confirm of Positives	\$ 7.75
Various	5	Five Drug Standard Urine Lab Panel - Screen + Auto-Confirm of Positives	\$ 8.00
Various	6	Six Drug Standard Urine Lab Panel - Screen + Auto-Confirm of Positives	\$ 8.25
Various	7	Seven Drug Standard Urine Lab Panel - Screen + Auto-Confirm of Positives	\$ 8.50
Various	8	Eight Drug Standard Urine Lab Panel - Screen + Auto-Confirm of Positives	\$ 9.00
Various	9	Nine Drug Standard Urine Lab Panel - Screen + Auto-Confirm of Positives	\$ 9.50
Various	10	Ten Drug Standard Urine Lab Panel - Screen + Auto-Confirm of Positives	\$ 10.00
Various	11	Eleven Drug Standard Urine Lab Panel - Screen + Auto-Confirm of Positives	\$ 10.00
H58/H59	11	Eleven Drug Standard Urine Lab Panel with Oxycodone - Screen + Auto-Confirm of Positives	\$ 10.50

Specimen Validity Tests

TEST CODE	DRUG(S)	DESCRIPTION	PRICE PER SPECIMEN
P69	N/A	Specimen Validity Panel - Creatinine, pH & Specific Gravity	\$ 1.50
069	N/A	Creatinine Level - Specimen Validity Check	\$ -
330	N/A	pH - Specimen Validity Check	\$ 1.00
331	N/A	Specific Gravity - Specimen Validity Check	\$ 1.00

Pricing Schedule
Commonwealth of Pennsylvania
ITB #6100042295 for Drug and Alcohol Testing

Section I: Laboratory Drug & Alcohol Testing Services - Urine

Urine Lab Tests - Specialty Drugs

TEST CODE	DRUG(S)	DESCRIPTION	PRICE PER SPECIMEN
5505	1	Acetyl Fentanyl	\$ 55.00
5210	1	Ambien (Zolpidem)	\$ 25.00
092	1	Buprenorphine - Screen Only	\$ 6.00
5292	1	Buprenorphine - Confirmation Only	\$ 15.00
2267	1	Carisoprodol (Soma) - Screen Only	\$ 8.00
5271	1	Carisoprodol (Soma) - Confirmation Only	\$ 15.00
1273	1	Cotinine (Nicotine metabolite) - Screen Only	\$ 7.00
1243	1	Dextromethorphan - Screen Only	\$ 8.00
5243	1	Dextromethorphan - Confirmation Only	\$ 15.00
N/A	1	Ethyl Glucuronide (EtG) Alcohol Metabolite - Add-On Screen Only*	\$ 2.50
049 or 050	1	Ethyl Glucuronide (EtG) Alcohol Metabolite - Stand-Alone Screen Only	\$ 5.00
646 or 647	1	Ethyl Glucuronide/Ethyl Sulfate (EtG/EtS) Alcohol metabolite - EtG Screen with Automatic Confirmation of Positives for both EtG & EtS	\$ 9.50
5747	1	Ethyl Glucuronide/Ethyl Sulfate (EtG/EtS) Alcohol metabolite - Confirmation Only	\$ 12.50
2101	1	Fentanyl - Add-On Screen Only*	\$ 3.00
2101	1	Fentanyl - Screen Only	\$ 7.50
5504	1	Fentanyl - Confirmation Only	\$ 40.00
5560	1	Gabapentin	\$ 75.00
5503	1	GHB	\$ 40.00
094	1	Heroin metabolite (6-MAM) - Screen Only	\$ 3.50
5094	1	Heroin metabolite (6-MAM) - Confirmation Only	\$ 12.50
5501	1	Ketamine	\$ 12.50
5960	1	Kratom	\$ 80.00
1163	1	LSD	\$ 15.00
N/A	1	Oxycodone - Add-On Screen Only*	\$ 1.00
098	1	Oxycodone - Stand-Alone Screen Only	\$ 3.00
5098	1	Oxycodone - Confirmation Only	\$ 12.50
091	1	Tramadol - Screen Only	\$ 8.00
5212	1	Tramadol - Confirmation Only	\$ 15.00

**Items referred to as "Add-On" must be built into a routine panel used by the agency. This price will only apply when creating the new panel/test code. For example, if an agency wants a 5-drug standard panel plus EtG, we would create a panel with a new test code and charge your agency a price equivalent to the 5-drug panel screen and the add-on EtG price.*

Urine Lab Tests - Specialty Drug Panels

TEST CODE	DRUG(S)	DESCRIPTION	PRICE PER SPECIMEN
P45	Multi	Comprehensive Panel - Screen Only / Confirmation for additional fee of \$20.00 per drug. Detects over 600 brand name prescription drugs, illicit drugs, and alcohol.	\$ 40.00
P80	21	Designer Stimulants (Bath Salts) - Expanded Panel	\$ 30.00
P81	3	Designer Stimulants (Bath Salts) - Short Panel (MDPV, Mephedrone, Methylone)	\$ 18.00
6473	19	Synthetic Marijuana (K2/Spice) - Standard Panel	\$ 18.00
8474	37	Synthetic Marijuana (K2/Spice) - Premium Panel	\$ 45.00
5550	Multi	Steroid Testing	\$ 50.00
S21	12	12-Panel AMP, BAR, BUP, BZO, COC, EtG, K2/Spice, MTD, OPI, OXY, THC, TRAM w/adulteration (SG) - Screen + Auto Confirm of Positives	\$ 75.00
S24	13	13-Panel AMP, BAR, Bath Salts, BUP, BZO, COC, EtG, K2/Spice, MTD, OPI, OXY, THC, TRAM w/adulteration (SG) - Screen + Auto Confirm of Positives	\$ 75.00

Pricing Schedule
Commonwealth of Pennsylvania
ITB #6100042295 for Drug and Alcohol Testing

Section II: Laboratory Drug & Alcohol Testing Services - Oral Fluids

Oral Fluid Lab Tests - Standard Drugs

Standard drugs include: Alcohol (Ethanol), Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Marijuana (THC), Methadone, Methamphetamines, Opiates, Oxycodone, PCP.

TEST CODE	DRUG(S)	DESCRIPTION	PRICE PER SPECIMEN
2101001	N/A	Quantisal Oral Fluid Collection Device - <i>purchase required prior to testing</i>	\$ 2.20

OPTION 1: SCREEN ONLY PANELS, CONFIRMATION UPON REQUEST

TEST CODE	DRUG(S)	DESCRIPTION	PRICE PER SPECIMEN
Various	6	Six Drug Standard Oral Fluid Lab Panel - Screen Only	\$ 7.00
Various	7	Seven Drug Standard Oral Fluid Lab Panel - Screen Only	\$ 7.75
Various	8	Eight Drug Standard Oral Fluid Lab Panel - Screen Only	\$ 8.50
Various	9	Nine Drug Standard Oral Fluid Lab Panel - Screen Only	\$ 9.25
Various	10	Ten Drug Standard Oral Fluid Lab Panel - Screen Only	\$ 10.00
Various	11	Eleven Drug Standard Oral Fluid Lab Panel - Screen Only	\$ 10.75
Various	1	GC-MS, LC-MS/MS or GC-FID Standard Oral Fluid Confirmation - cost per drug	\$ 15.00

OPTION 2: PANELS WITH AUTOMATIC CONFIRMATION AT NO CHARGE ("BUNDLED")

TEST CODE	DRUG(S)	DESCRIPTION	PRICE PER SPECIMEN
Various	6	Six Drug Standard Oral Fluid Lab Panel - Screen + Auto Confirm of Positives	\$ 12.50
Various	7	Seven Drug Standard Oral Fluid Lab Panel - Screen + Auto Confirm of Positives	\$ 13.00
Various	8	Eight Drug Standard Oral Fluid Lab Panel - Screen + Auto Confirm of Positives	\$ 13.70
Various	9	Nine Drug Standard Oral Fluid Lab Panel - Screen + Auto Confirm of Positives	\$ 14.45
Various	10	Ten Drug Standard Oral Fluid Lab Panel - Screen + Auto Confirm of Positives	\$ 15.20
Various	11	Eleven Drug Standard Oral Fluid Lab Panel - Screen + Auto Confirm of Positives	\$ 15.95

Oral Fluid Lab Tests - Specialty Drugs

TEST CODE	DRUG(S)	DESCRIPTION	PRICE PER SPECIMEN
N/A	1	Buprenorphine - Add-On Screen Only*	\$ 1.00
N/A	1	Buprenorphine - Add-On Auto-Confirm Panel*	\$ 1.50
N/A	1	Fentanyl - Add-On Screen Only*	\$ 7.50
F901	1	Fentanyl - Screen Only	\$ 10.00
9595	1	Fentanyl - Confirmation Only	\$ 25.00
F25	19	Synthetic Cannabinoids (K2/Spice)	\$ 18.00
F55	N/A	Tramadol	\$ 25.00
9621	13	13-Panel ALC, AMP, BAR, BUP, BZO, COC, K2/Spice, MAMP, MTD, OPI, OXY, THC, TRAM - Screen + Auto Confirm of Positives	\$ 75.00
9624	14	14-Panel ALC, AMP, BAR, Bath Salts, BUP, BZO, COC, K2/Spice, MAMP, MTD, OPI, OXY, THC, TRAM - Screen + Auto Confirm of Positives	\$ 75.00

Pricing Schedule
Commonwealth of Pennsylvania
ITB #6100042295 for Drug and Alcohol Testing

Section III: Laboratory Supplemental Services

Problematic Specimen Charges and Additional Service Charges

TEST CODE	DESCRIPTION	PRICE PER OCCURRENCE
QNS	Insufficient Volume	\$ 10.00
PROB	Chain of Custody (COC) and/or Specimen Label Errors	\$ 10.00
	Product and/or Supply Shipping Errors due to Incorrect Address Provided	\$ 25.00
ADS	Accidental Delivery Specimen - Specimen Sent to RTL in Error	\$ 100.00
PULL	Specimen Retrieval from Storage for Follow-Up Testing	\$ 10.00
FEDEX	Short Shipment - Less than Five (5) Specimens	\$ 25.00
AFFD	Affidavits	\$ -
INTP	Interpretations	\$ -
STAT	STAT Testing Requests (Priority)	\$ 100.00
CORT	Telephonic or Webinar Court Testimony	\$ -
	In-Person Court Testimony	\$ -

Collection & Shipping Supplies

RTL provides all necessary urine specimen collection and shipping supplies to its clients at no additional cost. For urine testing, these supplies include:

- Urine specimen collection containers: 60 mL or 90mL bottles with lids and built-in temperature strips.
- Specimen baggies with absorbent material
- Preprinted Chain of Custody forms/labels & security seals
- Pre-paid FedEx or UPS lab packs or pre-paid U.S. mailer boxes.

