



FULLY EXECUTED - CHANGE 4

Contract Number: 4400018777

Original Contract Effective Date: 03/14/2018

Contract Change Date: 02/03/2022

Valid From: 04/01/2018 To: 03/31/2023

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

Purchasing Agent

Name: Constance Ralph

Phone: 717-703-2931

Fax: 717-783-6241

Your SAP Vendor Number with us: 162498

Supplier Name/Address:

FLINK COMPANY
502 N VERMILLION ST
STREATOR IL 61364-2245 US

Supplier Phone Number: 815-673-4321

Supplier Fax Number: 815-672-2678

Please Deliver To:

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

Contract Name:

Truck Mounted Salt Spreader Units

Payment Terms

NET 30

Solicitation No.: 6100044841

Issuance Date: 02/09/2018

Supplier Bid or Proposal No. (if applicable): 6500118599

Solicitation Submission Date: 02/21/2018

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

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Spreader Parts	0.000		0.00	1	0.00
Item Text						
This line is for parts at the discount listed on the overview.						
2	30300 SS RUBBER TROUGH SPREADER, IOWA SP	0.000	Each	3,117.00	1	0.00
	Valid from 03/01/2018 to 02/02/2022					
	Price(Contract/Bid)	3,117.00	USD	1	EA	
	Valid from 02/03/2022 to 03/31/2022					
	Price(Contract/Bid)	3,117.00	USD	1	EA	
	Valid from 04/01/2022 to 12/31/9999					
	Price(Contract/Bid)	3,998.75	USD	1	EA	

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____



FULLY EXECUTED - CHANGE 4

Contract Number: 4400018777

Original Contract Effective Date: 03/14/2018

Contract Change Date: 02/03/2022

Valid From: 04/01/2018 To: 03/31/2023

Supplier Name:

FLINK COMPANY

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
Item Text						
Flink Spreader VCT11PA18Z						
30300 - STAINLESS STEEL, RUBBER TROUGH SPREADER, IOWA SPINNER						
Field Changed: PRICE						
Old Value: 3998.75						
New Value: 3117.00						

3	30300H SS RUBBER TROUGH SPREADER HANGING	0.000	Each	3,117.00	1	0.00
	<i>Valid from 03/01/2018 to 02/02/2022</i>					
	Price(Contract/Bid)	3,117.00	USD	1	EA	
	<i>Valid from 02/03/2022 to 03/31/2022</i>					
	Price(Contract/Bid)	3,117.00	USD	1	EA	
	<i>Valid from 04/01/2022 to 12/31/9999</i>					
	Price(Contract/Bid)	3,998.75	USD	1	EA	
Item Text						
Flink Spreader VCT11PA18S						
030300H - STAINLESS STEEL, RUBBER TROUGH SPREADER, HANGING SPINNER						
Field Changed: PRICE						
Old Value: 3998.75						
New Value: 3117.00						

4	30500 SS SPREADER, IOWA SPINNER	0.000	Each	3,999.00	1	0.00
	<i>Valid from 03/01/2018 to 02/02/2022</i>					
	Price(Contract/Bid)	3,999.00	USD	1	EA	
	<i>Valid from 02/03/2022 to 03/31/2022</i>					
	Price(Contract/Bid)	3,999.00	USD	1	EA	
	<i>Valid from 04/01/2022 to 12/31/9999</i>					
	Price(Contract/Bid)	4,760.72	USD	1	EA	
Item Text						
Flink Spreader VCT11PAR18Z						
30500 - STAINLESS STEEL SPREADER, IOWA SPINNER						
Field Changed: PRICE						
Old Value: 4760.72						
New Value: 3999.00						

5	030500H SS SPREADER, HANGING SPINNER	0.000	Each	3,999.00	1	0.00
	<i>Valid from 03/01/2018 to 02/02/2022</i>					
	Price(Contract/Bid)	3,999.00	USD	1	EA	

Information:



FULLY EXECUTED - CHANGE 4
Contract Number: 4400018777
Original Contract Effective Date: 03/14/2018
Contract Change Date: 02/03/2022
Valid From: 04/01/2018 To: 03/31/2023

Supplier Name:
FLINK COMPANY

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	<i>Valid from 02/03/2022 to 03/31/2022</i>					
	Price(Contract/Bid)	3,999.00	USD	1	EA	
	<i>Valid from 04/01/2022 to 12/31/9999</i>					
	Price(Contract/Bid)	4,760.72	USD	1	EA	

Item Text

Flink Spreader VCT11PAR18S
030500H - STAINLESS STEEL SPREADER, HANGINIG SPINNER
Field Changed: PRICE
Old Value: 4760.72
New Value: 3999.00

General Requirements for all Items:**Header Text**

This contract is from IFB # 6100044841 Truck Mounted Salt Spreader Units and incorporates all terms and conditions of this IFB.

Contact Information:

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

No further information for this Contract

Information:

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-030.1 Approved Equal (Nov 2006).....	7
I.12 IFB-031.1 Alternates (Oct 2013).....	7
I.13 IFB-032.1 New Equipment (Nov 2006)	7
I.14 I-IFB-033.1 Modification or Withdrawal of Bid (Nov 2006)	8
I.15 I-IFB-034.1 Rejection of Bids (Nov 2006)	9
I.16 Submission-001.1 Representations and Authorizations (February 2017).....	9
PART II - REQUIREMENTS	11
II.1 IFB-006.1b COSTARS Program Election to Participate (July 2012).....	11
II.2 II-IFB-008.1b Lobbying Certification and Disclosure – Electronic Submission. (Oct 2006).	11
II.3 II-IFB-016.1 Post-Submission Descriptive Literature (Dec 2006)	11
II.4 II-IFB-017.1b Reciprocal Limitations Act – Electronic Submittal (February 2007).....	11
II.5 II-IFB-018.1b Iran Free Procurement Certification and Disclosure – Electronic Submittal (November 2016).	11
PART III - SELECTION CRITERIA	12
III.1 III-IFB-001.1a Mandatory Responsiveness Requirements (Oct 2006)	12
III.2 III-IFB-006.1c Method of Award - By Manufacturer (April 2011)	12
III.3 III-IFB-007.1 Awards (May 2011)	12
III.4 III-IFB-008.1 Tie Bids (Nov 2006)	12
III.5 III-IFB-009.1 Prompt Payment Discounts (Nov 2006)	12
III.6 III-IFB-010.1 Option for Separate Competitive Bidding Procedure (Nov 2006).....	12
III.7 III-IFB-014.1 Rebates (Nov 2006)	12
PART IV - WORK STATEMENT	14
IV.1 IFB-001.1a Specifications (Nov 2006).....	14
PART V - CONTRACT TERMS and CONDITIONS	15
V.1 CONTRACT-001.1b Contract Terms and Conditions (Nov 30, 2006).....	15
V.2 CONTRACT-002.1a Term of Contract – Contract (May 2012)	15
V.3 CONTRACT-002.2b Renewal of Contract Term – Mutual (Oct 2013).....	15
V.4 CONTRACT-002.2e Renewal of Contract Term; Adjusted Prices in Accordance with Manufacturer Price Increases (Oct 2013)	15
V.5 CONTRACT-002.3 Extension of Contract Term (Nov 30 2006)	15
V.6 CONTRACT-003.1a Signatures – Contract (July 2015).....	15
V.7 CONTRACT-004.1a Definitions (Oct 2013).....	16
V.8 CONTRACT-005.1a Purchase Orders (July 2015)	16
V.9 CONTRACT-006.1 Independent Prime Contractor (Oct 2006).....	17
V.10 CONTRACT-007.01a Supplies Delivery (Nov 30 2006).....	17
V.11 CONTRACT-007.02 Estimated Quantities (Nov 30 2006).....	17
V.12 CONTRACT-008.1a Warranty. (Oct 2006)	18
V.13 CONTRACT-009.1c Patent, Copyright, and Trademark Indemnity (Oct 2013).....	18
V.14 CONTRACT-009.1d Ownership Rights (Oct 2006)	19
V.15 CONTRACT-010.1a Acceptance (Oct 2006).....	19
V.16 CONTRACT-010.2 Product Conformance (March 2012)	19
V.17 CONTRACT-010.3 Rejected Material Not Considered Abandoned (March 2012)	19
V.18 CONTRACT-011.1a Compliance With Law (Oct 2006).....	19
V.19 CONTRACT-013.1 Environmental Provisions (Oct 2006).....	20
V.20 CONTRACT-014.1 Post-Consumer Recycled Content (June 2016).....	20
V.21 CONTRACT-014.3 Recycled Content Enforcement (February 2012)	20

V.22 CONTRACT-015.1 Compensation (Oct 2006)	20
V.23 CONTRACT-015.2 Billing Requirements (February 2012)	20
V.24 CONTRACT-016.1 Payment (Oct 2006)	21
V.25 CONTRACT-016.2 ACH Payments (Aug 2007)	21
V.26 CONTRACT-017.1 Taxes (Dec 5 2006)	21
V.27 CONTRACT-018.1 Assignment of Antitrust Claims (Oct 2006)	22
V.28 CONTRACT-019.1 Hold Harmless Provision (Nov 30 2006).....	22
V.29 CONTRACT-020.1 Audit Provisions (Oct 2006)	22
V.30 CONTRACT-021.1 Default (Oct 2013)	22
V.31 CONTRACT-022.1 Force Majeure (Oct 2006).....	23
V.32 CONTRACT-023.1a Termination Provisions (Oct 2013).....	24
V.33 CONTRACT-024.1 Contract Controversies (Oct 2011)	24
V.34 CONTRACT-025.1 Assignability and Subcontracting (Oct 2013).....	25
V.35 CONTRACT-026.1 Other Contractors (Oct 2006).....	25
V.36 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (August 2017).....	26
V.37 CONTRACT-028.1 Contractor Integrity Provisions (January 2015).....	26
V.38 CONTRACT-029.1 Contractor Responsibility Provisions (Nov 2010)	29
V.39 CONTRACT-030.1 Americans with Disabilities Act (Oct 2006).....	30
V.40 CONTRACT-031.1 Hazardous Substances (April 2017).....	30
V.41 CONTRACT-032.1 Covenant Against Contingent Fees (Oct 2006)	31
V.42 CONTRACT-033.1 Applicable Law (Oct 2006).....	31
V.43 CONTRACT- 034.1b Integration (Nov 30 2006).....	31
V.44 CONTRACT-034.2b Order of Precedence - IFB (Dec 6 2006)	32
V.45 CONTRACT-034.3 Controlling Terms and Conditions (Aug 2011)	32
V.46 CONTRACT-035.1a Changes (Oct 2006).....	32
V.47 CONTRACT-037.1a Confidentiality (Oct 2013)	32
V.48 CONTRACT-046.1 Manufacturer's Price Reduction (Oct 2006)	33
V.49 CONTRACT-051.1 Notice (Dec 2006)	33
V.50 CONTRACT-052.1 Right to Know Law (Feb 2010)	34

PART I - GENERAL INFORMATION

PART I - GENERAL INFORMATION

I.1 IFB-001.1 Purpose (Oct 2006)

The Commonwealth of Pennsylvania (Commonwealth) is issuing this Invitation for Bids (IFB) to meet the needs of DGS (DEPARTMENT OF GENERAL SERVICES) to satisfy a need for Truck Mounted Salt Spreader Units.

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 [HTTP://WWW.EMARKETPLACE.STATE.PA.US](http://WWW.EMARKETPLACE.STATE.PA.US) it is the Bidder's responsibility to periodically check the website for any new information or addenda to the IFB.

I.6 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-030.1 Approved Equal (Nov 2006)

Whenever an item is defined in this IFB by trade name and catalogue number of a manufacturer or vendor, the term 'or approved equal,' if not inserted therewith shall be implied. Any reference to a particular manufacturer's product either by trade name or by limited description is solely for the purpose of more clearly indicating the minimum standard of quality desired, except where a 'no substitute' is requested. When a 'no substitute' is requested, the Issuing Office will consider Bids for the referenced product only. The term 'or approved equal' is defined as meaning any other make which, in the sole opinion of the Issuing Office, is of such character, quality, and performance equivalence as to meet the standard of quality of products specified for which it is to be used equally as well as that specified. A Bidder quoting on a product other than the referenced product shall: a) furnish complete identification in its Bid of the product it is offering by trade name, brand and/or model number; b) furnish descriptive literature and data with respect to the substitute product it proposes to furnish; and c) indicate any known specification deviations from the referenced product.

I.12 IFB-031.1 Alternates (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.13 IFB-032.1 New Equipment (Nov 2006)

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

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

- a. Bid Modification Prior to Bid Opening. Bids may be modified only by written notice or in person prior to the exact hour and date specified for Bid opening.
- 1) If a Bidder intends to modify its Bid by written notice, the notice must specifically identify the Bid to be modified and must be signed by the Bidder. The Bidder must include evidence of authorization for the individual who signed the modification to modify the Bid on behalf of the Bidder. The Bid modification must be received in a sealed envelope. The sealed envelope must identify the assigned Collective Number and the Bid Opening Time, and should state that enclosed in the envelope is a Bid modification
 - 2) If a Bidder intends to modify its Bid in person, the individual who will modify the Bid must arrive in the Bid Opening Room prior to the Bid Opening Time, show a picture identification and provide evidence of his/her authorization to modify the Bid on behalf of the Bidder. If a Bidder intends to modify its Bid in person, the Bidder may do so only in the presence of an agency employee. (The agency employee will observe the actions taken by the individual to modify the Bid, but will not read the Bid or the modification).
- b. Bid Withdrawal Prior to Bid Opening. Bids may be withdrawn only by written notice or in person prior to the exact hour and date specified for Bid opening.
- 1) If a Bidder intends to withdraw its Bid by written notice, the notice shall specifically identify the Bid to be withdrawn and shall be signed by the Bidder. The Bidder must include evidence of authorization for the individual who signed the bid withdrawal to withdraw the bid on behalf of the Bidder. Except as provided in Subparagraph c, below, bid withdrawals received after the exact hour and date specified for the receipt of Bids shall not be accepted.
 - 2) If a Bidder intends to withdraw its Bid in person, the individual who will withdraw the Bid must arrive in the Bid Opening Room prior to the Bid Opening Time, show a picture identification and provide evidence of his/her authorization to withdraw the Bid on behalf of the Bidder.
- c. Bid Withdrawal After Bid Opening. Bidders are permitted to withdraw erroneous Bids after Bid opening only if the following conditions are met:
- 1) The Bidder submits a written request for withdrawal.
 - 2) The Bidder presents credible evidence with the request that the reason for the lower Bid price was a clerical mistake as opposed to a judgment mistake and was actually due to an unintentional arithmetical error or an unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the Bid.
 - 3) The request for relief and supporting evidence must be received by the Issuing Office within three (3) business days after Bid opening, but before award of the contract.
 - 4) The Issuing Office shall not permit a Bid withdrawal if the Bid withdrawal would result in the award of the contract on another Bid of the same Bidder, its partner, or a corporation or business venture owned by or in which the bidder has a substantial interest.
 - 5) If a Bidder is permitted to withdraw its Bid, the Bidder cannot supply any material or labor or perform any subcontract or other work agreement for the awarded contractor, without the written approval of the Issuing Office.
- d. Firm Bid. Except as provided above, a Bid may not be modified, withdrawn, or cancelled by any Bidder for a period of sixty (60) days following the time and date designated for Bid opening, unless otherwise specified by the Bidder in its Bid. If the lowest responsible Bidder, as determined by the Issuing Office, withdraws its Bid prior to the expiration of the award period or fails to comply with the requirements set forth in the IFB including but not limited to any requirement to submit performance or payment bonds or insurance certificates within the

required time period, the Bidder shall be liable to the Commonwealth for all costs and damages associated with the re-award or re-bid including the difference between the Bidder's price and the actual cost that the Commonwealth pays for the awarded items.

- e. Clarification and Additional Information. After the receipt of Bids, the Issuing Office shall have the right to contact Bidders for the purpose of seeking:
- 1) Clarification of the Bid which confirms the Issuing Office's understanding of statements or information in the Bid or;
 - 2) Additional information on the items offered; provided the IFB does not require the rejection of the Bid for failure to include such information.

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

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

I.16 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.

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

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

II.5 II-IFB-018.1b Iran Free Procurement Certification and Disclosure – Electronic Submittal (November 2016)

Prior to entering a contract worth at least \$1,000,000 or more with a Commonwealth entity, a bidder must: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services ("DGS") pursuant to Section 3503 of the Procurement Code and is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e). All bidders must complete and return the Iran Free Procurement Certification form, which is attached hereto and made part of this IFB. The completed and signed Iran Free Procurement Certification form must be submitted with the Bid Response.

See the following web page for current Iran Free Procurement list:

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

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-006.1c Method of Award - By Manufacturer (April 2011)

Award will be made to the responsive and responsible bidders offering the greatest discount from the referenced price list. Discount(s) will be taken from the best price column. Only one award will be made for each particular manufacturer's list of items. Bidders who are not manufacturers must submit a letter from the manufacturer stating that the bidder is an authorized dealer in Pennsylvania for the manufacturer.

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

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

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

All tie bids will be broken by the Issuing Office.

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

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

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

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

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

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

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

PART IV - WORK STATEMENT

PART IV - WORK STATEMENT

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

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

PART V - CONTRACT TERMS and CONDITIONS

PART V - CONTRACT TERMS and CONDITIONS

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

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

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

The initial term of the Contract shall be 01 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 4 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 090 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 060 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-002.2e Renewal of Contract Term; Adjusted Prices in Accordance with Manufacturer Price Increases (Oct 2013)

The Contract may be mutually renewed for a maximum of 4 additional 1 year term(s), so long as the Commonwealth provides a written notice to Contractor of its interest in extending the contract by letter dated not less than 090 days prior to the expiration of the term of the agreement, or any extension thereof. The Contractor shall provide to the Commonwealth any manufacturer's price changes that would be applicable under the renewal period not less than 060 days prior to the expiration of the term of the agreement or any extension thereof. If the Commonwealth determines, after receiving the manufacturer's price changes, that it is not in its best interest to renew the contract the Commonwealth shall provide written notice to the Contractor not less than 30 days prior to the expiration of the term of the agreement or any extension thereof stating that the contract will not be renewed. If the Commonwealth determines, after receiving the manufacturer's price changes, that it is in the best interest of the Commonwealth to renew the contract, the Commonwealth shall provide written notice of the renewal to the Contractor. The renewal may be exercised as individual or multiple year term(s). Any renewal will be under same terms, covenants and conditions, provided, however, that the rates under the contract will be adjusted to reflect manufacturer price changes to the extent agreed upon by the parties. If the Contractor agrees to no price changes or the Contractor does not provide the manufacturer's price changes within the time frame above, the Commonwealth will renew the contract with no price changes. No further document is required to be executed to renew the term of the contract.

V.5 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.6 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.7 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.8 CONTRACT-005.1a 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.9 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.10 CONTRACT-007.01a Supplies Delivery (Nov 30 2006)

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

V.11 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.12 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.13 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.14 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.15 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.16 CONTRACT-010.2 Product Conformance (March 2012)

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

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

V.17 CONTRACT-010.3 Rejected Material Not Considered Abandoned (March 2012)

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

V.18 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.19 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.20 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.21 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.22 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.23 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.24 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.25 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.26 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.27 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.28 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.29 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.30 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.31 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.32 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.33 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.34 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.35 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.36 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (August 2017)

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 by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or 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 by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or 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 in writing 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 contracted services are performed shall satisfy this requirement for employees with an established work site.
4. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or 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, regulations and policies 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 Diversity, Inclusion and Small Business Opportunities 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.37 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.38 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.39 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.40 CONTRACT-031.1 Hazardous Substances (April 2017)

The Contractor shall provide information to the Commonwealth about the identity and hazards of hazardous substances supplied or used by the Contractor in the performance of the Contract. The Contractor must comply with Act 159 of October 5, 1984, known as the "Worker and Community Right to Know Act" (the "Act") and the regulations promulgated pursuant thereto at 34 Pa. Code Section 301.1 - 323.6.

a. Labeling. The Contractor shall ensure that each individual product (as well as the carton, container or package in which the product is shipped) of any of the following substances (as defined by the Act and the regulations) supplied by the Contractor is clearly labeled, tagged or marked with the information listed in Subparagraphs (1) through (4):

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

- c) The name, address, and telephone number of the manufacturer.
- 4) Chemical Mixtures:
 - a) The common name, but if none exists, then the trade name,
 - b) A hazard warning, if appropriate,
 - c) The name, address, and telephone number of the manufacturer, and
 - d) The chemical name or common name of either the top five substances by volume or those substances consisting of 5.0% or more of the mixture.
A common name or trade name may be used only if the use of the name more easily or readily identifies the true nature of the hazardous substance, hazardous mixture, single chemical, or mixture involved.

