

Contract Change Date: 12/05/2023 Valid From: 12/01/2019 To: 11/30/2024 Page 1 of 1

All using Agencies of the Commonwealth, Participating Political

Subdivision, Authorities, Private Colleges and Universities **Purchasing Agent** Name: Riley Char Your SAP Vendor Number with us: 354848 Phone: 717-346-4868 Fax: 717-783-6241 Supplier Name/Address: T C MILLWORK INC 3433 MARSHALL LN BENSALEM PA 19020-0826 US Please Deliver To: To be determined at the time of the Purchase Order unless specified below. Supplier Phone Number: 215-245-4210 Supplier Fax Number: 215-245-4723 **Contract Name: Payment Terms** PLCB Furniture, Fixtures & Accessories NET 30 Solicitation No.: 6100048463 Issuance Date: 06/25/2019 Supplier Bid or Proposal No. (if applicable): 6500126594 Solicitation Submission Date: 07/03/2019 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 UOM Price Per Total Qty Desc Unit 1 PLCB Furniture, Fixtures & Accessories 1.000 Each 2,268,386.86 2,268,386.86 **General Requirements for all Items: Header Text** THIS SOLE SOURCE CONTRACT IS FOR PLCB FURNITURE, FIXTURES & ACCESSORIES FOR THEIR SPECIALTY STORES. THIS CONTRACT WILL BE GIVEN BACK TO PLCB FOR THEM TO PUT IN THEIR ORACLE SYSTEM AND MAINTAIN IT. CONTACT AT DGS: LISA VEGA PHONE: 717-346-4290 EMAIL: LVEGA@PA.GOV No further information for this Contract Information:

Date

Title ____

Supplier's Signature _____

Printed Name

FULLY EXECUTED - CHANGE 4
Contract Number: 4400021466
Original Contract Effective Date: 08/08/2019

Contract Change Date: 11/16/2023 Valid From: 12/01/2019 To: 11/30/2024



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

Subdivision, Authorities, Private Colleges and Universities **Purchasing Agent** Name: Vega Lisa Your SAP Vendor Number with us: 354848 Phone: 717-346-4290 Fax: 717 346-3820 Supplier Name/Address: T C MILLWORK INC 3433 MARSHALL LN BENSALEM PA 19020-0826 US Please Deliver To: To be determined at the time of the Purchase Order unless specified below. Supplier Phone Number: 215-245-4210 Supplier Fax Number: 215-245-4723 **Contract Name: Payment Terms** PLCB Furniture, Fixtures & Accessories NET 30 Solicitation No.: 6100048463 Issuance Date: 06/25/2019 Supplier Bid or Proposal No. (if applicable): 6500126594 Solicitation Submission Date: 07/03/2019 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 UOM Price Per Total Qty Desc Unit *** Validity Period Changed *** 1 PLCB Furniture, Fixtures & Accessories 1.000 Each 2,268,386.86 2,268,386.86 **General Requirements for all Items: Header Text** THIS SOLE SOURCE CONTRACT IS FOR PLCB FURNITURE, FIXTURES & ACCESSORIES FOR THEIR SPECIALTY STORES. THIS CONTRACT WILL BE GIVEN BACK TO PLCB FOR THEM TO PUT IN THEIR ORACLE SYSTEM AND MAINTAIN IT. **CONTACT AT DGS: LISA VEGA** PHONE: 717-346-4290 EMAIL: LVEGA@PA.GOV No further information for this Contract Information:

Title

Date

Supplier's Signature _____

Printed Name



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

Your SAP Vendor Number with us: 354848

Supplier Name/Address:

T C MILLWORK INC 3433 MARSHALL LN

BENSALEM PA 19020-0826 US

Supplier Phone Number: 215-245-4210 Supplier Fax Number: 215-245-4723

Contract Name:

PLCB Furniture, Fixtures & Accessories

Solicitation No.: 6100048463

Supplier Bid or Proposal No. (if applicable): 6500126594

FULLY EXECUTED - CHANGE 2 Contract Number: 4400021466

Original Contract Effective Date: 08/08/2019

Contract Change Date: 10/04/2021 Valid From: 12/01/2019 To: 11/30/2022

Purchasing Agent Name: Vega Lisa

Phone: 717-346-4290 Fax: 717 346-3820

Please Deliver To:

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

Payment Terms

NET 30

Issuance Date: 06/25/2019

Solicitation Submission Date: 07/03/2019

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 PLCB Fu	urniture, Fixtures & Accessories	1.000	Each	2,268,386.86	1	2,268,386.86

General Requirements for all Items:

Header Text

THIS SOLE SOURCE CONTRACT IS FOR PLCB FURNITURE, FIXTURES & ACCESSORIES FOR THEIR SPECIALTY STORES.

THIS CONTRACT WILL BE GIVEN BACK TO PLCB FOR THEM TO PUT IN THEIR ORACLE SYSTEM AND MAINTAIN IT.

CONTACT AT DGS: LISA VEGA

PHONE: 717-346-4290 EMAIL: LVEGA@PA.GOV

No further information for this Contract

Information:		
Supplier's Signature	Title	
Printed Name	Date	

FULLY EXECUTED - CHANGE 3 Contract Number: 4400021466 Original Contract Effective Date: 08/08/2019

Contract Change Date: 07/15/2022



All using Agencies of the Commonwealth, Participating Political

Valid From: 12/01/2019 To: 11/30/2023 Subdivision, Authorities, Private Colleges and Universities **Purchasing Agent** Name: Vega Lisa Your SAP Vendor Number with us: 354848 Phone: 717-346-4290 Fax: 717 346-3820 Supplier Name/Address: T C MILLWORK INC 3433 MARSHALL LN BENSALEM PA 19020-0826 US Please Deliver To: To be determined at the time of the Purchase Order unless specified below. Supplier Phone Number: 215-245-4210 Supplier Fax Number: 215-245-4723 **Contract Name: Payment Terms** PLCB Furniture, Fixtures & Accessories NET 30 Solicitation No.: 6100048463 Issuance Date: 06/25/2019 Supplier Bid or Proposal No. (if applicable): 6500126594 Solicitation Submission Date: 07/03/2019 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 UOM Price Per Total Qty Desc Unit *** Validity Period Changed *** 1 PLCB Furniture, Fixtures & Accessories 1.000 Each 2,268,386.86 2,268,386.86 **General Requirements for all Items: Header Text** THIS SOLE SOURCE CONTRACT IS FOR PLCB FURNITURE, FIXTURES & ACCESSORIES FOR THEIR SPECIALTY STORES. THIS CONTRACT WILL BE GIVEN BACK TO PLCB FOR THEM TO PUT IN THEIR ORACLE SYSTEM AND MAINTAIN IT. **CONTACT AT DGS: LISA VEGA** PHONE: 717-346-4290 EMAIL: LVEGA@PA.GOV No further information for this Contract Information: Supplier's Signature _____ Title

Date

Printed Name

FULLY EXECUTED - CHANGE 1 Contract Number: 4400021466 Original Contract Effective Date: 08/08/2019

Contract Change Date: 07/29/2020 Valid From: 12/01/2019 To: 11/30/2021



All using Agencies of the Commonwealth, Participating Political

Subdivision, Authorities, Private Colleges and Universities **Purchasing Agent** Name: Vega Lisa Your SAP Vendor Number with us: 354848 Phone: 717-346-4290 Fax: 717 346-3820 Supplier Name/Address: T C MILLWORK INC 3433 MARSHALL LN BENSALEM PA 19020-0826 US Please Deliver To: To be determined at the time of the Purchase Order unless specified below. Supplier Phone Number: 215-245-4210 Supplier Fax Number: 215-245-4723 **Contract Name: Payment Terms** PLCB Furniture, Fixtures & Accessories NET 30 Solicitation No.: 6100048463 Issuance Date: 06/25/2019 Supplier Bid or Proposal No. (if applicable): 6500126594 Solicitation Submission Date: 07/03/2019 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 UOM Price Per Total Qty Desc Unit *** Validity Period Changed *** 1 PLCB Furniture, Fixtures & Accessories 1.000 Each 2,268,386.86 2,268,386.86 **General Requirements for all Items: Header Text** THIS SOLE SOURCE CONTRACT IS FOR PLCB FURNITURE, FIXTURES & ACCESSORIES FOR THEIR SPECIALTY STORES. THIS CONTRACT WILL BE GIVEN BACK TO PLCB FOR THEM TO PUT IN THEIR ORACLE SYSTEM AND MAINTAIN IT. **CONTACT AT DGS: LISA VEGA** PHONE: 717-346-4290 EMAIL: LVEGA@PA.GOV No further information for this Contract Information: Supplier's Signature _____ Title

Date

Printed Name



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

Your SAP Vendor Number with us: 354848

Supplier Name/Address:

T C MILLWORK INC 3433 MARSHALL LN

BENSALEM PA 19020-0826 US

Supplier Phone Number: 215-245-4210 Supplier Fax Number: 215-245-4723

Contract Name:

PLCB Furniture, Fixtures & Accessories

Solicitation No.: 6100048463

Supplier Bid or Proposal No. (if applicable): 6500126594

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.

FULLY EXECUTED

Contract Number: 4400021466 Original Contract Effective Date: 08/08/2019 Valid From: 12/01/2019 To: 11/30/2020

Purchasing Agent

Name: Vega Lisa Phone: 717-346-4290 Fax: 717 346-3820

Please Deliver To:

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

Payment Terms

NET 30

Issuance Date: 06/25/2019

Solicitation Submission Date: 07/03/2019

ItemMaterial/Service
DescQtyUOMPrice
UnitPer
UnitTotal
Unit1 PLCB Furniture, Fixtures & Accessories1.000 Each2,268,386.8612,268,386.86

General Requirements for all Items:

Header Text

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THIS CONTRACT WILL BE GIVEN BACK TO PLCB FOR THEM TO PUT IN THEIR ORACLE SYSTEM AND MAINTAIN IT.

CONTACT AT DGS: LISA VEGA

PHONE: 717-346-4290 EMAIL: LVEGA@PA.GOV

No further information for this Contract

Information:		
Supplier's Signature	Title	
Printed Name	Date	

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PART I - GENERAL INFORMATION

PART I - GENERAL INFORMATION

I.1 I-SPR-001.2 Purpose (Dec. 2006)

The Commonwealth of Pennsylvania (Commonwealth) is issuing this Supplier Pricing Request to request a written offer from the vendor to meet the needs of DEPARTMENT OF GENERAL SERVICES to satisfy the need for PLCB Furniture, Fixtures & Accessories .

I.2 I-SPR-011-2b Submission of Supplier Pricing Request Forms - Electronic Submittal (Dec. 2006)

Supplier pricing is requested for the item(s) described in this Supplier Pricing Request and all the documents referenced in the form (collectively called the SPR). The vendor must submit its response to the Supplier Pricing Request through the Commonwealth's electronic system (SRM).

I.3 I-SPR-029.2 Prices – Sole Source (Dec 2006)

If a contract is entered into with the vendor, the vendor will be required to provide the awarded item(s) at the prices quoted in its response to the Supplier Pricing Request.

I.4 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 fouryears 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 -SUBMITTAL REQUIREMENTS

PART II -SUBMITTAL REQUIREMENTS

II.1 II-SPR-008.1b Lobbying Certification and Disclosure – Electronic Submission (Dec 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. Vendors 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 SPR. The completed and signed Lobbying Certification Form and the Disclosure of Lobbying Activities Form should be submitted with the Response. Commonwealth agencies will not contract with outside firms or individuals to perform lobbying services, regardless of the source of funds.

II.2 II-SPR-012.1 Return Goods Policy (Doc 2006)

Each vednor must submit a copy of their return goods policy with their response.

II.3 II-SPR-016.1 Post-Submission Descriptive Literature (Dec 2006)

The Commonwealth may, during its evaluation of the response, require any vendor 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 may result in the rejection of the response.

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

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

II.5 II-SPR-019.1b 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 SPR. The completed and signed Iran Free Procurement Certification form must be submitted with the 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#.WDNfJ.

PART III - WORK STATEMENT

PART III - WORK STATEMENT

III.1 III-SPR-001.1A Specifications (Dec 2006)

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

PART IV - TERMS AND CONDITIONS

PART IV - TERMS AND CONDITIONS

IV.1 CONTRACT-001.1c Contract Terms and Conditions – Stand-Alone (Nov 30 2006)

The Contractor and the Commonwealth agree that the following terms and conditions are part of the Contract:

IV.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.

IV.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.

IV.4 CONTRACT-002.3 Extension of Contract Term (Nov 30 2006)

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

IV.5 CONTRACT-003.1a Signatures – Contract (July 2015)

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

The Contract may be electronically signed by the Commonwealth. The electronically-printed name of the Purchasing Agent represents the signature of that individual who has the authority, on behalf of the Commonwealth, to bind the Commonwealth to the terms of the Contract. If the Contract output form does not have "Fully Executed" at the top of the first page and does not have the name of the Purchasing Agent printed in the appropriate box, the Contract has <u>not</u> 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.

IV.6 CONTRACT-004.1a Definitions (Oct 2013)

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

- a. <u>Agency:</u> 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. <u>Contracting Officer:</u> The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.
- c. <u>Days:</u> Unless specifically indicated otherwise, days mean calendar days.
- d. <u>Developed Works or Developed Materials:</u> 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. <u>Documentation:</u> 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. <u>Services:</u> All Contractor activity necessary to satisfy the Contract.

IV.7 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.

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

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

IV.9 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.

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

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

IV.11 CONTRACT-007.3 Prior Notice (Oct 2006)

The Contractor is required to notify the Commonwealth Delivery Location when shipment is to be made in order that a Commonwealth representative may be present to receive the Contract Item(s) when they are delivered.

IV.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.

IV.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.

IV.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.

IV.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.

IV.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.

IV.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.

IV.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.

IV.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.

IV.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.

IV.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.

IV.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.

IV.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.

IV.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.

IV.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.

IV.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.

IV.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.

IV.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.

IV.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.

IV.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.

IV.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.

IV.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.

IV.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.

IV.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.

IV.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.

IV.36 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (August 2018)

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.** 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, in the provision of services under the contract.
- **4.** Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- 5. 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.
- **6.** 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.
- 7. 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.
- **8.** 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.
- **9.** 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.
- **10.** 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.

IV.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 affliates 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.

IV.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

IV.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.

IV.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.

IV.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.

IV.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.

IV.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.

IV.44 CONTRACT-034.2c Order of Precedence - SPR (Dec 13 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 SPR; and the Contractor's response to the SPR.

IV.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.

IV.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.

IV.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.

IV.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.

IV.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.

IV.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.

PENNSYLVANIA LIQUOR CONTROL BOARD

FINE WINE AND GOOD SPIRITS

STORE FIXTURE SPECIFICATIONS

PART 1 GENERAL

I-1. OVERVIEW

Contractor shall provide all labor, materials, equipment and services necessary to manufacture store fixtures and display cases as shown on the drawings and/or specified herein for PLCB wine and spirits stores.

In the event of any and all design changes, contractor must provide updated shop drawings to PLCB if requested.

I-2. SUBMITTALS

A. Shop Drawings

Current shop drawings of store fixtures and display cases are provided. Any changes to design or construction must be approved by the PLCB prior to manufacture. In the event of any design changes, contractor shall provide updated shop drawings. Shop drawings shall indicate room plans at 1/8" equals 1'-0" scale, elevations at 3/4" equals 1'-0" scale, and typical construction details at 3" equals 1'-0" scale. Shop drawings shall indicate all materials, thicknesses and finishes. Shop drawings shall indicate adjacent materials and coordination with any equipment contained within the store fixtures (ie. POS system, wine chiller units, ice maker, etc).

Shop drawings shall show all finish hardware, anchors, fastenings and accessories.

Shop drawings shall show all jointing, joint treatment and butt jointing in plastic laminate and PVC membranes.

B. Samples

Prior to manufacture, the Contractor shall provide samples, in the sizes indicated, of any materials not previously approved to the PLCB Contact Person for review and approval. This includes, but is not limited to, any changes to the following:

- 1. Plastic laminate, twelve (12) inches square.
- 2. PVC film, twelve (12) inches square.
- 3. Ven4ma (as manufactured by Spectrim Building Products, LLC), 12 inches square.
- 4. Profile wrapped samples with PVC film, 12" long
- 5. Glass and glazing, twelve (12) inches square, including a section of outside corner.
- 6. Countertop, 12" x12".
- 7. Vinyl base, 12" long.

- 8. Painted steel element, 12" long.
- 9. Hardware as indicated on the attached drawings.
- 10. PVC membrane, 6" X 6".
- 11. Wire guard, 6" long.

I-3. PURCHASE ORDERS

The PLCB shall issue purchase orders against this contract for individual stores. The purchase order will confirm quantities of each fixture ordered, delivery location, and delivery deadline(s).

The PLCB reserves the right to negotiate pricing with the contractor in cases where fixtures may need to be modified due to the requirements of a certain store location (height limitations, column locations, etc.)

The PLCB anticipates four to five store openings per year; however this number is not guaranteed and may increase or decrease.

I-4. QUALITY STANDARDS

- A. The quality standards of the Architectural Woodwork Institute, "Quality Standards Illustrated," latest edition, shall apply to all workmanship for architectural woodwork and by reference are made a part of this specification. All work shall conform to "Premium" grade requirements of the AWI "Quality Standards Illustrated," unless otherwise modified herein.
- B. In the event of a dispute as to the quality grade (or grades), the Contractor shall call upon the Architectural Woodwork Institute for an inspection under AWI's Quality Certification Program which shall include a QCP Inspection and Report. The Contractor agrees to abide by the decision of this Report. The cost of said inspection and report shall be borne by the Contractor.
- C. Employ only tradesmen experienced in the fabrication and installation of architectural woodwork.
- D. Millwork manufacturer must be an accredited Quality Certified Premium manufacturer by the AWI.

I-5. PRODUCT HANDLING

- A. All materials and finished work shall be protected from damage from time of shipment from shop to final acceptance of work. Cover, ventilate, and protect finished work from damage caused by weather, moisture, heat, staining, dirt, abrasions, any other causes which may adversely affect appearance of use, or which may cause deterioration of finish, warping, distortion, twisting, opening of joints and seams, delamination, loosening, etc.
- B. Keep store fixtures under cover both in transit and at the premises. Coordinate delivery with the PLCB Contact Person. Protect such work to avoid damage in transit; use all such methods to provide the proper protection.
- C. Deliver store fixtures work in a dry stable condition; protect same against injury and dampness.

D. Damaged or defective items or fixtures are subject to rejection and replacement with new by Contractor, at no cost to PLCB.

PART 2 PRODUCTS

II-1. BASIC REQUIREMENTS

- A. Wood Moisture Content: Provide kiln-dried (KD) lumber with an average moisture content range of six (6) to eleven (11) percent for interior work. Maintain temperature and relative humidity during fabrication, storage and finishing operations so that moisture content values for woodwork at time of receipt do not exceed seven (7) percent.
- B. Compatibility of Grain and Color: PLCB Contact Person reserves the right to select materials for best compatibility between visually related members and veneers.
- C. Machine and sand woodwork to comply with requirements of Standards for specified grade.
- D. Fabricate store fixtures to dimensions, profiles and details as reengineered and shown on approved shop drawings. Route or groove back of flat trim members, kerf backs of other wide flat members except plywood or veneered members.
- E. Miter joints by joining, splining and gluing to comply with requirements for the specified grade.
- F. Inspect each piece of lumber and plywood or each unit of woodwork after drying; do not use twisted, warped, bowed or otherwise damaged or defective wood.

II-2. GENERAL - MATERIALS

Any changes to the following general material requirements shall be approved by the PLCB prior to manufacture. Drawings are attached.

- A. Softwood lumber shall conform to the requirements of the latest edition of American Lumber Standards Simplified Practice Recommendation R-16. Grades shall conform to the grading rules of the Association having jurisdiction, and shall bear the official grade and trademark of the Inspection Bureau of the Association and a mark of mill identification.
- B. Framing and Rough Lumber: No. 1 KD grade Southern Pine or Dense Construction grade Douglas Fir, having extreme fiber in bending stress of at least 1700 psi, surfaced four sides (S4S). Provide fire retardant treatment meeting requirements of code.
- C. Grounds, Blocking, Nailers, and Furring: Southern Pine, Douglas Fir or Sitka Spruce, grade to suit particular purpose and to be straight, square edged, straight grained, surfaced four sides (S4S), and which will retain nails and screws without splitting. Provide fire retardant treatment.
- D. Cores: AWI Section 200, medium density fiberboard core, unless otherwise specified by Sierra Pines, Duraflake or approved equal.

II-3. PLASTIC LAMINATE

A. Face Sheets: NEMA Publication LD3, Grade GP50, Type I, 0.05" thick, such as manufactured by Formica, Nevamar, or Wilson-Art. Color, pattern and finish as indicated on drawings.

- B. Backing Sheets: Non-decorative, high pressure plastic laminate, NEMA LD3, Grade BK20, 0.02" thick.
- C. Edges: Finish with plastic laminate to match face and applied before face sheets are applied, unless otherwise shown or specified.

II-4. VEN4MA

- A. A decorative and protective film surface 12 to 16 mil thick that is factory applied with adhesive under heat and pressure to an acrylic/PVC alloy sheet that is .040 thick Ven4maFR only.
- B. All products have been tested to ASDTM E-84 and qualify as Class 1. The flame spread index is less than 25 and the smoke development is less than 450.
- C. Thermofoil film: a two ply rigid PVC film that has been printed with a decorative pattern. The composite includes an abrasion resistant topcoat and an adhesion promoting primer.

II-5. PROFILE WRAPPED MATERIAL

A. 12 to 16 mil PVC film laminated to a medium density fiber (MDF) substrate using PUR adhesives.

II-6. METAL

- A. Steel
 - 1. Structural Steel Shapes and Plates: ASTM A36.
 - 2. Hot-Rolled Carbon Steel Sheets: Commercial quality, ASTM A569, must be used for concealed parts only.
 - 3. Finish
 - a. Powder-Coat Finish: Prepare, treat, and coat nongalvanized ferrous metal to comply with resin manufacturer's written instructions and as follows:
 - i. Prepare uncoated ferrous-metal surfaces to comply with SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
 - ii. Treat prepared metal with iron-phosphate pretreatment, rinse, and seal surfaces.
 - iii. Apply thermosetting polyester or acrylic urethane powder coating with cured-film thickness not less than 1.5 mils.
 - iv. Color: As indicated on drawings.

II-7. GLASS AND ACRYLICS

- A. Frosted wire glass: Glass shall be tempered per ASTM C1048.
- B. Acrylic: ASTM D 4802, thermoformable, cast or continuous-cast acrylic (methacrylate), Category C-1 or C-2, with Finish etched and mirrored unless otherwise indicated.

II-8. VINYL BASE

A. Provide four (4) inches high, 1/8" thick, continuous vinyl, top set cove and noncove base with pre-formed internal and external corner pieces, color as indicated on drawings. Base shall conform to ASTM F 1861, Type TV, Group 1 as manufactured by Johnsonite Burke Mercer, Marley Flexco, Armstrong, or approved equal.

II-9. MISCELLANEOUS PRODUCTS

A. Fasteners

- 1. Wood Screws: FS FF-S-111, type, size, material and finish as required for the condition of use.
- 2. Nails: FS FF-N-105, type, size, material and finish as required for the condition of use
- 3. Anchors: Type, size, material and finish as required for the condition of use.

B. Adhesives

- 1. For Laminating Plastic Laminate Surfaces: Melamine, phenol-resin, or resorcinol-resin complying with FS MMM-A-181; type, grade and best suited for the purpose.
- 2. For All Other Uses: Moisture resistant complying with FS MMM-A125, Type II, or MMM-A-188, Type I II or III.

II-10. SPECIALTY COUNTERTOPS

A. Provide by ASI or approved equal.

II-11. CABINETS WITH PLASTIC LAMINATE FINISH

A. General

- 1. Fabricate all cabinetry and millwork to the "Premium Grade" standards of the AWI, Section 400.
- 2. Face construction of cabinets shall be "Flush Overlay".
- 3. Provide 3/4" thick doors, drawer fronts and fixed panels (including thickness of plastic) except where required to be thicker by Standards; and provide flush units.
- 4. Provide dust panels of 1/4" thick plywood or tempered hardboard above compartments and drawers, except where located directly below counter tops.
- 5. Exposed Edges: Plastic laminate matching exposed panel surfaces. Ease exposed edge of overlap sheet.

B. Plastic Laminate

1. Plastic Laminate for Horizontal Surfaces: 0.050" thick, general purpose type (high pressure).

- 2. Plastic Laminate for External Vertical Surfaces: 0.028" thick, general purpose type (high pressure).
- 3. Plastic Laminate for Post Forming: 0.042" thick, post forming (high pressure).
- 4. Plastic Laminate for Cabinet Linings: 0.020" thick, cabinet liner (high pressure).
- 5. Plastic Laminate for Concealed Panel Backing: 0.020" thick, backer type (high pressure).
- 6. Plastic Laminate Colors and Patterns: As selected by the PLCB Contact Person from manufacturer's standard satin finish products. Acceptable manufacturers: Wilson-Art, Nevamar or Formica as indicated on the attached drawings.
- C. Shop Assembly: All work shall be shop assembled. Work that is larger than six feet (6') by six feet (6') shall be fabricated in attachable sections with provisions for reconnection in the space.
- D. Material Thicknesses: See drawings for general materials thicknesses. Minimum thickness of solid lumber for web frames, trim, bases, etc., shall be 3/4".
- E. Minimum thickness of plywood and particleboard shall be 3/4".
- F. Sizes: See drawings for woodwork sizes required.
- G. Manufacturer is responsible for rigidity and structural stability.

II-12. PLASTIC LAMINATE TOPS

- A. Grade: Same as AWI grade required for cabinet work; plastic laminate finish.
- B. Construction
 - 1. Provide back-splash and end-splash, where detailed; top-mounted square butt joint, fully covered with matching plastic laminate, eased edges.
 - 2. Exposed Counter Edges: Plastic laminate matching surface, except as otherwise indicated. Ease exposed edges of overlap sheet.
 - 3. Cut openings for equipment to be installed as indicated on drawings. Comply with equipment manufacturer's requirements, but provide internal corners of 1/8" minimum radius. Smooth saw cut and ease edges.

II-13. VEN4MA TOPS

- A. To be of the same grade and construction required for cabinet work as in II-12 in accordance with AWI standards.
- B. Ven4ma to be .040 thick laminated with polyurethane adhesives to substrate.

II-14. STORE FIXTURES AND DISPLAY CASES WITH PLASTIC LAMINATE FINISH

- A. Construction: Details of cabinet and wood work construction shall conform to design as detailed on the drawings and shall be constructed in accordance with AWI Section 400, Premium Grade.
- B. Finishing: All work shall be factory finished. All steel or other metal components shall be deburred, thoroughly cleaned and degreased prior to finishing. Requirements for surface preparation shall be in accordance with AWI Standards specified. Surfaces shall be finished as follows:
 - 1. Backing Veneer: Provide backing veneer, of same thickness and strength as face veneer for balanced construction, where plywood surface not exposed, not semi-exposed, or not to be finished. Note that interior surface of cabinets are to be finished.
- C. Edge Banding: All visible edges of case and body members fabricated from plywood shall be banded. Band to match face laminate and must be 2 mm color thru.

II-15. HARDWARE

A. Hardware: Provide store fixture hardware as per the attached drawings, such as draw pulls, sinks, hinges etc.

II-16. FABRICATION - GENERAL

- A. Provide framing for store fixtures and display cases, complete with all bracing and fastening devices as required for a rigid installation, and as required to sustain the imposed loads, as indicated on the attached drawings.
- B. Do all fabrication from attached drawings with provision for scribing as required to meet built-in conditions.
- C. Fabricate units in largest practicable sections. Assemble in the shop for trial fit and disassemble for shipment. Provide detailed assembly instructions and concealed fasteners for reassembly at the store site.
- D. Reinforcing shown is minimum. Provide additional reinforcing as required to ensure a rigid assembly. Exposed surfaces shall be free from dents, tool marks, warpage, buckle, glue and open joints, or other defects affecting serviceability or appearance. Accurately fit all joints, corners and miters. Conceal all fasteners. Make threaded connections up tight so that threads are entirely concealed.
- E. Factory finish all items where possible. Final touch-up, cleaning and polishing will be completed by PLCB personnel after installation. Contractor shall provide small quantities of paint, stains, and other finishing material for touch up after installation.
- F. All finished edges to be miter folded so as to provide a seamless corner.
- G. Comply with AWI Section 1500, Premium Grade for sanding, filling countersunk fasteners, back priming and similar preparations for the finishing of architectural woodwork, as applicable to each unit of work.

II-17. FABRICATION - SPECIFIC ITEMS

A. Casework

- 1. Provide casework in accordance with AWI Section 400, Premium Grade.
- 2. Include all preparations for built in items in store fixtures and display cases as indicated on shop drawings.
- 3. Provide hardware as shown.
- 4. Provide laminates for exposed surfaces as specified herein before.
- 5. Hollow core doors will not be permitted.
- 6. Provide matching veneers for edge treatments of case body members where transparent finishes are indicated or specified.
- 7. Provide drawers with slides as specified. Drawers shall not rest on web body frames.

PART 3 DELIVERY & INSPECTION

III-1. DELIVERY

- A. Coordinate delivery location and timing with the PLCB Contact Person or designated representative.
- B. Upon delivery, the PLCB Contact Person or designated representative will visually inspect and test each item for defects. This will include examining all hardware to ensure that it is in working order, fitting all keys in their respective locks, checking drawers, finishes, etc. All keys will be tagged and delivered to the PLCB upon acceptance.

III-2. STORE FIXTURES AND DISPLAY CASES

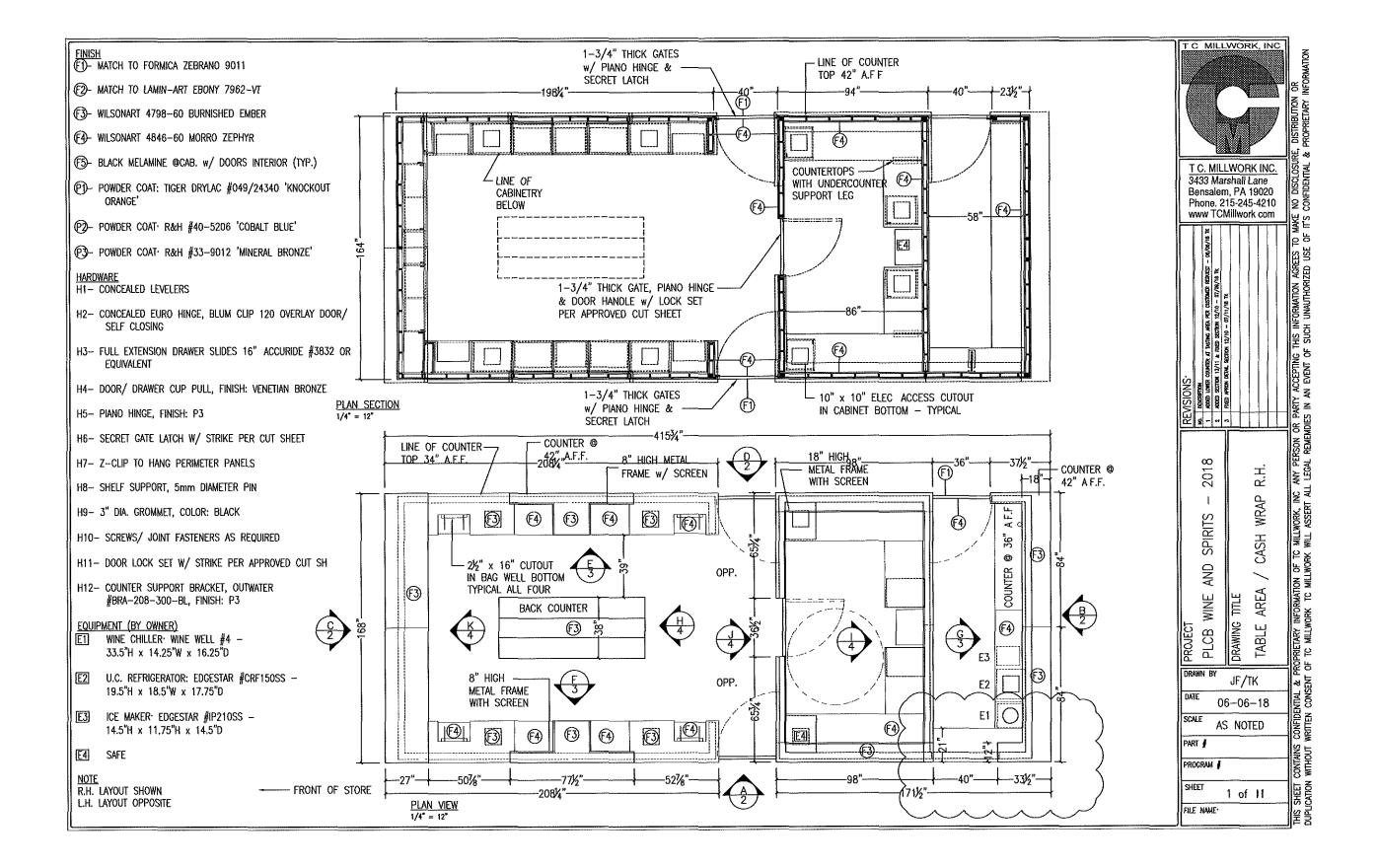
A. General

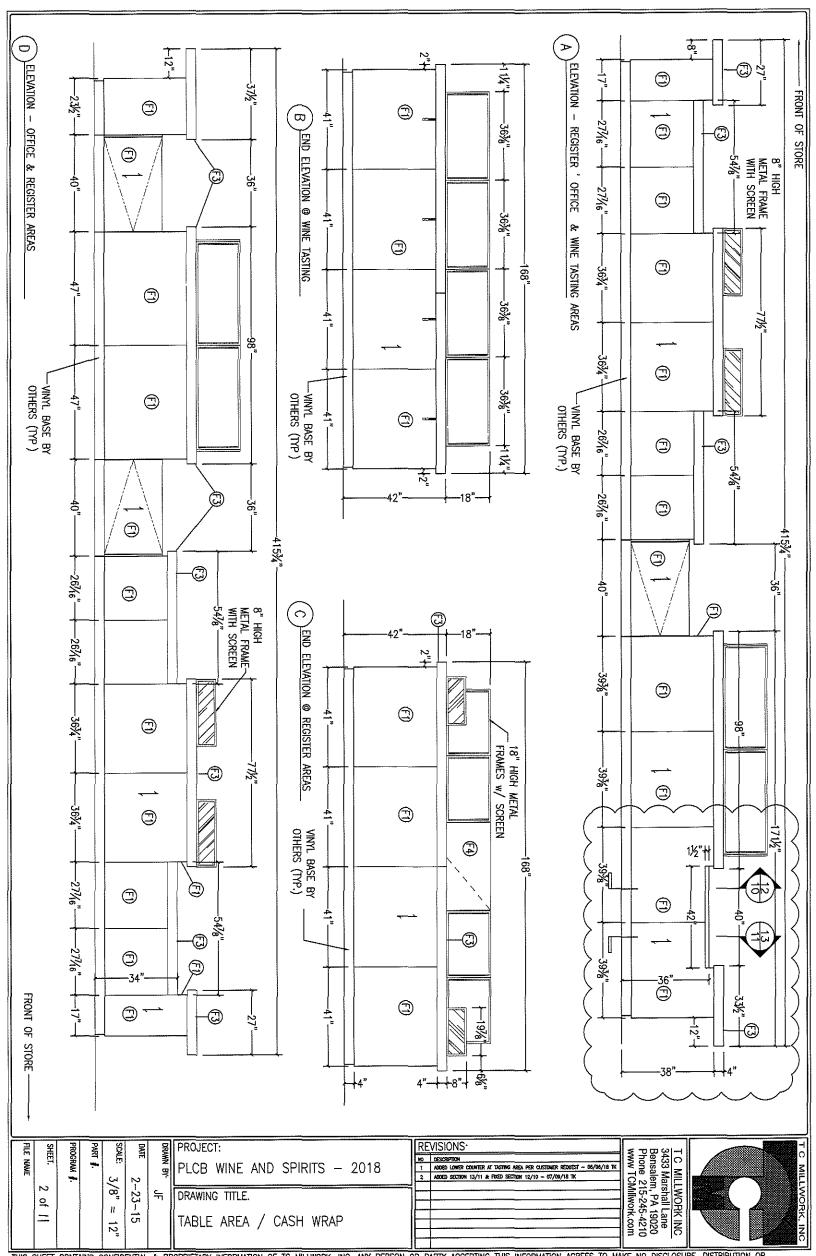
- 1. Materials and workmanship shall conform to the Quality Standards of the Architectural Woodwork Institute specified herein and to the drawings.
- 2. Fabricate store fixtures and display cases completely in the shop, in complete and/or as large units as practical, but no larger than six (6) feet high by six (6) feet wide. Leave only fitting, assembly, installation and a minimum of fabrication and finishing to be done at the building.
- 3. As far as practicable, use concealed fastenings for joining and assembling the work. Where this is impossible, the means of securing shall be placed in inconspicuous places and methods of joining and assembling submitted for PLCB Contact Person's approval prior to fabrication.
- 4. Mill all finish wood accurately to detail, with clean cut moldings, profiles and lines, machined, sanded smooth, housed, jointed, blocked, put together in accordance with these specifications, with provision for swelling and shrinkage, and to assure the work remaining in place without warping, splitting or opening of joints.

- 5. Make all trim in single lengths wherever possible; joints mitered, glued and splined. Continuous members shall have tight flush joints, doweled or splined and glued.
- 6. Make all joints hairline tight, fitted accurately and joined with hardwood splines or dowels, glued together, or by other method approved by PLCB Contact Person. Use screws, not nails, for fastenings.
- 7. Gluing shall, where practicable, be by the hot plate press method and glued surfaces shall be in close contact throughout. Glue stains on finished work will not be permitted.
- 8. Cover surface fastenings, where permitted, with matching wood plugs or wood putty. Finish exposed edges of plywood with matching solid stock. Lock miter external corners; tongue and groove internal corners to allow for contraction and expansion.
- 9. Machine sand with grain, finish with hand sanding, leave exposed surfaces free from machine or tool marks that will show through the finish.

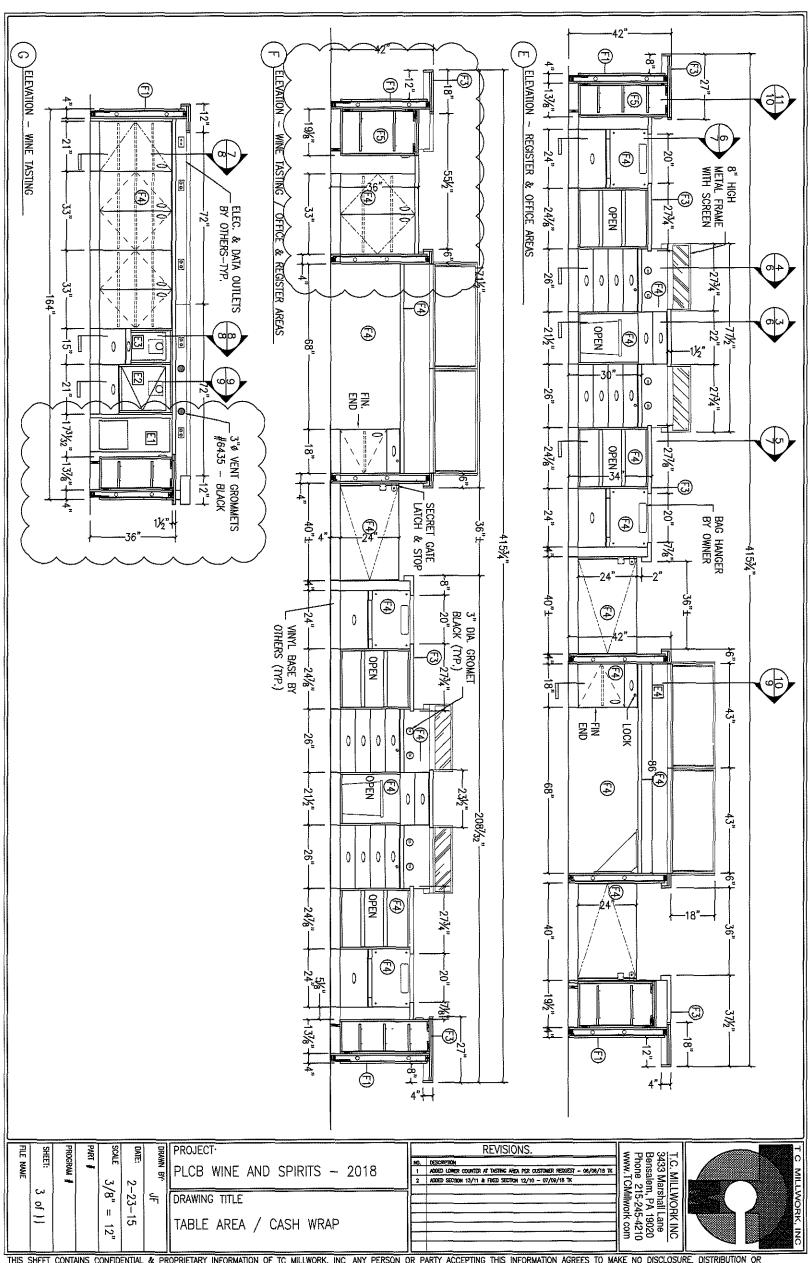
III-3. PAINTING AND FINISHING

A. General: All painting and finishing work of this Section shall be shop applied, unless otherwise noted, as specified below. All painting and finishing shall match approved samples.

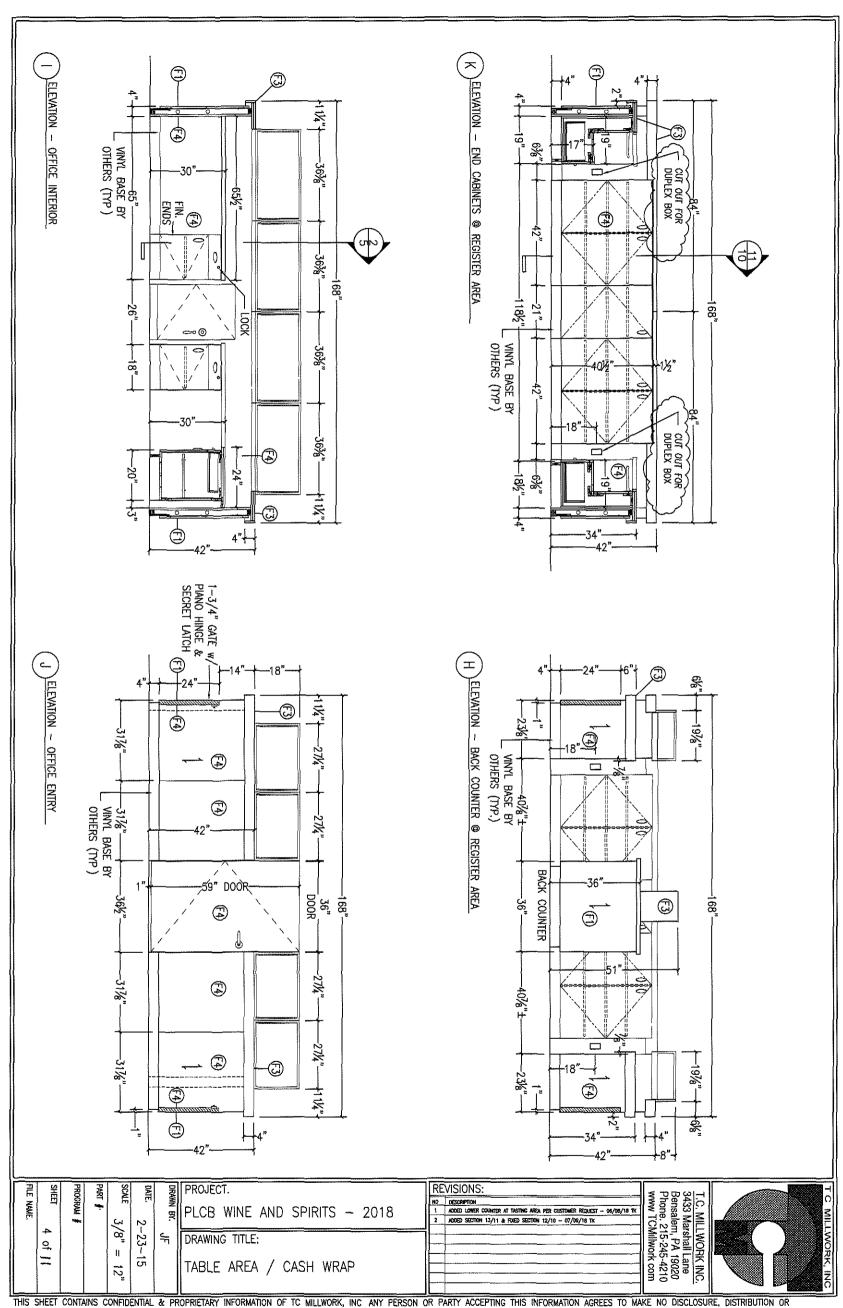




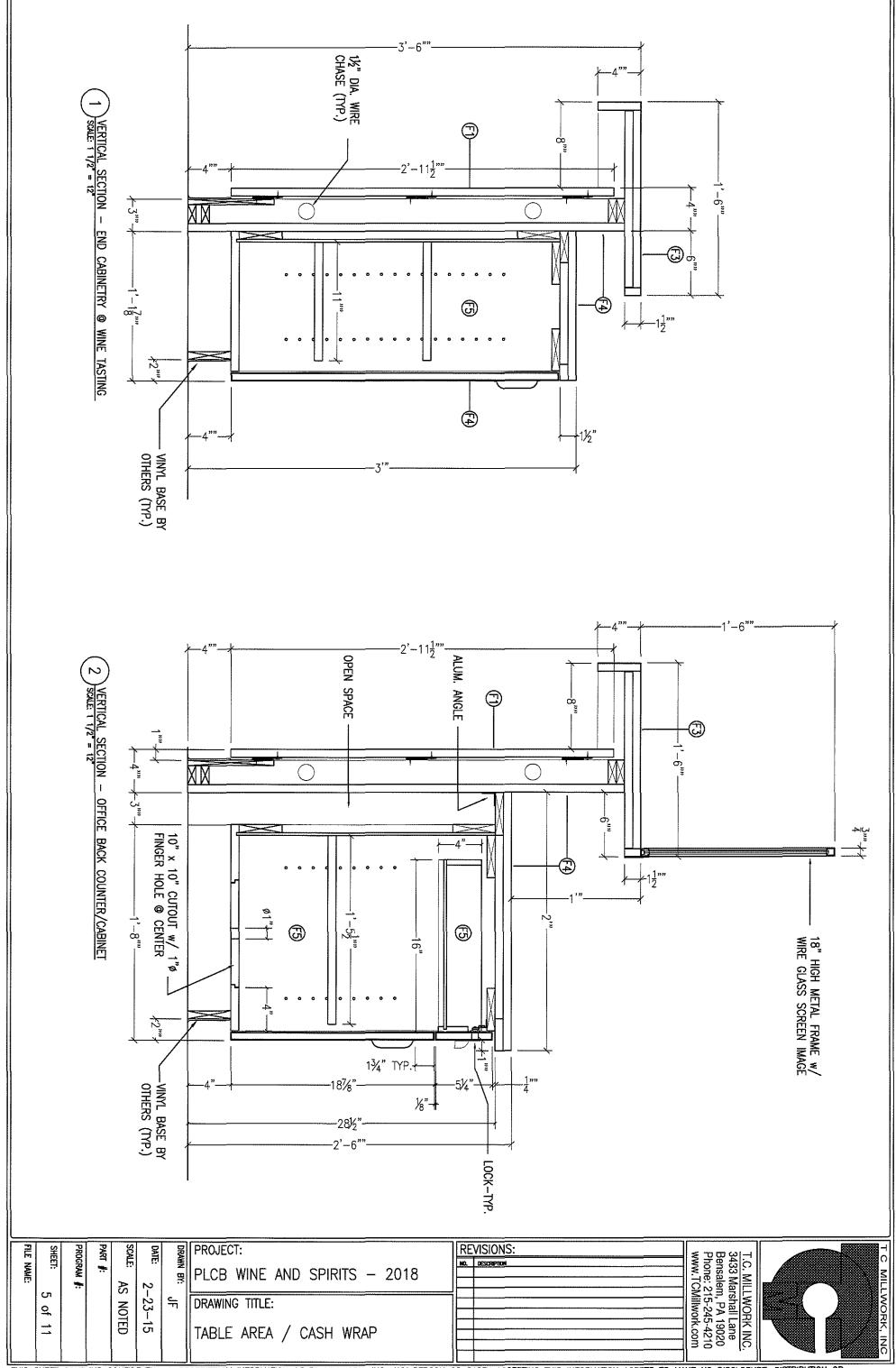
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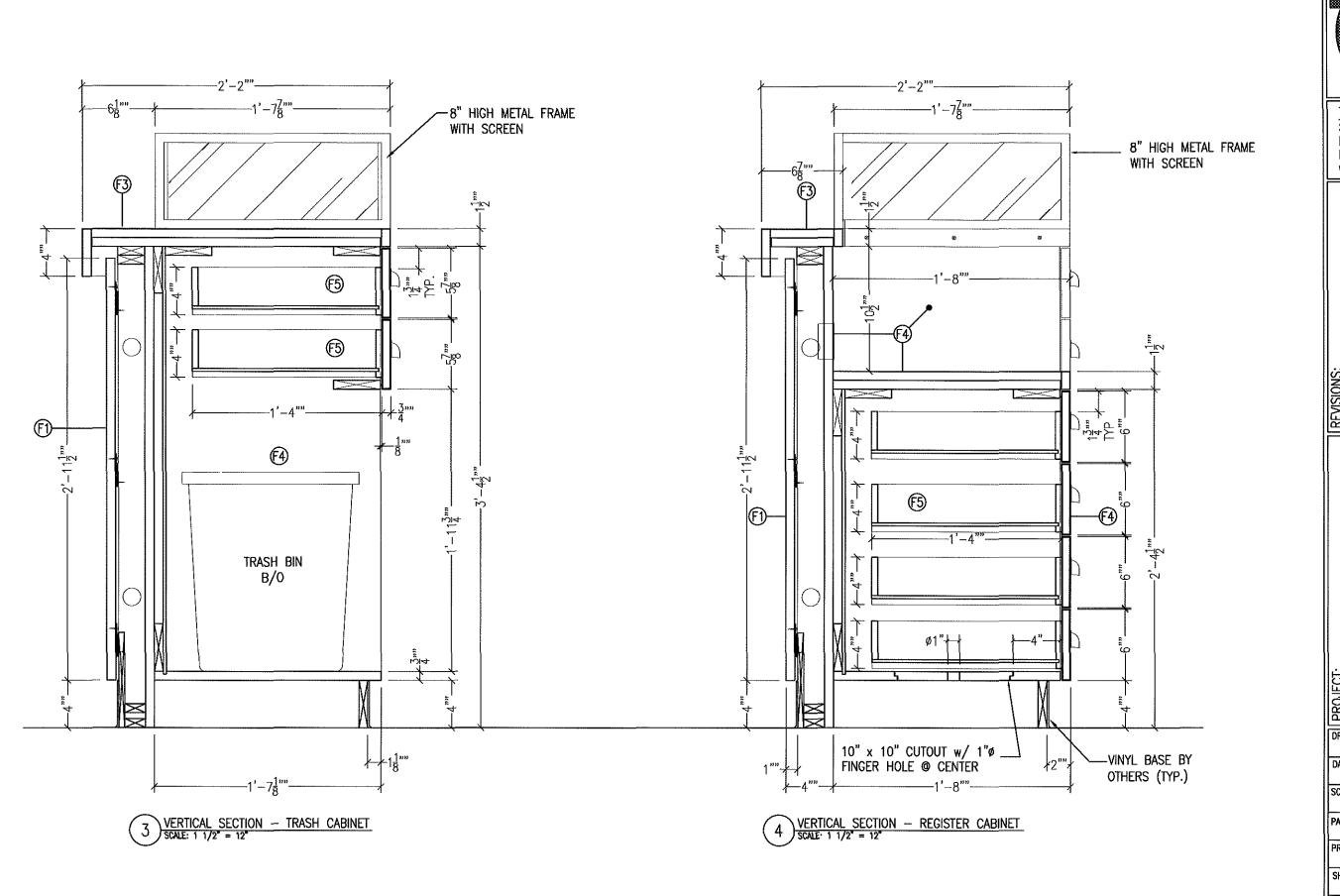


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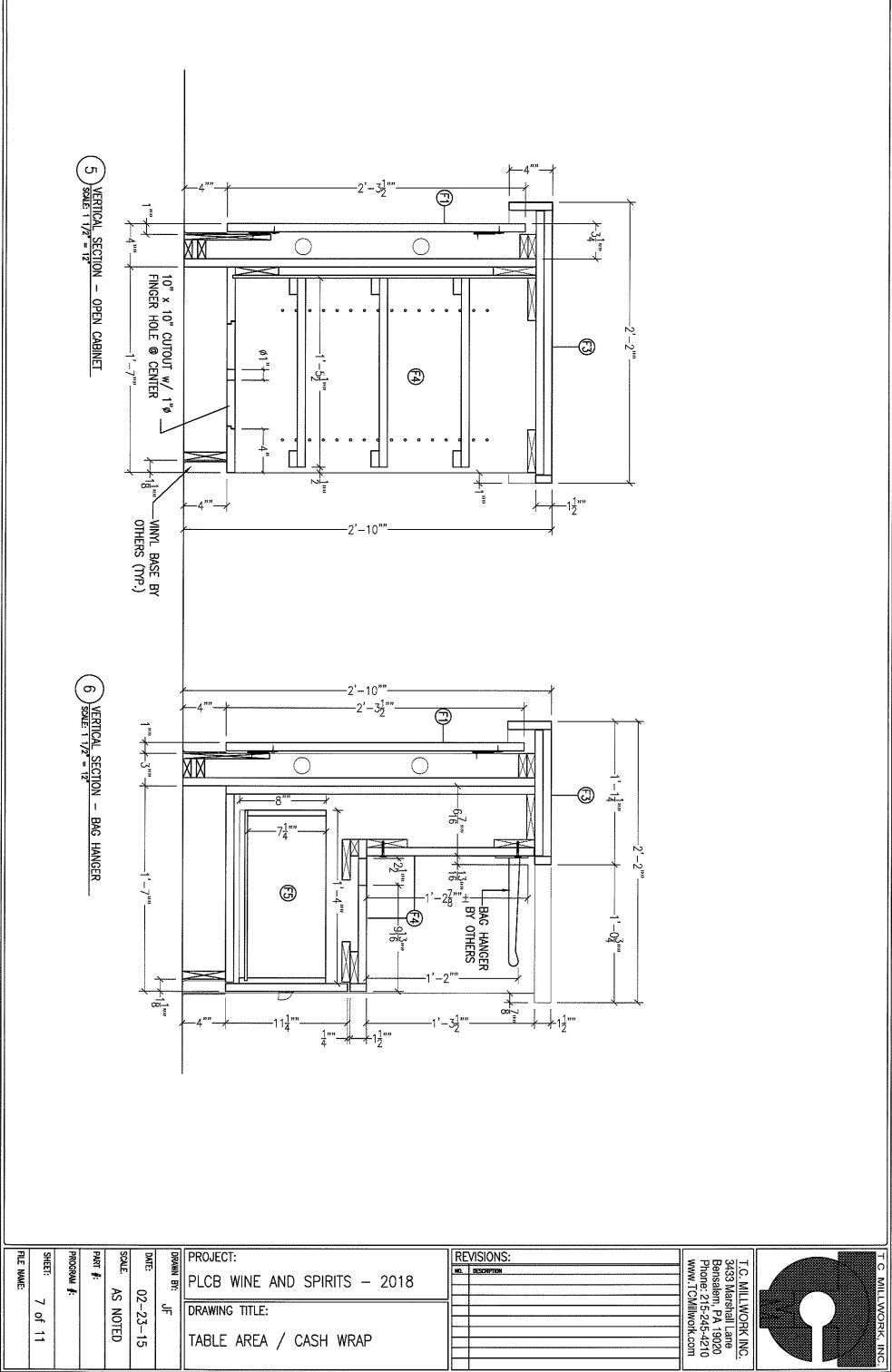
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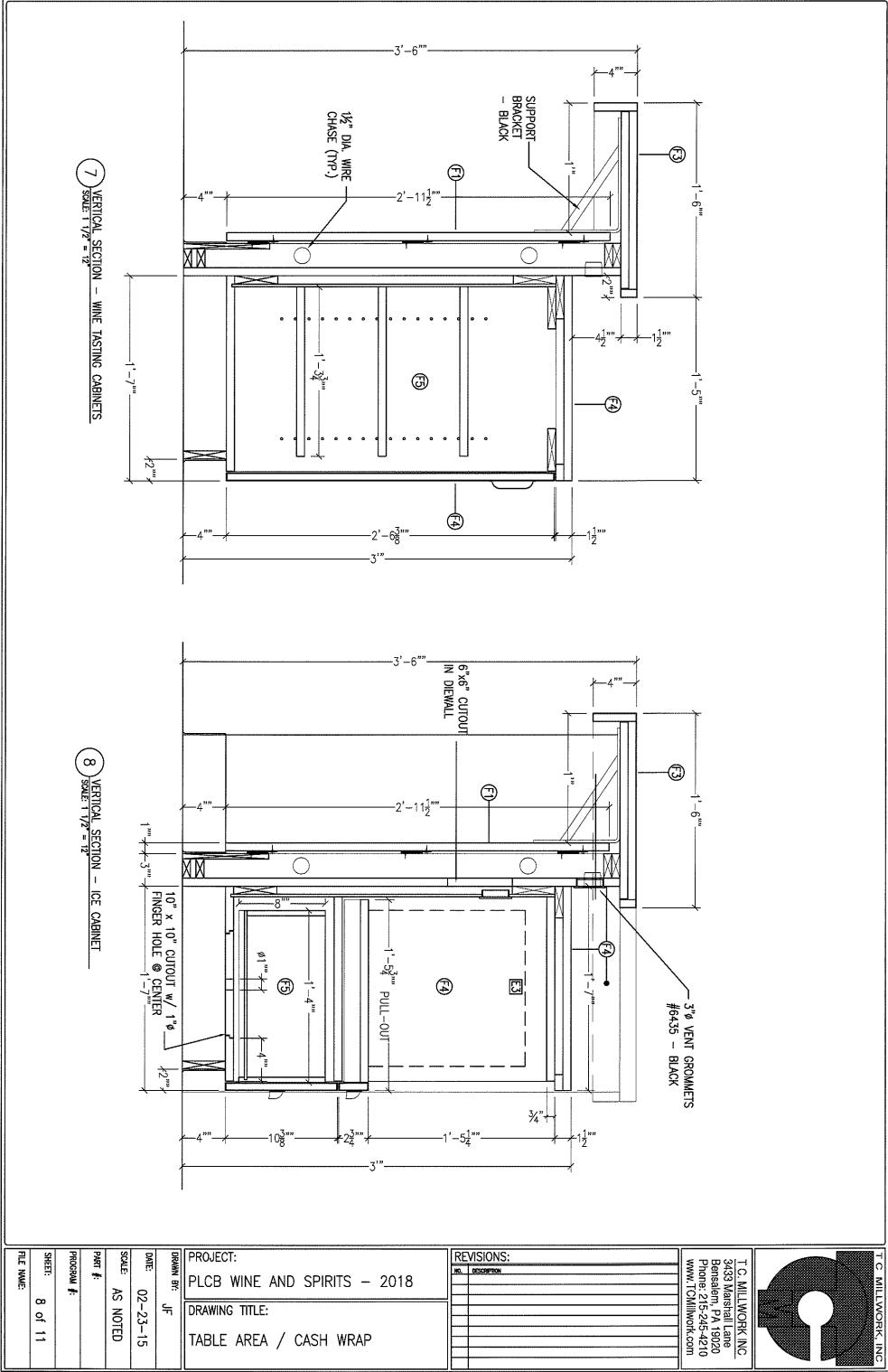
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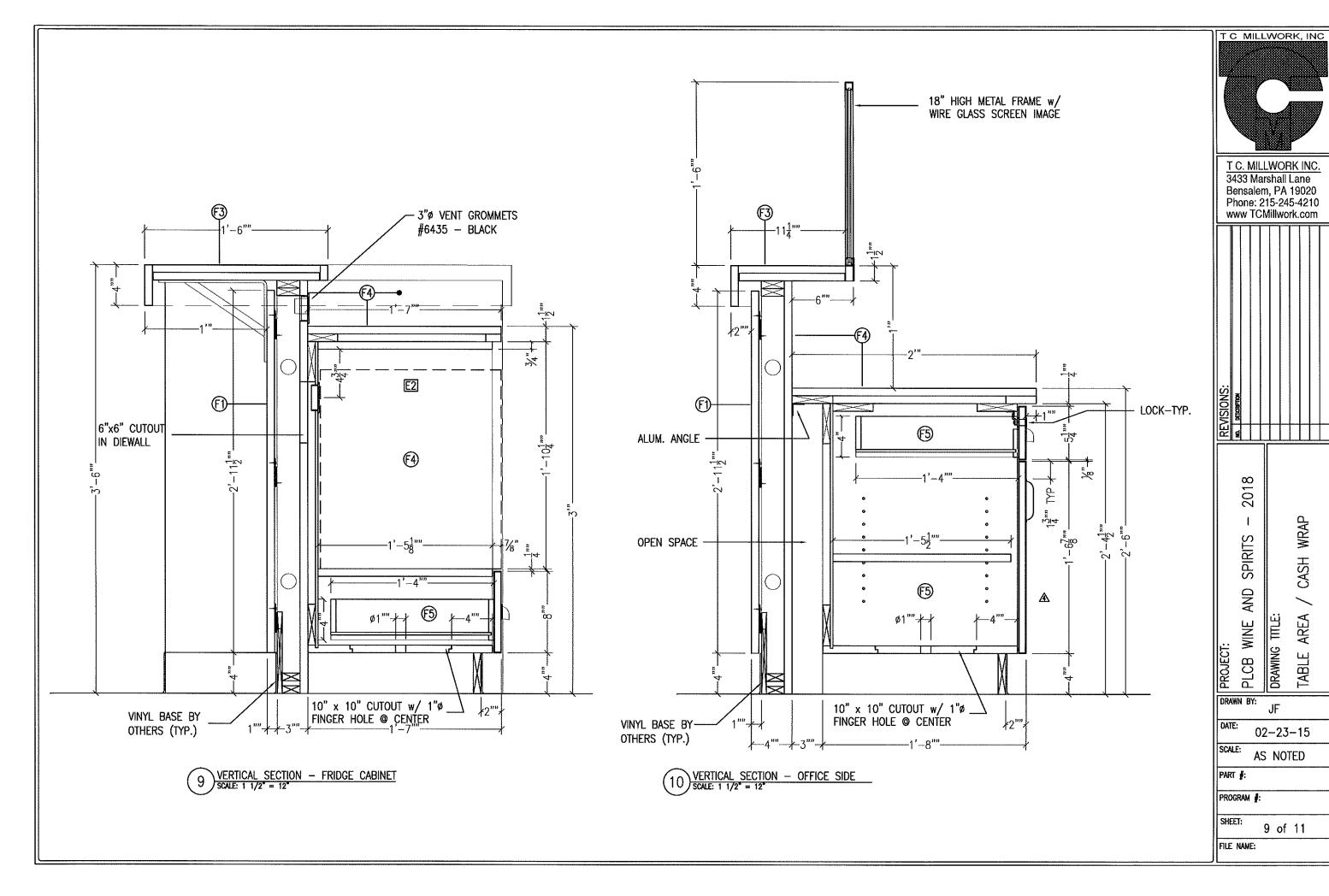
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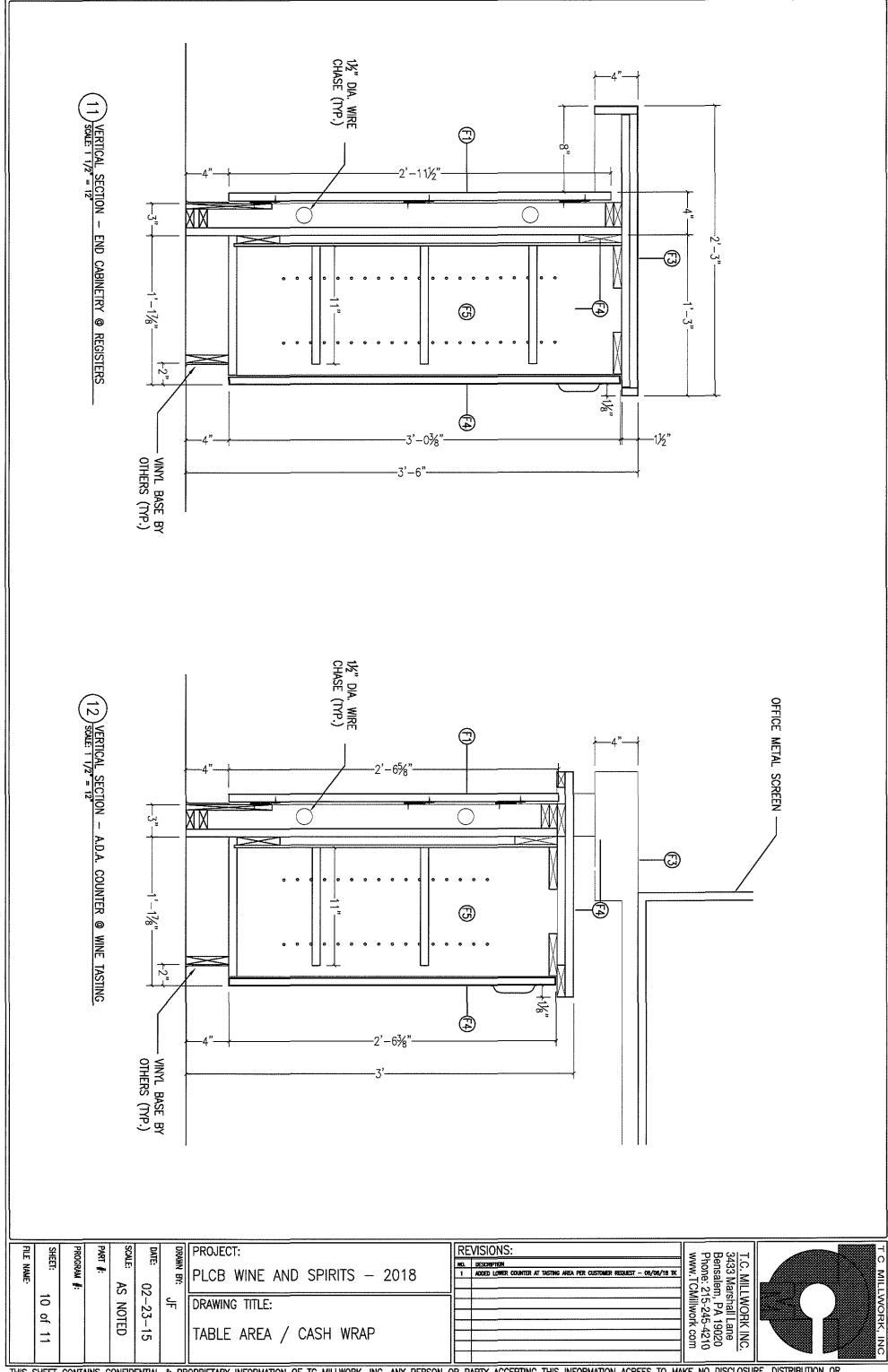
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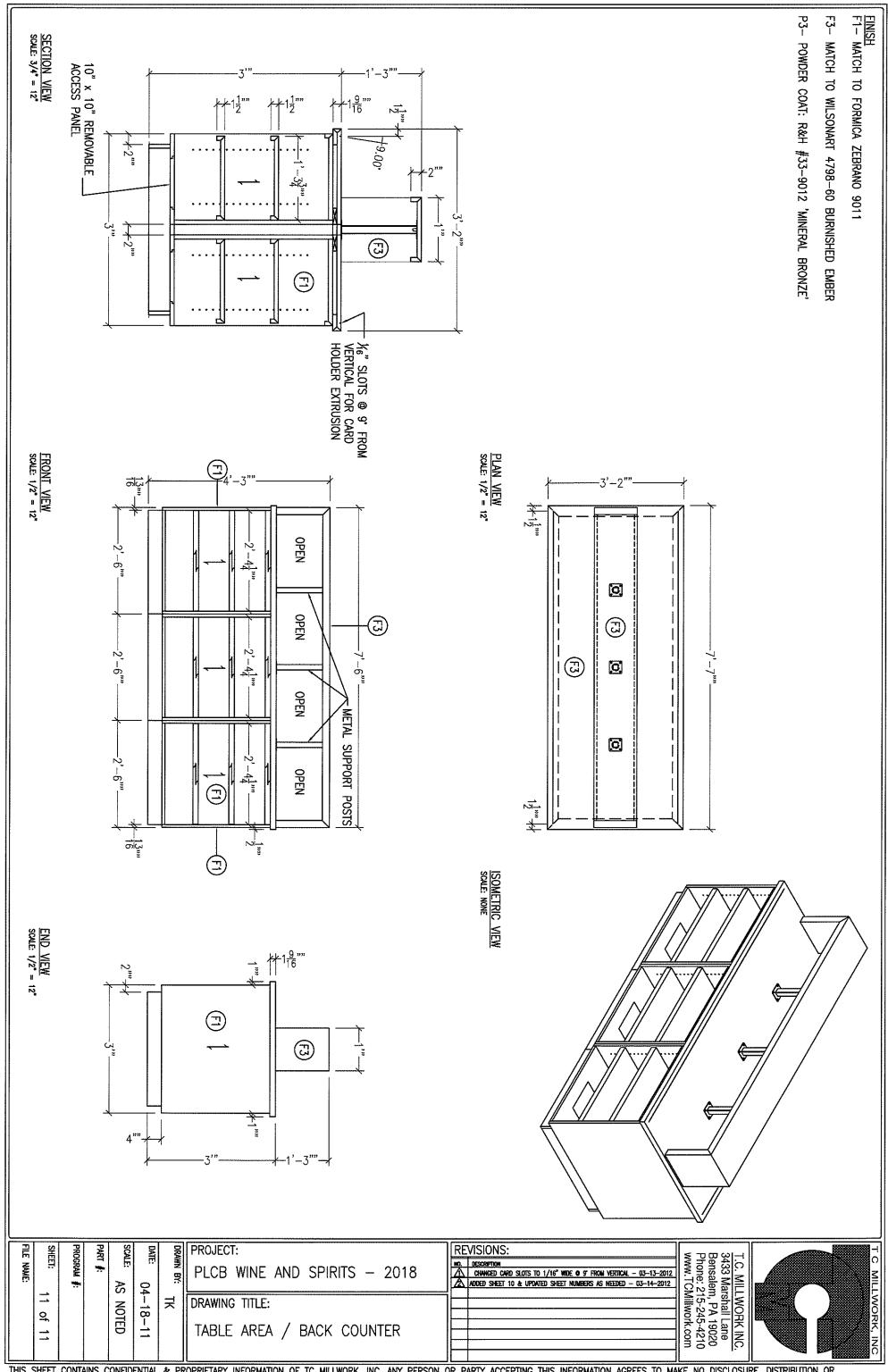






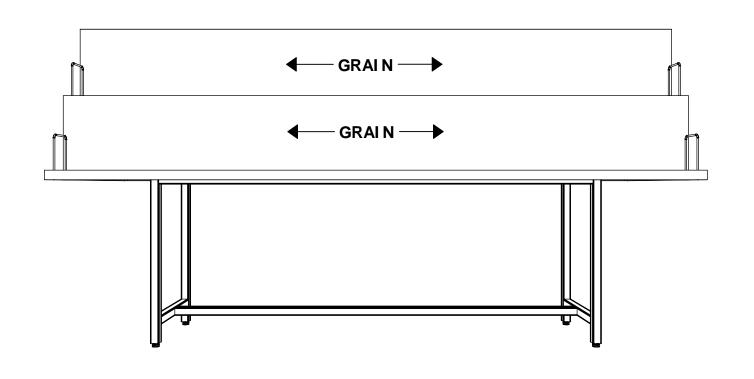
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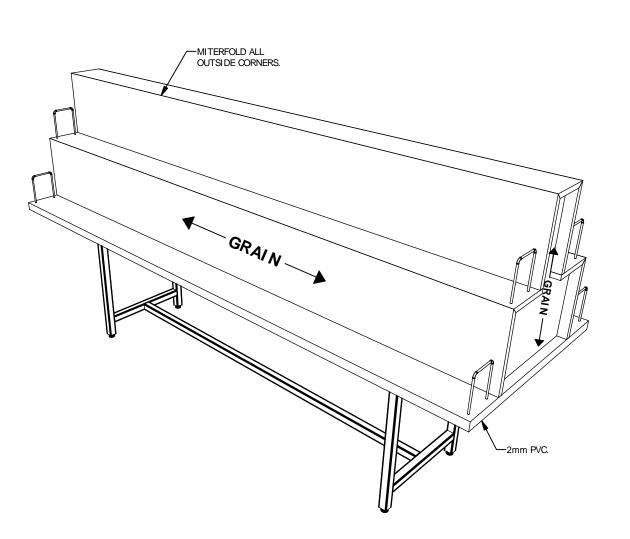




116.11.A6.01.R - 108" LI QUOR DI SPLAY TABLE

FINISH SCHEDULE				
MATERIAL CODE	TAG	DESCRIPTION		
ZEBRANO VEN4MA	F1	SHELFS		
ROHM & HAAS #40-5206 COBALT BLUE	P2	STEEL FRAME		
ROHM & HAAS #33-9012 MINERAL BRONZE	P3	WIRES		