Lab Supply Shipping and Handling: Outbound lab supply orders will be shipped at no charge for ground service delivery. Expedited shipping of supplies will be charged on an 'at cost' basis. FOB Shipping Point unless otherwise required.

Specimen Shipment to RTL: Next day air service of inbound specimens sent to RTL for testing is provided at no charge when five (5) or more urine and/or oral fluids specimens are sent in each FedEx overnight shipment. Any combination of urine and/or oral fluids devices may be shipped together via FedEx overnight service. Fewer than five (5) specimens sent to the lab by next day air service will be assessed a twenty-five dollar (\$25.00) charge per shipment.

Pricing Schedule
Commonwealth of Pennsylvania
ITB #6100042295 for Drug and Alcohol Testing

Section IV: On-Site Drug & Alcohol Screening Devices

PANEL-DIP SUBSTANCE ABUSE TEST DEVICE

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 102 0018	1	PANEL DIP 01 AMPHETAMINES 1000 (AMP 1000)	\$0.31	\$7.75
01 102 0019	1	PANEL DIP 01 BARBITURATES 300 (BAR)	\$0.31	\$7.75
01 102 0022	1	PANEL DIP 01 BENZODIAZEPINES 300 (BZO)	\$0.31	\$7.75
01 102 0189	1	PANEL DIP 01 COCAINE 150 (COC 150)	\$0.31	\$7.75
01 102 0001	1	PANEL DIP 01 COCAINE 300 (COC 300)	\$0.31	\$7.75
01 102 0036	1	PANEL DIP 01 ECSTASY 500 (MDMA)	\$0.31	\$7.75
01 102 0004	1	PANEL DIP 01 MARIJUANA 50 (THC)	\$0.31	\$7.75
01 102 0020	1	PANEL DIP 01 METHADONE 300 (MTD)	\$0.31	\$7.75
01 102 0190	1	PANEL DIP 01 METHAMPHETAMINES 500 (MAMP 500)	\$0.31	\$7.75
01 102 0002	1	PANEL DIP 01 METHAMPHETAMINES 1000 (MAMP 1000)	\$0.31	\$7.75
01 102 0003	1	PANEL DIP 01 OPIATES 300 (MOP 300)	\$0.31	\$7.75
01 102 1977	1	PANEL DIP 01 OPIATES 2000 (OPI 2000)	\$0.31	\$7.75
01 102 0037	1	PANEL DIP 01 OXYCODONE 100 (OXY)	\$0.31	\$7.75
01 102 0021	1	PANEL DIP 01 PHENCYCLIDINE 25 (PCP)	\$0.31	\$7.75
01 102 0023	1	PANEL DIP 01 TRICYCLIC ANTIDEPRESSANTS 1000 (TCA)	\$0.31	\$7.75
01 102 0173	1	PANEL DIP 01 BUPRENORPHINE 10 (BUP)	\$0.60	\$15.00
01 501 0008	1	PANEL DIP 01 EtG 500 - <i>For Forensic Use Only**</i>	\$3.00	\$75.00
01 501 0009	1	PANEL DIP 01 FENTANYL 200 - <i>For Forensic Use Only**</i>	\$2.50	\$62.50
01 191 6335	1	PANEL DIP 01 K2 SPICE 30 - <i>For Forensic Use Only**</i>	\$1.90	\$47.50
01 102 0005	2	PANEL DIP 02 COC300/MOP300	\$0.60	\$15.00
01 102 0006	2	PANEL DIP 02 COC300/THC	\$0.60	\$15.00
01 102 0007	2	PANEL DIP 02 COC300/MAMP1000	\$0.60	\$15.00
01 102 0008	2	PANEL DIP 02 MAMP1000/THC	\$0.60	\$15.00
01 102 0030	2	PANEL DIP 02 MAMP1000/MOP300	\$0.60	\$15.00
01 102 0191	2	PANEL DIP 02 COC150/THC	\$0.60	\$15.00
01 102 0192	2	PANEL DIP 02 MAMP500/THC	\$0.60	\$15.00
01 102 0009	3	PANEL DIP 03 COC300/MAMP1000/THC	\$0.86	\$21.50
01 102 0010	3	PANEL DIP 03 COC300/MOP300/THC	\$0.86	\$21.50
01 102 0011	3	PANEL DIP 03 MAMP1000/MOP300/THC	\$0.86	\$21.50
01 102 0014	3	PANEL DIP 03 COC300/MAMP1000/MOP300	\$0.86	\$21.50
01 102 0193	3	PANEL DIP 03 COC150/MAMP500/THC	\$0.86	\$21.50
01 102 0194	3	PANEL DIP 03 COC150/MOP300/THC	\$0.86	\$21.50
01 102 0012	4	PANEL DIP 04 COC300/MAMP1000/MOP300/THC	\$0.99	\$24.75
01 102 0032	4	PANEL DIP 04 AMP1000/COC300/MOP300/THC	\$0.99	\$24.75
01 102 0195	4	PANEL DIP 04 COC150/MAMP500/MOP300/THC	\$0.99	\$24.75
01 102 0199	4	PANEL DIP 04 AMP1000/COC150/MOP300/THC	\$0.99	\$24.75
01 102 0013	5	PANEL DIP 05 COC300/MAMP1000/MOP300/PCP/THC	\$1.12	\$28.00
01 102 0015	5	PANEL DIP 05 BZO/COC300/MAMP1000/MOP300/THC	\$1.12	\$28.00
01 102 0033	5	PANEL DIP 05 AMP1000/COC300/MOP300/PCP/THC	\$1.12	\$28.00
01 102 0034	5	PANEL DIP 05 AMP1000/COC300/MAMP1000/MOP300/THC	\$1.12	\$28.00
01 102 0047	5	PANEL DIP 05 AMP1000/COC300/OPI2000/PCP/THC	\$1.12	\$28.00
01 102 0201	5	PANEL DIP 05 AMP1000/COC150/MAMP500/MOP300/THC	\$1.12	\$28.00
01 102 0196	5	PANEL DIP 05 COC150/MAMP500/MOP300/PCP/THC	\$1.12	\$28.00
01 102 0200	5	PANEL DIP 05 AMP1000/COC150/MOP300/PCP/THC	\$1.12	\$28.00

Pricing Schedule
Commonwealth of Pennsylvania
ITB #6100042295 for Drug and Alcohol Testing

Section IV: On-Site Drug & Alcohol Screening Devices

PANEL-DIP SUBSTANCE ABUSE TEST DEVICE (CONTINUED)

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 102 0016	6	PANEL DIP 06 BZO/COC300/MAMP1000/MOP300/PCP/THC	\$1.20	\$30.00
01 102 0017	6	PANEL DIP 06 BZO/COC300/MAMP1000/MTD/MOP300/THC	\$1.20	\$30.00
01 102 0024	6	PANEL DIP 06 BAR/BZO/COC300/MAMP1000/MOP300/THC	\$1.20	\$30.00
01 102 0119	6	PANEL DIP 06 BZO/COC300/MAMP1000/MOP300/OXY/THC	\$1.20	\$30.00
01 102 0174	6	PANEL DIP 06 AMP300/COC150/MAMP500/MDMA/MOP300/THC	\$1.20	\$30.00
01 102 0175	6	PANEL DIP 06 BZO/COC150/MAMP500/MDMA/MOP300/THC	\$1.20	\$30.00
01 102 0202	6	PANEL DIP 06 BZO/COC150/MAMP500/MOP300/OXY/THC	\$1.20	\$30.00
01 102 0203	6	PANEL DIP 06 AMP1000/BZO/COC150/MAMP500/MOP300/THC	\$1.20	\$30.00
01 102 0035	7	PANEL DIP 07 AMP1000/BZO/COC150/MOP300/PCP/TCA/THC	\$1.85	\$46.25
01 102 0176	7	PANEL DIP 07 BZO/COC150/MAMP500/MDMA/MOP300/OXY/THC	\$1.85	\$46.25
01 102 0177	7	PANEL DIP 07 AMP1000/COC150/MAMP500/MDMA/MOP300/OXY/THC	\$1.85	\$46.25
01 102 0169	8	PANEL DIP 08 AMP1000/BZO/COC300/MAMP1000/MDMA/MOP300/OXY/THC	\$2.14	\$53.50
01 102 0179	8	PANEL DIP 08 AMP1000/BZO/COC300/MAMP1000/MOP300/OXY/PCP/THC	\$2.14	\$53.50
01 102 1989	8	PANEL DIP 08 AMP300/COC150/MAMP500/MOP300/PCP/PPX/OXY/THC	\$2.14	\$53.50
01 102 1970	9	PANEL DIP 09 AMP1000/BAR/BZO/COC300/MAMP1000/MTD/OPI2000/PCP/THC	\$2.40	\$60.00
01 102 0180	9	PANEL DIP 09 AMP1000/BUP/BZO/COC300/MAMP1000/MOP300/OXY/PCP/THC	\$2.40	\$60.00
01 102 0181	9	PANEL DIP 09 AMP300/BZO/COC150/MAMP500/MDMA/MOP300/OXY/PCP/THC	\$2.40	\$60.00
01 102 0025	10	PANEL DIP 10 AMP1000/BAR/BZO/COC300/MAMP1000/MTD/MOP300/PCP/TCA/ THC	\$2.50	\$62.50
01 102 0138	10	PANEL DIP 10 COC300/BAR/BZO/MAMP1000/MDMA/MOP300/MTD/OXY/PCP/THC	\$2.50	\$62.50
01 102 0182	10	PANEL DIP 10 AMP1000/BAR/BUP/BZO/COC300/MAMP1000/MOP300/MTD/OXY/ THC	\$2.50	\$62.50
01 102 0183	10	PANEL DIP 10 BAR/BZO/COC150/MAMP500/MDMA/MOP300/MTD/OXY/PCP/THC	\$2.50	\$62.50
01 102 1943	10	PANEL DIP 10 AMP1000/BAR/BZO/COC300/MAMP1000/OPI2000/PCP/MTD/MDMA/ THC	\$2.50	\$62.50
01 102 0184	11	PANEL DIP 11 AMP1000/BAR/BUP/BZO/COC300/MAMP1000/MOP300/MTD/PCP/ OXY/THC	\$2.60	\$65.00
01 102 0185	11	PANEL DIP 11 AMP1000/BAR/BUP/BZO/COC300/OPI2000/MAMP1000/MTD/OXY/ PCP/THC	\$2.60	\$65.00
01 102 0186	11	PANEL DIP 11 AMP1000/BAR/BUP/BZO/COC300/MAMP1000/MOP300/MTD/PPX/ OXY/THC	\$2.60	\$65.00
01 102 0187	11	PANEL DIP 11 AMP300/BAR/BZO/COC150/MAMP500/MDMA/MOP300/MTD/OXY/ PCP/THC	\$2.60	\$65.00
01 102 0141	12	PANEL DIP 12 AMP1000/BAR/BZO/COC300/MAMP1000/MDMA/MOP300/MTD/ OXY/PCP/PPXTHC	\$2.65	\$66.25
01 102 0188	12	PANEL DIP 12 AMP1000/BAR/BUP/BZO/COC300/MAMP1000/MDMA/MOP300/ MTD/OXY/PCP/THC	\$2.65	\$66.25
01 102 1957	12	PANEL DIP 12 AMP1000/BAR/BZO/COC300/MAMP1000/MDMA/OPI2000/MTD/ OXY/PCP/PPX/THC	\$2.65	\$66.25
01 501 0012	13	PANEL DIP 13 AMP1000/BUP10/BZO300/COC300/ETG500/FENT20/MAMP1000/ MDMA500/MTD300/OPI300/OXY100/THC50/TRA200 - FFUO**	\$4.50	\$112.50