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

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

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

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

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

V.41 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.42 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.43 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.44 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.45 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.46 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.47 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.48 CONTRACT-046.1 Manufacturer's Price Reduction (Oct 2006)

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

V.49 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.50 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.

SPECIFICATIONS – PART 1

QUESTIONS:

All questions must be submitted before the close of business on February 16, 2017. Any question submitted after that date will be answer at the discretion of the Commonwealth.

BIDDER FORMS:

The following forms must be filled out and returned in the Supplier Portal before the close of the bid:

COSTARS Intent to Participate
Reciprocal Limitations Act Requirements
IFB 6100044841 Spreaders Bid Item Sheet
IranFreeProcurementCertificationForm

AWARDS:

Category 1

- PA-DOT Spec'ed Units: This is a multiple-award action to be awarded on an OEM's stainless-steel spreaders by model basis with award being made to the low responsive, responsible bidder for any given OEM's (Original Equipment Manufacturer) model offered. All bidders to list their offerings in accordance to Tab Sheet #2 of the spreadsheet workbook (PA-DOT Spec'ed Units).

Category 2

- Other Spreaders and Parts: This is a multiple-award action to be awarded on a multiple award basis. Multiple award meaning that all Original Equipment Manufacturer's (OEM's) salt spreader equipment, in accordance with Bid Item Sheet listings, may be awarded. However, only a maximum of one award will be made representing any given OEM's salt spreader equipment (to include maintenance & repair parts) All bidders to list their offerings in accordance to Tab Sheet #3 (Other Spreaders and Parts) of the spreadsheet workbook.

SPECIFICATIONS:

For this IFB, the items have been divided into two (2) categories. A bidder may bid on one (1) or both of the following categories:

Category 1 – PA-DOT Spec'ed Units – this category is a list of products that currently represent the most frequently used items and the majority of PA-DOT's annual spend on stainless steel salt spreader units. The Commonwealth reserves the right to add new items to this category. If new items are added to this category, pricing will be negotiated.

Category 2 – All Other Salt Spreader Units and Maintenance & Repair Parts (Discounted from OEM List Pricing) – this category will be at a percentage (%) discount off OEM's most current yearly price list and stock catalog.

Regarding Bid Solicitation (IFB) #6100044841 "Truck Mounted Salt Spreaders":

- Regarding “Spreaders Bid Item Sheet”, Tab titled “**PA-DOT Spec’ed Units**”:
All units offered on this tab shall be in accordance with PA-DOT Specifications "030300-030500 Spreaders 12-11-17"
- Regarding “Spreaders Bid Item Sheet”, Tab titled “**Other Spreaders and Parts**”:
All units offered on this tab shall be in accordance to the Original Equipment Manufacturer’s (OEM’s) standard commercial specifications.

All bidders must provide referenced OEM’s price list(s) in electronic format.

- Regarding “Spreaders Bid Item Sheet”, Tab titled “**Labor Rate**”:
All bidders shall indicate their “Per Hour” pricing for labor on this tab.

TRAINING:

See PA-DOT Specifications "030300-030500 Spreaders 12-11-17", Page #8, Section titled “IV. Training” --- None Required

MANUALS:

See PA-DOT Specifications "030300-030500 Spreaders 12-11-17", Page #7, Section titled “III. Manuals”.

WARRANTY:

The vendor will replace, free of charge within one (1) year from date of sale, any spreader (including spinner and auger motors and sensors) which in the judgment of the manufacturer has failed because of defective material or workmanship, provided it is shown to be properly mounted, and not subject to abuse in operation or assembly.

The successful bidder shall be an authorized dealer for the proposed spreader/s and shall comply with the manufacturer’s warranty or authorize a qualified dealer in the locality in which the unit is assigned, to do whatever is required to comply with the manufacturer’s warranty without cost to the ordering entity.

DELIVERY:

The contractor must deliver all units within **Thirty (30) calendar days** after receipt of a purchase order, issued against the contract. It shall be assumed by all parties that the contractor received the purchase order on the third business day following the day on the purchase order, unless the contractor provides credible evidence that the order was received on a later date.

SHIPPING:

Shall be in accordance with normal industry standards and at FOB Destination terms.

MINIMUM ORDER:

The minimum order qualifying for F.O.B. Destination delivered prices shall be one (1) unit. **(It is understood that prices bid & awarded are at FOB Destination delivered pricing that includes all delivery, and shipping & handling charges to the Commonwealth's ordering entity's location, as stated in the Purchase Order).**

COSTARS DELIVERY FEE:

- If bidder allows for Costar user entities, delivery will be as agreed upon by the Costars entity and the contractor. Delivery term & conditions will be in accordance to the Section titled "Delivery", as shown above.
- If the awarded contractor has consented to sell to COSTARS entities, the ordering entity and contractor may negotiate delivery cost.

INQUIRIES:

Direct all inquires to the following

Ralph Constance
Department of General Services
Bureau of Procurement
Forum Place, 6th Floor
555 Walnut Street
Harrisburg, PA 17101-1914

Telephone: 717-703-2931

FAX: 717-346-3820

E-Mail: rconstance@pa.gov

Snow and Ice Control
Since 1934



502 N. Vermillion St. • Streator, IL 61364
(815)673-4321 • Fax (815)672-2678
info@flinkolows.com • Website: www.flinkolows.com

January 18, 2022

Subject: Renewal of Contract: truck Mounted Salt Spreader
Contract Number: 4400018777
Term of Renewal: 04/01/2022 thru 03/31/2023 4 of 4

On behalf of Flink Company, I would like to thank you for all your business during this contract to date. Today we are operating in an unprecedented and extraordinary business environment, through all the supply change issues, cost elevations in commodities, logistical costs, and raw materials Flink Company cannot hold the current pricing on contract. The steel market has been extremely volatile over the past year and according to the Federal Reserve Economic Data Producer Price Index for Manufactured Steel Products, the PPI has increased 30.1% in the last 12 months. Flink Company is doing its best to leverage buying power to keep costs down, unfortunately it has come to a point we cannot absorb these cost increases.

Additionally, the PennDOT approved auger drive motor furnished from White Hydraulics (no substitution) part number W80509 has been in extremely high shortage. Flink Company is and has continued to keep stock on this commodity, unfortunately we are still awaiting motors from August, September, November and December of 2021. Hopes are by end of 1st Quarter OEM has revived from the shortages seen in 2021 and delivery of commodity is available.

I have included the price increase we need in order to continue with the 4th term of this contract. We will need to request a 20% upcharge to the current contract line items 2 and 3; and a 16% upcharge to the current contract line items 4 and 5:

Item 2 – 30300 SS Rubber Trough Spreader, Iowa SP. Price for 04/01/2022 to 03/31/2023 - \$3,998.75

Item 3 – 30300H SS Rubber Trough Spreader, Hanging SP. Price for 04/01/2022 to 03/31/2023 - \$3,998.75

Item 4 – 30500 SS Spreader, Iowa Spinner. Price for 04/01/2022 to 03/31/2023 - \$4,760.72

Item 5 – 030500H SS Spreader Hanging Spinner. Price for 04/01/2022 to 03/31/2023 - \$4,760.72

Respectfully,
Duane W. Kruger


Director of Operations



FULLY EXECUTED - CHANGE 3

Contract Number: 4400018777

Original Contract Effective Date: 03/14/2018

Contract Change Date: 01/19/2021

Valid From: 04/01/2018 To: 03/31/2022

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

Purchasing Agent

Name: Constance Ralph

Phone: 717-703-2931

Fax: 717-783-6241

Your SAP Vendor Number with us: 162498

Supplier Name/Address:

FLINK COMPANY
502 N VERMILLION ST
STREATOR IL 61364-2245 US

Supplier Phone Number: 815-673-4321

Supplier Fax Number: 815-672-2678

Please Deliver To:

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

Contract Name:

Truck Mounted Salt Spreader Units

Payment Terms

NET 30

Solicitation No.: 6100044841

Issuance Date: 02/09/2018

Supplier Bid or Proposal No. (if applicable): 6500118599

Solicitation Submission Date: 02/21/2018

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

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
1	Spreader Parts	0.000		0.00	1	0.00
Item Text This line is for parts at the discount listed on the overview.						

*** Validity Period Changed ***						
2	30300 SS RUBBER TROUGH SPREADER, IOWA SP	0.000	Each	3,117.00	1	0.00
Item Text Flink Spreader VCT11PA18Z 30300 - STAINLESS STEEL, RUBBER TROUGH SPREADER, IOWA SPINNER						

*** Validity Period Changed ***						

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____



FULLY EXECUTED - CHANGE 3
Contract Number: 4400018777
Original Contract Effective Date: 03/14/2018
Contract Change Date: 01/19/2021
Valid From: 04/01/2018 To: 03/31/2022

Supplier Name:
FLINK COMPANY

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
3	30300H SS RUBBER TROUGH SPREADER HANGING	0.000	Each	3,117.00	1	0.00
Item Text						
Flink Spreader VCT11PA18S 030300H - STAINLESS STEEL, RUBBER TROUGH SPREADER, HANGING SPINNER						

*** Validity Period Changed ***						
4	30500 SS SPREADER, IOWA SPINNER	0.000	Each	3,999.00	1	0.00
Item Text						
Flink Spreader VCT11PAR18Z 30500 - STAINLESS STEEL SPREADER, IOWA SPINNER						

*** Validity Period Changed ***						
5	030500H SS SPREADER, HANGINIG SPINNER	0.000	Each	3,999.00	1	0.00
Item Text						
Flink Spreader VCT11PAR18S 030500H - STAINLESS STEEL SPREADER, HANGINIG SPINNER						

General Requirements for all Items:

Header Text

This contract is from IFB # 6100044841 Truck Mounted Salt Spreader Units and incorporates all terms and conditions of this IFB.

Contact Information:

Ralph Constance
Commodity Specialist
555 Walnut St., 6th Floor
Harrisburg, PA 17101-1914
717.703.2931
rconstance@pa.gov
No further information for this Contract

Information:



FULLY EXECUTED - CHANGE 1
Contract Number: 4400018777
Original Contract Effective Date: 03/14/2018
Contract Change Date: 10/30/2018
Valid From: 04/01/2018 To: 03/31/2020

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

Your SAP Vendor Number with us: 162498

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

Supplier Name/Address:
FLINK COMPANY
502 N VERMILLION ST
STREATOR IL 61364-2245 US

Supplier Phone Number: 815-673-4321
Supplier Fax Number: 815-672-2678

Please Deliver To:

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

Contract Name:
Truck Mounted Salt Spreader Units

Payment Terms
NET 30

Solicitation No.: 6100044841 Issuance Date: 02/09/2018
Supplier Bid or Proposal No. (if applicable): 6500118599 Solicitation Submission Date: 02/21/2018

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

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
1	Spreader Parts	0.000		0.00	1	0.00
Item Text This line is for parts at the discount listed on the overview.						

*** Validity Period Changed ***						
2	30300 SS RUBBER TROUGH SPREADER, IOWA SP	0.000	Each	3,117.00	1	0.00
Item Text Flink Spreader VCT11PA18Z 30300 - STAINLESS STEEL, RUBBER TROUGH SPREADER, IOWA SPINNER						

*** Validity Period Changed ***						

Information:	

Supplier's Signature _____	Title _____
Printed Name _____	Date _____



FULLY EXECUTED - CHANGE 1
Contract Number: 4400018777
Original Contract Effective Date: 03/14/2018
Contract Change Date: 10/30/2018
Valid From: 04/01/2018 To: 03/31/2020

Supplier Name:
FLINK COMPANY

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
3	30300H SS RUBBER TROUGH SPREADER HANGING	0.000	Each	3,117.00	1	0.00
Item Text						
Flink Spreader VCT11PA18S 030300H - STAINLESS STEEL, RUBBER TROUGH SPREADER, HANGING SPINNER						

*** Validity Period Changed ***						
4	30500 SS SPREADER, IOWA SPINNER	0.000	Each	3,999.00	1	0.00
Item Text						
Flink Spreader VCT11PAR18Z 30500 - STAINLESS STEEL SPREADER, IOWA SPINNER						

*** Validity Period Changed ***						
5	030500H SS SPREADER, HANGINIG SPINNER	0.000	Each	3,999.00	1	0.00
Item Text						
Flink Spreader VCT11PAR18S 030500H - STAINLESS STEEL SPREADER, HANGINIG SPINNER						

General Requirements for all Items:

Header Text

This contract is from IFB # 6100044841 Truck Mounted Salt Spreader Units and incorporates all terms and conditions of this IFB.

Contact Information:

Ralph Constance
Commodity Specialist
555 Walnut St., 6th Floor
Harrisburg, PA 17101-1914
717.703.2931
rconstance@pa.gov
No further information for this Contract

Information:



FULLY EXECUTED

Contract Number: 4400018777

Original Contract Effective Date: 03/14/2018

Valid From: 04/01/2018 To: 03/31/2019

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

Purchasing Agent

Name: Constance Ralph

Phone: 717-703-2931

Fax: 717-783-6241

Your SAP Vendor Number with us: 162498

Supplier Name/Address:

FLINK COMPANY
502 N VERMILLION ST
STREATOR IL 61364-2245 US

Supplier Phone Number: 815-673-4321

Supplier Fax Number: 815-672-2678

Please Deliver To:

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

Contract Name:

Truck Mounted Salt Spreader Units

Payment Terms

NET 30

Solicitation No.: 6100044841

Issuance Date: 02/09/2018

Supplier Bid or Proposal No. (if applicable): 6500118599

Solicitation Submission Date: 02/21/2018

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

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Spreader Parts	0.000		0.00	1	0.00
Item Text This line is for parts at the discount listed on the overview.						
2	30300 SS RUBBER TROUGH SPREADER, IOWA SP	0.000	Each	3,117.00	1	0.00
Item Text Flink Spreader VCT11PA18Z 30300 - STAINLESS STEEL, RUBBER TROUGH SPREADER, IOWA SPINNER						
3	30300H SS RUBBER TROUGH SPREADER HANGING	0.000	Each	3,117.00	1	0.00

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____



FULLY EXECUTED
Contract Number: 4400018777
Original Contract Effective Date: 03/14/2018
Valid From: 04/01/2018 To: 03/31/2019

Supplier Name:
FLINK COMPANY

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
Item Text Flink Spreader VCT11PA18S 030300H - STAINLESS STEEL, RUBBER TROUGH SPREADER, HANGING SPINNER						
4	30500 SS SPREADER, IOWA SPINNER	0.000	Each	3,999.00	1	0.00
Item Text Flink Spreader VCT11PAR18Z 30500 - STAINLESS STEEL SPREADER, IOWA SPINNER						
5	030500H SS SPREADER, HANGINIG SPINNER	0.000	Each	3,999.00	1	0.00
Item Text Flink Spreader VCT11PAR18S 030500H - STAINLESS STEEL SPREADER, HANGINIG SPINNER						

General Requirements for all Items:

Header Text

This contract is from IFB # 6100044841 Truck Mounted Salt Spreader Units and incorporates all terms and conditions of this IFB.

Contact Information:

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

No further information for this Contract

Information:

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-030.1 Approved Equal (Nov 2006).....	7
I.12 IFB-031.1 Alternates (Oct 2013).....	7
I.13 IFB-032.1 New Equipment (Nov 2006)	7
I.14 I-IFB-033.1 Modification or Withdrawal of Bid (Nov 2006)	8
I.15 I-IFB-034.1 Rejection of Bids (Nov 2006)	9
I.16 Submission-001.1 Representations and Authorizations (February 2017).....	9
PART II - REQUIREMENTS	11
II.1 IFB-006.1b COSTARS Program Election to Participate (July 2012).....	11
II.2 II-IFB-008.1b Lobbying Certification and Disclosure – Electronic Submission. (Oct 2006).	11
II.3 II-IFB-016.1 Post-Submission Descriptive Literature (Dec 2006)	11
II.4 II-IFB-017.1b Reciprocal Limitations Act – Electronic Submittal (February 2007).....	11
II.5 II-IFB-018.1b Iran Free Procurement Certification and Disclosure – Electronic Submittal (November 2016).	11
PART III - SELECTION CRITERIA	12
III.1 III-IFB-001.1a Mandatory Responsiveness Requirements (Oct 2006)	12
III.2 III-IFB-006.1c Method of Award - By Manufacturer (April 2011)	12
III.3 III-IFB-007.1 Awards (May 2011)	12
III.4 III-IFB-008.1 Tie Bids (Nov 2006)	12
III.5 III-IFB-009.1 Prompt Payment Discounts (Nov 2006)	12
III.6 III-IFB-010.1 Option for Separate Competitive Bidding Procedure (Nov 2006).....	12
III.7 III-IFB-014.1 Rebates (Nov 2006)	12
PART IV - WORK STATEMENT	14
IV.1 IFB-001.1a Specifications (Nov 2006).....	14
PART V - CONTRACT TERMS and CONDITIONS	15
V.1 CONTRACT-001.1b Contract Terms and Conditions (Nov 30, 2006).....	15
V.2 CONTRACT-002.1a Term of Contract – Contract (May 2012)	15
V.3 CONTRACT-002.2b Renewal of Contract Term – Mutual (Oct 2013).....	15
V.4 CONTRACT-002.2e Renewal of Contract Term; Adjusted Prices in Accordance with Manufacturer Price Increases (Oct 2013)	15
V.5 CONTRACT-002.3 Extension of Contract Term (Nov 30 2006)	15
V.6 CONTRACT-003.1a Signatures – Contract (July 2015).....	15
V.7 CONTRACT-004.1a Definitions (Oct 2013).....	16
V.8 CONTRACT-005.1a Purchase Orders (July 2015)	16
V.9 CONTRACT-006.1 Independent Prime Contractor (Oct 2006).....	17
V.10 CONTRACT-007.01a Supplies Delivery (Nov 30 2006).....	17
V.11 CONTRACT-007.02 Estimated Quantities (Nov 30 2006).....	17
V.12 CONTRACT-008.1a Warranty. (Oct 2006)	18
V.13 CONTRACT-009.1c Patent, Copyright, and Trademark Indemnity (Oct 2013).....	18
V.14 CONTRACT-009.1d Ownership Rights (Oct 2006)	19
V.15 CONTRACT-010.1a Acceptance (Oct 2006).....	19
V.16 CONTRACT-010.2 Product Conformance (March 2012)	19
V.17 CONTRACT-010.3 Rejected Material Not Considered Abandoned (March 2012)	19
V.18 CONTRACT-011.1a Compliance With Law (Oct 2006).....	19
V.19 CONTRACT-013.1 Environmental Provisions (Oct 2006).....	20
V.20 CONTRACT-014.1 Post-Consumer Recycled Content (June 2016).....	20
V.21 CONTRACT-014.3 Recycled Content Enforcement (February 2012)	20

V.22 CONTRACT-015.1 Compensation (Oct 2006)	20
V.23 CONTRACT-015.2 Billing Requirements (February 2012)	20
V.24 CONTRACT-016.1 Payment (Oct 2006)	21
V.25 CONTRACT-016.2 ACH Payments (Aug 2007)	21
V.26 CONTRACT-017.1 Taxes (Dec 5 2006)	21
V.27 CONTRACT-018.1 Assignment of Antitrust Claims (Oct 2006)	22
V.28 CONTRACT-019.1 Hold Harmless Provision (Nov 30 2006).....	22
V.29 CONTRACT-020.1 Audit Provisions (Oct 2006)	22
V.30 CONTRACT-021.1 Default (Oct 2013)	22
V.31 CONTRACT-022.1 Force Majeure (Oct 2006).....	23
V.32 CONTRACT-023.1a Termination Provisions (Oct 2013).....	24
V.33 CONTRACT-024.1 Contract Controversies (Oct 2011)	24
V.34 CONTRACT-025.1 Assignability and Subcontracting (Oct 2013).....	25
V.35 CONTRACT-026.1 Other Contractors (Oct 2006).....	25
V.36 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (August 2017).....	26
V.37 CONTRACT-028.1 Contractor Integrity Provisions (January 2015).....	26
V.38 CONTRACT-029.1 Contractor Responsibility Provisions (Nov 2010)	29
V.39 CONTRACT-030.1 Americans with Disabilities Act (Oct 2006).....	30
V.40 CONTRACT-031.1 Hazardous Substances (April 2017).....	30
V.41 CONTRACT-032.1 Covenant Against Contingent Fees (Oct 2006)	31
V.42 CONTRACT-033.1 Applicable Law (Oct 2006).....	31
V.43 CONTRACT- 034.1b Integration (Nov 30 2006).....	31
V.44 CONTRACT-034.2b Order of Precedence - IFB (Dec 6 2006)	32
V.45 CONTRACT-034.3 Controlling Terms and Conditions (Aug 2011)	32
V.46 CONTRACT-035.1a Changes (Oct 2006).....	32
V.47 CONTRACT-037.1a Confidentiality (Oct 2013)	32
V.48 CONTRACT-046.1 Manufacturer's Price Reduction (Oct 2006).....	33
V.49 CONTRACT-051.1 Notice (Dec 2006).....	33
V.50 CONTRACT-052.1 Right to Know Law (Feb 2010)	34

PART I - GENERAL INFORMATION

PART I - GENERAL INFORMATION

I.1 IFB-001.1 Purpose (Oct 2006)

The Commonwealth of Pennsylvania (Commonwealth) is issuing this Invitation for Bids (IFB) to meet the needs of DGS (DEPARTMENT OF GENERAL SERVICES) to satisfy a need for Truck Mounted Salt Spreader Units.