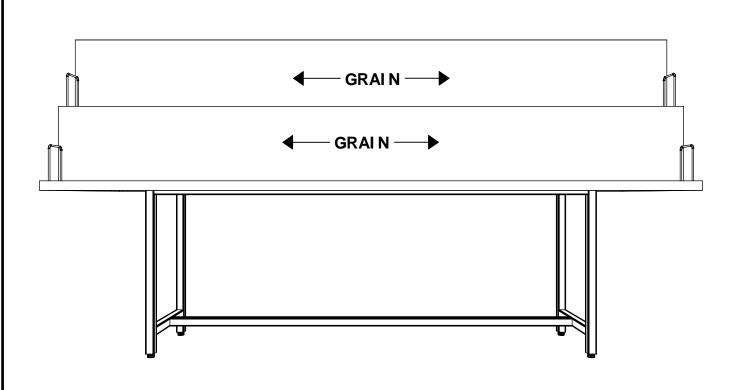


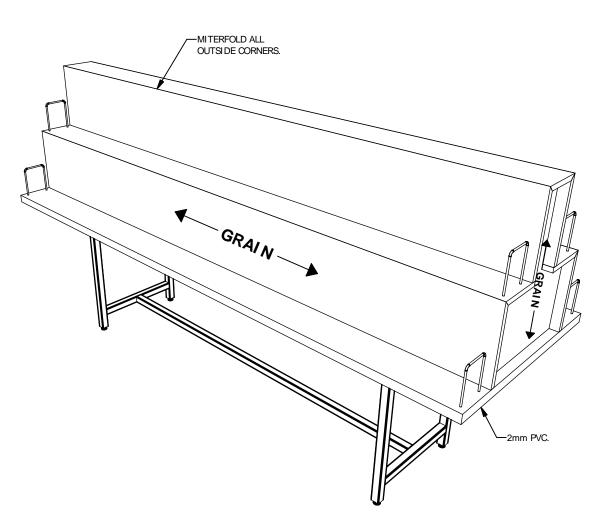


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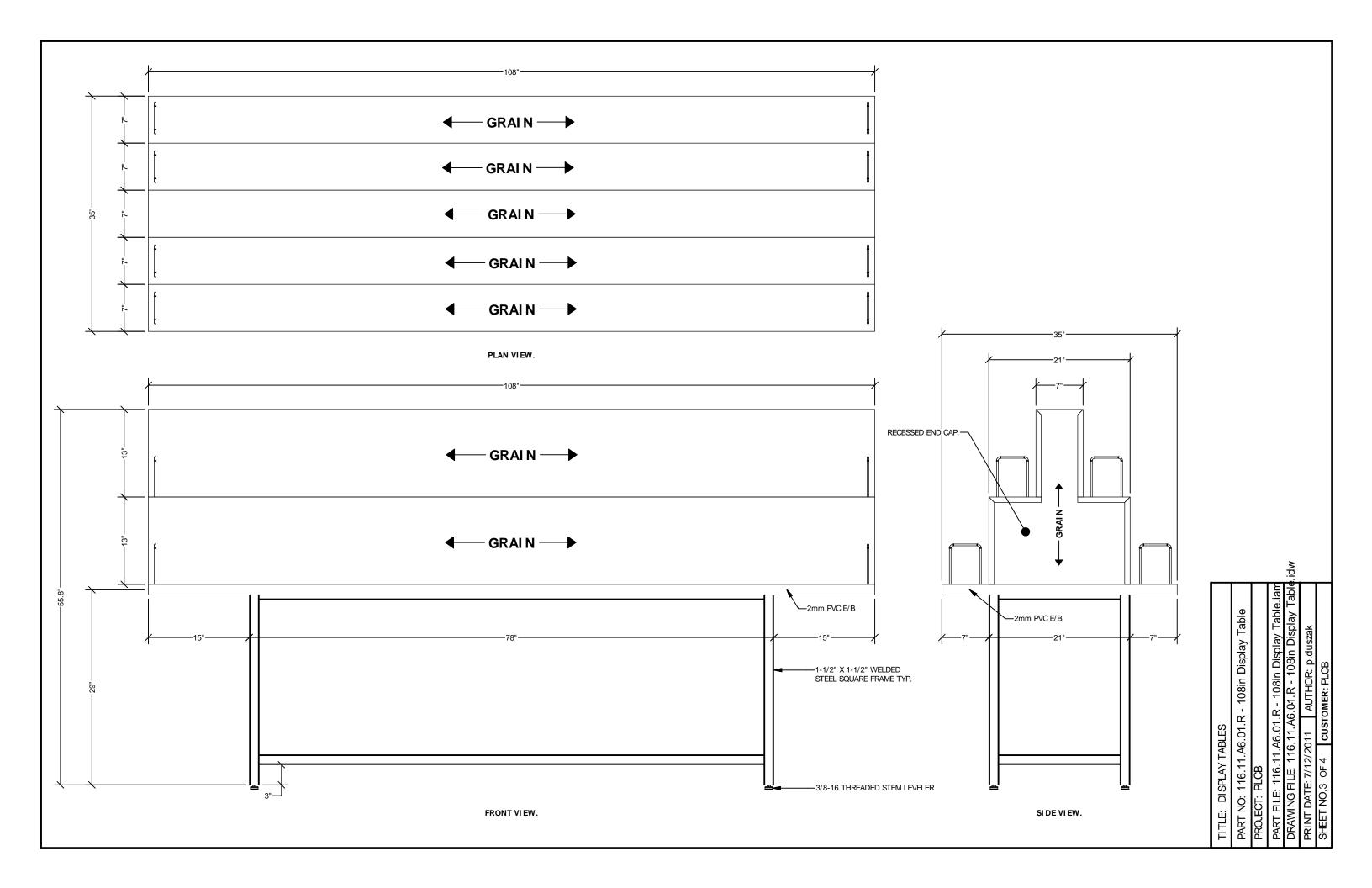
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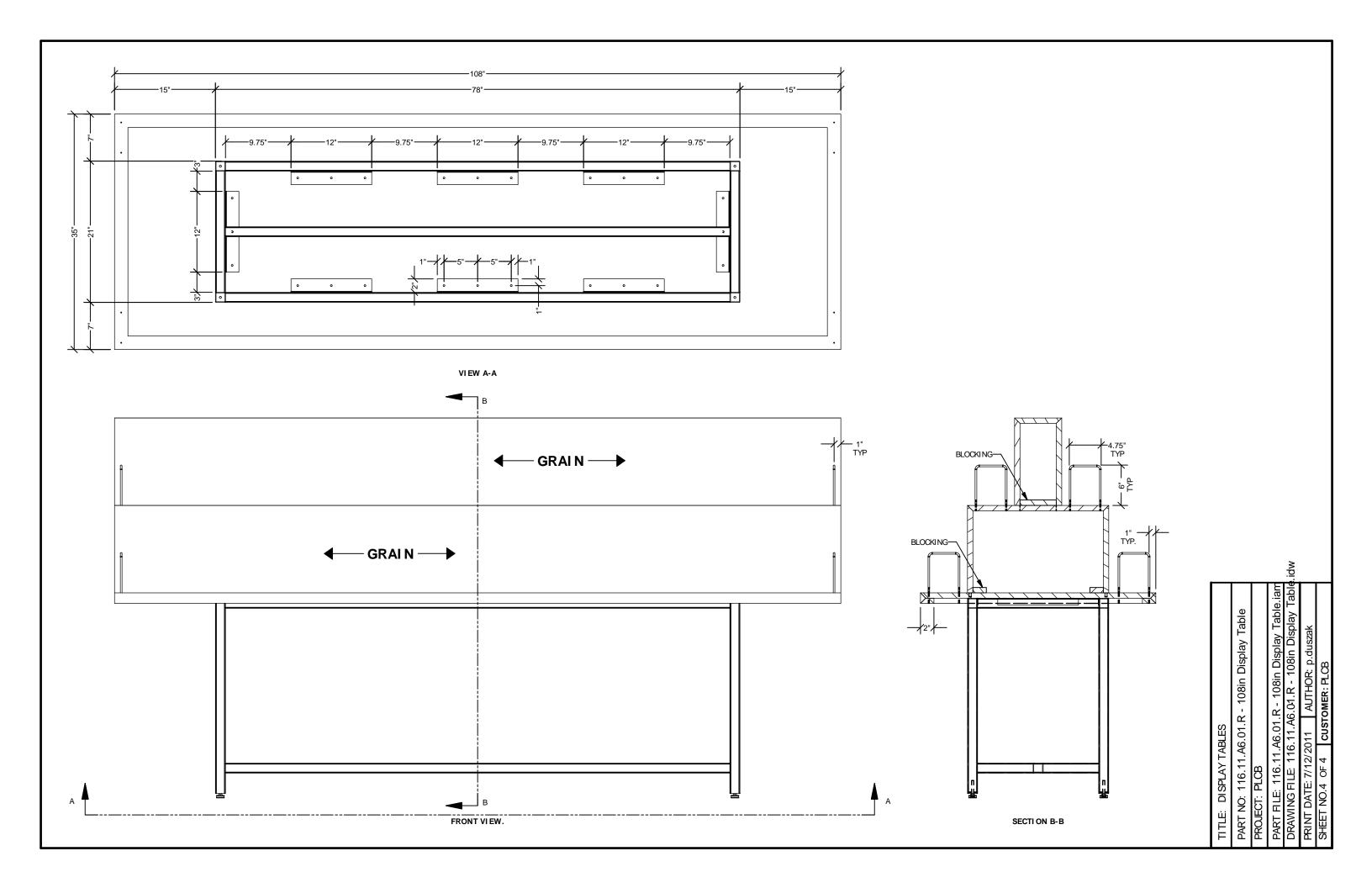
FINISH SCHEDULE				
MATERIA	L CODE	TAG	DESCRIPTION	
ZEBRANO VEN4MA		F1	SHELFS	
TIGER DRYLAC # 049/2434	0 ORANGE	P1	STEEL FRAME	
ROHM & HAAS #33-9012 I	MINERAL BRONZE	P3	WIRES	





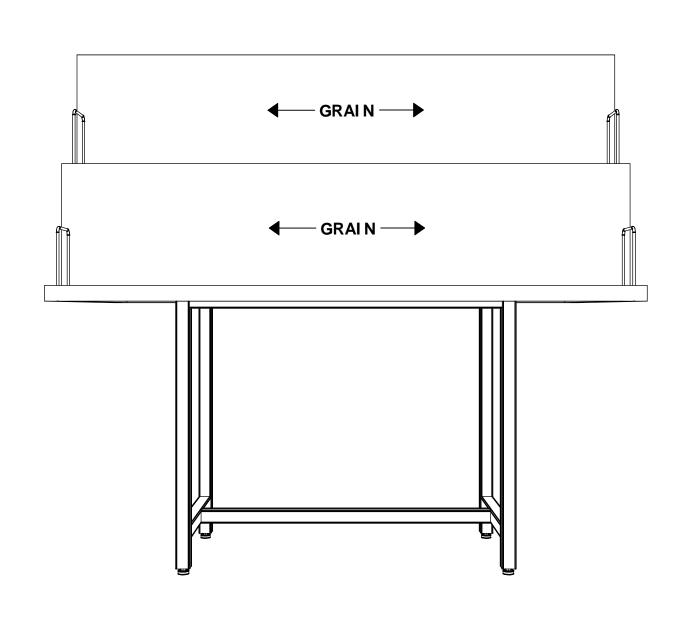
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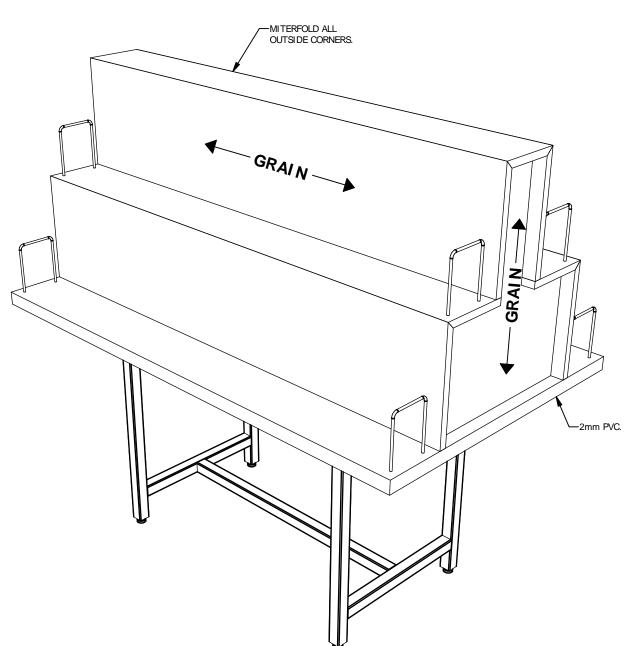




116.11.A6.03.R - 60" LI QUOR DI SPLAY TABLE

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ROHM & HASS # 33-9012 MINERAL BRONZE	P3	STEEL WIRES		

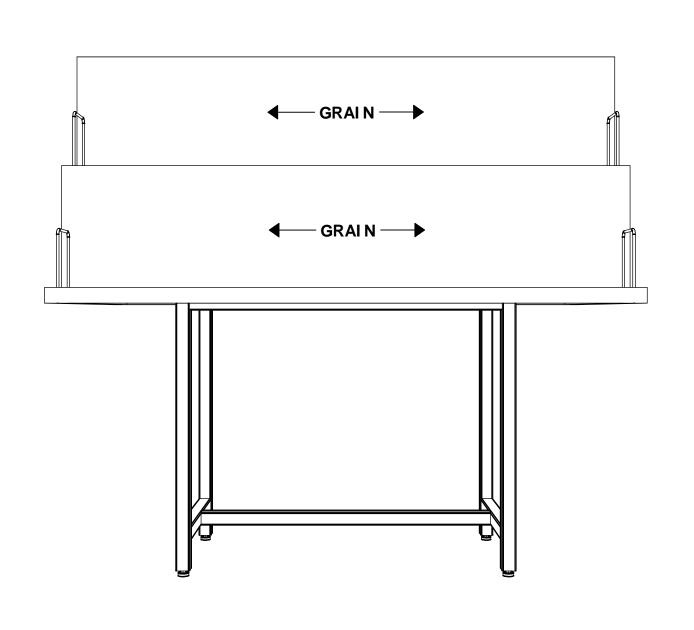


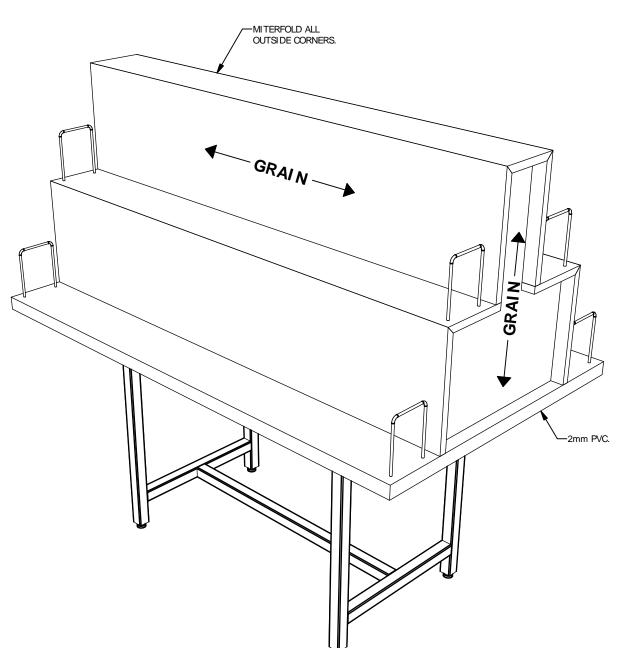


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AY TABLES	PART NO: 116.11.A6.03.R - 60in Display Table	38	PART FILE: 116.11.A6.03.R - 60in Display Table.iam	DRAWING FILE: 116.11.A6.03.R - 60in Display Table. dw	7/12/2011 AUTHOR: p.duszak
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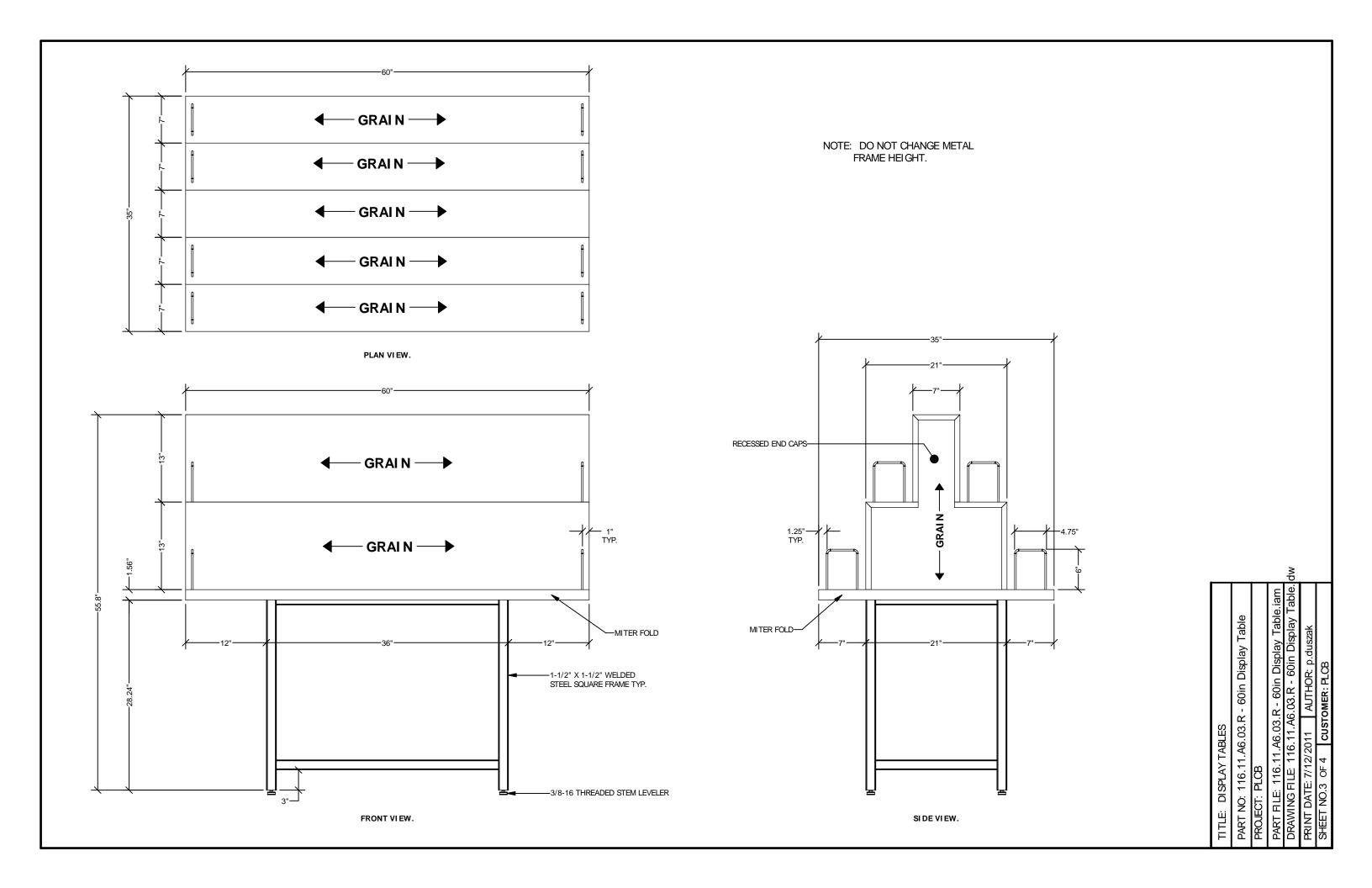
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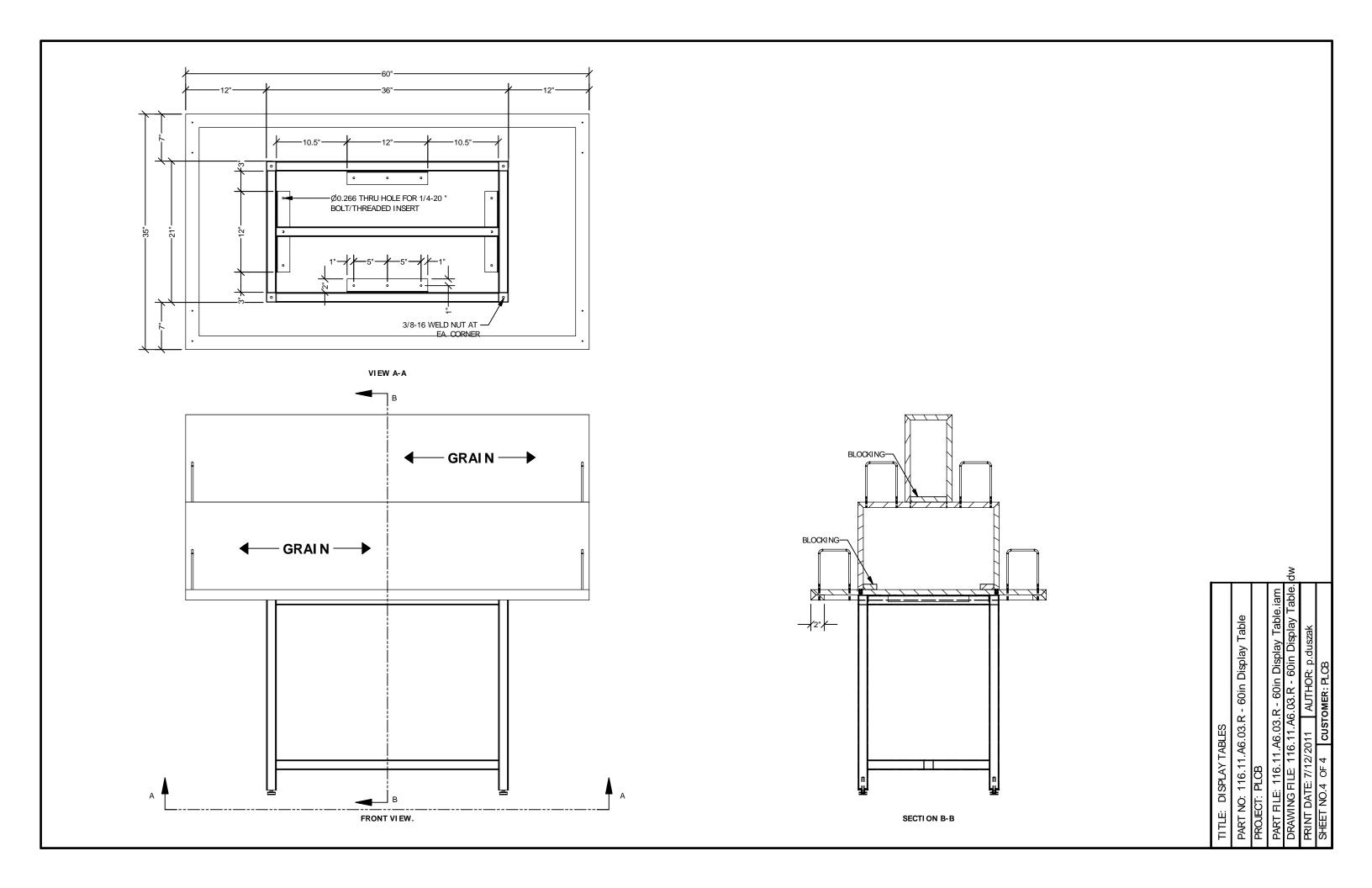
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MATERIAL CODE	TAG	DESCRIPTION		
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TIGER DRYLAC # 049/24340 ORANGE	P1	STEEL FRAME		
ROHM & HASS #33-9012 MINERAL BRONZE	P3	STEEL WIRES		





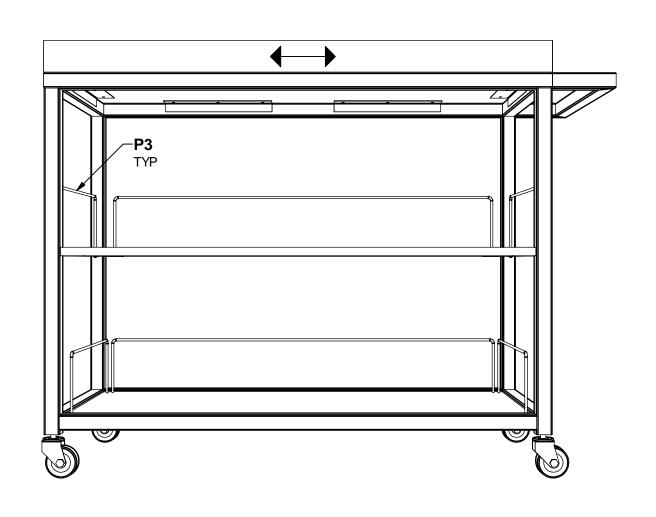
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TITLE: DISPLAY TABLES	PART NO: 116.11.A6.03.R - 60in Display Table	PROJECT: PLCB	PART FILE: 116.11.A6.03	DRAWING FILE: 116.11.A	PRINT DATE: 7/12/2011

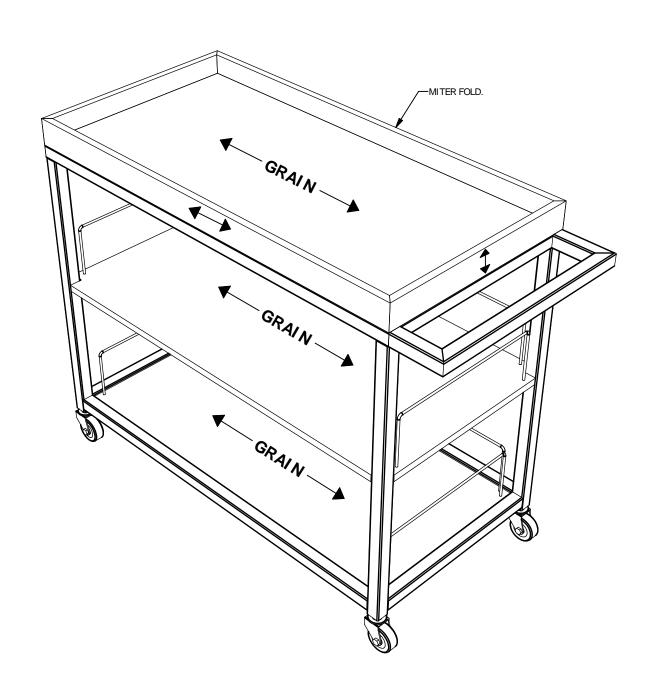




116.11.A6.05 - LI QUOR DI SPLAY CART

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ROHM & HAAS #33-9012 MINERAL BRONZE	P3	SHELF WIRES		



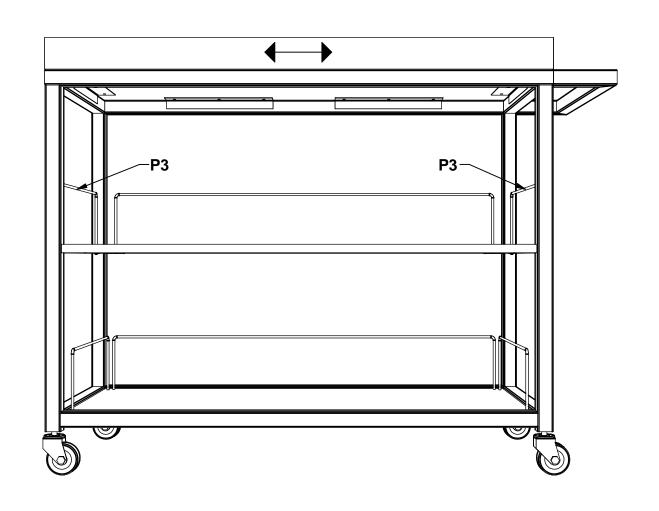


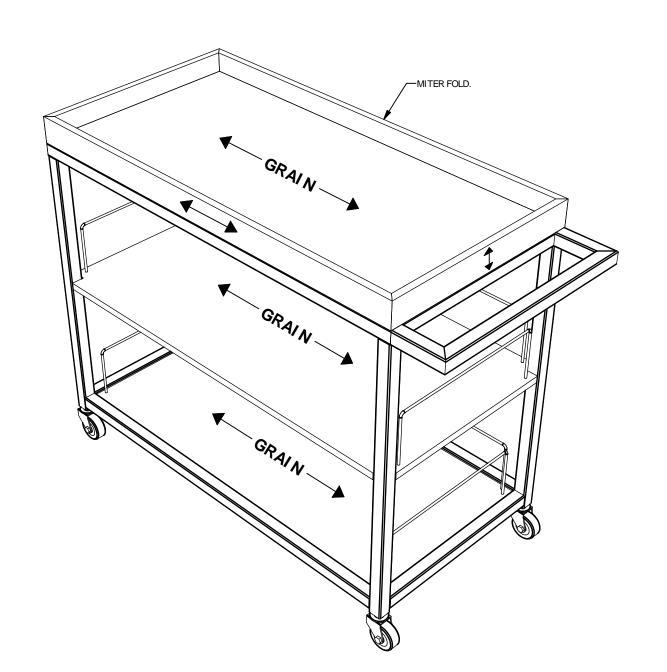
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116.11.A6.06 - WINE DISPLAY CART

FINISH SCHEDULE					
MATERIAL CODE	TAG	DESCRIPTION			
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ROHM & HAAS #33-9012 MINERAL BRONZE	P3	SHELF WIRE			

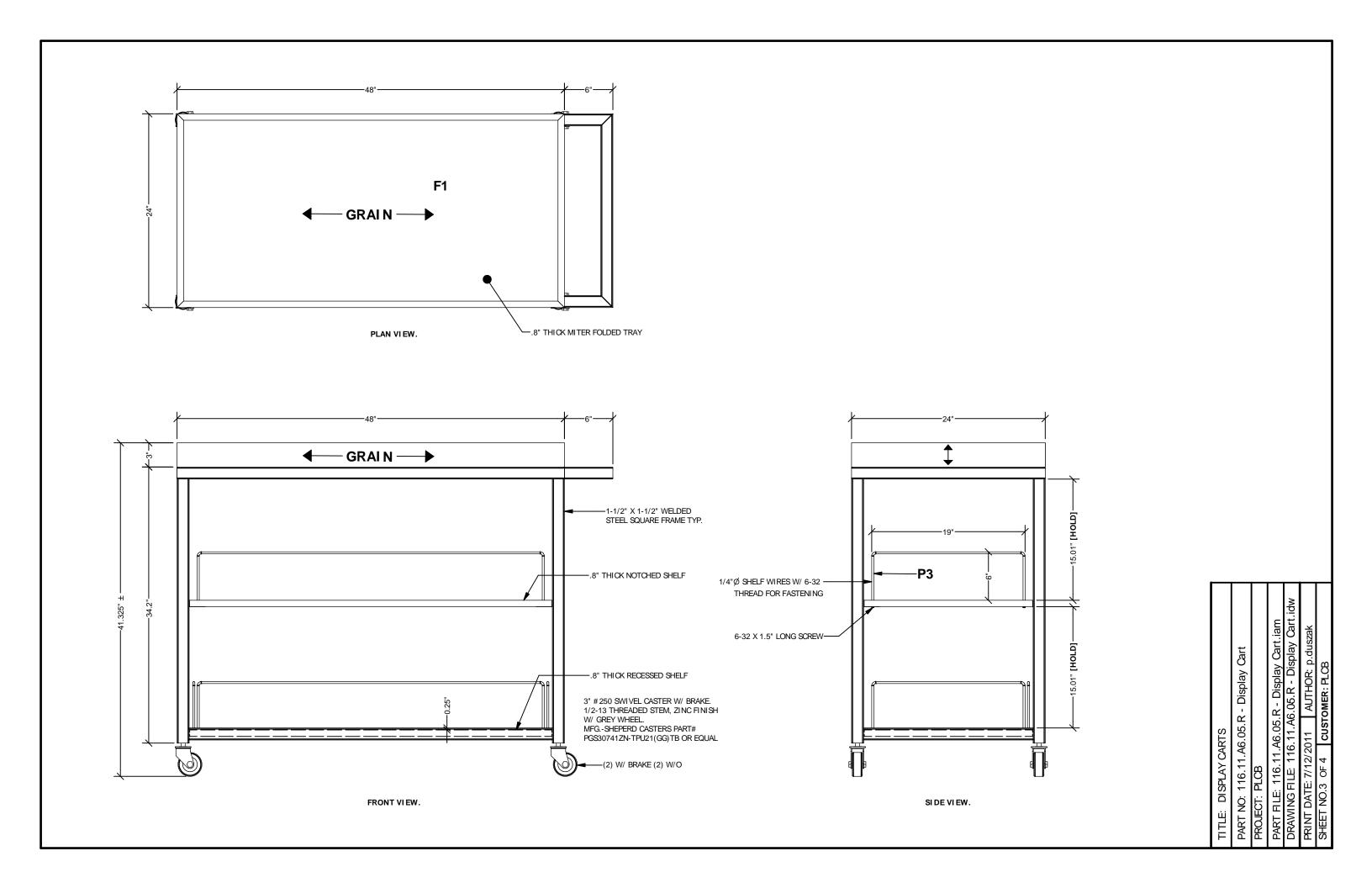


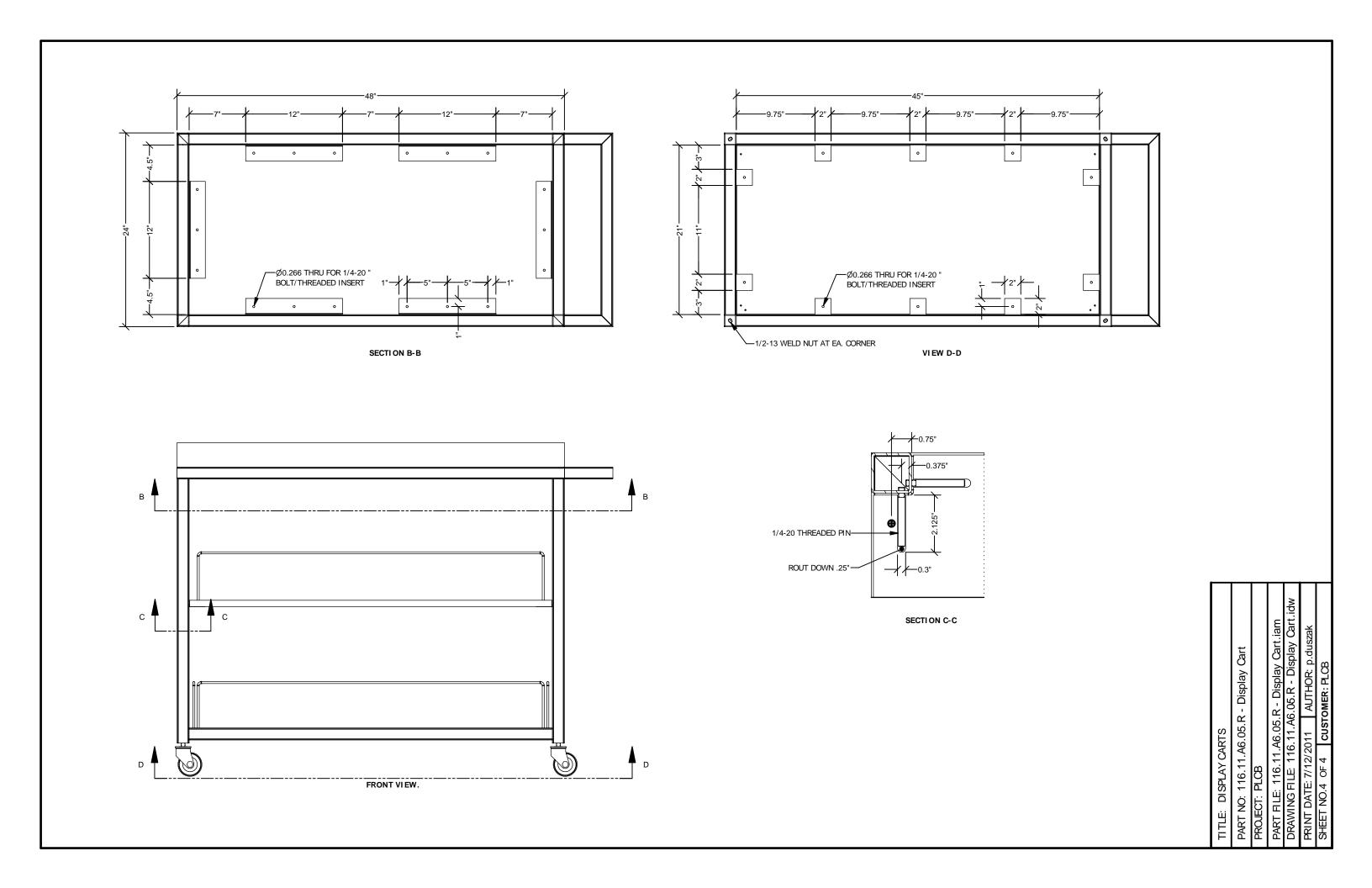


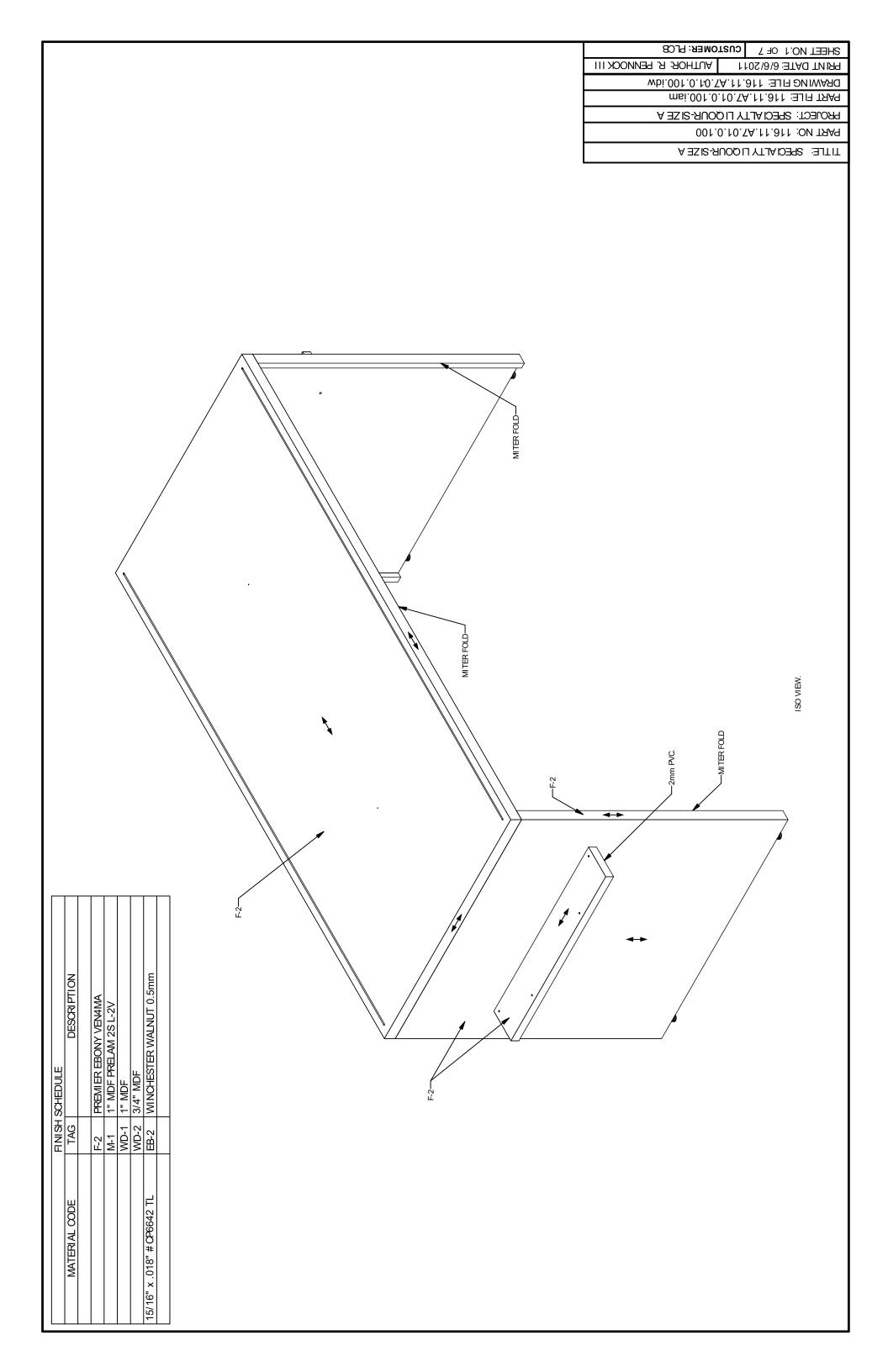
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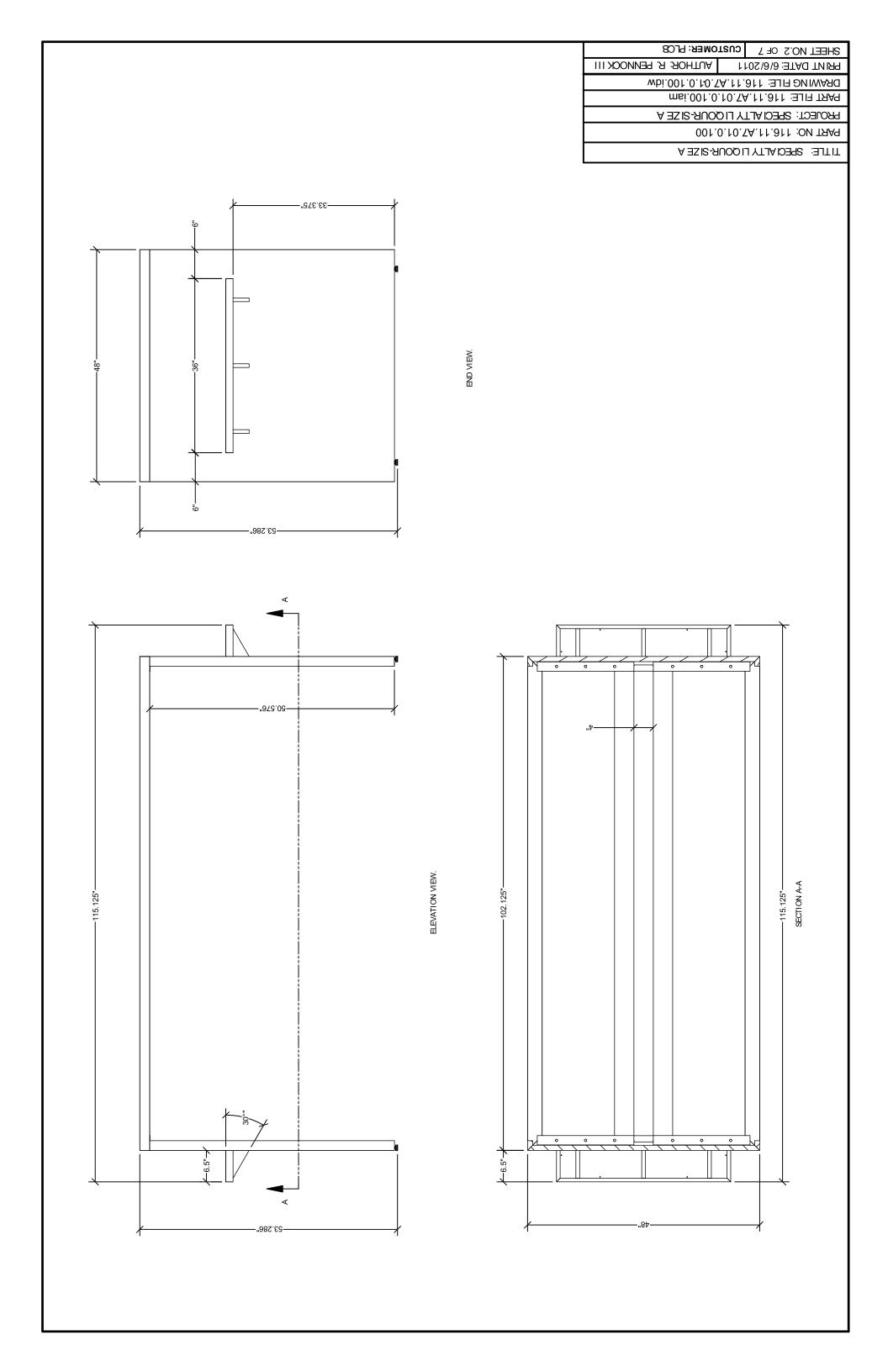
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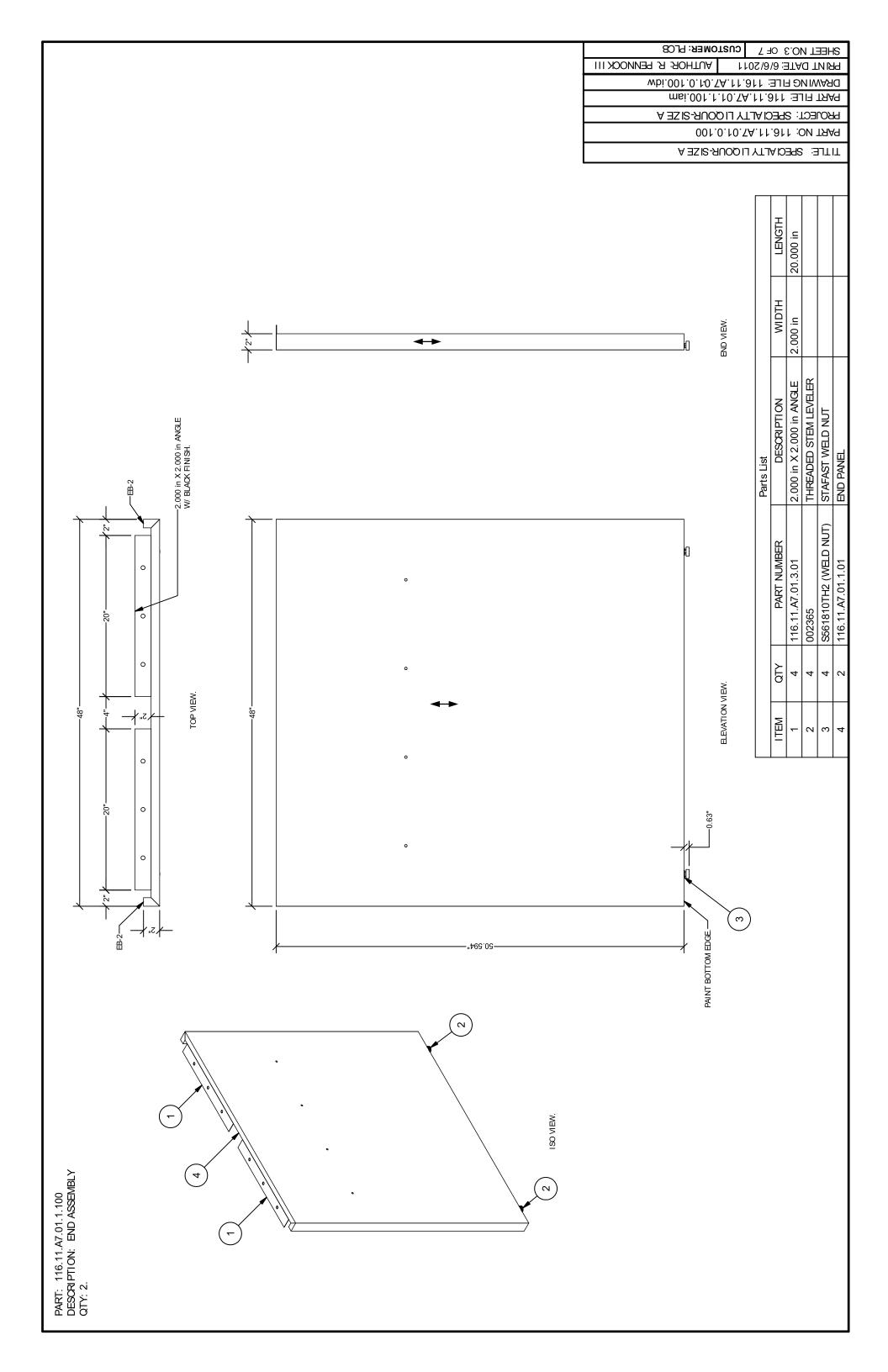
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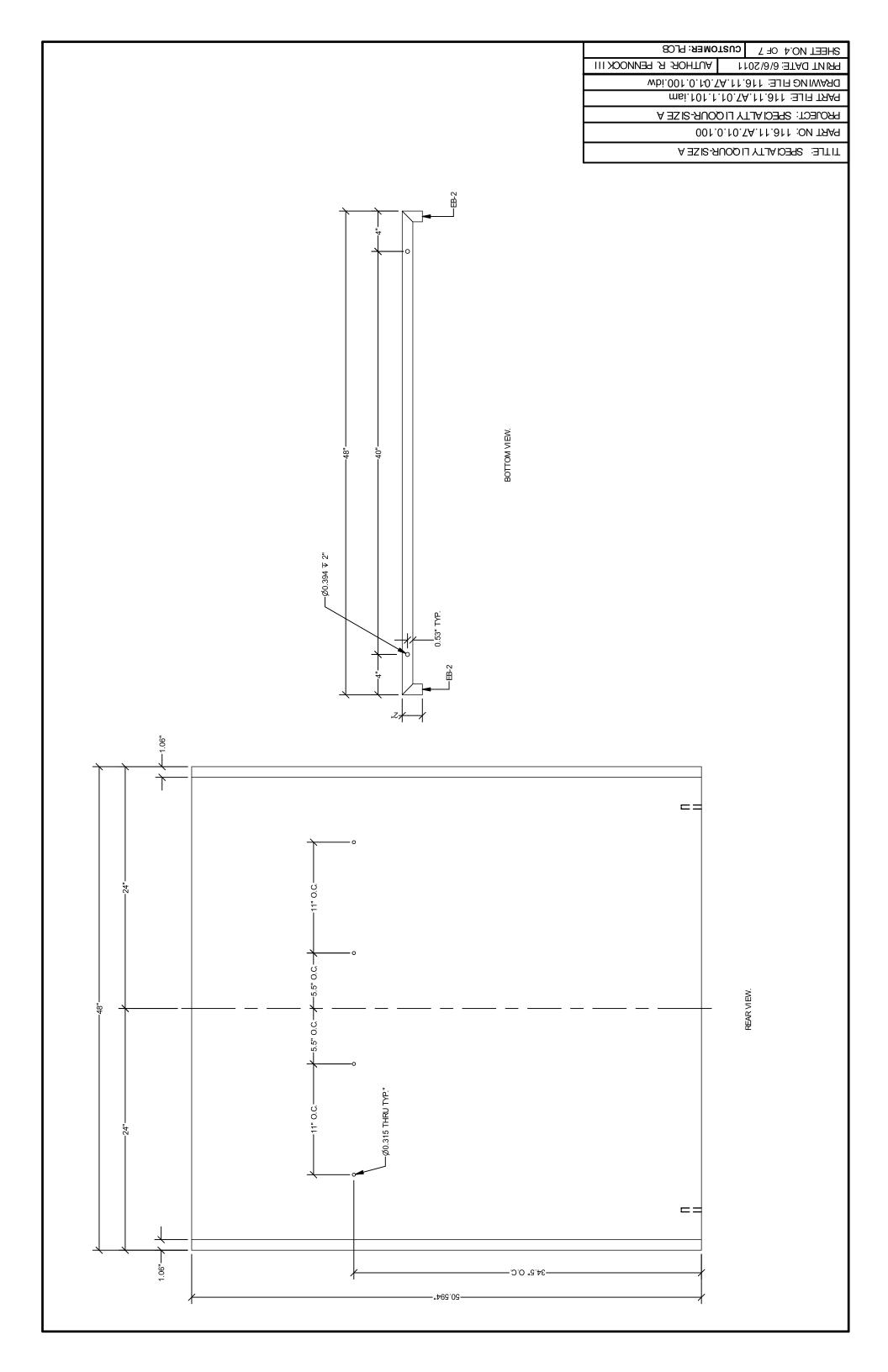