Pricing Schedule
Commonwealth of Pennsylvania
ITB #6100042295 for Drug and Alcohol Testing

Section IV: On-Site Drug & Alcohol Screening Devices

iCUP SUBSTANCE ABUSE TEST DEVICE – without adulteration

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 102 2295	9	iCup 09 BAR/BZO/COC150/MAMP500/MDMA500/MOP300/OXY/PCP/THC	\$2.90	\$72.50
01 102 2020	10	iCup 10 AMP1000/BAR/BZO/COC300/MAMP1000/MDMA/OPI2000/OXY/PPX/THC	\$2.75	\$68.75
01 102 2055	10	iCup 10 AMP1000/BAR/BZO/COC300/MAMP/MTD/OPI2000/PCP/TCA/THC	\$2.75	\$68.75
01 102 2028	13	iCup 13 AMP1000/BAR/BUP/BZO/COC300/MAMP/MTD/OPI2000/OXY/PCP/PPX/ TCA/THC	\$4.50	\$112.50

iCUP A.D. SUBSTANCE ABUSE TEST DEVICE – with adulteration

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 102 2032	4	iCup A.D. 04 COC300/MAMP1000/OPI2000/THC w/adulteration (OX, SG, PH)	\$2.10	\$52.50
01 102 2033	4	iCup A.D. 04 AMP1000/COC150/MAMP500/THC w/adulteration (OX, CR, PH)	\$2.10	\$52.50
01 102 2021	5	iCup A.D. 5 AMP1000/COC300/MAMP1000/MOP300/THC w/adulteration (OX, SG, PH)	\$2.10	\$52.50
01 102 2034	5	iCup A.D. 5 AMP1000/COC300/MAMP1000/OPI2000/THC w/adulteration (OX, SG, PH)	\$2.10	\$52.50
01 102 2035	5	iCup A.D. 5 AMP1000/COC300/OPI2000/PCP/THC w/adulteration (OX, SG, PH)	\$2.10	\$52.50
01 102 2036	5	iCup A.D. 5 COC300/MAMP1000/OPI2000/PCP/THC w/adulteration (OX, SG, PH)	\$2.10	\$52.50
01 102 2022	6	iCup A.D. 6 AMP1000/BZO/COC300/MAMP1000/OPI2000/THC w/adulteration (OX, SG, PH)	\$2.45	\$61.25
01 102 2023	6	iCup A.D. 6 AMP1000/COC/MAMP1000/OPI2000/PCP/THC w/adulteration (OX, SG, PH)	\$2.45	\$61.25
01 102 2037	6	iCup A.D. 06 AMP300/COC300/MDMA/OPI2000/OXY/THC w/adulteration (OX, SG, PH)	\$2.45	\$61.25
01 102 2038	8	iCup A.D. 08 AMP1000/BAR/BZO/COC300/MAMP1000/OPI2000/PCP/THC w/adulteration (OX, SG, PH)	\$2.80	\$70.00
01 102 2069	8	iCup A.D. 08 AMP1000/BZO/COC300/MAMP1000/MOP300/OXY/PCP/THC w/adulteration (OX,CR,PH)	\$2.80	\$70.00
01 102 2039	9	iCup A.D. 09 AMP1000/BAR/BZO/COC300/MAMP1000/MTD/OPI2000/PCP/THC w/adulteration (OX, SG, PH)	\$2.90	\$72.50
01 102 2074	10	iCup A.D. 10 AMP1000/BAR/BZO/COC300/MAMP1000/MTD/OPI2000/OXY/ PPX/THC w/adulteration (OX, CR, PH)	\$2.90	\$72.50
01 102 2129	10	iCup A.D. 10 AMP1000/BAR/BZO/COC300/MAMP1000/MTD/OPI2000/PCP/TCA/ THC w/adulteration (OS, SG, PH, NI, GL, CR)	\$2.90	\$72.50
01 102 2027	12	iCup A.D. AMP1000/BAR/BZO/COC300/MAMP1000/MTD/OPI2000/OXY/PCP/PPX/ TCA/THC w/adulteration (OX, SG, PH)	\$3.80	\$95.00

INTEGRATED CUPS II SUBSTANCE ABUSE TEST DEVICE

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 102 2001	4	EZ CUP II 04 COC300/MAMP1000/OPI2000/THC	\$2.10	\$52.50
01 102 1974	5	EZ CUP II 05 AMP1000/COC300/OPI2000/PCP/THC w/adulteration (OX/SG/PH/NI/GL/CR)	\$2.10	\$52.50
01 102 2005	5	EZ CUP II 05 COC300/MAMP1000/OPI2000/PCP/THC	\$2.10	\$52.50
01 102 2018	5	EZ CUP II 05 AMP1000/COC300/MAMP1000/OPI2000/THC	\$2.10	\$52.50
01 102 2048	5	EZ CUP II 05 AMP1000/COC300/OPI2000/PCP/THC	\$2.10	\$52.50
01 102 2051	5	EZ CUP II 05 AMP1000/COC300/MAMP1000/OPI2000/THC w/adulteration (OX, SG, PH, NI, GL, CR)	\$2.10	\$52.50
01 102 2141	5	EZ CUP II 05 AMP1000/COC300/MAMP1000/OPI2000/THC w/adulteration (OX, SG, PH)	\$2.10	\$52.50
01 102 1984	6	EZ CUP II 06 AMP1000/BZO/COC300/MAMP1000/OPI2000/THC	\$2.45	\$61.25
01 102 2007	6	EZ CUP II 06 COC300/MAMP1000/MDMA/OPI2000/OXY/THC	\$2.45	\$61.25
01 102 2008	8	EZ CUP II 08 AMP1000/BAR/BZO/COC300/MAMP1000/OPI2000/PCP/THC	\$2.80	\$70.00
01 102 2140	9	EZ CUP II 09 BAR/BZO/COC300/MAMP1000/MTD/OPI2000/OXY/PPX/THC w/adulteration (OX, SG, PH)	\$2.90	\$72.50
01 102 1985	10	EZ CUP II 10 AMP1000/BAR/BZO/COC300/MAMP1000/MDMA/MTD/OPI2000/ PCP/THC	\$2.90	\$72.50
01 102 2096	12	EZ CUP II 12 AMP1000/BAR/BUP/BZO/COC150/MAMP1000/MDMA/MOP300/ MTD/OXY/PPX/THC	\$3.80	\$95.00

Pricing Schedule
Commonwealth of Pennsylvania
ITB #6100042295 for Drug and Alcohol Testing
Section IV: On-Site Drug & Alcohol Screening Devices

ROUND INTEGRATED CUP SUBSTANCE ABUST TEST DEVICE

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 501 0036	7	CUP 7 AMP500/BZO200/COC150/MAMP500/OPI300/PCP25/THC50 - FFUO**	\$3.35	\$83.75
01 501 0037	7	CUP 7 AMP500/COC150/MAMP500/OPI300/OXY100/PCP25/THC50 - FFUO**	\$3.35	\$83.75
01 501 0033	8	CUP 8 AMP300/BAR300/BZO200/COC100/ETG500/OPI100/PCP25/THC40 - FFUO**	\$3.56	\$89.00
01 501 0017	9	CUP 9 BZO300/BUP10/COC150/K2-30/MAMP500/MDMA/OPI300/OXY100/THC50 - FFUO**	\$3.64	\$91.00
01 501 0018	9	CUP 9 BZO300/BUP10/COC150/ETG500/MAMP100/MTD300/OPI300/PCP25/THC50 w/adulteration (CR) - FFUO**	\$3.69	\$92.25
01 501 0032	9	CUP 9 AMP1000/BUP10/BZO300/COC300/ETG500/MAMP1000/OPI300/OXY100/ THC50 w/adulteration (CR, pH, SG) - FFUO**	\$3.69	\$92.25
01 501 0010	10	CUP 10 AMP1000/BUP10/BZO300/COC300/MAMP1000/MDMA500/MTD300/OPI300/OXY100/THC50	\$3.59	\$89.75
01 501 0014	12	CUP 12 AMP1000/BAR300/BUP10/BZO300/COC300/ETG500/MAMP1000/MTD300/OPI2000/OXY100/PCP25/THC50 - FFUO**	\$3.88	\$97.00
01 501 0011	12	CUP 12 AMP1000/BAR300/BUP10/BZO300/COC300/MAMP1000/MDMA500/MOP300/MTD300/OXY100/PCP25/THC50 w/adulteration (CR, SG, OX)	\$3.80	\$95.00
01 501 0015	13	CUP 13 AMP1000/BUP10/BZO300/COC300/ETG500/FENT20/MAMP1000/MDMA500/MTD300/OPI300/OXY100/THC50/TRA200 - FFUO**	\$4.50	\$112.50
01 501 0034	13	CUP 13 AMP500/BUP10/BZO200/COC150/ETG500/FENT20/K2-30/MAMP500/MTD300/OPI300/OXY100/THC50/TRA200 - FFUO**	\$4.50	\$112.50
01 501 0035	13	CUP 13 AMP500/BUP10/BZO200/COC150/ETG500/FENT20/K2-30/MAMP500/OPI300/OXY100/PCP25/THC/TRA200 w/adulteration (OX, SG, pH) - FFUO**	\$4.50	\$112.50
01 501 0016	14	CUP 14 AMP1000/BUP10/BZO300/COC300/ETG500/FENT20/K2-30/MAMP1000/MDMA500/MTD300/OPI300/OXY100/THC50/TRA200 - FFUO**	\$5.50	\$137.50
01 501 0038	14	CUP 14 AMP1000/BUP10/BUP10/COC300/ETG500/FENT20/K2-30/MAMP1000/MDMA500/MTD300/OPI300/OXY100/THC50/TRA200 w/adulteration (OX, SG, pH, NI, CR) - FFUO**	\$5.50	\$137.50