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 [HTTP://WWW.EMARKETPLACE.STATE.PA.US](http://WWW.EMARKETPLACE.STATE.PA.US) it is the Bidder's responsibility to periodically check the website for any new information or addenda to the IFB.

I.6 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-030.1 Approved Equal (Nov 2006)

Whenever an item is defined in this IFB by trade name and catalogue number of a manufacturer or vendor, the term 'or approved equal,' if not inserted therewith shall be implied. Any reference to a particular manufacturer's product either by trade name or by limited description is solely for the purpose of more clearly indicating the minimum standard of quality desired, except where a 'no substitute' is requested. When a 'no substitute' is requested, the Issuing Office will consider Bids for the referenced product only. The term 'or approved equal' is defined as meaning any other make which, in the sole opinion of the Issuing Office, is of such character, quality, and performance equivalence as to meet the standard of quality of products specified for which it is to be used equally as well as that specified. A Bidder quoting on a product other than the referenced product shall: a) furnish complete identification in its Bid of the product it is offering by trade name, brand and/or model number; b) furnish descriptive literature and data with respect to the substitute product it proposes to furnish; and c) indicate any known specification deviations from the referenced product.

I.12 IFB-031.1 Alternates (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.13 IFB-032.1 New Equipment (Nov 2006)

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

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

- a. Bid Modification Prior to Bid Opening. Bids may be modified only by written notice or in person prior to the exact hour and date specified for Bid opening.
- 1) If a Bidder intends to modify its Bid by written notice, the notice must specifically identify the Bid to be modified and must be signed by the Bidder. The Bidder must include evidence of authorization for the individual who signed the modification to modify the Bid on behalf of the Bidder. The Bid modification must be received in a sealed envelope. The sealed envelope must identify the assigned Collective Number and the Bid Opening Time, and should state that enclosed in the envelope is a Bid modification
 - 2) If a Bidder intends to modify its Bid in person, the individual who will modify the Bid must arrive in the Bid Opening Room prior to the Bid Opening Time, show a picture identification and provide evidence of his/her authorization to modify the Bid on behalf of the Bidder. If a Bidder intends to modify its Bid in person, the Bidder may do so only in the presence of an agency employee. (The agency employee will observe the actions taken by the individual to modify the Bid, but will not read the Bid or the modification).
- b. Bid Withdrawal Prior to Bid Opening. Bids may be withdrawn only by written notice or in person prior to the exact hour and date specified for Bid opening.
- 1) If a Bidder intends to withdraw its Bid by written notice, the notice shall specifically identify the Bid to be withdrawn and shall be signed by the Bidder. The Bidder must include evidence of authorization for the individual who signed the bid withdrawal to withdraw the bid on behalf of the Bidder. Except as provided in Subparagraph c, below, bid withdrawals received after the exact hour and date specified for the receipt of Bids shall not be accepted.
 - 2) If a Bidder intends to withdraw its Bid in person, the individual who will withdraw the Bid must arrive in the Bid Opening Room prior to the Bid Opening Time, show a picture identification and provide evidence of his/her authorization to withdraw the Bid on behalf of the Bidder.
- c. Bid Withdrawal After Bid Opening. Bidders are permitted to withdraw erroneous Bids after Bid opening only if the following conditions are met:
- 1) The Bidder submits a written request for withdrawal.
 - 2) The Bidder presents credible evidence with the request that the reason for the lower Bid price was a clerical mistake as opposed to a judgment mistake and was actually due to an unintentional arithmetical error or an unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the Bid.
 - 3) The request for relief and supporting evidence must be received by the Issuing Office within three (3) business days after Bid opening, but before award of the contract.
 - 4) The Issuing Office shall not permit a Bid withdrawal if the Bid withdrawal would result in the award of the contract on another Bid of the same Bidder, its partner, or a corporation or business venture owned by or in which the bidder has a substantial interest.
 - 5) If a Bidder is permitted to withdraw its Bid, the Bidder cannot supply any material or labor or perform any subcontract or other work agreement for the awarded contractor, without the written approval of the Issuing Office.
- d. Firm Bid. Except as provided above, a Bid may not be modified, withdrawn, or cancelled by any Bidder for a period of sixty (60) days following the time and date designated for Bid opening, unless otherwise specified by the Bidder in its Bid. If the lowest responsible Bidder, as determined by the Issuing Office, withdraws its Bid prior to the expiration of the award period or fails to comply with the requirements set forth in the IFB including but not limited to any requirement to submit performance or payment bonds or insurance certificates within the

required time period, the Bidder shall be liable to the Commonwealth for all costs and damages associated with the re-award or re-bid including the difference between the Bidder's price and the actual cost that the Commonwealth pays for the awarded items.

- e. Clarification and Additional Information. After the receipt of Bids, the Issuing Office shall have the right to contact Bidders for the purpose of seeking:
- 1) Clarification of the Bid which confirms the Issuing Office's understanding of statements or information in the Bid or;
 - 2) Additional information on the items offered; provided the IFB does not require the rejection of the Bid for failure to include such information.

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

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

I.16 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.

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

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

II.5 II-IFB-018.1b Iran Free Procurement Certification and Disclosure – Electronic Submittal (November 2016)

Prior to entering a contract worth at least \$1,000,000 or more with a Commonwealth entity, a bidder must: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services ("DGS") pursuant to Section 3503 of the Procurement Code and is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e). All bidders must complete and return the Iran Free Procurement Certification form, which is attached hereto and made part of this IFB. The completed and signed Iran Free Procurement Certification form must be submitted with the Bid Response.

See the following web page for current Iran Free Procurement list:

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

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-006.1c Method of Award - By Manufacturer (April 2011)

Award will be made to the responsive and responsible bidders offering the greatest discount from the referenced price list. Discount(s) will be taken from the best price column. Only one award will be made for each particular manufacturer's list of items. Bidders who are not manufacturers must submit a letter from the manufacturer stating that the bidder is an authorized dealer in Pennsylvania for the manufacturer.

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

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

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

All tie bids will be broken by the Issuing Office.

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

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

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

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

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

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

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

PART IV - WORK STATEMENT

PART IV - WORK STATEMENT

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

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

PART V - CONTRACT TERMS and CONDITIONS

PART V - CONTRACT TERMS and CONDITIONS

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

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

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

The initial term of the Contract shall be 01 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 4 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 090 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 060 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-002.2e Renewal of Contract Term; Adjusted Prices in Accordance with Manufacturer Price Increases (Oct 2013)

The Contract may be mutually renewed for a maximum of 4 additional 1 year term(s), so long as the Commonwealth provides a written notice to Contractor of its interest in extending the contract by letter dated not less than 090 days prior to the expiration of the term of the agreement, or any extension thereof. The Contractor shall provide to the Commonwealth any manufacturer's price changes that would be applicable under the renewal period not less than 060 days prior to the expiration of the term of the agreement or any extension thereof. If the Commonwealth determines, after receiving the manufacturer's price changes, that it is not in its best interest to renew the contract the Commonwealth shall provide written notice to the Contractor not less than 30 days prior to the expiration of the term of the agreement or any extension thereof stating that the contract will not be renewed. If the Commonwealth determines, after receiving the manufacturer's price changes, that it is in the best interest of the Commonwealth to renew the contract, the Commonwealth shall provide written notice of the renewal to the Contractor. The renewal may be exercised as individual or multiple year term(s). Any renewal will be under same terms, covenants and conditions, provided, however, that the rates under the contract will be adjusted to reflect manufacturer price changes to the extent agreed upon by the parties. If the Contractor agrees to no price changes or the Contractor does not provide the manufacturer's price changes within the time frame above, the Commonwealth will renew the contract with no price changes. No further document is required to be executed to renew the term of the contract.

V.5 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.6 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.7 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.8 CONTRACT-005.1a 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.9 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.10 CONTRACT-007.01a Supplies Delivery (Nov 30 2006)

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

V.11 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.12 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.13 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.14 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.15 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.16 CONTRACT-010.2 Product Conformance (March 2012)

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

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

V.17 CONTRACT-010.3 Rejected Material Not Considered Abandoned (March 2012)

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

V.18 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.19 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.20 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.21 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.22 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.23 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.24 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.25 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.26 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.27 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.28 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.29 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.30 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.31 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.32 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.33 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.34 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.35 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.36 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (August 2017)

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 by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or 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 by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or 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 in writing 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 contracted services are performed shall satisfy this requirement for employees with an established work site.
4. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or 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, regulations and policies 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 Diversity, Inclusion and Small Business Opportunities 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.37 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.38 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.39 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.40 CONTRACT-031.1 Hazardous Substances (April 2017)

The Contractor shall provide information to the Commonwealth about the identity and hazards of hazardous substances supplied or used by the Contractor in the performance of the Contract. The Contractor must comply with Act 159 of October 5, 1984, known as the "Worker and Community Right to Know Act" (the "Act") and the regulations promulgated pursuant thereto at 34 Pa. Code Section 301.1 - 323.6.

a. Labeling. The Contractor shall ensure that each individual product (as well as the carton, container or package in which the product is shipped) of any of the following substances (as defined by the Act and the regulations) supplied by the Contractor is clearly labeled, tagged or marked with the information listed in Subparagraphs (1) through (4):

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

- c) The name, address, and telephone number of the manufacturer.
- 4) Chemical Mixtures:
 - a) The common name, but if none exists, then the trade name,
 - b) A hazard warning, if appropriate,
 - c) The name, address, and telephone number of the manufacturer, and
 - d) The chemical name or common name of either the top five substances by volume or those substances consisting of 5.0% or more of the mixture.
A common name or trade name may be used only if the use of the name more easily or readily identifies the true nature of the hazardous substance, hazardous mixture, single chemical, or mixture involved.

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

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

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

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

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

V.41 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.42 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.43 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.44 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.45 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.46 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.47 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.48 CONTRACT-046.1 Manufacturer's Price Reduction (Oct 2006)

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

V.49 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.50 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.

030300 & 030500

STAINLESS STEEL SPREADER

**STAINLESS STEEL, RUBBER TROUGH SPREADER, IOWA SPINNER (030300)
STAINLESS STEEL, RUBBER TROUGH SPREADER, HANGING SPINNER (030300H)
STAINLESS STEEL SPREADER, IOWA SPINNER (030500)
STAINLESS STEEL SPREADER, HANGING SPINNER (030500H)**

INDEX

I. **STAINLESS STEEL SPREADER SPECIFICATIONS:**

A. Intent Statement

B. Components

1. Dimensions
2. Top Cover
3. Auger
4. Auger Bearing
5. Auger Motor
6. Stainless Steel Spreader, Urethane Spinner Assembly
7. Disc
8. Hub
9. Spinner Motor
10. Paint
11. Couplers
12. Safety
13. Trough
14. Anti-Flow Plate Opening
15. Quick Detach
16. Packaging
17. Pilot Model
18. Delivery

II. **DRAWINGS:**

III. **MANUALS:**

IV. **TRAINING:**

V. **WARRANTY:**

December 11, 2017 GAW

-2-
SPECIFICATIONS
B-50

I. STAINLESS STEEL SPREADER SPECIFICATIONS:

A. INTENT STATEMENT:

The purpose of these specifications is to describe a stainless steel and a stainless-steel rubber trough, under the tailgate, salt and/or anti-skid spreader to be used in snow removal and road maintenance operations.

The spreader shall be rigidly mounted by the Department to the sides of the dump body, below floor level and beneath the tailgate. During the maintenance operations, it shall permit the dumping of materials without filling the auger trough or interfering with the operation of the tailgate.

The spreader shall be capable of being controlled by the truck hydraulic system to vary the amount and throw of salt and/or anti-skid being spread on the roadway surface. The spreaders shall be compatible with existing Department truck mounted hydraulic systems, and it shall be the responsibility of the successful vendor to ensure this compatibility.

The spreader shall be single auger, hydraulically powered, cab controlled (by a, GL400, Freedom, XDS or Spread Smart controller, not included with spreader) unit with an Iowa style or single self-leveling spinner assembly, combination anti-spill/hinged cover plate with hinged trough bottom (with hydraulic lock out Ref. section 2 and 12) to permit the cleaning of the entire auger chamber. All spreader configurations shall have a pre-wet spray bar installed.

B. COMPONENTS:

NOTE: All references made to stainless steel shall be AISI Type 304 stainless steel.

7 gauge 0.1875-inch

10 gauge 0.1350 inch

Per EQN-9, EQN-9C, EQN-3A

All nuts, bolts and hardware brackets, or angle stock, unless otherwise specified, shall be stainless steel (no substitutes), with all edges deburred and rounded.

1. DIMENSIONS:

Overall width of vertical trough end plate shall be 96 inch.

Overall height shall be approximately 18 inch.

Overall depth shall be approximately 18 inch.

Inside trough width opening shall be 81 inch + or - ½ inch. Per EQN-9.

2. TOP COVER:

Two-position top cover. When raised, normal spread mode. When lowered with spreader not in use, allows full dump-over capability **without damage to hydraulic lock out device components or hydraulic couplers, including material buildup in couplers and lock out device components.**

Spreader material, full width, shall be a minimum 0.135-inch thick stainless steel.

Properly secured to prevent material leakage in spreading positions.

3. AUGER:

Per: EQN-6, EQN-3 and EQN-29, auger shall be bevel cut. (Material is specified in drawing.)

-3-
SPECIFICATIONS
B-50

I. STAINLESS STEEL SPREADER SPECIFICATIONS: (Continued)

B. COMPONENTS: (Continued)

4. AUGER BEARING:

1-1/4 inch shaft diameter.

2 bolt flanged type ends self-aligning, anti-friction, thrust, re-lube type, with retaining collar with set screw with Zerk fitting cover, eccentric type, or equal, per EQN- 10.

5. AUGER MOTOR:

NOTE: The auger motor is a standard, no substitute. It is the responsibility of the successful Vendor to ensure that the spreader's assembly is designed and manufactured in such a way as to ensure compatibility and serviceability with the Department's hydraulic system/s.

Auger Motor: White Hydraulics: Model RE (no substitution), with a 50-pulse auger motor sensor installed. Kit # W80509

Displacement cu in: 32

Housing: 08 (A style 4 bolt)

Output Shaft: 14 1-1/4 inch straight

Rotation: 1 clockwise

Options: 25 Options

Note: Porting is 7/8 inch 'o' ring

Fitting Per EQN-9

6. STAINLESS STEEL SPREADER, URETHANE SPINNER ASSEMBLY:

Spinner frame shall be an "Iowa" type (ECN-030300 or 030500).

Spinner frame (Hanging) self-leveling type (ECN-030300H or 030500H).

Urethane spinner disc shall be per EQN-9B No Substitute without prior approval.

7. DISC:

Ref: C.U.E. Inc. Spinner Part #CC1229S per EQN-9B (No substitute without prior approval).

8. HUB:

REF: C.U.E., Inc., hub Part #20559-0650 (4 bolt type hub mounted to spinner disc with locking type nuts for use with spinner motor (bolt pattern shall match for referenced spinner). No Substitute without prior approval.

-4-
SPECIFICATIONS
B-50

I. STAINLESS STEEL SPREADER SPECIFICATIONS: (Continued)

B. COMPONENTS: (Continued)

9. SPINNER MOTOR:

Gerotor type hydraulic drive motor
Hydraulic port opening: ½ inch NPT.
Flange mount: 4 bolt.
Shaft keyway: 1 inch woodruff.
Displacement: 3.0 cubic inch/rev. maximum.
Fittings Per EQN-9C.

10. PAINT:

All carbon steel surfaces (motor & bearings) shall be properly prepared by thorough cleaning, removal of dirt, grease, rust and corrosion and shall be painted with proper undercoat and a sealer. All stainless steel shall be unpainted.

11. COUPLERS:

Spinner: One (1) Male and one (1) Female 56 series-10, no substitute/standardization.
Spreader: One (1) Male and one (1) Female 56 series-12, no substitute/standardization.
All hydraulic couplers shall be anodized steel.

NOTE: All necessary hardware and fittings shall be supplied to ensure that the system is fully functional. Ship all loose hardware and couplers in the boxed spinner.

12. SAFETY:

Appropriate decals, instructional and WARNING/S, shall be provided and fixed.

There shall be a lock out system that will prevent the lower auger inspection pan from being lowered (opened) while the hydraulic line is connected to the auger motor. Lock out device shall be designed;

To prevent damage when in full dump-over mode to system components and hydraulic couplers.

To prevent material, build up in couplers and lockout device components.

Note: Lock out to be plumbed with 3/4 inch hoses and couplers.

13. TROUGH: Per EQN-9

There shall be hinged trough bottom with spring loaded latches.

Bottom shall be separate from the anti-spill/cover.

ECN-030500 & 030500H Only Separate one piece bottom shall be full spreader width, minimum 7-gauge stainless steel.

Separate anti-skid/cover plate shall be minimum 10-gauge stainless steel.

Bottom shall be properly secured to prevent material leakage in spreading positions.

Bottom shall be hinged by bolts or pins (stainless steel) with a minimum of three (3) center hinge points and two (2) end points. End pieces, one piece formed front wall and rear wall, shall be minimum seven (7) gauge stainless steel.

I. STAINLESS STEEL SPREADER SPECIFICATIONS: (Continued)

B. COMPONENTS: (Continued)

STAINLESS STEEL WITH A RUBBER TROUGH SPREADER ECN-030300 & 030300H ONLY

NOTE: Trough shall be constructed from natural black rubber material, 0.313-inch-thick, as per RMA - grade 2 ply. Reinforced with polyester fabric interweave. Rated at minimum 150 PSI tensile strength per inch of width. Discharge opening oblong, approximately 4 inch wide by 6 inch long.

SPREADER PRE-WET TUBE (All Spreader Configurations)

There shall be a 0.50-inch ID. stainless steel schedule 40 pipe the length of the spreader, threaded both ends. threaded ends shall pass through both end plates approximately 1 ½ inch. Pipe shall be stitched welded in the front crease formed by the vertical and sloped bend, just above the auger. Pipe shall have six (6) 0.01250 inch holes through sidewall evenly spaced and inline the length of pipe and directed to the front centerline of auger. Right (passenger) end shall be capped with stainless steel hex cap. Left (driver) side shall have one (1) inch male camlock.

14. ANTI-FLOW PLATE OPENING:

Anti-flow plate shall be mounted over the trough opening. Anti-flow plate shall be arched to provide a minimum of 3/4-inch clearance between the shield and the outer periphery of the auger flight. Anti-flow plate shall butt against end plate. Anti-flow plate shall be minimum 10-gauge stainless steel. Anti-flow plate length shall be 14 inch. Discharge opening shall be approximately 6-inch-wide by 7-inch-long rectangular opening. Discharge opening shall begin from end plate on roadside.

15. QUICK DETACH:

There shall be quick detach bracket per EQN-3A.

16. PACKAGING:

All loose hardware shall be packaged and individually attached and shipped with each spreader. Motors shall be lubricated and have plugs installed. Bearing shall be greased. Each unit shall have an instructional and parts manual, packaged in plastic with the loose hardware.

17. PILOT MODEL:

The successful bidder shall, after receipt of the purchase order, furnish the Department of Transportation with one (1) complete pilot model meeting all the requirements of the specifications. Pilot model shall be delivered to the Department of Transportation, 17th & Arsenal Blvd., Harrisburg, PA for inspection, testing and approval by the Department of Transportation. Pilot model shall be built and presented for approval "prior to building the remaining units". (Presentation of pilot model is not required if the quantity is one (1) but the pilot model requirements are applicable regardless of quantity).

-6-
SPECIFICATIONS
B-50

I. STAINLESS STEEL SPREADER SPECIFICATIONS: (Continued)

B. COMPONENTS: (Continued)

DELIVERY:

All spreader shall be properly supported, banded, and shipped on wooden mounts.
All spinners shall be properly boxed, banded and shipped on wooden pallets.