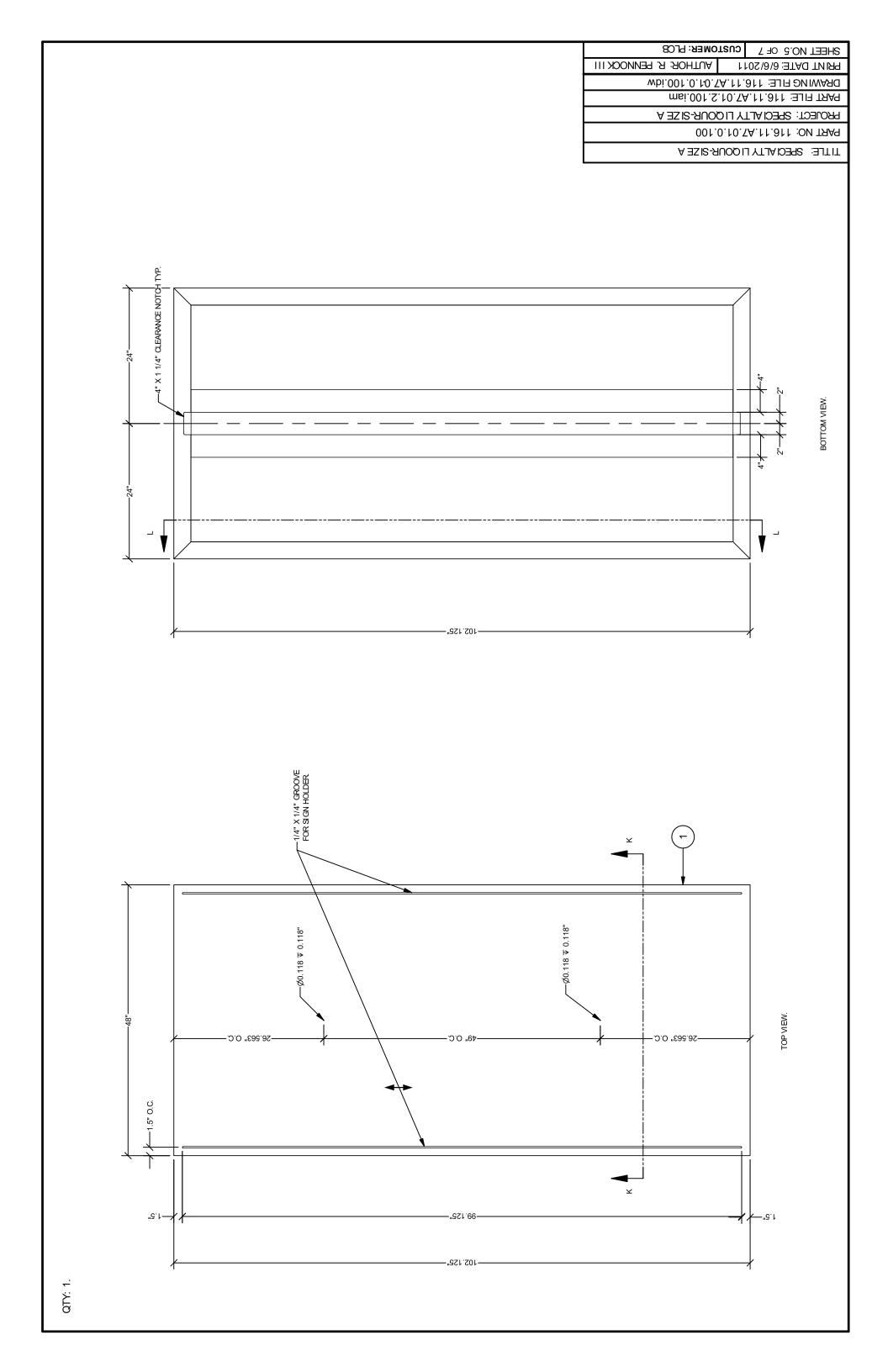


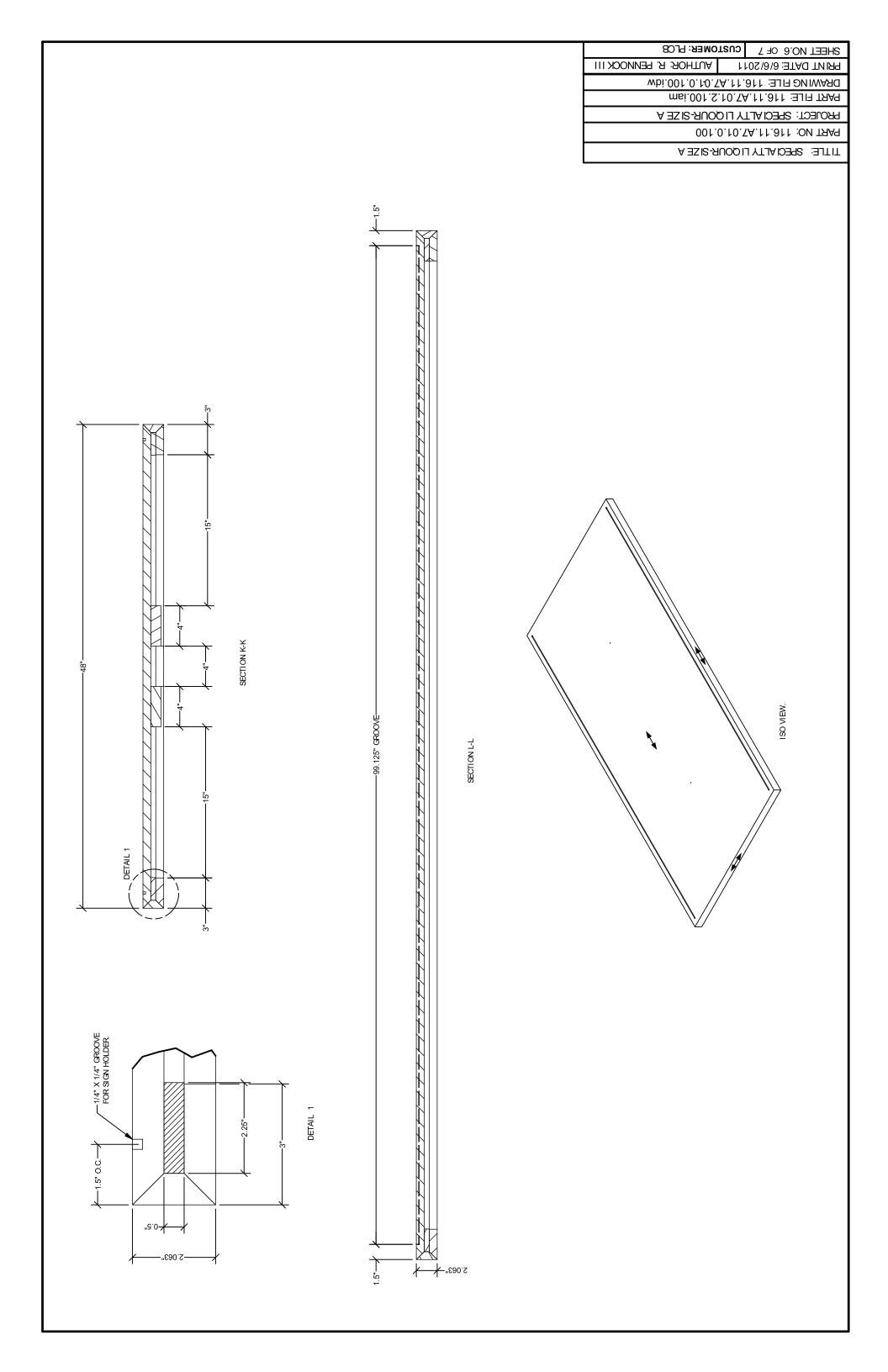


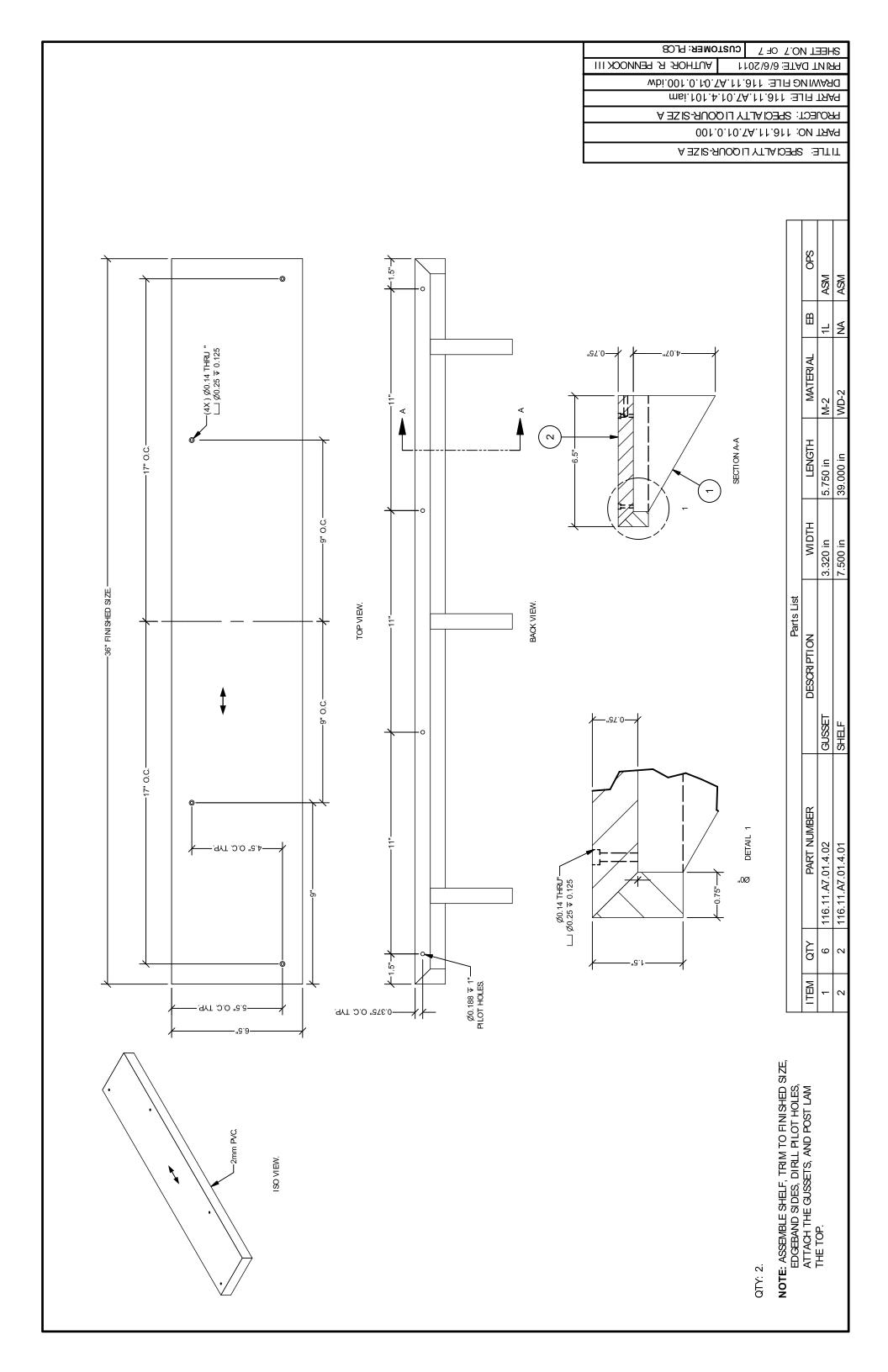


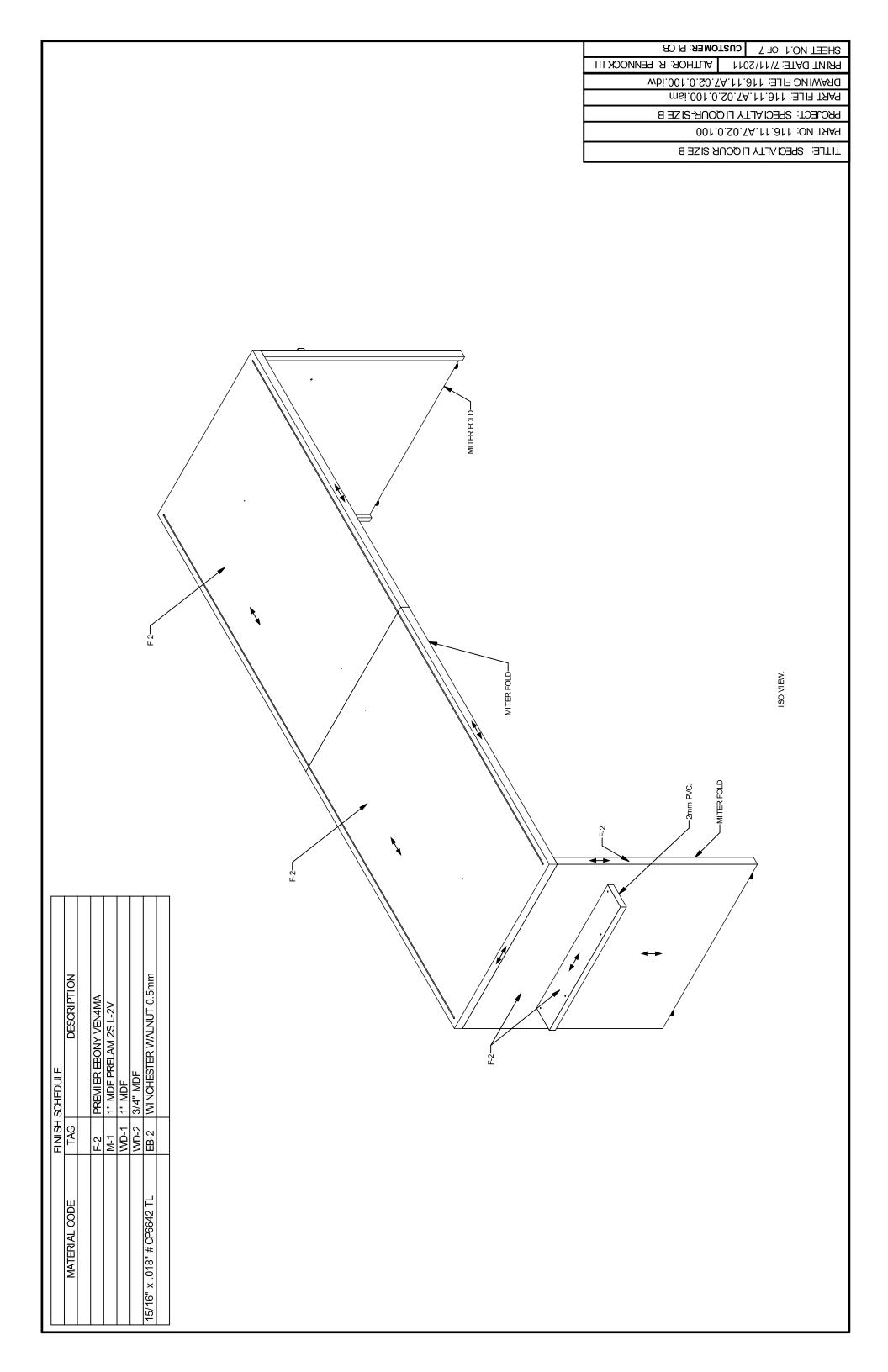


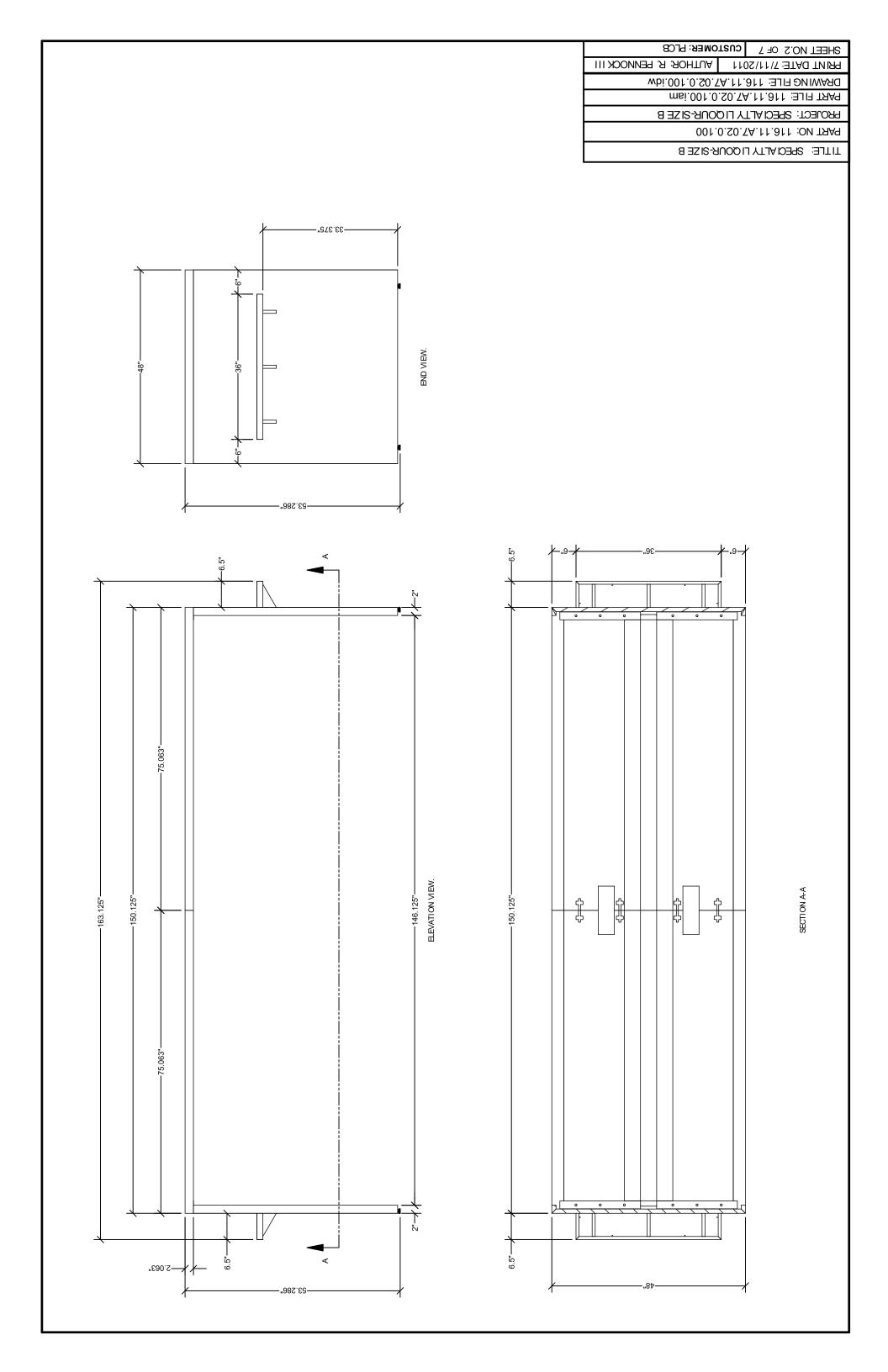


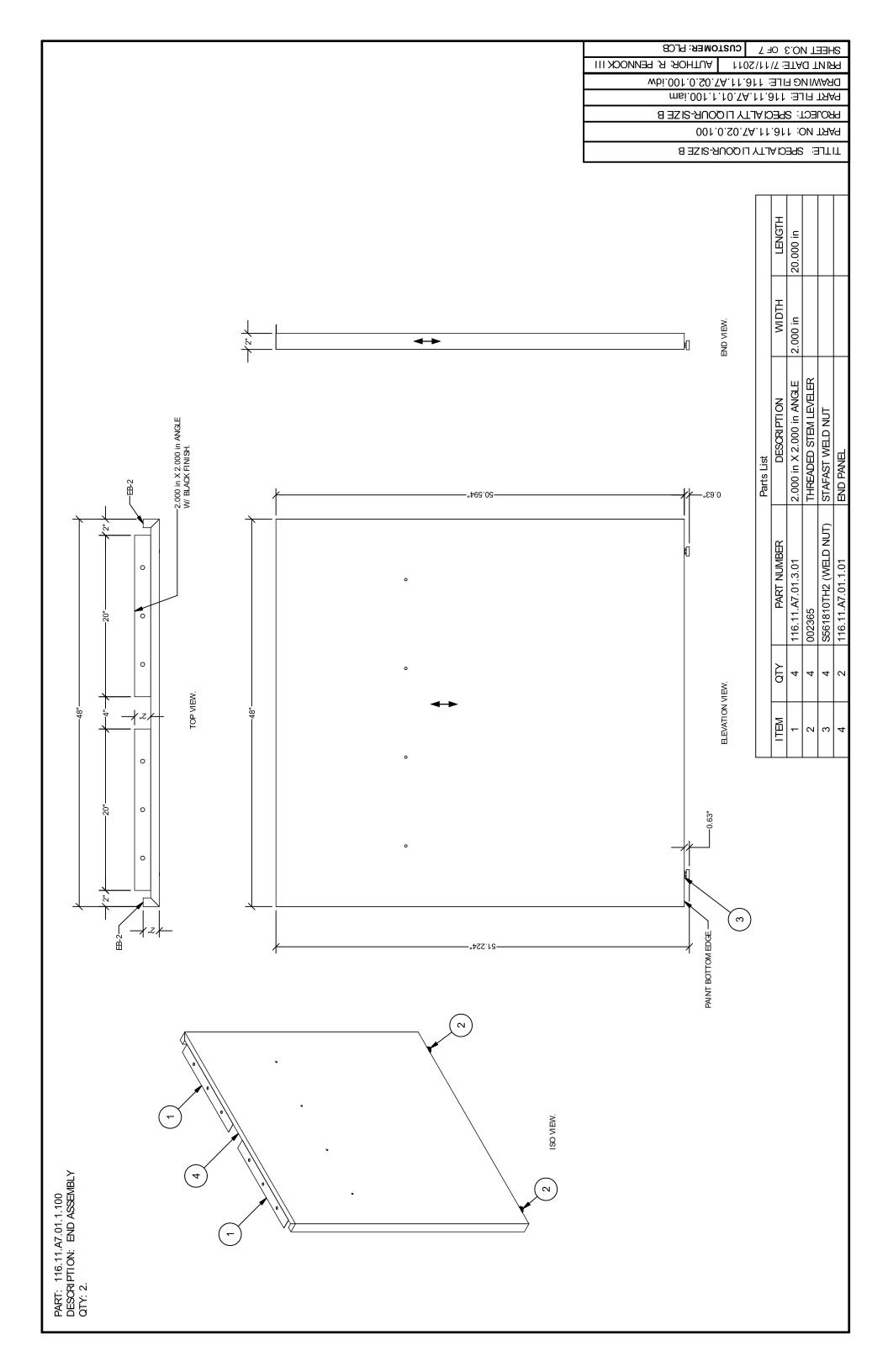


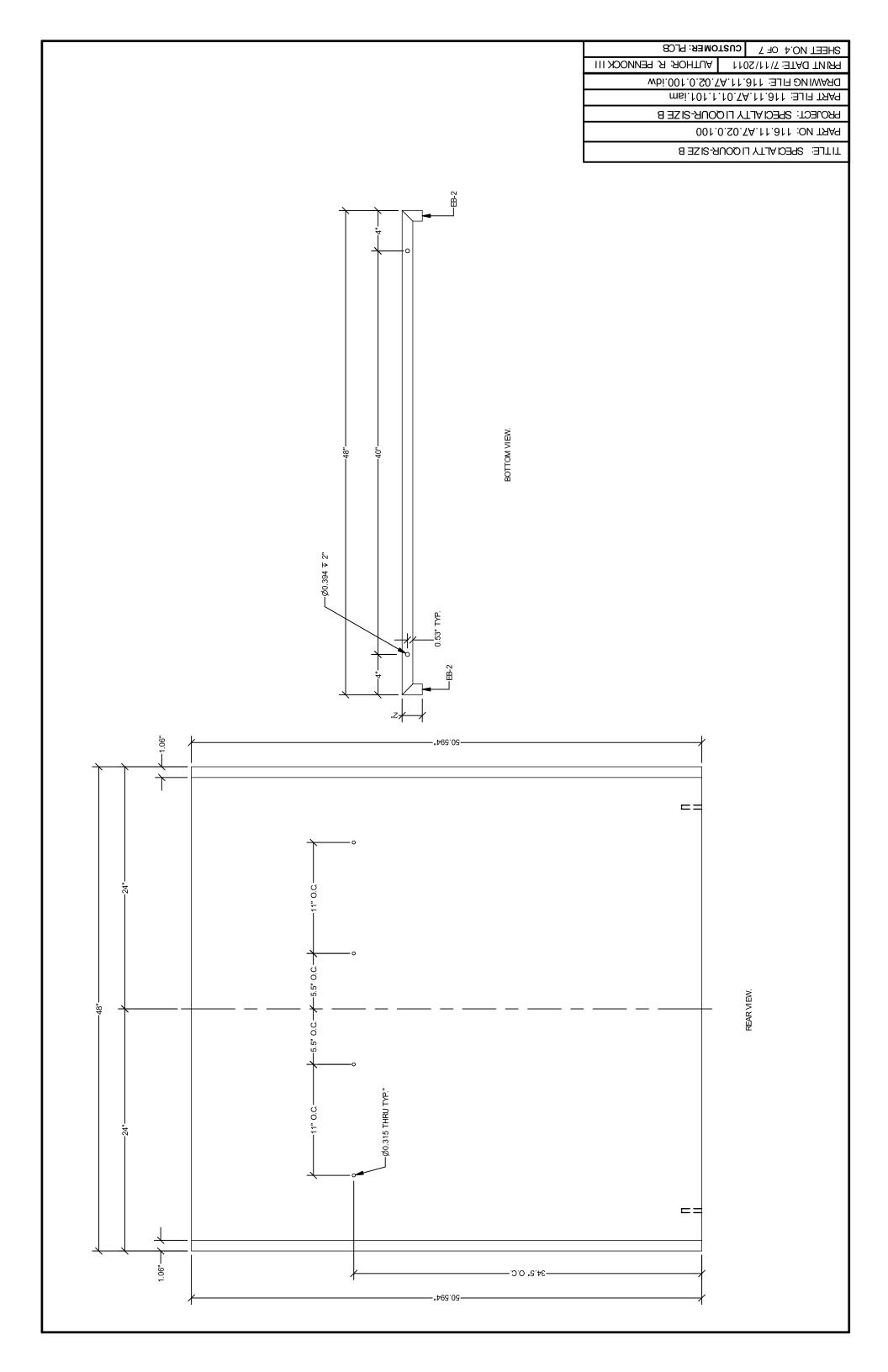


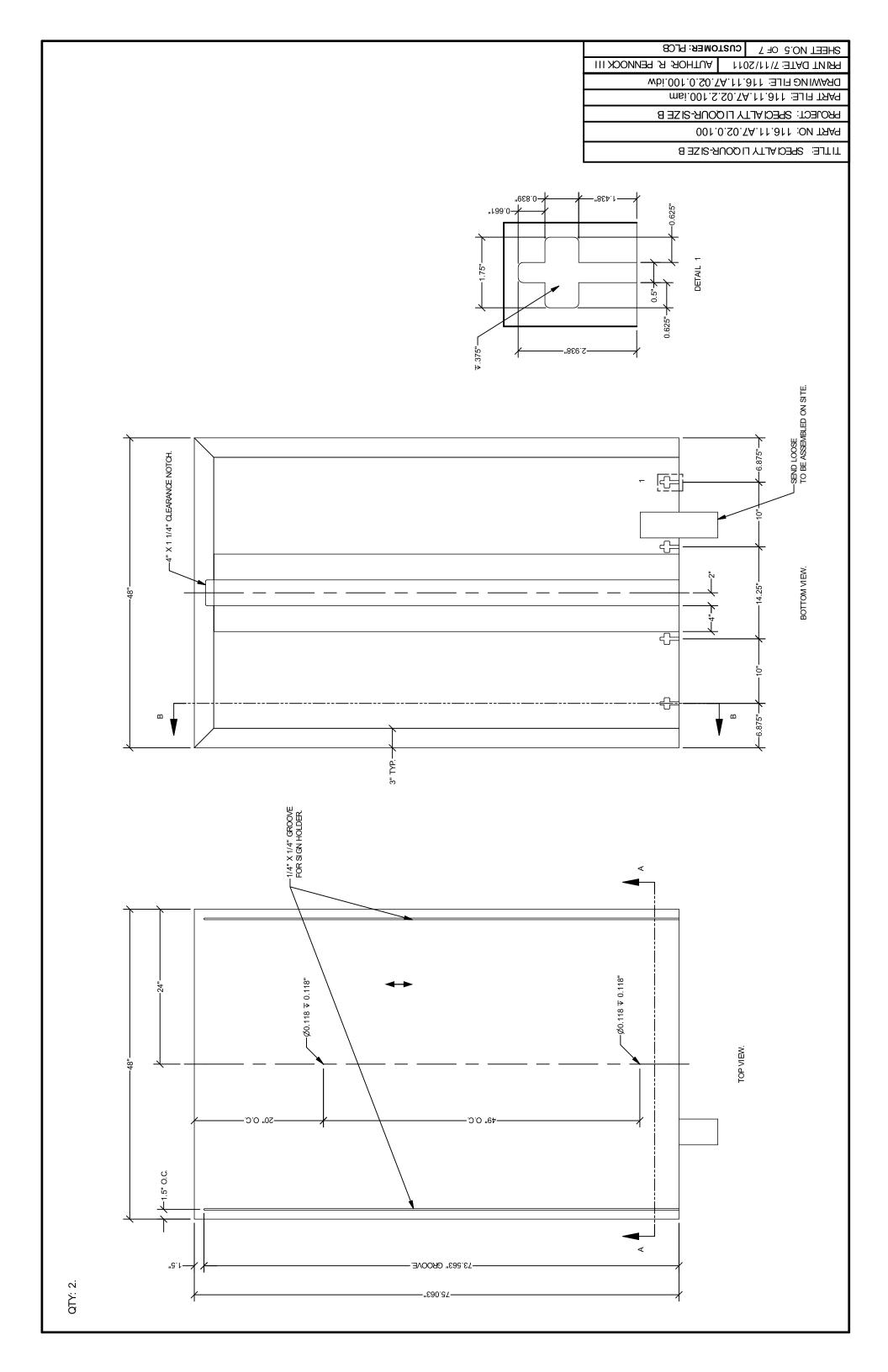


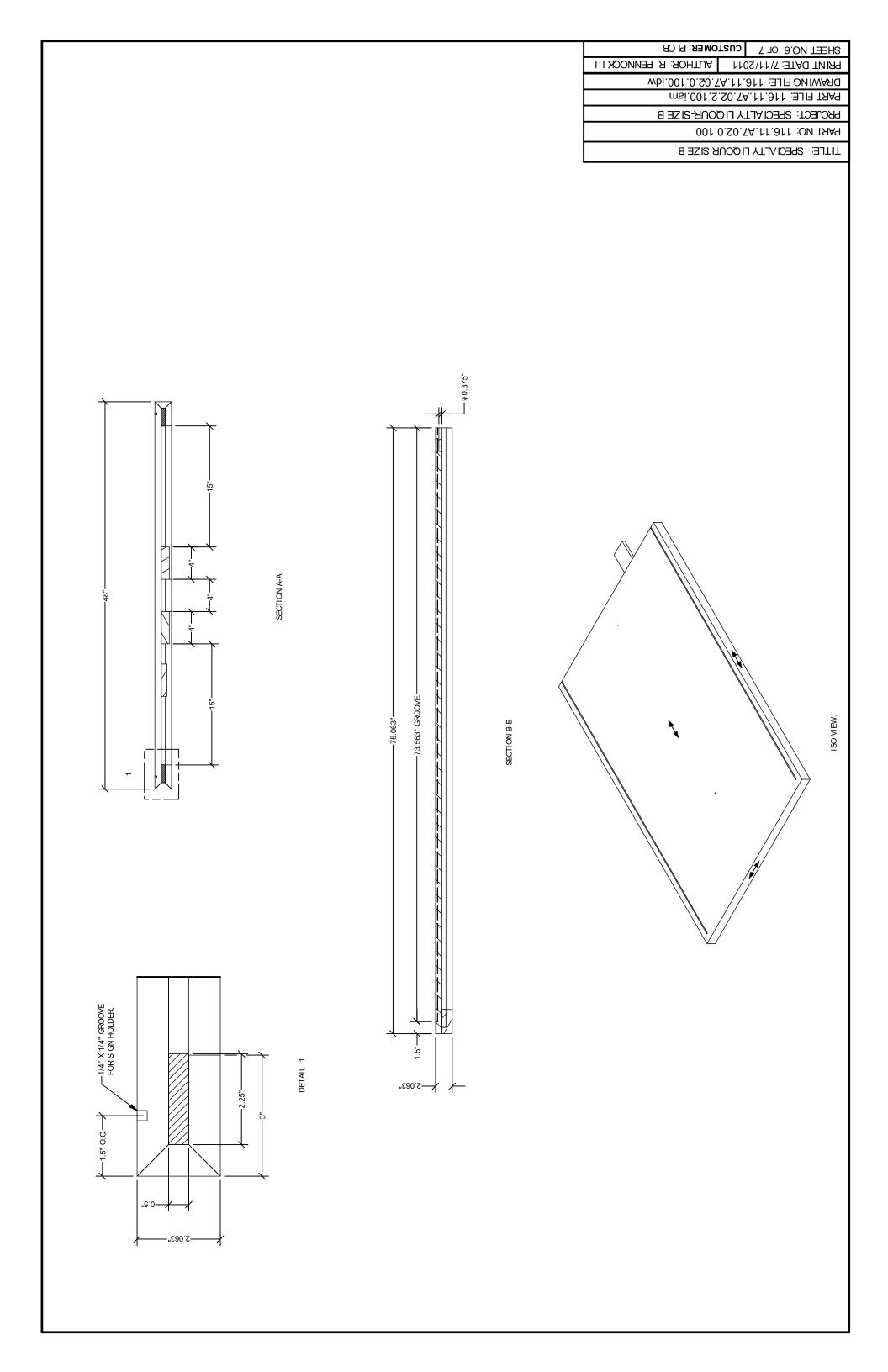


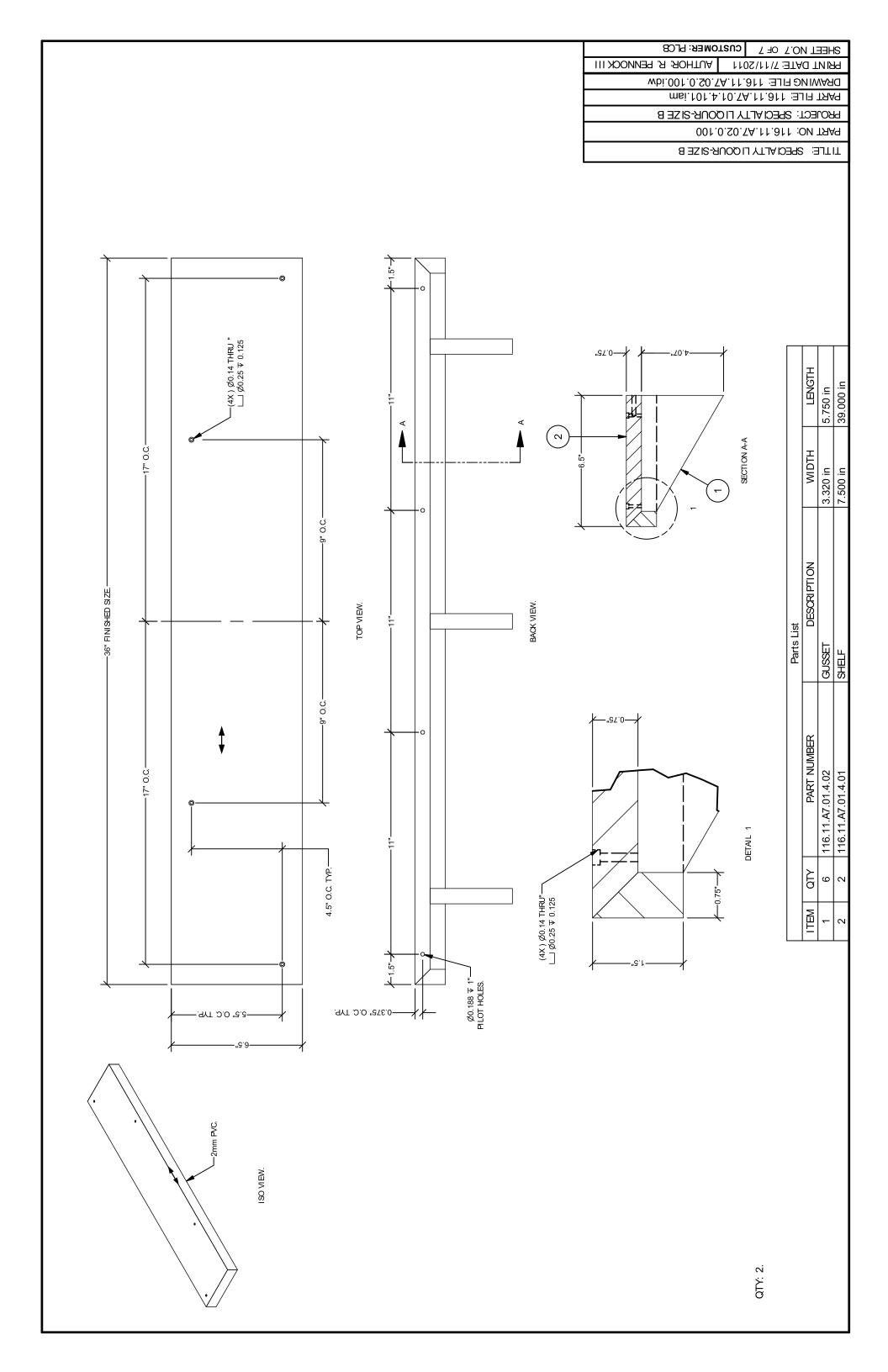


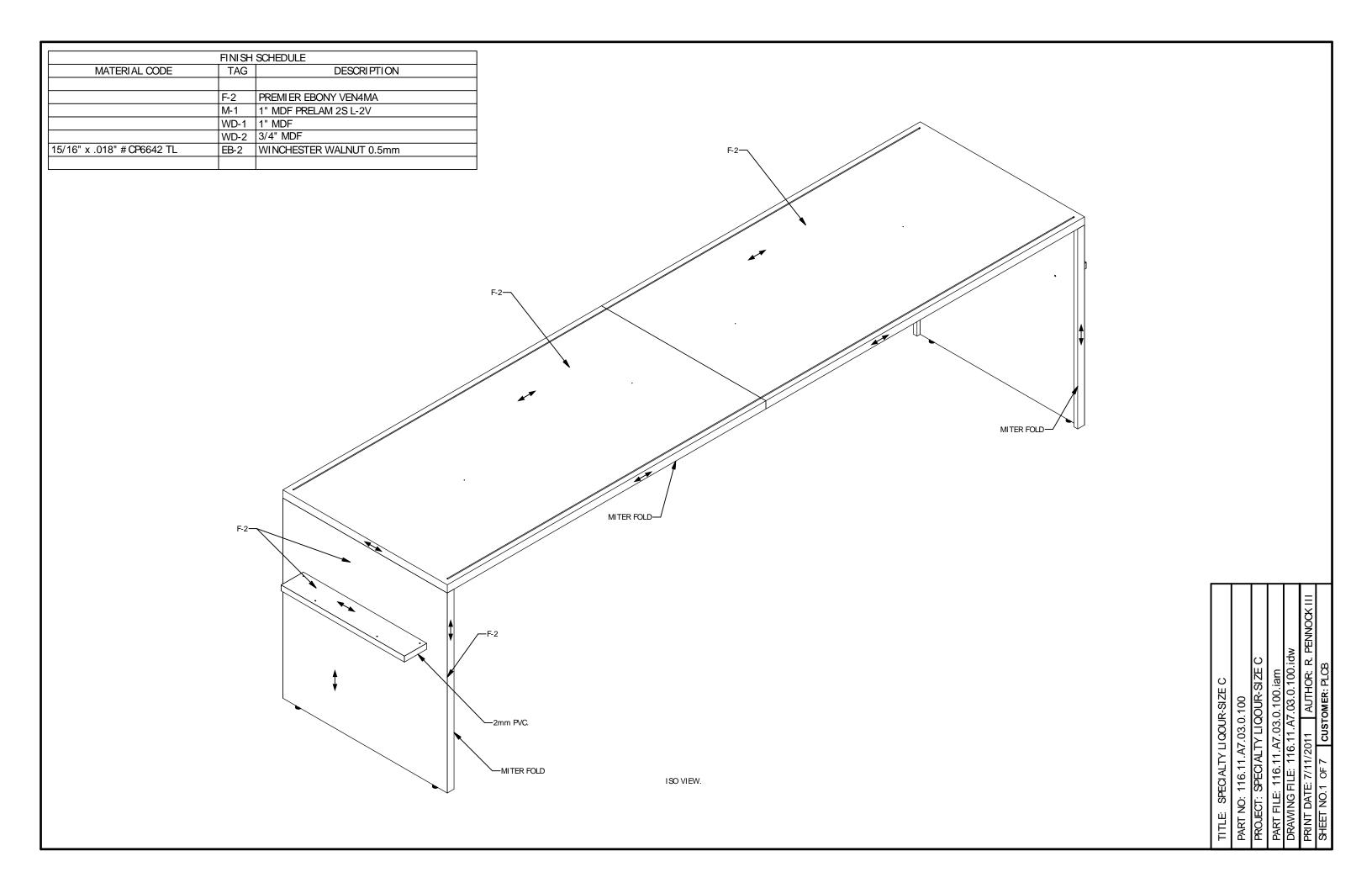


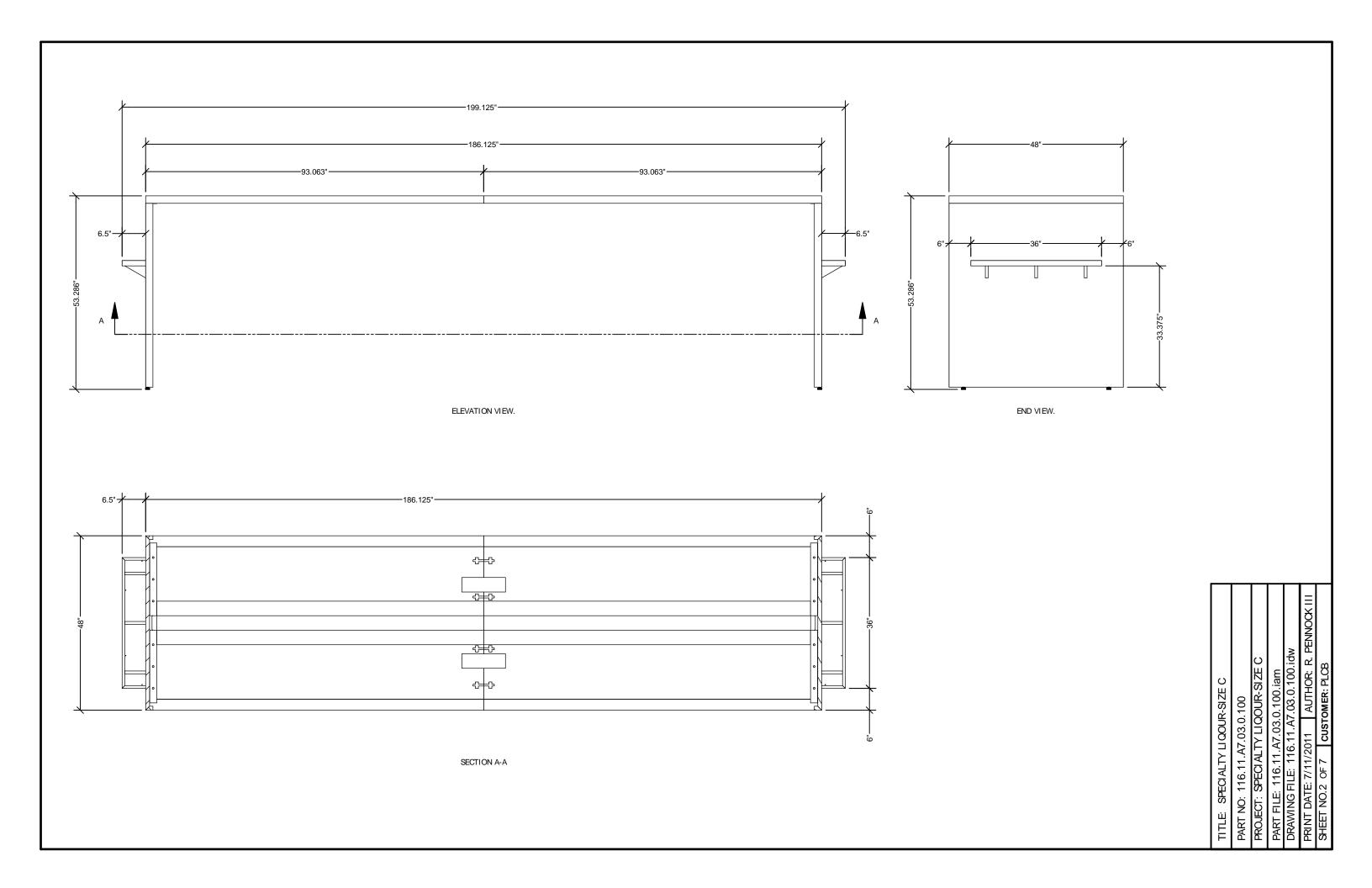


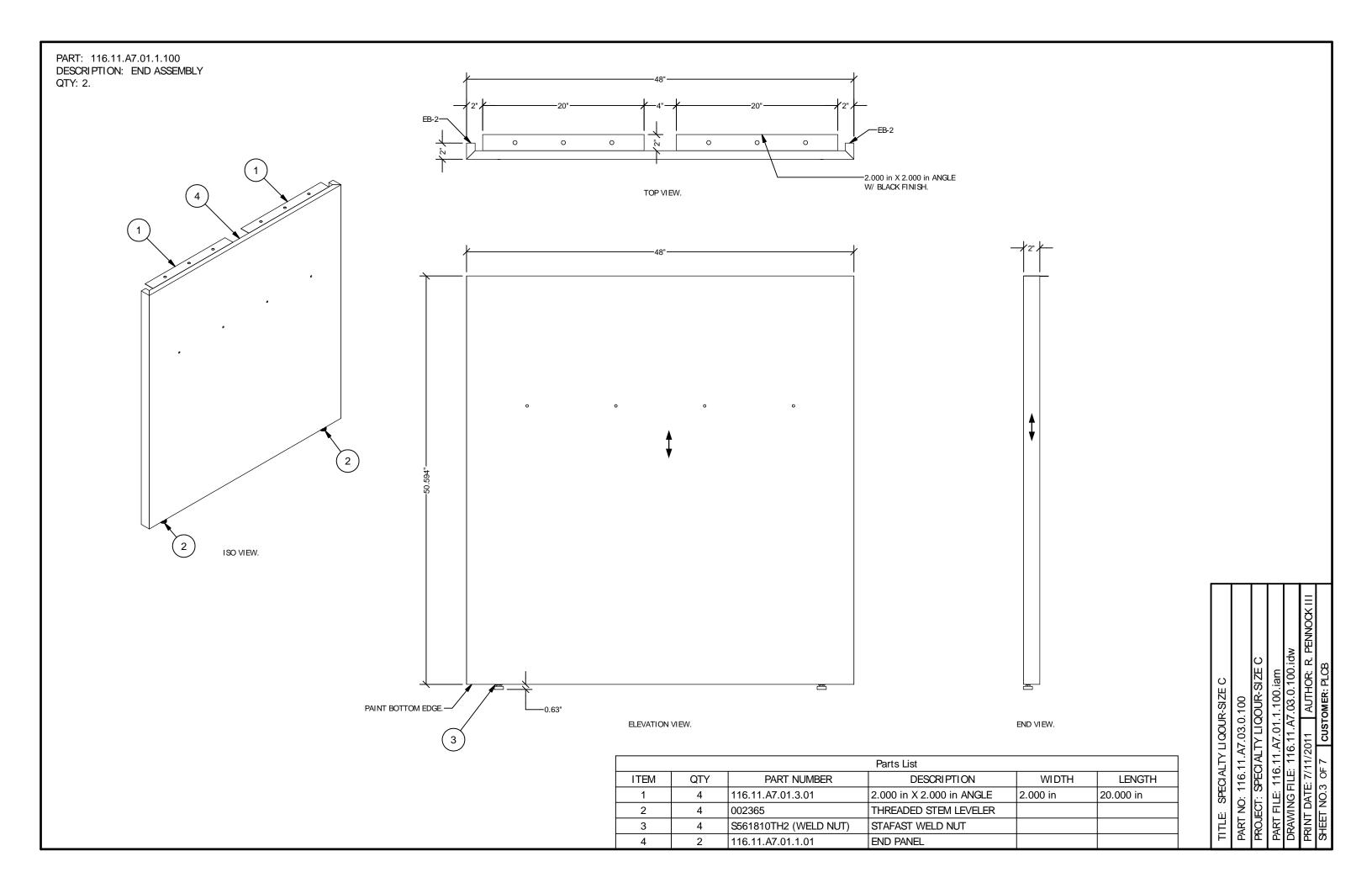


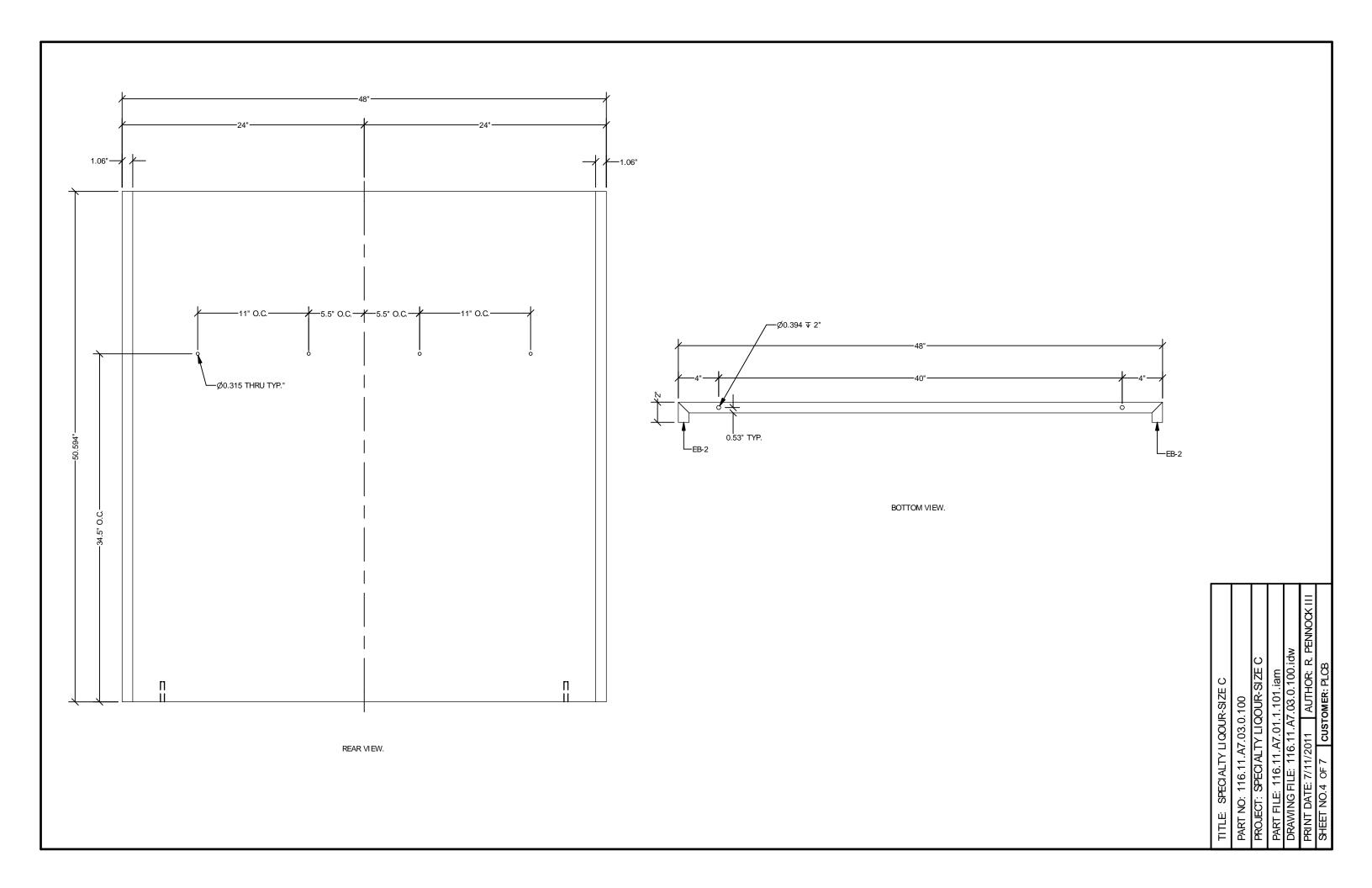


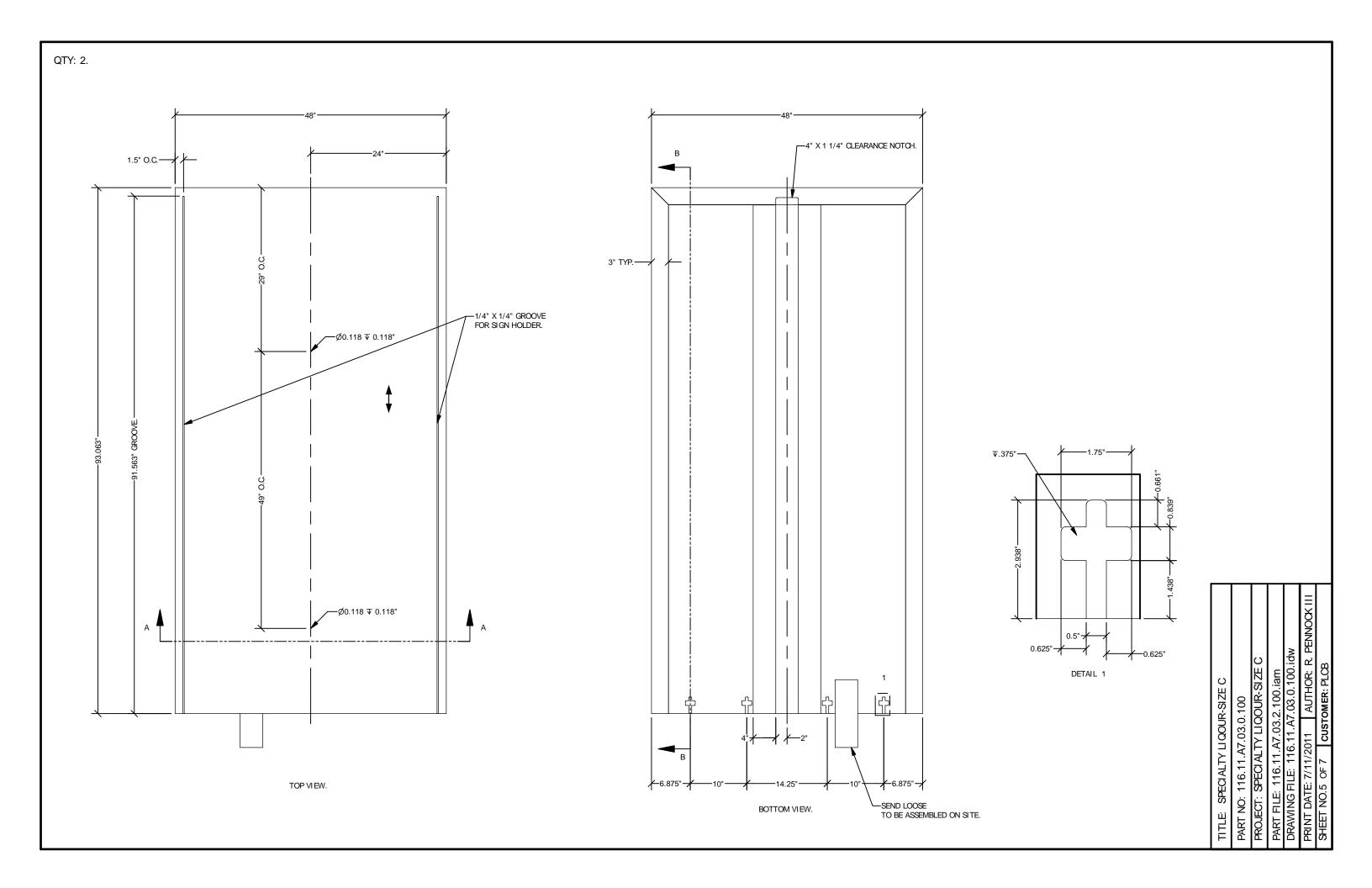


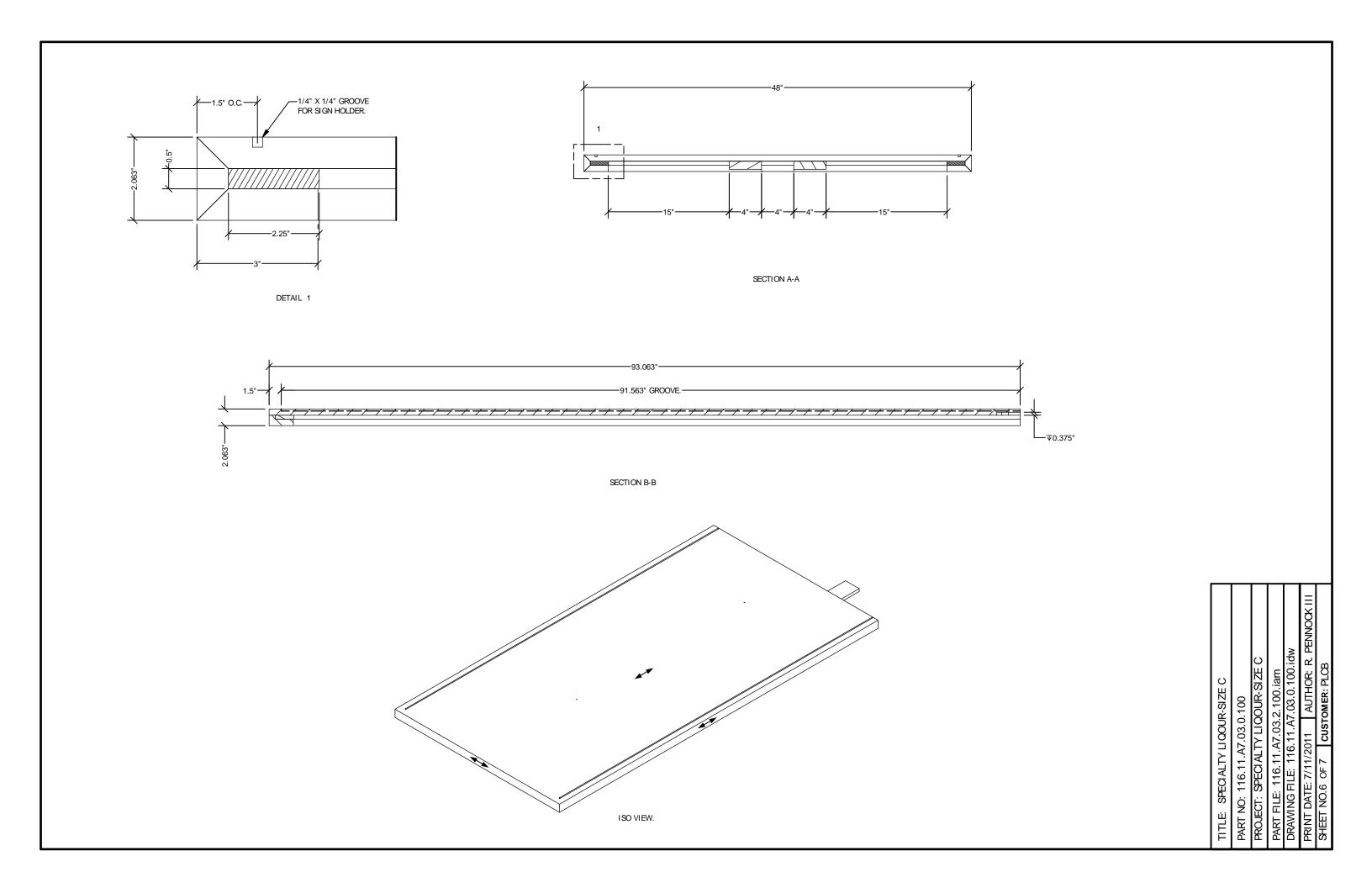


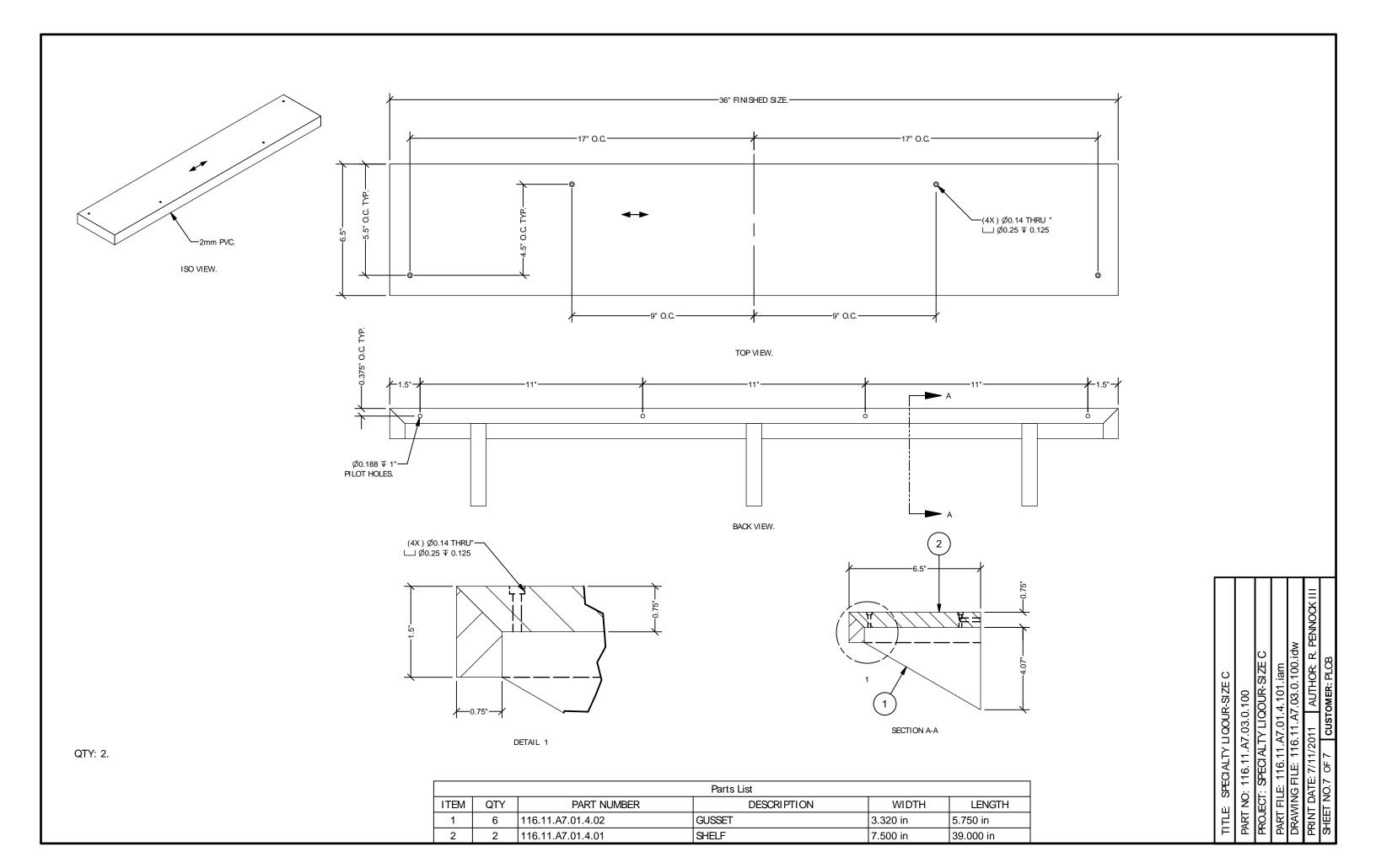


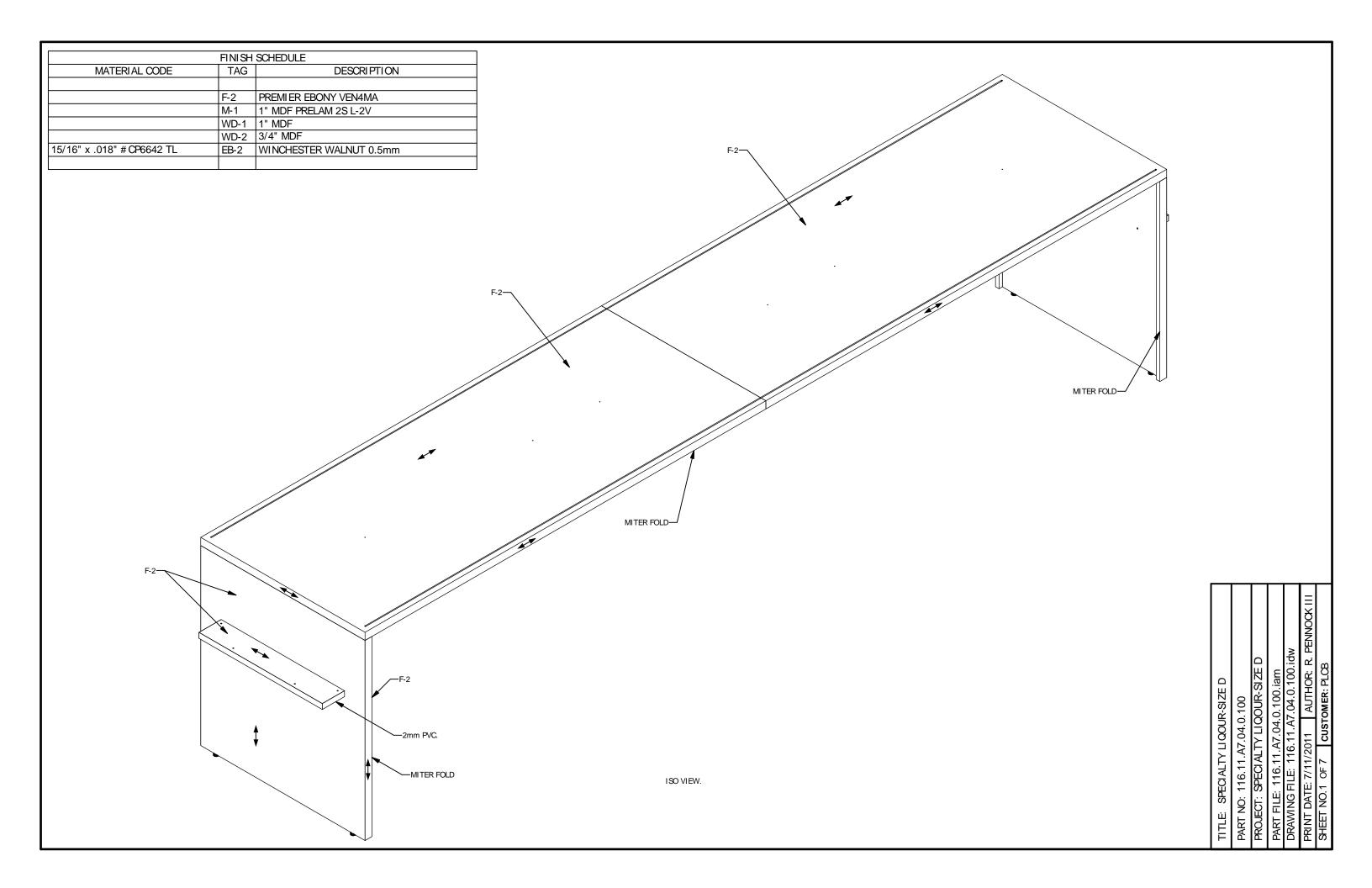


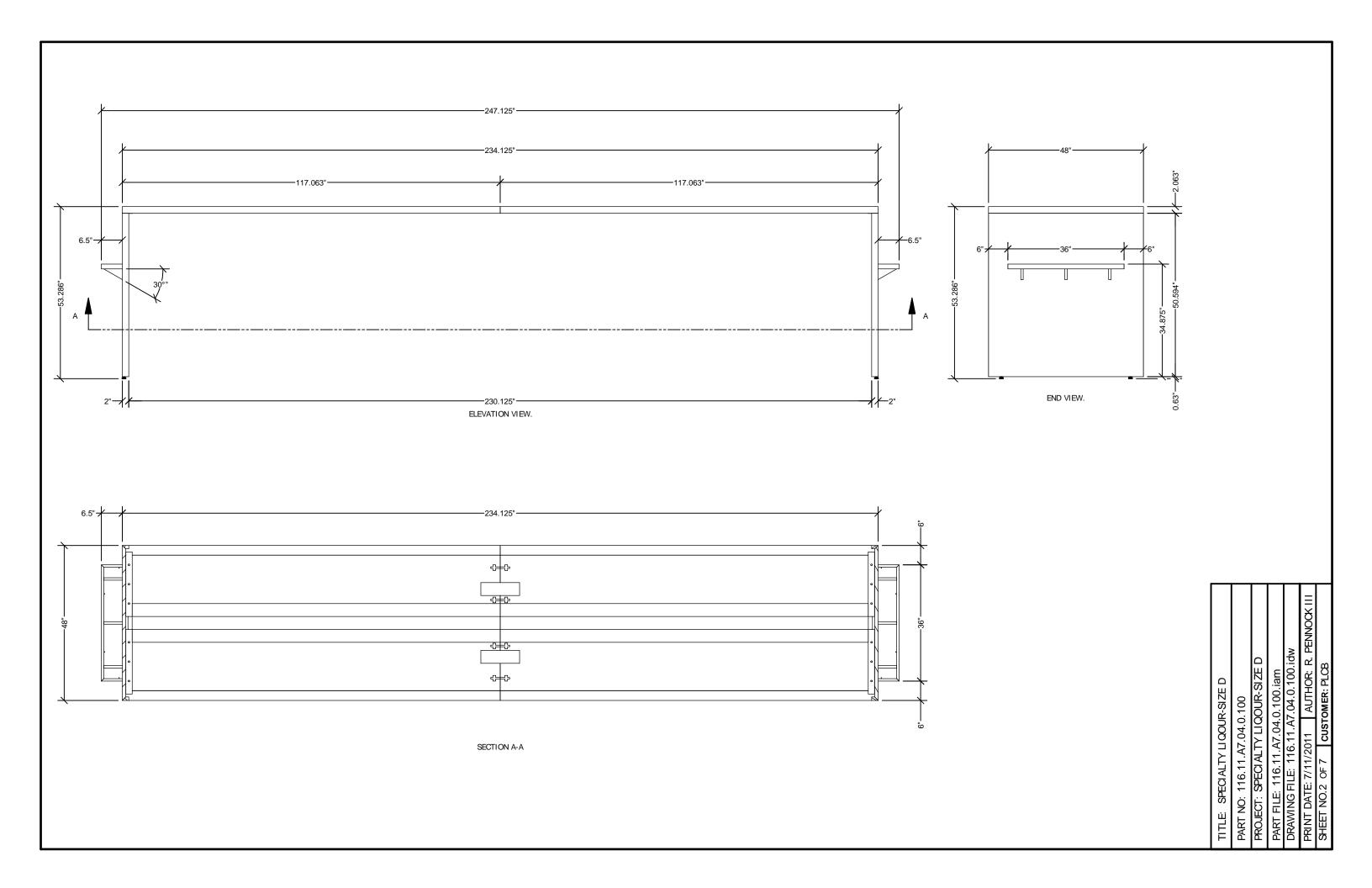


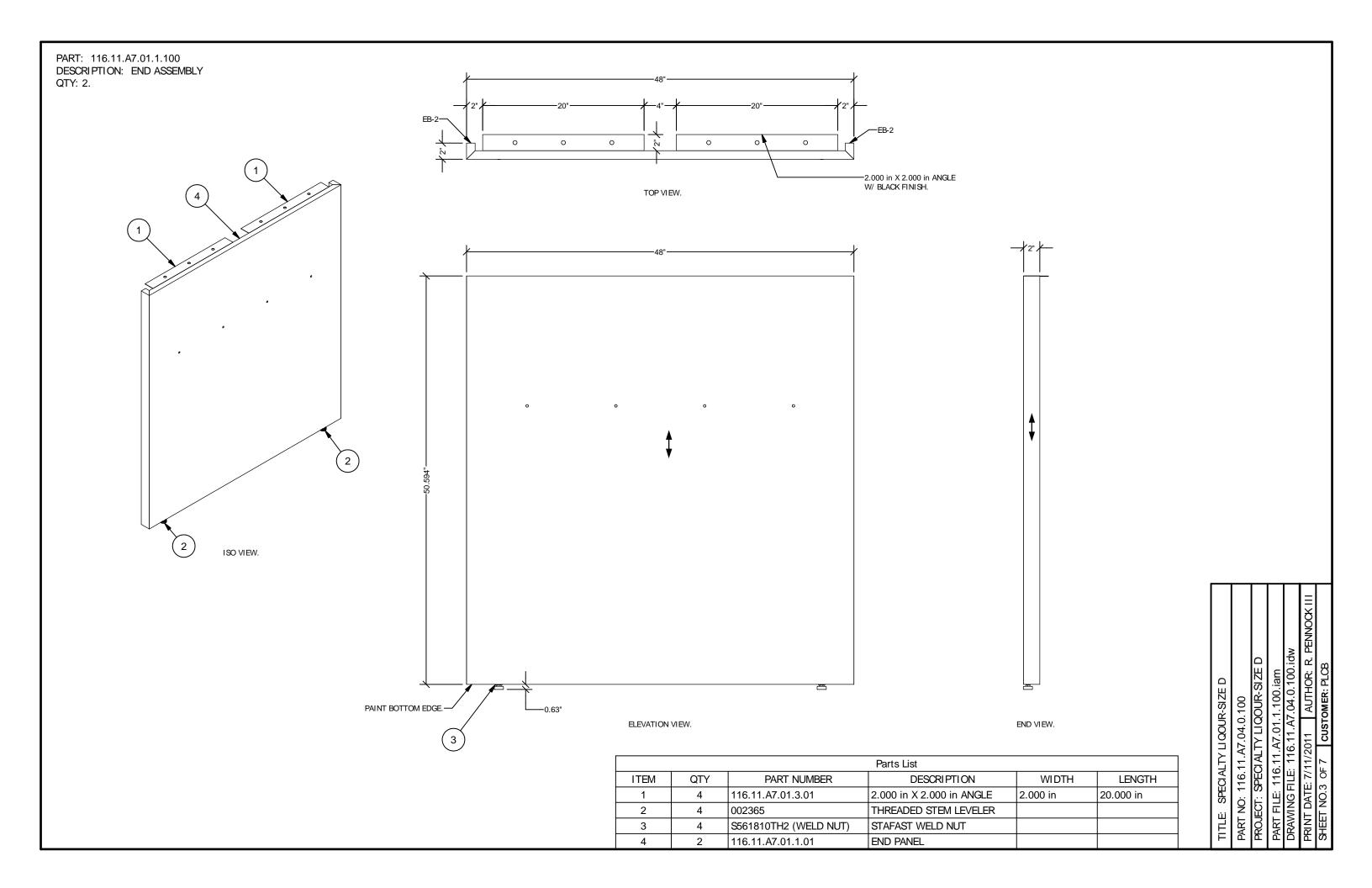


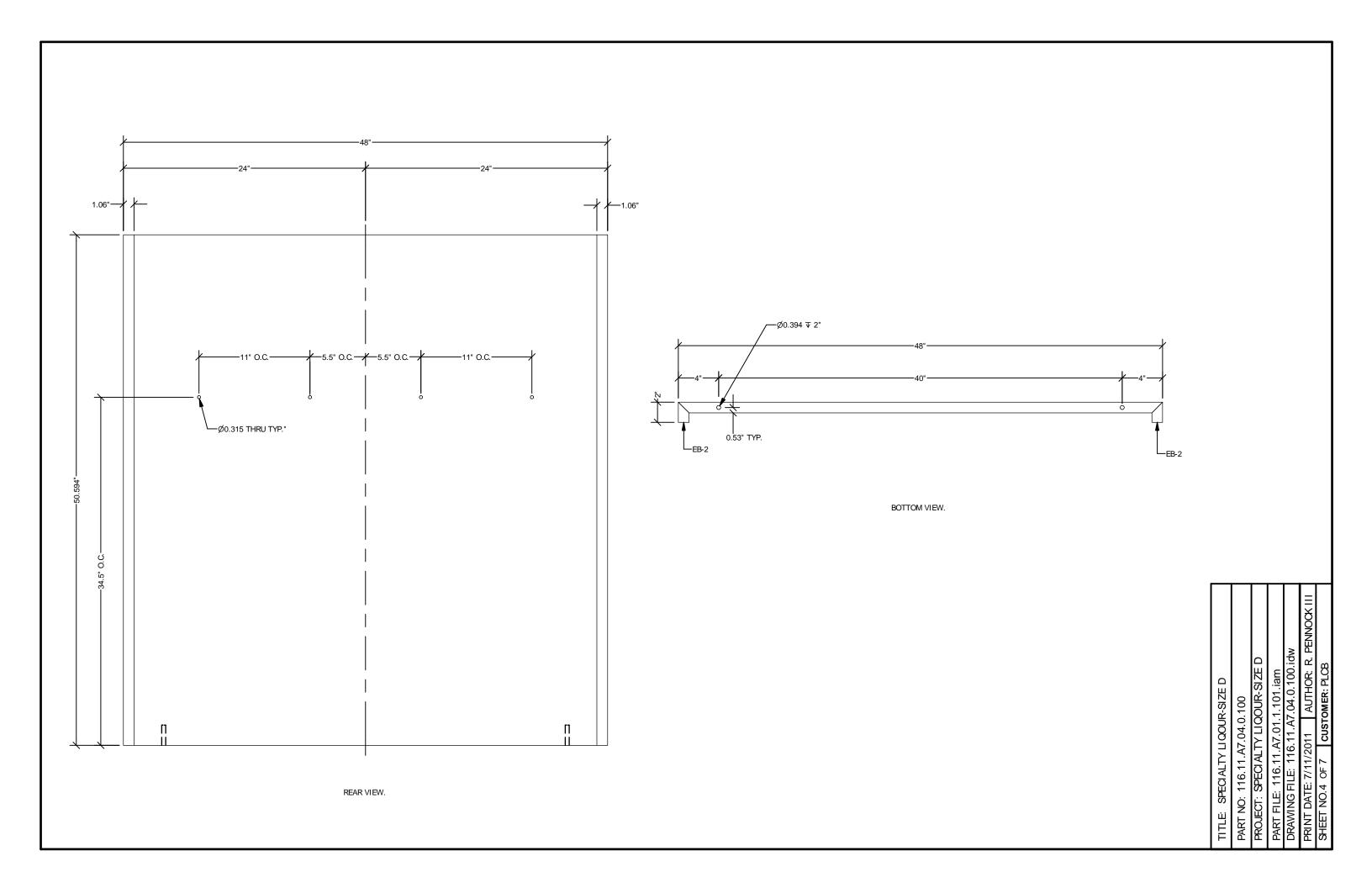


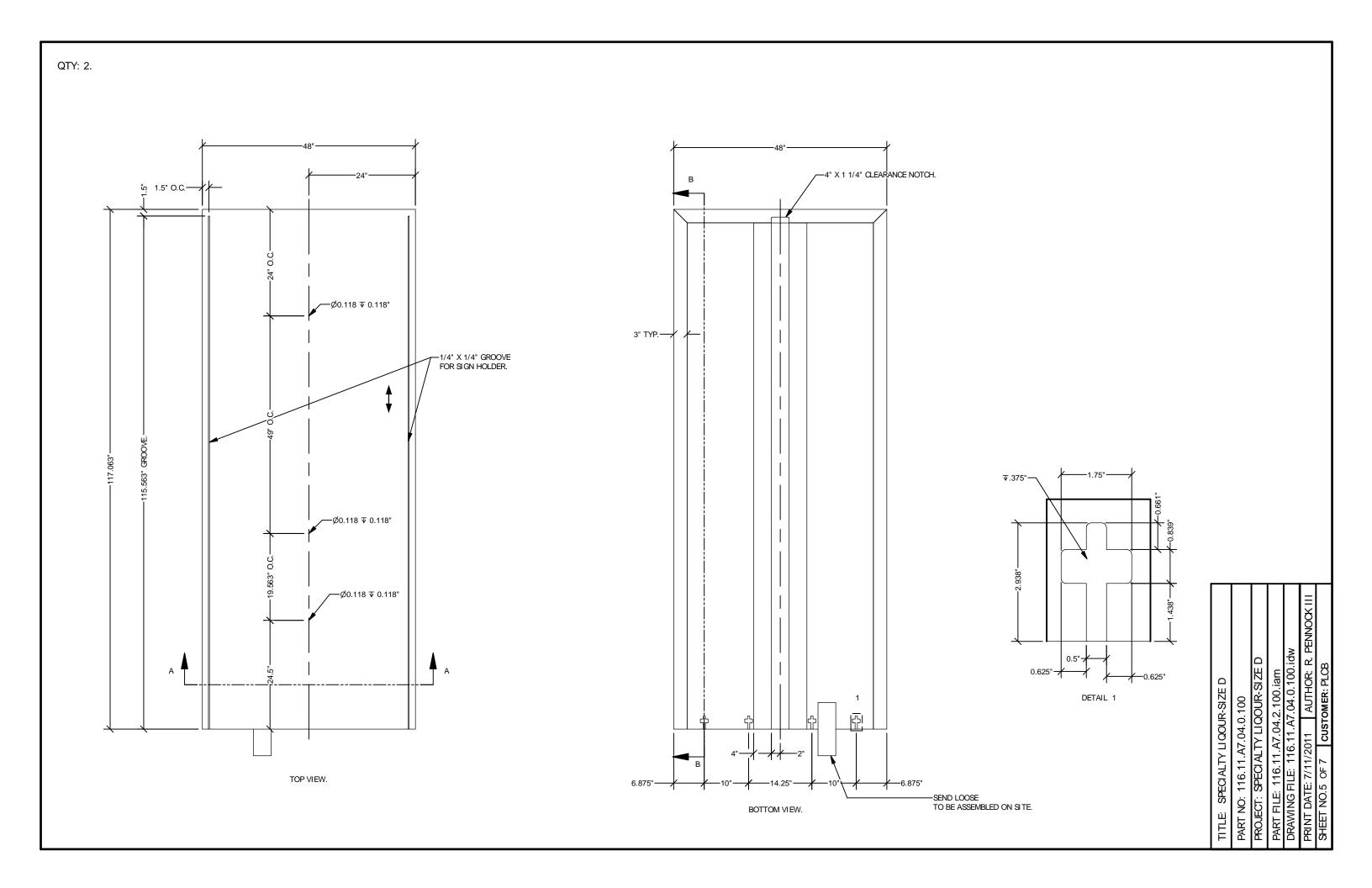


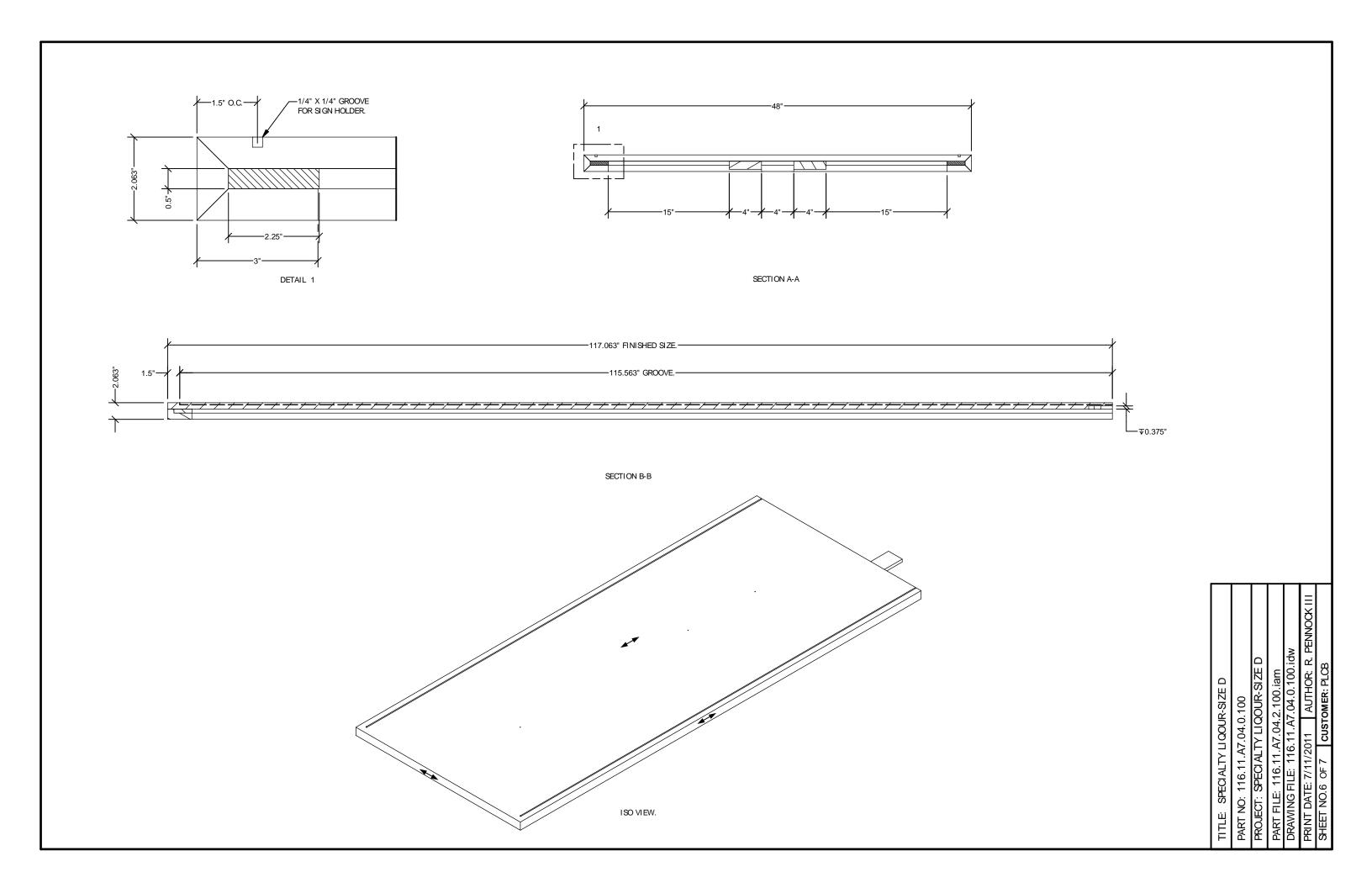


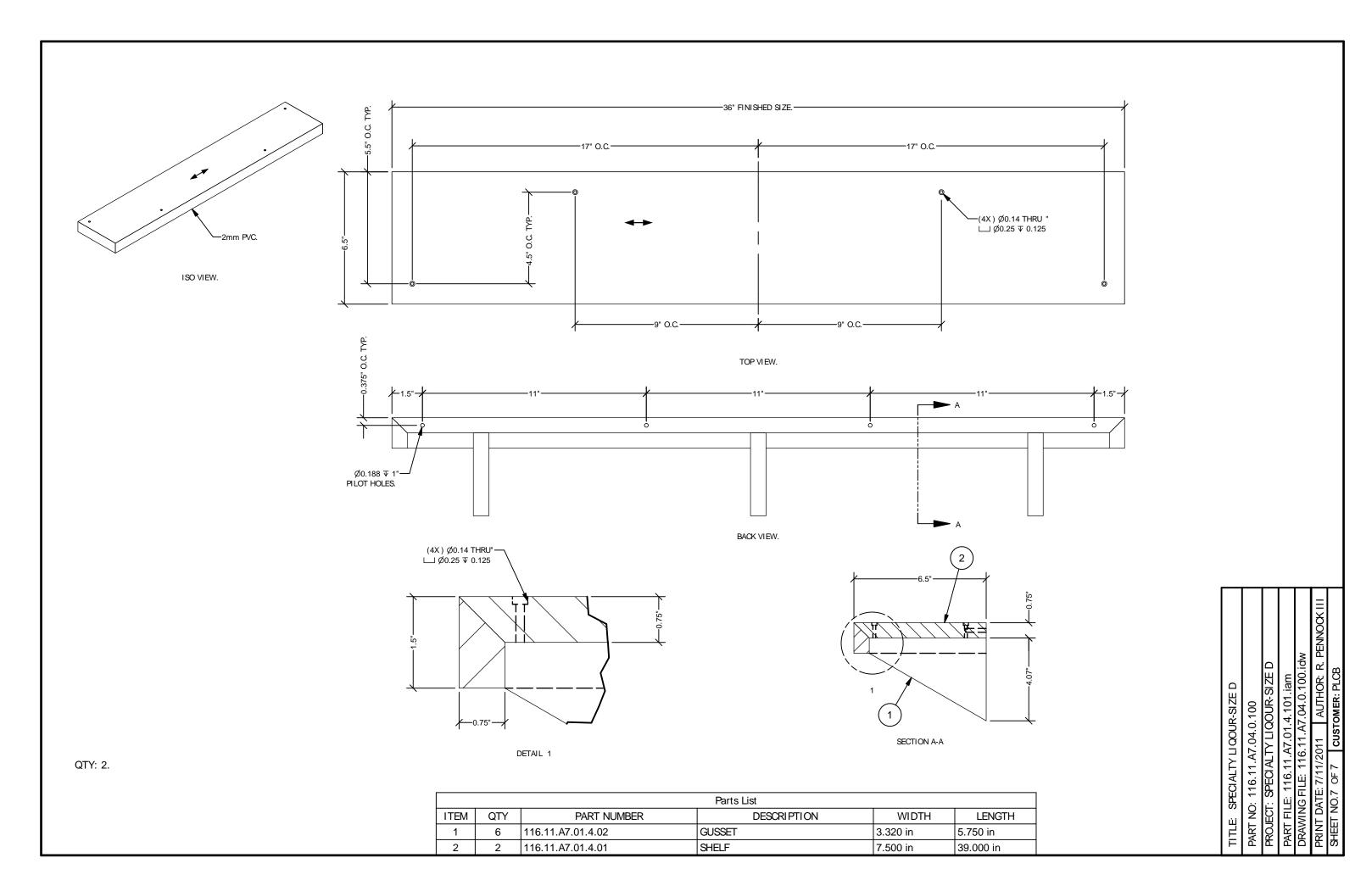


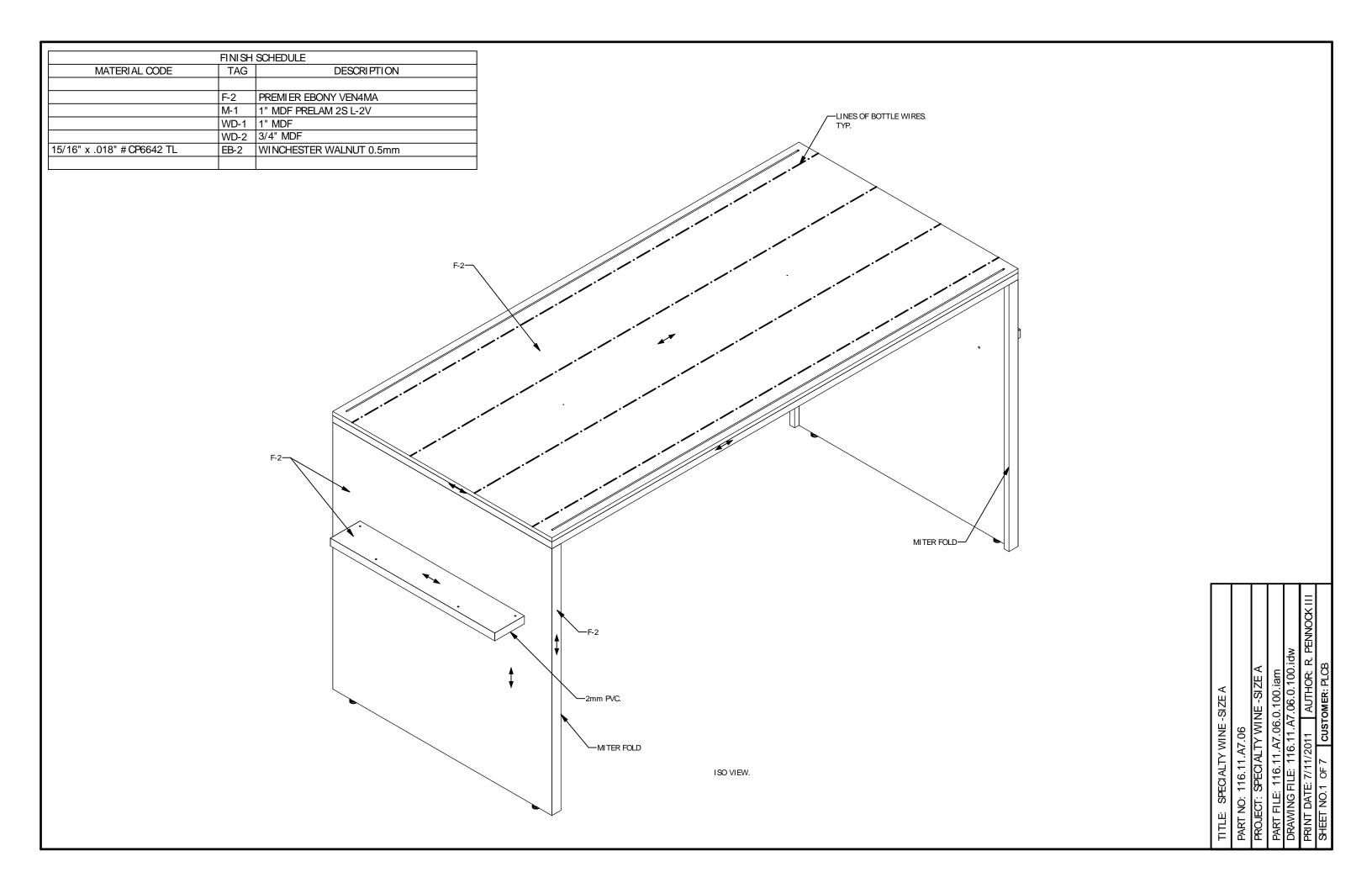


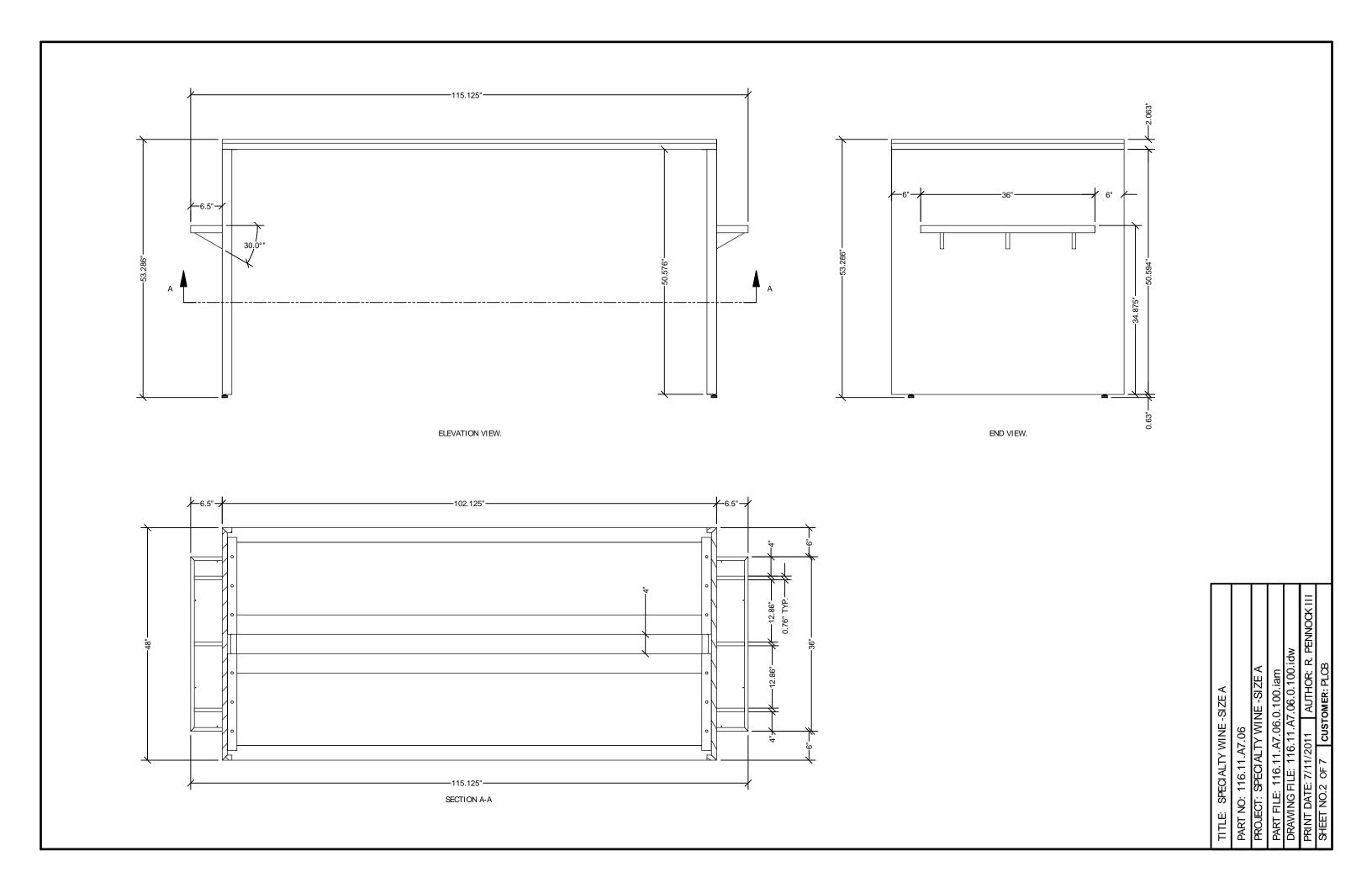


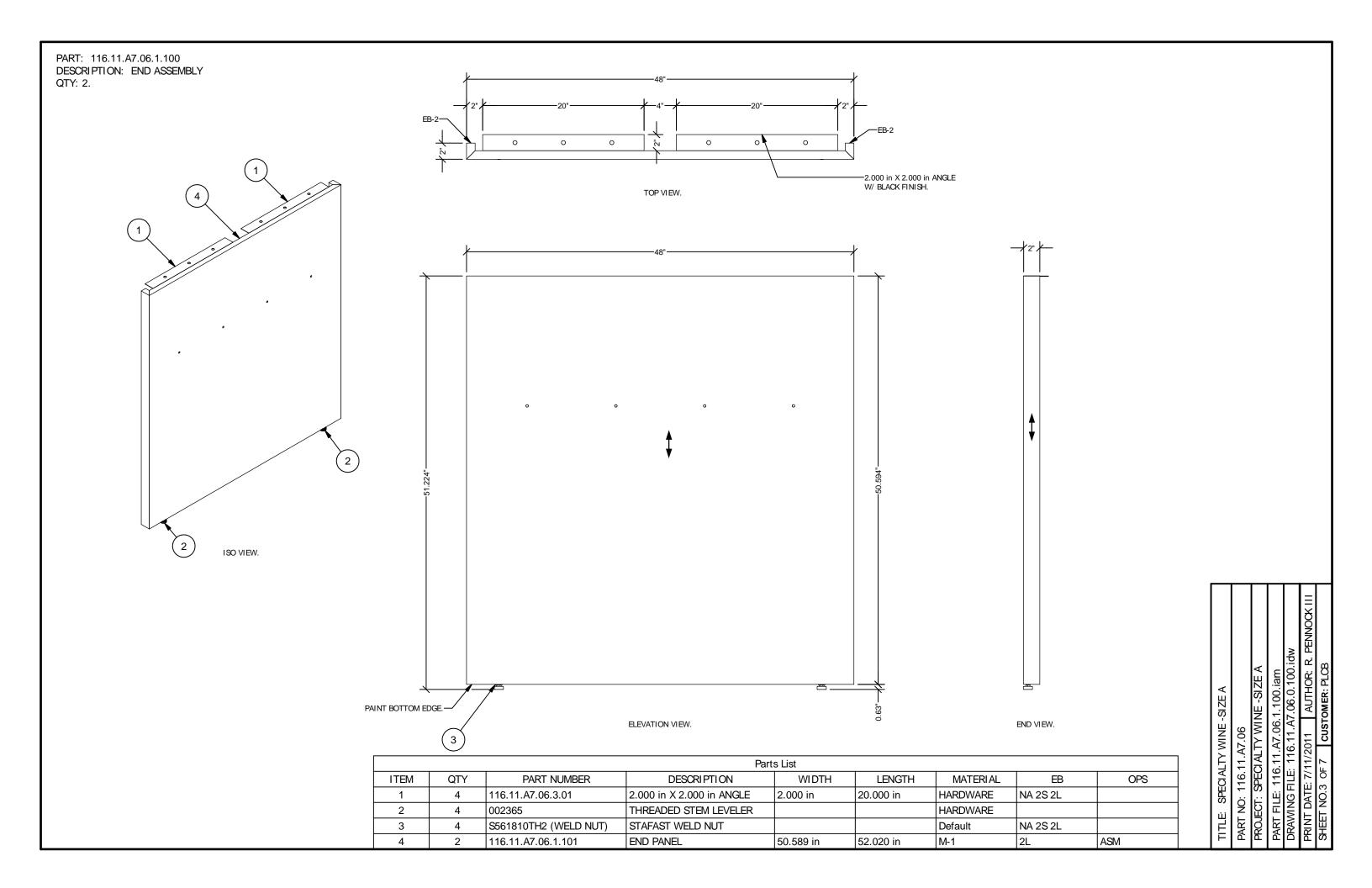


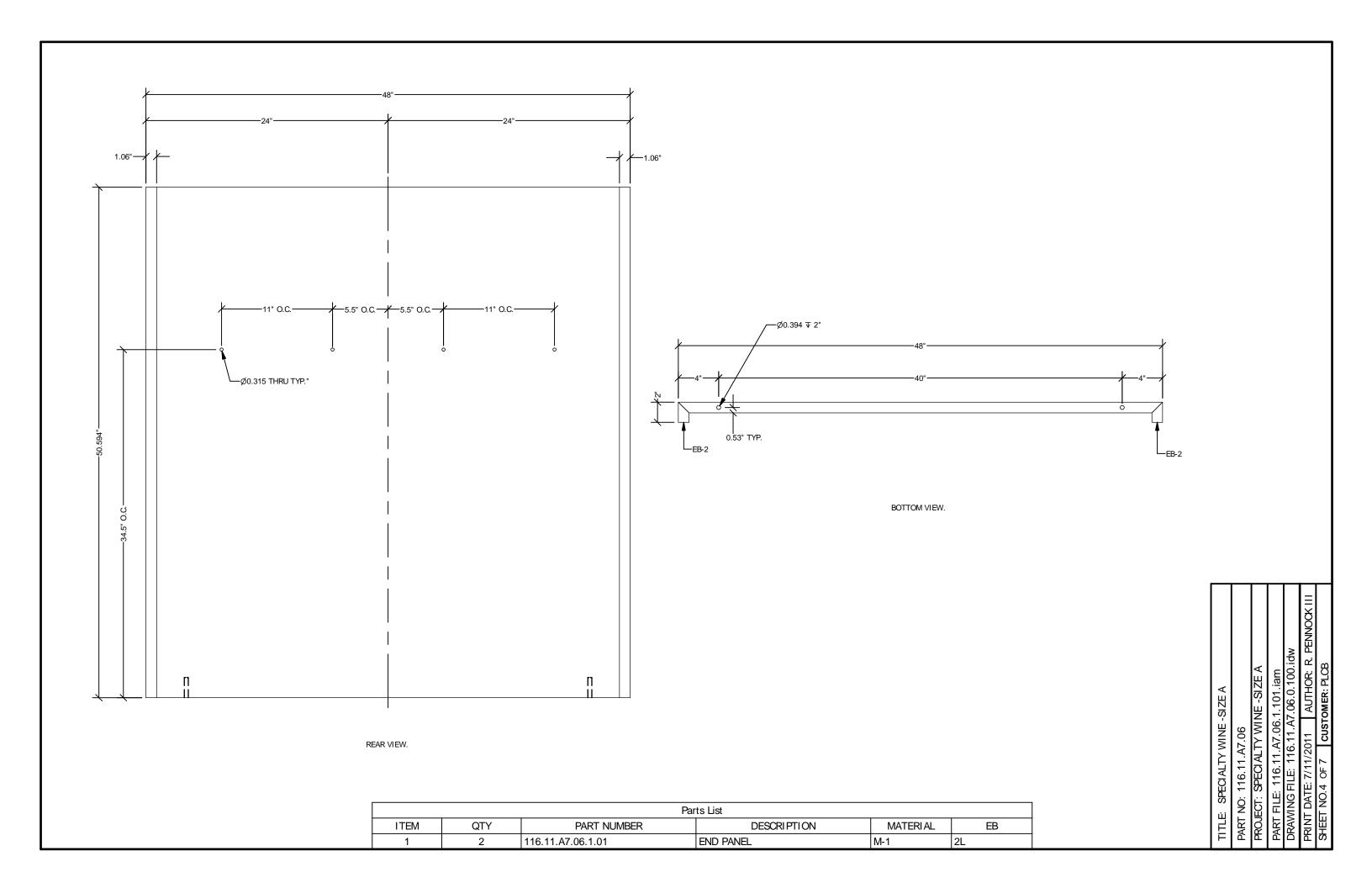


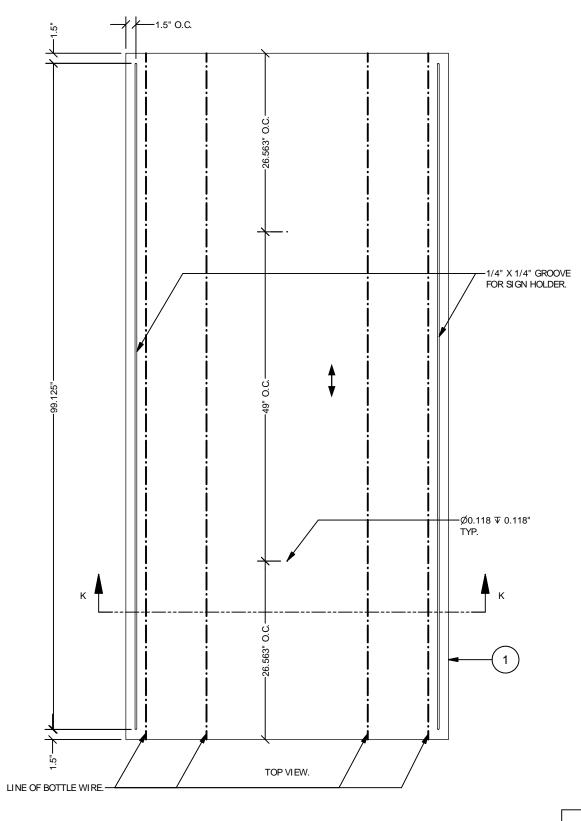


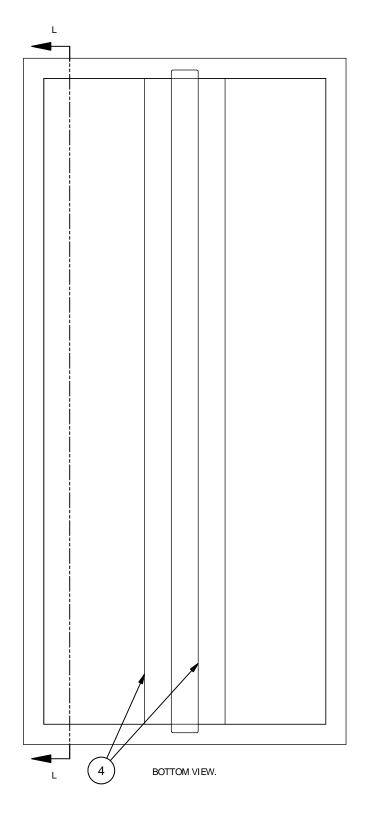












ART NO: 116.11.A7.06

ROJECT: SPECIALTY WINE -SIZE A

ROJECT: SPECIALTY WINE -SIZE A

ART FILE: 116.11.A7.06.2.100.iam

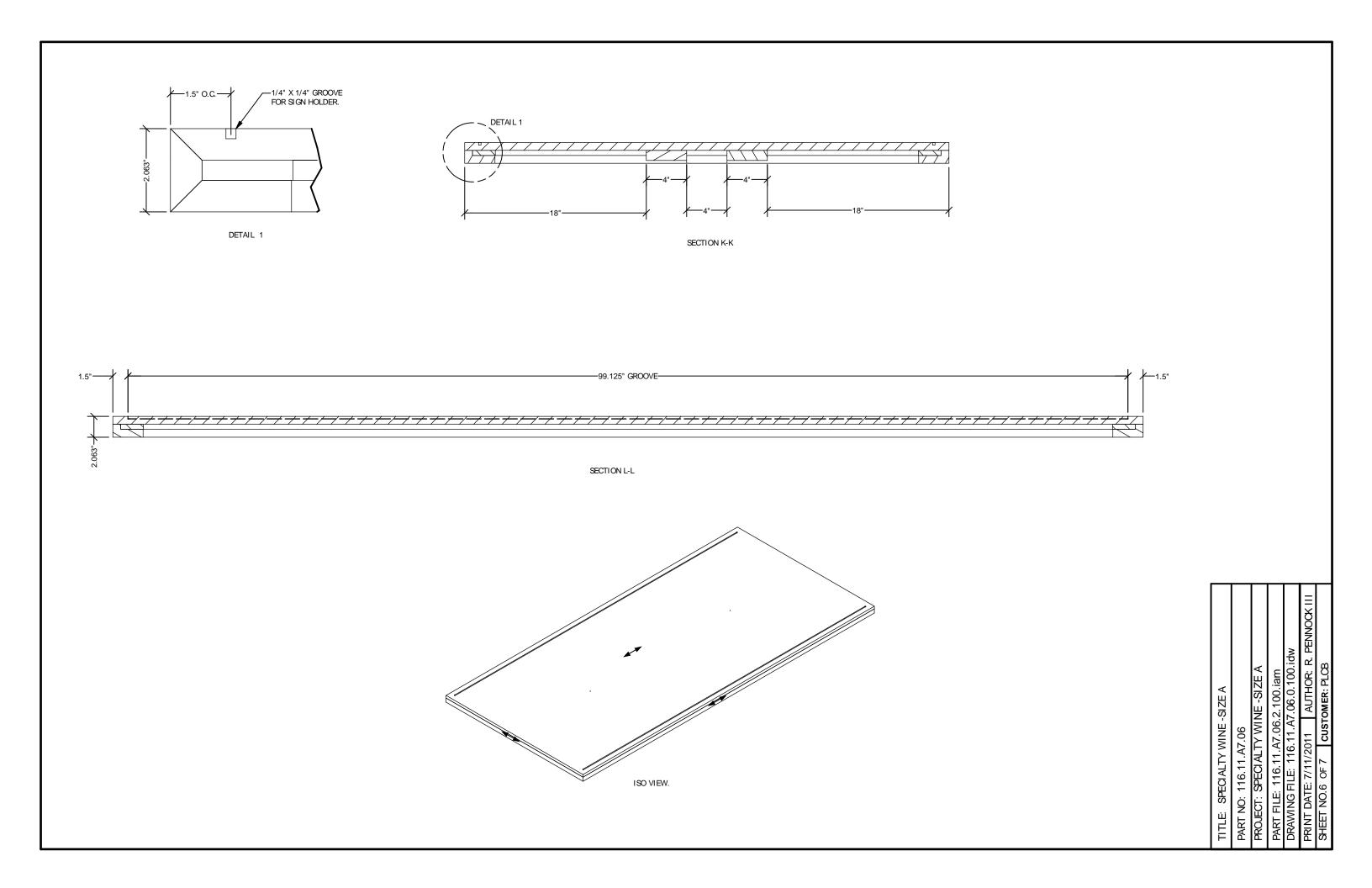
RAWING FILE: 116.11.A7.06.0.100.iam

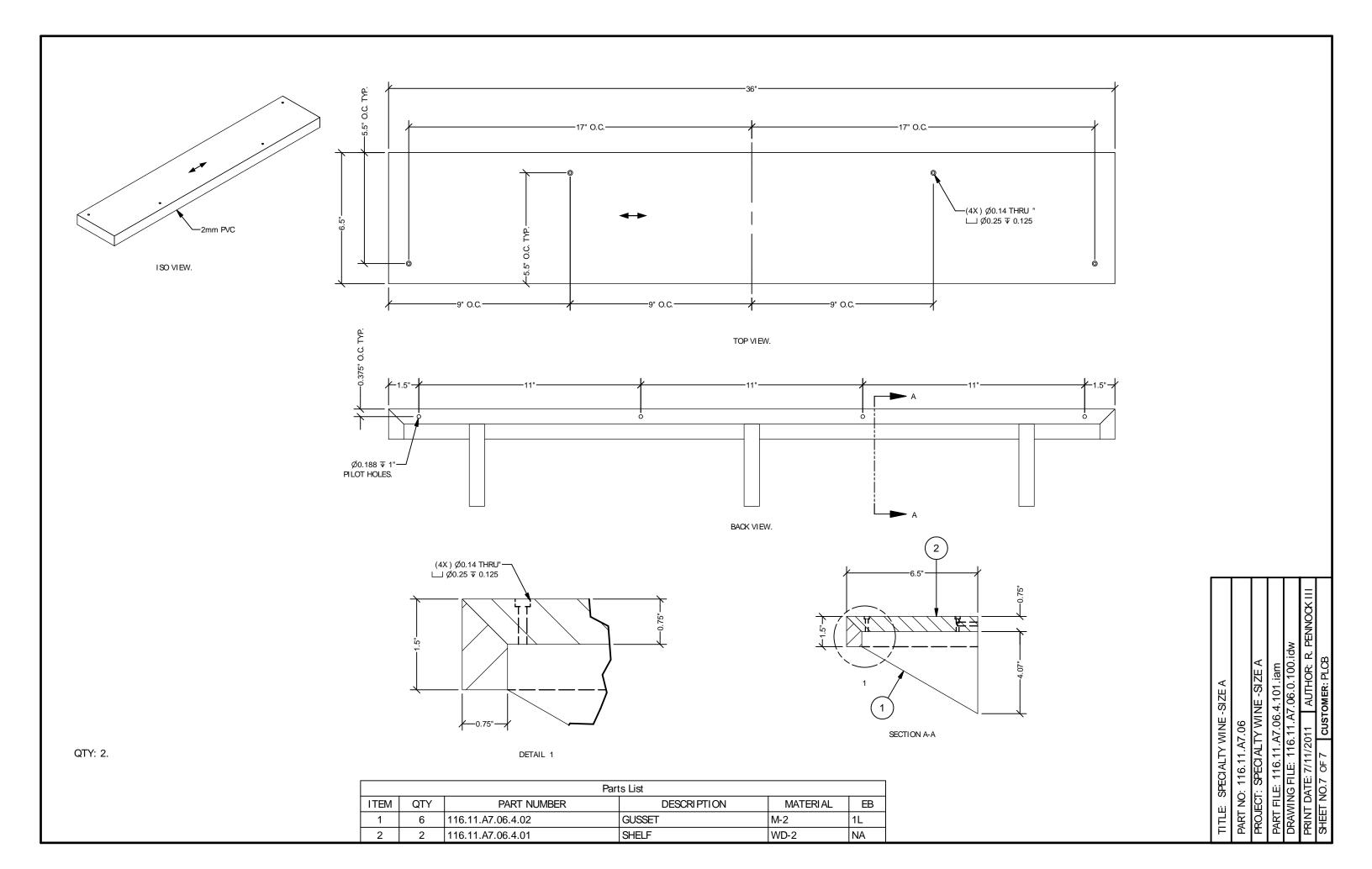
RINT DATE: 7/11/2011 | AUTHOR: FILET NO.5 OF 7 | CUSTOMER: PLOR

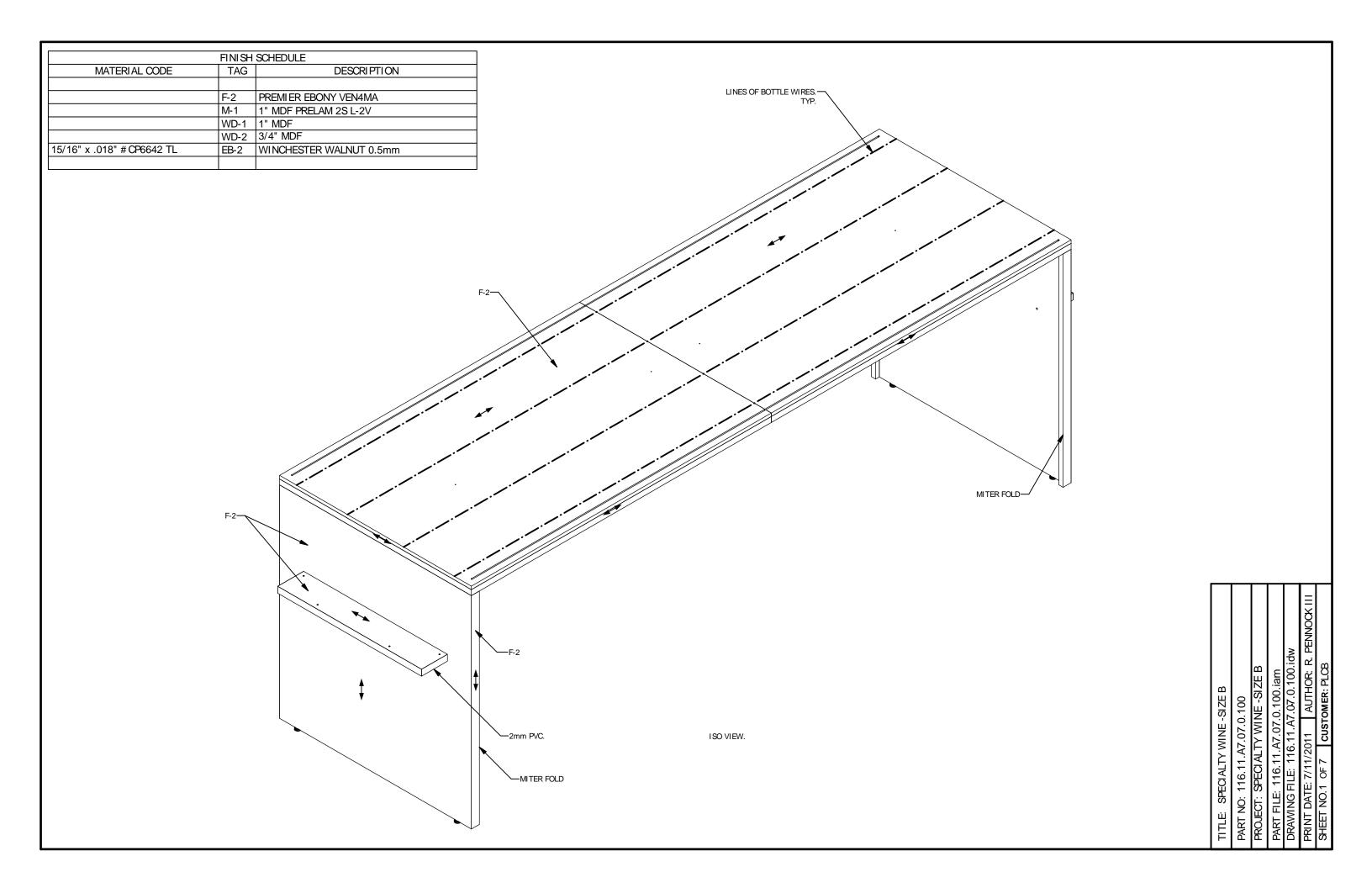
QTY: 1.
NOTE: ASSEN

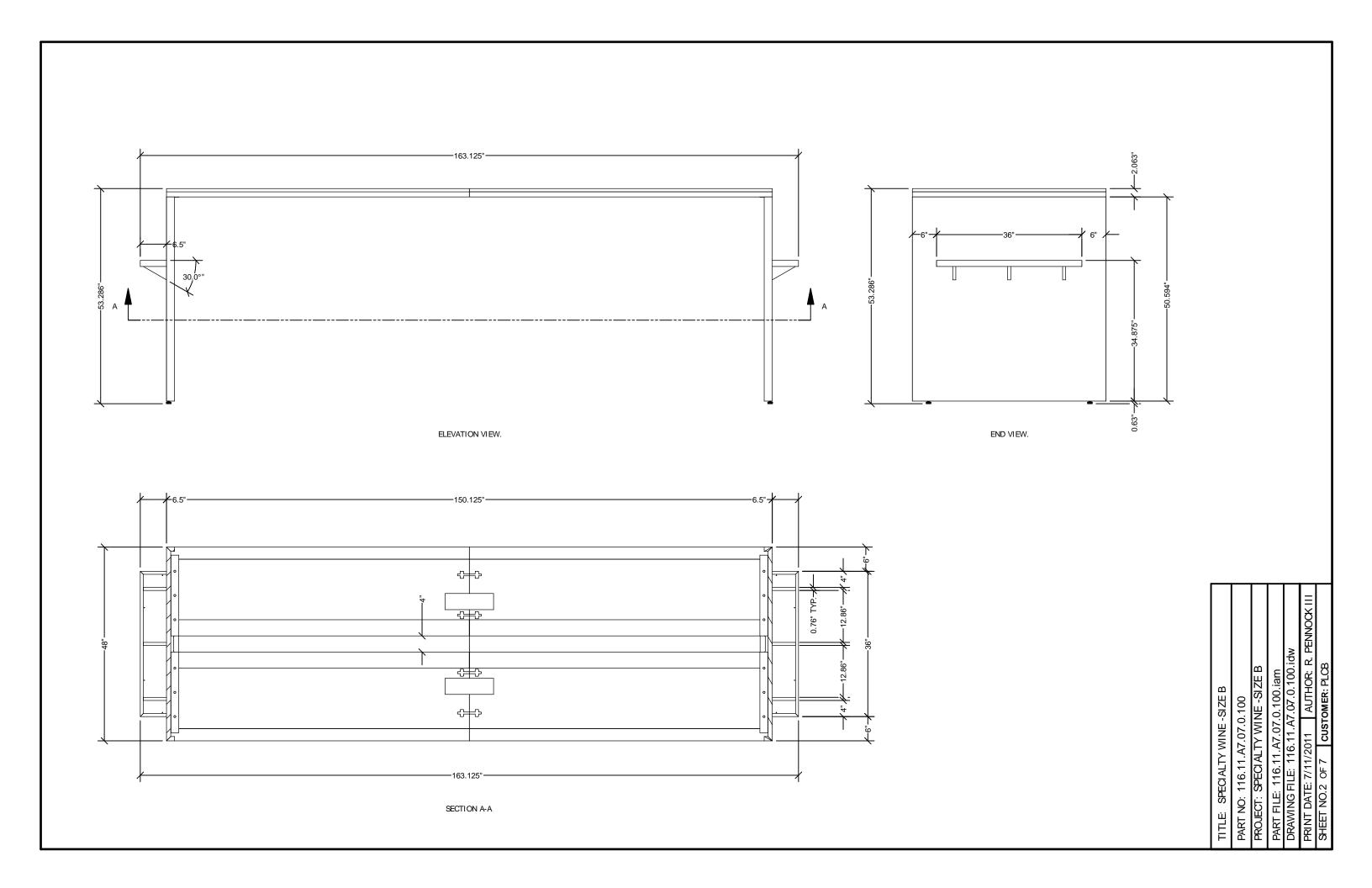
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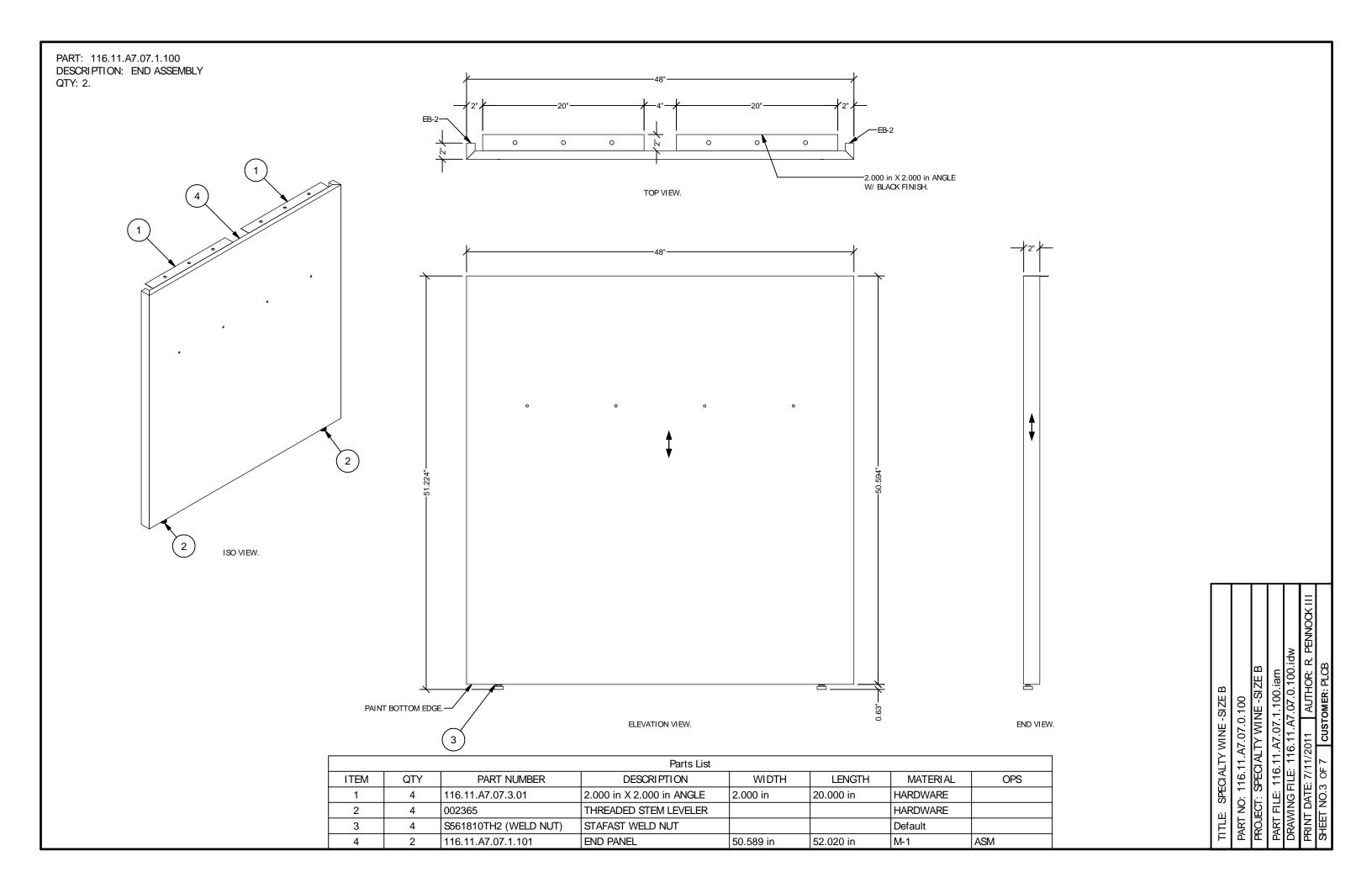
TOP - 116.A7.02.2.100 - Parts List] [7.	ا چا	6.11
ITEM	QTY	PART NUMBER	DESCRIPTION	WIDTH	LENGTH	MATERIA	EB	OPS	등	16.) 등	116
1	1	116.11.A7.06.2.01	TOP	48.000 in	102.125 in	M-1	NA	ASM] K		رن ن	щ
4	2	116.11.A7.06.2.04	TOP SUPPORT CLEAT	4.000 in	96.063 in	WD-1	NA	ASM	نن	١ž		匝
6	1	116.11.A7.06.1.03	TOP	46.438 in	100.563 in	M-1	NA	ASM		格	ğ	٩RT
7	1	116.11.A7.06.1.04	TOP	48.000 in	102.125 in	M-1	NA	ASM	F	9	▝	9

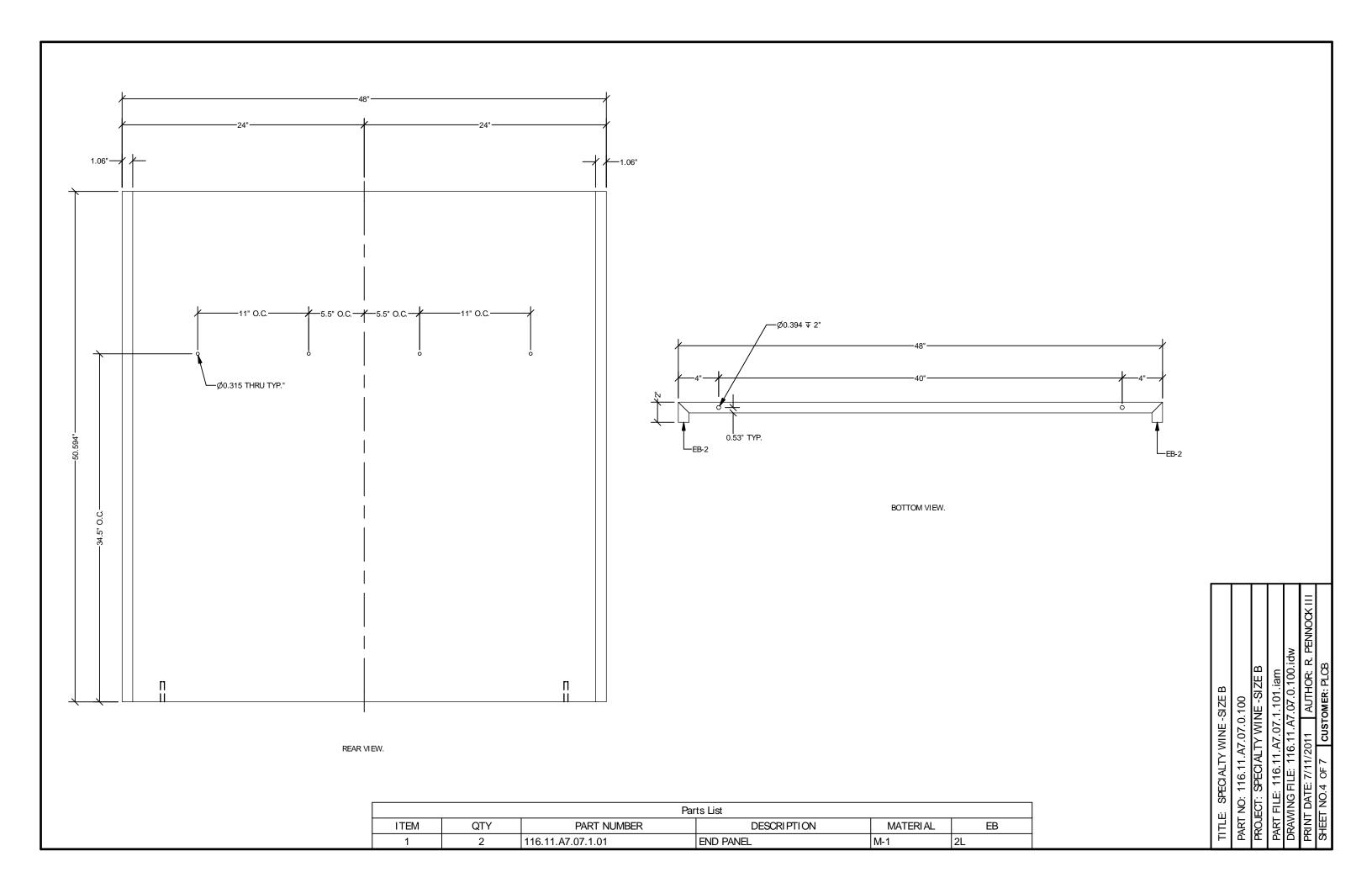


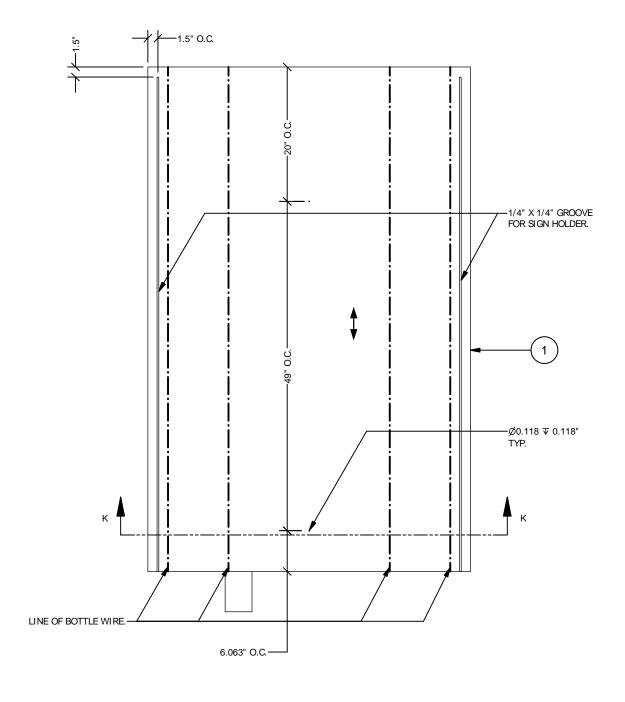












TOP VIEW.

(4)-SEND LOOSE TO BE ASSEMBLED ON SITE.

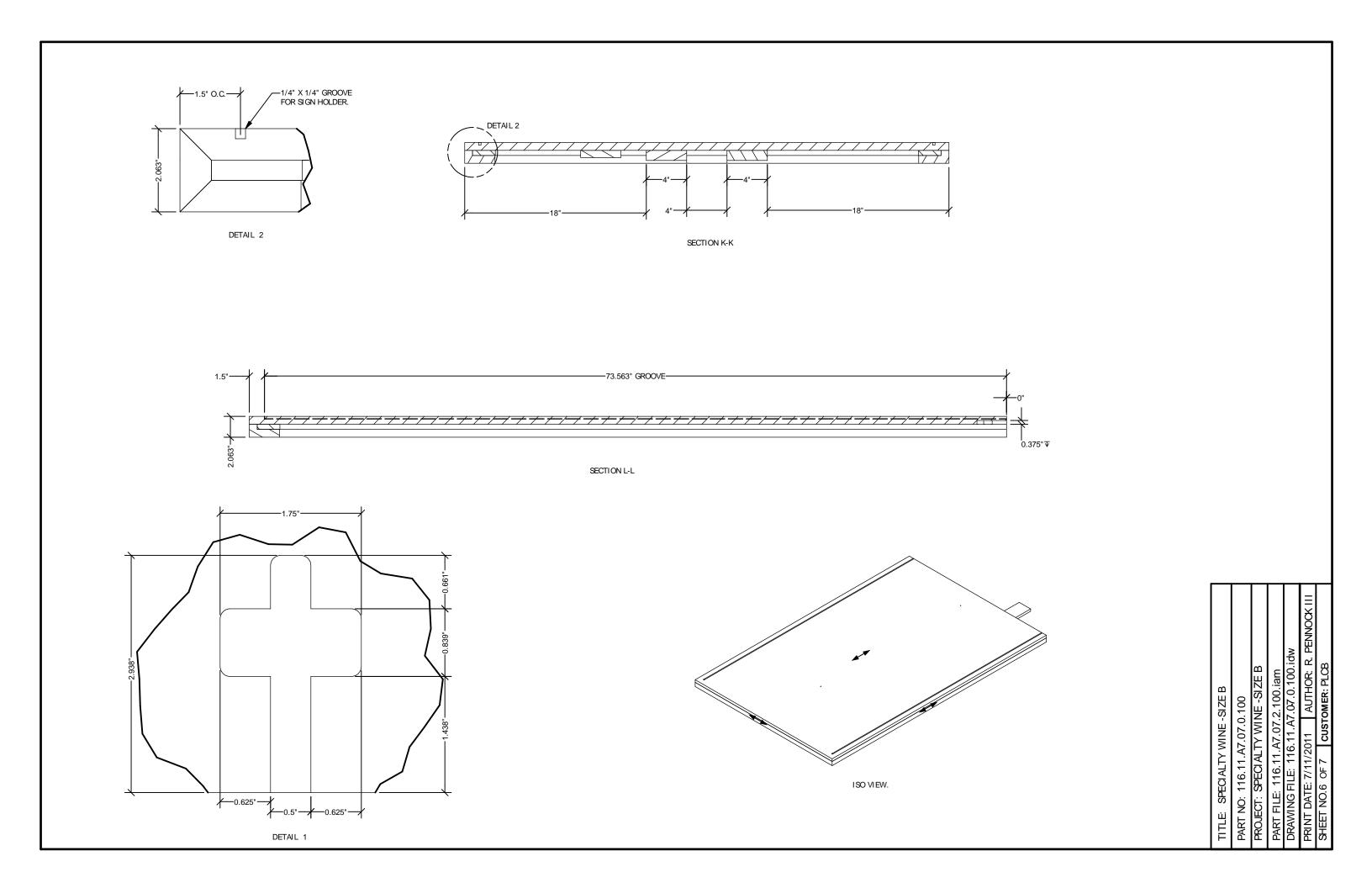
BOTTOM VIEW.