ORAL FLUID DRUGS OF ABUSE - For Forensic Use Only

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 102 2024	5	iScreen Oral Fluid Device AMP50/COC20/MAMP50/OPI40/THC12 - FFUO**	\$3.22	\$80.50
01 102 2025	6	iScreen Oral Fluid Device AMP50/COC20/MAMP50/OPI40/PCP10/THC12 - FFUO**	\$3.22	\$80.50
01 102 1960	6	OrAlert 6 Oral Fluid Device AMP50/COC20/MAMP50/OPI40/PCP10/THC100 - FFUO**	\$4.50	\$112.50
01 102 2083	6	OrAlert 6 Oral Fluid Device AMP50/BZO10/COC20/MAMP50/OPI40/THC100 - FFUO**	\$4.50	\$112.50
01 577 0105	5	Oratect Oral Fluid Device AMP50/COC20/MAMP50/OPI40/PCP10/THC40 - FDA Cleared	\$10.24	\$256.00

SALIVA/BREATH ALCOHOL PRODUCTS

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 362 0001	N/A	Instant Alcohol Saliva Test Strip - FFUO**	\$0.55	\$13.75
01 532 0020	N/A	ACON Breath Alcohol Device .02 (20/box)	\$2.30	\$46.00
01 094 0055	N/A	Alco-Screen Test (24/box)	\$1.35	\$32.40
01 094 0056	N/A	Alco-Screen .02 DOT Approved Alcohol Saliva (24/box)	\$1.35	\$32.40

REDISMOKE, PREGNANCY & ADULTERATION

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 102 0140	1	Urine Cotinine (Nicotine Metabolite) Cassette Device - FFUO**	\$0.85	\$21.25
01 102 1950	N/A	Urine Pregnancy Cassette (40/Box)	\$1.00	\$40.00
01 102 1910	7	One Step Validity Test (Seven Parameter) - FFUO**	\$0.68	\$17.00

COLLECTION SUPPLIES

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER	
			DEVICE	BOX PRICE
031234	N/A	90 ml Urine Collection Bottle with Built-in Temp Strip	\$0.00	\$0.00
031380	N/A	6.5 oz/ Graduated Beaker	\$0.00	\$0.00
031258	N/A	Temperature Strip	\$0.00	\$0.00
01 116 0007	N/A	GLOVES Nitrile PF- Large,PK/100	N/A	\$8.25
01 116 0008	N/A	GLOVES Nitrile PF ExLrg,PK/100	N/A	\$8.25
01 181 0002	N/A	GLOVES Vinyl PF Medium-SynGuard,PK/100	N/A	\$4.88
01 116 0011	N/A	GLOVES Vinyl PF Large-SynGuard ,PK/100	N/A	\$4.88
01 116 0012	N/A	GLOVES Vinyl PF ExLrg-SynGuard,PK/100	N/A	\$4.88

Device Order Shipping & Handling: Device orders will be shipped at no charge for ground service delivery. Expedited shipping of device orders will be charged on an 'at cost' basis. FOB Shipping Point unless otherwise required.

****Forensic Use Only (FFUO) devices are intended for use only in drugs of abuse testing for law enforcement purposes. Appropriate users of such devices include, for example, court systems, police departments, probation/parole offices, juvenile detention centers, prisons, jails, correction centers and other similar law enforcement entities, or laboratories or other establishments performing forensic testing for these entities. Forensic Use Only devices are not designed, tested, developed, or labeled for use in other settings, such as clinical diagnostic or workplace settings.**

STATEMENT OF WORK

INVITATION FOR BID

FOR

Department of General Services

Drug and Alcohol Testing

ISSUING OFFICE



COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF GENERAL SERVICES

BUREAU OF PROCUREMENT

555 Walnut Street

Forum Place, 6th Floor

Harrisburg, PA 17101

IFB NUMBER

6100042295

DATE OF ISSUANCE

November 9, 2017

PART IV
STATEMENT OF WORK
TABLE OF CONTENTS

Part IV-1 GENERAL INFORMATION

Part IV-2 CRITERIA FOR QUALIFICATION

Part IV-3 RFQ PROCESS (AGENCY ORDERING PROCEDURES)

Part IV-4 SCOPE OF SERVICES

Part IV-5 ONSITE SCREENING SERVICES

Part IV-6 SERVICE LEVEL AGREEMENTS

Part IV-7 PAYMENT PROVISIONS

Appendix A – STANDARD CONTRACT TERMS AND CONDITIONS

Appendix B – DOMESTIC WORKFORCE UTILIZATION

Appendix C – COST SUBMITTAL FORM

Appendix D – SAMPLE RFQ TEMPLATE

Appendix E – HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) REGULATIONS

Appendix F – ACT 7 of 2011 SUBSTANCES

Appendix G – COSTARS

Appendix H – IRAN FREE PROCUREMENT

Appendix I – SERVICE LEVEL AGREEMENTS (SLA's)

**PART IV
STATEMENT OF WORK**

IV-1. GENERAL INFORMATION

- A. PURPOSE:** The Department of General Services (DGS) is issuing this Invitation to Bid (IFB) to establish a multiple award Contract for Commonwealth agencies to procure Drug and/or Alcohol Laboratory Testing Services and/or On-Site Screening Devices.
- B. METHOD OF AWARD (MULTIPLE AWARD):** Award will be made on a multiple award basis to all responsible and responsive bidders who comply with the "Eligibility Requirements" set forth in this IFB. When services are needed, using agencies will issue Request for Quotes (RFQ) to suppliers on the List of Awarded Suppliers and will issue a Purchase Order (PO) to the Selected Supplier(s) based on best value determination. Specific agency requirements will be provided on each individual agency's RFQ. There is no guarantee that the award of a Contract will result in the award of a Purchase Order.
- C. CONTRACT TERM:** The contracts shall commence on the Effective Date listed on the contracts and expire on December 31, 2020.

Contracts may be renewed two (2) additional one (1) year term by mutual agreement between the Commonwealth and the supplier(s) per Section V.3. CONTRACT-002.2b of **Appendix A – Standard Contract Terms and Conditions.**

- D. ISSUING OFFICE:** DGS has issued this IFB on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this IFB shall be Cheryl Barth-Taylor, Issuing Officer. Please refer all inquiries to the Issuing Officer via e-mail at cbarthtayl@pa.gov.
- E. QUESTIONS AND ANSWERS:** If a bidder has any questions regarding this IFB, the bidder must submit the questions(s) via e-mail (*with the subject line "IFB 6100042295 Question"*) to the Issuing Officer named above. Question(s) must be submitted via e-mail no later than November 30, 2017. The Issuing Officer shall post as an addendum to this IFB the answers to the questions on the DGS website. Each bidder shall be responsible to monitor the DGS website www.emarketplace.state.pa.us for new or revised IFB information.
- F. BEST VALUE DETERMINATION (BVD):**
- 1. Definition:** Best Value Determination refers to the process of selecting the quote (or quotes) which provides the greatest value to the using agency based on the evaluation and comparison of all pertinent criteria, including cost, so that the supplier(s) whose overall quote best suit(s) the using agency's needs is selected.
 - 2. Best Value Criteria. Best Value criteria, can include but not limited to:**
 - a) Supplier's past performance;
 - b) Reliability in Responding to Service Requests;
 - c) Timely response to service requests;

- d) Ability to provide sufficient staff;
 - e) Availability; and
 - f) Price
3. **Best Value Determination Process:** Through a Request for Quote (RFQ), the agency will select the supplier(s) whose quote is determined to provide the best value based on the best value criteria set forth on each individual agency's RFQ issued to the Awarded Supplier(s). The best value process must be documented in writing and be retained in the agency file for the particular request.

IV-2. CRITERIA FOR QUALIFICATION

- A. **SUPPLIER REGISTRATION:** Interested bidders must register as a supplier on the PA Supplier Portal at www.pasupplierportal.state.pa.us. If your company is already registered in the PA Supplier Portal, registration is not necessary. Prior to registration, bidders are strongly encouraged to review the Supplier Registration and Bidding guides available at the Supplier Service Center at: <http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Supplier%20Service%20Center/Pages/default.aspx#.WJSPQuIo6Uk>

For any questions or issues related to the registration process, contact the Supplier Service Center (CSC) at 877-435-7363 Option 1. For any questions or issues related to the online bidding process, contact the Supplier Service Center (CSC) at 877-435-7363 Option 2.

- B. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) REGULATIONS:**

The selected Supplier will comply with all federal or state laws related to the use and disclosure of information, including information that constitutes Protected Health Information (PHI) as defined by the Health Insurance Portability and Accountability Act (HIPAA). By submitting a response, the Supplier agrees to the Business Associates Addendum contained in **Appendix E** of the IFB.

- C. **ELIGIBILITY REQUIREMENTS:** Suppliers interested in submitting a bid to become an Awarded Supplier must meet all the eligibility requirements. Bidders who fail to meet all the following eligibility requirements may result in bid rejection:
1. **SRM Registration.** Bidders must be a registered supplier within the PA Supplier Portal, www.pasupplierportal.state.pa.us.
 2. **Experience.** Provide documentation on company letterhead of a minimum of three (3) years' experience in providing or administering drug and/or alcohol testing services.

3. **Licensing/Credentials.** Bidders must provide as an attachment to their bid response valid and current copies of the following licenses, regulations, and/or certificates for all applicable laboratory(ies) and personnel (i.e. Medical Review Officer (MRO) and Third Party Administrator (TPA)), as applicable. Individual RFQ's will identify agency specific requirements.
 - a) Federal Department of Health and Human Services (HHS)/Substance Abuse and Mental Health Services Administration (SAMHSA); and
 - b) PA Department of Health (DOH) Certification; and/or
 - c) National Laboratory Certification Program (NLCP).

4. **Insurance.** Provide a copy of the Bidder's current insurance certificate which, at a minimum, should include the following:
 - a) Carrier (name and address);
 - b) Type of Insurance;
 - c) Amount of coverage;
 - d) Period covered by insurance

5. **Collection Site Network.** Bidder(s) must provide a Collection Site List with its bid response indicating at least one (1) collection site per county (fixed and/or mobile), as well as if the site is a primary or secondary site, for the collection services for both drugs and alcohol. Bidder(s) must indicate if a site is fixed or mobile. The Collection Site List must consist of a minimum of site name, indicating fixed or mobile, site address, phone number, county, site operation hours, and specify drugs and/or alcohol collection. The bidder must also provide a list (or indicator on the collection site list) for collection sites to be used for 24/7 time sensitive/emergency collections. Refer to Part IV-4, Section 1 of the IFB for further details. *This requirement is for Lot 3 services only.*

D. BID SUBMISSION: Bids must be electronically received through the PA Supplier Portal, www.pasupplierportal.state.pa.us . To be considered for Contract award, bidder must complete and return the following documents in response to this IFB.