II. DRAWINGS:

EQN-3	dated	10-02-06	Sheet 1 of 2	AUGER DRIVE SLEEVE INSTRUCTIONS
EQN-3A	dated	05-23-02	Sheet 1 of 1	QUICK DETACH SPREADER KIT
EQN-6	dated	05-28-02	Sheets 1 & 3 Of 3	SPREADER AUGER DETAIL
EQN-9	dated	06-03-02	Sheets 1, 2 & 3 of 5	S/S PA DOT SPREADER DETAILS
EQN-9B	dated	06-03-02	Sheet 1 of 1	SPINNER/SPREADER TAILGATE URETHANE
EQN-9C	dated	07-26-07	6 Sheets	SPREADER/SPINNER STAINLESS STEEL
EQN-10	dated	06-26-97	2 Sheets	SPREADER BEARING INFORMATION
EQN-29	dated	08-08-17	1 Sheet	BEVEL CUT AUGER

The above referenced drawings shall become part of these specifications. These drawings reflect the intent of the Department and any discrepancies shall be resolved at the line setting ticket meeting between the vendor and the Equipment Chief, or the pre-production inspection of the equipment.

DRAWINGS APPEAR AT THE END OF THE SPECIFICATIONS.

-7-
SPECIFICATIONS
B-50

III. MANUALS:

The successful vendor shall furnish all applicable manuals per unit:

- 1 Operator's
- 1 Parts
- 1 Service
- 1 Motor
- 1 Body and Sub-frame (Parts and Service)
- 1 Complete set of manuals for any additional items/equipment added to a piece of equipment.

The manuals listed shall be official O.E.M. publications supplemented with technical manuals for all components as published by sub-vendors/manufacturers.

Parts Manual presented must be a relative to "all" items utilized to build these units, with appropriate part numbers.

Delivery of these manuals shall be completed with the delivery of each unit.

Manuals may be supplied on CD Disc in lieu of paper manuals.

IV. TRAINING:

Mechanic:

The successful vendor shall provide services of qualified factory trained technicians for not more than ___0___ training sessions of not more than ___0___ hours at ___0___ PENNDOT locations to train personnel for in-depth preventive maintenance, overhaul and review of the proper usage of parts and service manuals, as well as component/system adjustments that need to be monitored at specified service intervals.

Operator:

The successful vendor shall provide services of qualified factory trained technicians for not more than ___0___ training sessions of not more than ___0___ hours at ___0___ PENNDOT locations to train personnel in the proper operation, safety and servicing of the equipment. The successful vendor shall submit a training plan to the Fleet Management Division for approval within 45 days after receipt of the Purchase Order. The training plan shall consist of course outline and class schedule.

All training must be completed within 60 days after the dates established in the approved training plan unless an extension is mutually agreed to in writing by the Chief of the Fleet Management Division.

All training shall be coordinated with the District Equipment Managers, with the exception of Asphalt related training, which must be coordinated with the Statewide Training Coordinator (717) 787-4836, Fax (717) 783-4438.

V. WARRANTY:

The warranty start-up date shall be defined as the date of transfer from the PennDOT Fleet Management Division to the designated county location.

This will be considered the date of delivery to the county and NOT the date of delivery by the successful bidder to the Department.

The PennDOT Fleet Management will supply the actual start-up date, equipment number, and serial number of the machine, via email, to the successful bidder.

It is the responsibility of the successful bidder to ensure that the equipment manufacturer recognizes and applies the Department's actual warranty start-up date in their database.

Warranty will be for a minimum of one (1) calendar year on the entire spreader, and two (2) calendar years for hydraulic motors (spinner & auger) and sensor or manufacturer's standard commercial term (whichever is greater), from date of departments acceptance. If the manufacturer neglects or fails to correct defect(s) during the warranty period, their responsibility shall continue until such time as it takes to correct the defect(s). The manufacturer is expected to respond to warranty problems and administrate effective solutions in the best interest of the Commonwealth. The successful bidder shall be an authorized dealer for the proposed spreader/s and shall comply with the manufacturer's warranty or authorize a qualified dealer in the locality in which the unit is assigned, to do whatever is required to comply with the manufacturer's warranty without cost to the Commonwealth.

The vendor will replace, free of charge within two (2) years from date of county acceptance, any spinner, auger motors and sensors which in the judgment of the manufacturer has failed because of defective material or workmanship, provided it is shown to be properly mounted, and not subject to abuse in operation or assembly.

The successful bidder shall be an authorized dealer for the proposed spreader/s and shall comply with the manufacturer's warranty or authorize a qualified dealer in the locality in which the unit is assigned, to do whatever is required to comply with the manufacturer's warranty without cost to the Commonwealth.

SPECIFICATIONS – PART 1

QUESTIONS:

All questions must be submitted before the close of business on February 16, 2017. Any question submitted after that date will be answer at the discretion of the Commonwealth.

BIDDER FORMS:

The following forms must be filled out and returned in the Supplier Portal before the close of the bid;

COSTARS Intent to Participate
Reciprocal Limitations Act Requirements
IFB 6100044841 Spreaders Bid Item Sheet
IranFreeProcurementCertificationForm

AWARDS:

Category 1

- PA-DOT Spec'ed Units: This is a multiple-award action to be awarded on an OEM's stainless-steel spreaders by model basis with award being made to the low responsive, responsible bidder for any given OEM's (Original Equipment Manufacturer) model offered. All bidders to list their offerings in accordance to Tab Sheet #2 of the spreadsheet workbook (PA-DOT Spec'ed Units).

Category 2

- Other Spreaders and Parts: This is a multiple-award action to be awarded on a multiple award basis. Multiple award meaning that all Original Equipment Manufacturer's (OEM's) salt spreader equipment, in accordance with Bid Item Sheet listings, may be awarded. However, only a maximum of one award will be made representing any given OEM's salt spreader equipment (to include maintenance & repair parts) All bidders to list their offerings in accordance to Tab Sheet #3 (Other Spreaders and Parts) of the spreadsheet workbook.

SPECIFICATIONS:

For this IFB, the items have been divided into two (2) categories. A bidder may bid on one (1) or both of the following categories:

Category 1 – PA-DOT Spec'ed Units – this category is a list of products that currently represent the most frequently used items and the majority of PA-DOT's annual spend on stainless steel salt spreader units. The Commonwealth reserves the right to add new items to this category. If new items are added to this category, pricing will be negotiated.

Category 2 – All Other Salt Spreader Units and Maintenance & Repair Parts (Discounted from OEM List Pricing) – this category will be at a percentage (%) discount off OEM's most current yearly price list and stock catalog.

Regarding Bid Solicitation (IFB) #6100044841 "Truck Mounted Salt Spreaders":

➤ Regarding "Spreaders Bid Item Sheet", Tab titled "**PA-DOT Spec'ed Units**":
All units offered on this tab shall be in accordance with PA-DOT Specifications "030300-030500 Spreaders 12-11-17"

➤ Regarding "Spreaders Bid Item Sheet", Tab titled "**Other Spreaders and Parts**":
All units offered on this tab shall be in accordance to the Original Equipment Manufacturer's (OEM's) standard commercial specifications.

All bidders must provide referenced OEM's price list(s) in electronic format.

➤ Regarding "Spreaders Bid Item Sheet", Tab titled "**Labor Rate**":
All bidders shall indicate their "Per Hour" pricing for labor on this tab.

TRAINING:

See PA-DOT Specifications "030300-030500 Spreaders 12-11-17", Page #8, Section titled "IV. Training" --- None Required

MANUALS:

See PA-DOT Specifications "030300-030500 Spreaders 12-11-17", Page #7, Section titled "III. Manuals".

WARRANTY:

The vendor will replace, free of charge within one (1) year from date of sale, any spreader (including spinner and auger motors and sensors) which in the judgment of the manufacturer has failed because of defective material or workmanship, provided it is shown to be properly mounted, and not subject to abuse in operation or assembly.

The successful bidder shall be an authorized dealer for the proposed spreader/s and shall comply with the manufacturer's warranty or authorize a qualified dealer in the locality in which the unit is assigned, to do whatever is required to comply with the manufacturer's warranty without cost to the ordering entity.

DELIVERY:

The contractor must deliver all units within **Thirty (30) calendar days** after receipt of a purchase order, issued against the contract. It shall be assumed by all parties that the contractor received the purchase order on the third business day following the day on the purchase order, unless the contractor provides credible evidence that the order was received on a later date.

SHIPPING:

Shall be in accordance with normal industry standards and at FOB Destination terms.

MINIMUM ORDER:

The minimum order qualifying for F.O.B. Destination delivered prices shall be one (1) unit. **(It is understood that prices bid & awarded are at FOB Destination delivered pricing that includes all delivery, and shipping & handling charges to the Commonwealth's ordering entity's location, as stated in the Purchase Order).**

COSTARS DELIVERY FEE:

- If bidder allows for Costar user entities, delivery will be as agreed upon by the Costars entity and the contractor. Delivery term & conditions will be in accordance to the Section titled "Delivery", as shown above.
- If the awarded contractor has consented to sell to COSTARS entities, the ordering entity and contractor may negotiate delivery cost.

INQUIRIES:

Direct all inquires to the following

Ralph Constance
Department of General Services
Bureau of Procurement
Forum Place, 6th Floor
555 Walnut Street
Harrisburg, PA 17101-1914

Telephone: 717-703-2931

FAX: 717-346-3820

E-Mail: rconstance@pa.gov



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA COMMERCIAL ITEM DESCRIPTION (PCID)

General Requirements for Delivery of Vehicles

(This item description supersedes PCID 1067, effective April 12, 2011)

PCID NO. 1067

Eff. 8/19/14

The following delivery requirements shall apply to the vehicle as specified by the ordering agency. These requirements are in addition to, but not limited to, the vehicle specification provided as part of the solicitation document. Unless otherwise noted on the request for proposals or invitation for bids, deliveries shall be made to the Department of General Services (DGS), Commonwealth Garage, 22nd and Forster Streets, Harrisburg, Pennsylvania, phone (717) 787-4252.

NOTE: Deliveries for the Department of Transportation (PennDOT) shall be made to the PennDOT Equipment Division, headquartered in Harrisburg, Pennsylvania, phone (717) 787-2123. Deliveries for the Pennsylvania State Police (PSP) shall be made to the PSP Transportation Division headquartered in Harrisburg, Pennsylvania, phone (717) 787-1318.

1.0 GENERAL REQUIREMENTS SECTION

1.1 The vehicle Manufacturer's model name and/or model number shall be indicated on a decal affixed inside the door.

1.2 Standard solid exterior colors with standard interior trim shall be selected after the award is made unless otherwise indicated in the proposal.

1.3 Tire size and type shall be original equipment brand or as indicated in the proposal or specification sheet. Tire inflation monitors shall be supplied as required by Federal Motor Vehicle Safety Standard (FMVSS) 138.

1.4 All vehicles shall be new and of the model year indicated in the proposal.

1.5 All vehicles shall include all genuine parts, accessories and equipment considered standard by the manufacturer for the vehicle offered by the supplier.

1.6 All vehicles shall have a valid PA state inspection sticker and a valid PA emissions inspections sticker (for all vehicles subject to the PA I/M Program). NOTE: New or current model year vehicles with less than 5,000 miles, subject to the PA I/M program, must display a valid PA emissions inspection sticker with an exemption indicator. All Pennsylvania state inspection requirements are the sole responsibility of the supplier.

1.7 All vehicles shall have completed the manufacturers' recommended pre-delivery service.

1.8 All vehicles shall be clean, lubricated, serviced, fuel tank filled to full recommended capacity, all adjustments completed, all mechanical and electrical components fully functional and operational, and the vehicle will be "road ready" for immediate use.

NOTE: Supplier shall not remove the manufacturer's MSRP (Monroney) sticker and/or dealer sticker price prior to delivery. Stickers should be affixed to an interior surface of the vehicle window and legible from outside of the vehicle. Stickers shall be easily removable without any permanent marking left on the glass. Incomplete chassis shall have the sticker included loose with the delivery documents.

1.9 All vehicles shall have appropriately placed decals or manuals indicating the types of required fuels or lubricants and the capacity of each fluid's reservoir in accordance with the manufacturer's recommendation.

Vehicle Delivery Requirements

PCID NO. 1067

1.10 All vehicles shall have permanent antifreeze in each vehicle to protect it at a level of -35°F.

1.11 All vehicles shall be free from all dealer signs/emblems.

1.12 All vehicles shall have all required rust proofing applied to the exterior and underside of the vehicle. No rustproofing compound can be on the personnel compartment's items or the exterior of the body in unsightly or unintended areas.

1.13 All vehicles shall include a copy of the manufacturer's warranty and service policy with all warranty vouchers, certificates and coupons.

1.14 Each vehicle shall include the proper forms to apply for Pennsylvania title and license including the original manufacturer's Statement of Origin signed by the dealer/supplier and notarized. All title papers shall be properly executed and include PennDOT Form MV-1, Application for Title, which shall indicate the owner name and address as follows: **Pennsylvania Department of General Services, 2221 Forster Street, Harrisburg, Pa 17125.***

*VEHICLES DELIVERED TO PA DEPT OF TRANSPORTATION SHALL BE TITLED ACCORDINGLY.

1.15 At the time of vehicle delivery, the successful supplier shall furnish an original and three copies of the invoice which shall include the key number, vehicle color and Commonwealth purchase order number, contract number (if applicable) and indicate ordering agency. To ensure prompt payment the dollar amount of the supplier's invoice must match the purchase order amount.

1.16 The successful supplier shall comply with the manufacturer's warranty, or authorize a qualified dealer in the locality in which the unit is assigned to do whatever is required to comply with the manufacturer's warranty.

1.17 The successful supplier shall submit at least two (2) copies of all service/technical bulletins, recall notices, etc. to the Director, Bureau of Vehicle Management, Department of General Services, 2221 Forster Street, Harrisburg, Pennsylvania 17125. These documents shall be submitted on a continual basis to keep the Bureau of Vehicle Management informed regarding improvements, changes and/or problems concerning Commonwealth owned vehicles and their component parts.

1.18 The Department of General Services, Bureau of Vehicle Management, will inspect all vehicles prior to acceptance. It will be the responsibility of the supplier to remove any vehicle rejected by the Bureau of Vehicle Management within two (2) working days after notification, and return the vehicle to the Commonwealth Garage upon correction of deficiencies. Date in service will be the date the vehicle is accepted by the Commonwealth, not the date of delivery.

1.19 The Commonwealth disclaims any liability for damage to vehicles not unconditionally accepted by the Commonwealth.

1.20 Unless otherwise indicated, all items requested in this specification which are listed in the manufacturer's specification book as standard or optional equipment shall be factory installed and operative. Vehicles delivered to the Commonwealth in a condition considered to be below retail customer acceptance levels will not be accepted. Items which determine this acceptance level shall include, but not be limited to, the general appearance of the interior and exterior of the vehicle for completeness and quality of workmanship, lubrication and fluid levels, with any leaks corrected, mechanical operation of the vehicle and all electrical components operational. Allied equipment specified to be furnished and installed which is not available through the vehicle manufacturer shall conform to the best quality standards known to that particular industry, both product and installation.

1.21 Trucks with snow plows being delivered to the Commonwealth Garage for inspection, are required to have the snow plow stored in the truck bed. Failure to do so will show cause for rejection of inspection.

1.22 All vehicle deliveries shall be coordinated through the DGS Bureau of Vehicle Management. Suppliers shall call (717) 787-4252 for delivery schedule at least 48 hours in advance. When vehicles are purchased by Pennsylvania State Police, the successful supplier shall call (717) 787-1318 (PSP). When vehicles are purchased by Pennsylvania

Vehicle Delivery Requirements

PCID NO. 1067

Department of Transportation, the successful supplier shall call (717) 787-2123 (PennDOT) for information regarding invoicing and delivery.

1.23 Vehicle Delivery: Mileage limitations are placed upon vehicles delivered in accordance to these requirements as indicated below. If the mileage upon delivery exceeds these limits, a credit of \$5.00 per mile will be applied against the awarded supplier's purchase order as damages and deducted at time of payment. If the awarded supplier uses a towing device to tow another vehicle to the Commonwealth Garage for delivery, the towing device may not be attached in a way that holes are drilled in the bumpers of the vehicles being towed. Drilling of holes in the vehicle bumpers is not permitted. Any bumper damage caused by a towing device will be replaced by the awarded supplier at no charge to the Commonwealth. If a vehicle is being towed by another vehicle, the vehicle being towed must have the drive shaft disconnected to eliminate unnecessary mileage.

1.23.1 Class 1 to 3 factory completed vehicles: mileage displayed on the vehicle odometer shall not exceed 400 miles.

1.23.2 Class 2 to 6, factory incomplete vehicle: mileage displayed on the vehicle odometer upon delivery with final stage manufacturer certification shall not exceed 1,000 miles.

1.24 Pennsylvania Clean Vehicles Program Requirement: Supplier is responsible to ensure that all supplied vehicles are compliant with all applicable Title 25 requirements (25 Pa. Code, Chapter 126, Subchapters D or E). This compliance shall be evidenced on the manufacturer's certificate of origin (MCO), or, alternatively, by submission of a completed MV-9. If supplied vehicles are not compliant, they can not be titled in Pennsylvania and the delivering supplier shall be responsible to pick up and return the vehicle by replacing it with a California or "50-state" emissions certified vehicle that is compliant with all Title 25 requirements

2.0 REQUIRED EQUIPMENT SECTION

The following items shall be supplied on all vehicles as **Minimum** required equipment, unless otherwise superceded in the request for proposals or invitation for bids.

2.1 Lug wrench on all trucks and jacks on trucks up to and including 10,000 lbs. GVWR.

2.2 Air conditioning integral with the heater and defrosters.

2.3 Dual electric intermittent windshield wipers.

2.4 The rustproofing shall be factory or locally applied in compliance with Federal Standard 297A. Warranty coupon for five (5) years, at no cost to the Commonwealth, shall be furnished with each vehicle*.

* NOT APPLICABLE IF THE VEHICLE FURNISHED IS FACTORY WARRANTED AGAINST CORROSION FOR NOT LESS THAN 5 YEARS AT NO COST TO THE COMMONWEALTH OF PENNSYLVANIA. WARRANTY INDICATING COMPLIANCE IS REQUIRED WITH EACH VEHICLE.

2.5 Emergency warning triangle kit (on vehicles with GVWR of 10,000 lbs. or higher; aftermarket installation if necessary).

2.6 First aid kit, 10 person with mountable cabinet (on vehicles with GVWR of 10,000 lbs. or higher; aftermarket installation if necessary).

2.7 Fire extinguisher, rechargeable, with vehicle mount, reference 2A:10B:C, 5 pound (on vehicles with GVWR of 10,000 lbs. or higher; aftermarket installation if necessary).

2.8 Powerport.

2.9 Unless otherwise indicated on the purchase order, each vehicle shall be equipped with front and rear license plate holders with a minimum two license plate screws installed.

2.10 Back-up alarm on all vehicles with GVWR of 10,000 lbs. or higher.

Vehicle Delivery Requirements

PCID NO. 1067

2.11 If a flexible fuel or an alternate fuel option is offered by the manufacturer, it shall be provided at no additional charge.

3.0 MATERIAL MASTERS: No Material Masters established for this delivery PCID.

Quality Assurance Specialist: Gerald Grecek, CPPB

Quality Assurance Supervisor: Brian Vulgaris

Division Chief: Janice Pistor



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA COMMERCIAL ITEM DESCRIPTION (PCID)

GENERAL REQUIREMENTS FOR BIDDING PennDOT VEHICLES/EQUIPMENT

(This item description supersedes PCID No. 1075 eff. 3/9/11)

PCID NO. 1075
 Eff. 12/7/11

These General Requirements shall apply to all on-road and off-road vehicles, highway equipment, agricultural equipment and construction equipment, procured for use by the Department of Transportation, Commonwealth of Pennsylvania (PennDOT). These requirements are in addition to any supplemental specifications identified in the invitation for bids. The following shall be considered MINIMUM requirements.