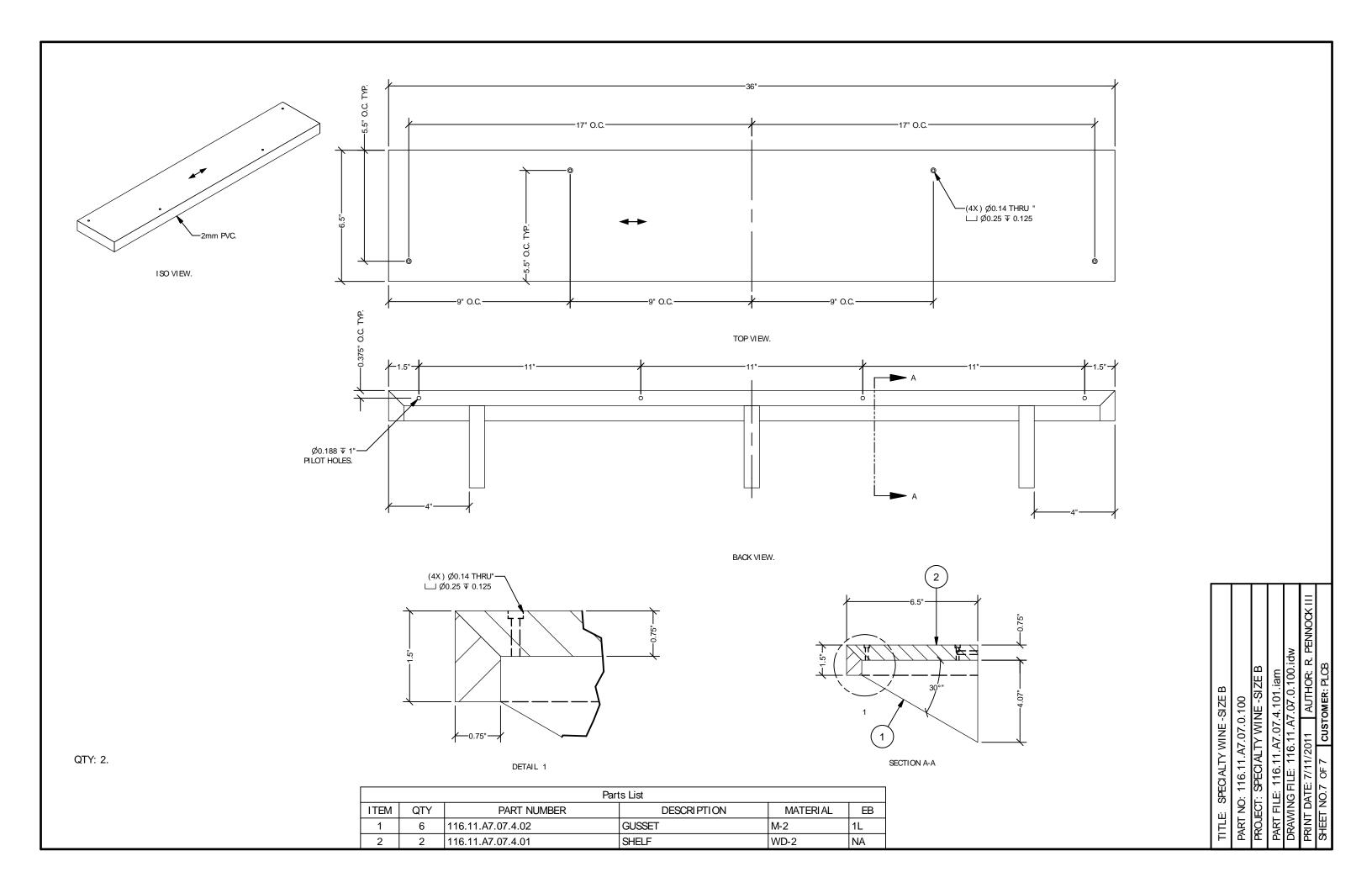
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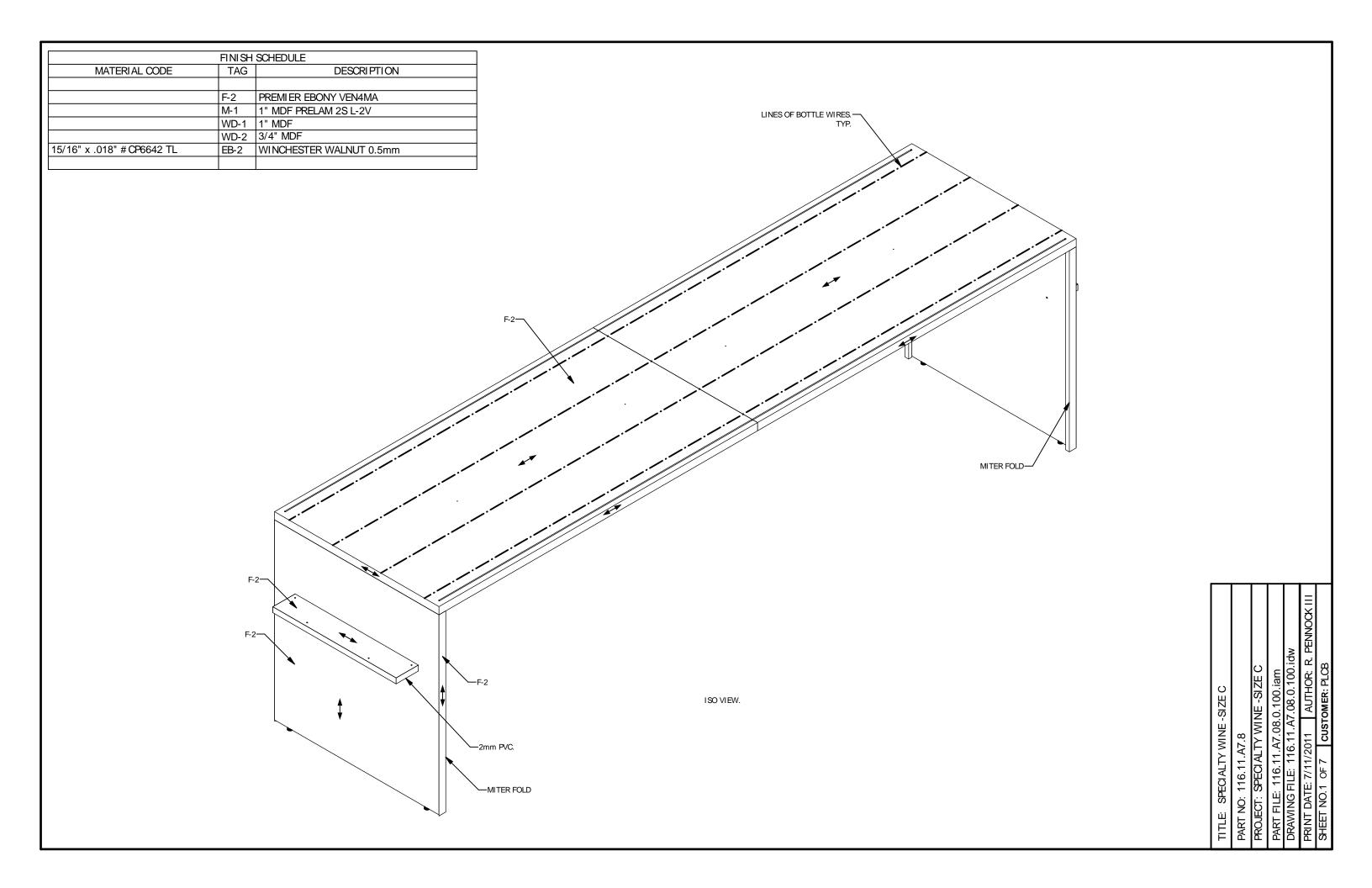
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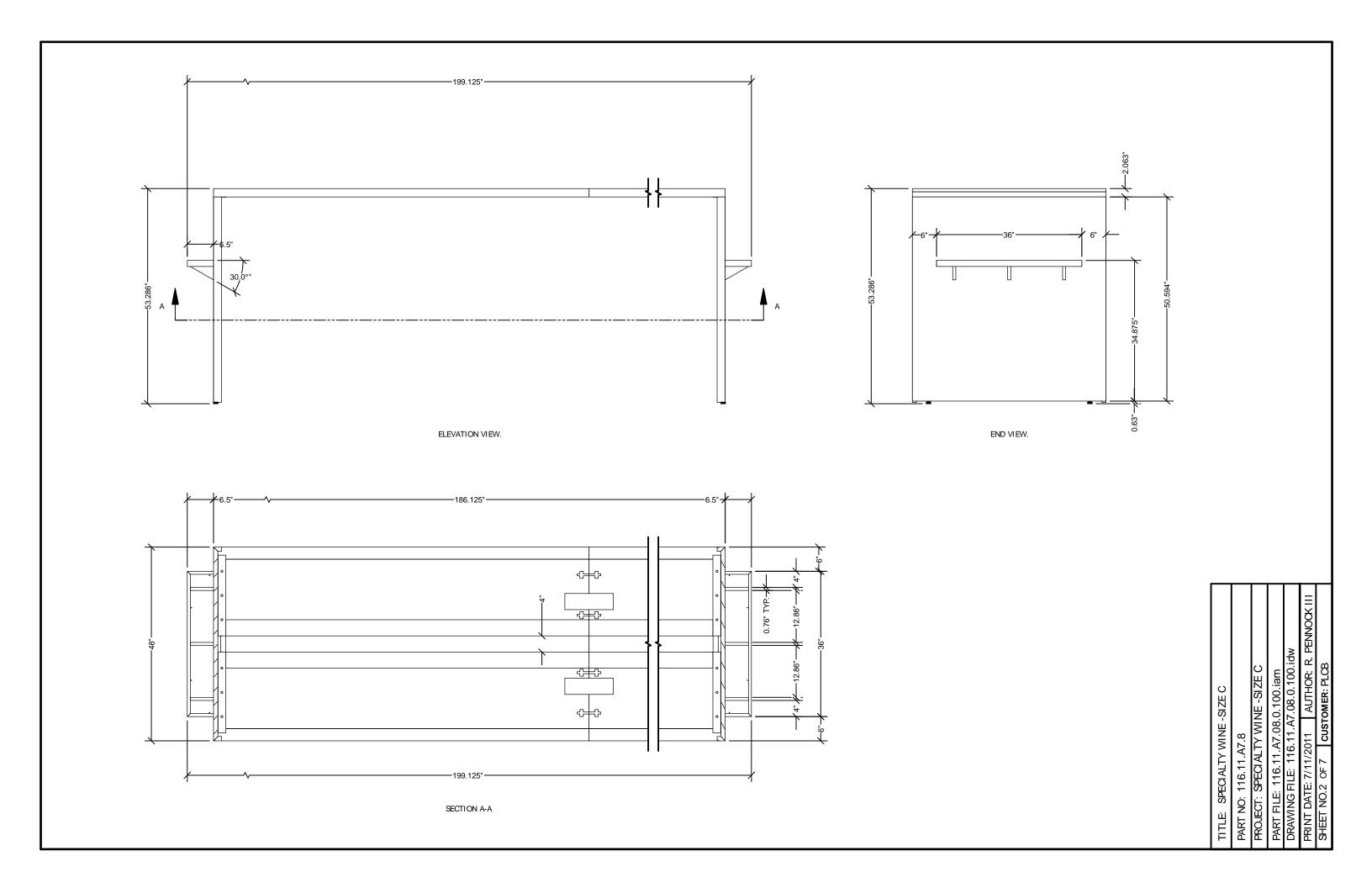
									WIN	0	にし	٧.	Ξ	
		TOP - 116.A7.02.2.100 - Parts List									A7.	ĿΙ	_	è
	ITEM	QTY	PART NUMBER	DESCRIPTION	WIDTH	LENGTH	MATERIA	EB	OPS	֓֞֝֟֝֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓	1.	[종	Ξ.	÷
	1	1	116.11.A7.07.2.01	TOP	48.000 in	75.063 in	M-1	NA	ASM	S	16.	띯	116	ш
	4	2	116.11.A7.07.2.04	TOP SUPPORT CLEAT	4.000 in	72.000 in	WD-1	NA	ASM	SPEC	_	() 	ij	יח
	5	1	116.11.A7.07.2.05	TOP ALIGNMENT CLEAT	4.000 in	12.000 in	WD-3	NA	ASM] 山	ΙžΙ	띱	티	Z
	7	1	116.11.A7.07.1.03	TOP	46.438 in	74.281 in	M-1	NA	ASM] [格	Įδί	씱	2
	8	1	116.11.A7.07.1.04	TOP	48.000 in	75.063 in	M-1	NA	ASM] F	9	<u> </u>	9	ב

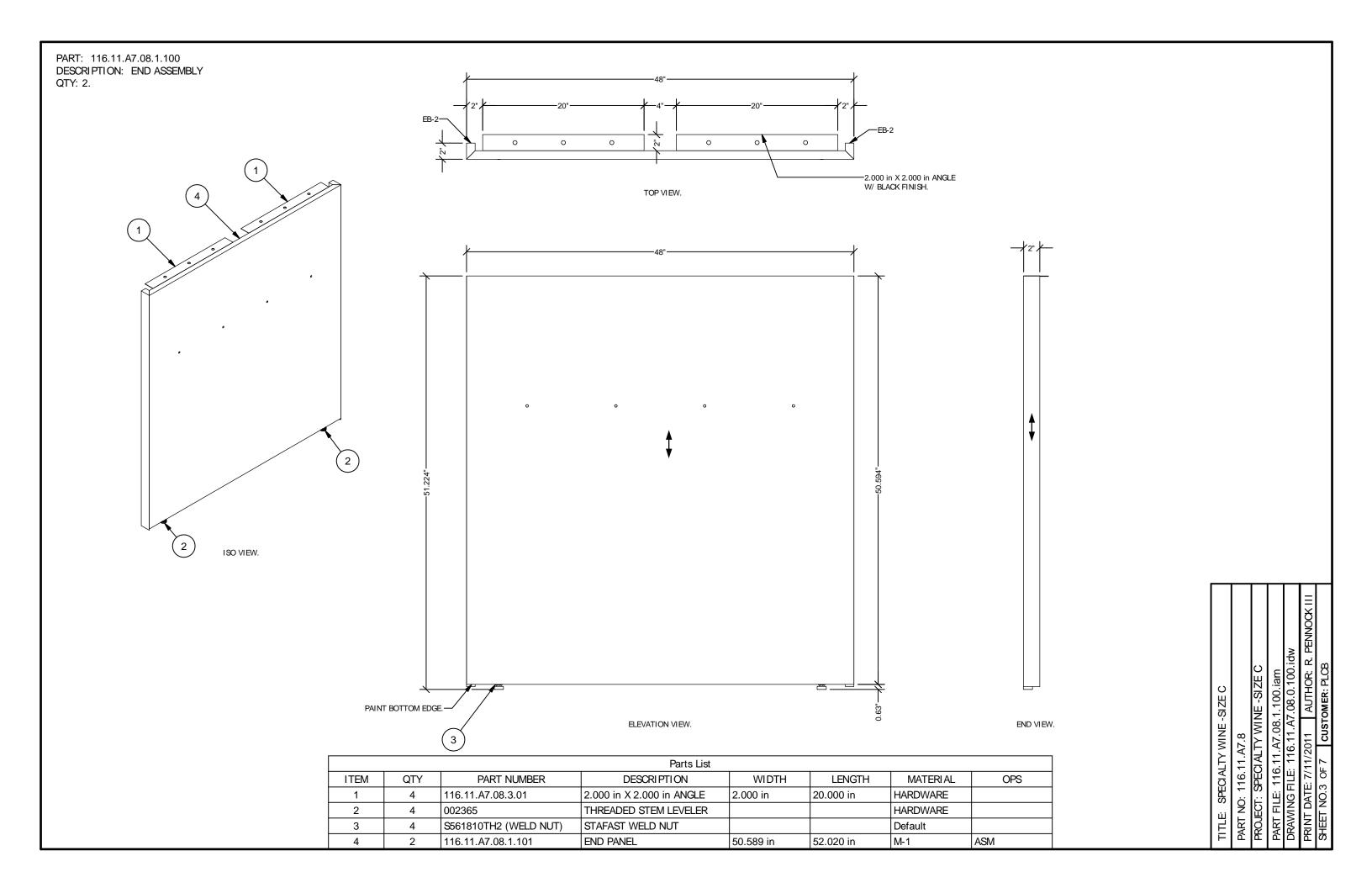
AE -SIZE B

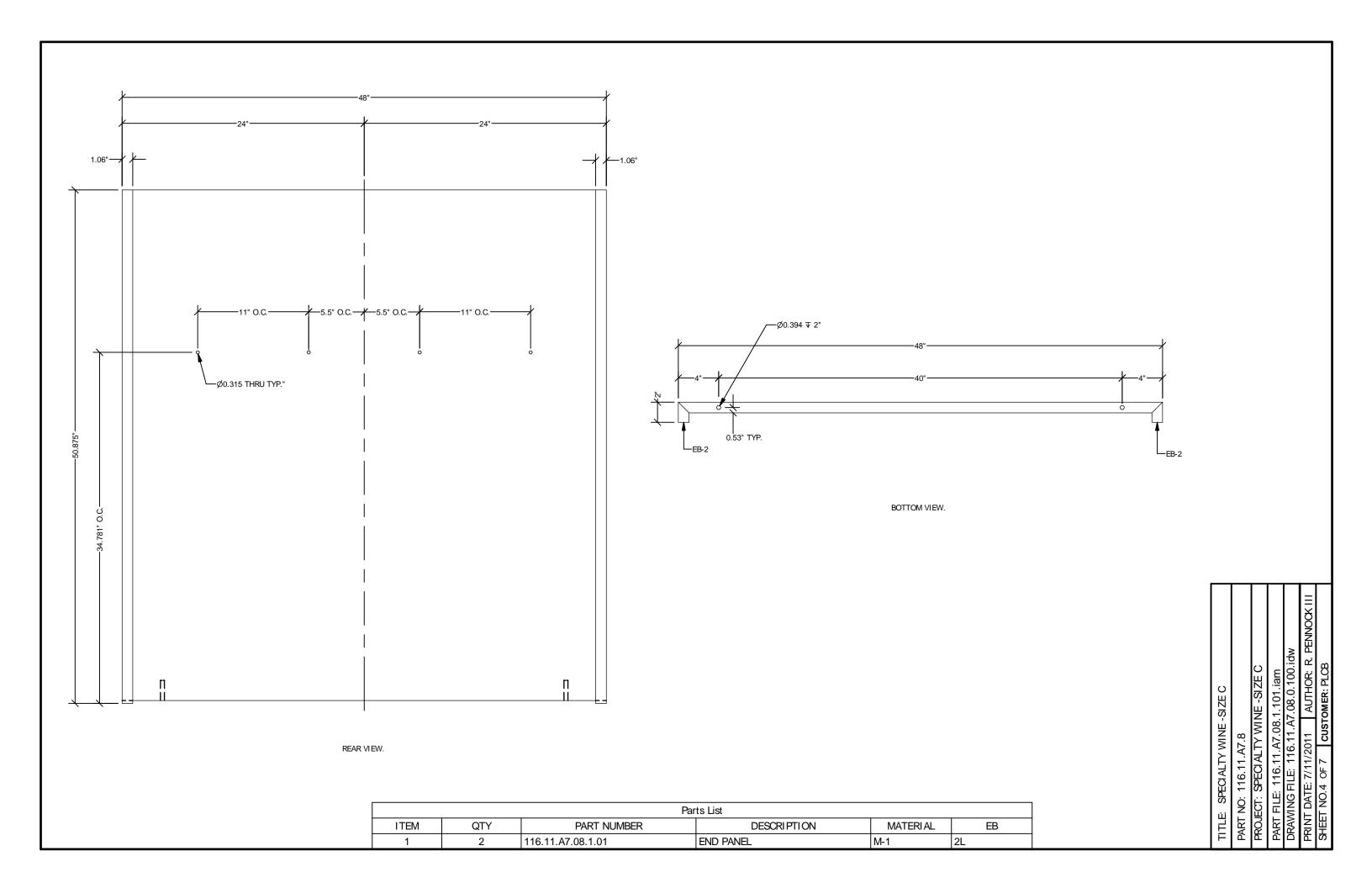


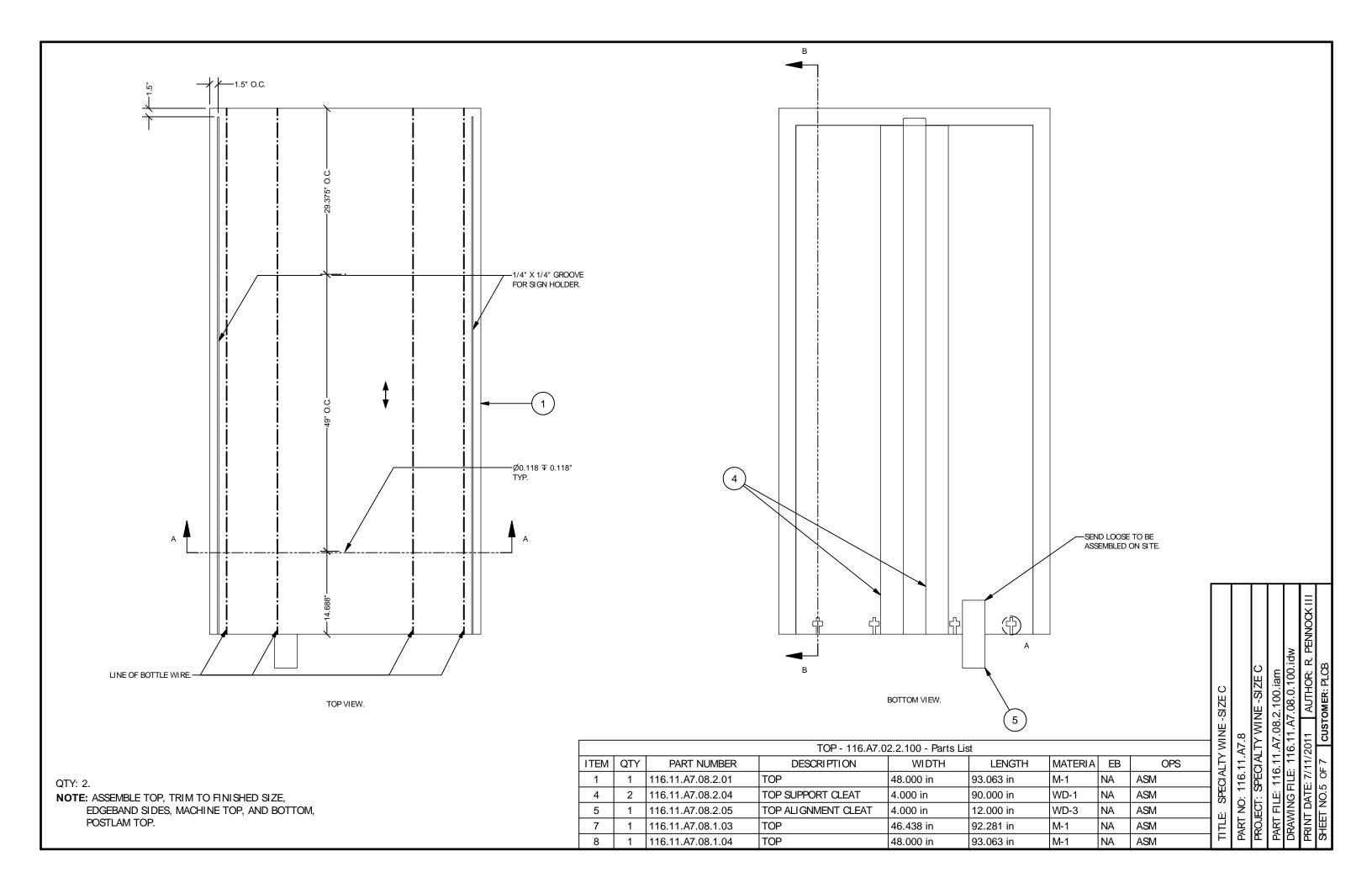


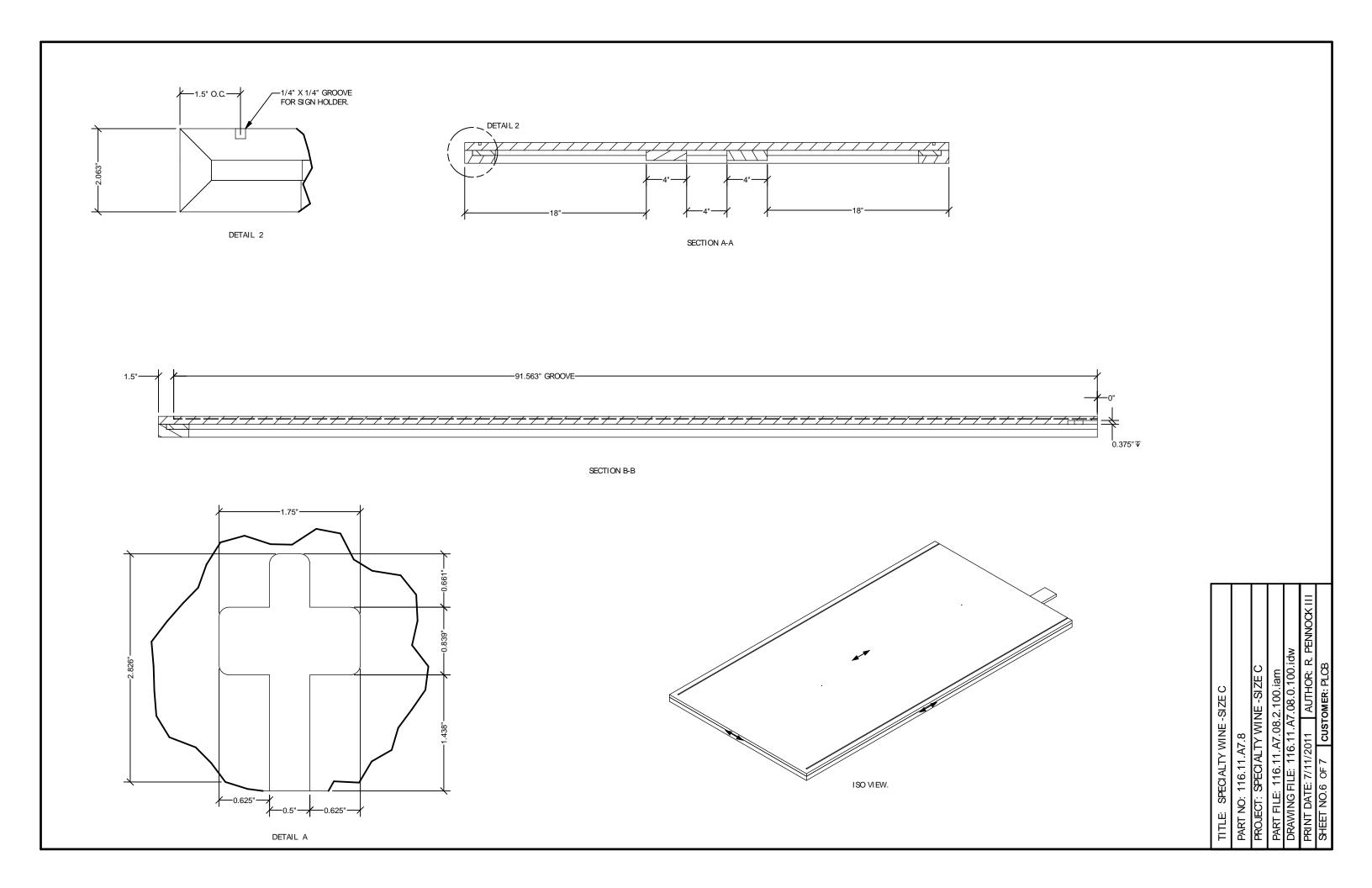


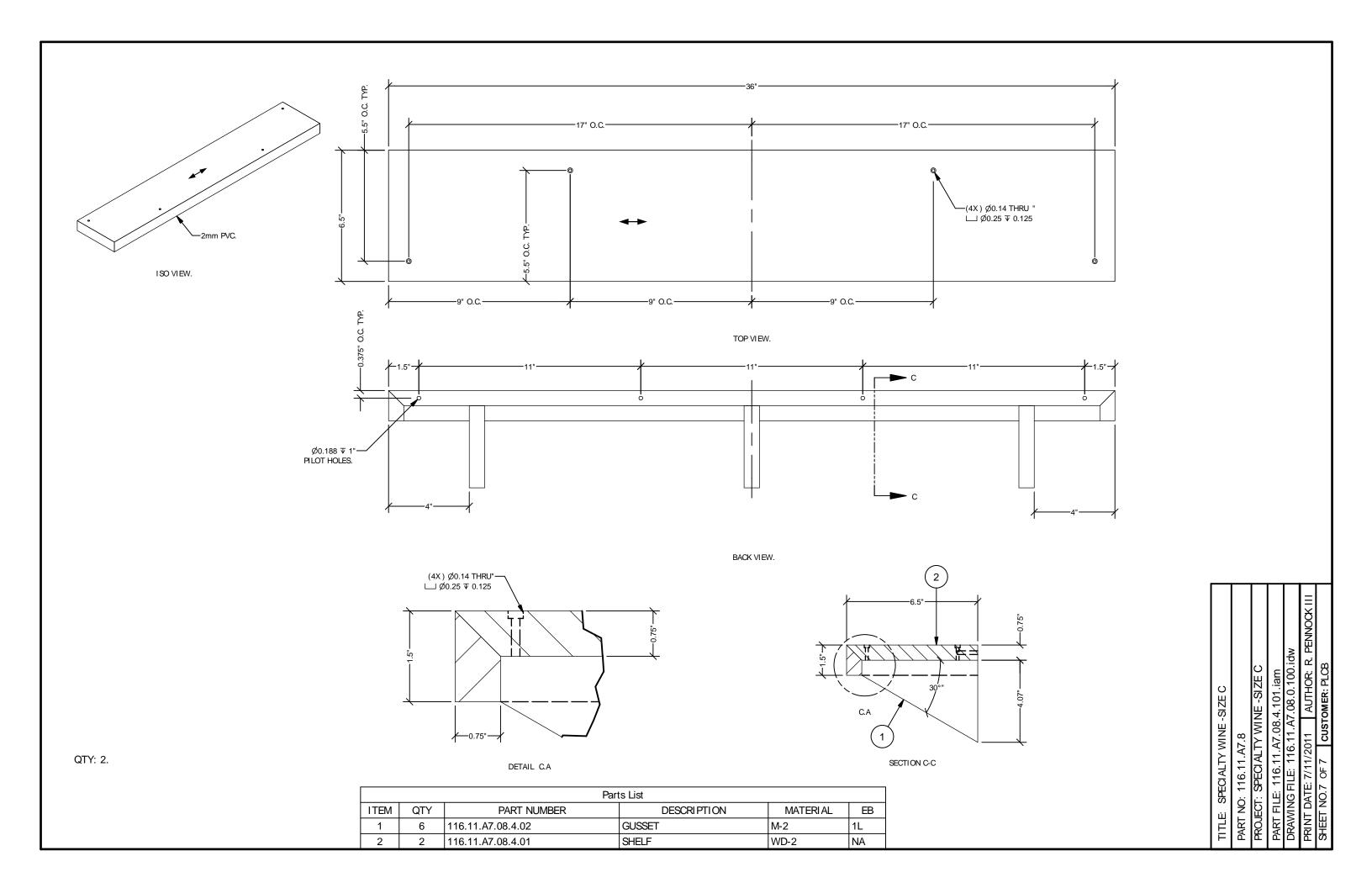




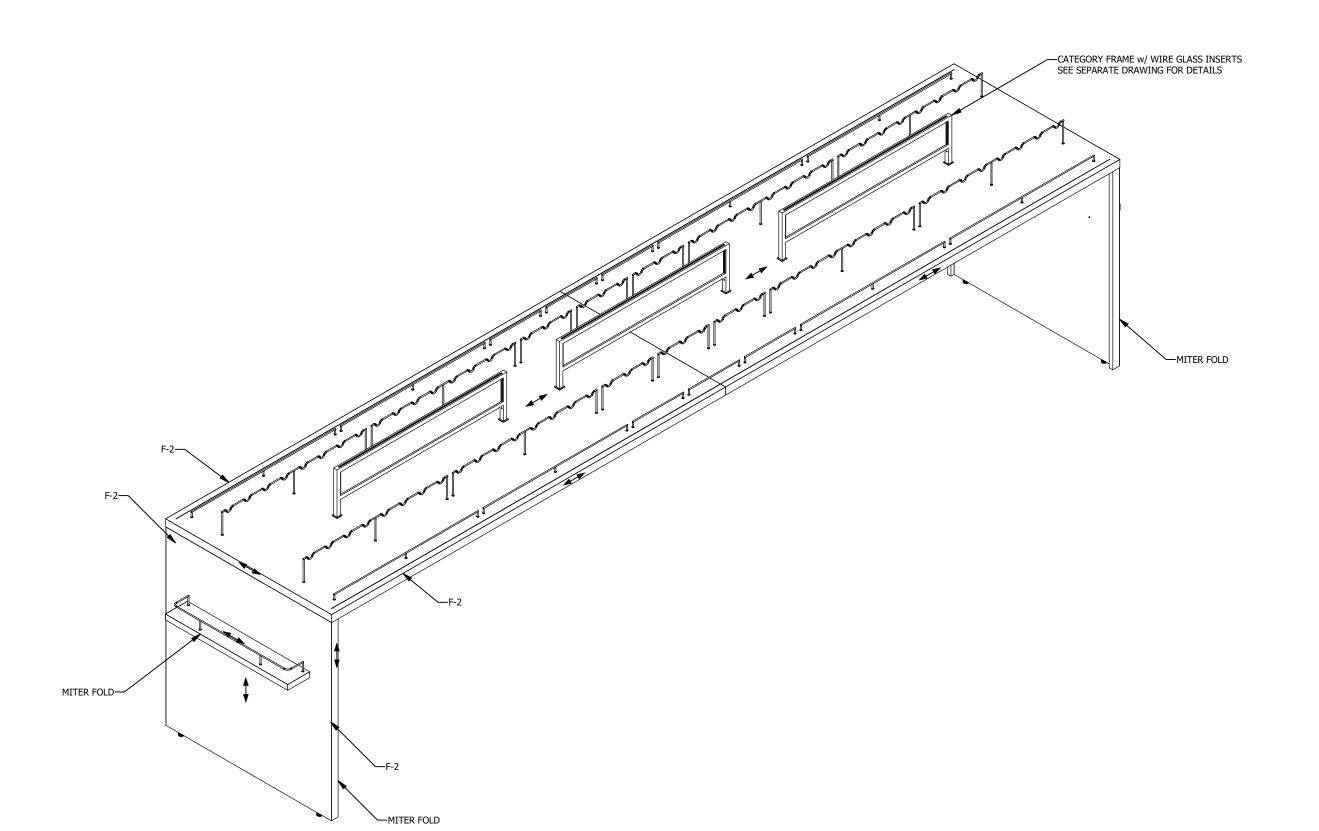








	FINISH SCHEDULE								
MFC	DESCRIPTION	MATERIAL CODE	PAINT	VAC PRESS					
L-9	EBONY VEN4MA 1-S/1-S Backer 5X10X3/4 MDF	116.PUR.08							
L-11	EBONY VEN4MA 1-S/1-S BACKER 5X10X1 MDF	116.PUR.32							
WD-3	MULTI-PLY PLYWOOD 1/2X48X96	PLY.MP.16048096							
EB-2	1-1/4" x .028" #7962	LAM.7962VT.4X8V							



ISO VIEW

LOCATION: C:_Vault Workspace_Projects\PLCB\A7 Gondolas\116.11.A7.09 (Feature Wine-Size D)\116.11.A7.9.0.100.idw

PART FILE: 116.11.A7.9.0.100

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TCM STANDARD TOLERANCES

WOOD COMPONENTS: ±.031"

FOR MITERS, BEVELS & ANGLES ±.5' FOR MACHINING & HOLE CENTERS ±.015"

METAL PARTS: ±.020"
FOR FORMED ANGLES ±.5'
HOLE CENTERS & NOTCHES ±.015"

(ALL DRAWINGS N.T.S. UNLESS OTHERWISE NOTED)



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TITLE: A7.9 FEATURE WINE -SIZE D

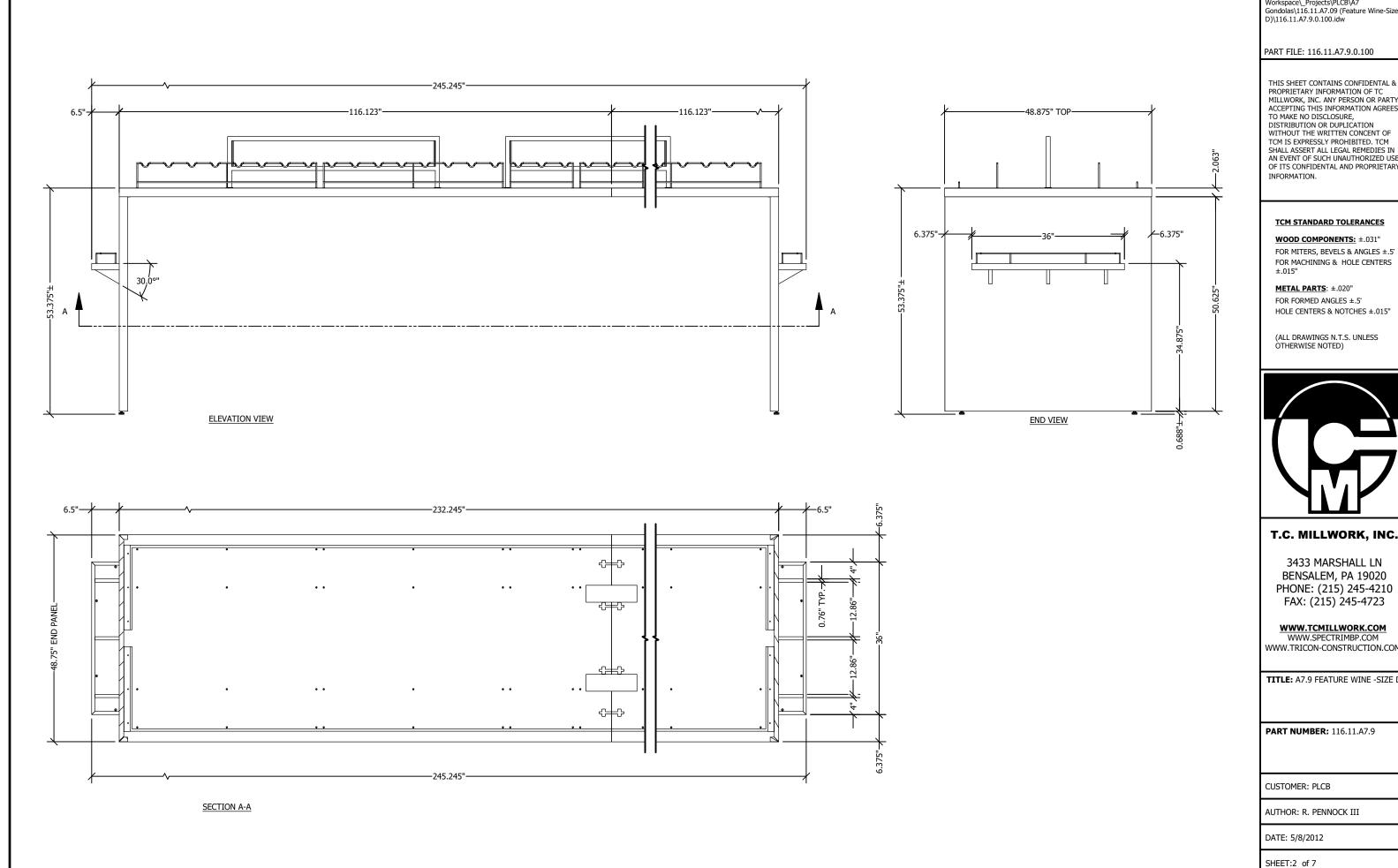
PART NUMBER: 116.11.A7.9

CUSTOMER: PLCB

AUTHOR: R. PENNOCK III

DATE: 5/8/2012

SHEET:1 of 7



LOCATION: C:_Vault Workspace_Projects\PLCB\A7 Gondolas\116.11.A7.09 (Feature Wine-Size

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WOOD COMPONENTS: ±.031"

FOR MACHINING & HOLE CENTERS

FOR FORMED ANGLES ±.5° HOLE CENTERS & NOTCHES ±.015"

(ALL DRAWINGS N.T.S. UNLESS OTHERWISE NOTED)



T.C. MILLWORK, INC.