1. **Appendix B** –Domestic Workforce Utilization Form
2. **Appendix C** – Cost Submittal Form

The Cost submittal worksheet contained in Appendix C of this IFB shall constitute the Cost Submittal. Bidders will not provide individual agency pricing with its bid response. Bidders will submit a percentage discount off their published or customized price list and include a copy of the most recent price list with its bid response, either published or customized. Percentage discount may not decrease throughout the term of the contract.

3. **Appendix E** - Health Insurance Portability and Accountability Act (HIPPA) Regulations
4. **Appendix H** – Iran Free Procurement Form
5. Documentation that the bidder has at least three (3) years' experience in providing drug and alcohol testing services for public or private organizations.

Acceptable documentation would be, but is not limited to, references, invoices, tax returns, articles of incorporation, etc.

6. Proof of Licenses/Credentials for lab and personnel
7. Proof of Insurance
8. Collection Site List (Lot 3 Only)

IV-3. RFQ PROCESS (AGENCY ORDERING PROCEDURE)

A. SUPPLIER SELECTION FOR RFQ: All bidders awarded under this Contract, who meet the eligibility requirements as set forth in Part IV-2, will be placed on the *List of Awarded Suppliers*. When an agency requires services covered under this Contract, all Awarded Suppliers who have indicated an interest in providing service under the Lot of need, shall be issued a Request for Quote (RFQ) by the using agency. A sample RFQ Template is attached to this IFB as **Appendix D**.

B. REQUEST FOR QUOTE (RFQ):

1. **RFQ Format.** The respective state agency will solicit quotes through the RFQ process via E-mail. The Selected Supplier(s) must provide Drug and/or Alcohol Testing Services and/or On-Site Screening Devices for each using agency as set forth in the Invitation for Bid (IFB), and the respective agency RFQ. The scope of service and specification should clearly define (but not be limited to) the following information:
 - a) The required service Lot(s);
 - b) Specific agency requirements;
 - c) Term of Purchase Order;
 - d) Best Value Determination Criteria;
 - e) How award will be made (i.e. – multiple award, by location, etc.)
 - f) Specific training needed by the requesting agency; and
 - g) Pricing Format.

2. **RFQ Pricing Format.** The respective state agency will outline the specific pricing structure within their RFQ, to include but not limited to, single-substance screening, single-substance confirmation and multiple-substance screening, panel, and/or bundle analyses, as well as test type, test description, estimated volume, CPT code, unit price, and total cost. Awarded Supplier(s) may offer an explanation of method(s) and positive reading(s) must automatically be quantitatively confirmed for same substance(s) at no additional cost to the Commonwealth. Awarded Suppliers must submit their quote, at an equal to or greater percent discount off their original published or customized prices list submitted in **Appendix C – Cost Submittal** of the IFB.

C. QUOTE: Interested Suppliers receiving an RFQ from a using agency under this t Contract must adhere to the following:

1. Awarded Suppliers receiving a RFQ from a using agency under this Contract are not obligated to respond to the RFQ but are encouraged to return a “No Quote”

submission, providing information why the Supplier is not interested in providing a quote for the respective agency.

2. Completed quote must be returned by the method specified on the RFQ. It is the responsibility of each supplier to ensure that its quote is submitted to the location specified on the RFQ prior to the date and time set for the opening of quotes, regardless of medium used. If a supplier is permitted to and decides to mail in its quote, it is advised to allow adequate time for delivery. No quote shall be considered if it arrives at the location specified on the RFQ after the date and time set for the quote opening. Agencies are not required under law to conduct a public "bid opening" of quotes but should provide quote results if requested.
3. Quotes submitted in response to the RFQ submitted via email. Quotes submitted electronically must be submitted by an authorized signatory of the company or the quote will be rejected.
4. Quotes must be firm. If a quote is submitted with conditions or exceptions or not in conformance with the terms and conditions referenced in the Contract and the RFQ, it shall be rejected. The quote shall also be rejected if the services offered by the supplier are not in conformance with the scope of service and specifications contained in the RFQ.

D. PURCHASE ORDER: After a RFQ is solicited, and quotes are received and evaluated, the issuing agency shall execute and issue a Purchase Order(s) to the supplier(s) offering the best value in response to the RFQ. If only one response is received to an RFQ, the using agency is under no obligation to re-issue an RFQ and may proceed to issue a Purchase Order to the single respondent to the RFQ.

Suppliers may not proceed to provide services under this Contract until receipt of the Fully Executed Purchase Order from the issuing agency. The Purchase Order will constitute authority to furnish the specified services and/or on-site screening devices and must be referenced when invoicing. Each RFQ and Purchase Order will be deemed to incorporate the terms and conditions set forth in this Contract. If any conflicts or discrepancies should arise in the interpretation of a PO, the order of precedence shall be: The Contract; The PO and any attachments thereto, including: (1) the Supplier's quote, as accepted by the Commonwealth; and (2) the RFQ.

E. TERM OF PURCHASE ORDER: Agencies may issue purchase orders for the initial term of the contract.

F. START-UP/IMPLEMENTATION: The Selected Supplier(s) must ensure a smooth transition of service from the current contractor(s).

1. The Selected Supplier(s) shall be afforded up to a sixty (60) day period to develop and ramp-up services.
2. The Selected Supplier(s) must coordinate and work with the using agencies and current contractor(s) to ensure that transfer of records occurs in such a manner to successfully carry out the requirements of this IFB in an effective and timely manner.
3. All records (including testing records from previous contractors) must be maintained and retained in accordance with individual agency RFQ requirements.

4. Full implementation is required sixty (60) days from award of purchase order. No payments will be rendered until services are provided.

G. **RECORD TURNOVER:** The Selected Supplier(s) must transfer all records in a format outlined by the using agency, at the end of the contract to transition contract service delivery to a successor contractor or to the Commonwealth resources.

IV-4. SCOPE OF SERVICES

A. **OVERVIEW:** This Contract will provide statewide Drug and Alcohol Testing services and/or On-Site Screening Devices for using agencies drug and alcohol testing needs. The Department is seeking qualified suppliers with the experience, background, certifications, and services at competitive prices while ensuring that agency requirements are met in compliance with all local, state and federal regulations. The Awarded Suppliers shall provide all facilities, labor, materials, services, skills, supervision, and necessary equipment to manage and conduct provision of services and/or supplies under this Contract.

B. **SERVICE LOTS:** This IFB is divided into a series of service Lots for the various types of services, supplies, and/or on-site screening devices that may be provided under this Contract. Bidders may bid on an individual Lot or any combination of Lots as described below:

1. **Lot 1 – Laboratory Testing Services, Specimen Collected by Agency, cup or specimen collection device provided by Awarded Supplier(s).** Provide all items necessary, at no additional charge, for the Agency to collect, identify, and ship specimens to the Awarded Supplier(s) for laboratory testing.

2. **Lot 2 – Laboratory Testing Services, Specimen Collected by Agency, cup or specimen collection device provided by the Commonwealth.** Provide all items necessary, at no additional charge, for the Agency to identify, and ship specimens collected in an approved Federal Drug Administration (FDA) cup or device pre-purchased by the Agency.

3. **Lot 3 – Laboratory Testing Services, Specimen collected by Awarded Supplier(s) either at collection site or Agency designated site.** Provide all items necessary, at no additional charge, to collect, identify and ship specimens.

4. **Lot 4 – On-Site Screening Devices.** Provide a variety of on-site screening devices, which can render a qualitative result(s) as outlined in Part IV-5.

C. **SERVICES:** The Awarded Supplier(s) shall provide Drug and/or Alcohol Testing Services and/or On-site Screening Devices as defined in IV-4 of the IFB. These services will be provided as an independent contractor, not as an employee(s) of the Commonwealth. The Awarded Supplier(s) shall render services in accordance with the policies, procedures, and standards of each Commonwealth agency. The Awarded Supplier(s) and any sub-contracted entities must have working knowledge and be in compliance with federal, state, and local regulations (HHS, FDA, PA DOH). In any event

where the Awarded Supplier(s) creates a scenario where an Agency is found to be out of compliance with federal, state, and local standards, laws, and regulations (HHS, DOT, PA DOH), the Awarded Supplier(s) will be liable and responsible for any damages (administrative, operational, monetary) suffered by any using agency. All non-compliance issues and service deficiencies must be addressed, in writing, to each affected using Agency, to include a proposed solution, within forty-eight (48) hours of supplier's receipt of notification with the approved resolution in place within five (5) business days thereafter.

Links to associated regulations are as follows:

1. Department of Health and Human Services (HHS) – Substance Abuse and Mental Health Services Administration (SAMHSA) <https://www.samhsa.gov/workplace/drug-testing>
2. US DOT - <https://www.transportation.gov/odapc>

D. AGENCIES & LOCATIONS: For the purpose of this IFB, the following are the known major agencies and sites. The Commonwealth reserves the right to add or delete additional agencies and/or agency sites with drug and/or alcohol testing service and/or on-site screening device needs that are within the scope of the contract throughout the term of this contract and/or as required by the individual agency RFQ.

1. Department of Corrections (DOC)

- a) Inmate testing shall be rendered for twenty-two (22) male institutions, two (2) female institutions, and one (1) co-ed boot camp.
- b) Offender testing shall be rendered for sixty-seven (67) Bureau of Community Corrections facilities.
- c) Employee reasonable suspicion testing shall be rendered for forty-three (43) facilities.

2. Pennsylvania Board of Probation and Parole (PBPP). Offenders throughout the Commonwealth are tested by agency staff from twenty-six (26) office sites.

3. Office of Administration (OA). Applicant and employee testing for commercial driver's license positions (CDL) across the Commonwealth, in accordance with Federal Department of Transportation (DOT) regulations.

4. Pennsylvania State Police (PSP).

- a) **PSP – Bureau of Human Resources.** Applicant testing, including Cadet and Liquor Enforcement Officer (LEO) testing, shall be conducted (currently in Greensburg and Hershey, PA) continually throughout the year, as well as testing for reasonable suspicion.
- b) **PSP-Recruitment & Special Services Section.** Random drug testing of enlisted members. Testing shall be rendered for sixteen (16) troops and various stations throughout the Commonwealth.
- c) **PSP-Internal Affairs Division.** Reasonable grounds testing of PSP enlisted and civilian members for Internal Investigations.