A. STANDARDS, CODES, RULES, REGULATIONS:

1. Each vehicle or unit of equipment shall conform to any and all requirements contained in the Pennsylvania Motor Vehicle Code.
2. Each vehicle or unit of equipment shall comply with all current applicable Federal Motor Vehicle Safety Standards, Federal and Pennsylvania Exhaust Emission and Noise Standards, and EPA and OSHA requirements. The appropriate decals indicating compliance shall be affixed to the vehicle/equipment.
3. Each vehicle or unit of equipment shall be manufactured in accordance with any codes, standards and engineering practices as recommended by the following professional organizations for the specific vehicle/equipment:

American Institute of Steel Construction (AISC)
 American National Standards Institute (ANSI)
 American Society of Mechanical Engineers (ASME)
 American Society for Testing and Materials (ASTM)
 American Trucking Association (ATA)
 American Welding Society (AWS)
 American Wood-Preservers Association (AWPA)
 Battery Council International (BCI)
 British Standards Institute (BSI): Limits and Fits
 Compressed Air and Gas Institute (CAGI)
 Industrial Fastener Institute (IFI)
 International Standards Organization (ISO)
 Joint Industrial Council (JIC)
 National Fire Protection Association (NFPA)
 National Truck and Equipment Association (NTEA)
 Power Crane and Shovel Association (PSCA)
 Society of Automotive Engineers (SAE)
 Society of Manufacturing Engineers (SME)
 Steel Structure Painting Council (SSPC)
 Tire and Rim Association (TRA)

B. COMPONENTS, PARTS AND ACCESSORIES:

1. When "No Substitute" components, parts or accessories are designated, only this type of component, part or accessory is acceptable.
2. All equipment and parts furnished shall be of the manufacturer's most current design, shall be included in its most current published list of models in stock and shall satisfy, these specifications.
3. The same model components shall be utilized on all units supplied by the successful bidder under the specifications.
4. All electronic systems associated with the vehicle/equipment shall be properly insulated so as not to not cause any interference with the operation of the vehicle or the land mobile radio communications system, when properly installed in the vehicle.
5. Power systems must be compatible with the engine, transmission, axles, hydraulic system and power steering, etc., in order to meet the requirements specified herein.
6. Vehicles shall meet the maximum gradeability of the manufacturer when loaded to maximum Gross Vehicle Weight Rating ("GVWR") without exceeding the engine manufacturer's recommended maximum revolutions per minute ("RPM") based on maximum net torque.
7. The ratio of the rear axle and transmission shall be geared to maintain a road speed of approximately 65 mph on a level road, when operating at maximum GVWR without exceeding the recommended engine rpm figure. This is not applicable to construction type equipment.

C SITE VISITS:

Prior to submission of its bid, a bidder may contact PennDOT and schedule a site visit to inspect vehicles/equipment (as available) in PennDOT's current inventory in order to further clarify any drawings, pictures and specifications. Units may be available in the field for bidders to inspect at one or more of PennDOT's Maintenance Districts, but the Commonwealth makes no guarantee that any particular vehicle/equipment shall be located at a site convenient to the bidder's place of business. The site visit must be scheduled with the Equipment Division by calling (717) 783-2371. It is the bidder's responsibility to complete the site visit in time to submit a bid. All travel will be at the bidder's expense.

D. ON BOARD VEHICLE/EQUIPMENT REQUIREMENTS:

1. Each vehicle and unit of equipment shall include the proper forms to apply for a Pennsylvania title and license. These forms will include: the original manufacturer's statement of origin signed by the successful bidder and notarized. A detailed invoice listing all equipment, PO number, VIN numbers and price. All title papers shall be properly prepared and executed. The application for title, Form MV-1 shall indicate the name and address exactly as follows: Pa. Dept. of Transportation, Equipment Division, 17th Street and Arsenal Blvd., Harrisburg, PA 17120 (ATTN: Specifications Unit).
2. Trucks and trailers shall be certified to meet or exceed requirements to obtain a Pennsylvania license. For medium and heavy-duty trucks and vans, the GWVR shall be identified in the vehicle's cab as the final complete certification label (minimum rating). The Gross Combined Weight Rating (GCWR) shall be identified by decal in the cab to indicate the approved weight, which can be towed, if applicable.
3. Vehicles designated for on-road/off-road use shall meet the following requirements:
 - a. Shall have a valid Pennsylvania state inspection sticker, if applicable.
 - b. Shall have completed the manufacturers' recommended pre-delivery service.
 - c. Shall have the vehicle manufacturer's model name and model number stated on a decal affixed to the inside of the driver's side door, if applicable.

- d. Shall be clean, lubricated, serviced, fuel tank filled to full recommended capacity, all adjustments completed, all mechanical and electrical motors and components fully functional and operational, and the vehicle will be “work ready” for immediate use.
- e. Shall have appropriately placed decals indicating the types of required fuels or lubricants and the capacity of each fluid’s reservoir that is required by the vehicle.
- f. Shall have permanent antifreeze in each vehicle to protect it at a level of -35°F. Only a low silicate type anti-freeze will be used for vehicles having diesel engines.
- g. Shall be free from all dealer signs/emblems.
- h. Hydraulic systems shall be compatible with Universal Tractor Fluid (UTF).
- i. Shall include a copy of the manufacturer's warranty and service policy with all warranty vouchers, certificates and coupons as in accordance with section E (GENERAL WARRANTY REQUIREMENTS) as listed below.
- j. Shall have each vehicle and major component identified with a metal identification tag that provides the OEM's name, model number and individual serial number. Tags will be affixed in an accessible and readable position on the item.

The above items are pre-delivery service items, and bidders should not misconstrue these requirements with warranty problems that arise after the Commonwealth accepts the completed unit which complies with the written specifications.

All charges for any of the aforementioned administrative and technical services and equipment are considered minimum acceptable requirements for delivery and shall be included in the bid price.

E. GENERAL WARRANTY REQUIREMENTS

The following warranty requirements are considered minimum unless otherwise stated in the invitation for bids. If the manufacturer's standard warranty exceeds the specified warranty, the manufacturer's standard warranty will apply. Manufacturer's warranty shall be provided in written or electronic form. All warranties will cover all labor and parts replacement, **without deductibles** during the warranty period, except as may be otherwise stated below or in the invitation for bids. This warranty, however, does not include items that must be replaced through ordinary wear and tear, but those parts ordinarily replaced through the servicing program will be replaced as part of the servicing program of equipment/vehicles, if appropriate. Parts replaced under this warranty will be of original equipment manufacturer (OEM) quality or higher. Service to the vehicle/equipment will be at a level to maintain or meet the manufacturer's requirements to sustain the warranty. All warranty policies shall be from the OEM and repairs shall be made at any authorized OEM warranty repair facility. Multiple repair facilities shall be located regionally around the State to support warrantable repairs.

- 1. A. CONSTRUCTION EQUIPMENT: The construction and agricultural equipment manufacturer's service and warranty program for full machine (“bumper to bumper”) shall be for a minimum of two (2) years or two thousand (2,000) hours whichever first occurs.
- 1. B. CONSTRUCTION EQUIPMENT: The construction and agricultural equipment manufacturer's service and warranty program for full machine (“bumper to bumper”) shall be for a minimum of one (1) year.
- 2. A. LIGHT DUTY TRUCKS & VANS (up to 19,500# GVWR):

The chassis and cab manufacturer's service and warranty program shall be for three (3) years or 36,000 miles (whichever first occurs), including powertrain. A two (2) year, unlimited mileage warranty is acceptable in lieu of a three year, 36,000-mile warranty. The vehicle shall be certified as having a capacity of towing 5,000 pounds minimum without voiding the warranty.

2. B. MEDIUM DUTY/HEAVY DUTY CAB & CHASSIS (19,501# GVWR or higher):

The chassis manufacturer's service and warranty program shall be for one (1) year or 12,000 miles (whichever first occurs).

3. ADDITIONAL SPECIFIC WARRANTY ITEMS (Applies to light, medium and heavy duty trucks only)

a. RUST PROOFING WARRANTY

Cabs/cowls shall be warranted for five (5) full years with no mileage or hourly limitations. This will include rusting through or perforation from within. This warranty and service program covers both labor and parts for the full warranty period. Surface rust caused by chip, scratches, or damage caused by PennDOT employees is not covered by this warranty.

b. FRAME RAILS AND CROSSMEMBERS (Chassis)

For medium/heavy duty trucks, frame rails and cross members are warranted for five (5) full years with no mileage or hourly limitations. This warranty covers both parts and labor for the full warranty period. For light duty trucks and vans, the manufacturer's standard frame rail and crossmember warranty is acceptable.

c. FLAT BED WARRANTY

A vehicle's flat bed shall be warranted for three (3) years. This warranty covers both parts and labor for the full warranty period. A decal will be placed on the inside driver's door stating the warranty's terms and the name, address and telephone number of the contact person to initiate warranty claim services.

d. SERVICE/UTILITY BODY AND ASSOCIATED COMPONENTS WARRANTY

Fiberglass bodies shall be warranted for five (5) years to include color fading. Steel service and utility bodies shall be warranted for five (5) years against defects and corrosion, including rust through or perforation from within. Surface rust caused by chip, scratches, or damage caused by PennDOT employees is not covered by this warranty. Associated components such as cranes, air compressors, and snowplows shall be covered by manufacturer's standard warranty. Manufacturer's standard warranty shall be provided in written or electronic form.

e. ENGINE AND TRANSMISSION WARRANTY

The engines for all Heavy/Medium Duty equipment/vehicles will be warranted for parts and labor for five (5) years or 150,000 miles (whichever first occurs). The engine warranty will include all items named or included within the valve covers, cylinder heads, block and oil pan. The transmission (automatic/manual) will be fully covered by the warranty and service program for five (5) years and will not be limited by mileage or hours. For light duty trucks and vans, the manufacturer's standard frame engine and transmission warranty is acceptable. Electronic fuel delivery components, electronic control modules and emission control components shall be covered for five (5) years or 100,000 miles whichever first occurs. After treatment Device/DPF shall be warranted for minimum 5 years or 100,000 miles. In addition to the engine warranty, the engine block shall be warranted against external perforation from corrosion for 10 years, 100% parts and labor.

f. WARRANTY CARD PROCEDURES

The successful bidder shall complete the warranty card except for the warranty start date. The PennDOT Equipment Division shall inform the successful bidder of the following: model number of vehicle; serial number of vehicle, equipment number, and location assigned; date released to

the counties. The warranty start-up date shall be the date of acceptance by the Department, not the date of delivery to the Department.

F. PILOT MODEL:

PennDOT reserves the right to require the successful bidder to make mutually agreeable arrangements to deliver a “pilot model” for initial inspection. Pilot models(s) shall be delivered to the Department of Transportation, 17th St., & Arsenal Blvd., Harrisburg, PA 17120 for inspection, testing and approval. The remaining units shall not be delivered for inspection, testing and approval until after the pilot model has been accepted by PennDOT. The remaining units shall fully meet the requirements of the specifications and must be indistinguishable from the approved pilot model. Presentation of a pilot model will not be required if the quantity is only one (1) unit. The pilot model must meet all the mechanical requirements of the specifications. PennDOT may field test the equipment to determine if it meets the performance requirements of the specifications. Performance testing results will normally be completed within two (2) weeks of date of delivery. There are administrative items that are required to be presented at the pilot model inspection. It is imperative that all of these items be presented at this time so they are ready for shipment, when the balance of the units are delivered. PennDOT may withhold payment, where deemed necessary, pending receipt of these items. PennDOT disclaims any liability for damage to equipment that has not been unconditionally accepted by the PennDOT.

G. DELIVERY:

Time is of the essence. All units must be delivered within the number of days, specified in the invitation for bids, after receipt of the purchase order by the successful bidder. It shall be assumed by the parties that the successful bidder received the purchase order on the third business day following the date of the purchase order, unless the successful bidder provides credible evidence that the order was received on a later date. Bidders must specify delivery time in their bid. Phrases such as “as required”, “as soon as possible”, or “prompt” have no meaning and may be cause for rejection of the bid. The successful bidder shall deliver **the completed unit(s) at ground level (stacked loads are unacceptable)** to the Equipment Division, 17th Street and Arsenal Blvd. Harrisburg, PA 17120. All deliveries shall be made on a working day between 7:00 AM and 2:30 PM. There is a loading dock at this location; however, any additional unloading cost shall be borne by the successful bidder. The terms of delivery are also controlled by other provisions in the invitation for bids.

The successful bidder shall submit to the PennDOT “on a continuing basis”, all service bulletins and technical letters as regularly issued by a manufacturer to dealers or large fleets. All the relevant information shall be supplied for the unit(s) forwarded to the Commonwealth to inform PennDOT of any improvements, changes and/or problems concerning the unit and its component parts. This information shall be addressed to the Pennsylvania Department of Transportation, Equipment Division, 17th St. & Arsenal Blvd., Harrisburg, PA 17120, ATTN: Specification Unit Chief, Equipment Division. PennDOT reserves the right to have its representative(s) periodically inspect each unit during assembly at the successful bidder’s assembly point.

H. PROCEDURE FOR IMPLEMENTING REPAIRS:

In the event that a breakdown occurs, the repair work is to be performed by the successful bidder of record or his duly authorized representative within the Commonwealth. A copy of the successful bidder's work orders shall be supplied to the PennDOT County Equipment Manager and District Equipment Manager. Repairs assigned to the successful bidder can be performed at the successful bidder’s place of business, at his duly authorized representative’s place of business and, whenever possible, at the county maintenance facility or field locations. If services are to be performed at PennDOT’s county maintenance facilities or in the field, the successful bidder must provide proof of insurance as stated in the contract attachments. County Equipment Managers shall notify the successful bidder or his duly authorized service representatives that the vehicle/equipment is down for component repairs and follow PennDOT standard procedure for handling warranty problems in accordance with the benefits of this warranty. At this time of notification, the location of repair is to be mutually agreed upon based on the most timely and cost effective basis to the Department. All work orders against the warranted repair shall be kept in PennDOT’s Equipment History File at the county maintenance facility.

When repairs are to be performed at the successful bidder’s place of business or his duly authorized representative’s place of business, transportation of the vehicle/equipment within the Commonwealth of Pennsylvania shall be made by PennDOT. If determined by PennDOT that repairs cannot be handled within the Commonwealth, then transportation to and from the Commonwealth of Pennsylvania shall be the responsibility of the successful bidder.

If mileage costs will be charged to the Department for the diagnosis or repair of a warrantable item, an estimate of these costs shall be given to the County Equipment Manager prior to the repair agreement.

I. LUBRICATION AND COMPONENT INFORMATION:

The successful bidder shall provide lubrication and component information (as applicable) upon request by PennDOT. This information may be provided by copying and completing the sample forms attached to this document, or may be presented on forms prepared by the successful bidder and/or manufacturer. (see attached sample forms – 4 pages).

J. SUCCESSFUL BIDDER'S RIGHTS:

The successful bidder shall have the right to make periodic inspections to ascertain that the maintenance techniques and/or repair procedures are being administered in accordance with the guidelines set forth in this document. Preventive maintenance shall be performed by PennDOT in accordance with the component manufacturer's recommended procedures, or as modified during the contract through supplements. All internal parts of the components shall be the repair responsibility of the successful bidder, except maintenance adjustments.

K. MATERIAL MASTERS: No Material Masters established for this delivery PCID.

APPROVALS:

Quality Assurance Specialist: Gerald Grecek, CPPB

Quality Assurance Manager: Janice Pistor

Sample Forms (Instruction Sheet)

The Following Documents Shall Be Completed And Emailed / Shipped To

Email: Contact the Automotive Equipment Specialist @ The Equipment Division @ 717-705-2124 (This is an Excel Spread Sheet, a Work Copy will be Emailed to You)

**Mail: Equipment Division
17th & Arsenal Blvd.
Harrisburg, Pa. 17120
Attn: Specifications Division**

Note: These Forms Must Be Delivered to The Equipment Division With The Pilot Model!

**Instructions To Vendor For Completing The Attached Form
(We Would Prefer Having This Completed Electronically)**

Electronic:

- 1. Obtain Work Copy By Calling 717-705-2124**
- 2. All Sections Are to be Filled Out**
- 3. Insert N/A in All Sections That Do Not Apply, Do Not Leave any Sections Blank**
- 4. Manufacturer, Model No. And Part No. Should Reflect The Actual Component Manufacturer**
- 5. Warranty Section Should Reflect The Coverage, The Vendor And/Or Equipment (Truck) Manufacturer Will Supply, Not The Component Manufacturer.**

Paper:

- 1. Same As Above, but Type or Print All Information**

LUBE AND COMPONENT SHEET

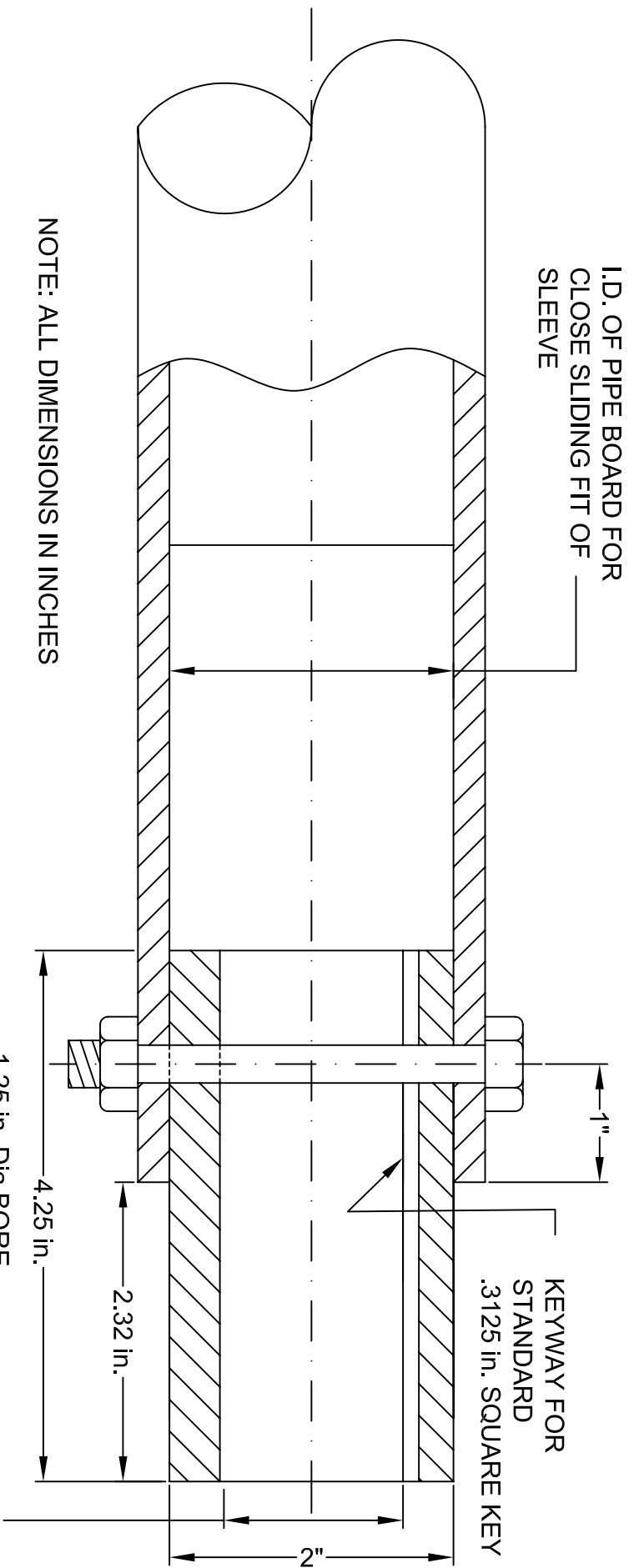
Equipment # Series		Effective Date						
PO Number		Unit Warranty Period						
Year		Engine Manufacturer						
Make		Engine Model						
Model								
VIN Number								
Vendor		Trans. Manufacturer						
Contact Person		Trans. Model						
Contact Phone Num.		Body Manufacturer						
		Body Number						
Oils & Lubes		Filters	Qty. of Filters	Part Number	Com. Code 2810-	Make	Change Interval	Filters Stocked
Engine Oil		Engine Oil Filter						
		Engine Oil Filter Secondary						
Transmission Oil		Transmission Filter						
		Aux. Trans. Filter						
Fuel		Fuel Filter Primary						
		Fuel Filter Secondary						
Rear Axle / Axles								
Steering Oil		Steering Filter						

Hydraulic Oil		Hydraulic Filter Suction						
		Hydraulic Filter Return						
Coolant		Coolant Filter						
Transfer Case								
Front Axle		Air Filter Primary						
Brake Fluid		Air Filter Secondary						
		Air Compressor Filter						
Description	Manufacturer	Model Number	Part Number				Warranty	
Air Compressor								
Air Dryer								
Alternator								
Auto Slack Adjuster								
Auto Lube System								
Axle Front								
Axle Rear								
Battery								
Belt Air Compressor								
Belt Alternator								
Belt Fan								
Belt Power Steering								
Brake Chamber (FRT)								
Brake								

Chamber (REAR)				
Brake Lining (FRT)				
Brake Lining (REAR)				
Clutch Assembly				
Differential				
Dump Body				
Electronic Joysticks				
Engine (AUX)				
Engine (MAIN)				
Fan				
GL 400				
GL 400 Wiring				
Grote Wiring Harness				
Hoist Cylinder				
Hydraulic Pump - Main				
Pump, Fuel				
Pump, Hydraulic Aux.				
Pump, Steering				
Pump, Water				
Radiator				
Rexroth Valve				
Starter				
Steering Gear				
Suspension System				