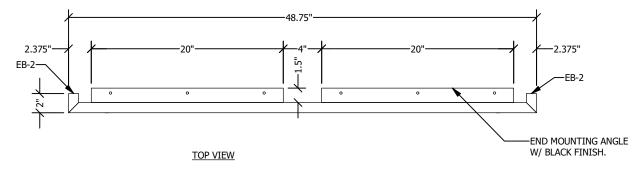
3433 MARSHALL LN BENSALEM, PA 19020 PHONE: (215) 245-4210 FAX: (215) 245-4723

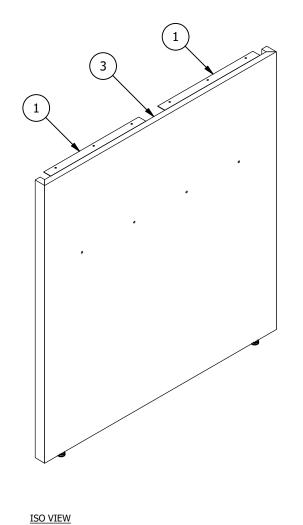
WWW.TRICON-CONSTRUCTION.COM

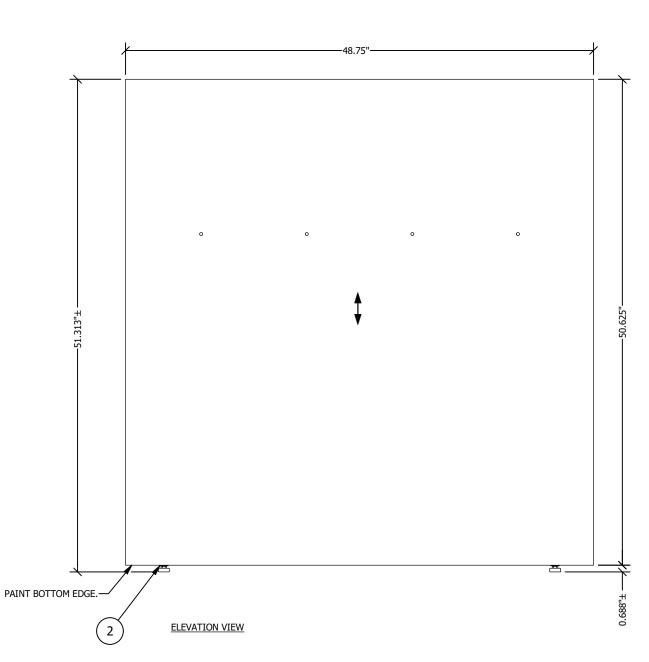
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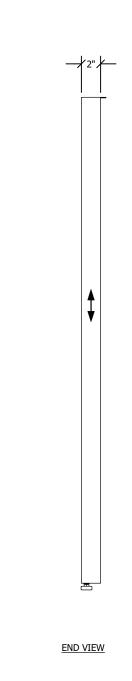
PART: 116.11.A7.9.1.100 DESCRIPTION: END ASSEMBLY

QTY: 2/UNIT









	Parts List								
ITEM	QTY	PART NUMBER	DESCRIPTION	WIDTH	LENGTH	MFC	EB	OPS	
3	2	116.11.A7.01.1.01	END PANEL	50.589 in	52.020 in	L-11	2L	ASM	
1	4	116.11.70.001	END MOUNTING ANGLE	1.500 in	20.000 in	HW		ASSM	
2	4	S561810TH2 (WELD NUT)	STAFAST WELD NUT			HW		ASSM	

LOCATION: C:_Vault Workspace_Projects\PLCB\A7 Gondolas\\116.11.A7.09 (Feature Wine-Size D)\\116.11.A7.9.0.100.idw

PART FILE: 116.11.A7.9.1.100

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TCM STANDARD TOLERANCES

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FOR MITERS, BEVELS & ANGLES ±.5'

FOR MACHINING & HOLE CENTERS
±.015"

METAL PARTS: ±.020"
FOR FORMED ANGLES ±.5'
HOLE CENTERS & NOTCHES ±.015"

(ALL DRAWINGS N.T.S. UNLESS OTHERWISE NOTED)



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TITLE: A7.9 FEATURE WINE -SIZE D

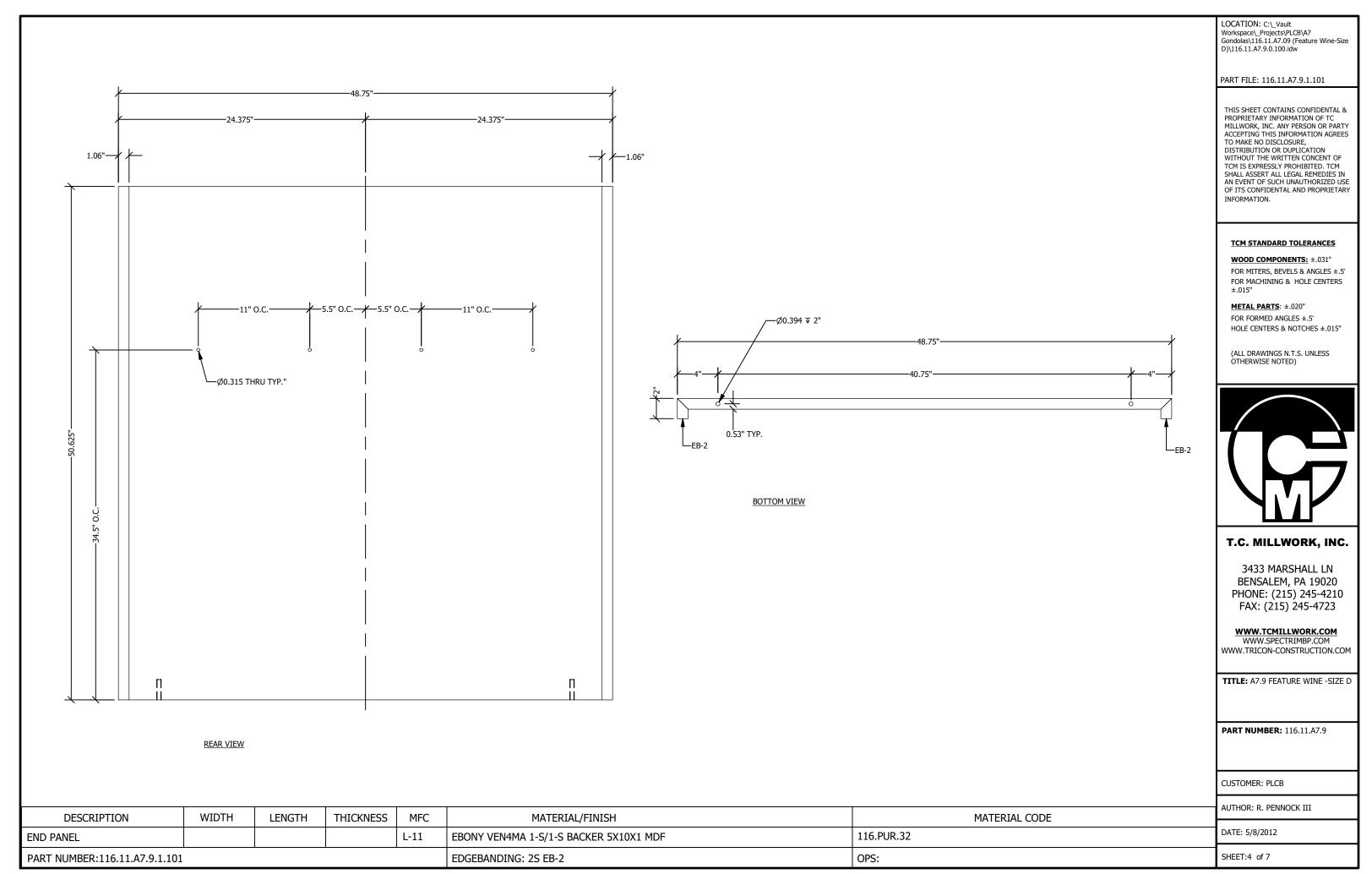
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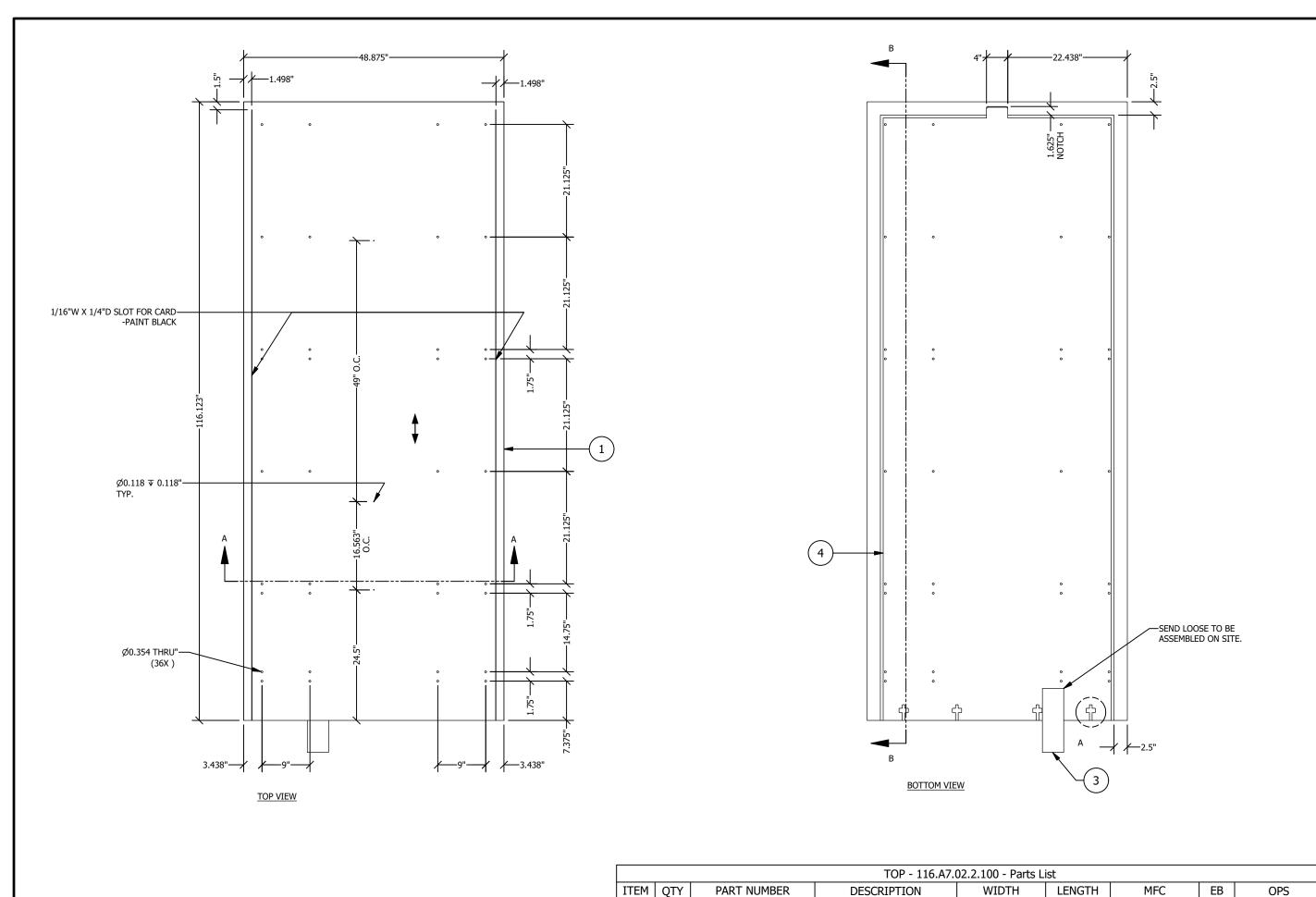
CUSTOMER: PLCB

AUTHOR: R. PENNOCK III

DATE: 5/8/2012

SHEET:3 of 7





116.11.A7.9.2.01

116.11.A7.02.2.05

116.11.A7.9.2.06

3

3

48.875 in

4.000 in

2.25

TOP ALIGNMENT CLEAT

TOP SPACER

116.123 in |L-9

WD-2

WD-3

12.000 in

96

LOCATION: C:_Vault Workspace_Projects\PLCB\A7 Gondolas\116.11.A7.09 (Feature Wine-Size D)\116.11.A7.9.0.100.idw

PART FILE: 116.11.A7.9.2.100

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FOR MACHINING & HOLE CENTERS

METAL PARTS: ±.020"
FOR FORMED ANGLES ±.5'
HOLE CENTERS & NOTCHES ±.015"

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TITLE: A7.9 FEATURE WINE -SIZE D

PART NUMBER: 116.11.A7.9

CUSTOMER: PLCB

AUTHOR: R. PENNOCK III

DATE: 5/8/2012

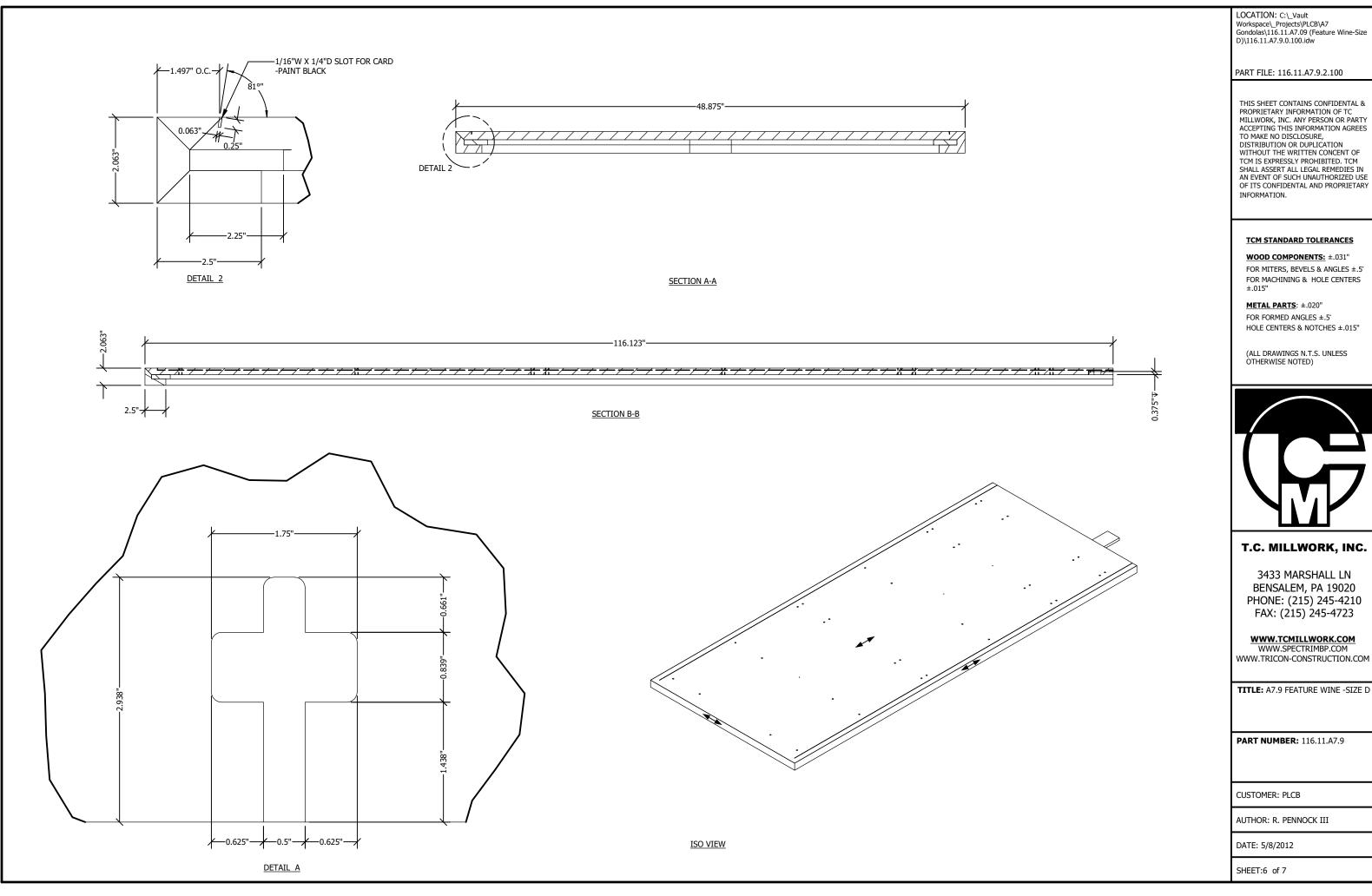
BFT ASSM

HLZ ASSM

HLZ ASSM

NA

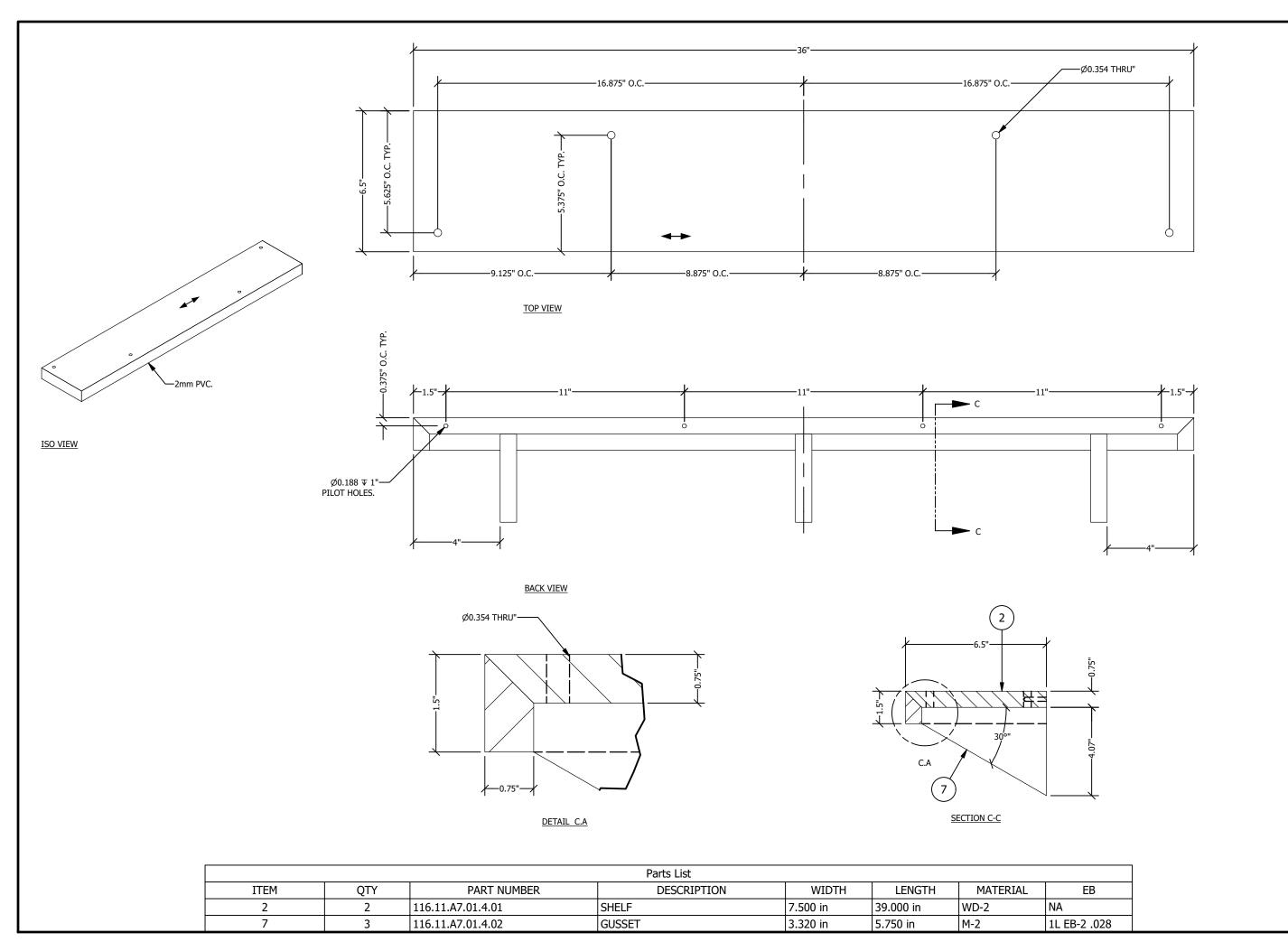
SHEET:5 of 7



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LOCATION: C:_Vault Workspace_Projects\PLCB\A7 Gondolas\116.11.A7.09 (Feature Wine-Size D)\116.11.A7.9.0.100.idw

PART FILE: 116.11.A7.9.4.101

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TCM STANDARD TOLERANCES

WOOD COMPONENTS: ±.031"

FOR MITERS, BEVELS & ANGLES ±.5' FOR MACHINING & HOLE CENTERS ±.015"

METAL PARTS: ±.020"
FOR FORMED ANGLES ±.5'
HOLE CENTERS & NOTCHES ±.015"

(ALL DRAWINGS N.T.S. UNLESS OTHERWISE NOTED)



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TITLE: A7.9 FEATURE WINE -SIZE D

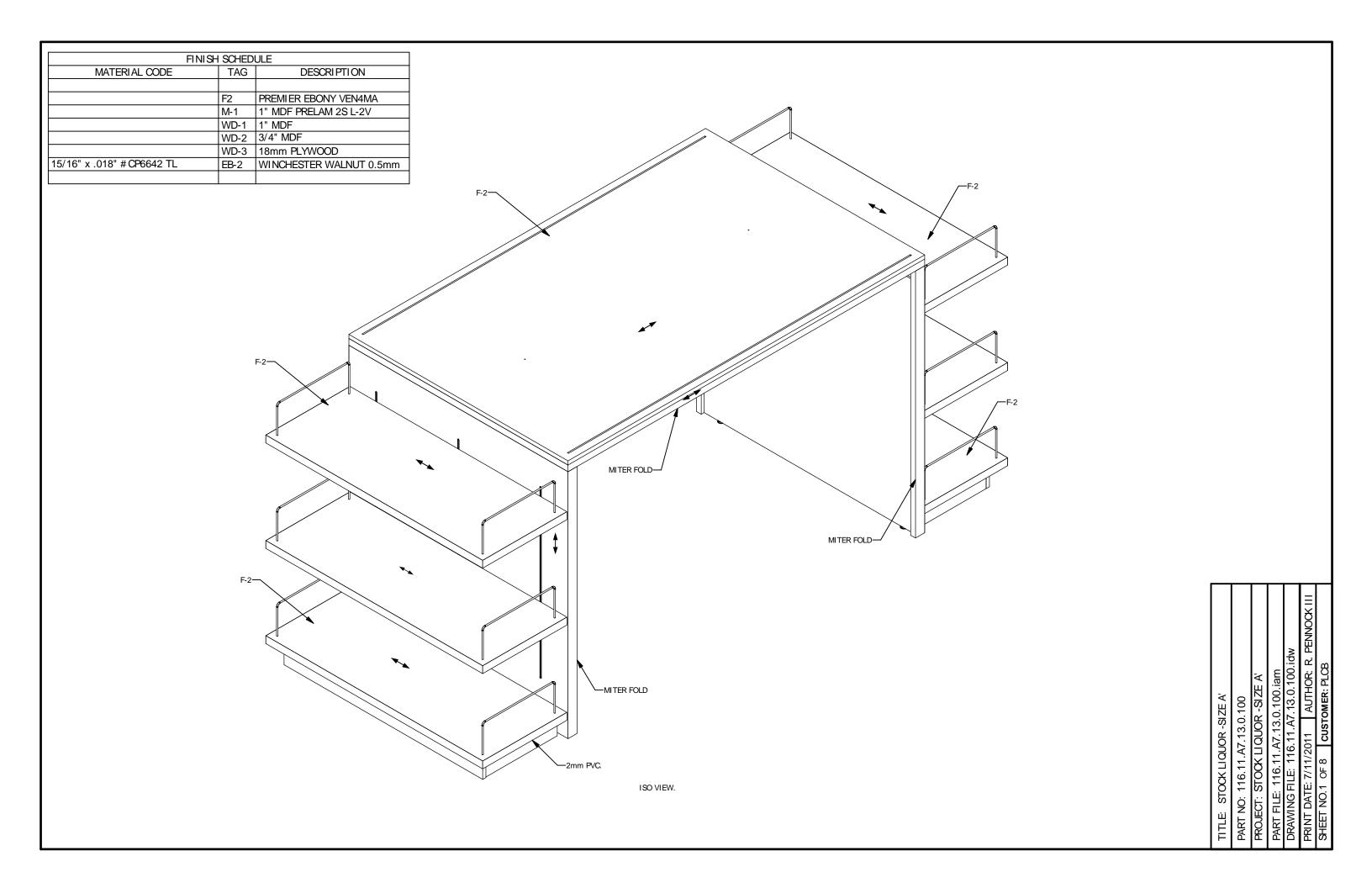
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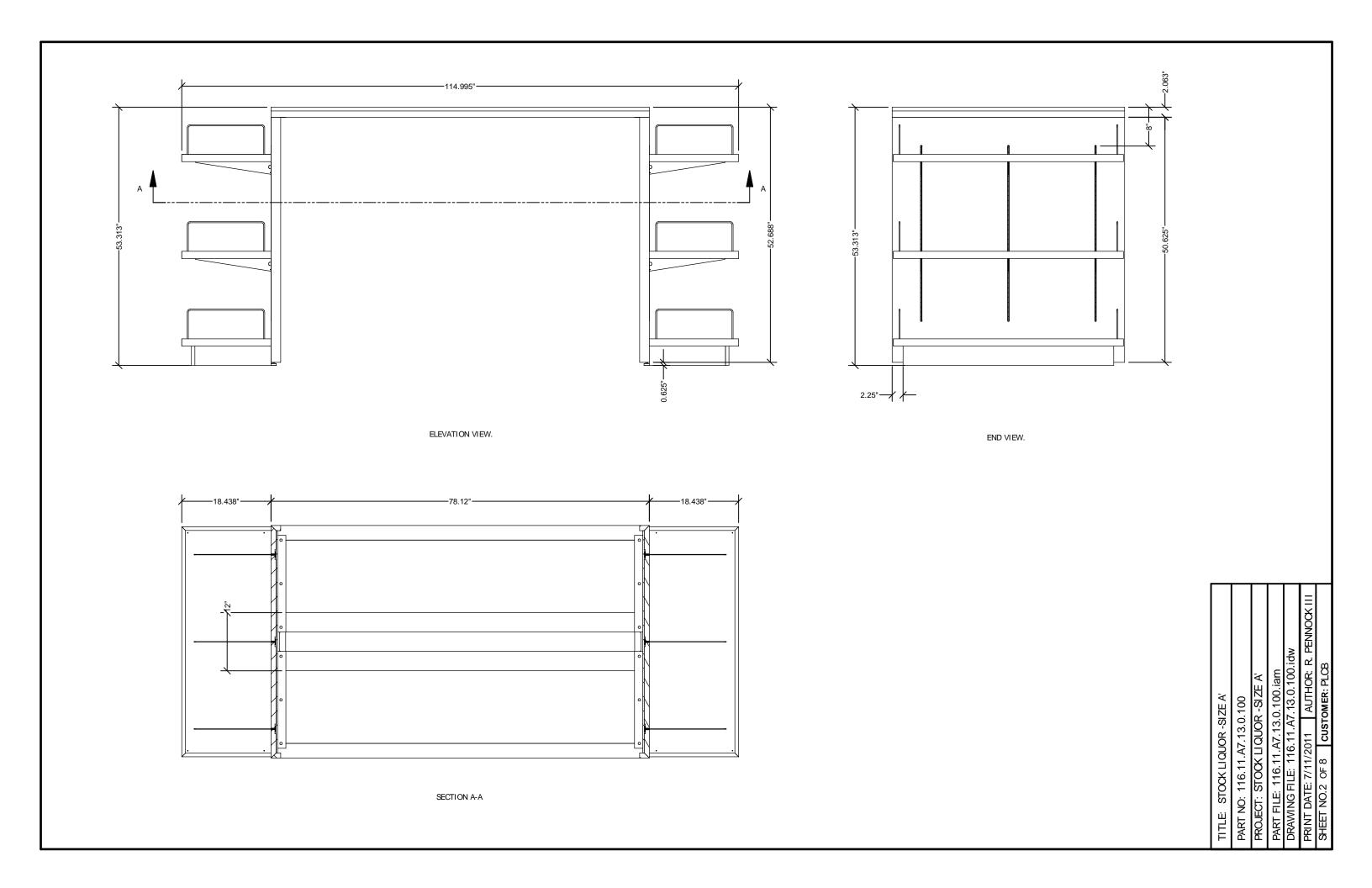
CUSTOMER: PLCB

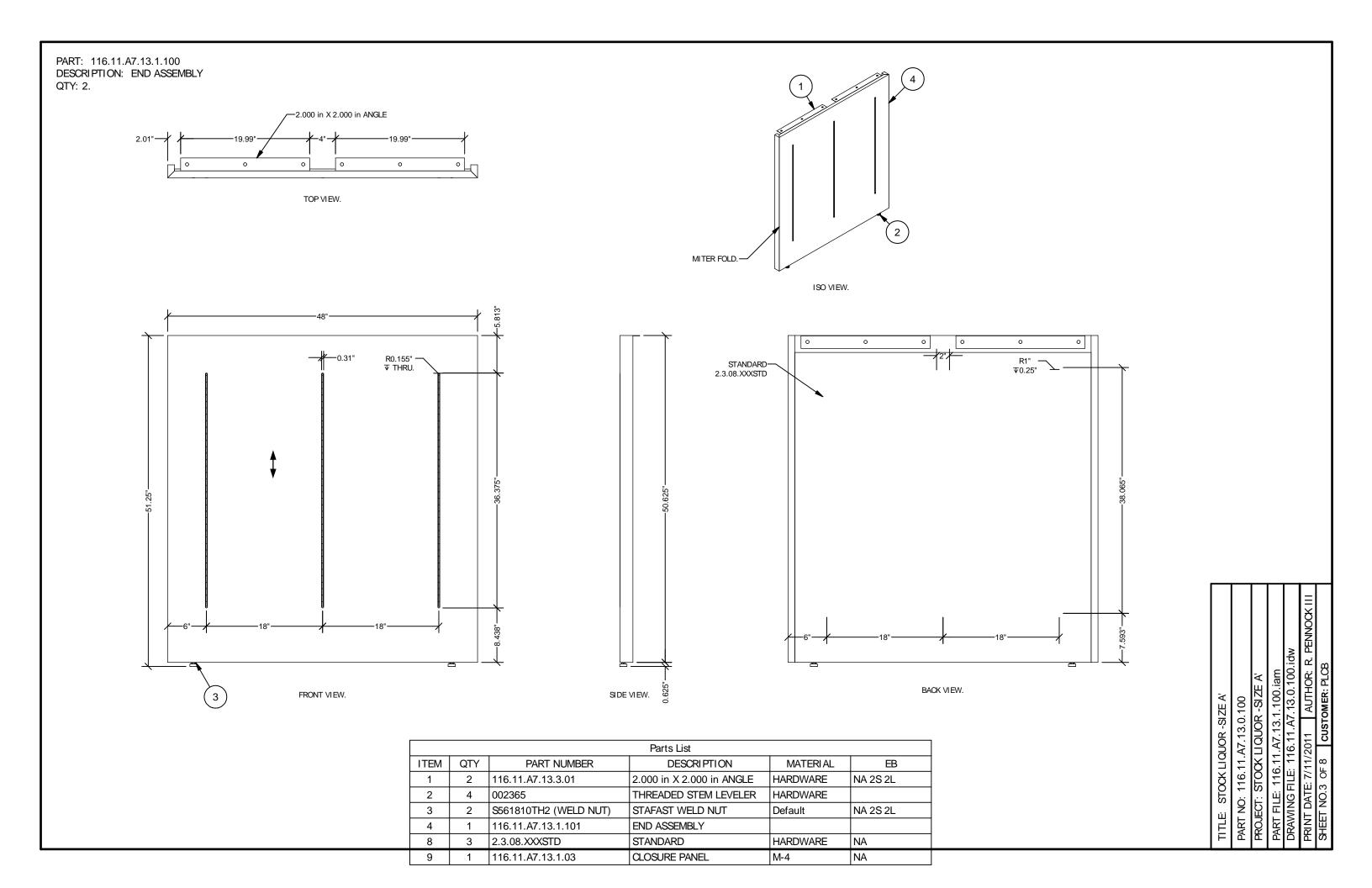
AUTHOR: R. PENNOCK III

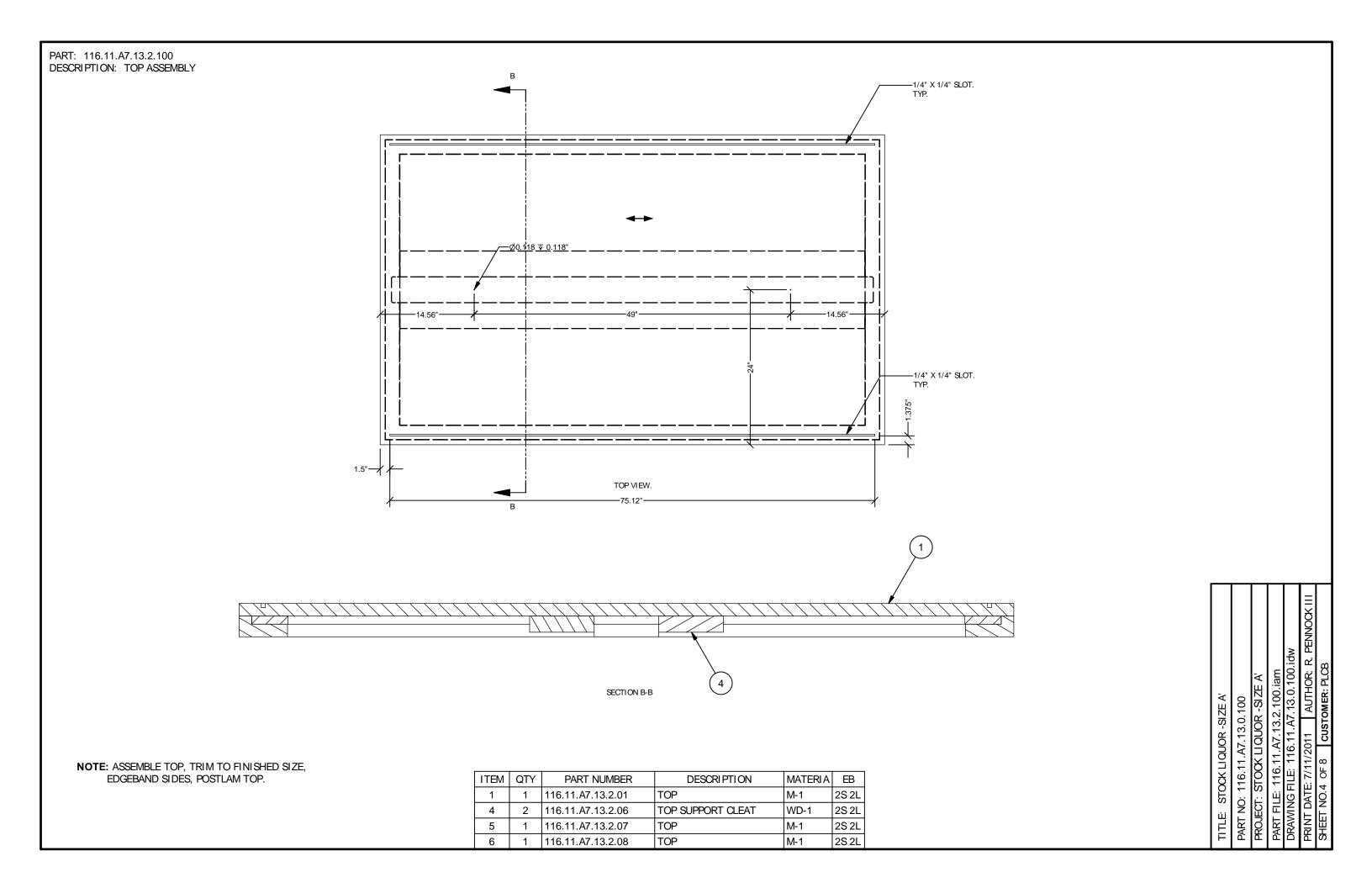
DATE: 5/8/2012

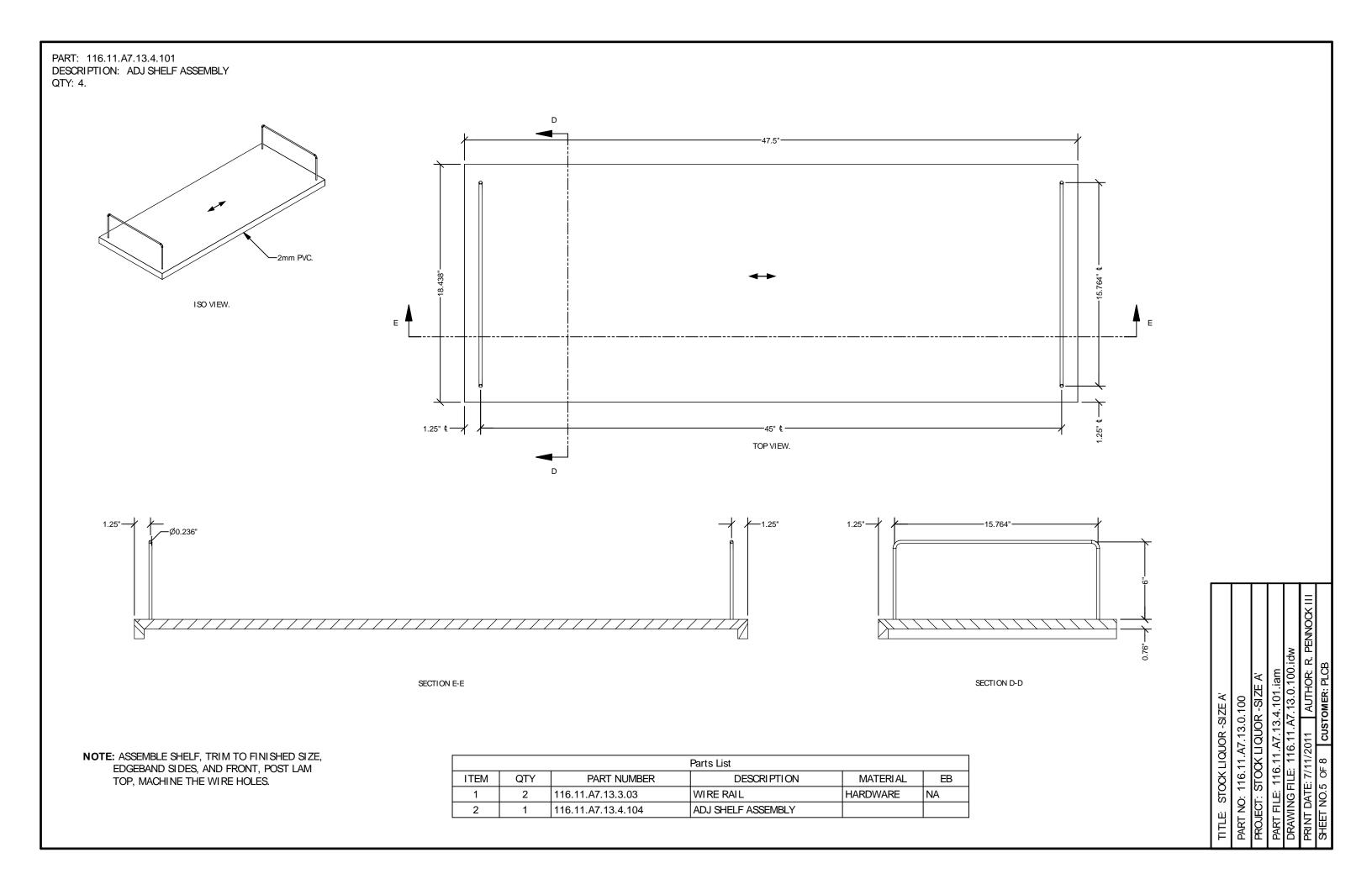
SHEET:7 of 7

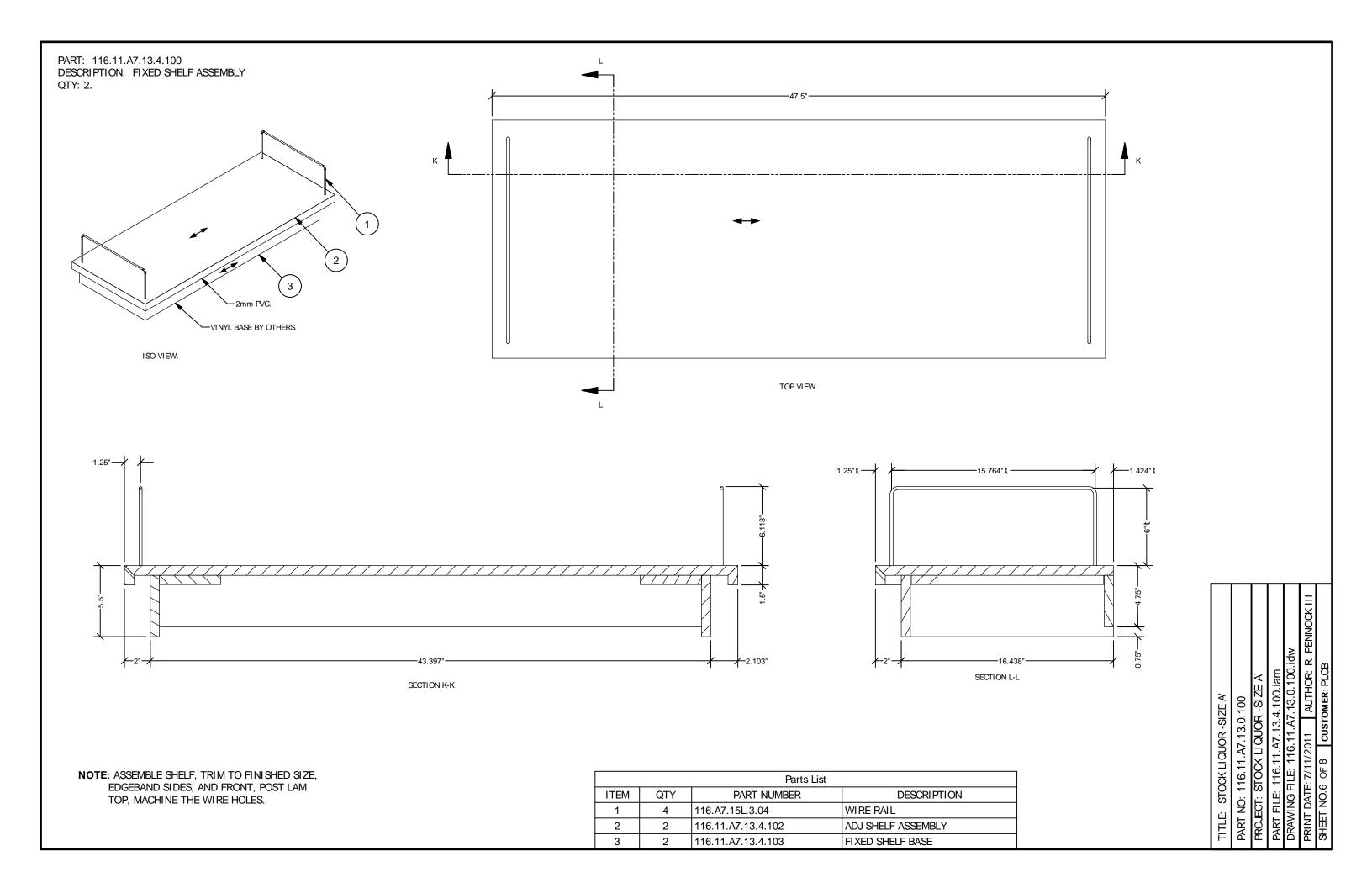


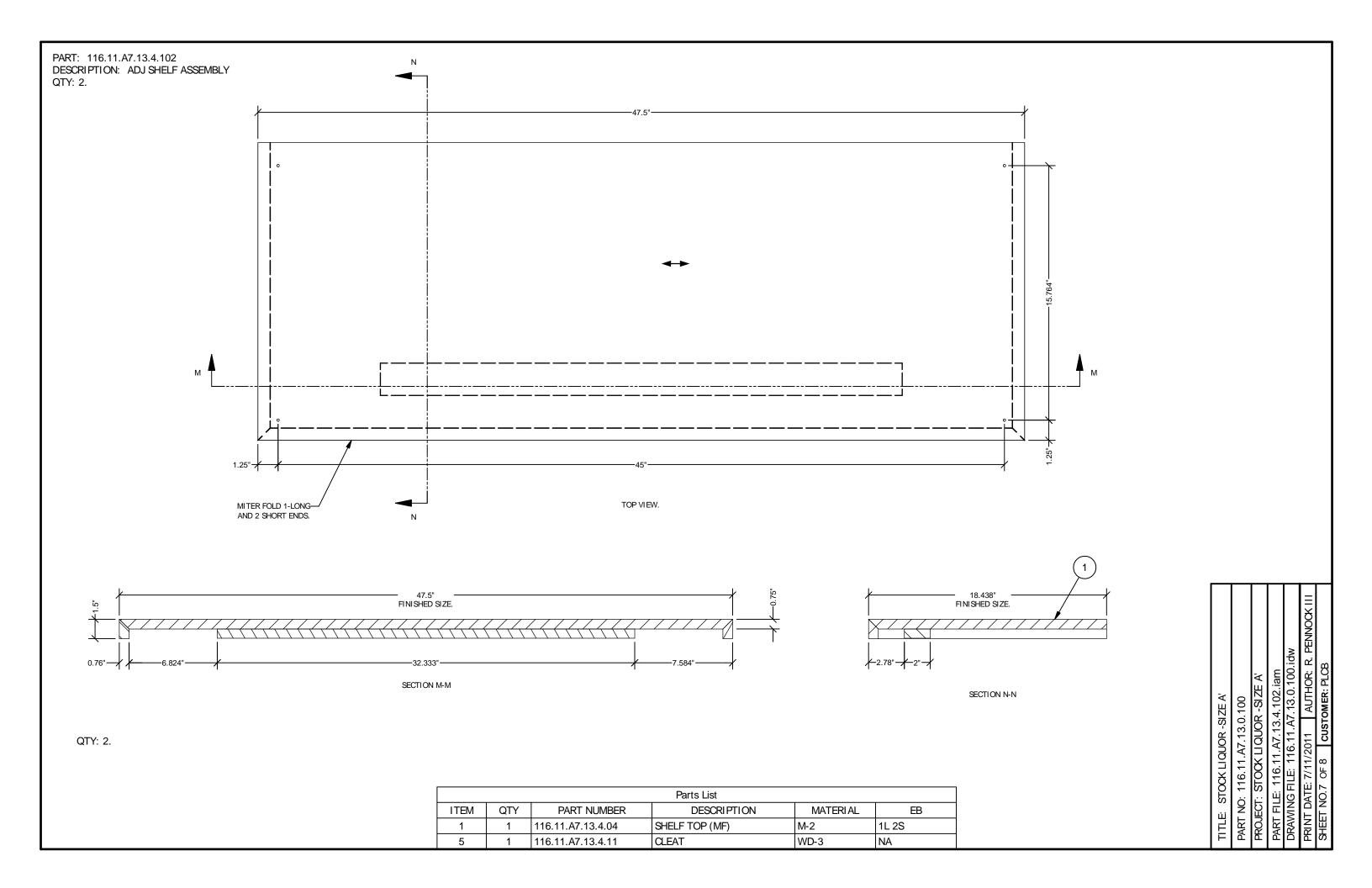


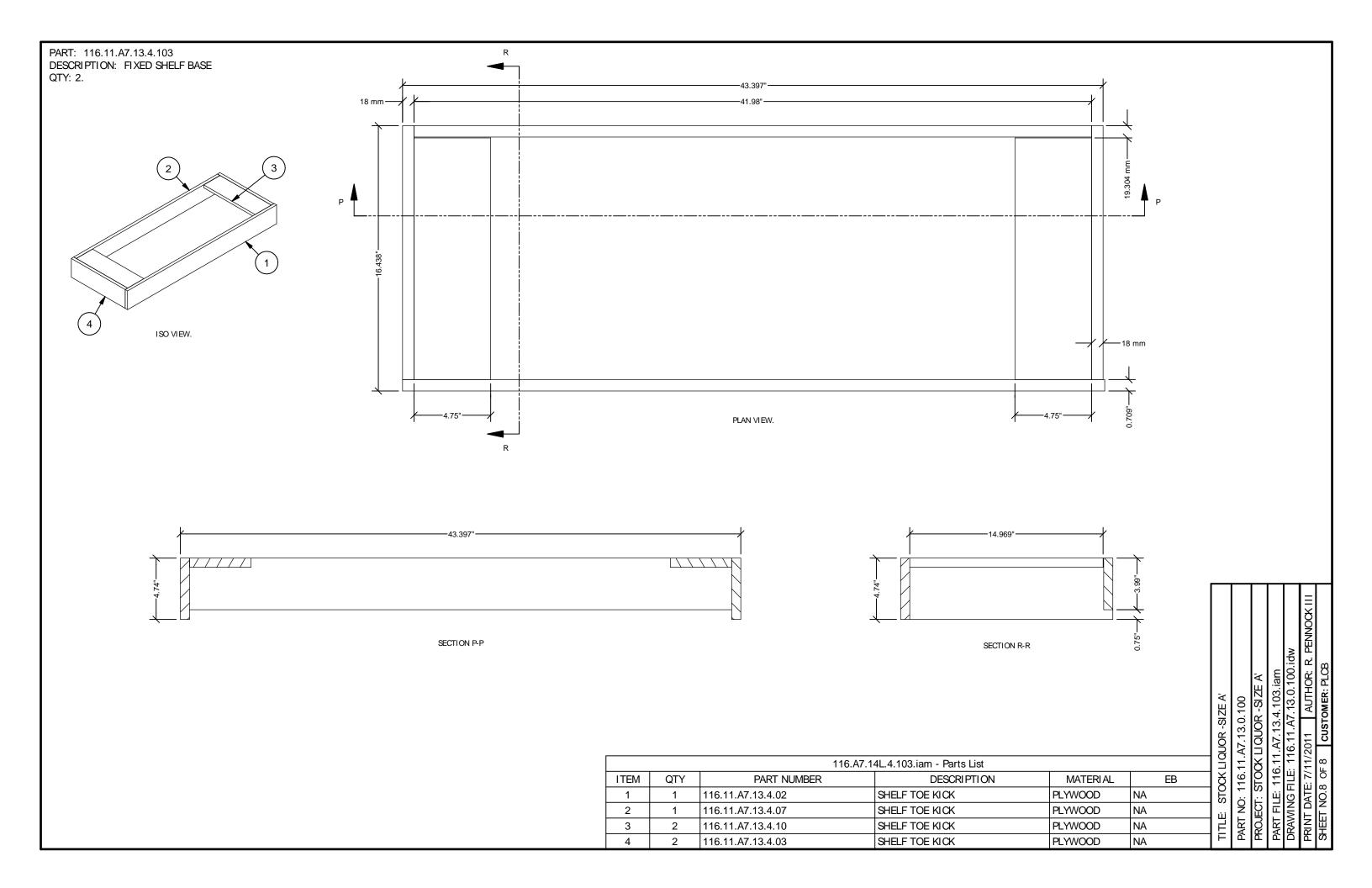


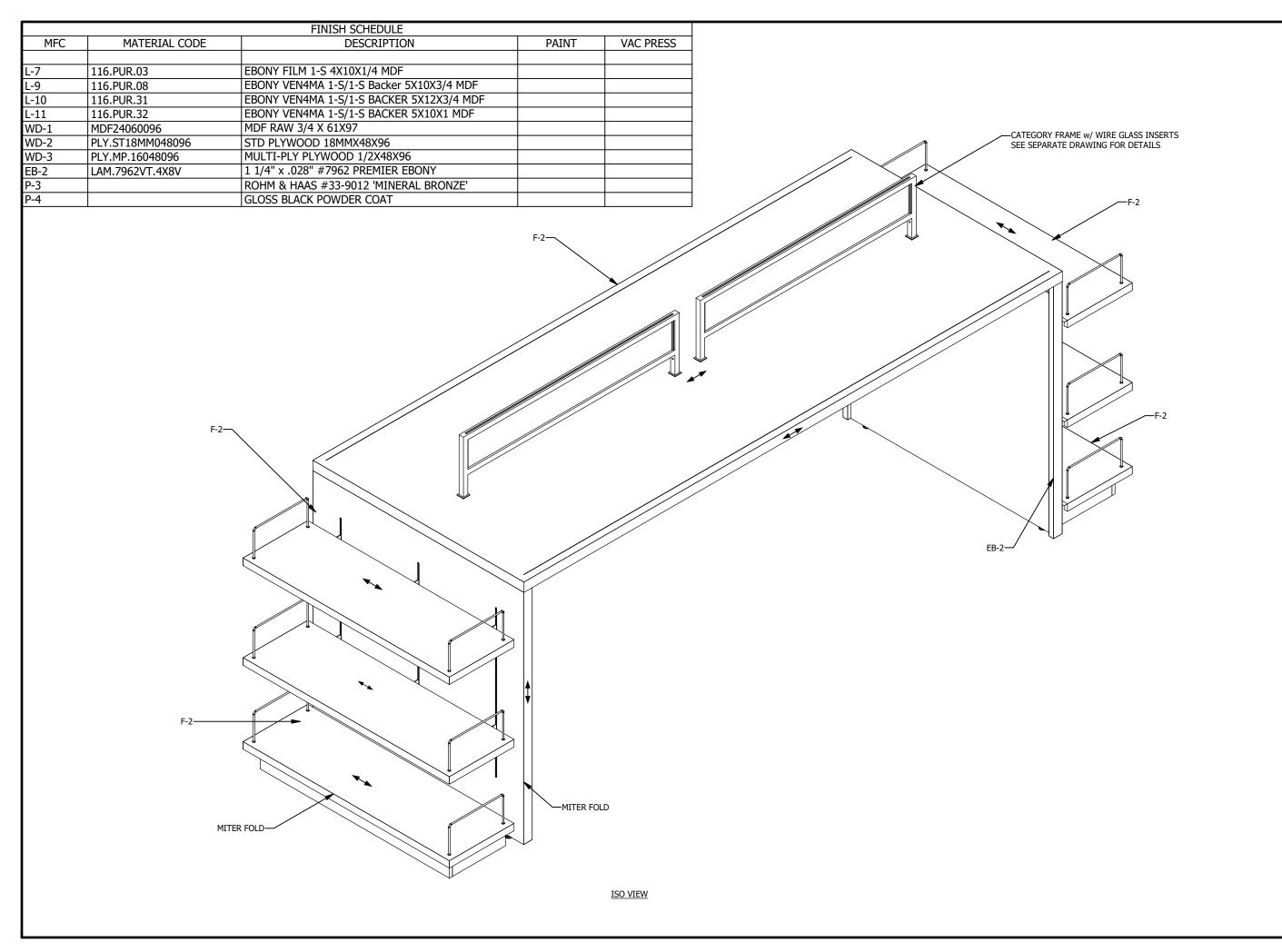












LOCATION: C:_Vault Workspace_Projects\PLCB\A7 Gondolas\116.11.A7.14 (STOCK LIQOUR-SIZE B)\116.11.A7.14.0.100.idw

PART FILE: 116.11.A7.14.0.100

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TCM STANDARD TOLERANCES

WOOD COMPONENTS: ±.031"

FOR MITERS, BEVELS & ANGLES ±.5'

FOR MACHINING & HOLE CENTERS
±.015"

METAL PARTS: ±.020"

FOR FORMED ANGLES ±.5'

HOLE CENTERS & NOTCHES ±.015"

(ALL DRAWINGS N.T.S. UNLESS OTHERWISE NOTED)



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TITLE: A7.14 STOCK LIQUOR - SIZE

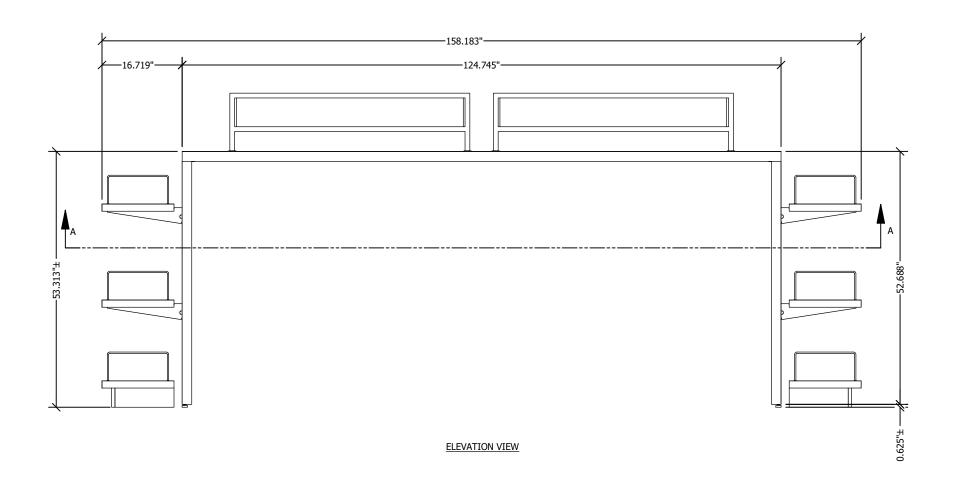
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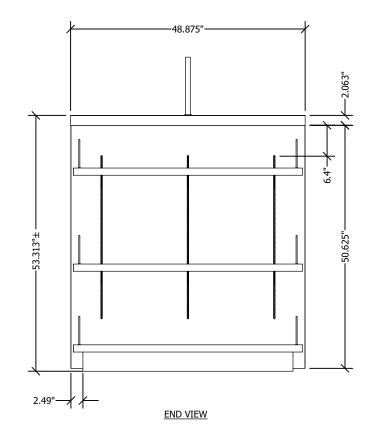
CUSTOMER: PLCB

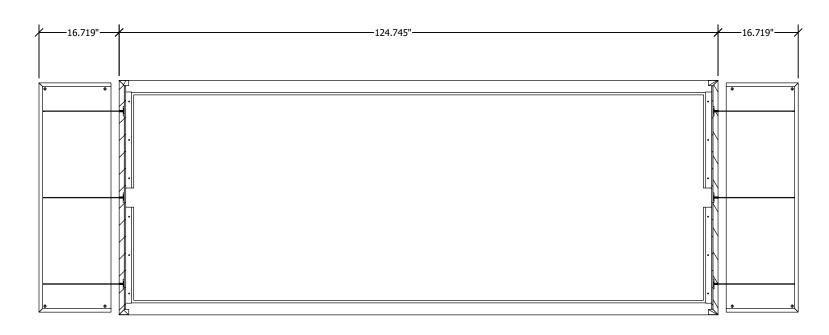
AUTHOR: R. PENNOCK III

DATE: 7/11/2011

SHEET:1 of 8







SECTION A-A

LOCATION: C:_Vault Workspace_Projects\PLCB\A7 Gondolas\116.11.A7.14 (STOCK LIQOUR-SIZE B)\116.11.A7.14.0.100.idw

PART FILE: 116.11.A7.14.0.100

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TCM STANDARD TOLERANCES

WOOD COMPONENTS: ±.031"

FOR MITERS, BEVELS & ANGLES ±.5' FOR MACHINING & HOLE CENTERS ±.015"

METAL PARTS: ±.020"
FOR FORMED ANGLES ±.5'
HOLE CENTERS & NOTCHES ±.015"

(ALL DRAWINGS N.T.S. UNLESS OTHERWISE NOTED)



T.C. MILLWORK, INC.