5. **Pennsylvania Turnpike Commission (PTC).** Applicant and employee testing for CDL positions across the Commonwealth, in accordance with Federal DOT regulations, and employee reasonable suspicion testing.
6. **Department of Human Services (DHS)**
 - a) **Office of Mental Health and Substance Abuse Services (OMHSAS)** – Employee reasonable suspicion testing shall be rendered for approximately two (2) facilities. Pre-employment testing for approximately seven (7) facilities.
 - b) **Office of Income Maintenance (OIM)** testing of applicants for and recipients of public assistance currently in three (3) counties.
 - c) **Office of Children, Youth, and Families** pre-employment testing for approximately five (5) facilities.
 - d) **Office of Developmental Programs (ODP)** – Pre-employment testing at approximately five (5) facilities.
7. **Pennsylvania Gaming Control Board (PGCB).** Applicant pre-employment and employee reasonable suspicion testing for approximately fifteen (15) facilities.
8. **Pennsylvania Racing Commission.** Licensees are randomly tested continually throughout the year at six (6) racetracks located across the Commonwealth, in compliance with the following:
 - a) [Race Horse Industry Reform Act:](http://www.legis.state.pa.us/WU01/LI/LI/US/PDF/1993/0/0018..PDF)
 - b) Horse Racing Commission and [PA Code Title 58:](https://www.pacode.com/secure/data/058/058toc.html)
9. **Department of State – Professional Health Monitoring Program (PHMP)**

This drug testing program currently serves 1,105 PHMP Participants.

- E. PERSONNEL:** The Awarded Supplier(s) are expected to utilize standards of professionalism in all aspects of the performance of the contract. All personnel must be fully qualified for the performance of the task to which assigned. In the event of recurring and/or un-resolved personnel performance issue(s), the Commonwealth has the right to request that such personnel be replaced.

Awarded Supplier(s) must provide the following, as applicable and in accordance with the individual agency RFQ requirements:

1. **Account Manager.** Program management and problem resolution. The account manager that will serve as the key point of contact for Commonwealth agencies and will ensure that the managed service provider network meets all Commonwealth requirements. Account managers must be available between the hours of 7:30 am to 5:00 pm. Any changes in the account manager shall be kept to a minimum, and agency Designated Employee Representative (DER) shall be notified immediately. A phone number, cell phone number, fax number, email address, and alternate contact shall be provided for the account manager.

2. **Customer Service.** 24/7/365 – telephone number – live personnel. Customer Service is of the utmost importance. It is expected the Awarded Supplier(s) provide competent professionals qualified to answer questions regarding the status or respond to issues that agencies may have. Problem resolution may include technical support outside normal working hours.
3. **Medical Review Officer (MRO).** The supplier must provide MRO services to certify all results for controlled substances. The MRO must meet all HHS guidelines, requirements, and regulations. The MRO must provide witness statement(s), and/or live testimony in cases of grievances, appeals, or other legal or administrative actions. The supplier must develop and maintain a quality assurance process for MRO services, investigate and resolve deficiencies, and develop corrective action plans acceptable to the Commonwealth.
4. **Certifying Scientist.** The Awarded Supplier(s) shall provide access to a certifying scientist(s) to answer questions regarding the testing procedures or results. The certifying scientist(s) shall be knowledgeable in the areas of cross-reactivity, prescription medication effects, immuno-assay and confirmation procedures, chain of custody, interpretation of drug analyses, and interpretation of adulteration tests. The certifying scientist(s) must be available during normal working hours of operation.
5. **Third Party Administrator (TPA).** The supplier must provide Third Party Administrator services as required by the individual agency RFQ, including provision of chain and custody forms, selection of employee names for random testing, transmission of drug and alcohol test results to the Designated Employer Representative (DER), and creation of reports required under DOT guidelines.

F. LABORATORY SUPPLIES: Supplies necessary to collect, identify, ship, and test specimens – to include, but not limited to:

1. **Chain of Custody Forms.** The Commonwealth requires that all specimens be handled with a thorough Chain of Custody (COC) process. The awarded supplier(s) shall provide pre-printed Chain of Custody Forms (CCF) in accordance with the individual agency's RFQ requirements. At a minimum, the CCF must include a security seal that covers the specimen lid, adhering to both the lid and cup to prevent tampering. The security seal must identify the source of the specimen submitted.

The awarded supplier(s) shall provide the following pre-printed CCFs as required by the individual agency RFQ:

- a) Federal DOT CCF
- b) Non-Federal CCF
- c) Alcohol
 - i) DOT
 - ii) Non-DOT
- d) Criminal Justice
 - i) PA Dept. of Corrections (PADOC)
 - ii) PA Board of Probation and Parole (PBPP)
 - iii) PA State Police (PSP)

2. Shipping Supplies.

- a) Pre-Paid, pre-addressed shipping labels for overnight/same-day service;
- b) Leak resistant shipping containers;
- c) Plastic, double-pouch, sealable bags, and absorbent material;
- d) Shipping containers must comply with all pertinent U.S. Postal, DOT, and International Air Transportation Association (IATA) regulations.

- G. PICK-UP AND TRANSPORTATION:** The Commonwealth's requirements for specimen pick-up and transportation may vary by agency and may include pick-up at fixed collection sites in each county of the Commonwealth, and/or Commonwealth facilities, and/or shipped via U.S. mail or private package delivery service (including overnight delivery). Appropriate procedure manuals, instructions, shipping materials, specimen collection kits, and any other necessary materials shall be provided as identified in the individual agency's RFQ.

The Awarded Supplier(s) must accept and perform tests on specimens submitted by using agency in cup/screening device produced by any manufacturer.

- H. COLLECTION SITES (LOTS 1 and 3 ONLY):** Bidder(s) must designate at least one (1) collection site per county (fixed and/or mobile), within each of the sixty-seven (67) counties in Pennsylvania. One (1) site per county is the minimum requirement; however, multiple sites per county are preferred. Collection sites must collect specimens and perform split specimen collections, if applicable, in accordance with DOT and HHS guidelines/requirements/regulations. Services must be available in all sixty-seven (67) counties 24/7/365. Agencies will outline specific collection site requirements regarding fixed/mobile sites on the individual agency RFQ.

Mobile collection services may require pre-scheduled appointments for less time-sensitive (non-emergent) collections (including pre-employment, random testing, return-to-duty, and/or follow-up). For time-sensitive (emergent) collections (i.e. reasonable suspicion and post-accident tests), mobile collectors shall arrive at the worksite within two (2) hours of receiving notification of the need for a time-sensitive collection. Use of hospital emergency rooms or other specific collections sites may be used in lieu of mobile collectors to meet the two (2) hour response requirement.

Agency collection site needs are subject to change. Collection site changes will be made no more than quarterly and must be pre-approved by the using Agency.

- I. LABORATORY:** The Awarded Supplier(s) shall provide an HHS certified laboratory, to perform specimen analyses. The laboratory must also be certified by HHS to participate in DOT testing. A secondary HHS certified lab must be available for all split-specimen requests, as required by individual agency RFQ requirements, for testing of Vial B of a split urine specimen. All lab services must operate in accordance with DOT and HHS guidelines, requirements, and regulations or in accordance with standards set forth in the agency RFQ.

The Awarded Supplier(s) shall maintain a physical facility that meets all applicable federal, state, and local regulations (e.g. building codes) and shall not endanger the health and safety of employees and the community. The Awarded Supplier(s) shall not have received a citation for violation of fire, safety, health, environment, or building codes for the twelve (12) month period preceding this solicitation.

J. TESTING:

1. When testing for alcohol and/or controlled substances, the Awarded Supplier(s) must be capable of detecting and confirming the following substances at the minimum cutoff levels listed. This list and the cutoff levels are subject to change at any time depending on regulatory or Agency policy changes, usage of drugs of abuse and the introduction of new designer drugs to the public.
2. Vendor must submit all synthetic drug types and chemical makeup that they currently test for, including but not limited to cannabimimetic and cathinones.
3. Vendor must provide any additions or deletions to the type or number of chemical compounds of drug tested for, prior to implementation.

**Testing of Limit of Quantitation
For Lots 1 and 2**

Drug	Initial Screen	Confirmation
**Alcohol	400,000 ng/ml (.4 mg/ml)	100,000 ng/ml (.1 mg/ml)
Amphetamines	500ng/ml	250ng/ml
Barbiturates	200 ng/ml	200 ng/ml
Benzodiazepines	200 ng/ml	200 ng/ml
Cocaine	150 ng/ml	100 ng/ml
Cannabinoid (THC)	50 ng/ml	15 ng/ml
Fentanyl	.5 ng/ml	.5 ng/ml
LSD	.5 ng/ml	.5 ng/ml
Methadone	200 ng/ml	200 ng/ml
Opiates	2000 ng/ml	100 ng/ml
Oxycodone	100 ng/ml	100 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml
Buprenorphine	10 ng/ml	10 ng/ml
Methamphetamine	500 ng/ml	250 ng/ml

LOT 1 ONLY (Department of Corrections)

Table A	PADOC	
Drug	Initial Screen	Confirmation
**Alcohol	40 ng/ml	40 ng/ml
Amphetamines	300 ng/ml	300 ng/ml
Barbiturates	200 ng/ml	200 ng/ml
Benzodiazepines	200 ng/ml	200 ng/ml
Cocaine	150 ng/ml	100 ng/ml
Cannabinoid (THC)	40 ng/ml	15 ng/ml
Fentanyl	.5 ng/ml	.5 ng/ml
LSD	.5 ng/ml	.5 ng/ml
Methadone	200 ng/ml	200 ng/ml
Opiates	150 ng/ml	100 ng/ml
Oxycodone	100 ng/ml	100 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml
Buprenorphine (Suboxone)	10 ng/ml	10 ng/ml
Opana	300 ng/ml	300 ng/ml
MDMA	300 ng/ml	300 ng/ml
Methamphetamine	1,000 ng/ml	500 ng/ml

LOT 2 ONLY (Department of Corrections)

Table B	PADOC	
Drug	Initial Screen	Confirmation
Cannabimimetics	Any detectable amount	Any detectable amount
Cathinones	Any detectable amount	Any detectable amount

4. Cost shall be provided for single panel screen for Cannabimimetics and Cathinones. An immediate LC/MS/MS confirmation shall be conducted upon receiving a positive for all test results based upon the chain of custody test designation (for inmates under the direct control of the PADOC). **(Lot 2 only)**
5. New or emerging drugs may be added to testing at the direction of the PADOC and drug panel screens may be changed at any time at the direction of the PADOC with no additional cost. **(Lots 1 and 2)**

For Lot 3 only, substances tested for, and screening and confirmation levels will be done in accordance with DOT and HHS guidance/regulations/requirements. The list of drugs and the screening and confirmation levels are found at

<https://www.transportation.gov/odapc/part40/40-87>.