Tank Fuel Capacity				
Tire Size Front LR				
Tire Size Rear LR				
Transaxle				
Transfer Case				
Transmission				
Wing Plow				

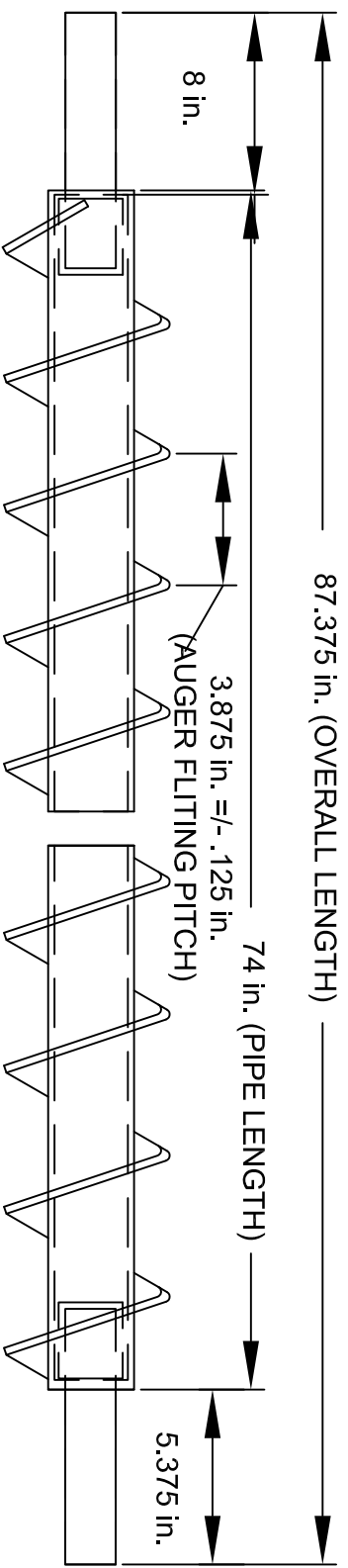
VIEW SHOWING DRIVE SLEEVE REVERSED FOR DIRECT DRIVE OF 1994 AND UP, STAINLESS AND RUBBER THROUGH SPREADERS



NOTE: ALL DIMENSIONS IN INCHES

SPREADER TAILGATE

PA DEPARTMENT OF TRANSPORTATION			
REVISIONS		Auger Drive Sleeve Instructions	
NO.	DATE	BY	
1	05-22-02	DWG	
2	10-02-06	CJW	
3			
		DRAWN BY DLW	SCALE N/A
		DATE 01-02-98	CHG'D BY WHM
		SHEET 1 OF 2	



HELICOID FLIGHT (RIGHT HAND)
 SINGLE CONTINUOUS SCREW TYPE
 (BAR SIZE, BEFORE ROLLING, TO BE
 SUCH THAT FLITING O.D. IS AS SHOWN
 IN END VIEW AT RIGHT, AND OUTER
 EDGE THICKNESS IS AS SHOWN IN
 FLITING THICKNESS SPECIFICATION)

VIEW SHOWING COMPLETE
 AUGER WELDMENT

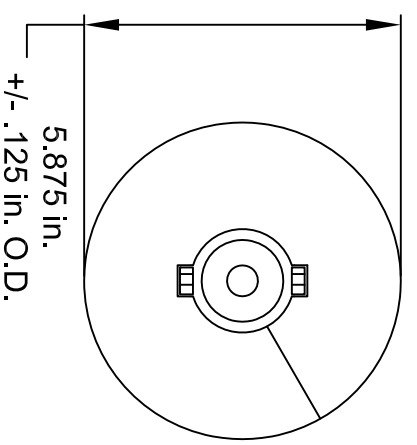
2 in. (2.375 O.D.)
 SCHEDULE 80 (.20 in. WALL)
 CARBON STEEL PIPE
 (PIPE SIZE E.R.W. TUBING ACCEPTABLE)

- SPECIFICATION NOTES
1. PIPE PORTIONED WORTH (WITH WELDED FITTING) TO BE STRAIGHT TO GIVE MAXIMUM OF .20 IN. TOTAL RUNOUT
 2. BOTH STUB SHAFT CENTERLINES TO LIE ON PIPE CENTERLINE TO GIVE MAXIMUM OF .20 IN. TOTAL RUNOUT
 3. ALL SURFACES OF SLEEVE, SHAFT, AND OTHER PIPE WHICH MAKE CONTACT WITH EACH OTHER TO BE COATED WITH ANTI-SEIZE COMPOUND
 4. SHAFT IS REMOVED, AND NOT USED. WHEN AUGER IS USED IN A DIRECT DRIVE APPLICATION

DO NOT SCALE DRAWING
 TOLERANCES
 (UNLESS OTHERWISE NOTED)

FLAME CUTTING, NIBBLING & WELDING	+/- .060
SHEARING & FORMING	+/- .030
PUNCHING	+/- .020
HOLE DIAMETERS	+ .015/- .005
ANGLES	+/- 2 DEG
DECIMAL MACHINING	0.0- +/- .040
	0.00- +/- .020
	0.000- +/- .005

IMPLIED TOLERANCES DO NOT APPLY TO REFERENCE DIMENSIONS

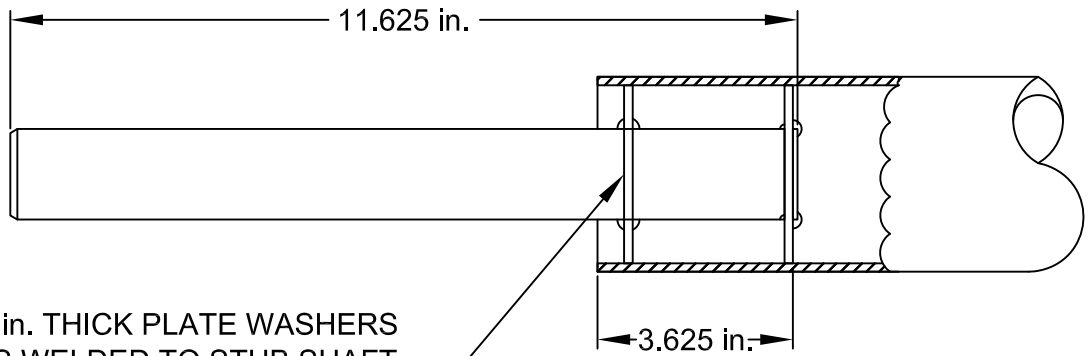


PA DEPARTMENT OF TRANSPORTATION

REVISIONS		DRAWN BY		SCALE	
NO.	DATE	BY	DATE	BY	
1	01-09-98	DLW	01-09-98	DLW	N/A
2	05-28-02	DWG	01-09-98	DLW	N/A
3	9-14-07	BAG	01-09-98	WJM	N/A

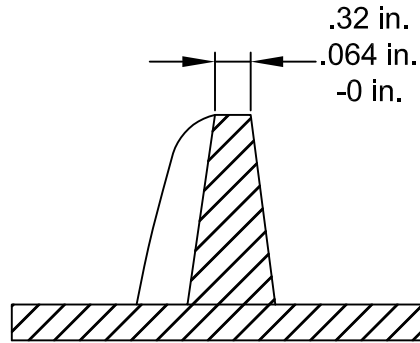
Penndot SPREADER AUGER DETAIL
 (S/S & RUBBER THOUGH)

EQU-6
 SHEET 1 OF 3



.125 in. THICK PLATE WASHERS
CONTINUOUS WELDED TO STUB SHAFT
AND AUGER PIPE

WASHERS TO FIT I.D. OF PIPE WITH
CLOSE SLIDING FIT SO NO FLEXING
OF SHAFT EXISTS AFTER FINAL WELDING



**FLITING THICKNESS SPECIFICATION
(BEFORE HARDSURFACING)**

.125 in. (MINIMUM)
HARDSURFACE

CONTINUOUS WELD
BOTH SIDES OF
FLITING



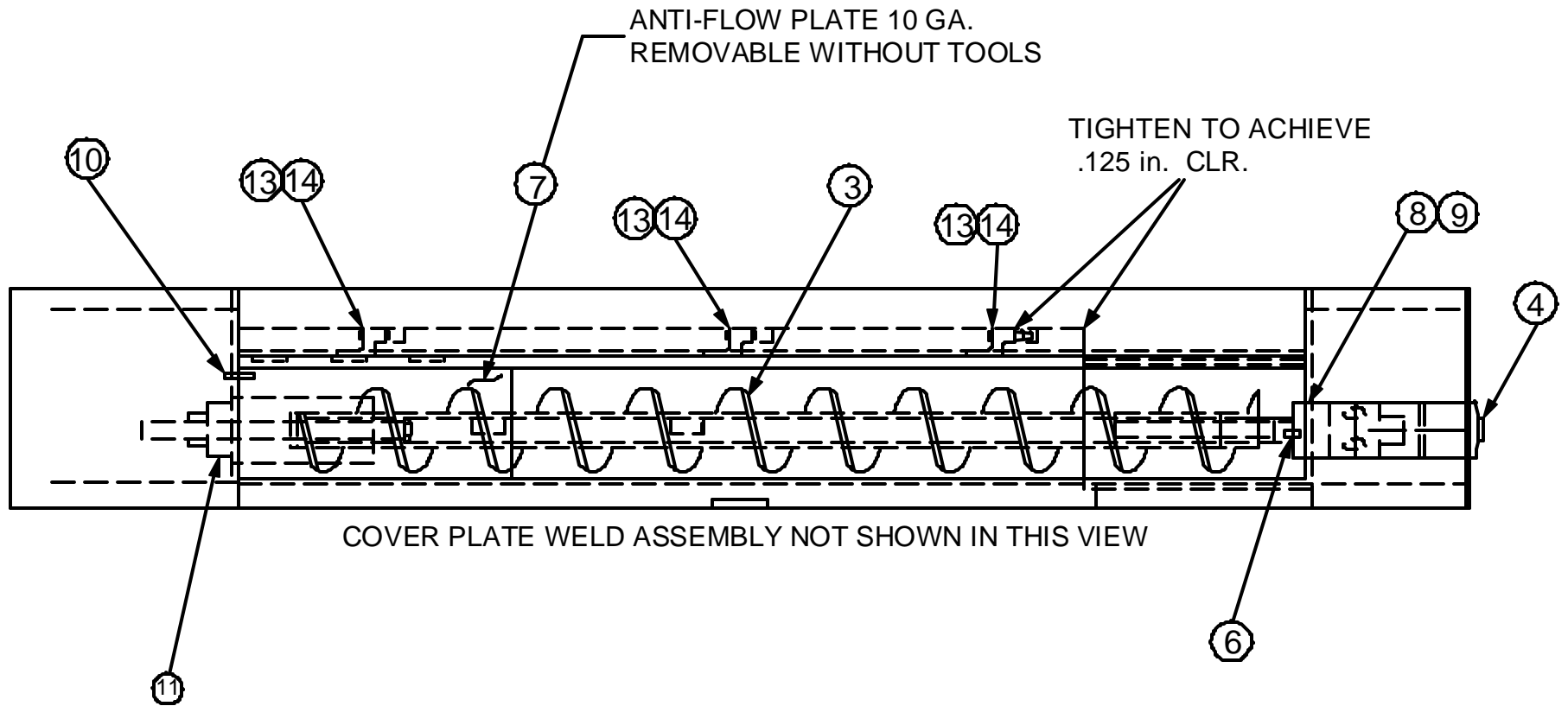
OUTER FLITE PERIPHERY CONTINUOUSLY
HARDSURFACED WITH ABRASIVE RESISTANCE
WELDING ROD (OR WIRE) EQUIVALENT TO
STUDY 121 (ROCKWELL HARDNESS C-44),
AND TO BE FULL WIDTH OF FLITING
THICKNESS AT OUTEREDGE

WELDING AND HARDSURFACE SPECIFICATION

PA DEPARTMENT OF TRANSPORTATION

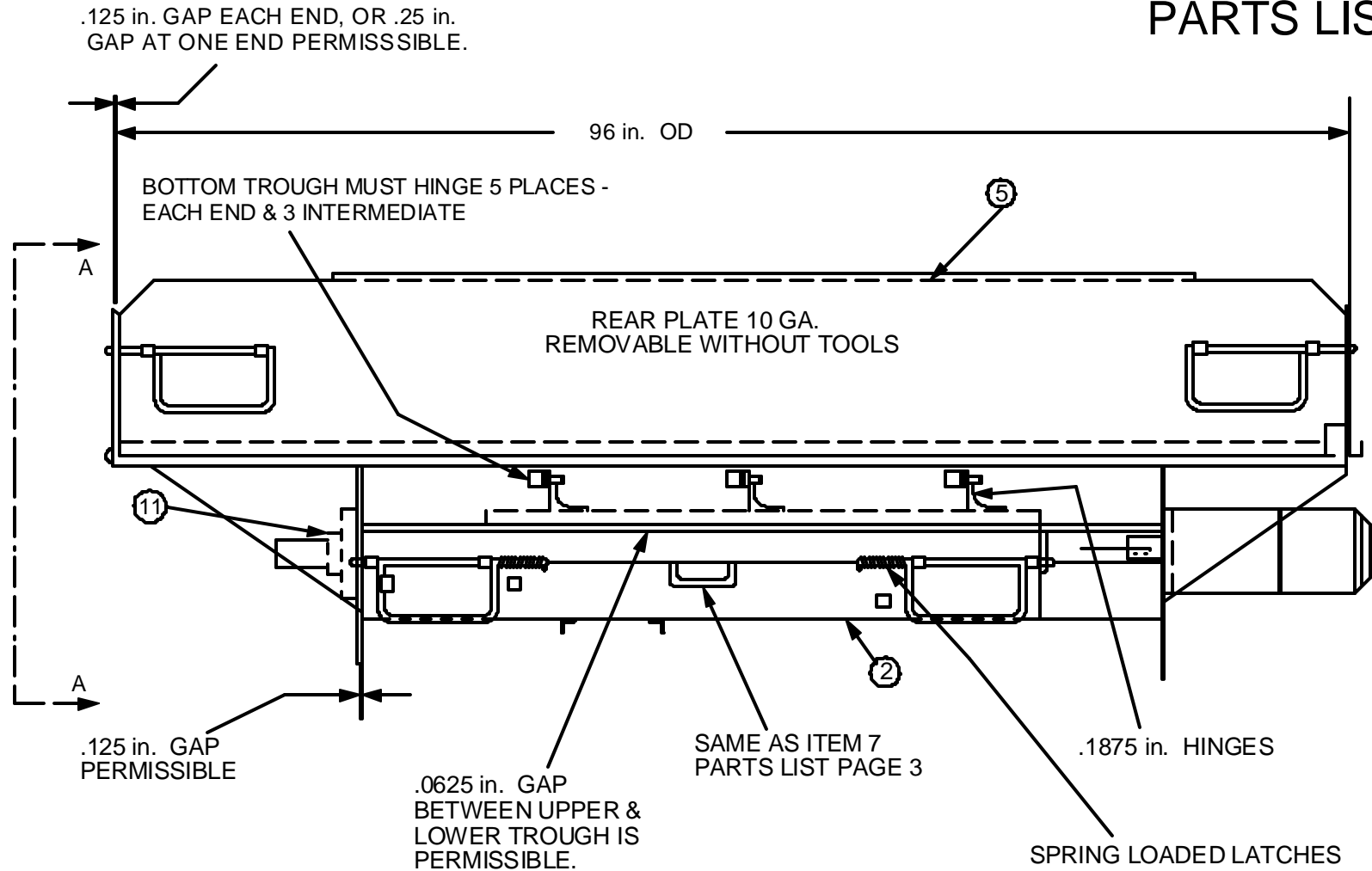
REVISIONS			PennDOT SPREADER AUGER DETAIL (S/S & RUBBER THROUGH)			
NO.	DATE	BY	DRAWN BY	SCALE		
1	1-09-98	DLW				
2	05-28-02	DWG	DLW	N/A	EQN-6	
3	09-20-07	BAG	DATE 01-09-98	CHK'D BY WHM	SHEET 3 OF 3	

PARTS LIST A



REVISIONS			COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF TRANSPORTATION			
NO.	DATE	BY	STAINLESS STEEL SPREADER WITH QUICK DISCONNECT SPINNER		MATERIAL	
1	01/10/96	SWW				
2	02/03/98	DLW				
3	06/03/02	DWG	DRAWN BY	DLW	SCALE	N / A
4			CHKD	WHM	DATE	02/03/98
5						
					DRW NO. EQN-9	
					SHEET 1 OF 5	

PARTS LIST A

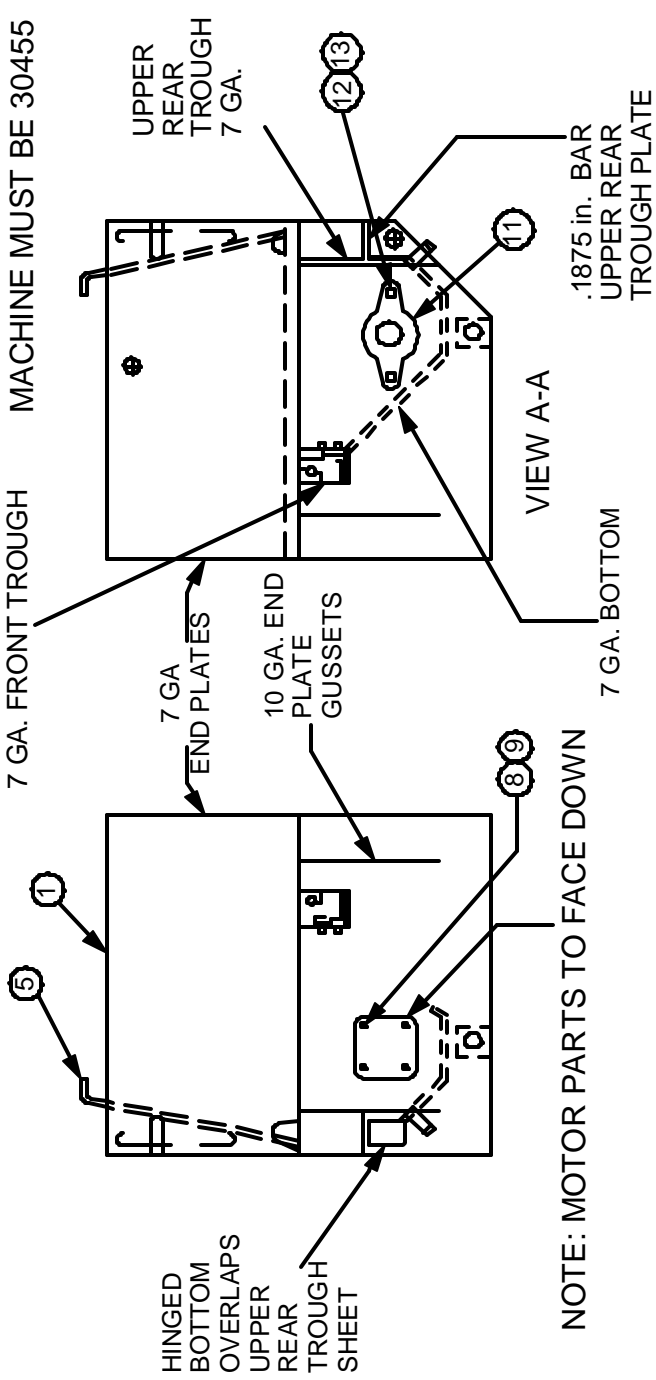


NOTE:

OVERALL HEIGHT AND DEPTH 18 in.
 INSIDE TROUGH WIDTH OPENING 81 in.
 + or - .50 in.

REVISIONS			COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF TRANSPORTATION			
NO.	DATE	BY	STAINLESS STEEL SPREADER WITH QUICK DISCONNECT SPINNER		MATERIAL	
1	01/10/96	SWW				
2	02/03/98	DLW				
3	06/03/02	DWG	DRAWN BY DLW	SCALE N / A		
4			CHKD WHM	DATE 02/03/98	DRW NO. EQN-9	
5					SHEET 2 OF 5	

PARTS LIST A



PARTS LISTING FOR PAGES 1, 2, & 3.