3433 MARSHALL LN BENSALEM, PA 19020 PHONE: (215) 245-4210 FAX: (215) 245-4723

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TITLE: A7.14 STOCK LIQUOR - SIZE

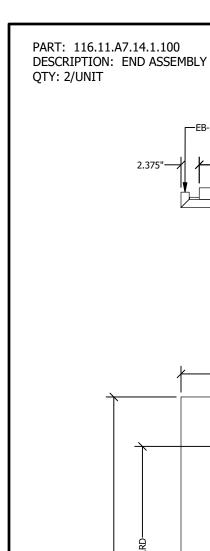
PART NUMBER: 116.11.A7.14.0.100

CUSTOMER: PLCB

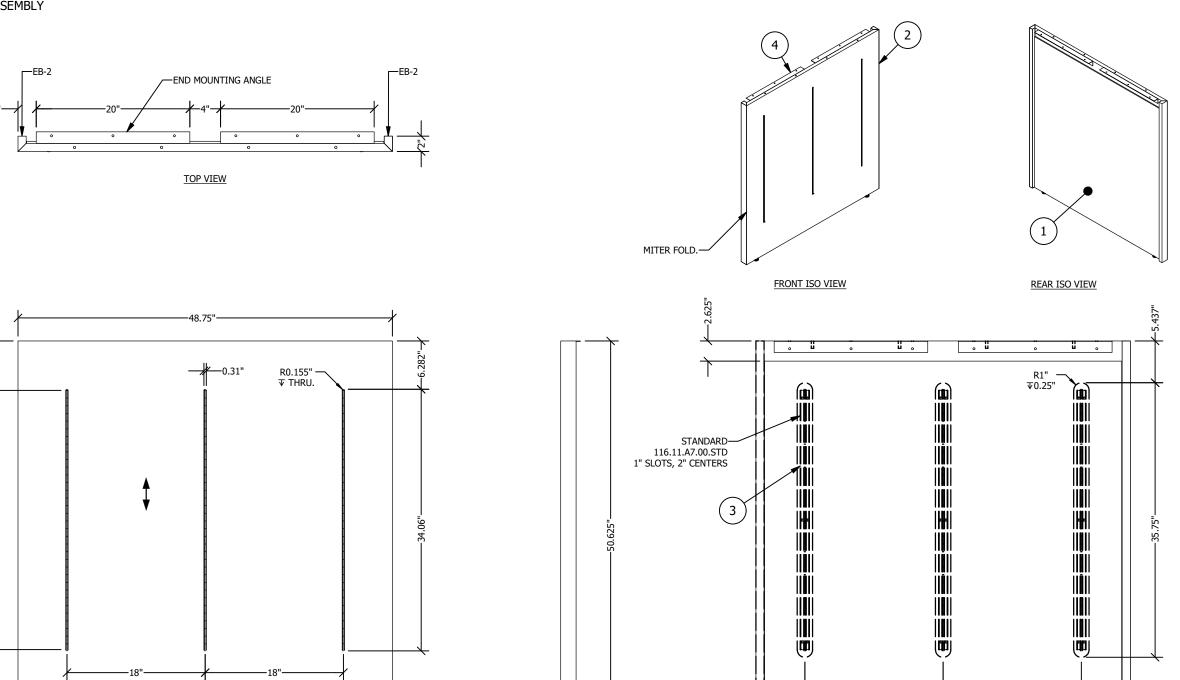
AUTHOR: R. PENNOCK III

DATE: 7/11/2011

SHEET:2 of 8



FRONT VIEW



SIDE VIEW 59

LOCATION: C:_Vault
Workspace_Projects\PLCB\A7
Gondolas\116.11.A7.14 (STOCK
LIQOUR-SIZE B)\116.11.A7.14.0.100.idw

PART FILE: 116.11.A7.14.1.100

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TCM STANDARD TOLERANCES

WOOD COMPONENTS: ±.031"
FOR MITERS, BEVELS & ANGLES ±.5'
FOR MACHINING & HOLE CENTERS

METAL PARTS: ±.020"

FOR FORMED ANGLES ±.5'

HOLE CENTERS & NOTCHES ±.015"

±.015"

(ALL DRAWINGS N.T.S. UNLESS OTHERWISE NOTED)



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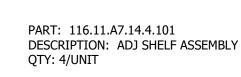
TITLE: A7.14 STOCK LIQUOR - SIZE

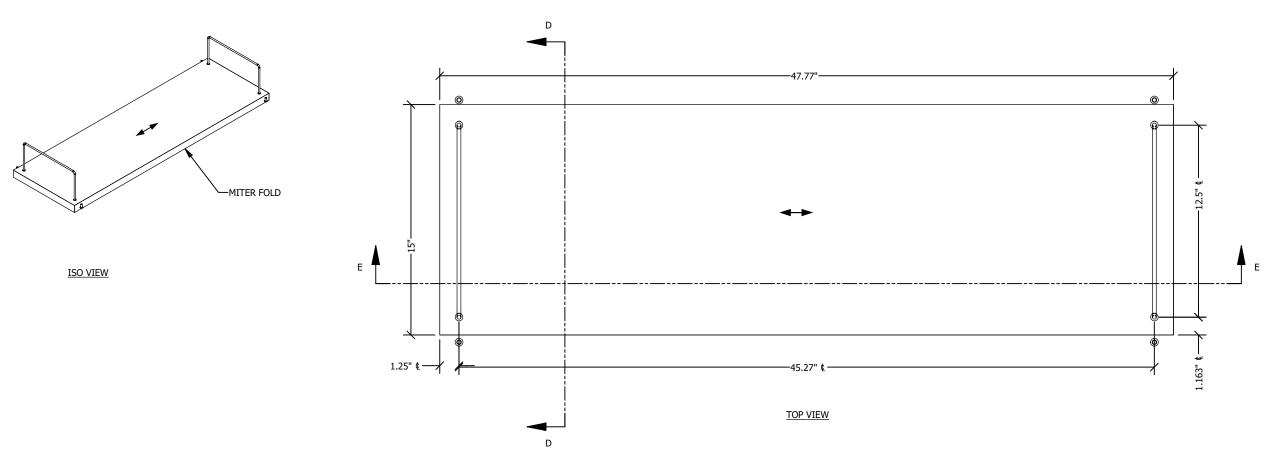
PART NUMBER: 116.11.A7.14.0.100

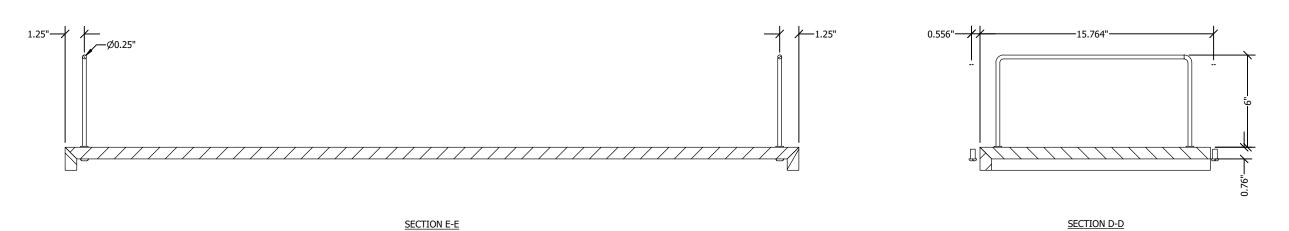
Parts List										
ITEM	QTY	PART NUMBER	DESCRIPTION	WIDTH	LENGTH	MFC	EB	OPS	CUSTOMER: PLCB	
1	1	116.11.A7.13.1.03	CLOSURE PANEL	46.500 in	48.000 in	L-7		HLZ ASSM		
2	1	116.11.A7.13.1.101	END ASSEMBLY						AUTHOR: R. PENNOCK III	
3	3	116.11.A7.00.STD	STANDARD			HW	NA	ASSM	DATE: 7/11/2011	
4	2	116.11.70.001	END MOUNTING ANGLE	1.500 in	20.000 in	HW		ASSM		
5	2	S561810TH2 (WELD NUT)	STAFAST WELD NUT			HW		ASSM	SHEET:3 of 8	

BACK VIEW

LOCATION: C:_Vault Workspace_Projects\PLCB\A7
Gondolas\116.11.A7.14 (STOCK PART: 116.11.A7.14.2.100 DESCRIPTION: TOP ASSEMBLY LIQOUR-SIZE B)\116.11.A7.14.0.100.idw PART FILE: 116.11.A7.14.2.100 THIS SHEET CONTAINS CONFIDENTAL & --1/16"W X 1/4"D CARD SLOT @ 9° FROM VERTICAL-PAINT BLACK PROPRIETARY INFORMATION OF TC MILLWORK, INC. ANY PERSON OR PARTY ACCEPTING THIS INFORMATION AGREES TO MAKE NO DISCLOSURE, DISTRIBUTION OR DUPLICATION
WITHOUT THE WRITTEN CONCENT OF
TCM IS EXPRESSLY PROHIBITED. TCM SHALL ASSERT ALL LEGAL REMEDIES IN AN EVENT OF SUCH UNAUTHORIZED USE OF ITS CONFIDENTAL AND PROPRIETARY INFORMATION. TCM STANDARD TOLERANCES WOOD COMPONENTS: ±.031" FOR MITERS, BEVELS & ANGLES ±.5° -Ø0.118 ▼ 0.118 TYP." FOR MACHINING & HOLE CENTERS METAL PARTS: ±.020" FOR FORMED ANGLES ±.5° HOLE CENTERS & NOTCHES ±.015" --10.435"--10.435"-(ALL DRAWINGS N.T.S. UNLESS OTHERWISE NOTED) O.C. @ 9° FROM VERTICAL-PAINT BLACK 1/16"W X 1/4"D CARD SLOT -@ 9° FROM VERTICAL-PAINT BLACK 1.5"--124.745"-T.C. MILLWORK, INC. **TOP VIEW** 3433 MARSHALL LN BENSALEM, PA 19020 PHONE: (215) 245-4210 FAX: (215) 245-4723 WWW.TCMILLWORK.COM WWW.SPECTRIMBP.COM DETAIL T WWW.TRICON-CONSTRUCTION.COM TITLE: A7.14 STOCK LIQUOR - SIZE SECTION B-B PART NUMBER: 116.11.A7.14.0.100 CUSTOMER: PLCB AUTHOR: R. PENNOCK III Parts List **ITEM** QTY PART NUMBER DESCRIPTION WIDTH LENGTH MFC EΒ OPS DATE: 7/11/2011 1 1 116.11.A7.14.2.01 TOP 48.875 in 124.745 in L-10 ONS ASSM SHEET:4 of 8 4 116.11.A7.14.2.07 TOP SPACER 2.25 96.000 in WD-3 ASSM







LOCATION: C:_Vault Workspace_Projects\PLCB\A7 Gondolas\116.11.A7.14 (STOCK LIQOUR-SIZE B)\116.11.A7.14.0.100.idw

PART FILE: 116.11.A7.14.4.101

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TCM STANDARD TOLERANCES

WOOD COMPONENTS: ±.031"

FOR MITERS, BEVELS & ANGLES ±.5° FOR MACHINING & HOLE CENTERS ±.015"

METAL PARTS: ±.020" FOR FORMED ANGLES ±.5° HOLE CENTERS & NOTCHES ±.015"

(ALL DRAWINGS N.T.S. UNLESS OTHERWISE NOTED)



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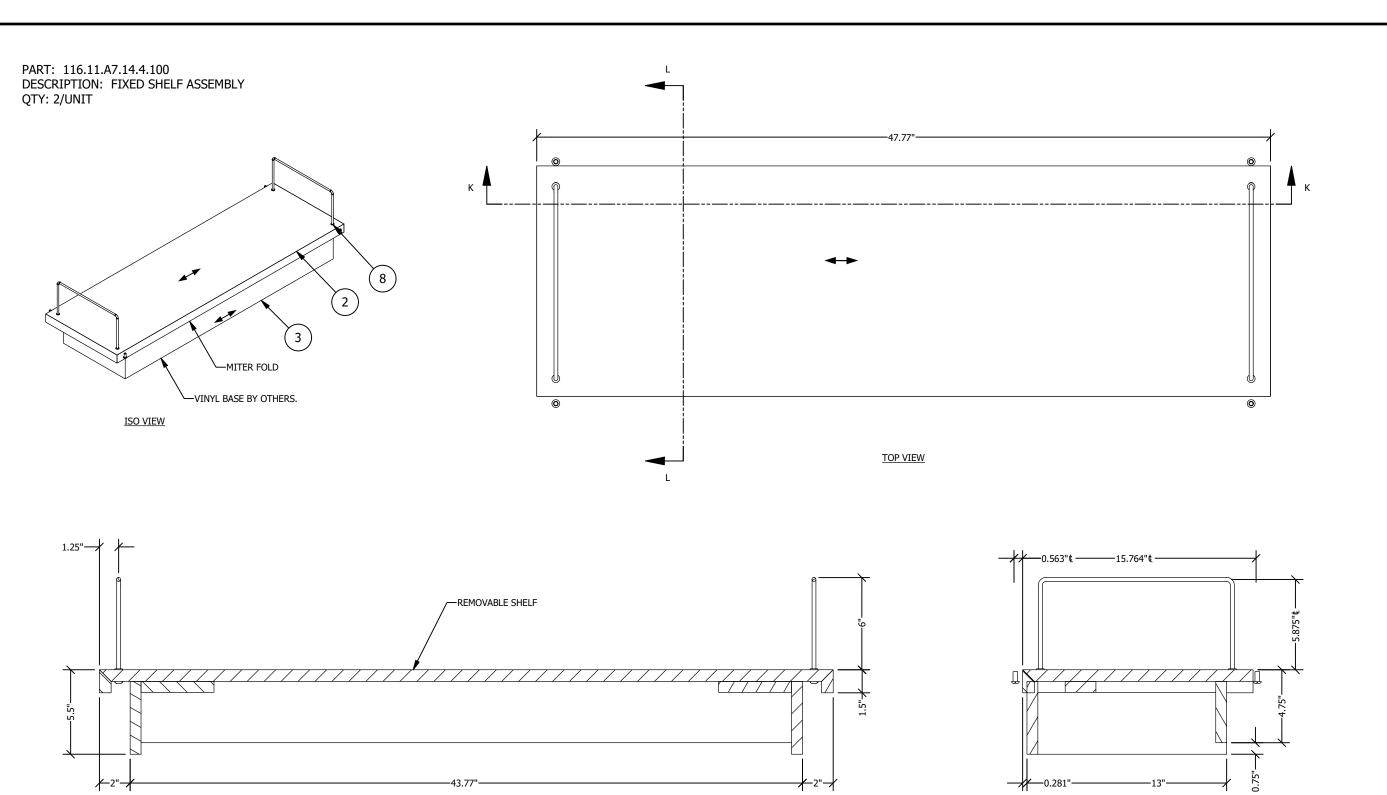
TITLE: A7.14 STOCK LIQUOR - SIZE

PART NUMBER: 116.11.A7.14.0.100

CUSTOMER: PLCB

IOCK III

	Parts List								
ITEM	QTY	PART NUMBER	DESCRIPTION	WIDTH	LENGTH	MFC	EB	OPS	AUTHOR: R. PENNOCH
2	1	116.11.A7.13.4.104	ADJ SHELF ASSEMBLY						DATE: 7/11/2011
6	2	116.13.70.005.12	STOCK SHELF WIRE 12.5"			HW	NA	ASSM	
7	4	SCW.JSN142016SD	1/4"-20 FEMALE SEX SCREW			HW		ASSM	SHEET:5 of 8



SECTION K-K

LOCATION: C:_Vault Workspace_Projects\PLCB\A7 Gondolas\116.11.A7.14 (STOCK LIQOUR-SIZE B)\116.11.A7.14.0.100.idw

PART FILE: 116.11.A7.14.4.100

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TCM STANDARD TOLERANCES

WOOD COMPONENTS: ±.031"

FOR MITERS, BEVELS & ANGLES ±.5' FOR MACHINING & HOLE CENTERS ±.015"

METAL PARTS: ±.020"

FOR FORMED ANGLES ±.5'

HOLE CENTERS & NOTCHES ±.015"

(ALL DRAWINGS N.T.S. UNLESS OTHERWISE NOTED)



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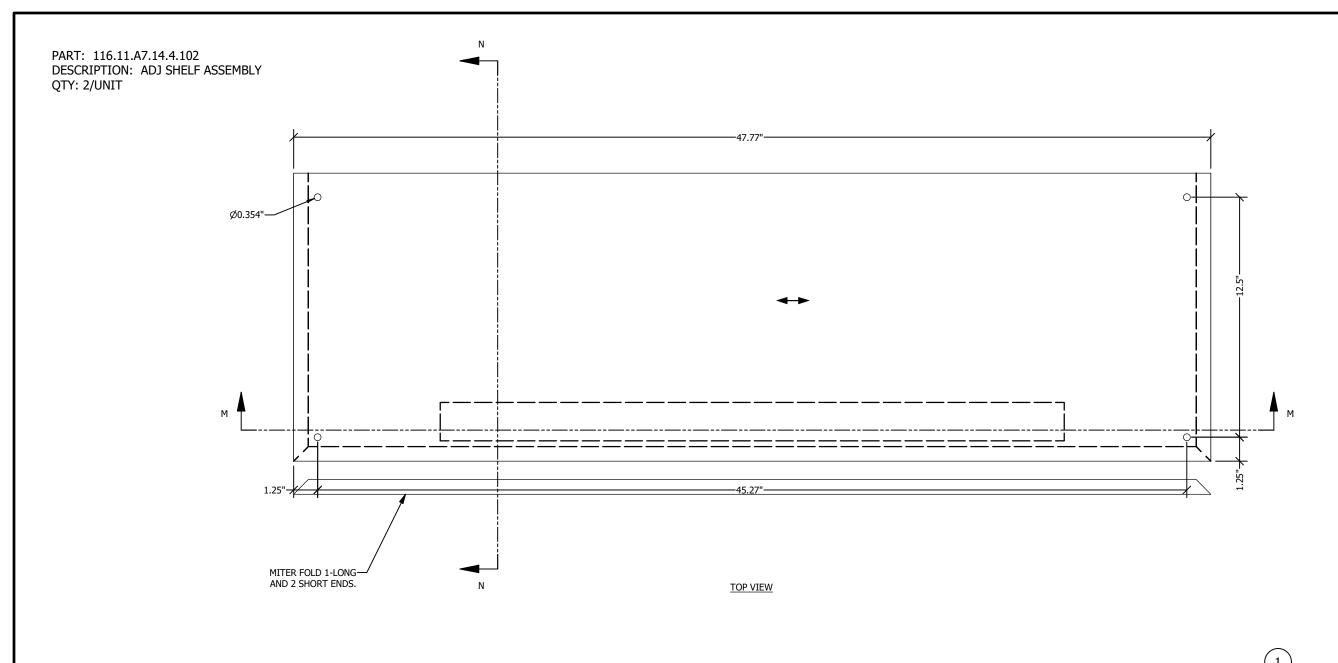
WWW.SPECTRIMBP.COM
WWW.TRICON-CONSTRUCTION.COM

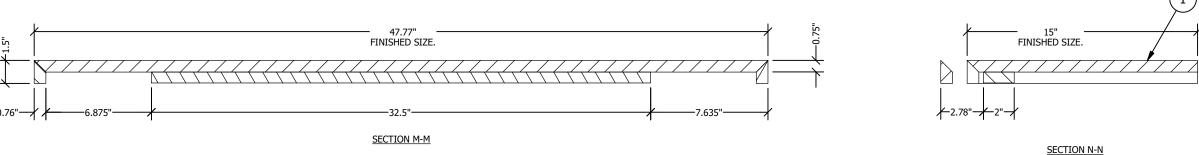
TITLE: A7.14 STOCK LIQUOR - SIZE

PART NUMBER: 116.11.A7.14.0.100

Parts List							CUSTOMER: PLCB			
ITEM	QTY	PART NUMBER	DESCRIPTION	WIDTH	LENGTH	MFC	EB	OPS		
2	2	116.11.A7.13.4.102	ADJ SHELF ASSEMBLY						AUTHOR: R. PENNOCK III	
3	2	116.11.A7.13.4.103	FIXED SHELF BASE						DATE: 7/11/2011	
8	2	116.13.70.005.12	STOCK SHELF WIRE 12.5"			HW	NA	ASSM		
9	4	SCW.JSN142016SD	1/4"-20 FEMALE SEX SCREW			HW		ASSM	SHEET:6 of 8	

SECTION L-L





LOCATION: C:_Vault Workspace_Projects\PLCB\A7 Gondolas\116.11.A7.14 (STOCK LIQOUR-SIZE B)\116.11.A7.14.0.100.idw

PART FILE: 116.11.A7.14.4.102

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TCM STANDARD TOLERANCES

WOOD COMPONENTS: ±.031"
FOR MITERS, BEVELS & ANGLES ±.5'

FOR MACHINING & HOLE CENTERS ±.015"

METAL PARTS: ±.020"
FOR FORMED ANGLES ±.5'
HOLE CENTERS & NOTCHES ±.015"

(ALL DRAWINGS N.T.S. UNLESS OTHERWISE NOTED)



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TITLE: A7.14 STOCK LIQUOR - SIZE

PART NUMBER: 116.11.A7.14.0.100

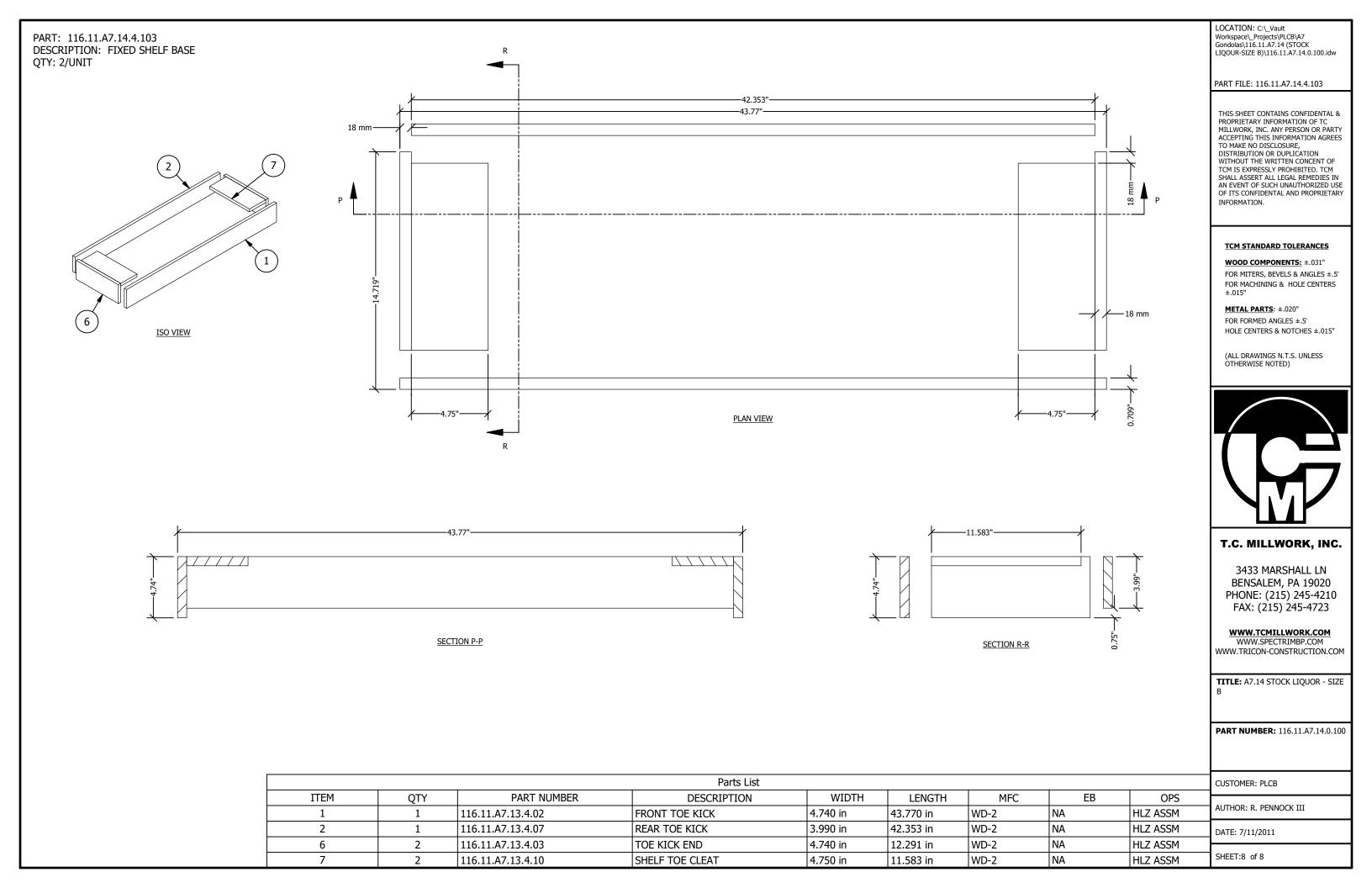
CUSTOMER: PLCB

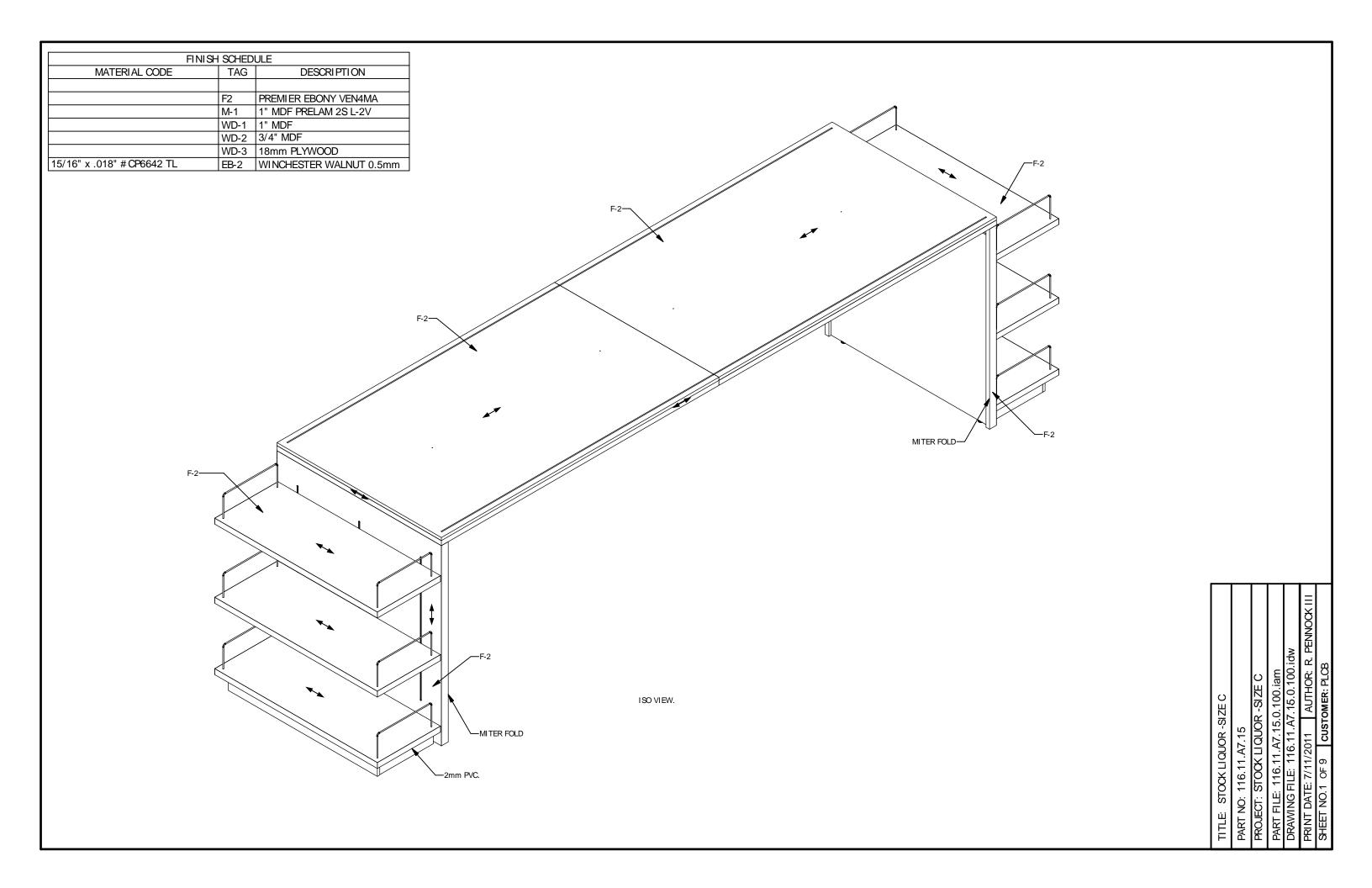
AUTHOR: R. PENNOCK III

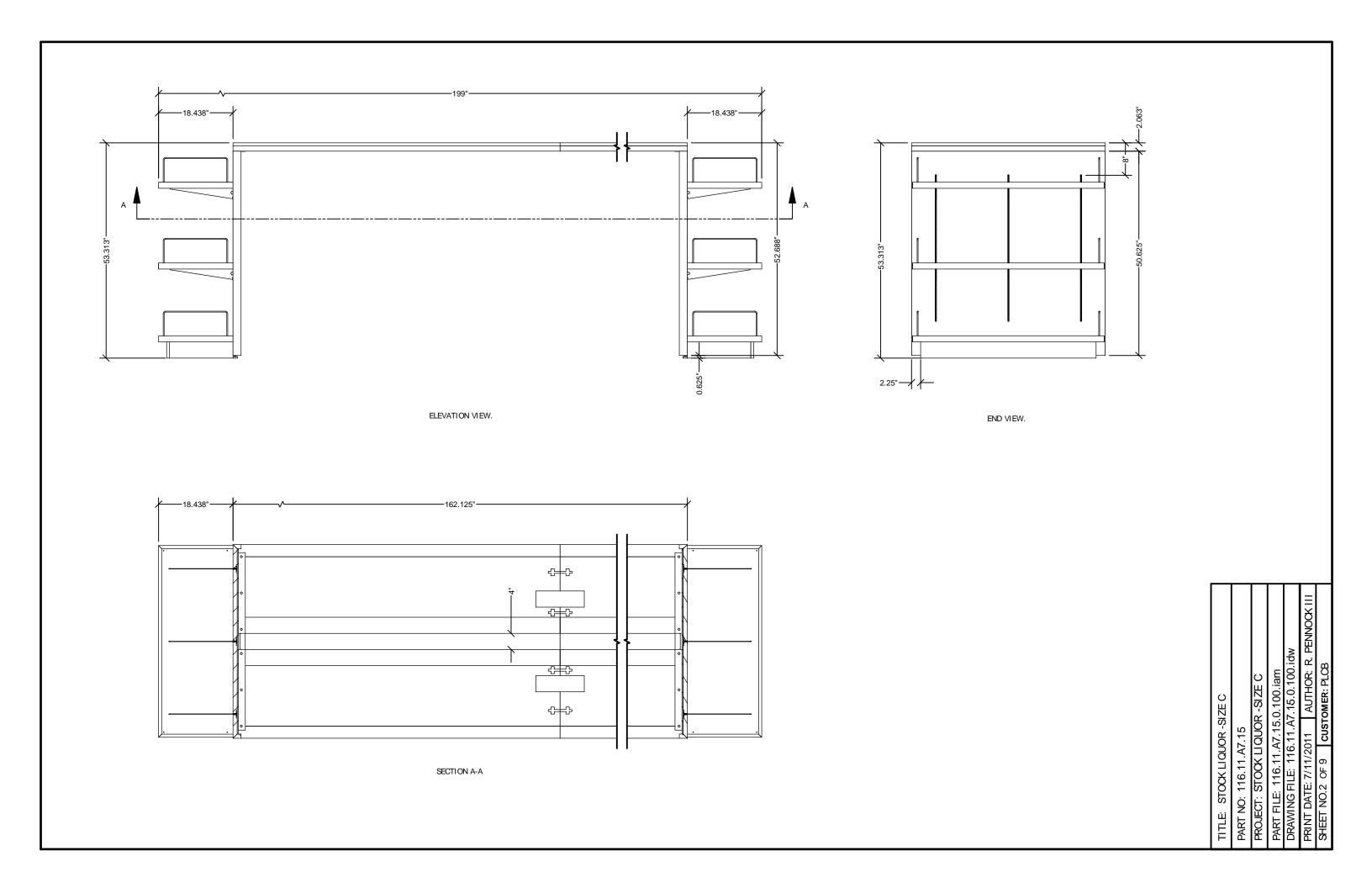
DATE: 7/11/2011

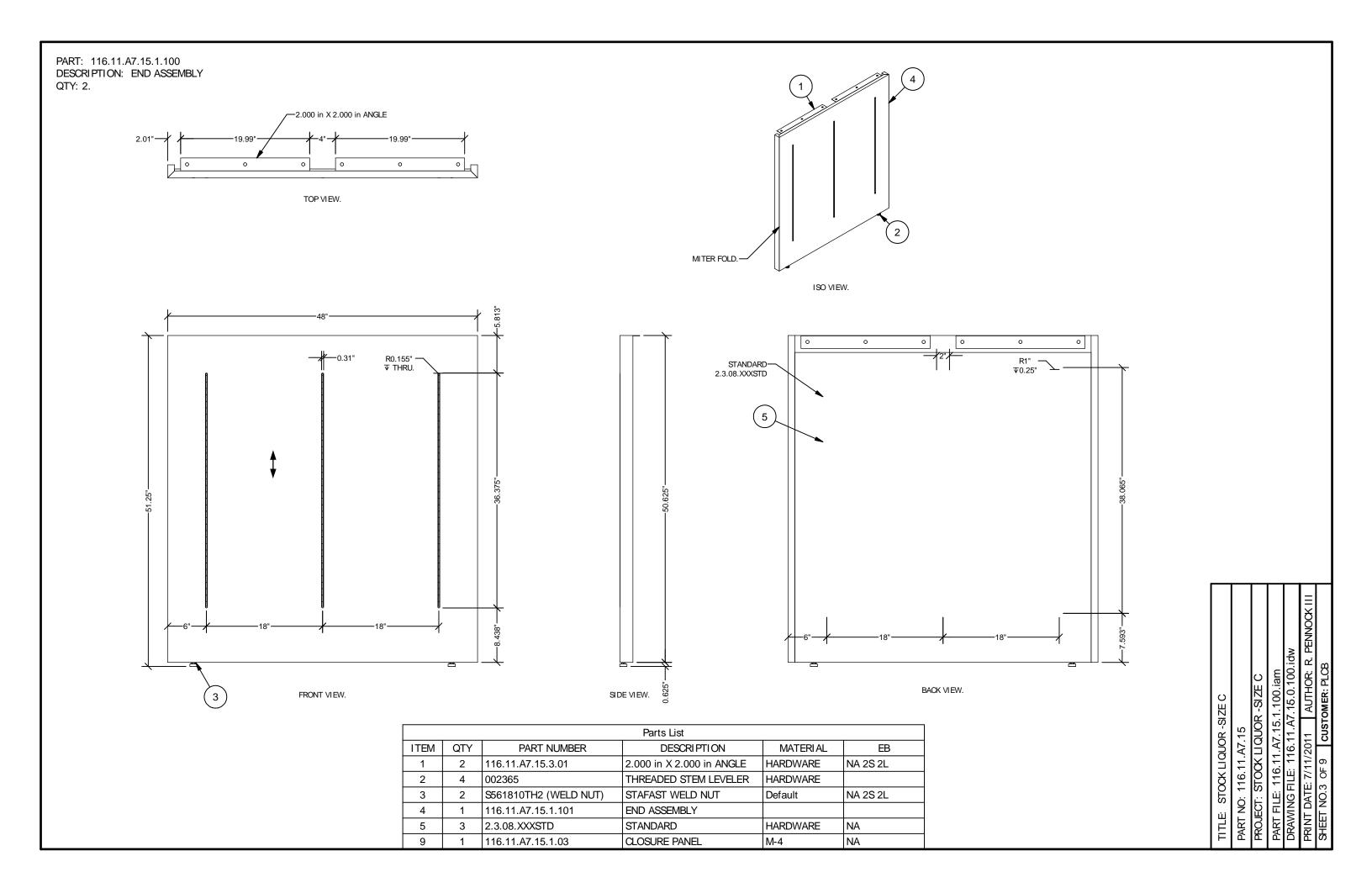
SHEET:7 of 8

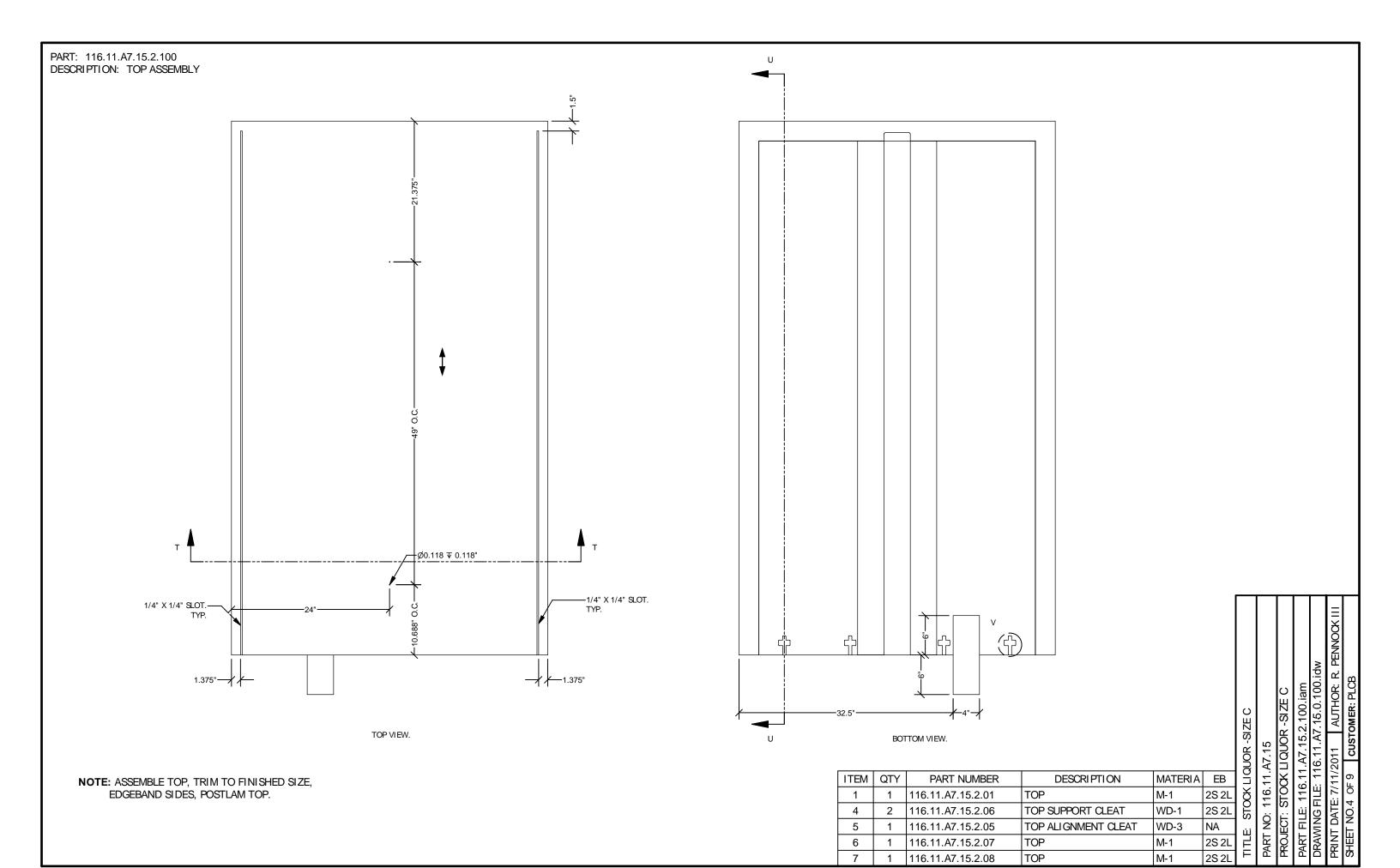
Parts List									AUTE
ITEM	QTY	PART NUMBER	DESCRIPTION	WIDTH	LENGTH	MFC	EB	OPS	DATE
1	1	116.11.A7.13.4.04	SHELF TOP MITER-FOLD	15.000 in	47.770 in	L-9		HLZ BFTP ASSM	
5	1	116.11.A7.13.4.11	CLEAT	2.000 in	32.500 in	WD-2	NA	HLZ ASSM	SHEE

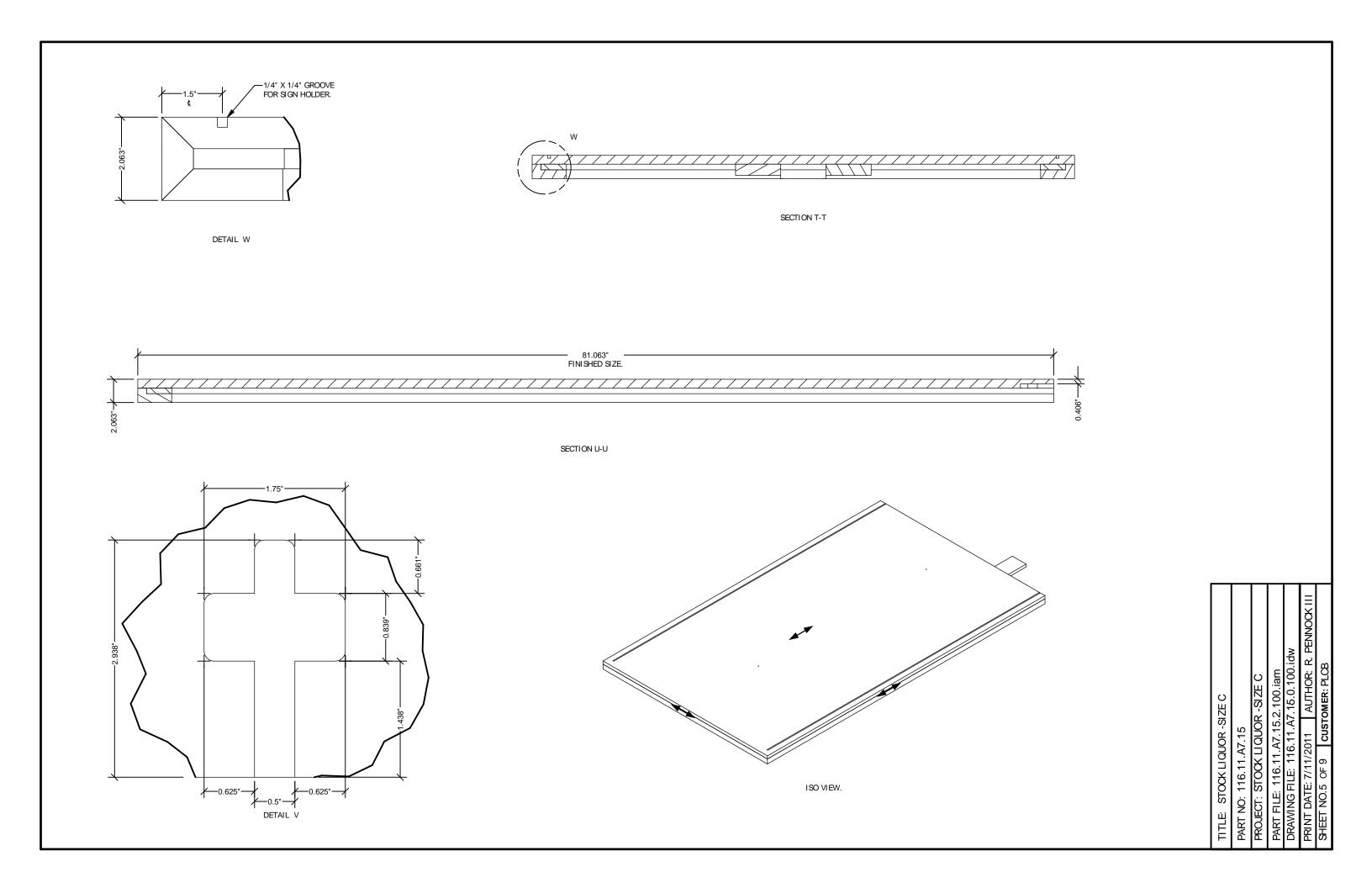


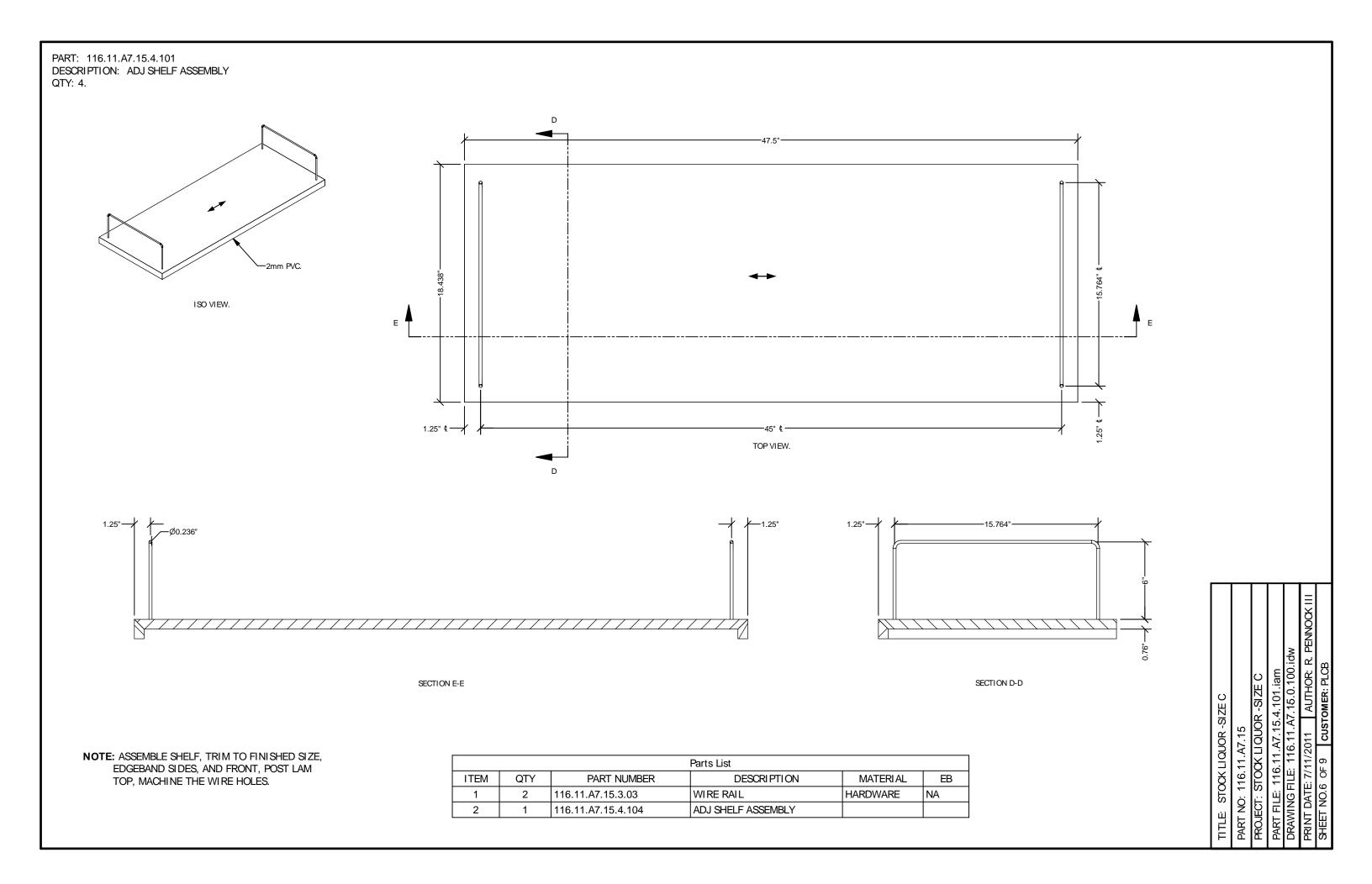


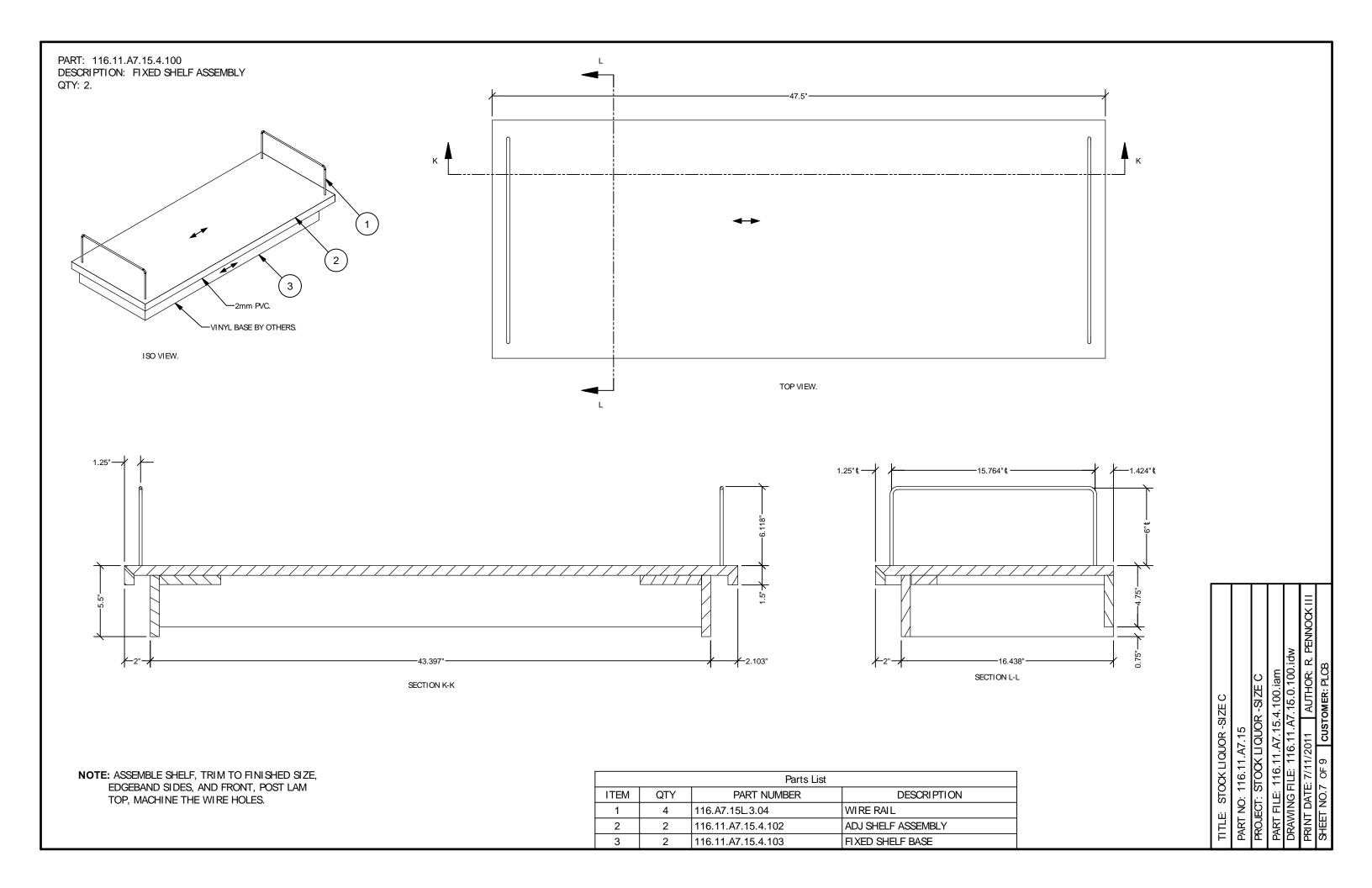


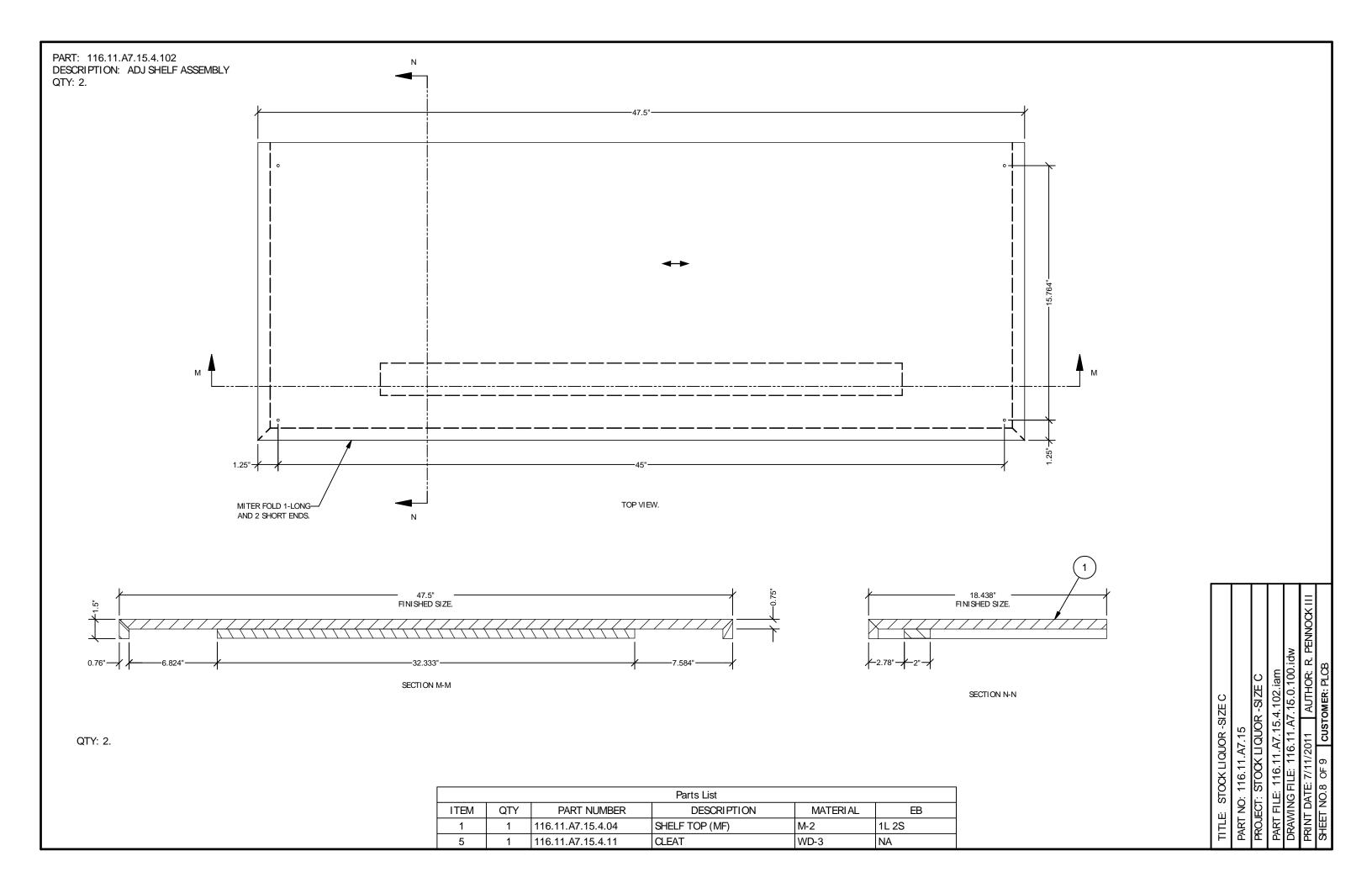


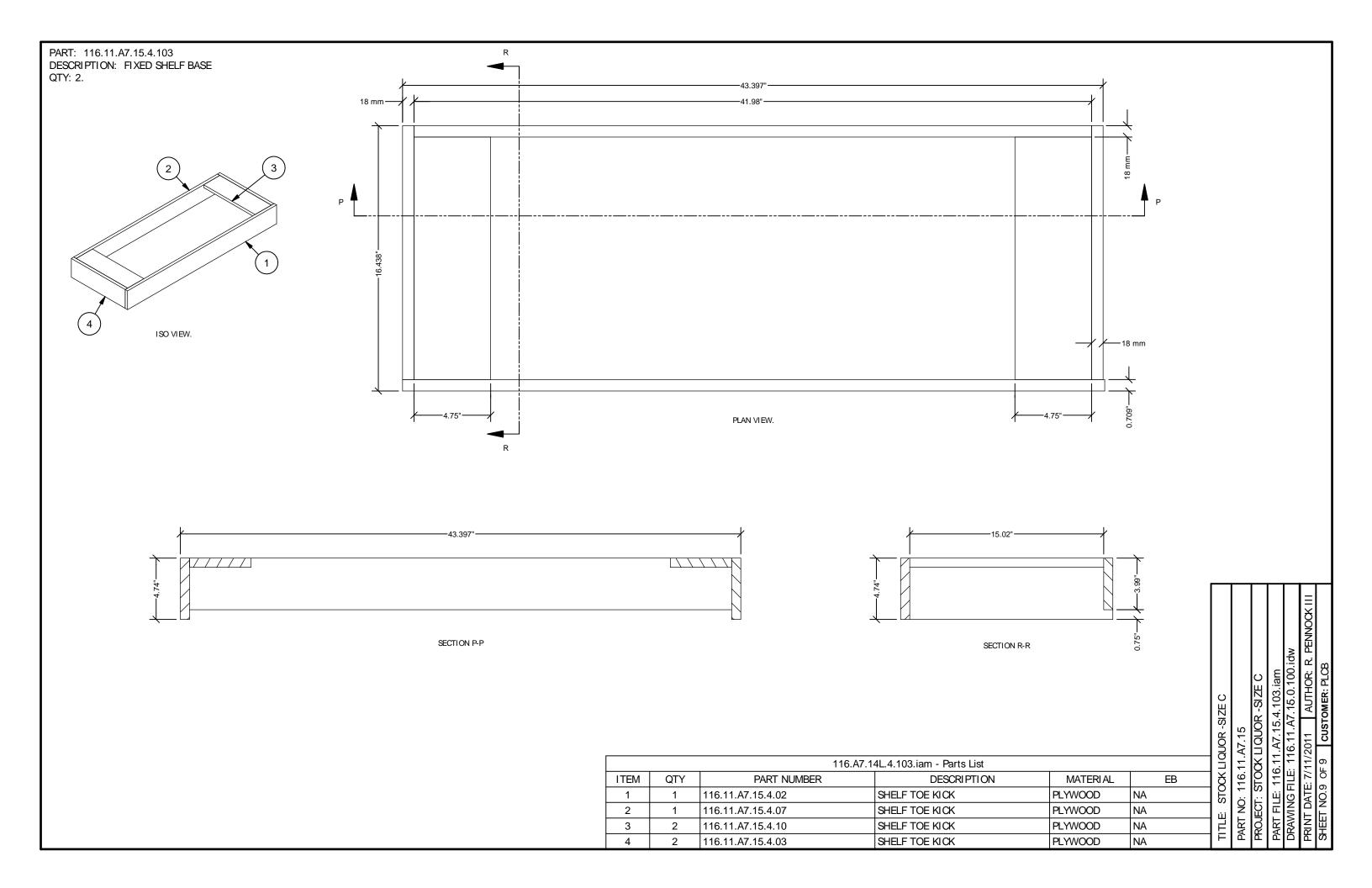


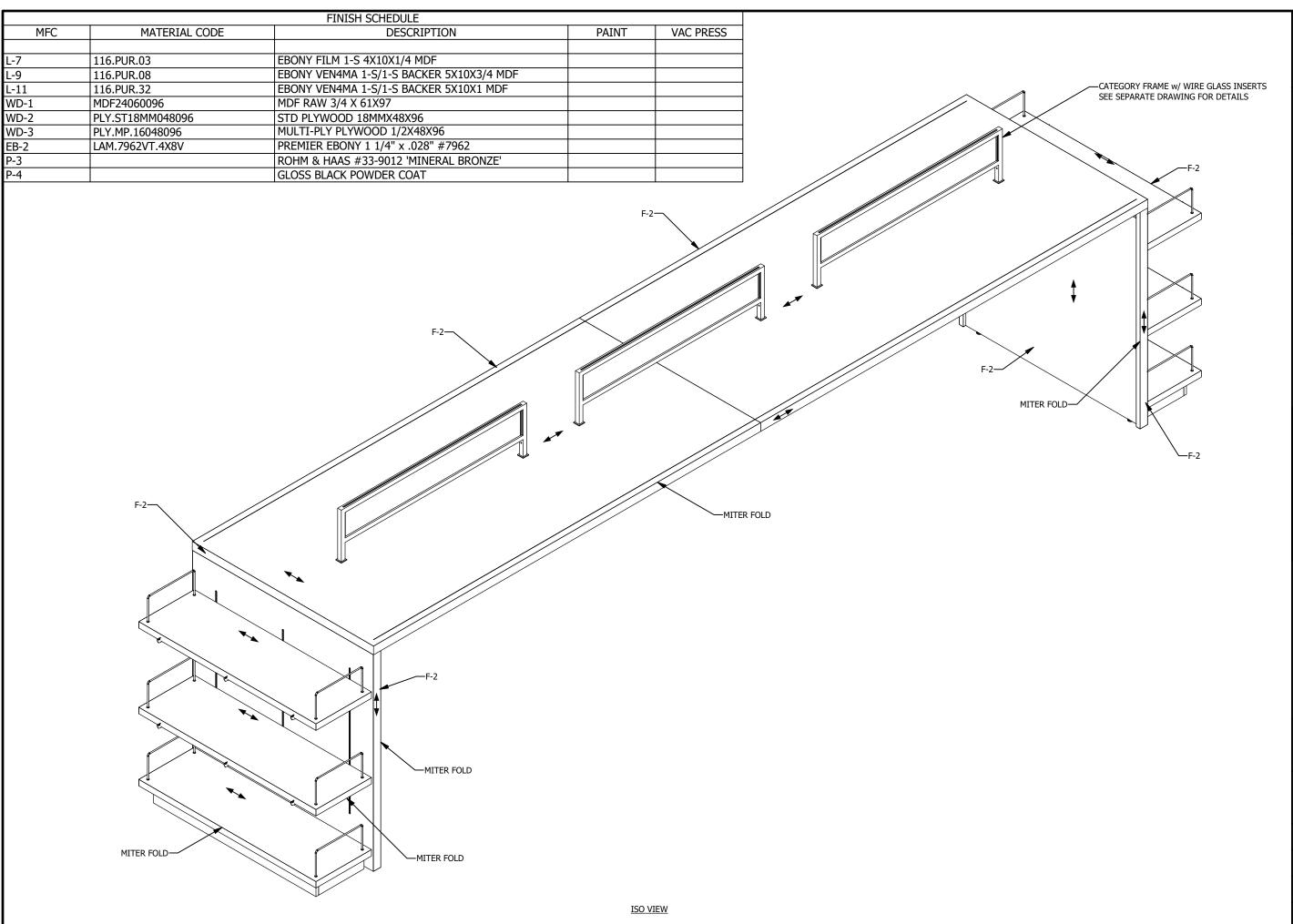












LOCATION: C:_Vault
Workspace_Projects\PLCB\A7
Gondolas\116.11.A7.16 (STOCK
LIQUOR-SIZE D)\116.11.A7.16.0.100.idw

PART FILE: 116.11.A7.16.0.100

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TCM STANDARD TOLERANCES

WOOD COMPONENTS: ±.031"
FOR MITERS, BEVELS & ANGLES ±.5'

FOR MACHINING & HOLE CENTERS ±.015"

METAL PARTS: ±.020"
FOR FORMED ANGLES ±.5'
HOLE CENTERS & NOTCHES ±.015"

(ALL DRAWINGS N.T.S. UNLESS OTHERWISE NOTED)



T.C. MILLWORK, INC.

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WWW.TRICON-CONSTRUCTION.COM

TITLE: A7.16 STOCK LIQUOR -SIZE D

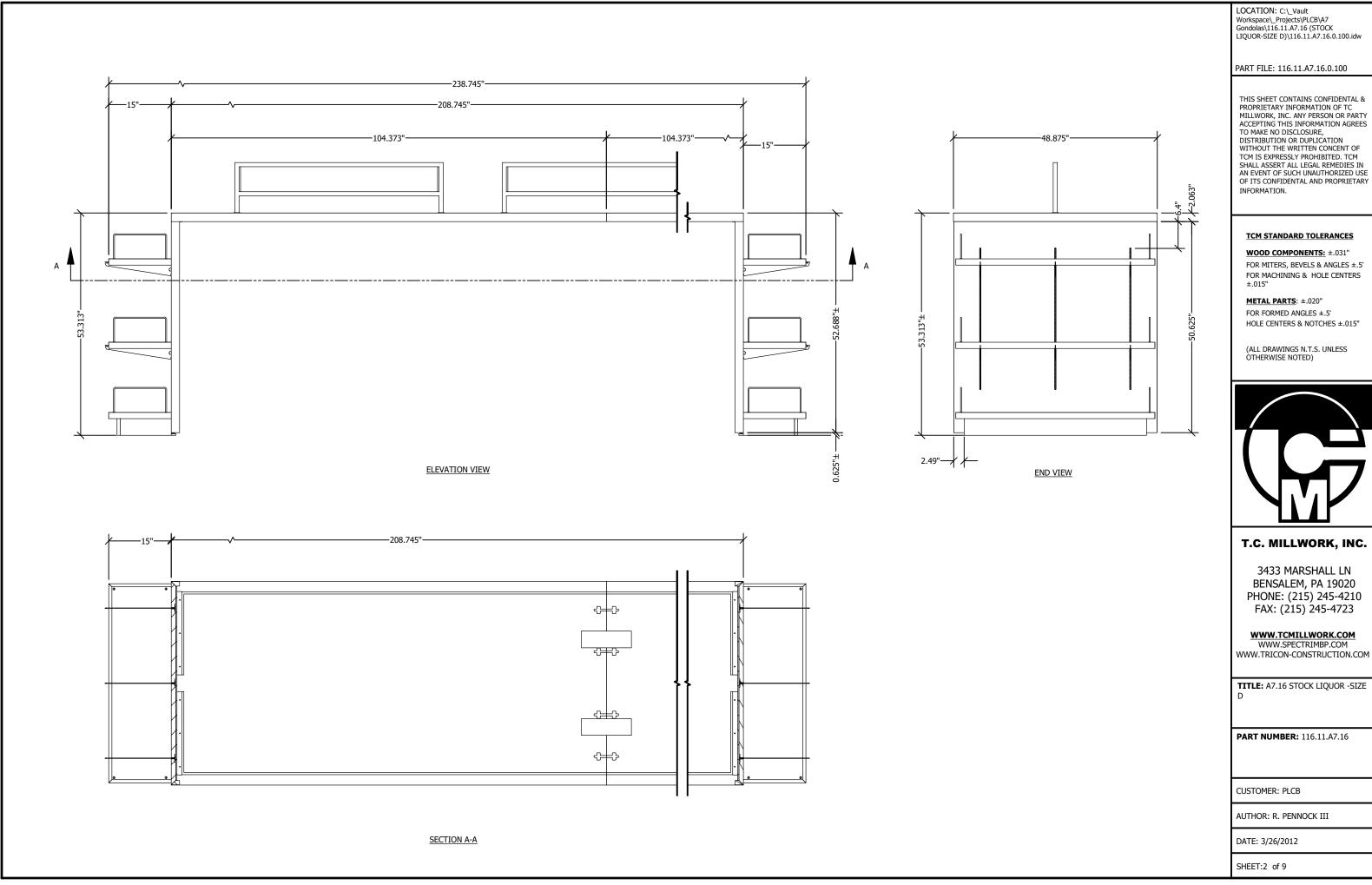
PART NUMBER: 116.11.A7.16

CUSTOMER: PLCB

AUTHOR: R. PENNOCK III

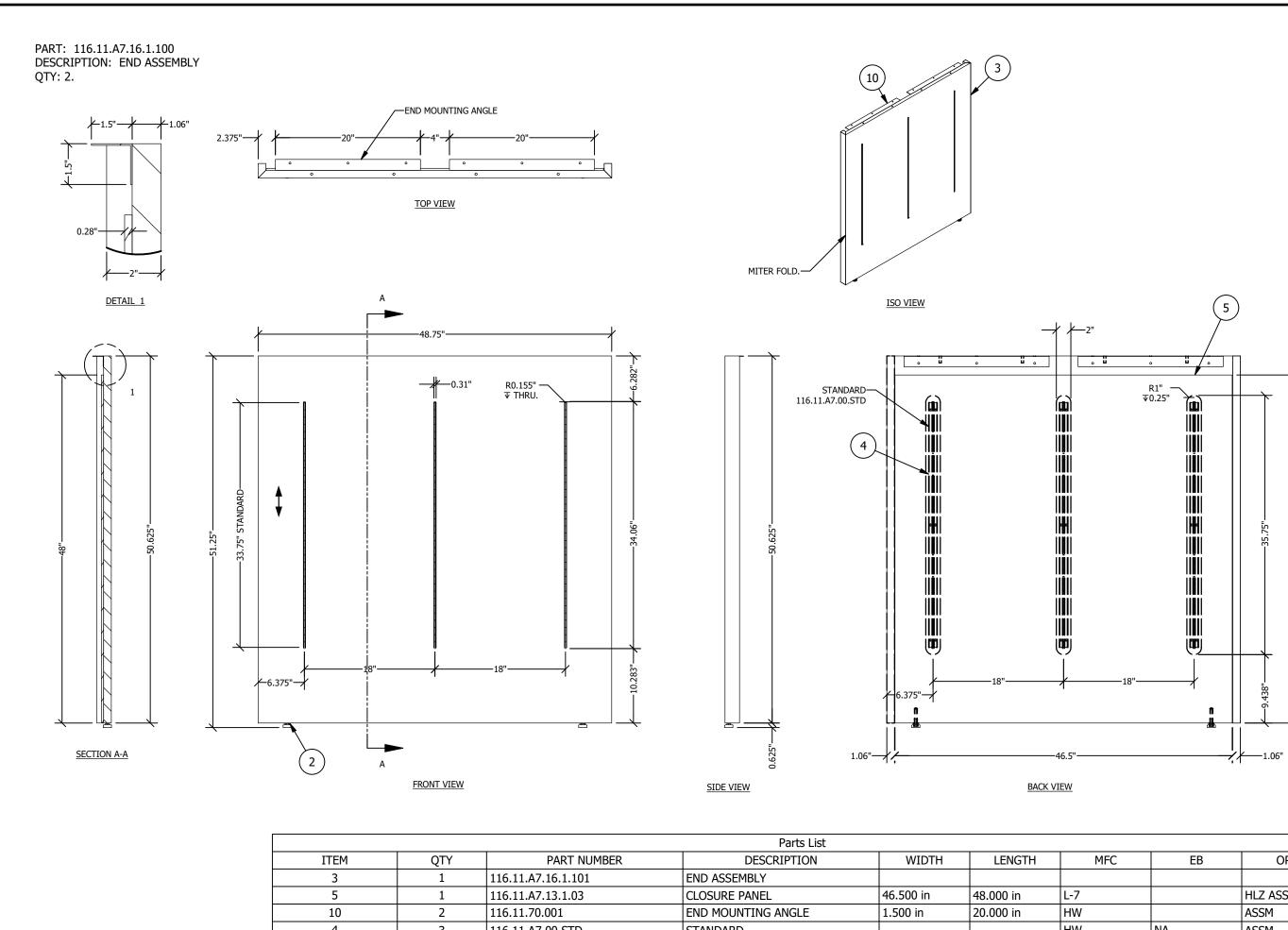
DATE: 3/26/2012

SHEET:1 of 9





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LOCATION: C:_Vault
Workspace_Projects\PLCB\A7
Gondolas\116.11.A7.16 (STOCK LIQUOR-SIZE D)\116.11.A7.16.0.100.idw

PART FILE: 116.11.A7.16.1.100

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TCM IS EXPRESSLY PROHIBITED. TCM SHALL ASSERT ALL LEGAL REMEDIES IN AN EVENT OF SUCH UNAUTHORIZED USE OF ITS CONFIDENTAL AND PROPRIETARY INFORMATION.

TCM STANDARD TOLERANCES

WOOD COMPONENTS: ±.031" FOR MITERS, BEVELS & ANGLES ±.5°

FOR MACHINING & HOLE CENTERS ±.015"

METAL PARTS: ±.020" FOR FORMED ANGLES ±.5° HOLE CENTERS & NOTCHES ±.015"

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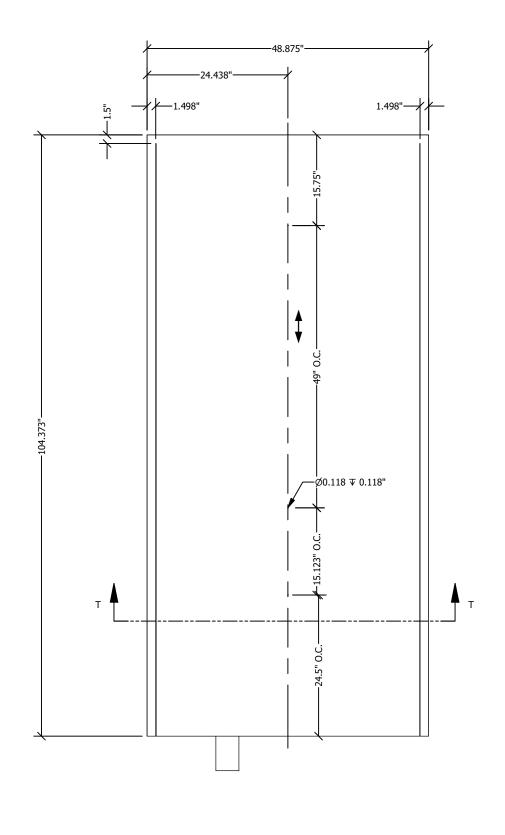
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TITLE: A7.16 STOCK LIQUOR -SIZE

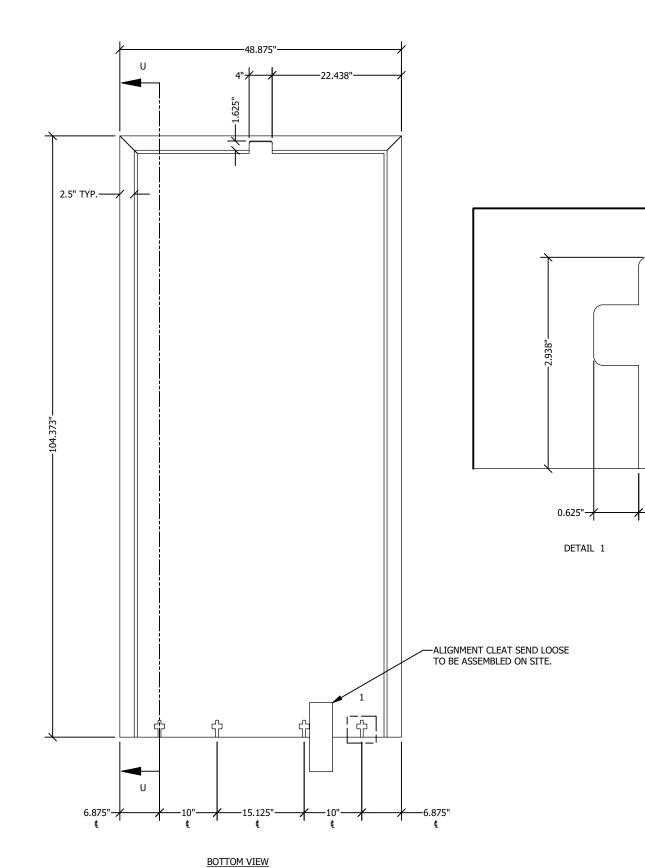
PART NUMBER: 116.11.A7.16

Parts List									
ITEM	QTY	PART NUMBER	DESCRIPTION	WIDTH	LENGTH	MFC	EB	OPS	CUSTOMER: PLCB
3	1	116.11.A7.16.1.101	END ASSEMBLY						
5	1	116.11.A7.13.1.03	CLOSURE PANEL	46.500 in	48.000 in	L-7		HLZ ASSM	AUTHOR: R. PENNOCK III
10	2	116.11.70.001	END MOUNTING ANGLE	1.500 in	20.000 in	HW		ASSM	DATE: 3/26/2012
4	3	116.11.A7.00.STD	STANDARD			HW	NA	ASSM	
2	2	S561810TH2 (WELD NUT)	STAFAST WELD NUT			HW		ASSM	SHEET:3 of 9

PART: 116.11.A7.16.2.100 DESCRIPTION: TOP ASSEMBLY



TOP VIEW



LOCATION: C:_Vault Workspace_Projects\PLCB\A7 Gondolas\116.11.A7.16 (STOCK LIQUOR-SIZE D)\116.11.A7.16.0.100.idw

PART FILE: 116.11.A7.16.2.100

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TCM STANDARD TOLERANCES

WOOD COMPONENTS: ±.031"
FOR MITERS, BEVELS & ANGLES ±.5'

FOR MACHINING & HOLE CENTERS ±.015"

METAL PARTS: ±.020"
FOR FORMED ANGLES ±.5'
HOLE CENTERS & NOTCHES ±.015"

(ALL DRAWINGS N.T.S. UNLESS OTHERWISE NOTED)



T.C. MILLWORK, INC.

| 0.625"

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TITLE: A7.16 STOCK LIQUOR -SIZE D

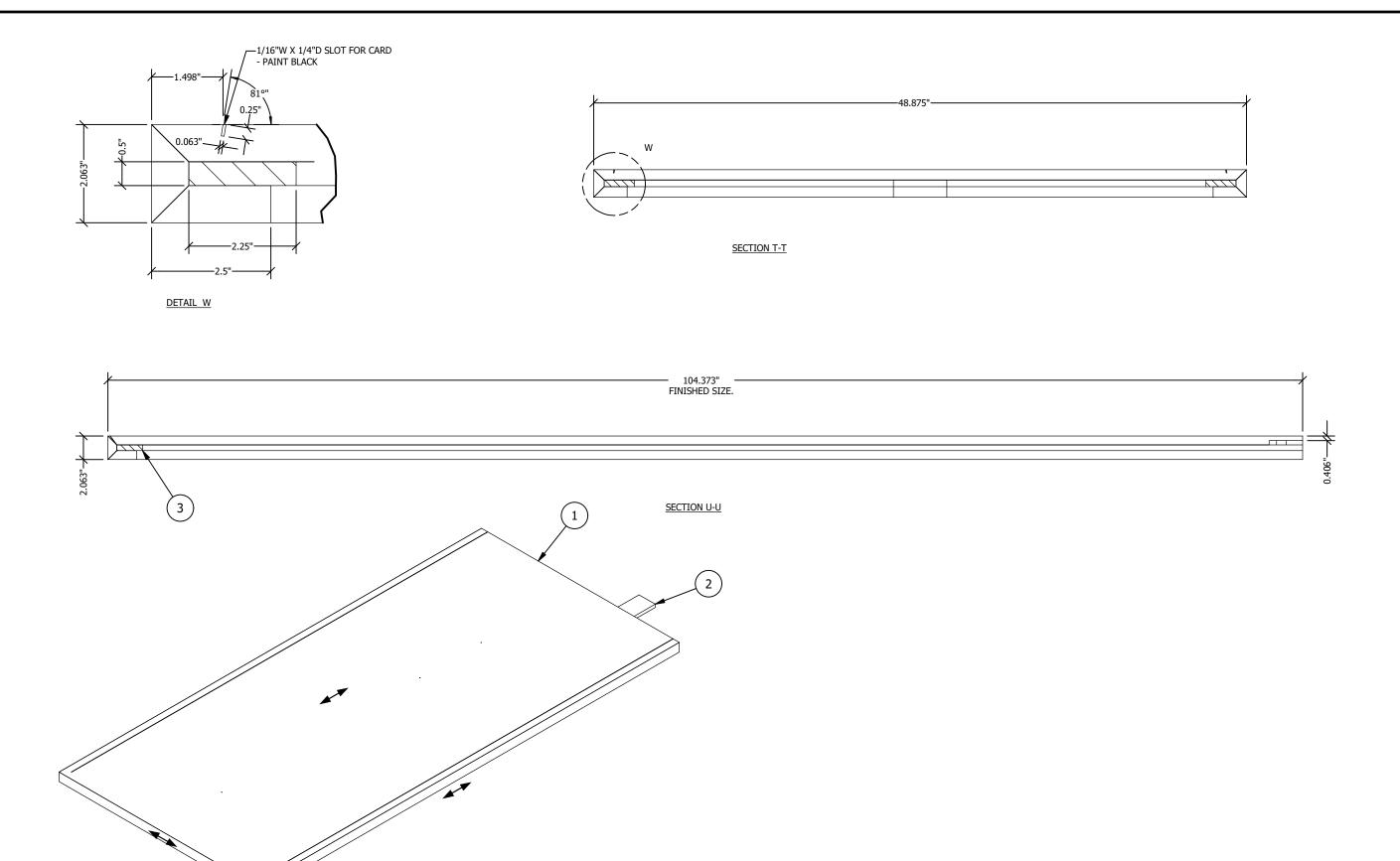
PART NUMBER: 116.11.A7.16

CUSTOMER: PLCB

AUTHOR: R. PENNOCK III

DATE: 3/26/2012

SHEET:4 of 9



PART NUMBER

116.11.A7.16.2.01

116.11.A7.02.2.05

116.11.A7.16.2.07

Parts List

WIDTH

48.875 in

4.000 in

2.25

LENGTH

104.373 in

12.000 in

103.591 in

MFC

L-9

WD-2

WD-2

EΒ

OPS ONS ASSM

HLZ ASSM

HLZ ASSM

DESCRIPTION

TOP ALIGNMENT CLEAT

TOP SPACER

TOP

ISO VIEW

ITEM

2

3

QTY

1

4

LOCATION: C:_Vault Workspace_Projects\PLCB\A7 Gondolas\116.11.A7.16 (STOCK LIQUOR-SIZE D)\116.11.A7.16.0.100.idw

PART FILE: 116.11.A7.16.2.100

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TCM STANDARD TOLERANCES

WOOD COMPONENTS: ±.031"
FOR MITERS, BEVELS & ANGLES ±.5'

FOR MACHINING & HOLE CENTERS ±.015"

METAL PARTS: ±.020"

FOR FORMED ANGLES ±.5'

HOLE CENTERS & NOTCHES ±.015"

(ALL DRAWINGS N.T.S. UNLESS OTHERWISE NOTED)



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TITLE: A7.16 STOCK LIQUOR -SIZE D

PART NUMBER: 116.11.A7.16

CUSTOMER: PLCB

AUTHOR: R. PENNOCK III

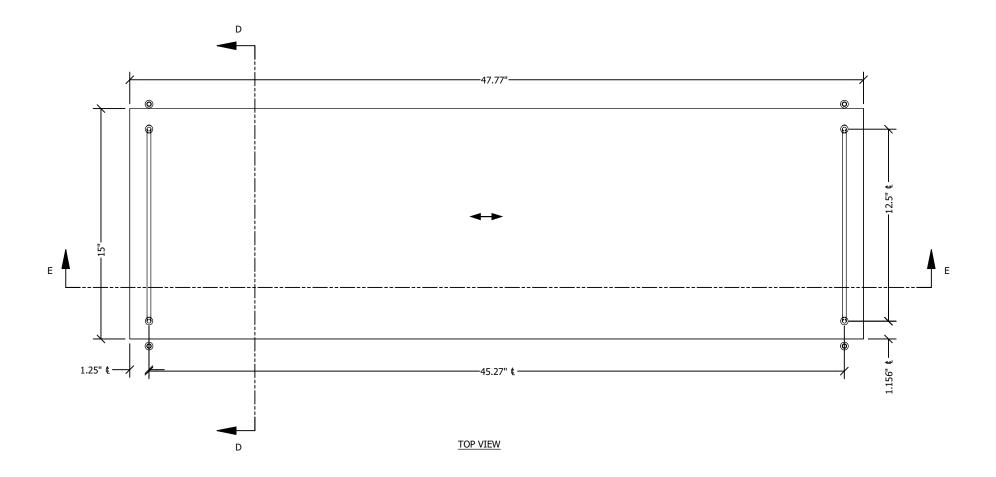
DATE: 3/26/2012

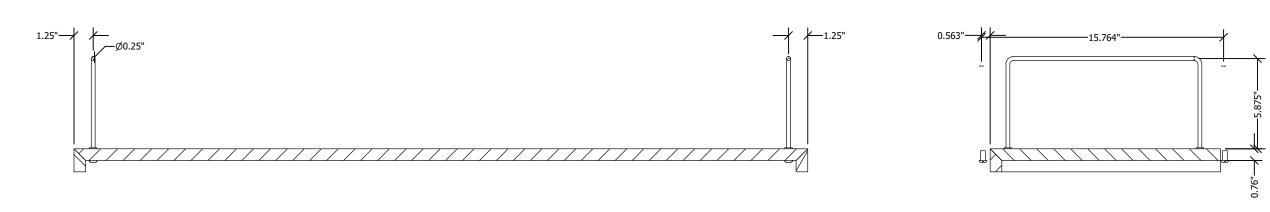
SHEET:5 of 9

PART: 116.11.A7.16.4.101 DESCRIPTION: ADJ SHELF ASSEMBLY QTY: 4/UNIT

MITER FOLD

ISO VIEW





SECTION E-E

LOCATION: C:_Vault Workspace_Projects\PLCB\A7 Gondolas\116.11.A7.16 (STOCK LIQUOR-SIZE D)\116.11.A7.16.0.100.idw

PART FILE: 116.11.A7.16.4.101

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TCM STANDARD TOLERANCES

WOOD COMPONENTS: ±.031"

FOR MITERS, BEVELS & ANGLES ±.5° FOR MACHINING & HOLE CENTERS ±.015"

METAL PARTS: ±.020" FOR FORMED ANGLES ±.5° HOLE CENTERS & NOTCHES ±.015"

(ALL DRAWINGS N.T.S. UNLESS OTHERWISE NOTED)



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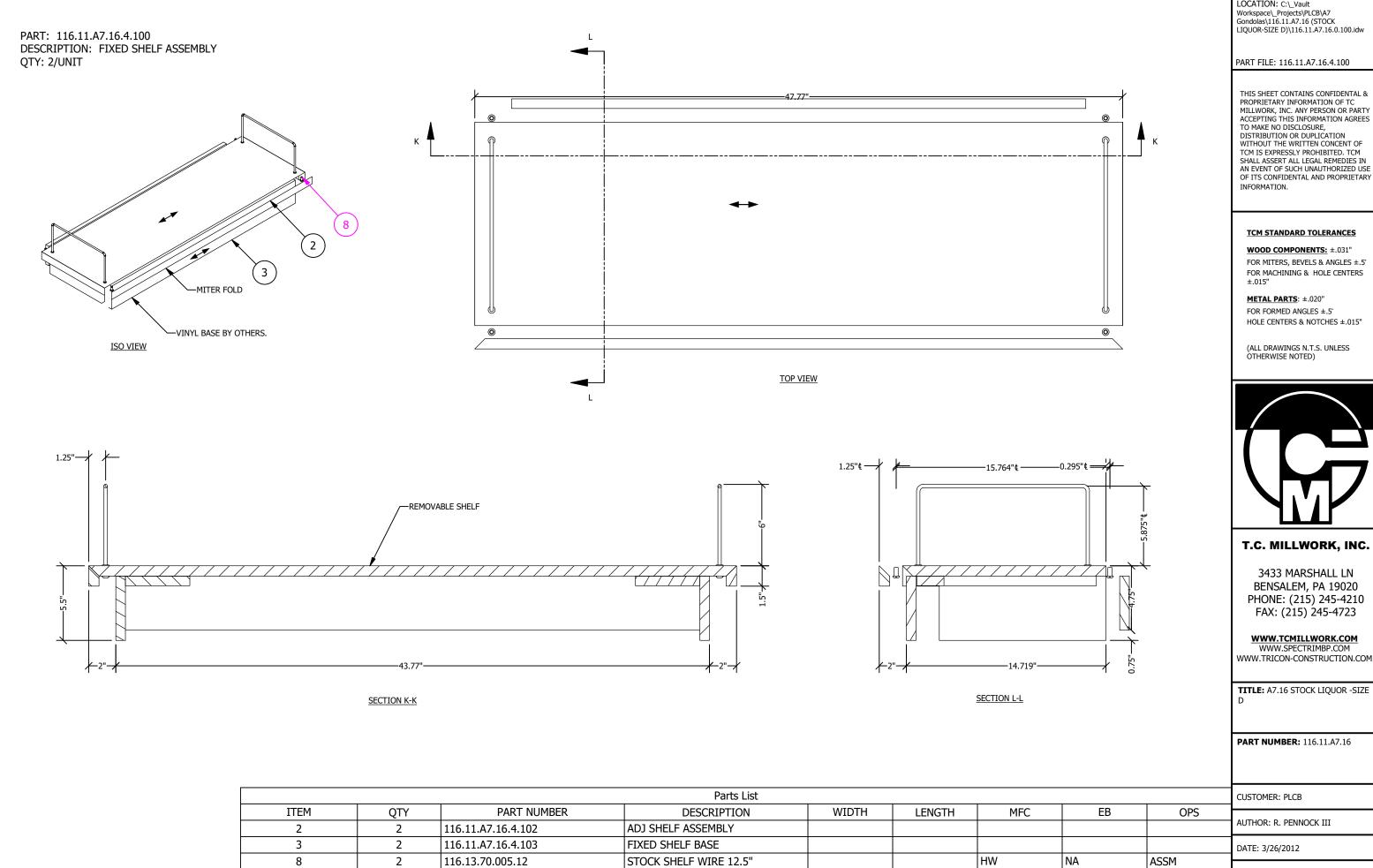
TITLE: A7.16 STOCK LIQUOR -SIZE

PART NUMBER: 116.11.A7.16

CUSTOMER: PLCB

				Douts List						
Parts List										
	ITEM	QTY	PART NUMBER	DESCRIPTION	WIDTH	LENGTH	MFC	EB	OPS	AUTHOR: R. PENNOCK III
	1	1	116.11.A7.13.4.104	ADJ SHELF ASSEMBLY						DATE: 3/26/2012
	2	2	116.13.70.005.12	STOCK SHELF WIRE 12.5"			HW	NA	ASSM	
	3	4	SCW.JSN142016SD	1/4"-20 FEMALE SEX SCREW			HW		ASSM	SHEET:6 of 9

SECTION D-D



1/4"-20 FEMALE SEX SCREW

HW

9

4

SCW.JSN142016SD

LOCATION: C:_Vault Workspace_Projects\PLCB\A7 Gondolas\116.11.A7.16 (STOCK LIQUOR-SIZE D)\116.11.A7.16.0.100.idw

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TCM IS EXPRESSLY PROHIBITED. TCM SHALL ASSERT ALL LEGAL REMEDIES IN AN EVENT OF SUCH UNAUTHORIZED USE OF ITS CONFIDENTAL AND PROPRIETARY

WOOD COMPONENTS: ±.031" FOR MITERS, BEVELS & ANGLES ±.5°

FOR MACHINING & HOLE CENTERS

FOR FORMED ANGLES ±.5° HOLE CENTERS & NOTCHES ±.015"

(ALL DRAWINGS N.T.S. UNLESS OTHERWISE NOTED)



T.C. MILLWORK, INC.