6. **Specimen Screening and Confirmation Timeframes.** The Awarded Supplier(s) laboratory will properly store and process the specimen within the following timeframes and in accordance with individual agency RFQ requirements:
 - a) **Immunoassay screening.** Specimen(s) processed within twenty-four (24) hours of receipt.

b) Confirmation by GC/MS. Specimen(s) processed within forty-eight (48) hours of receipt; or

Confirmation by LC/MS/MS.

- i) Common substances, specimen(s) processed within two (2) days of receipt.
- ii) Designer substances, specimen(s) processed within five (5) days of receipt.

K. DESIGNER DRUGS: With the enactment of Act 7 of 2011, the Commonwealth of Pennsylvania's Department of Health added numerous "designer drug" substances to its Schedule I, thus making them illegal to possess or sell under the Controlled Substance, Drug, Device, and Cosmetic Act (35.P.S. 780-101 et. seq.) "*Designer drug*" means a substance other than a controlled substance that is intended for human consumption and that either has a chemical structure substantially similar to that of a controlled substance in Schedules I, II or III of this act or that produces an effect substantially similar to that of a controlled substance in Schedules I, II or III. Examples of chemical classes in which designer drugs are found include but are not limited to, the following: Phenethylamines, N-substituted piperidines, morphinans, ecgonines, quinazolinones, substituted indoles and arylcyloalkylamines. Bidders may be required in accordance with agency requirements to have comprehensive capabilities in the area of detection, quantification, and reporting of a wide array of designer drug substances and compounds, and their metabolites, which is subject to change during the contract term.

Additionally, and in accordance with agency requirements, bidders must be able to detect and quantify the following substances, and their metabolites, intended to treat erectile dysfunction (ED) in men:

- 1. Tadalafil (Cialis)
- 2. Vardenafil (Levitra; Staxyn)
- 3. Sildenafil (Viagra)

L. REFLEXIVE CONFIRMATION TESTING: In the event of an immuno-assay screen yields a positive result(s), an automatic confirmatory test by GC/MS or LC/MS will be performed to confirm the previous result(s). The Awarded Supplier(s) shall perform additional GC/MS or LC/MS confirmation procedures upon request from the using agency and without cost to the Commonwealth for any positive immuno-assay not automatically confirmed. Quantitative levels must be reported for all GC/MS or LC/MS confirmations performed.

M. SPECIMEN VALIDITY FACTORS (ADULTERATION): The Awarded Supplier(s) may be requested to perform analysis on each specimen submitted to detect abnormal deviations for, at minimum, the following factors: creatinine, specific gravity, and pH. A quantitative display and interpretation statement must be printed on all specimen reports indicating diluted, substituted or adulterated specimens based on the results of the adulteration tests, in accordance with HHS regulations.

N. CONFIDENTIALITY: The Award Supplier(s) shall not disclose test results to any unauthorized individual and/or Agency. The Awarded Supplier(s) shall be expected to treat all proprietary information as confidential and to acknowledge that it is only authorized to disclose or otherwise divulge proprietary information to authorized

employees of the Commonwealth or the Awarded Supplier(s) that require access to perform services within the scope of the contract.

- O. LOGISTICS – STORAGE:** For the purpose of drug and alcohol testing specimens shall be stored for a minimum of thirty (30) days. All positive specimens (including adulterated, substituted and invalid specimens) must be held in frozen storage for a minimum of one (1) year or longer, if requested by individual agency.
- P. EXPERT TESTIMONY:** The Awarded Supplier(s) must be able to provide the necessary staff or expert testimony in the event of any administrative or legal action by a donor regarding testing processes.
1. The Awarded Supplier(s) shall provide such expert witness testimony at administrative proceedings, or as needed for court proceedings. Awarded Supplier(s) will provide written and/or telephone consultation to agency and/or attorney representing agency, upon request. The expert witness shall be knowledgeable in all collection, laboratory, and MRO standard operating procedures. Expert witnesses may be required to assist in pre-trial preparation, cross-examination of defense experts. Expert witness services must be provided from the supplier, collection site, laboratory, and MRO, as needed, and will be provided at no additional charge.
 2. The Awarded Supplier(s) shall be responsible for arranging transportation to and ensuring availability for court proceedings.
- Q. TRAINING:** The Awarded Supplier(s) may provide, upon award of purchase order and at no cost to the Commonwealth, a comprehensive, in-person user training module, to be conducted by supplier's staff at the agency's location(s) within the first ninety (90) days and/or upon agency request. Training module content shall be made available to all agency personnel. Subject matter must include, at minimum, chain of custody, forms, overview of laboratory methodology, reporting methods, reporting access and interpretation of results, and any other applicable matter, materials, or knowledge which would aid service users. The Awarded Supplier(s) shall further allow for cross-training of agency staff, to be announced, and at no cost to the Commonwealth, in order for staff to administer the training module. The Awarded Supplier(s) shall provide periodic updates to the training module and related materials as relevant changes occur. Training requirements may vary depending on the using agency's requirements.
- R. MANUALS:** The Awarded Supplier(s) shall provide a manual for each location at no cost to the Commonwealth, to be used as a reference guide. The manual shall include but is not limited to: specimen collection procedure(s); a chain of custody; information outlining shipping methods utilized by the laboratory (i.e. U.S. Postal Service and/or private courier); reporting of test results; laboratory screening procedures; laboratory confirmation procedures; drug detection periods; explanation of specimen validity (adulteration) test; and cross reactivity guide. The manual shall contain examples of all documentation forms and methods used by the collector and the laboratory. The manual shall be updated as needed due to changes in supplier procedure.

S. INFORMATION TECHNOLOGY BULLETIN (ITB) COMPLIANCE REQUIREMENT:

The Awarded Supplier(s) delivering services to agencies under the Governor's jurisdiction are required to comply with the IT standards and policies issued by the Governor's Office of Administration, Office of Information Technology (OA/OIT), for the Commonwealth enterprise (See. www.oit.state.pa.us). When an agency or service provider believes there is a need to deviate from these standards/policies, they must first receive approval from OA/OIT's Deputy Secretary.

T. INFORMATION TECHNOLOGY POLICIES: The Contractor shall comply with the IT standards and policies issued by the Governor's Office of Administration, Office for Information Technology (OA/OIT) (located at: <http://www.oa.pa.gov/Policies/Pages/itp.aspx>), including the accessibility standards set out in IT Policy ACC001, *Accessibility Policy*. The Contractor shall ensure that Services and Supplies procured under this Contract comply with the applicable standards. In the event such standards change during the Contractor's performance, and the Commonwealth requests that the Contractor comply with the changed standard, then any incremental costs incurred by the Contractor to comply with such changes shall be paid for pursuant to a change order to the Contract.

U. INDIVIDUAL SPECIMEN RESULT REPORTING: Individual specimen results report must be transmitted by method specified in the individual agency RFQ within 24 hours of result finding. Laboratory and/or MRO Result Report may include, but is not limited to:

1. Laboratory and/or MRO letterhead with name, address, phone and fax #;
2. Collection location title;
3. Ordering agency/facility;
4. Agency account number;
5. Agency Contact person
6. Employee or individual donor name;
7. Donor Identification number;
8. Reason for test;
9. Authority under which test conducted (CDL only);
10. Name of individual that collected the specimen;
11. Date and time of specimen collection
12. Date and time received by laboratory and/or MRO;
13. Date and time reported by laboratory and/or MRO;
14. Substance or metabolite name(s);
15. Reference ranges/cut-off levels;
16. Qualitative and Quantitative Test results;
17. Adulteration Tests, cut-offs, and results;
18. Rejected specimen and reason(s);
19. MRO original signature (as required by the using agency).
 - a) MRO will certify the lab results within the following timeframes:
 - i) For negative lab results within twenty-four (24) hours of receipt of results and COC.
 - ii) For positive lab results within five (5) days using U.S. HHS and DOT guidelines.

b) Transmission of Results

- i) The Awarded Supplier(s) will report individual laboratory results via web reporting and/or automated upload, in accordance with individual agency RFQ requirements, directly to the appropriate requestor within twenty-four (24) hours of result findings.
- ii) MRO will provide certified result reports in accordance with individual agency requirements.
 - Positive results, Adulterated or Substituted, Results requiring an immediate recollection, and refusals to test – results to Designated Employee Representative (DER) no later than ten (10) minutes after confirmation.
 - Results of split sample (Vial B) – results to DER within twenty-four (24) hours of confirmation
 - Negative results – results to DER within twenty-four (24) hours of confirmation.

20. Certifying Scientist original signature for positive confirmation reports (as required by the using agency)

V. STATISTICAL REPORTING: Reporting may be required for the following reports, including but not limited to:

1. **Quarterly Reports.** Awarded Supplier(s) may need to provide reports pertaining to CDL testing, as required by the Omnibus Transportation Employee Testing Act of 1991 (Act), and any regulations that have been, or will be, implemented because of the Act, as required by using Agency.
2. **Ad-hoc and Special Reports.** Awarded Supplier(s) may need to provide ad-hoc and special reports for individuals with diluted specimens, test history of recipients, monthly summaries of test results, etc., as required by using Agency.
3. **Semi-Annual/Annual Reports.** Awarded Supplier(s) may need to provide semi-annual/annual aggregate reports of drug and/or alcohol tests, as required by using Agency.

W. REPORTING METHOD:

1. **Web-based Reporting.** In accordance with individual agency RFQ requirements, the Awarded Supplier(s) may be required to provide and maintain a secure, web-based management tool that allows access to all drug and alcohol test results for data reporting within thirty (30) days of purchase order award. Adequate security shall include user logon by password, which allows user to access only those records specific to user's agency and program area/facility. Timeframe(s) for delivery of test results to the web-based tool shall be based on the individual agency RFQ requirements.

- a) Upon award of the purchase order, agencies will work with the Awarded Supplier(s) to customize the web-based reporting tool. Per agency request, the Awarded Supplier(s) shall provide an initial orientation at each agency site, to include training on the web-based reporting tool, describe overview of services, and to answer agency questions. During the thirty (30) day implementation

period, the Awarded Supplier(s) must provide reporting by alternate method in accordance with individual agency requirements.