PARTS LIST A	
ITEM	QTY. NAME
2	1 LOWER TROUGH ASSEMBLY
3	1 AUGER ASSEMBLY
4	1 AUGER MOTOR
5	1 COVER PLATE ASSEMBLY
6	1 SOCHD CUP PT SET SCR .3125 in. - 18 NC x .25 in.
7	1 GATE OPENING BAFFLE WELD ASSEMBLY
8	4 HEX HEAD CAP SCREW .375 in. - 16 NC x .75 in.
9	4 LOCK WASHER .375 in.
10	1 HAIRPIN COTTER (.20 in. x 1.875 in.)
11	1 FLANGED BALL BEARING UNIT 2 BOLT MOUNTING 1.25 in.
12	3 HEX HEAD CAP SCREW (.375 in. - 16 NC x 1.50 in.)
13	6 HEX HEAD LOCK NUT (.375 in. - 16 NC - GRIPCO)
14	3 HEX HEAD CAP SCREW (.375 in. - 16 NC x 1 in.)

REVISIONS		COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF TRANSPORTATION	
NO.	DATE	BY	MATERIAL
1	01/10/96	SWW	N/A
2	02/03/98	DLW	
3	06/03/02	DWG	
4		CHKD	SCALE
5			DATE

STAINLESS STEEL SPREADER WITH QUICK DISCONNECT SPINNER

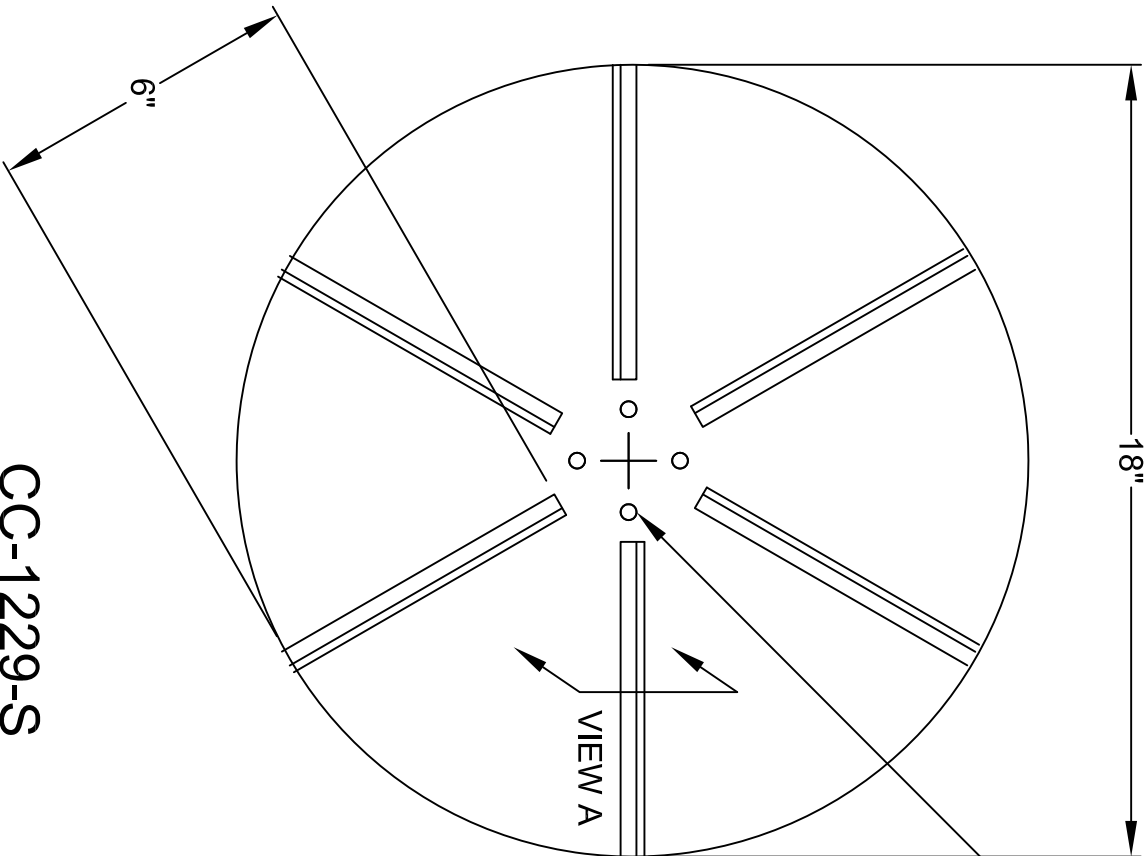
DRAWN BY DLW

DATE 02/03/98

CHKD WHM

DRW NO. EQN-9

SHEET 3 OF 5

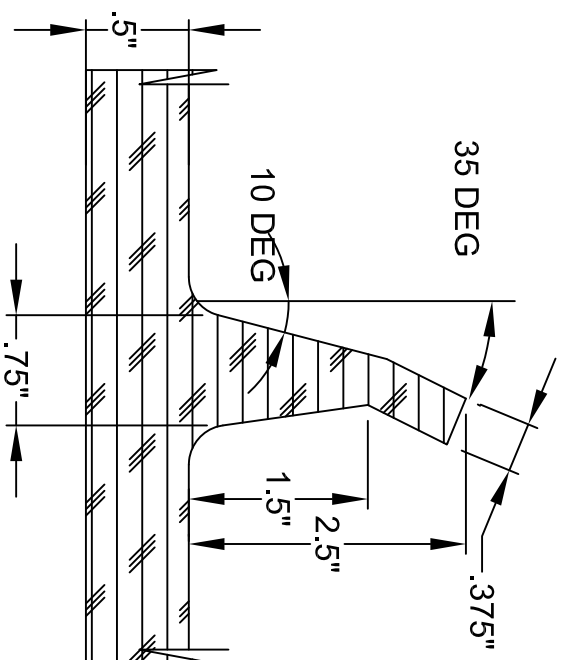


CC-1229-S

.375 Dia. HOLE REINFORCED WITH STEEL WASHERS (4) PLACES ON 4" B.C.

NOTES:

1. MATERIAL 80 DURO. URETHANE
2. WEIGHT 8.1 lbs. PER PIECE
3. ROTATION: COUNTER CLOCKWISE
4. ALL DIMENSIONS IN INCHES.



C.U.E. Inc
 11 Leonberg Township
 16066 U.S.A.

PA DEPARTMENT OF TRANSPORTATION

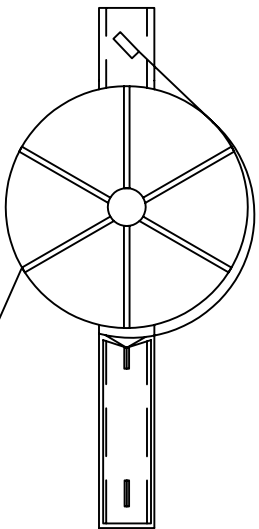
REVISIONS

NO.	DATE	BY	SPINNER / SPREADER TAILGATE URETHANE
1	06-03-02	DWG	
2	05-23-07	CJW	
3			

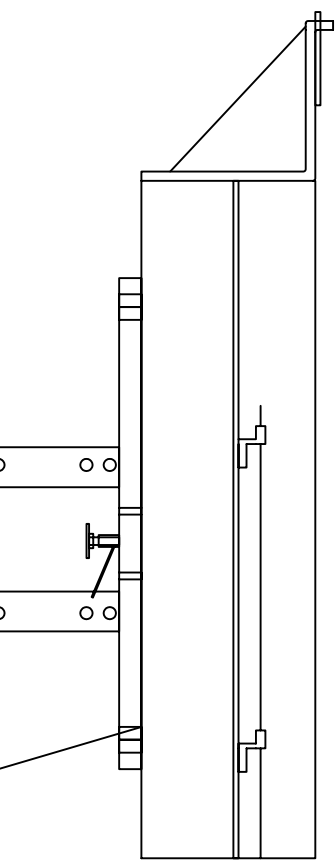
SCALE	EQN-9B
N/A	

DATE	CHK'D BY	SHEET
02-03-98	WHM	1 OF 1

SPINNER ASSEMBLY		
MK	QTY	DESCRIPTION
1	1	MAIN FRAME
2	1	DISC (REF: EQN-9B)
3	2	HYDRAULIC DRIVE MOTOR

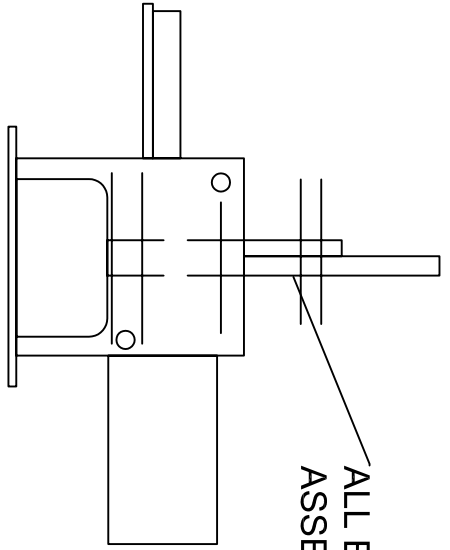


②



① .75 x 23.75 in. LONG (APPROX)
LATERAL ADJUSTMENT STAINLESS STEEL ROD

③



ALL BAR IN HANGER HINGE ASSEMBLY .25 IN X 2IN.

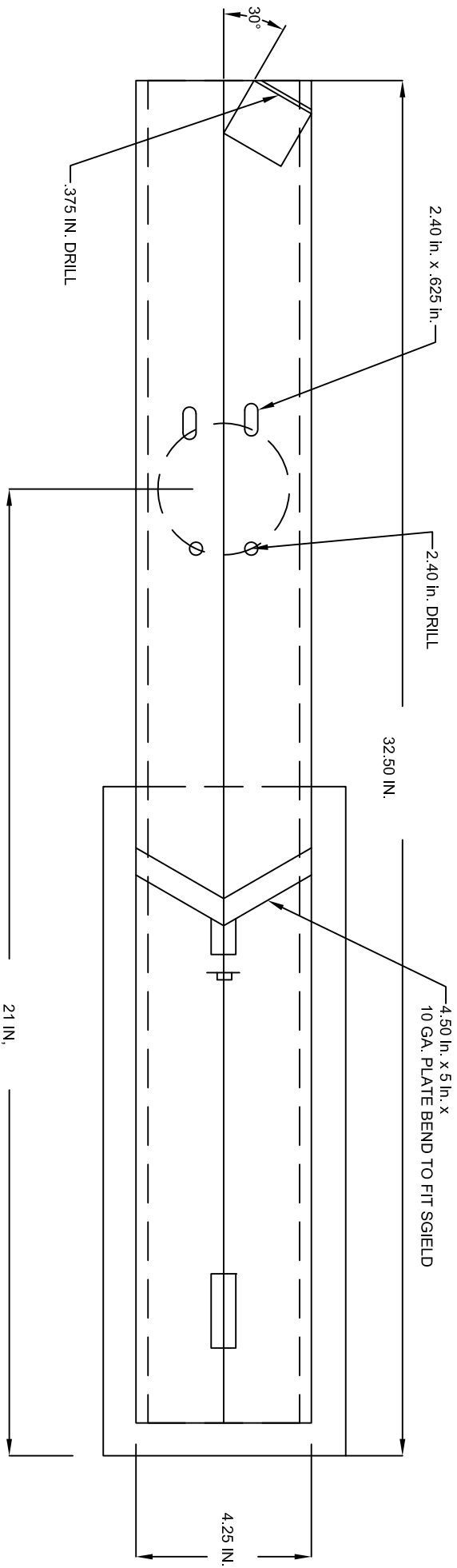
NOTES:

ALL SPINNER PARTS EXCLUDING THE DISC,
MOTOR
AND HUB SHALL BE AISI TYPE 304 STAINLESS
STEEL
ALL DIMENSIONS IN INCHES
ALL ANGLES .1875 IN THINK

PA DEPARTMENT OF TRANSPORTATION

REVISIONS		SPREADER / SPINNER STAINLESS STEEL	
NO.	DATE	BY	
1	02-17-98	DLW	
2	06-03-02	DWG	
3	07-26-07	BAG	

DRAWN BY	DLW	SCALE	N/A	EQN-9C
DATE	02-05-98	CHECK BY	WHM	SHEET 1 OF 6

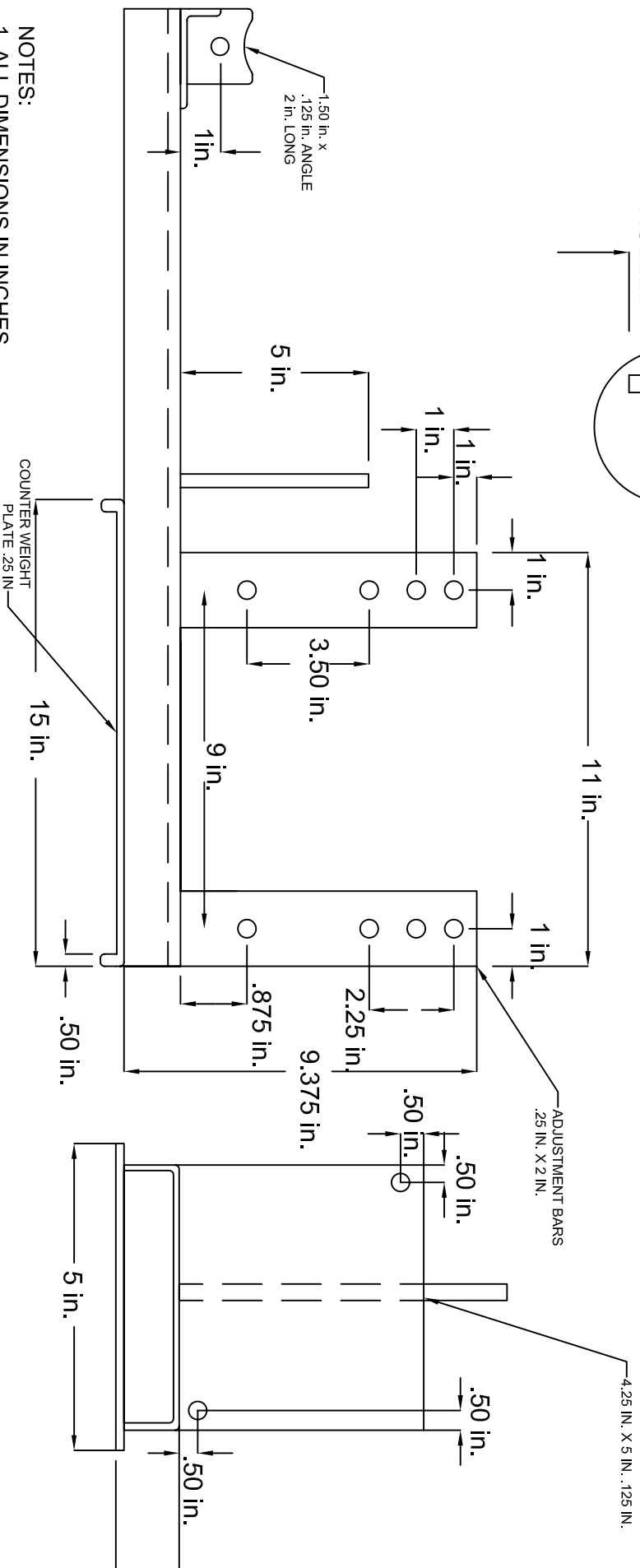
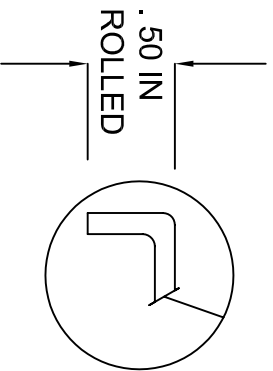


MAIN FRAME
 WITHOUT DISC / SPINNER MOTOR
 PAGES 2 & 3

PA DEPARTMENT OF TRANSPORTATION

REVISIONS			SPREADER / SPINNER STAINLESS STEEL		
NO.	DATE	BY	SCALE	DATE	SHEET
1	2-17-98	DLW	N/A	02-05-98	2 OF 6
2	06-04-02	DWG	N/A		
3	07-26-07	BAG	N/A		

NO.	DATE	BY	SCALE	DATE	SHEET
1	2-17-98	DLW	N/A	02-05-98	2 OF 6
2	06-04-02	DWG	N/A		
3	07-26-07	BAG	N/A		



NOTES:

1. ALL DIMENSIONS IN INCHES
2. SPINNER MOTOR SHALL HAVE HOSE CONNECTIONS AND THEY SHALL BE MADE WITH 45 DEGREE FITTING TO ENSURE THAT HOSES ARE ROUTED OUTSIDE AND AWAY FROM THE STAINLESS STEEL
3. STAINLESS STEEL AS PER AISI TYPE 304

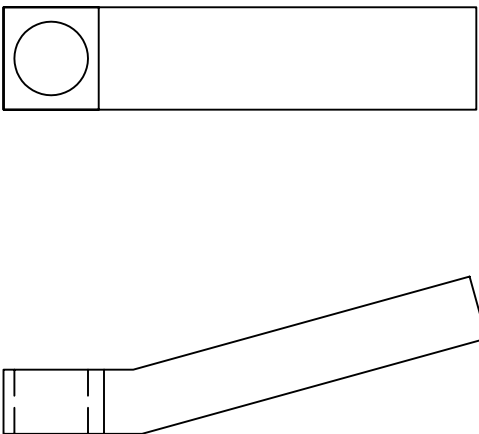
PA DEPARTMENT OF TRANSPORTATION

SPREADER / SPINNER STAINLESS STEEL

REVISIONS		NO.	DATE	BY
1	02-17-98	DLW		
2	06-04-02	DWG		
3	07-20-07	BAG		

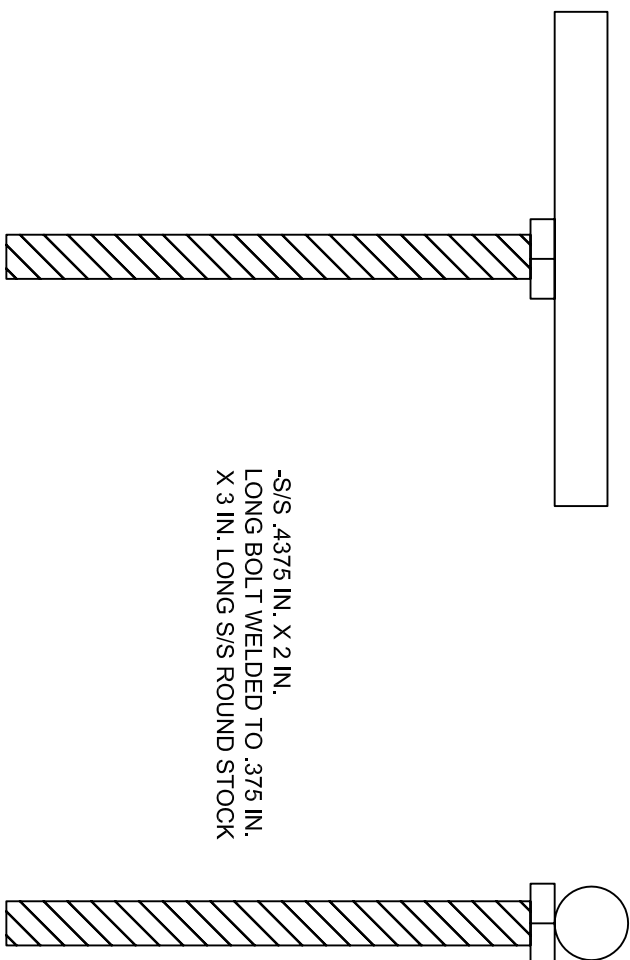
DRAWN BY	DLW	SCALE	N/A	EQN-9C
DATE	02-05-98	CHK'D BY	WHM	SHEET 3 OF 6

**DETAIL B
LOCK BAR**



-0.25 IN. X .75 IN.
X 3.5 IN. S/S BAR WITH A
.4375 IN. DIA. TAP HOLE

**DETAIL C
TEE BOLT**



-S/S .4375 IN. X 2 IN.
LONG BOLT WELDED TO .375 IN.
X 3 IN. LONG S/S ROUND STOCK

NOTES:

1. ALL DIMENSIONS IN INCHES.
- 2 STAINLESS STEEL AS PER AISI TYPE 304

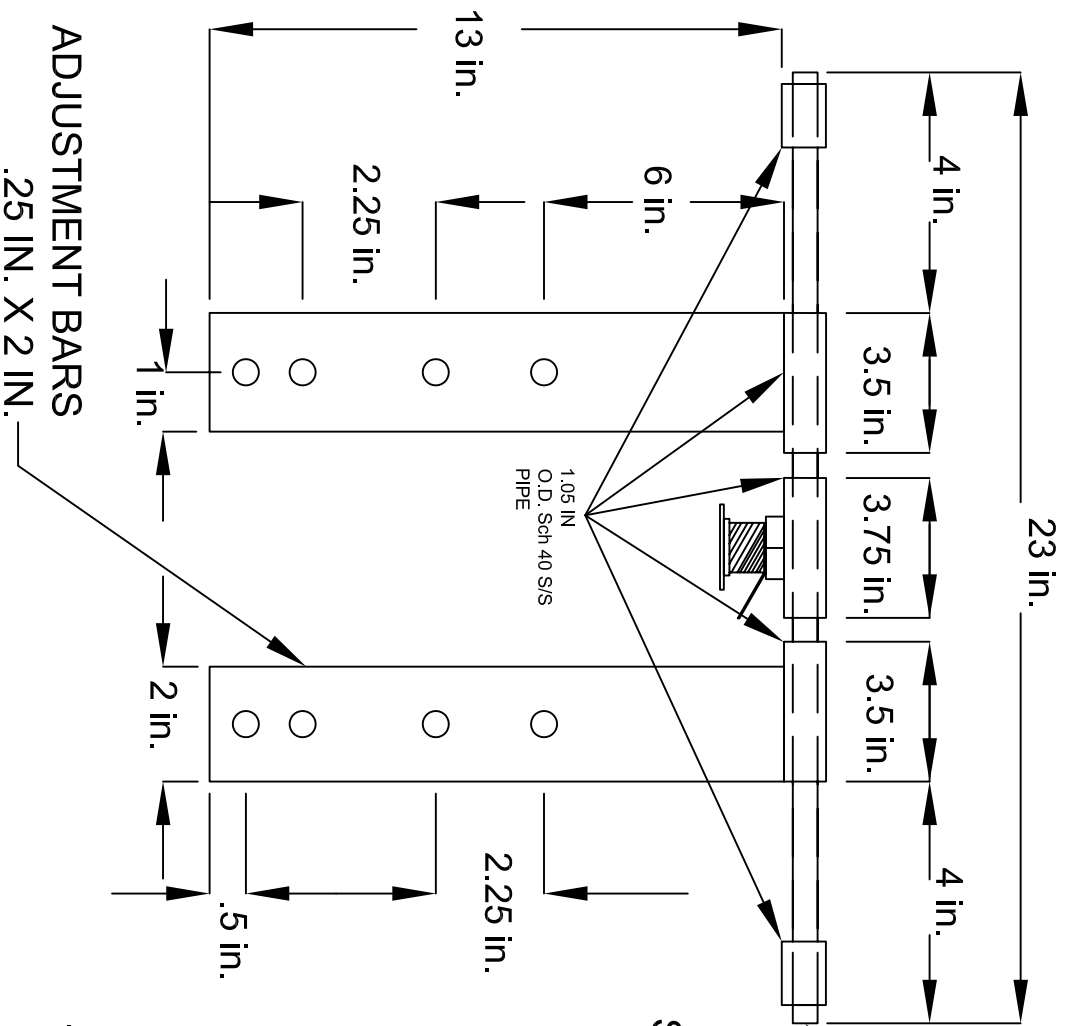
REVISIONS			SPREADER / SPINNER STAINLESS STEEL		
NO.	DATE	BY	DATE	SCALE	
1	02-17-98	DLW		N/A	
2	02-04-02	DWG	02-05-98		
3	07-26-07	BAG			

PA DEPARTMENT OF TRANSPORTATION

SPREADER / SPINNER STAINLESS STEEL

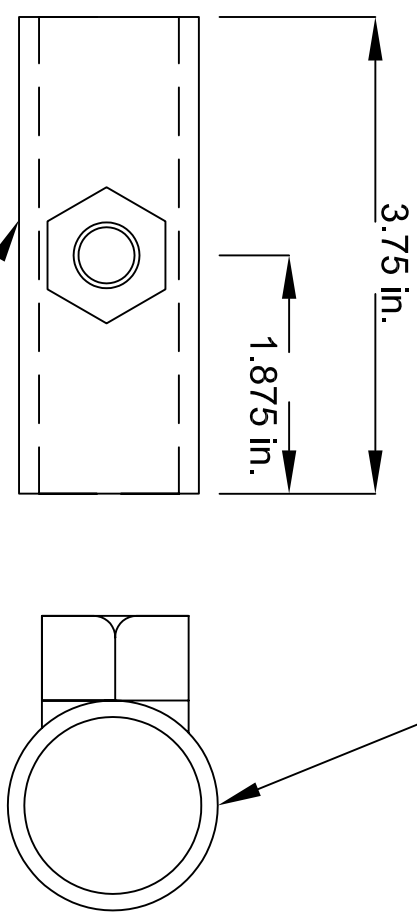
EQN-9C

SHEET 4 OF 6



TABS AS SHOWN ON SHEET 1 OF EQN-9 AND 9C ACCEPTABLE

.5625 IN. HOLE WITH .4375 IN. X 14 NC-28 S/S NUT WELDED OVER THE HOLE

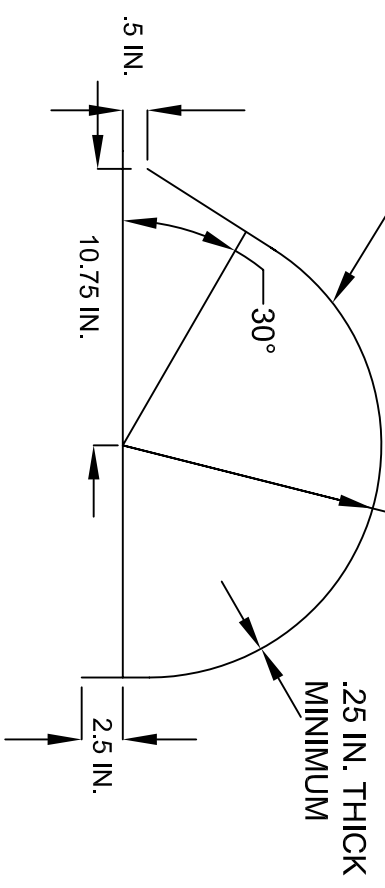


DETAIL A
LATERAL ADJUSTMENT LOCK

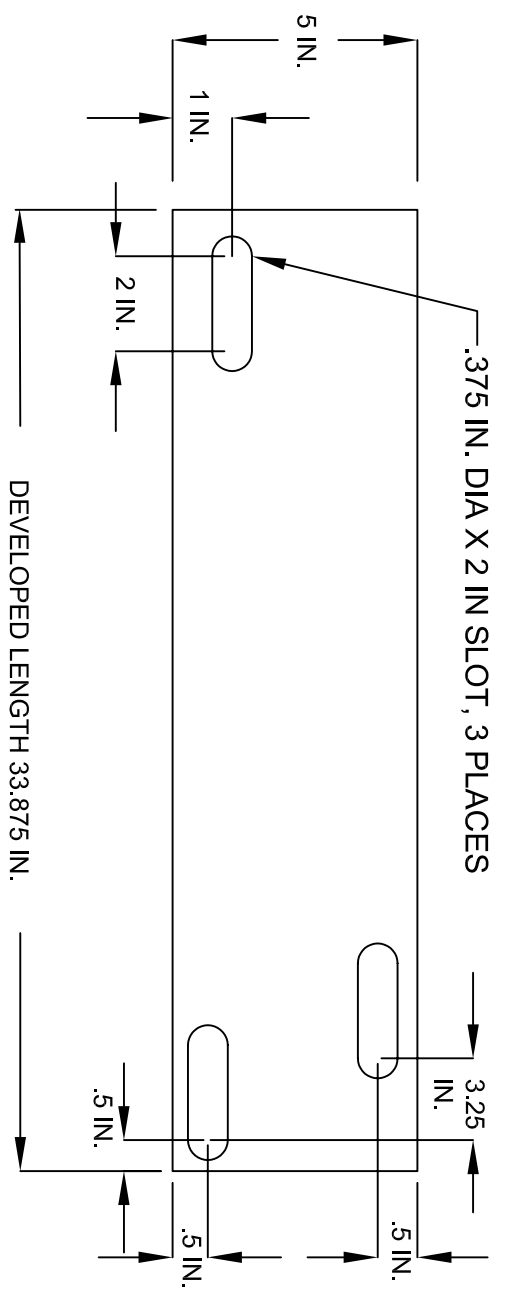
- NOTES:
1. ALL DIMENSIONS INCHES
 2. STAINLESS STEEL AS PER AISI TYPE 304

PA DEPARTMENT OF TRANSPORTATION				REVISIONS			
				NO.	DATE	BY	SPREADER / SPINNER STAINLESS STEEL
				1	02-17-98	DLW	DRAWN BY DLW SCALE N/A DATE 02-05-98 CHKD BY WHM SHEET 50F 6
				2	02-04-02	DWG	
				3	07-26-07	BAG	

BEND RADIUS TO PROVIDE
 .375 IN. CLEARANCE
 WITH DISC.



SPINNER DISC SHIELD



- NOTES:
1. ALL DIMENSIONS IN INCHES / CM
 2. STAINLESS STEEL AS PER AISI TYPE 304

PA DEPARTMENT OF TRANSPORTATION

REVISIONS			SPREADER / SPINNER STAINLESS STEEL		
NO.	DATE	BY	DATE	SCALE	
1	02-17-98	DLW	DLW	N/A	EQN-9C
2	02-04-02	DWG	DLW		
3	07-26-07	BAG			

3	07-26-07	BAG	DATE	02-05-98	CHK'D BY	WHM	SHEET	6 OF 6
---	----------	-----	------	----------	----------	-----	-------	--------

DRIVE BEARINGS:

THE FOLLOWING SHALL INDICATE MINIMUM REQUIREMENTS INCLUDING ALL GENUINE PARTS, ACCESSORIES, EQUIPMENT, AND SAFETY FEATURES CONSIDERED STANDARD, WHETHER MENTIONED HEREIN OR NOT. THE VEHICLE SHALL COMPLY WITH ALL CURRENT APPLICABLE FEDERAL SAFETY STANDARDS AND OSHA REQUIREMENTS.

THE PURPOSE OF THESE SPECIFICATIONS IS TO DESCRIBE A BEARING CAPABLE OF BEING USED ON OUR TAILGATE SPREADERS.

UNLESS OTHERWISE SPECIFIED, EACH UNIT SHALL INCLUDE ALL SPECIFIED PARTS, MADE AVAILABLE FOR THE INDICATED MODEL BY THE EQUIPMENT MANUFACTURER.

SPECIFIED ITEMS NOT AVAILABLE THROUGH THE EQUIPMENT MANUFACTURER SHALL CONFORM TO THE BEST QUALITY STANDARDS KNOWN TO THAT PARTICULAR INDUSTRY.

EACH UNIT SHALL BE CLEAN, LUBRICATED, AND SERVICED READY FOR IMMEDIATE OPERATION.

PERFORMANCE:

THE PROPOSED UNIT SHALL BE IDENTICAL WITH THE STANDARD OR IMPROVED MODEL AND A CURRENT PRODUCTION UNIT IN USE BY THE INDUSTRY FOR THE PAST TWELVE MONTHS PRECEDING THIS BID OPENING.

IT SHALL BE THE RESPONSIBILITY OF THE BIDDER TO ASSURE THAT THE PROPOSED EQUIPMENT CONFORMS TO THE SPECIFICATIONS AND PERFORMS SATISFACTORILY ACCORDING TO THESE SPECIFICATIONS.

GRADE:

REFERENCE: AMERICAN FRICTION BEARING MANUFACTURERS ASSOCIATION #1, PRECISION

TYPE:

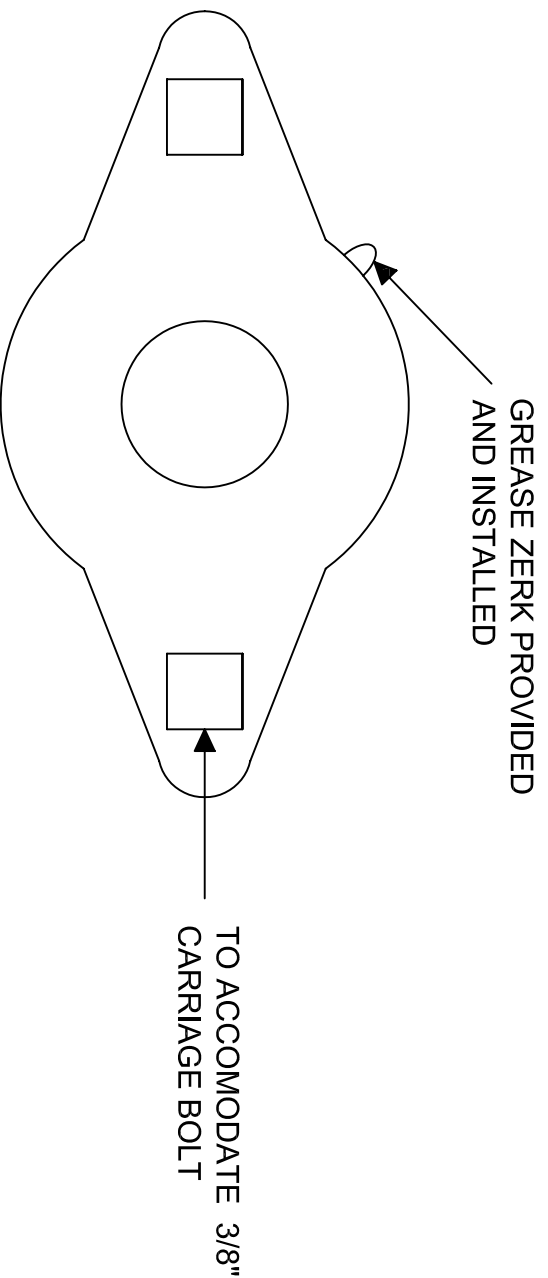
SELF-ALIGNING, ANTI-FRICTION, THRUST, RE-LUBE TYPE.

MOUNTING:

2 BOLT UNIT FLANGED UNIT TYPE. SEE DRAWING.

REVISIONS			SPREADER BEARING INFORMATION		
NO.	DATE	BY	DRAWN BY	SCALE	EQN-#
1	4-4-07	KNH	DLW	N/A	10
2					
3			06/26/97	WHM	SHEET 1 OF 2

MOUNTINGS:
 2 BOLT (SQUARE HOLES) FLANGED UNIT TYPE. SEE DRAWING.



SHAFT DIAMETER: 1-1/4"

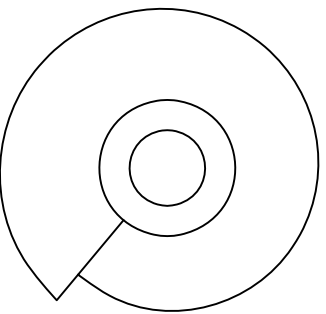
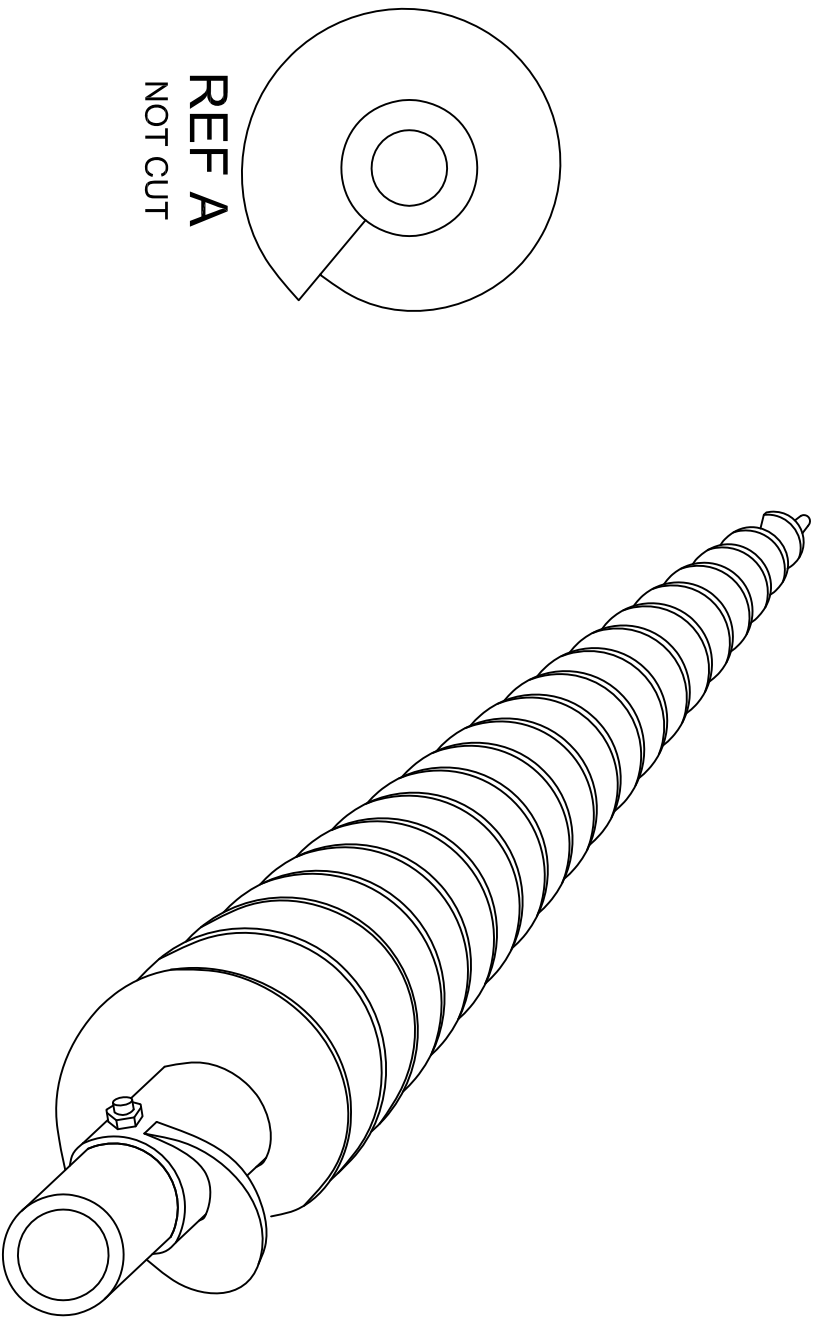
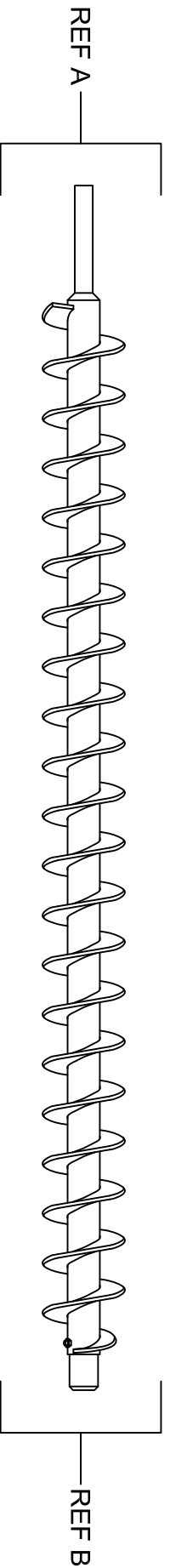
LOCKING: RETAINING COLLAR SHALL BE ECCENTRIC WITH SET SCREW.

HOUSING: CASE, DUCTILE OR MALLEABLE IRON.

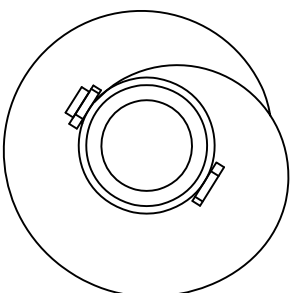
REFERENCE: LINK BELT FXWG 2E2ou, FAFNIR GVF TDS, ROBERTS FBpz-20L, BROWNING MODEL #V/F2E-120SM, SST MODEL #SAFG 206-20G, IPTCI MODEL SALF 206-20

NOTE: ALL SET SCREWS HOLDING BEARING COLLARS SHALL BE TREATED WITH LOCKTITE AND PROPERLY TORQUED.

PA DEPARTMENT OF TRANSPORTATION		
SPREADER BEARING INFORMATION		
NO.	DATE	BY
1	4-4-07	KNH
2		
3		
DRAWN BY		DLW
SCALE		N/A
DATE		06/26/97
CHK'D BY		WHM
EQU-# 10 SHEET 2 OF 2		



REF A
NOT CUT



REF B
BEVEL CUT ON MOTOR
SIDE OF AUGER

PA DEPARTMENT OF TRANSPORTATION

REVISIONS			BEVEL CUT AUGER		
NO	DATE	BY			
1					
2					
3					

DRAWN BY		HMR	SCALE		N/A	EQU-29	
DATE		08-08-17	CHECKED BY			SHEET 1 OF 1	