3433 MARSHALL LN BENSALEM, PA 19020 PHONE: (215) 245-4210 FAX: (215) 245-4723

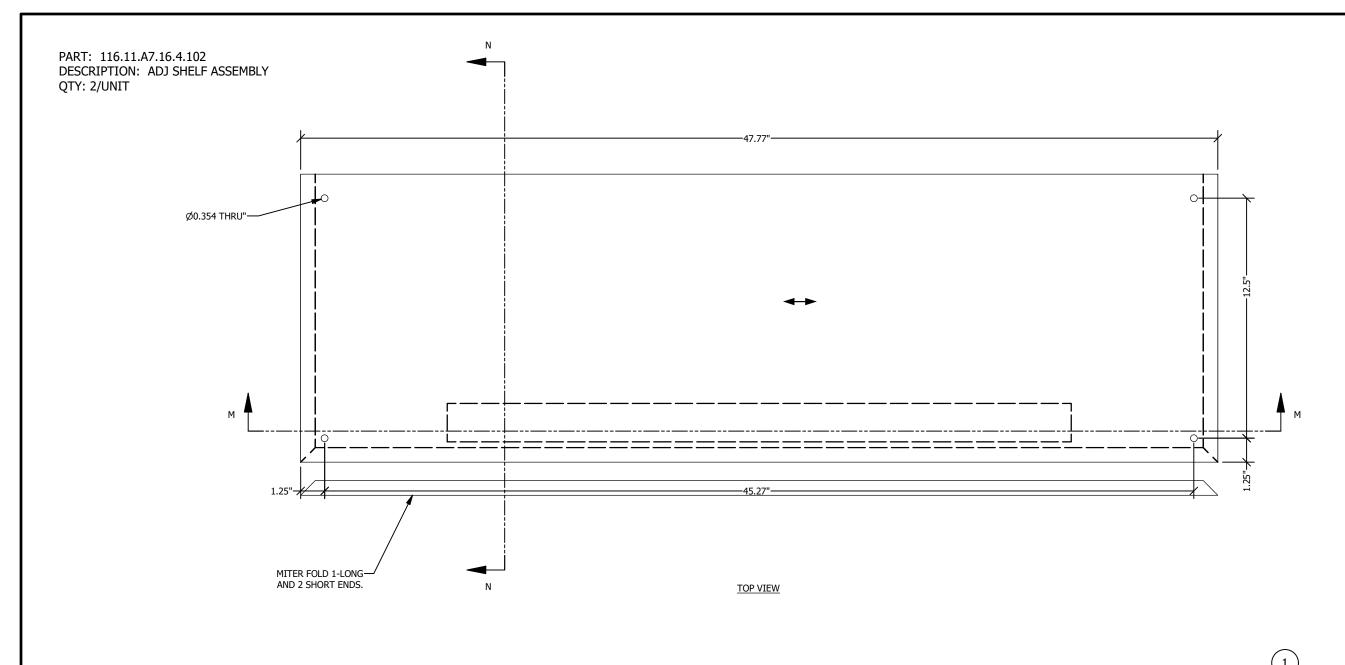
WWW.TCMILLWORK.COM

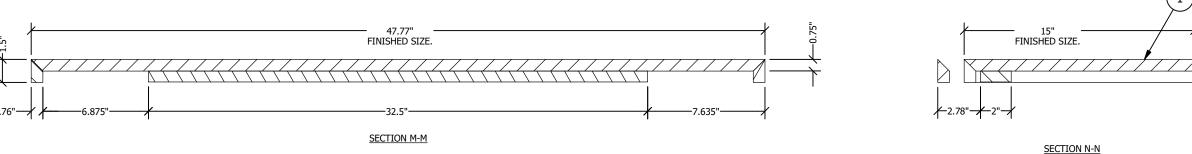
WWW.SPECTRIMBP.COM WWW.TRICON-CONSTRUCTION.COM

PART NUMBER: 116.11.A7.16

	CUSTOMER: PLCB
PS	AUTHOR: R. PENNOCK III
	DATE: 3/26/2012
	SHEET:7 of 9

ASSM





LOCATION: C:_Vault Workspace_Projects\PLCB\A7 Gondolas\116.11.A7.16 (STOCK LIQUOR-SIZE D)\116.11.A7.16.0.100.idw

PART FILE: 116.11.A7.16.4.102

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TCM STANDARD TOLERANCES

WOOD COMPONENTS: ±.031"

FOR MITERS, BEVELS & ANGLES ±.5' FOR MACHINING & HOLE CENTERS ±.015"

METAL PARTS: ±.020"
FOR FORMED ANGLES ±.5'
HOLE CENTERS & NOTCHES ±.015"

(ALL DRAWINGS N.T.S. UNLESS OTHERWISE NOTED)



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TITLE: A7.16 STOCK LIQUOR -SIZE

PART NUMBER: 116.11.A7.16

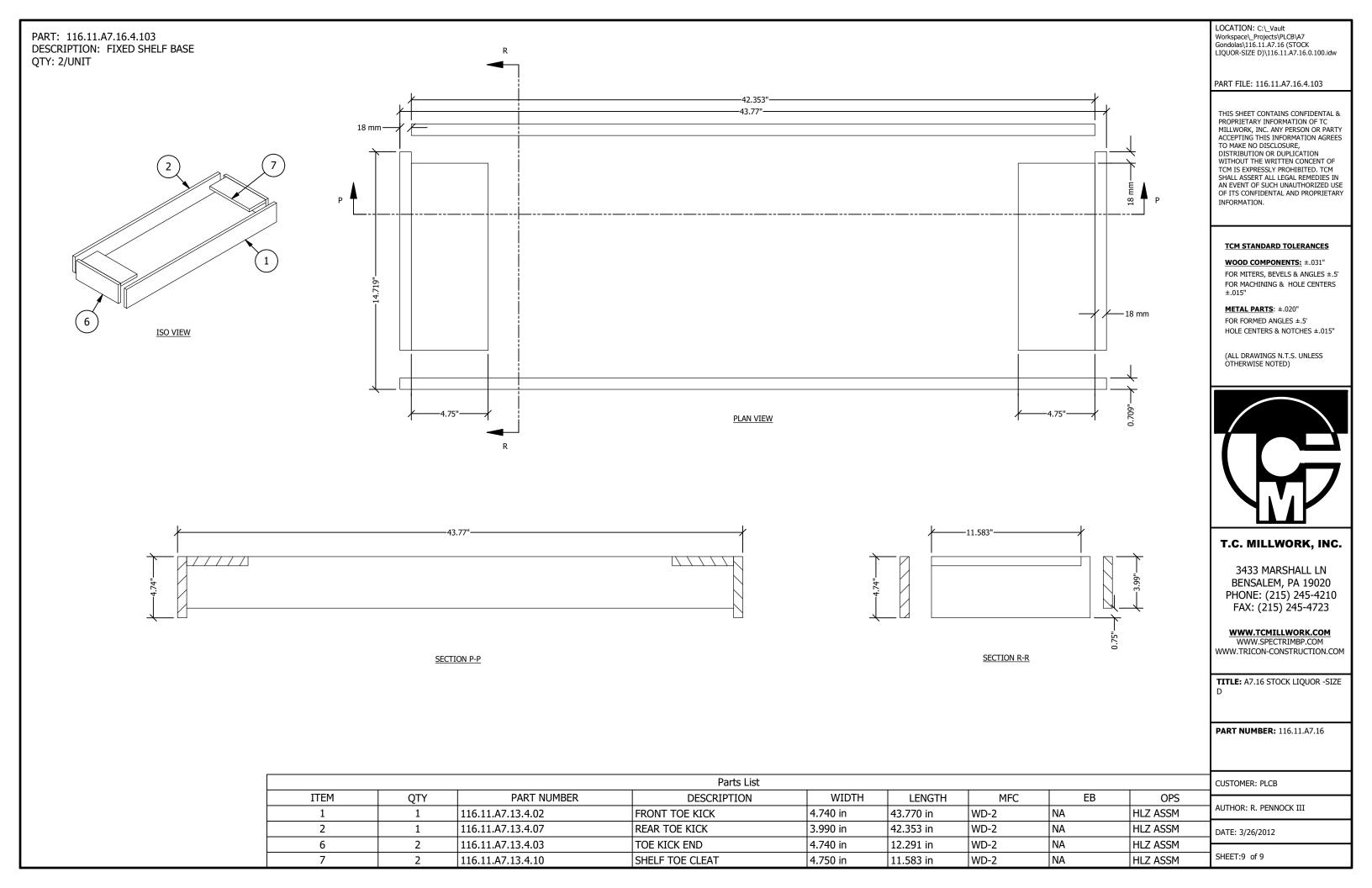
CUSTOMER: PLCB

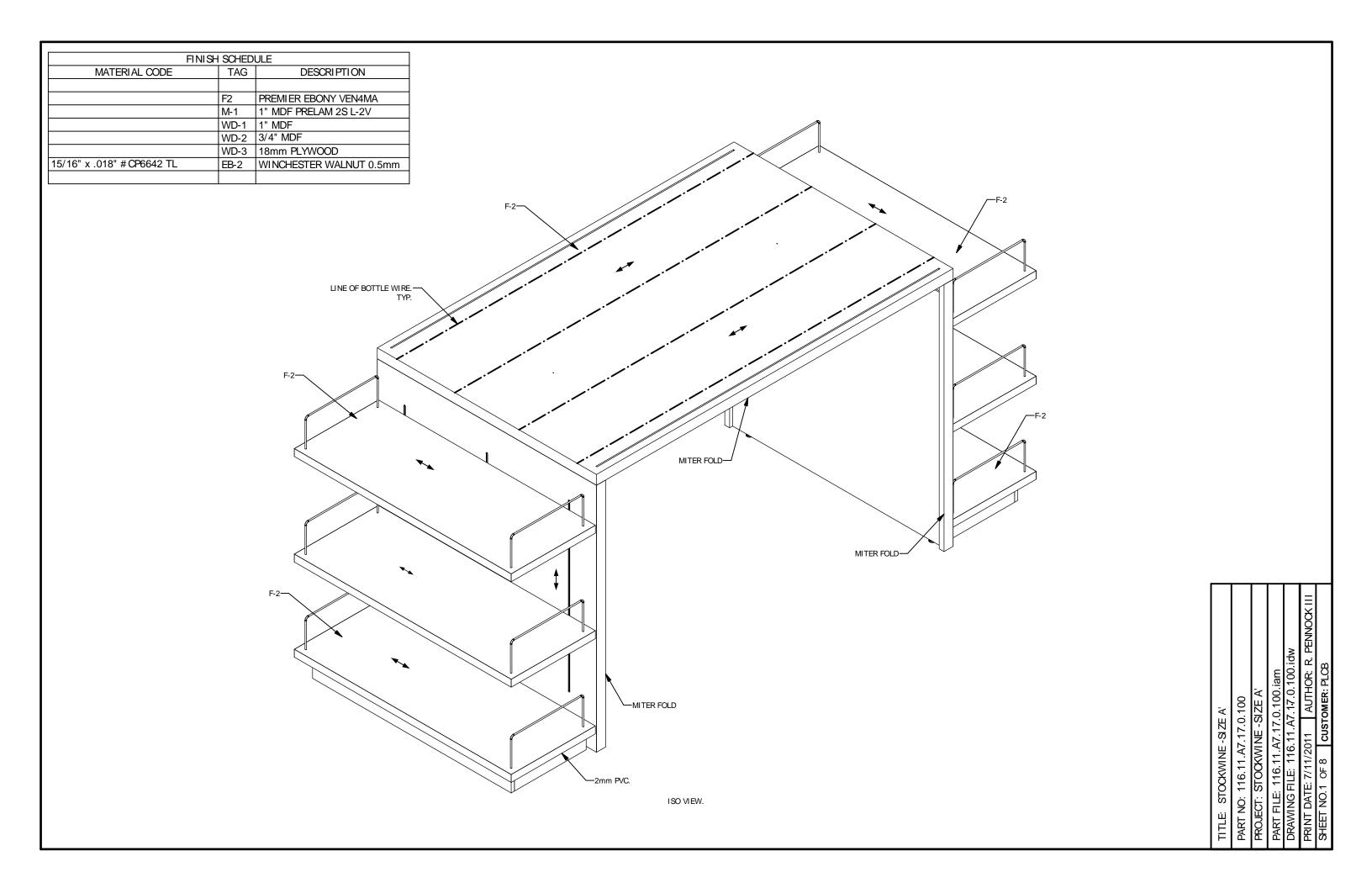
AUTHOR: R. PENNOCK III

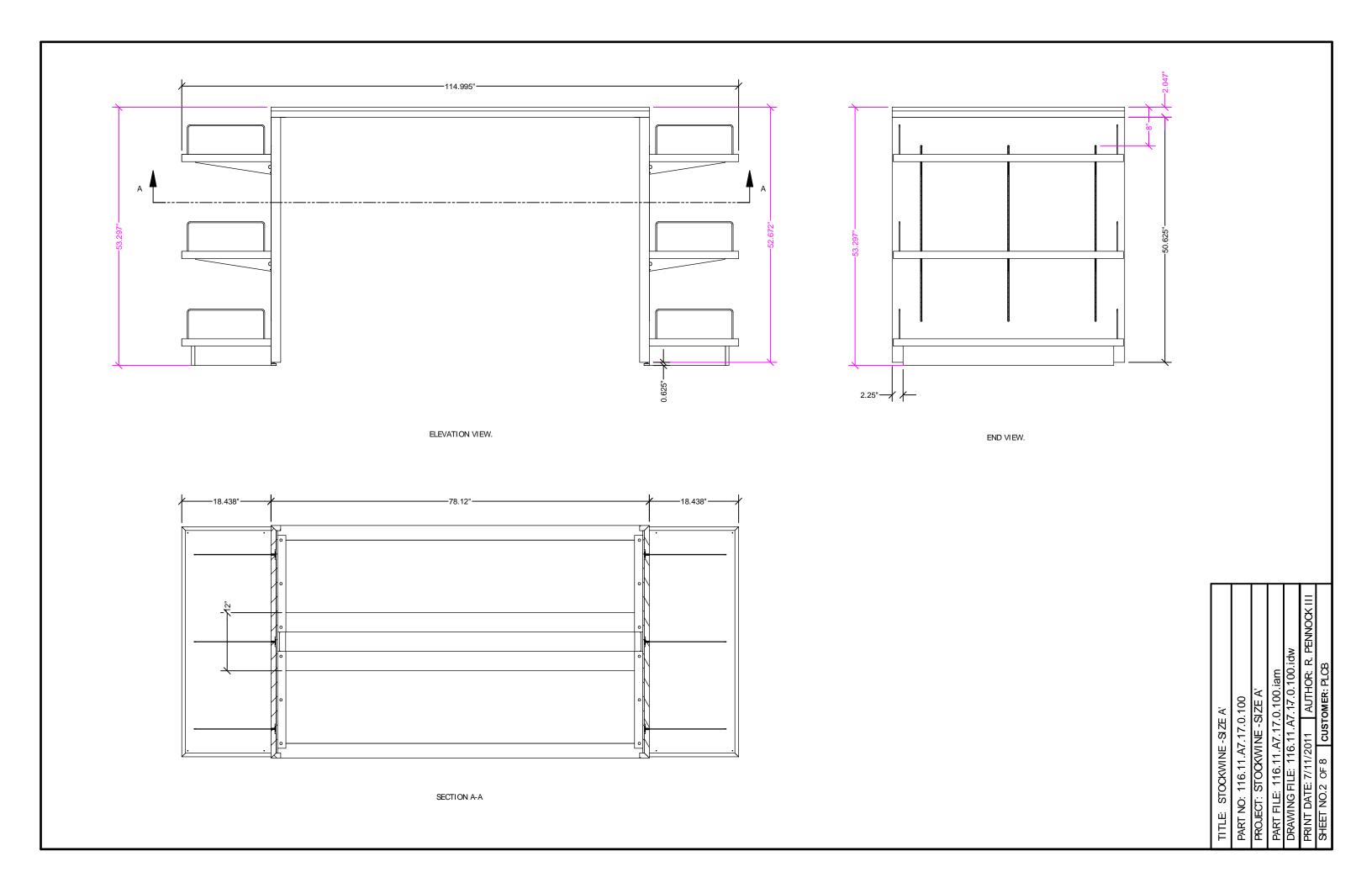
DATE: 3/26/2012

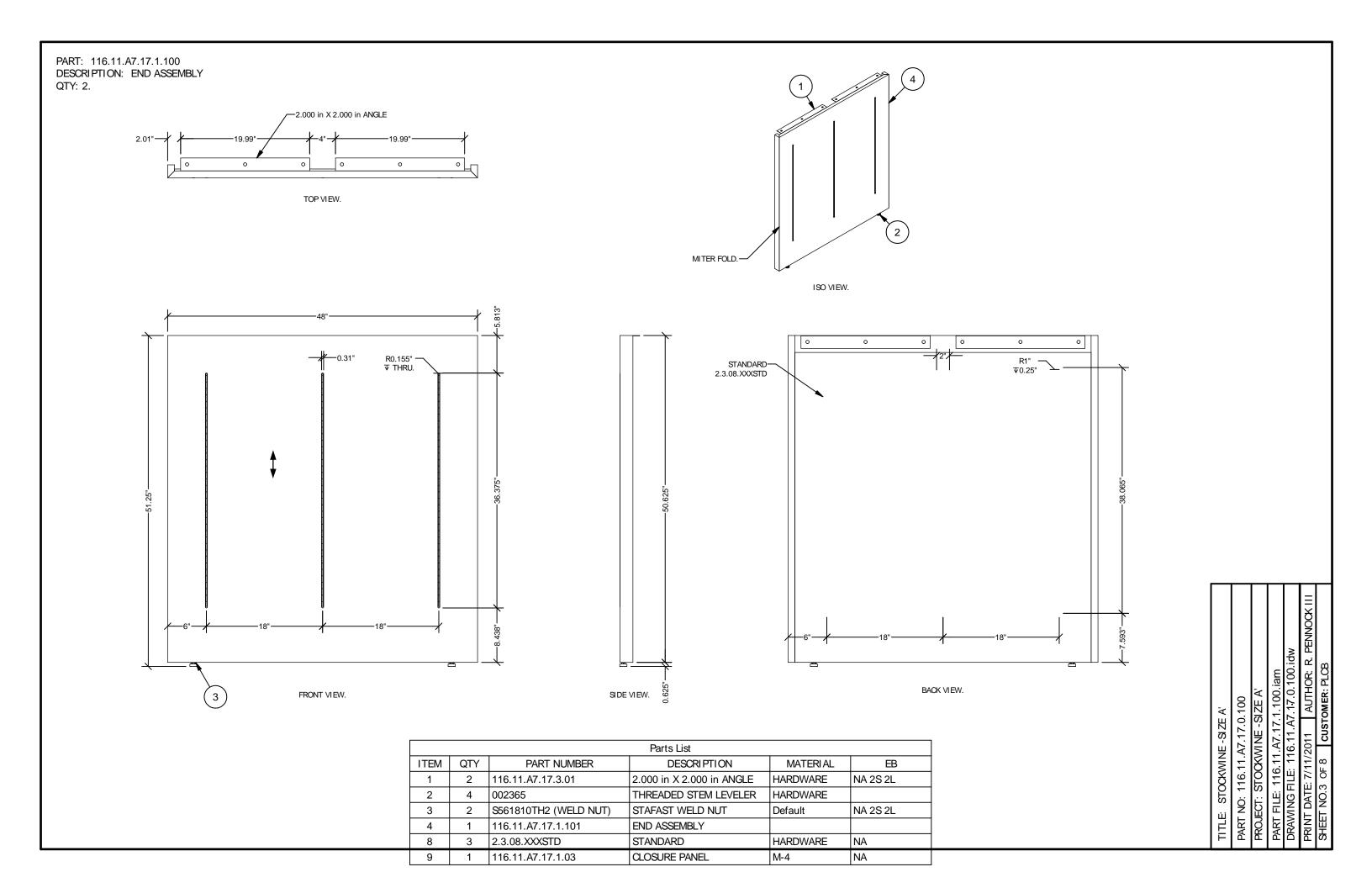
HEET:8 of 9

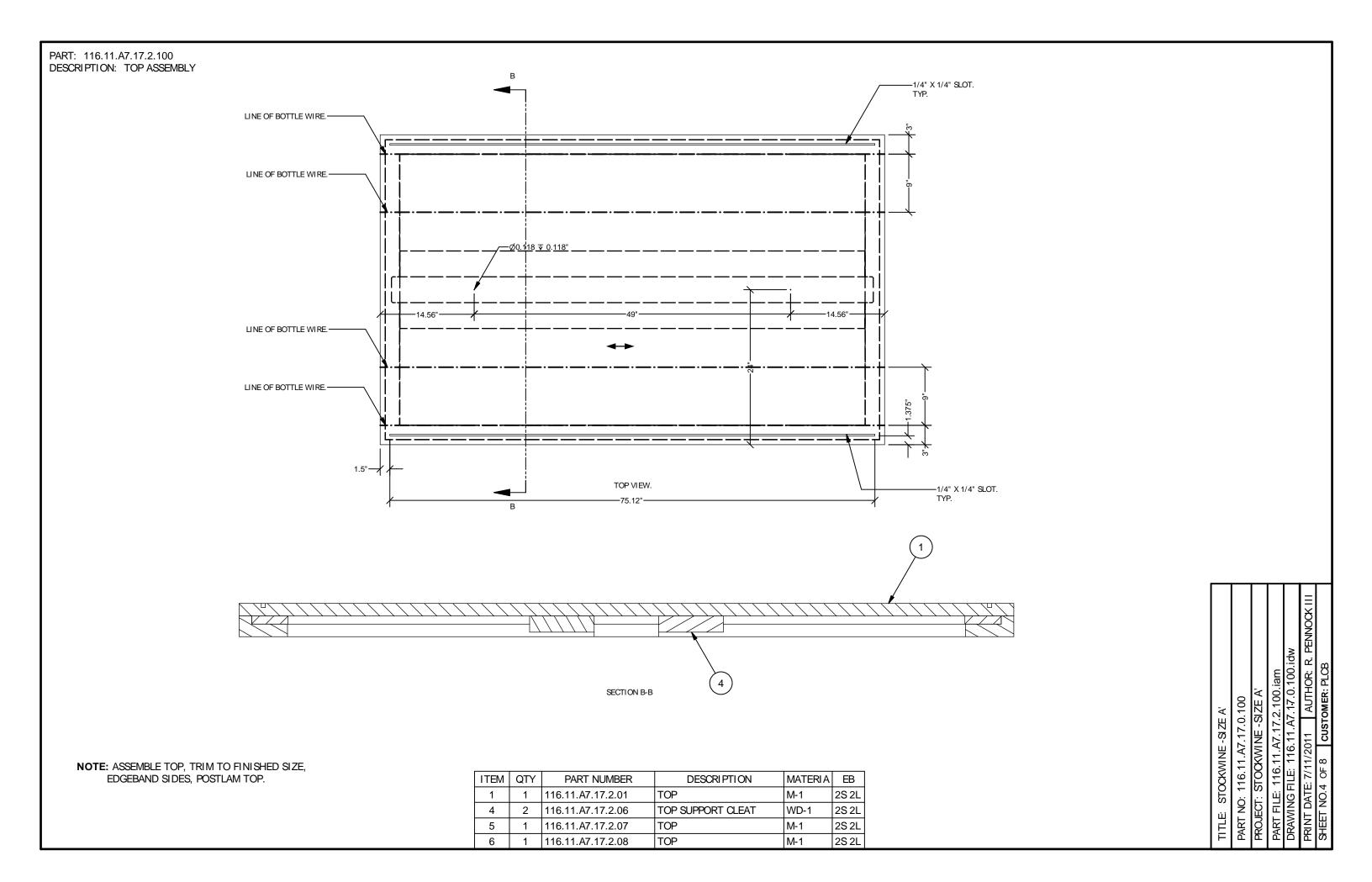
			Parts List						AUTH
ITEM	QTY	PART NUMBER	DESCRIPTION	WIDTH	LENGTH	MFC	EB	OPS	DATE
1	1	116.11.A7.13.4.04	SHELF TOP MITER-FOLD	19.938 in	50.770 in	L-9		HLZ BFTP ASSM	
5	1	116.11.A7.13.4.11	CLEAT	2.000 in	32.500 in	WD-2	NA	HLZ ASSM	SHEE

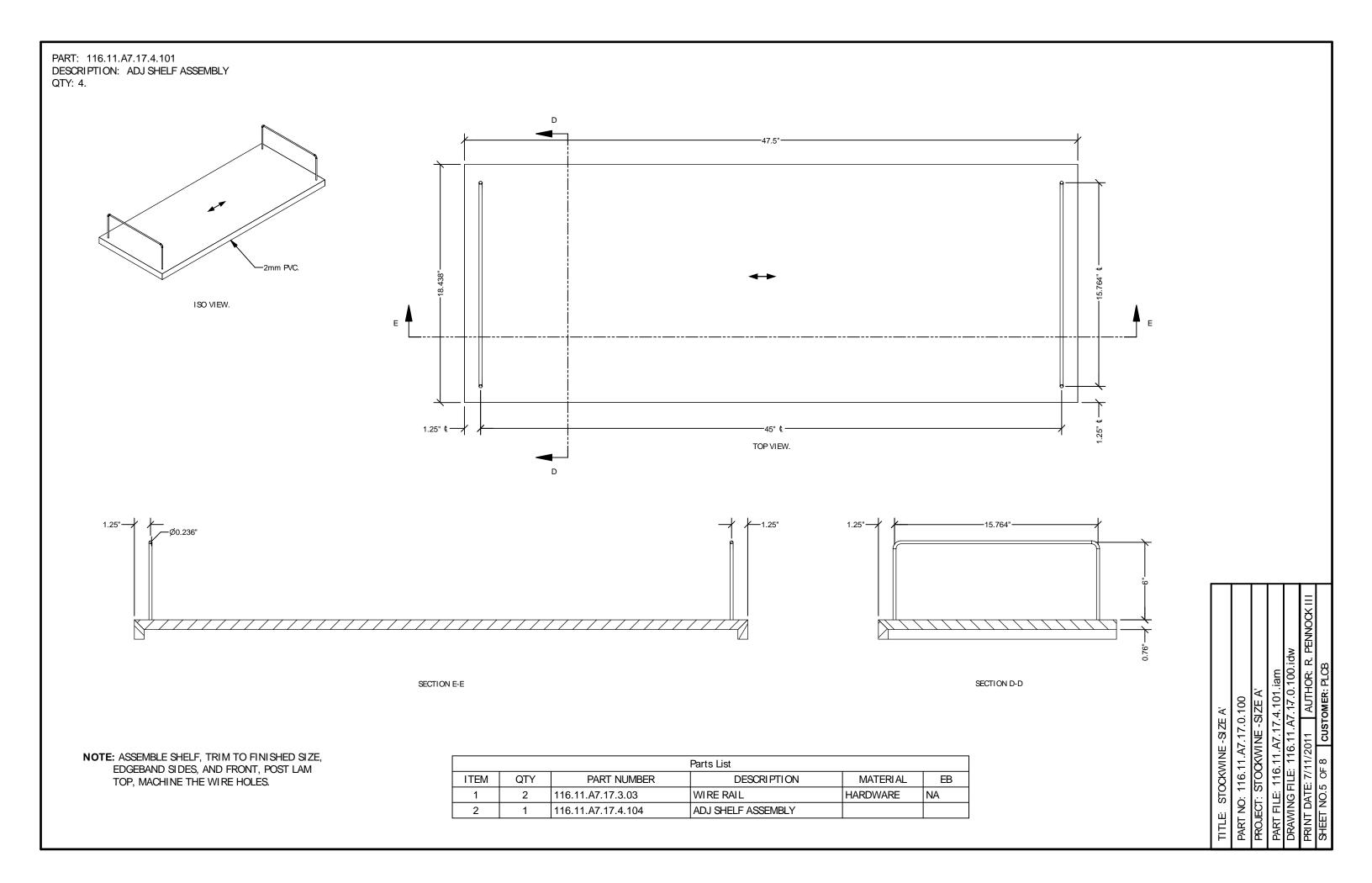


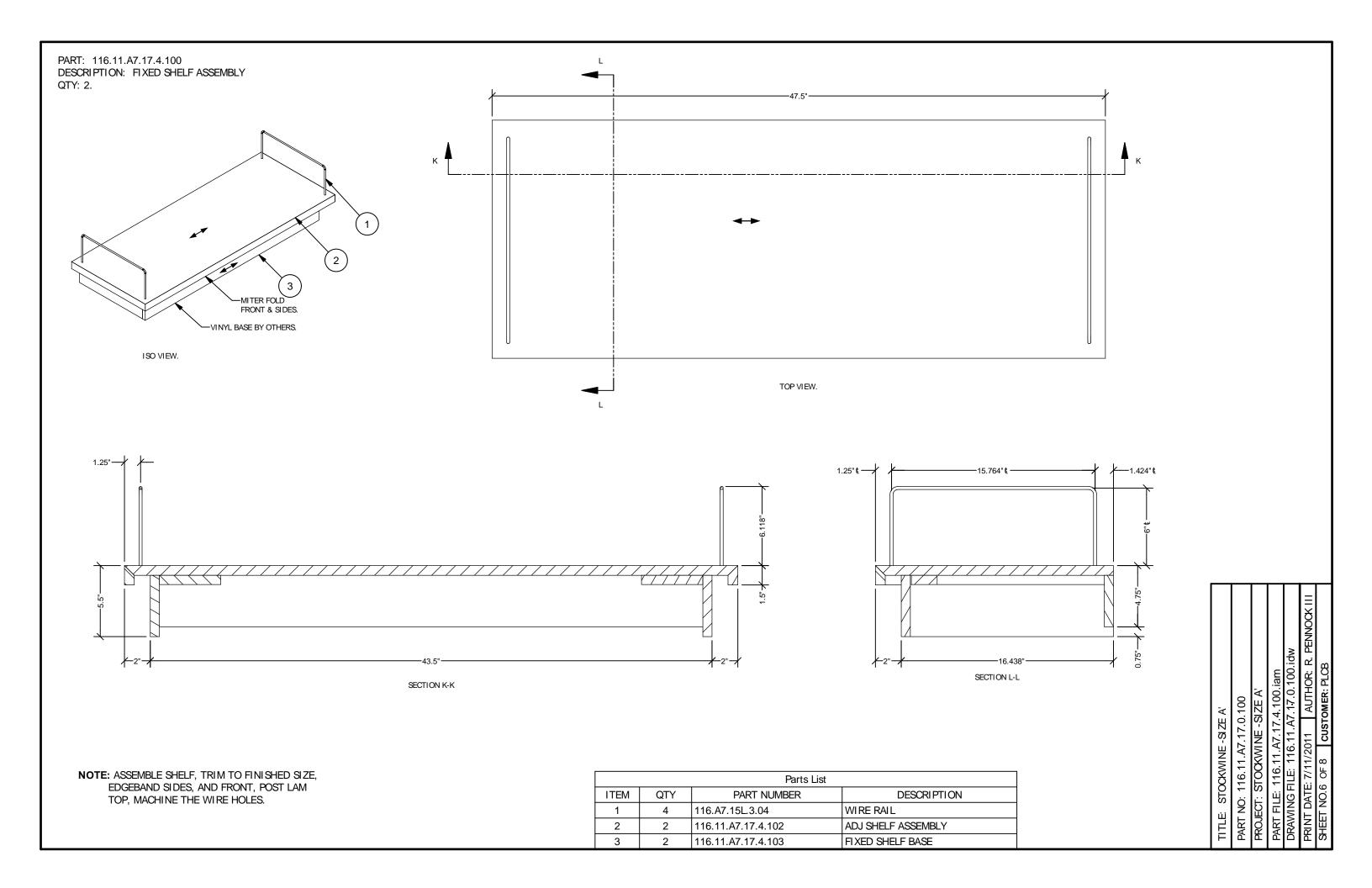


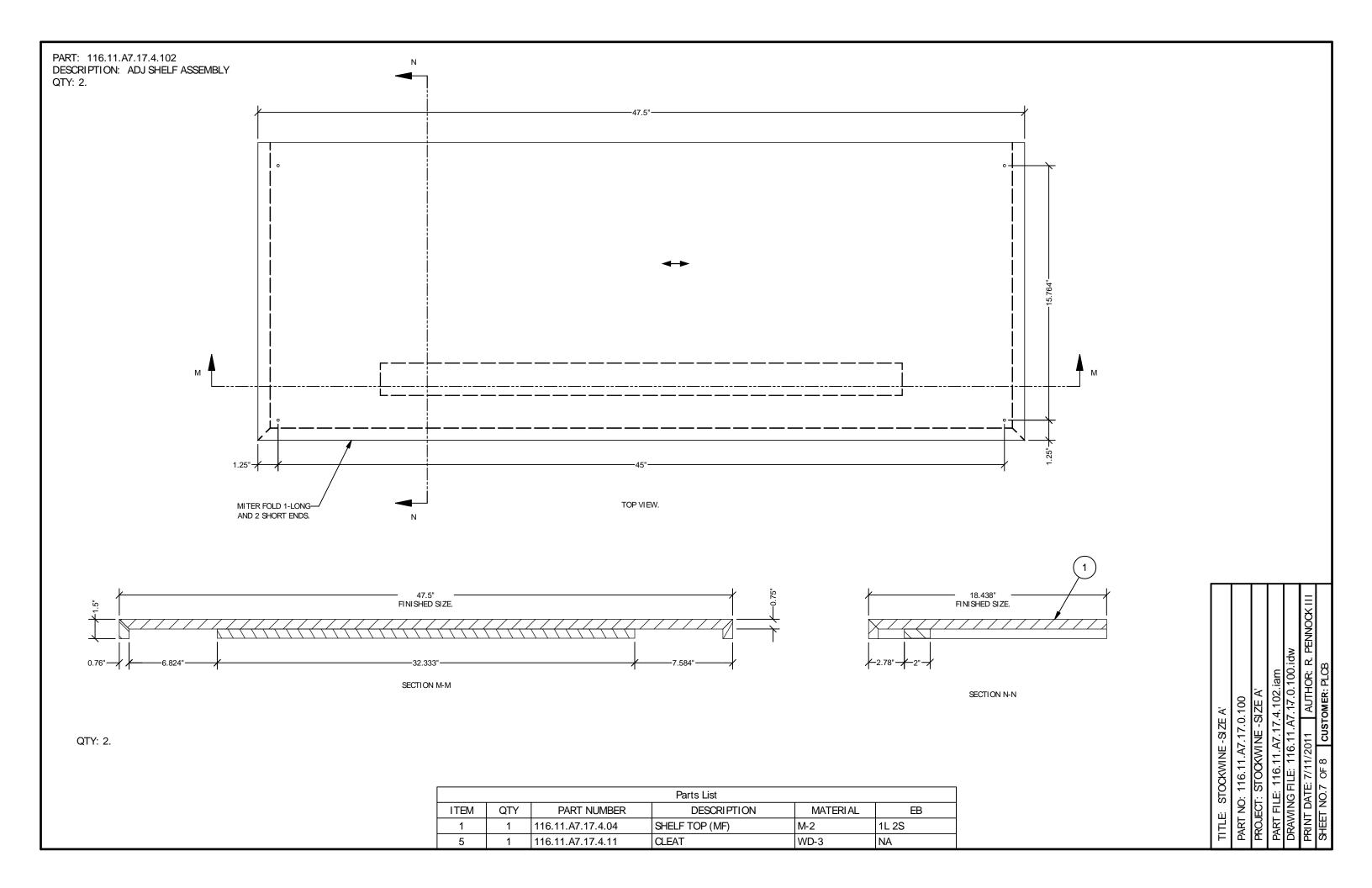


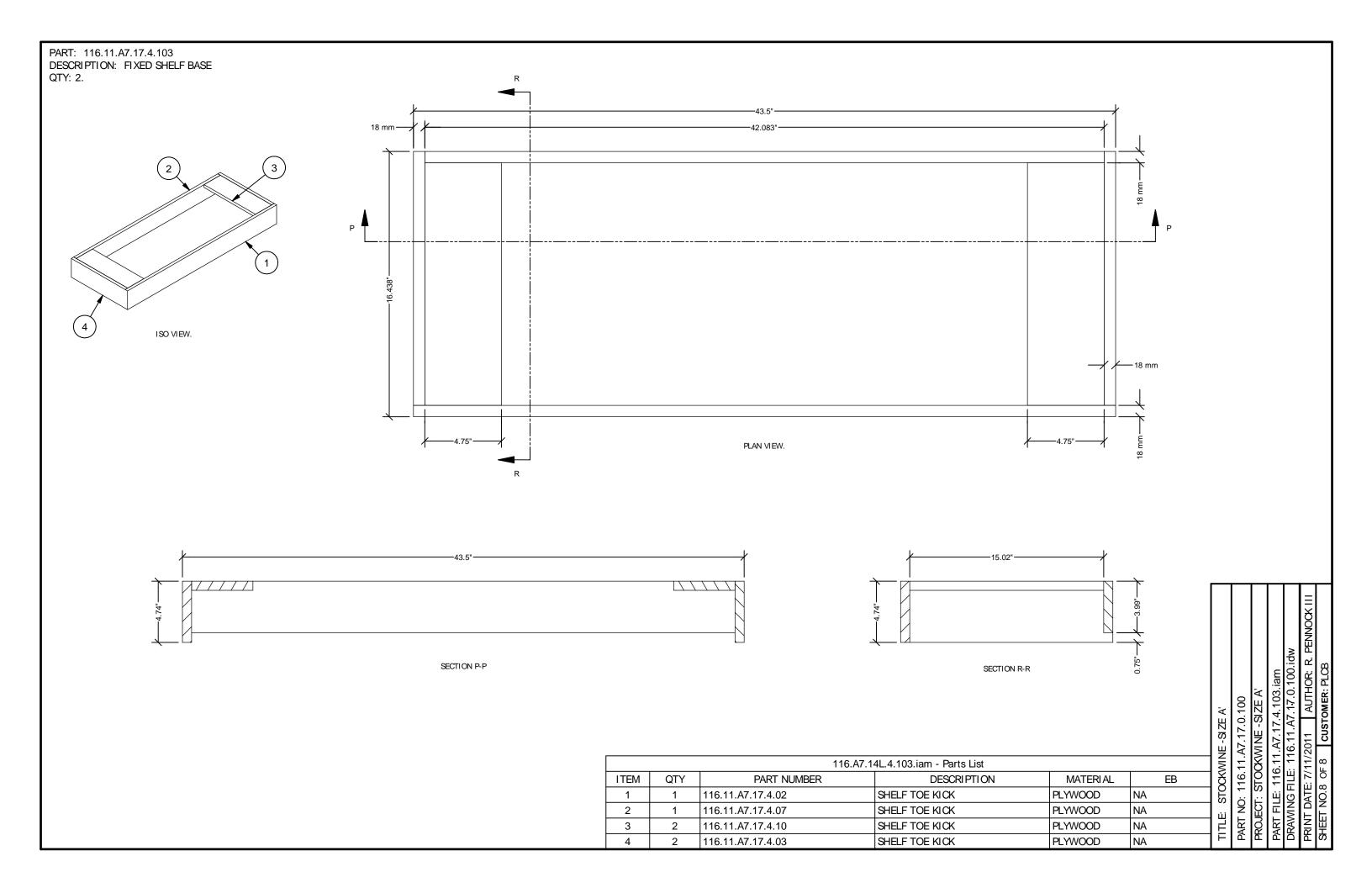












		FINISH SCHEDULE			
MFC	MATERIAL CODE	DESCRIPTION	PAINT	VAC PRESS	
L-7	116.PUR.03	EBONY FILM 1-S 4X10X1/4 MDF			
L-10	116.PUR.31	EBONY VEN4MA 1-S/1-S BACKER 5X12X3/4 MDF			
L-11	116.PUR.32	EBONY VEN4MA 1-S/1-S BACKER 5X10X1 MDF			
WD-1	MDF24060096	MDF RAW 3/4 X 61X97			
WD-2	PLY.ST18MM048096	STD PLYWOOD 18MMX48X96			
WD-3	PLY.MP.16048096	MULTI-PLY PLYWOOD 1/2X48X96			
EB-2	1 1/4" x .028" #7962	PREMIER EBONY			CATEGORY FRAME w/ WIRE GLASS INSERT
P-3		ROHM & HAAS #33-9012 'MINERAL BRONZE'			CATEGORY FRAME w/ WIRE GLASS INSERT SEE SEPARATE DRAWING FOR DETAILS
P-4		GLOSS BLACK POWDER COAT			
	F-2	F-2 MITTER FOLD		F-2— MITER	FOLD ISO VIEW

LOCATION: C:_Vault Workspace_Projects\PLCB\A7 Gondolas\116.11.A7.18 (STOCK WINE-SIZE B)\116.11.A7.18.0.100.idw

PART FILE: 116.11.A7.18.0.100

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TCM STANDARD TOLERANCES

WOOD COMPONENTS: ±.031"

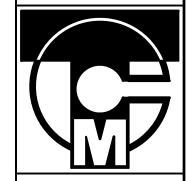
FOR MITERS, BEVELS & ANGLES ±.5' FOR MACHINING & HOLE CENTERS ±.015"

METAL PARTS: ±.020"

FOR FORMED ANGLES ±.5'

HOLE CENTERS & NOTCHES ±.015"

(ALL DRAWINGS N.T.S. UNLESS OTHERWISE NOTED)



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TITLE: A7.18 STOCK WINE-SIZE B

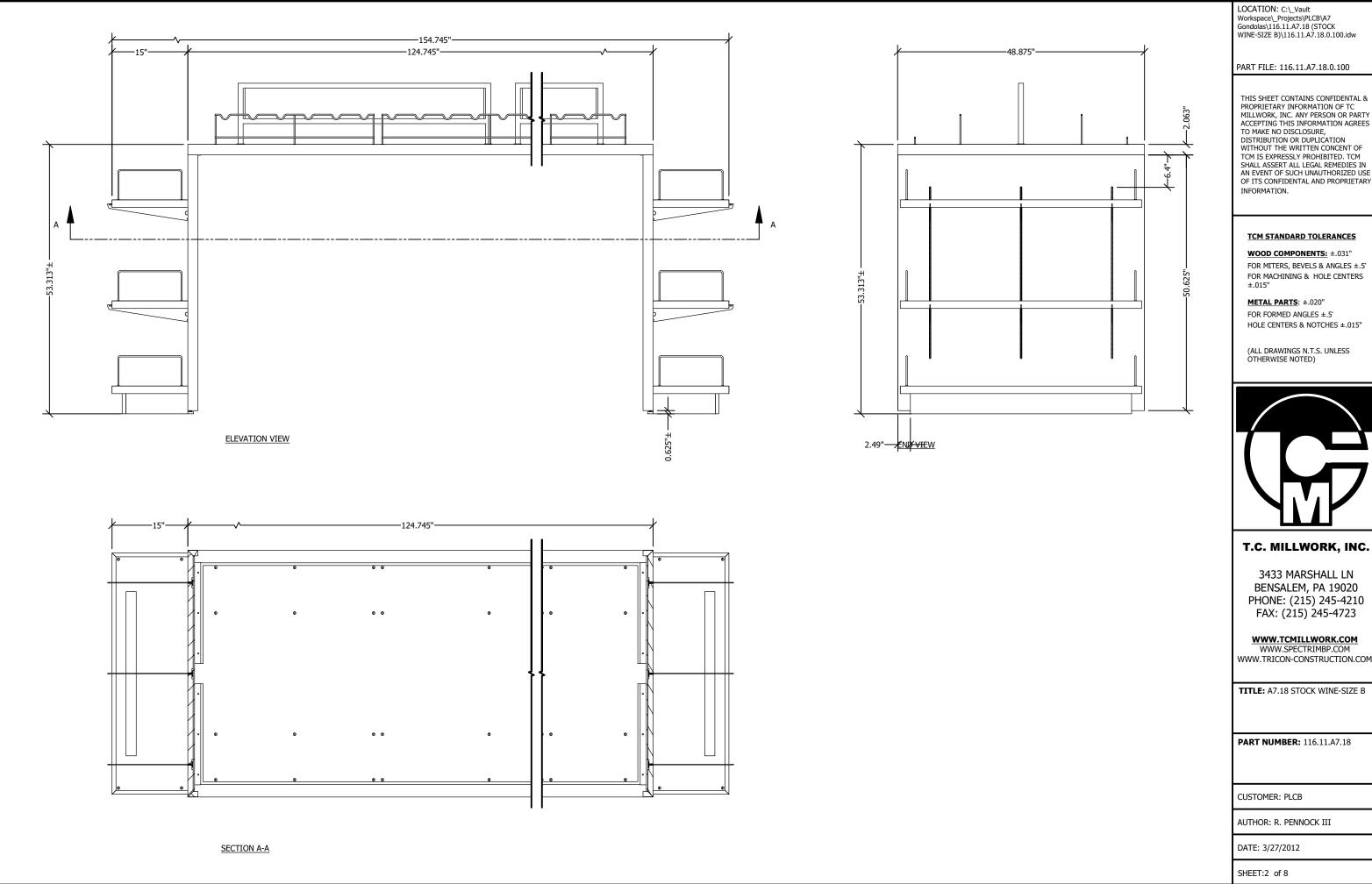
PART NUMBER: 116.11.A7.18

CUSTOMER: PLCB

AUTHOR: R. PENNOCK III

DATE: 3/27/2012

SHEET:1 of 8



WINE-SIZE B)\116.11.A7.18.0.100.idw

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FOR MACHINING & HOLE CENTERS



BENSALEM, PA 19020 PHONE: (215) 245-4210 FAX: (215) 245-4723

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PART: 116.11.A7.18.2.100 DESCRIPTION: TOP ASSEMBLY -15.625"--15.625"---21.125"--21.125"--20.25"· 1.75"--1.75" 1.75"-THRU Ø0.354" –Ø0.118 ▼ 0.118" (40X) 10.435" 10.435" **′** 5.875" -1/16"W X 1/4"D CARD SLOT 1.5"— @ 9' FROM VERTICAL-PAINT BLACK -1/16"W X 1/4"D CARD SLOT -124.745"-@ 9' FROM VERTICAL-PAINT BLACK TOP VIEW -1/16"W X 1/4"D CARD SLOT SECTION B-B @ 9' FROM VERTICAL-PAINT BLACK

LOCATION: C:_Vault Workspace_Projects\PLCB\A7 Gondolas\116.11.A7.18 (STOCK WINE-SIZE B)\116.11.A7.18.0.100.idw

PART FILE: 116.11.A7.18.2.100

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TCM STANDARD TOLERANCES

WOOD COMPONENTS: ±.031"

FOR MITERS, BEVELS & ANGLES ±.5' FOR MACHINING & HOLE CENTERS ±.015"

METAL PARTS: ±.020"

FOR FORMED ANGLES ±.5'

HOLE CENTERS & NOTCHES ±.015"

(ALL DRAWINGS N.T.S. UNLESS OTHERWISE NOTED)



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TITLE: A7.18 STOCK WINE-SIZE B

PART NUMBER: 116.11.A7.18

CUSTOMER: PLCB

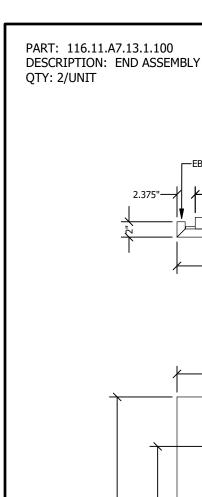
AUTHOR: R. PENNOCK III

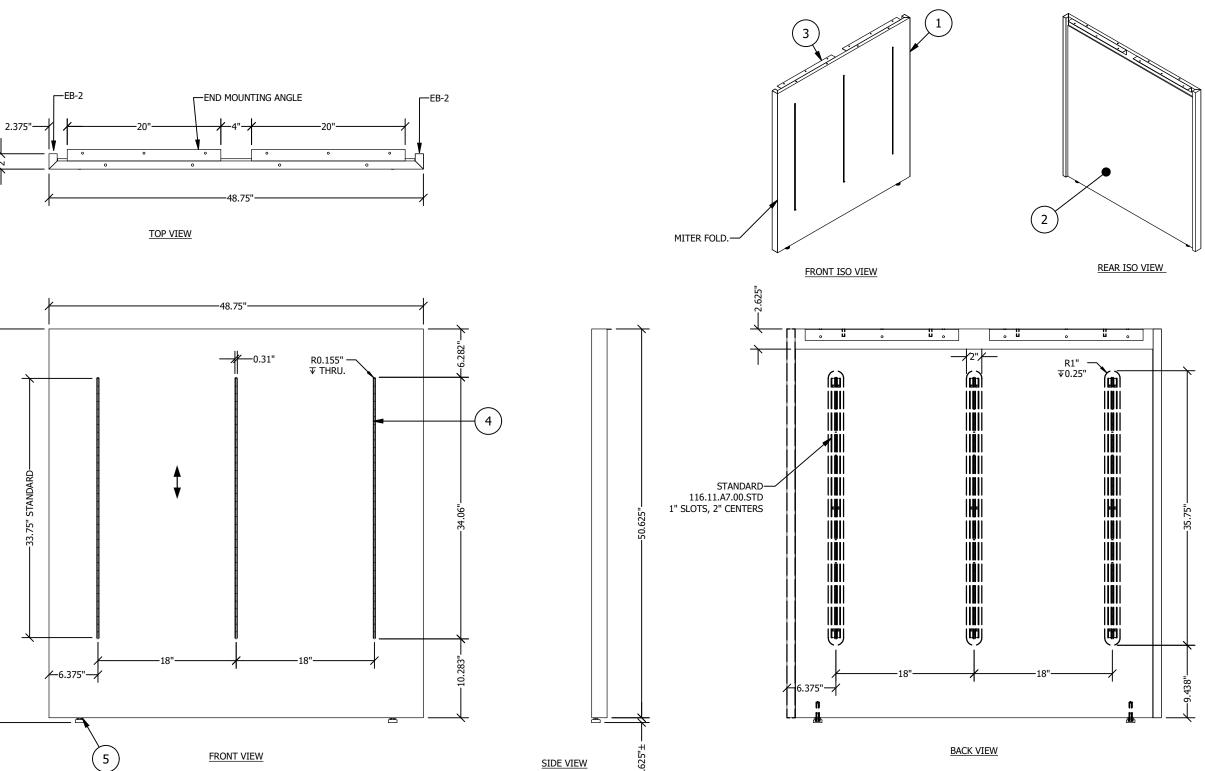
DATE: 3/27/2012

SHEET:3 of 8

ITEM	QTY	PART NUMBER	DESCRIPTION	MFC	EB	OPS
1	1	116.11.A7.18.2.01	TOP	L-10		ONS ASSM
3	1	116.11.A7.18.2.07	TOP PLYWOOD SPACER	WD-3		HLZ ASSM

DETAIL T





LOCATION: C:_Vault
Workspace_Projects\PLCB\A7
Gondolas\116.11.A7.18 (STOCK
WINE-SIZE B)\116.11.A7.18.0.100.idw

PART FILE: 116.11.A7.13.1.100

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TCM STANDARD TOLERANCES

WOOD COMPONENTS: ±.031"

FOR MITERS, BEVELS & ANGLES ±.5'

FOR MACHINING & HOLE CENTERS

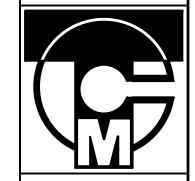
±.015"

METAL PARTS: ±.020"

FOR FORMED ANGLES ±.5'

HOLE CENTERS & NOTCHES ±.015"

(ALL DRAWINGS N.T.S. UNLESS OTHERWISE NOTED)



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TITLE: A7.18 STOCK WINE-SIZE B

PART NUMBER: 116.11.A7.18

ITEM	QTY	PART NUMBER	DESCRIPTION	WIDTH	LENGTH	MFC	EB	OPS	CUSTOMER: PLCB
1	1	116.11.A7.13.1.101	END ASSEMBLY						
2	1	116.11.A7.13.1.03	CLOSURE PANEL	46.500 in	48.000 in	L-7		HLZ ASSM	AUTHOR: R. PENNOCK III
3	2	116.11.70.001	END MOUNTING ANGLE	1.500 in	20.000 in	HW		ASSM	DATE: 3/27/2012
4	3	116.11.A7.00.STD	STANDARD			HW	NA	ASSM	
5	2	S561810TH2 (WELD NUT)	STAFAST WELD NUT			HW		ASSM	SHEET:4 of 8

PART: 116.11.A7.13.4.101 DESCRIPTION: ADJ SHELF ASSEMBLY QTY: 4/UNIT MITER FOLD FRONT & SIDES ISO VIEW 1.25" 🕻 — −45.27" ¢ · TOP VIEW 1.25"— 1.25" 0.469" -15.764"

PART NUMBER

116.11.A7.13.4.102

116.13.70.005.12

SCW.JSN142016SD

SECTION E-E

ITEM

6

QTY

2

4

LOCATION: C:_Vault
Workspace_Projects\PLCB\A7
Gondolas\116.11.A7.18 (STOCK
WINE-SIZE B)\116.11.A7.18.0.100.idw

PART FILE: 116.11.A7.13.4.101

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TCM STANDARD TOLERANCES

WOOD COMPONENTS: ±.031"
FOR MITERS, BEVELS & ANGLES ±.5'
FOR MACHINING & HOLE CENTERS

METAL PARTS: ±.020"

FOR FORMED ANGLES ±.5'

HOLE CENTERS & NOTCHES ±.015"

(ALL DRAWINGS N.T.S. UNLESS OTHERWISE NOTED)



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WWW.TRICON-CONSTRUCTION.COM

TITLE: A7.18 STOCK WINE-SIZE B

PART NUMBER: 116.11.A7.18

CUSTOMER: PLCB

AUTHOR: R. PENNOCK III

DATE: 3/27/2012

SHEET:5 of 8



Parts List

WIDTH

LENGTH

MFC

HW

HW

EΒ

NA

OPS

ASSM

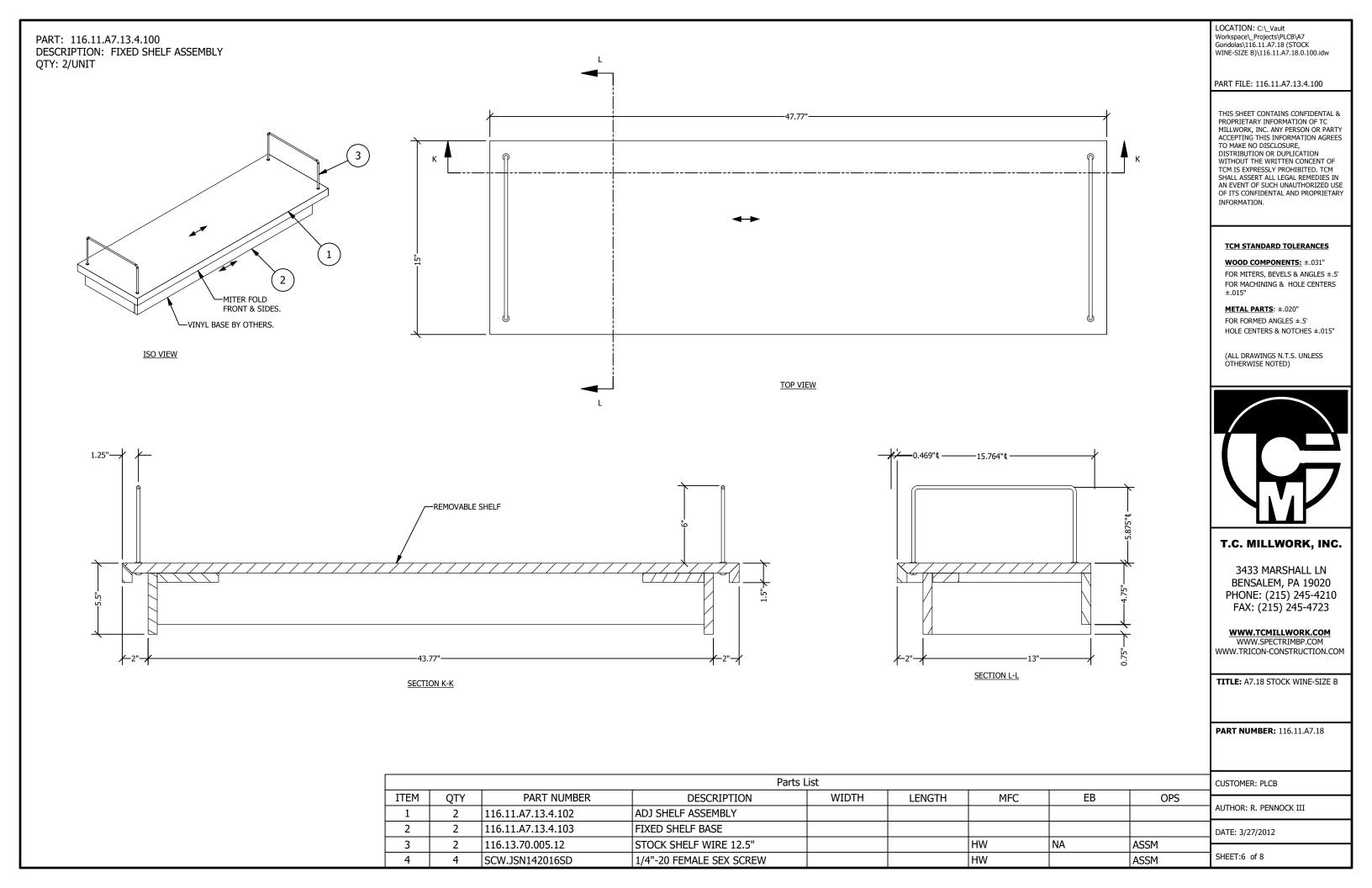
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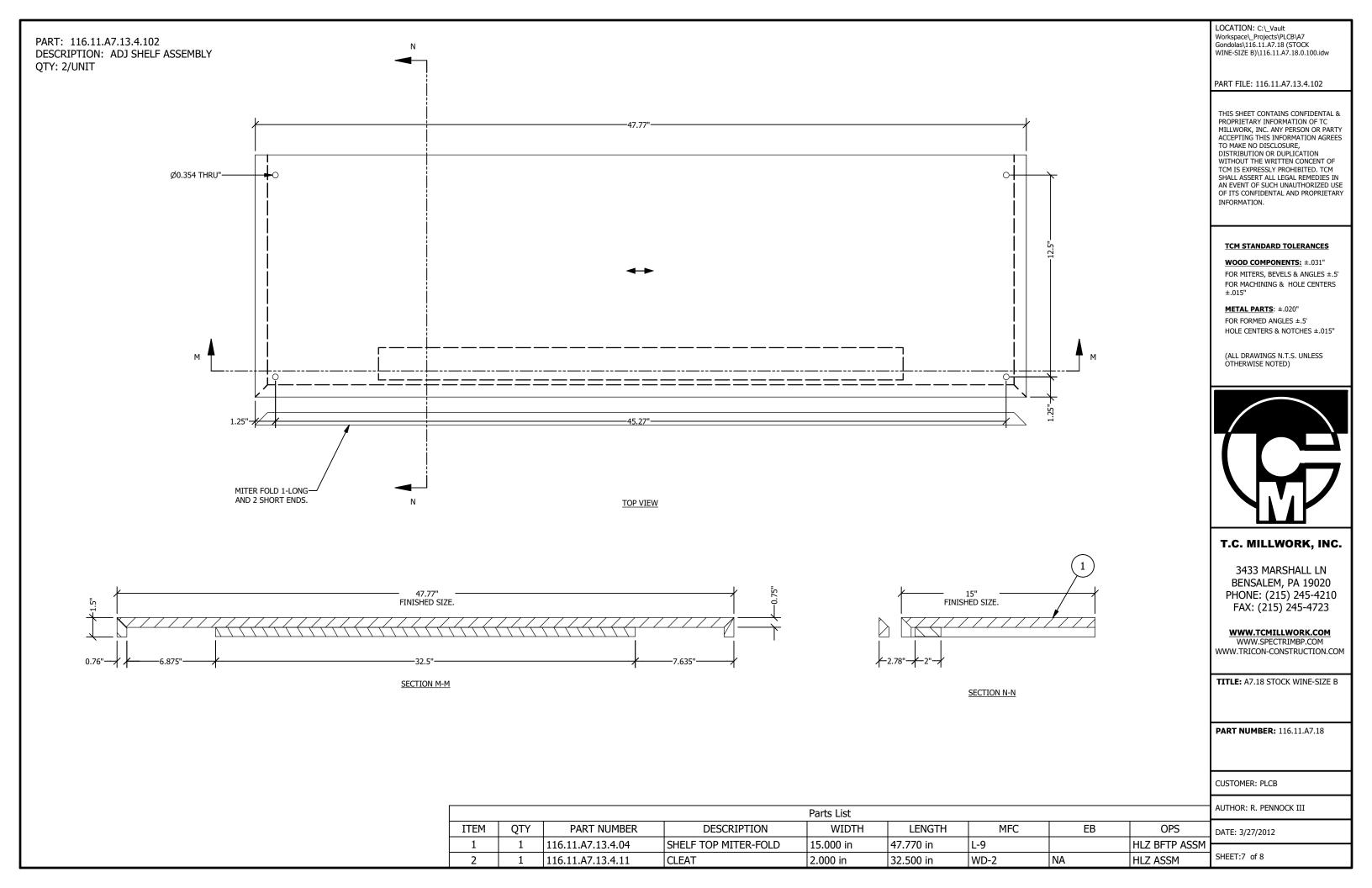
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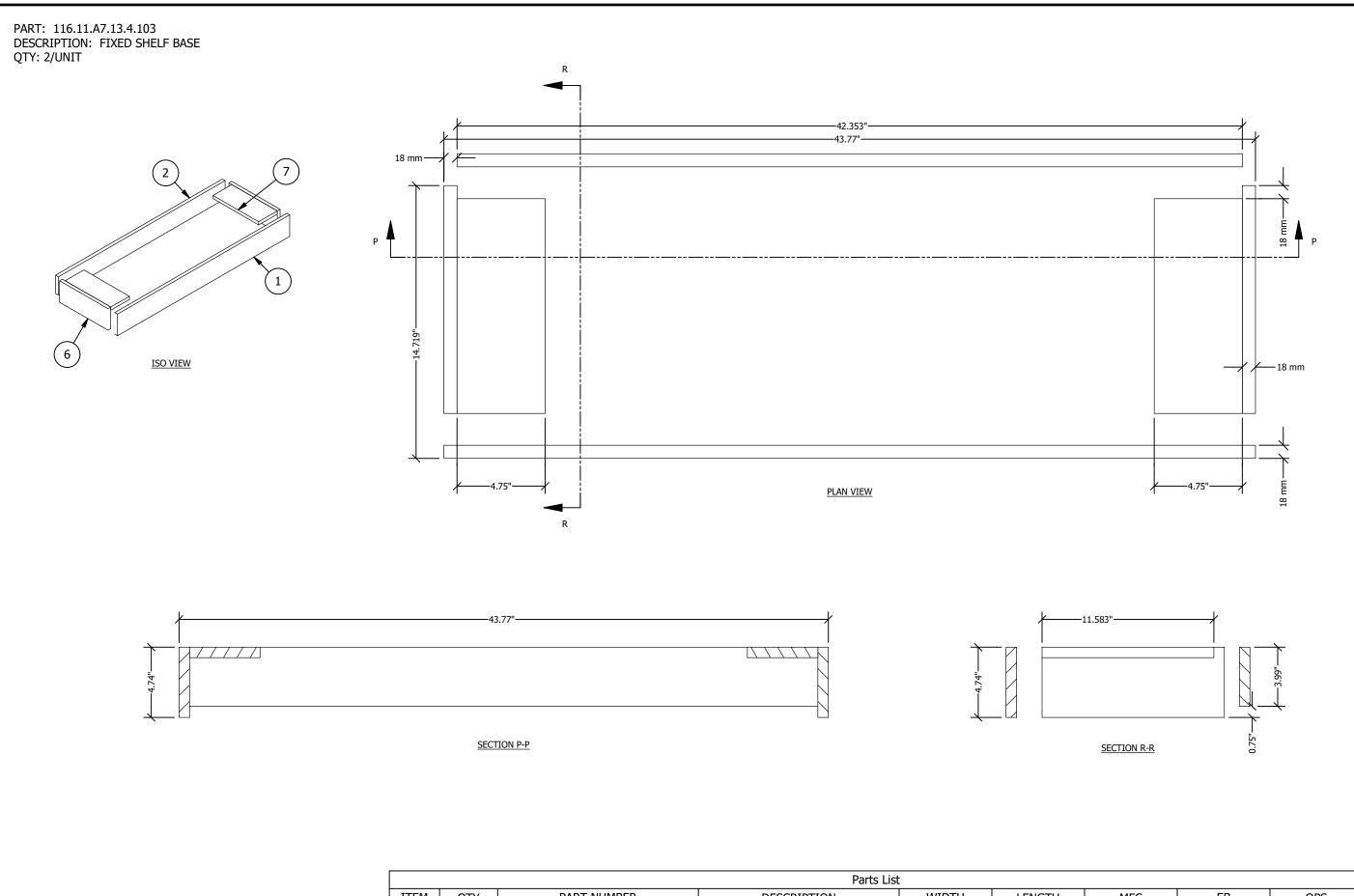
ADJ SHELF ASSEMBLY

STOCK SHELF WIRE 12.5"

1/4"-20 FEMALE SEX SCREW







LOCATION: C:_vault
Workspace_Projects\PLCB\A7
Gondolas\116.11.A7.18 (STOCK
WINE-SIZE B)\116.11.A7.18.0.100.idw

PART FILE: 116.11.A7.13.4.103

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TCM STANDARD TOLERANCES

WOOD COMPONENTS: ±.031"

FOR MITERS, BEVELS & ANGLES $\pm .5^{\circ}$ FOR MACHINING & HOLE CENTERS $\pm .015^{\circ}$

METAL PARTS: ±.020"

FOR FORMED ANGLES ±.5'

HOLE CENTERS & NOTCHES ±.015"

(ALL DRAWINGS N.T.S. UNLESS OTHERWISE NOTED)