- b) For all verified results and all positive test results, results requiring an immediate collection under direct observation, adulterated or substituted specimen results, and other refusals to test, the Awarded Supplier(s) shall notify the agency DER and the individual being tested immediately as directed by the agency. Each agency/program will identify the DER on their individual RFQ. Agencies with reasonable suspicion testing may have a DER at each field site.
 - c) In addition to the web-based reporting tool, the Awarded Supplier(s) may also be required by the individual agency RFQ to have the capability to provide duplicate hard copy or electronic reports (i.e. E-mail).
 - d) Awarded Supplier(s) must be able to provide automated upload of test results to automated drug test systems designated by agencies meeting OA and agency IT requirements.
 - e) The web-based tool must have the capability to provide a consolidated computerized invoice that lists each test performed in the previous month for each agency. For auditing purposes, one account number should be established for each agency, and each location should have separate sub-account numbers.
 - f) The MRO must have web-based tool reporting capabilities.
 - g) The web-based tool should also allow agencies to access an online manual.
 - h) The Awarded Supplier(s) must have the capability to provide emergency procedures and backup to its web-based reporting tool in the event that the web-based tool is not in service, including the thirty (30) day implementation period.
2. **PA DOC Random Inmate Selection Process (RISP) database.** For PA DOC only, the Awarded Supplier(s) will report, on a daily basis, individual laboratory results via web reporting and automatically upload to the RISP database within twenty-four (24) hours of result findings. The development of this automated upload transfer will be the responsibility of the Awarded Supplier(s) to coordinate with the PA DOC's Bureau of Information Technology (BIT) and must be designed to PA DOC's specifications and the Commonwealth's security requirements. Further details will be provided within the individual agency RFQ.
3. Additional reporting via secure email, fax, hard copy dependent may be required as per individual agency RFQ requirements.

- X. **NETWORK OF SUBCONTRACTORS:** Awarded Supplier(s) may use a network of subcontractors to perform a significant amount of services. The Awarded Supplier(s) will assume responsibility for managing the subcontractor relationships including payments to subcontractors. The Commonwealth requires that the Awarded Supplier(s) include terms and conditions in their subcontract agreement with each subcontractor that binds the contract that will result from this IFB. Using agencies have final approval of sub-contracted entities.

IV-5. ON SITE SCREENING DEVICES

- A. For Lot 4 only, the Awarded Supplier(s) must have the capability to provide on-site screening devices for the following test types, including but not limited to:

1. Oral Fluid Screening; and/or
2. Urine Screening; and/or
3. Breathalyzer; and/or
4. Retinal Scan.

B. Screening devices shall conform to the following U. S. Food and Drug Administration (US FDA) regulations, as applicable.

<https://www.fda.gov/Drugs/GuidanceComplianceRegulatoryInformation/default.htm>

IV-6. SERVICE LEVEL AGREEMENTS. The Commonwealth has developed a set of minimum Service Level Agreements (SLA), defined in **Appendix I**, which the Awarded Supplier(s) are expected to meet, or exceed, in order to be in good standing on the Contract. The SLA's may be reviewed by the Agency DER or designee to identify any issues requiring immediate attention, and will be reviewed between Agency and the Awarded Supplier(s), as requested by the Agency.

The Awarded Supplier(s) will be allowed a thirty (30) day grace period during the implementation phase of the contract to "ramp up" services, without scoring on the performance metrics contained in the **Appendix I**. After the thirty (30) day grace period, tracing of each of the performance metrics shall begin, and the first report shall be due to the Agency designee one (1) month after the grace period ends. The Awarded Supplier(s) should develop a scorecard, which includes the performance metrics and can be reviewed, per agency request. If the Awarded Supplier(s) do not meet the agreed upon Performance Targets, the following actions will be taken. A discussion will take place between the Awarded Suppliers' representative(s) and the agency. The Awarded Supplier(s) will be required to develop a corrective action plan to improve on the problem area(s), submit the corrective action plan to the using agency within five (5) business days of the infraction and correct the issues within thirty (30) days of the date of the corrective action plan is approved.

IV-7. PAYMENT PROVISIONS. The Awarded Supplier(s) will be reimbursed monthly for testing services provided to each using Agency.

Invoices can be emailed to 69180@pa.gov.

If not familiar with the commonwealth's E-Invoicing Program, please visit our [E-Invoicing Program](#) page for details and requirements.

If you are unable to participate in the E-Invoicing Program, you can mail a paper invoice to:

Commonwealth of Pennsylvania – PO Invoice

PO Box 69180

Harrisburg, PA 17106

Table of Contents

PART I - GENERAL INFORMATION.....	3
I.1 IFB-001.1 Purpose (Oct 2006).....	3
I.2 IFB-005.1 Type of Contract (Oct. 2006).....	3
I.3 IFB-008.1C No Pre-bid Conference (Oct. 2006).....	3
I.4 IFB-009.1 Questions (February 2012).....	3
I.5 IFB-010.1 Addenda to the IFB (Oct. 2006).....	3
I.6 IFB-011.1B Submission of Bids – Electronic Submittal (May 2011).....	3
I.7 IFB-024.1 Bid Protest Procedure (April 2016).....	4
I.8 IFB-025.1 Electronic Version of this IFB (Oct 2006).....	4
I.9 IFB-027.1 COSTARS Program (January 2017).....	4
I.10 IFB-029.1 Prices (Dec 6 2006).....	7
I.11 IFB-031.1 Alternates (Oct 2013).....	7
I.12 IFB-032.1 New Equipment (Nov 2006).....	7
I.13 I-IFB-033.1 Modification or Withdrawal of Bid (Nov 2006).....	7
I.14 I-IFB-034.1 Rejection of Bids (Nov 2006).....	8
I.15 Submission-001.1 Representations and Authorizations (February 2017).....	9
PART II - REQUIREMENTS.....	10
II.1 IFB-006.1b COSTARS Program Election to Participate (July 2012).....	10
II.2 II-IFB-008.1b Lobbying Certification and Disclosure – Electronic Submission. (Oct 2006).	10
II.3 II-IFB-016.1 Post-Submission Descriptive Literature (Dec 2006).....	10
PART III - SELECTION CRITERIA.....	11
III.1 III-IFB-001.1a Mandatory Responsiveness Requirements (Oct 2006).....	11
III.2 III-IFB-006.1f Method of Award - All Bidders (April 2011).....	11
III.3 III-IFB-007.1 Awards (May 2011).....	11
III.4 III-IFB-008.1 Tie Bids (Nov 2006).....	11
III.5 III-IFB-009.1 Prompt Payment Discounts (Nov 2006).....	11
III.6 III-IFB-010.1 Option for Separate Competitive Bidding Procedure (Nov 2006).....	11
PART IV - WORK STATEMENT.....	12
IV.1 IFB-001.1b Statement of Work (Nov 2006).....	12
PART V - CONTRACT TERMS and CONDITIONS.....	13
V.1 CONTRACT-001.1b Contract Terms and Conditions (Nov 30, 2006).....	13
V.2 CONTRACT-002.1a Term of Contract – Contract (May 2012).....	13
V.3 CONTRACT-002.2b Renewal of Contract Term – Mutual (Oct 2013).....	13
V.4 CONTRACT-002.3 Extension of Contract Term (Nov 30 2006).....	13
V.5 CONTRACT-003.1a Signatures – Contract (July 2015).....	13
V.6 CONTRACT-004.1a Definitions (Oct 2013).....	14
V.7 CONTRACT-005.1d Purchase Orders (July 2015).....	14
V.8 CONTRACT-006.1 Independent Prime Contractor (Oct 2006).....	15
V.9 CONTRACT-007.01b Delivery of Services (Nov 30 2006).....	15
V.10 CONTRACT-007.02 Estimated Quantities (Nov 30 2006).....	15
V.11 CONTRACT-008.1a Warranty. (Oct 2006).....	15
V.12 CONTRACT-009.1c Patent, Copyright, and Trademark Indemnity (Oct 2013).....	15
V.13 CONTRACT-009.1d Ownership Rights (Oct 2006).....	16
V.14 CONTRACT-010.1a Acceptance (Oct 2006).....	16
V.15 CONTRACT-011.1a Compliance With Law (Oct 2006).....	17
V.16 CONTRACT-013.1 Environmental Provisions (Oct 2006).....	17
V.17 CONTRACT-014.1 Post-Consumer Recycled Content (June 2016).....	17
V.18 CONTRACT-014.3 Recycled Content Enforcement (February 2012).....	17
V.19 CONTRACT-015.1 Compensation (Oct 2006).....	17
V.20 CONTRACT-015.1A Compensation/Expenses (Oct 2013).....	17
V.21 CONTRACT-015.2 Billing Requirements (February 2012).....	17
V.22 CONTRACT-016.1 Payment (Oct 2006).....	18
V.23 CONTRACT-016.2 ACH Payments (Aug 2007).....	18
V.24 CONTRACT-017.1 Taxes (Dec 5 2006).....	18
V.25 CONTRACT-018.1 Assignment of Antitrust Claims (Oct 2006).....	19
V.26 CONTRACT-019.1 Hold Harmless Provision (Nov 30 2006).....	19

V.27 CONTRACT-020.1 Audit Provisions (Oct 2006) 19

V.28 CONTRACT-021.1 Default (Oct 2013) 19

V.29 CONTRACT-022.1 Force Majeure (Oct 2006)..... 21

V.30 CONTRACT-023.1a Termination Provisions (Oct 2013)..... 21

V.31 CONTRACT-024.1 Contract Controversies (Oct 2011) 22

V.32 CONTRACT-025.1 Assignability and Subcontracting (Oct 2013)..... 22

V.33 CONTRACT-026.1 Other Contractors (Oct 2006)..... 23

V.34 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (March 2015)..... 23

V.35 CONTRACT-028.1 Contractor Integrity Provisions (January 2015)..... 24

V.36 CONTRACT-029.1 Contractor Responsibility Provisions (Nov 2010) 26

V.37 CONTRACT-030.1 Americans with Disabilities Act (Oct 2006)..... 27

V.38 CONTRACT-032.1 Covenant Against Contingent Fees (Oct 2006) 27

V.39 CONTRACT-033.1 Applicable Law (Oct 2006)..... 27

V.40 CONTRACT- 034.1b Integration (Nov 30 2006)..... 27

V.41 CONTRACT-034.2b Order of Precedence - IFB (Dec 6 2006) 28

V.42 CONTRACT-034.3 Controlling Terms and Conditions (Aug 2011) 28

V.43 CONTRACT-035.1a Changes (Oct 2006)..... 28

V.44 CONTRACT-036.1 Background Checks (February 2016) 28

V.45 CONTRACT-037.1a Confidentiality (Oct 2013) 29

V.46 CONTRACT-051.1 Notice (Dec 2006)..... 30

V.47 CONTRACT-052.1 Right to Know Law (Feb 2010) 30

V.48 CONTRACT-053.1 Enhanced Minimum Wage Provisions (July 2016) 31

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 OF PENNSYLVANIA to satisfy a need for Drug and Alcohol Testing.

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.PA.GOV 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:

Contractor Classification	Required Administrative Fee
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 .

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 , 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

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 03 year(s) and 00 month(s).

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

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

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

The Contract may be mutually renewed for a maximum of 2 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 180 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 090 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.