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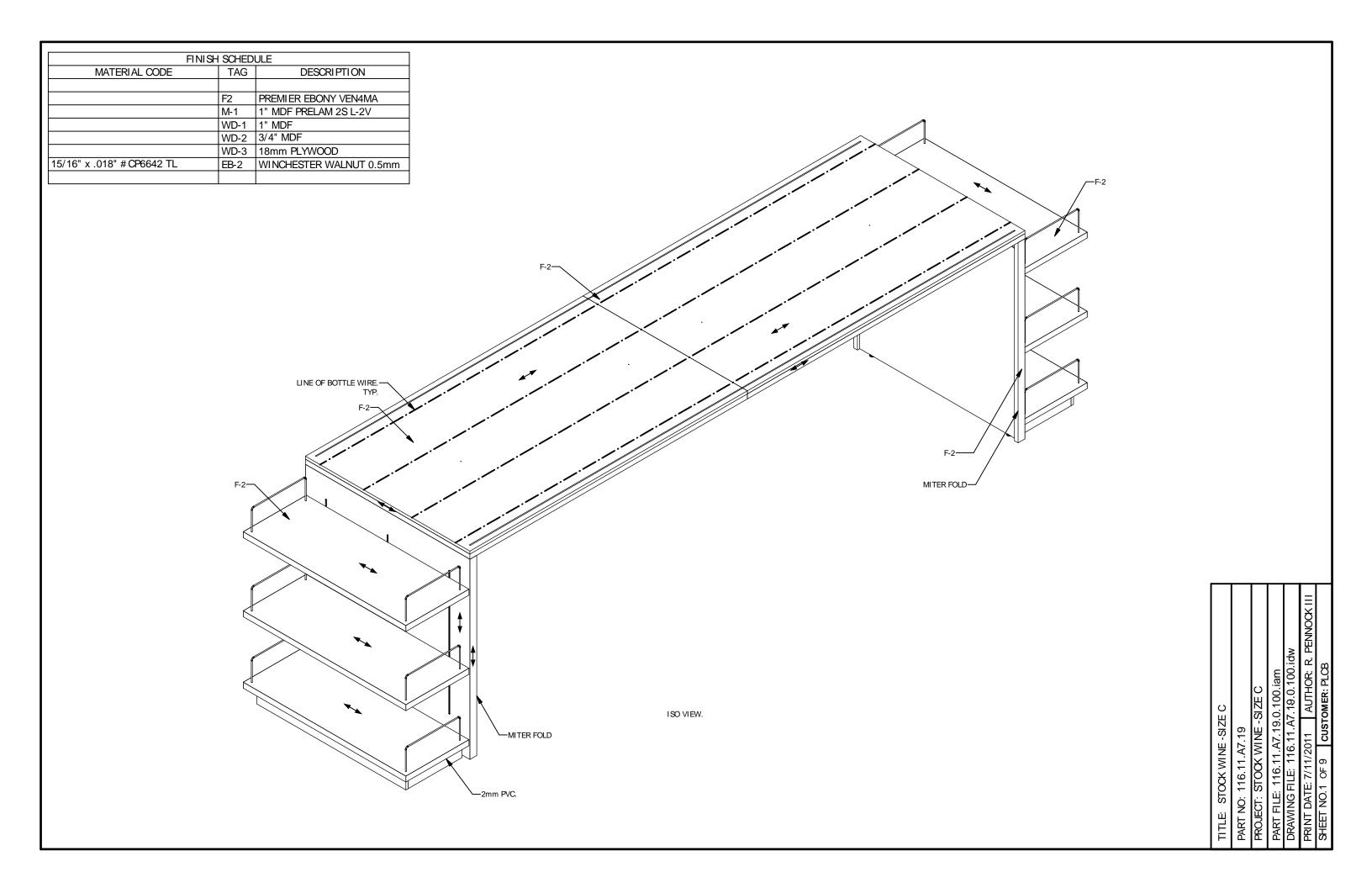
WWW.TCMILLWORK.COM

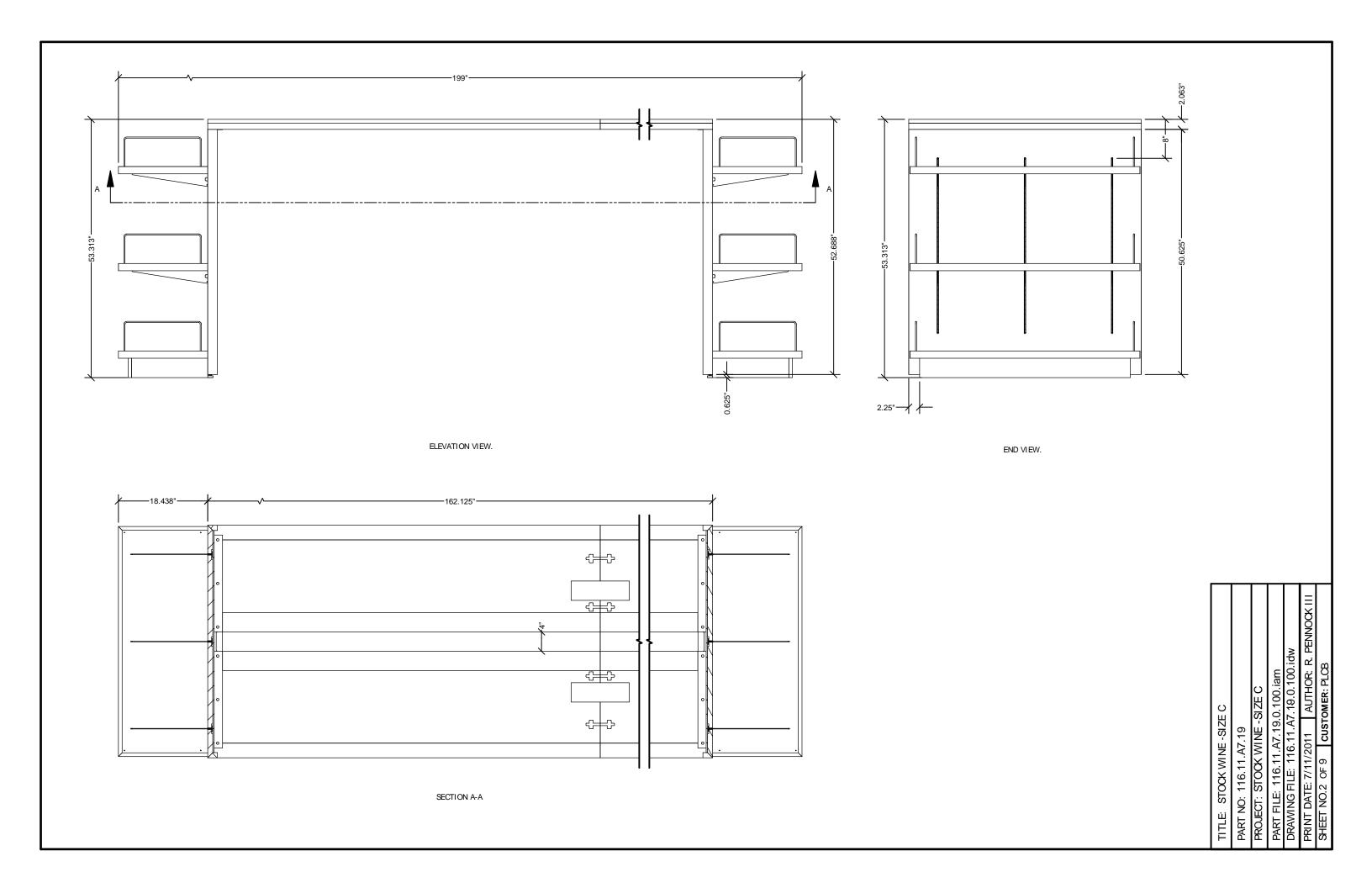
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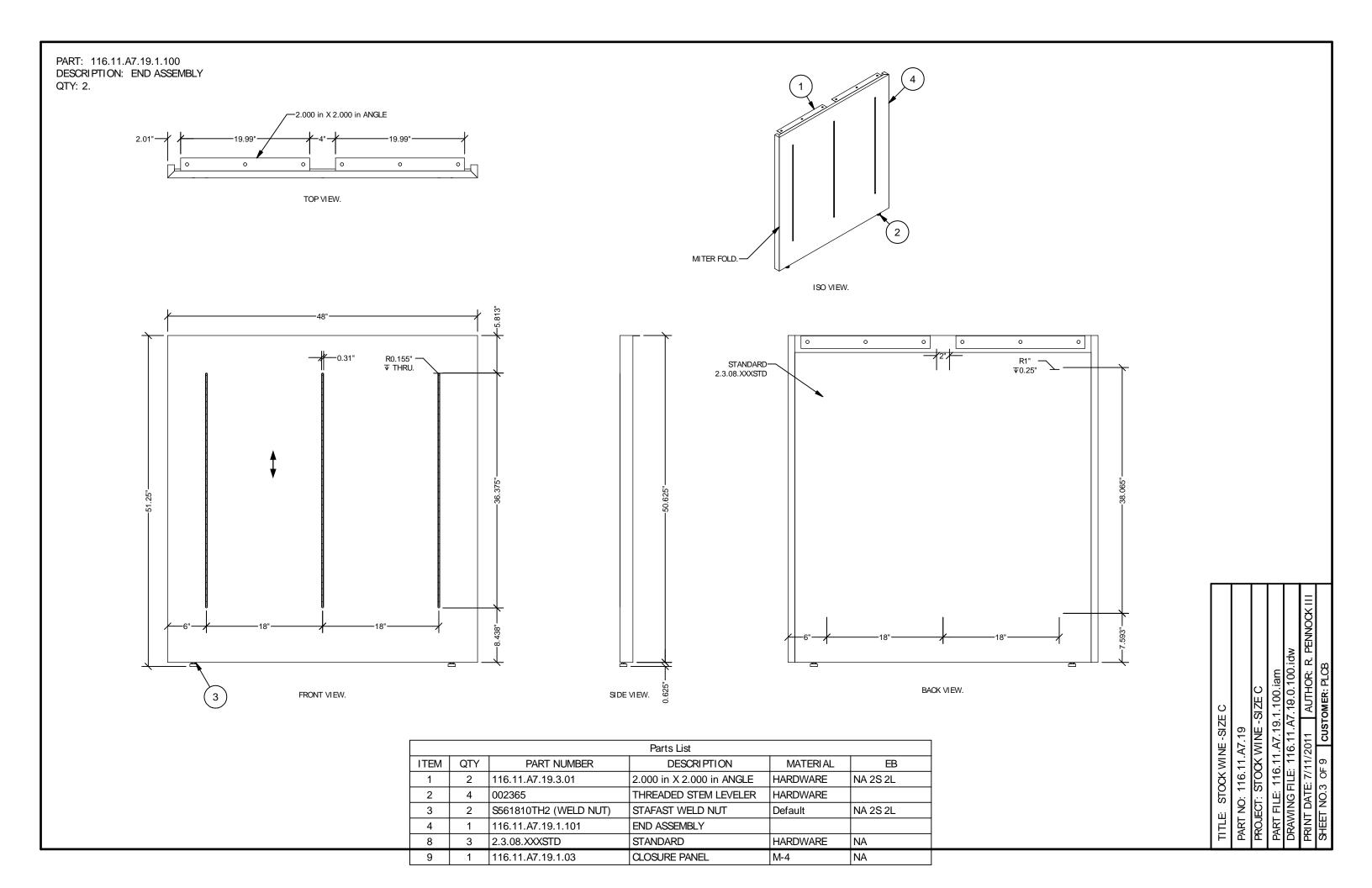
TITLE: A7.18 STOCK WINE-SIZE B

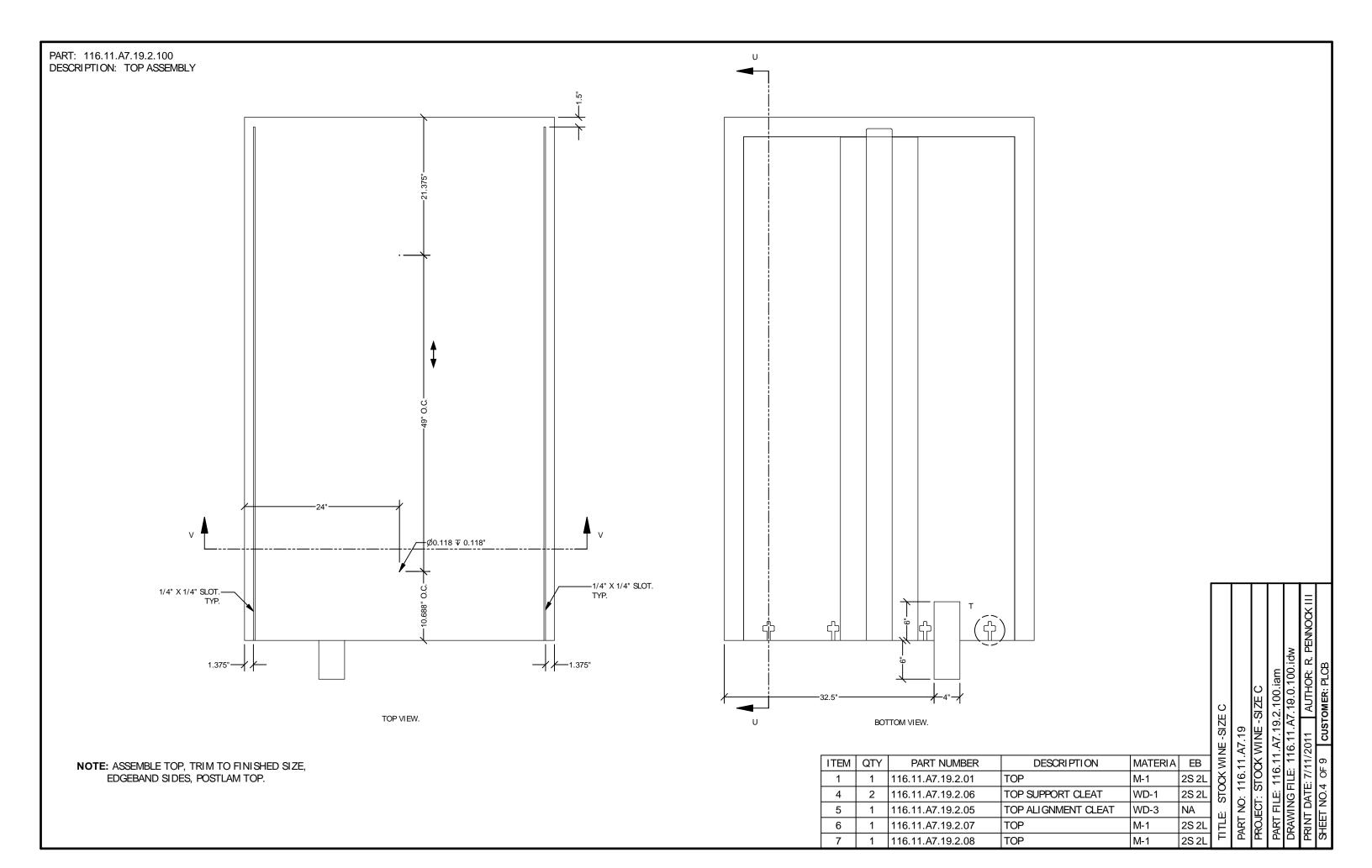
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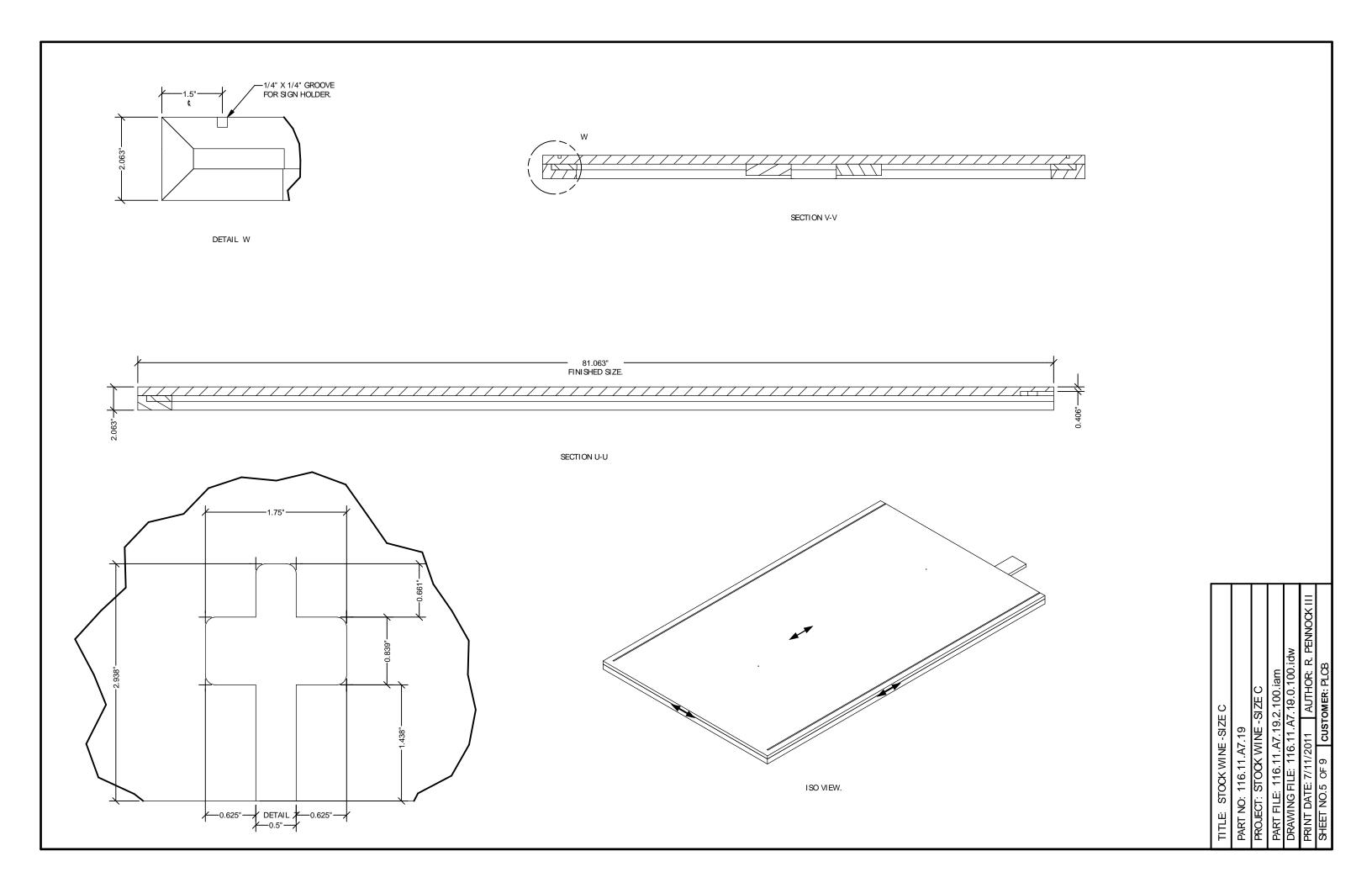
Parts List									
ITEM	QTY	PART NUMBER	DESCRIPTION	WIDTH	LENGTH	MFC	EB	OPS	
1	1	116.11.A7.13.4.02	FRONT TOE KICK	4.740 in	43.770 in	WD-2	NA	HLZ ASSM	AUTHOR: R. PENNOCK III
2	1	116.11.A7.13.4.07	REAR TOE KICK	3.990 in	42.353 in	WD-2	NA	HLZ ASSM	DATE: 3/27/2012
6	2	116.11.A7.13.4.03	TOE KICK END	4.740 in	12.291 in	WD-2	NA	HLZ ASSM	
7	2	116.11.A7.13.4.10	SHELF TOE CLEAT	4.750 in	11.583 in	WD-2	NA	HLZ ASSM	SHEET:8 of 8

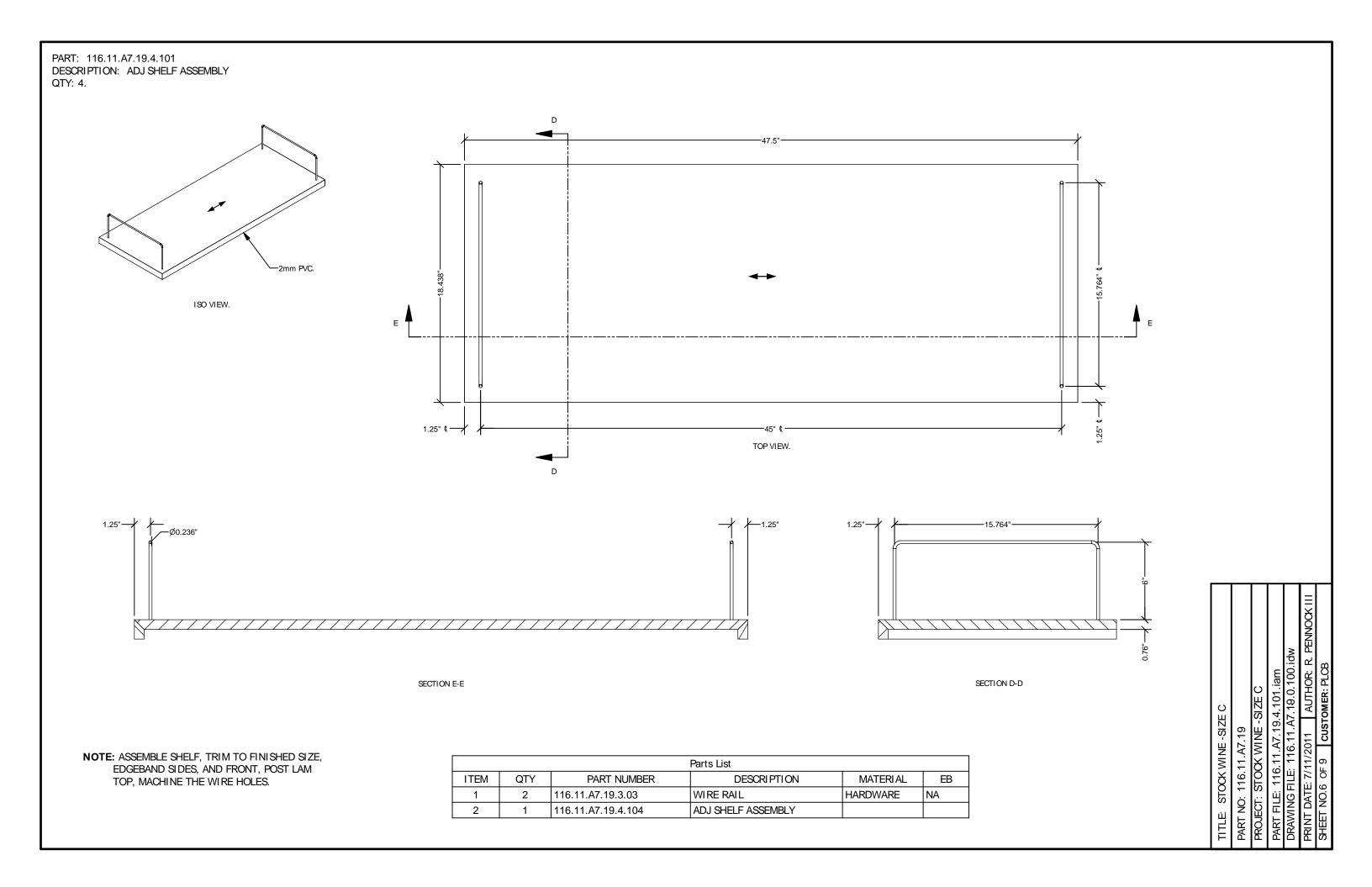


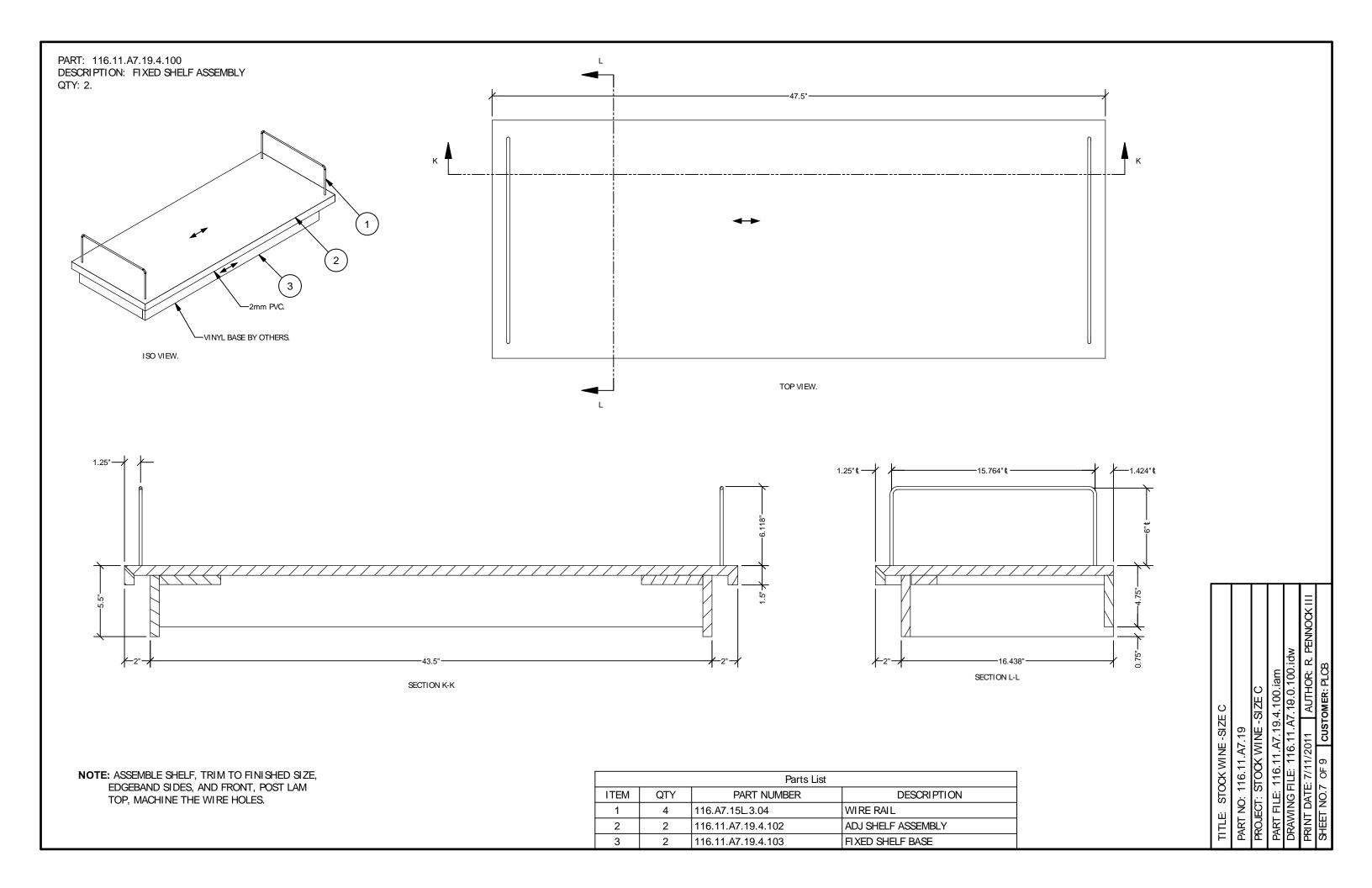


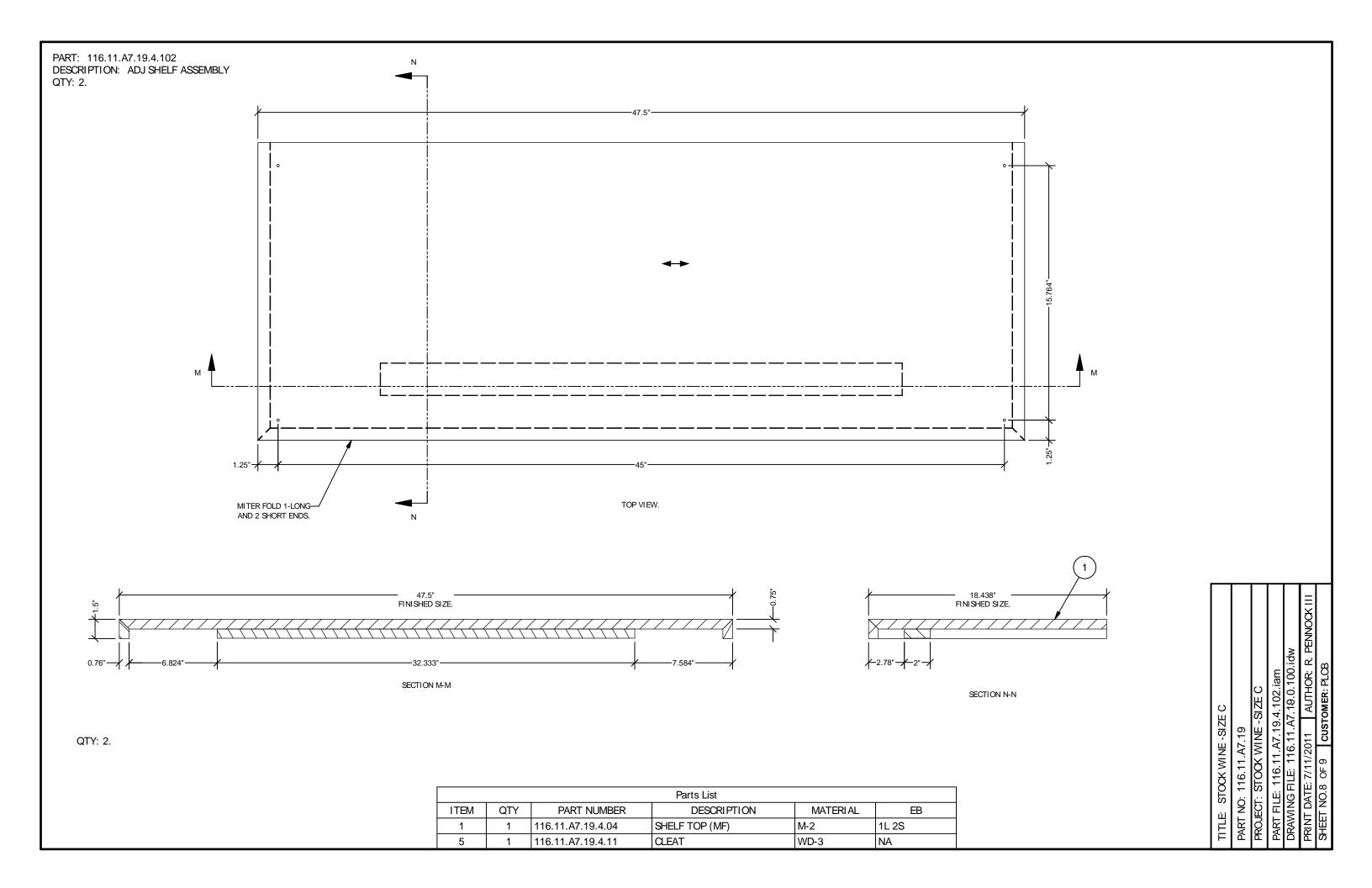


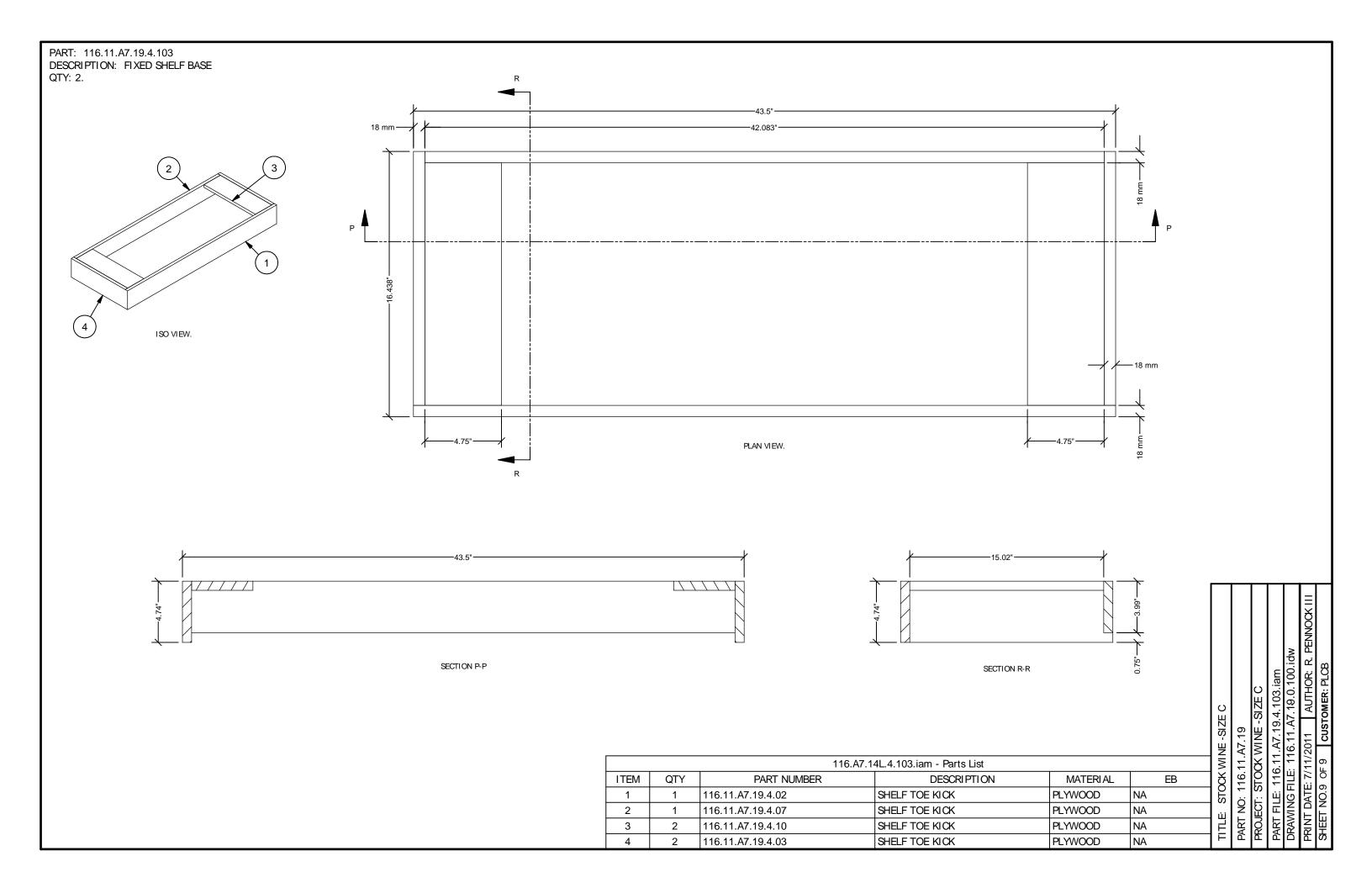


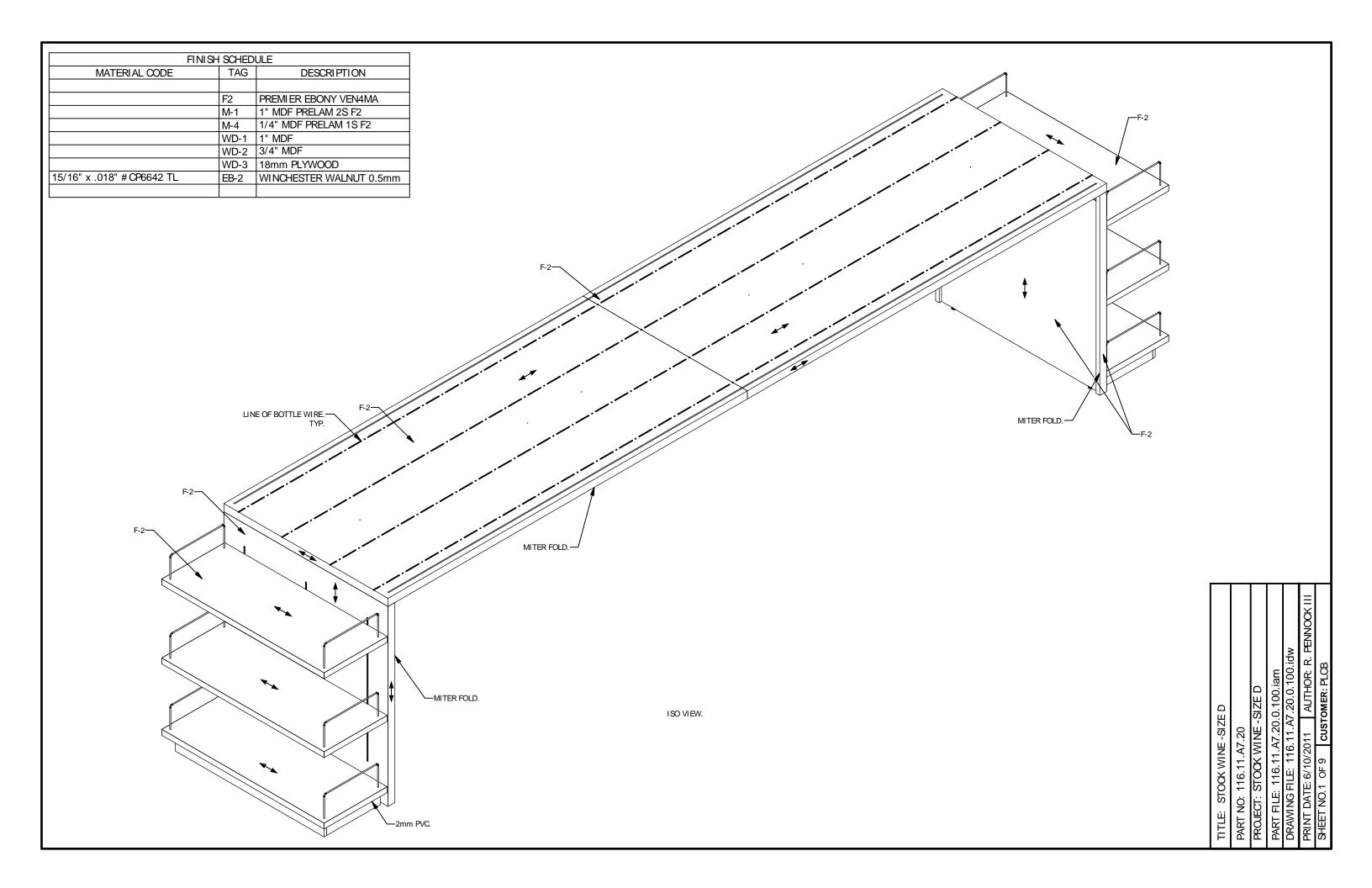


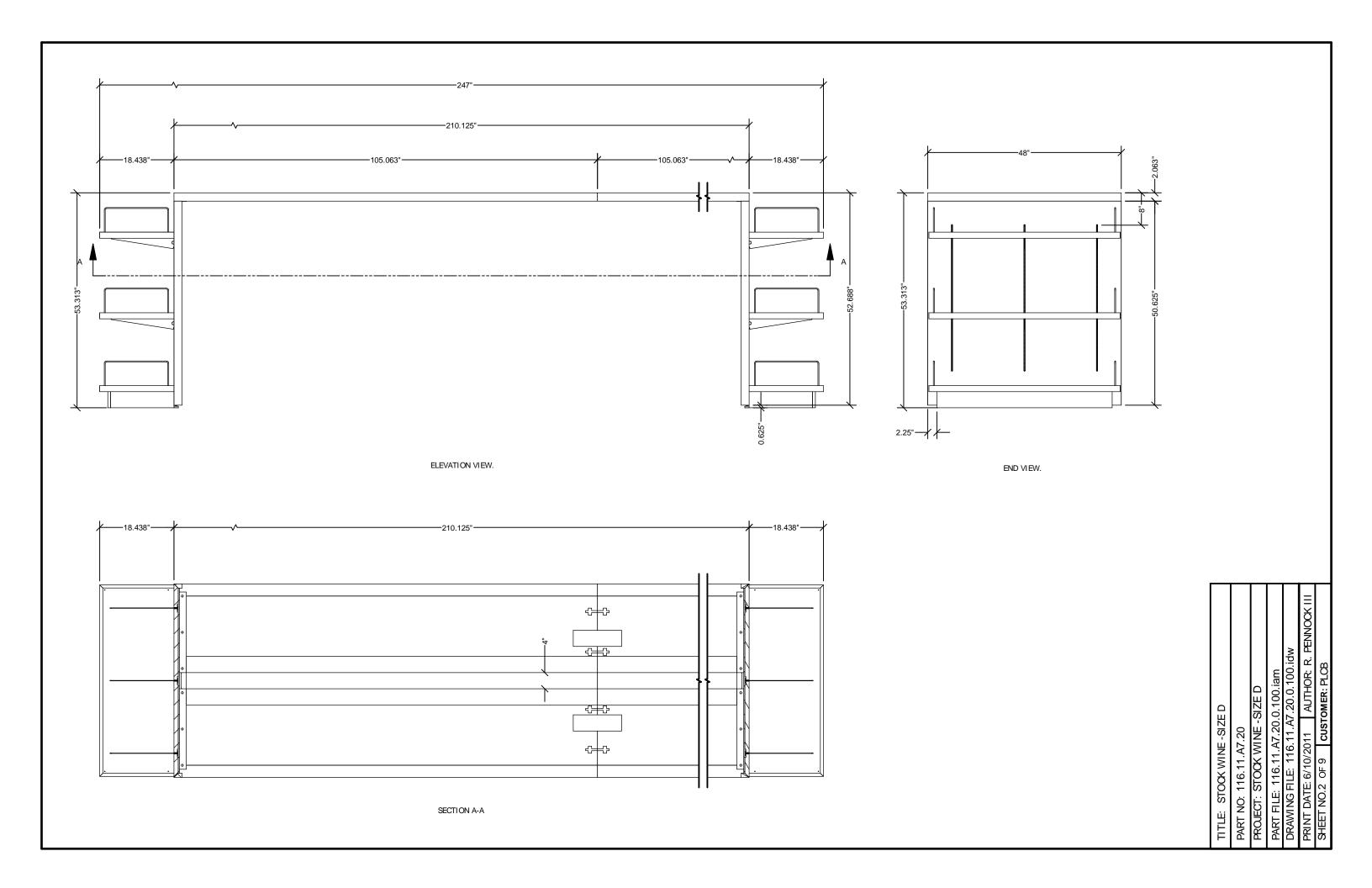


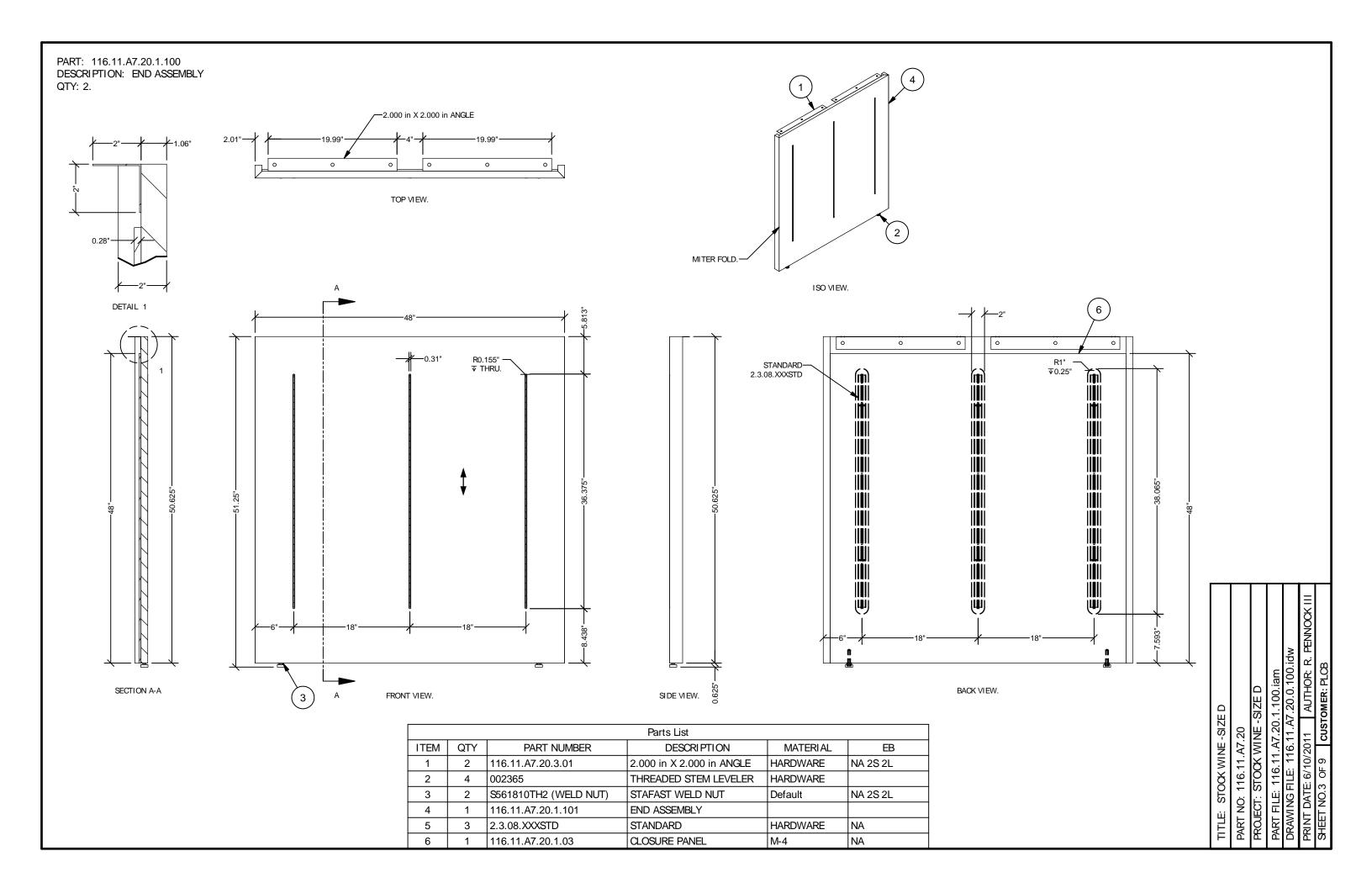


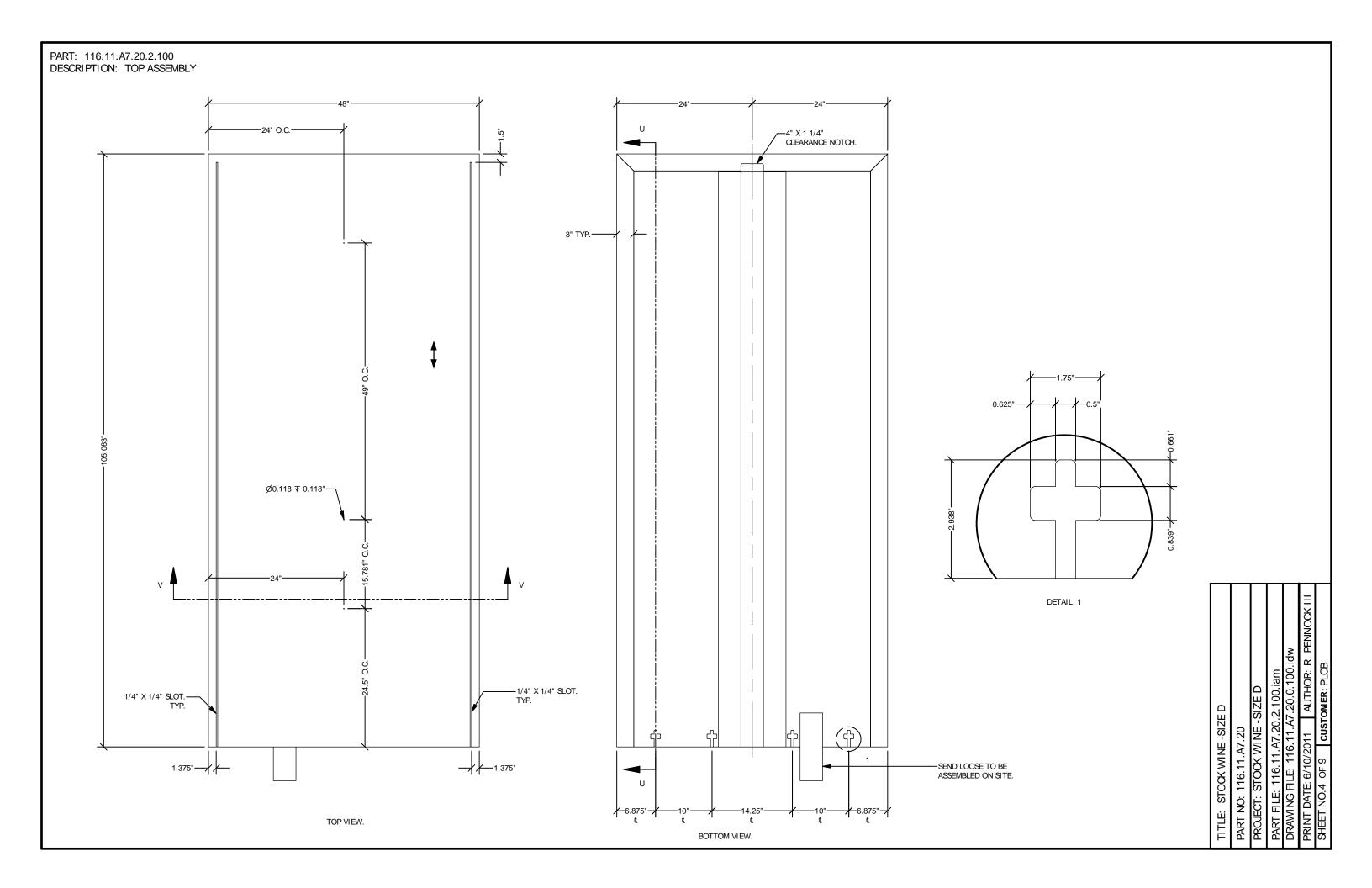


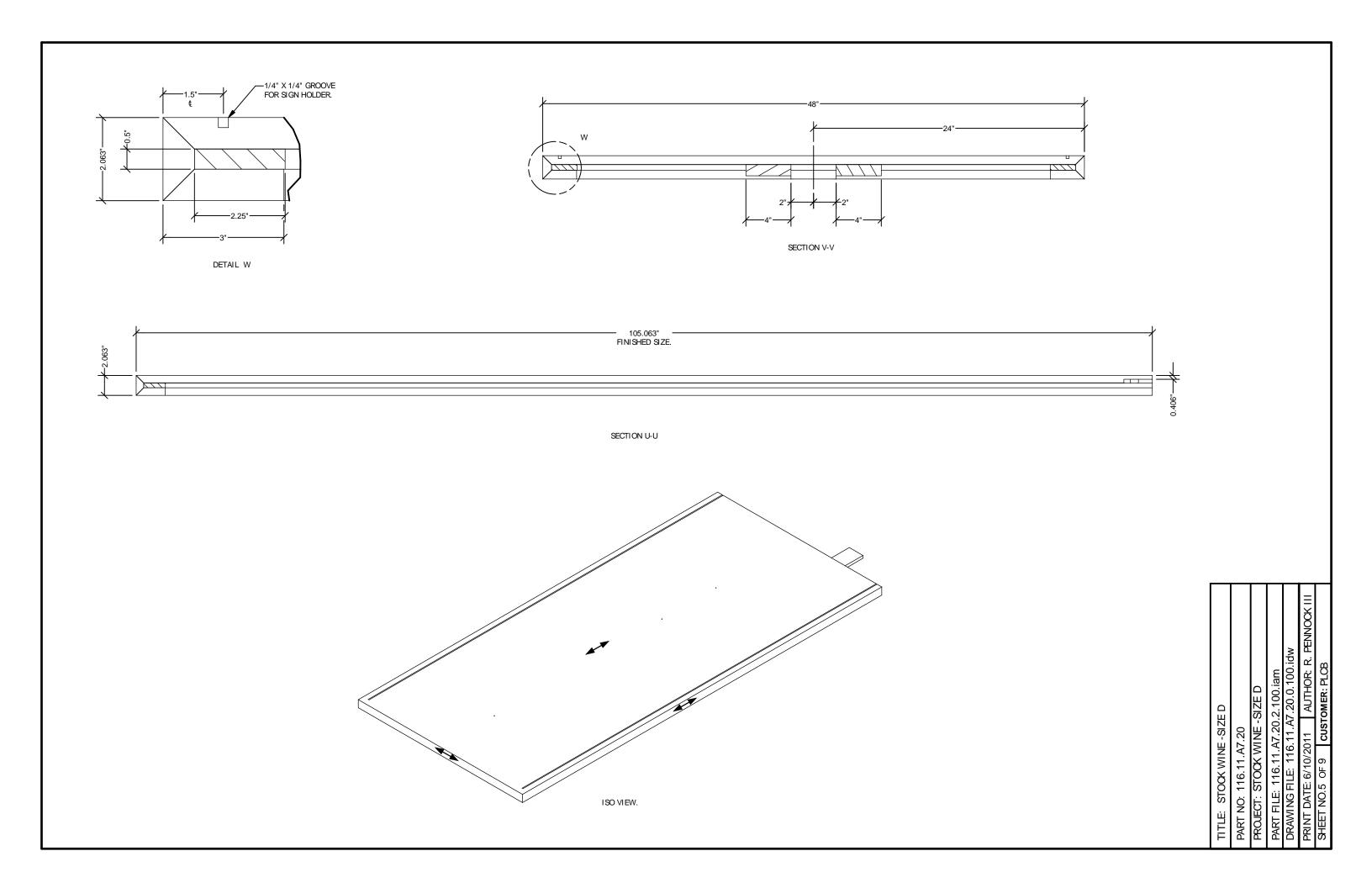


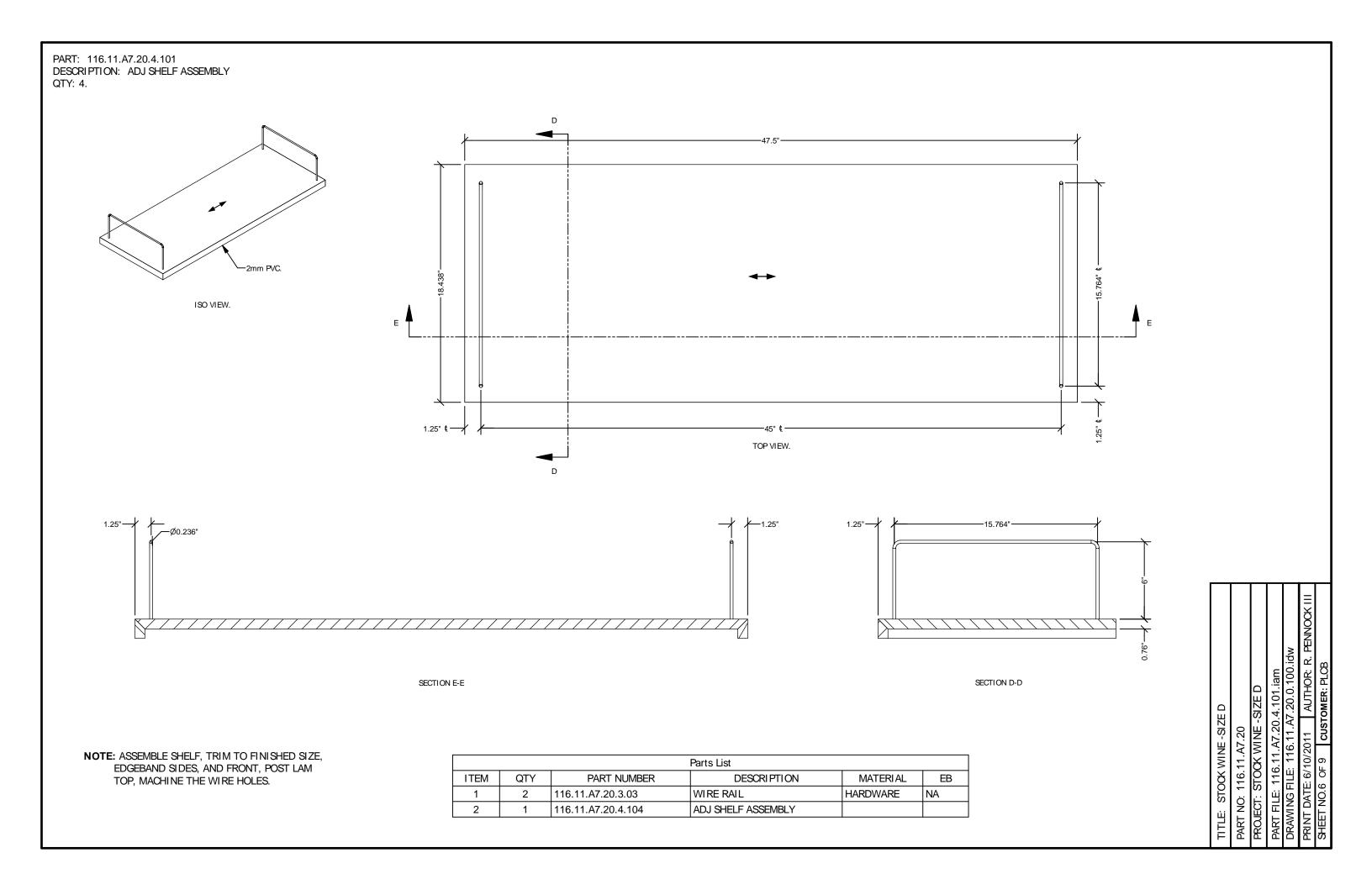


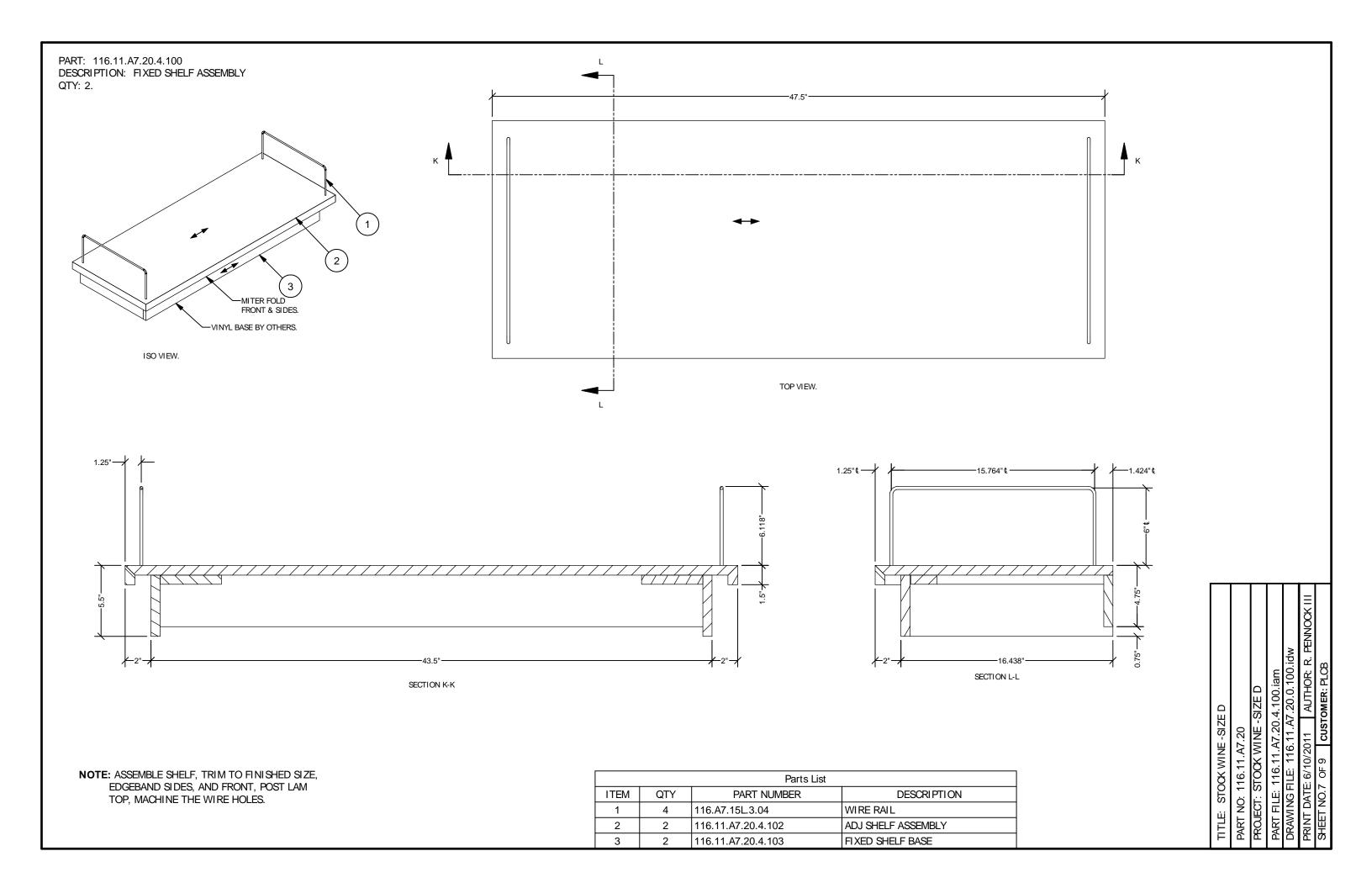


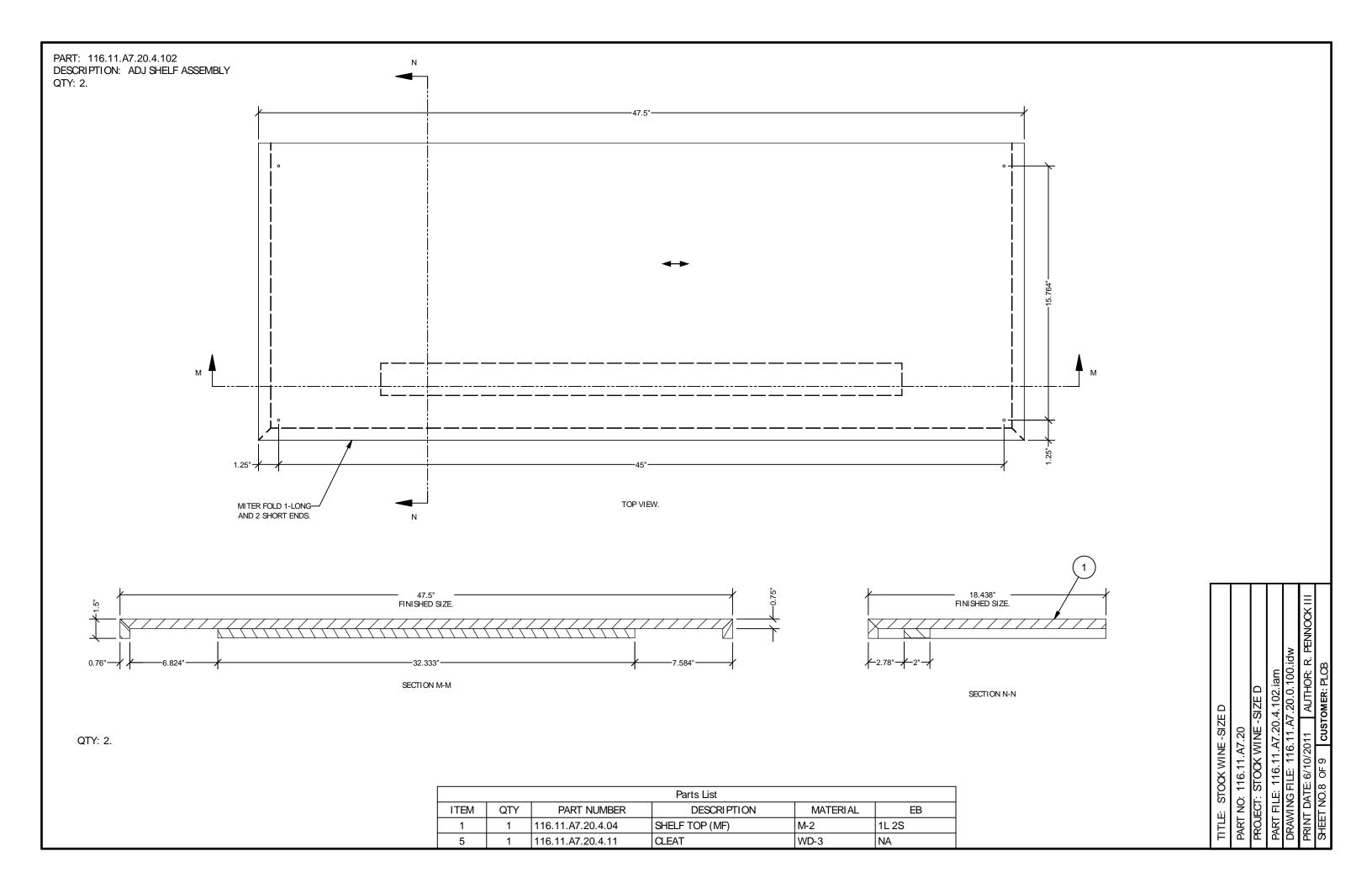


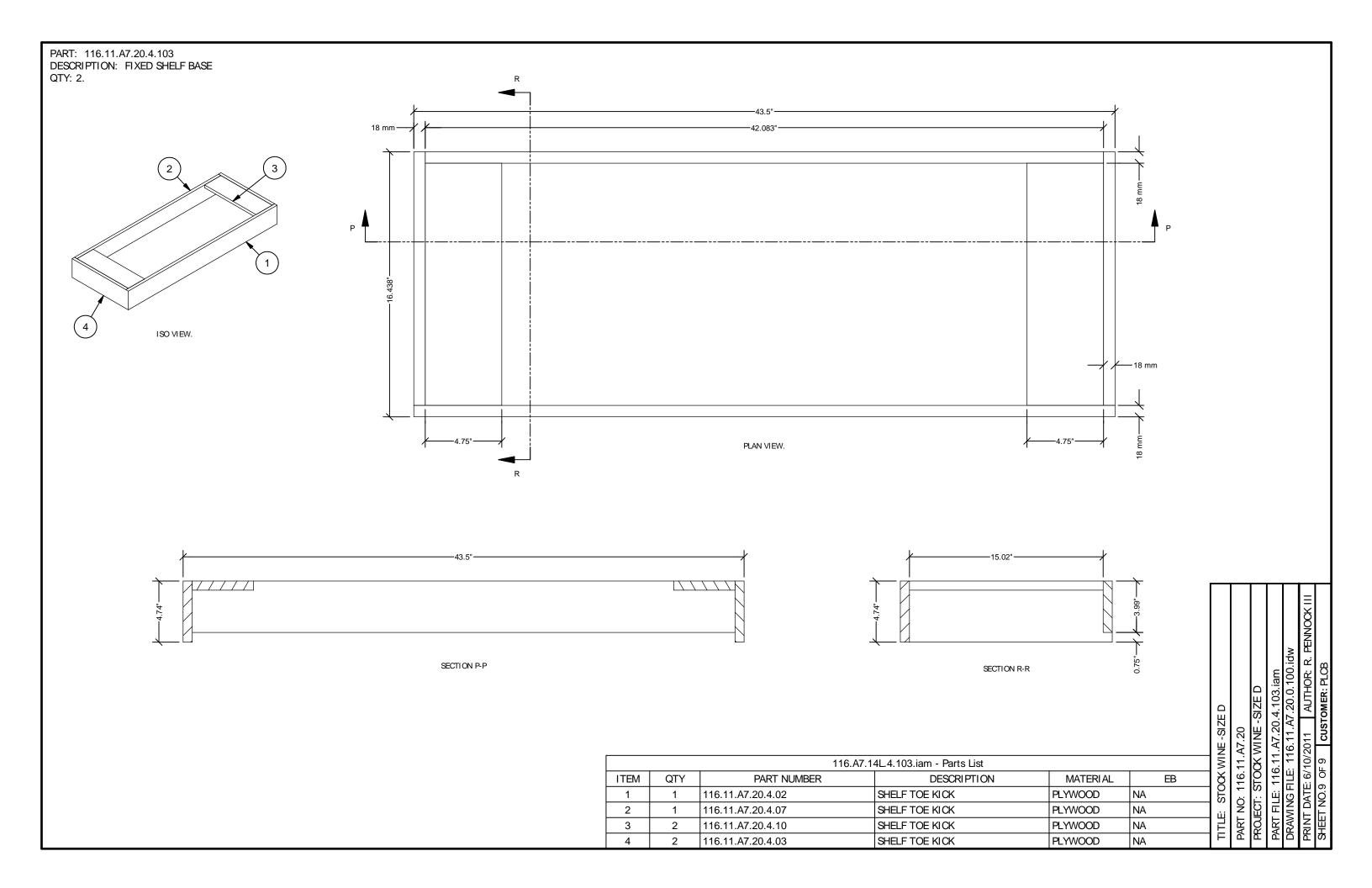


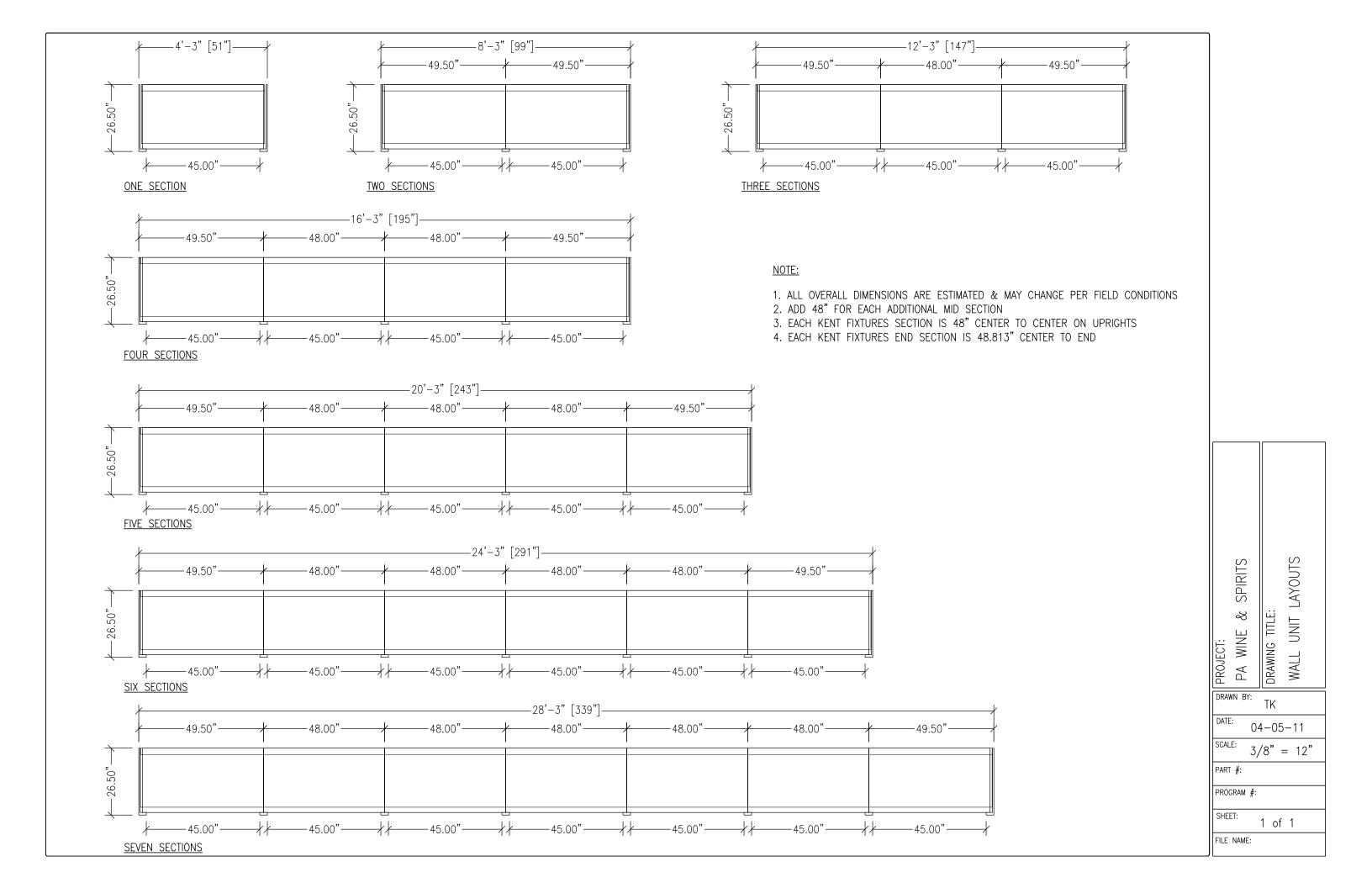


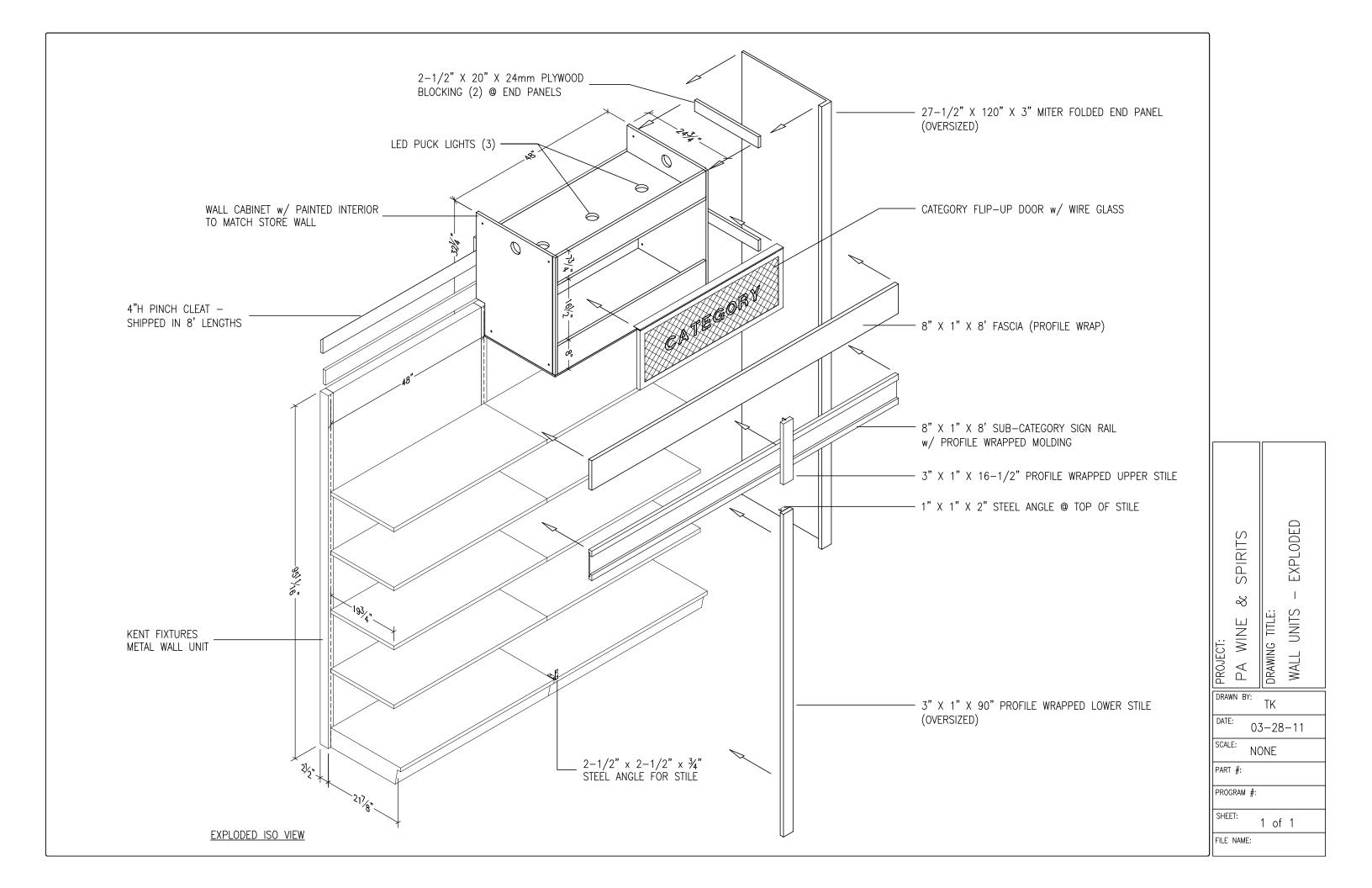


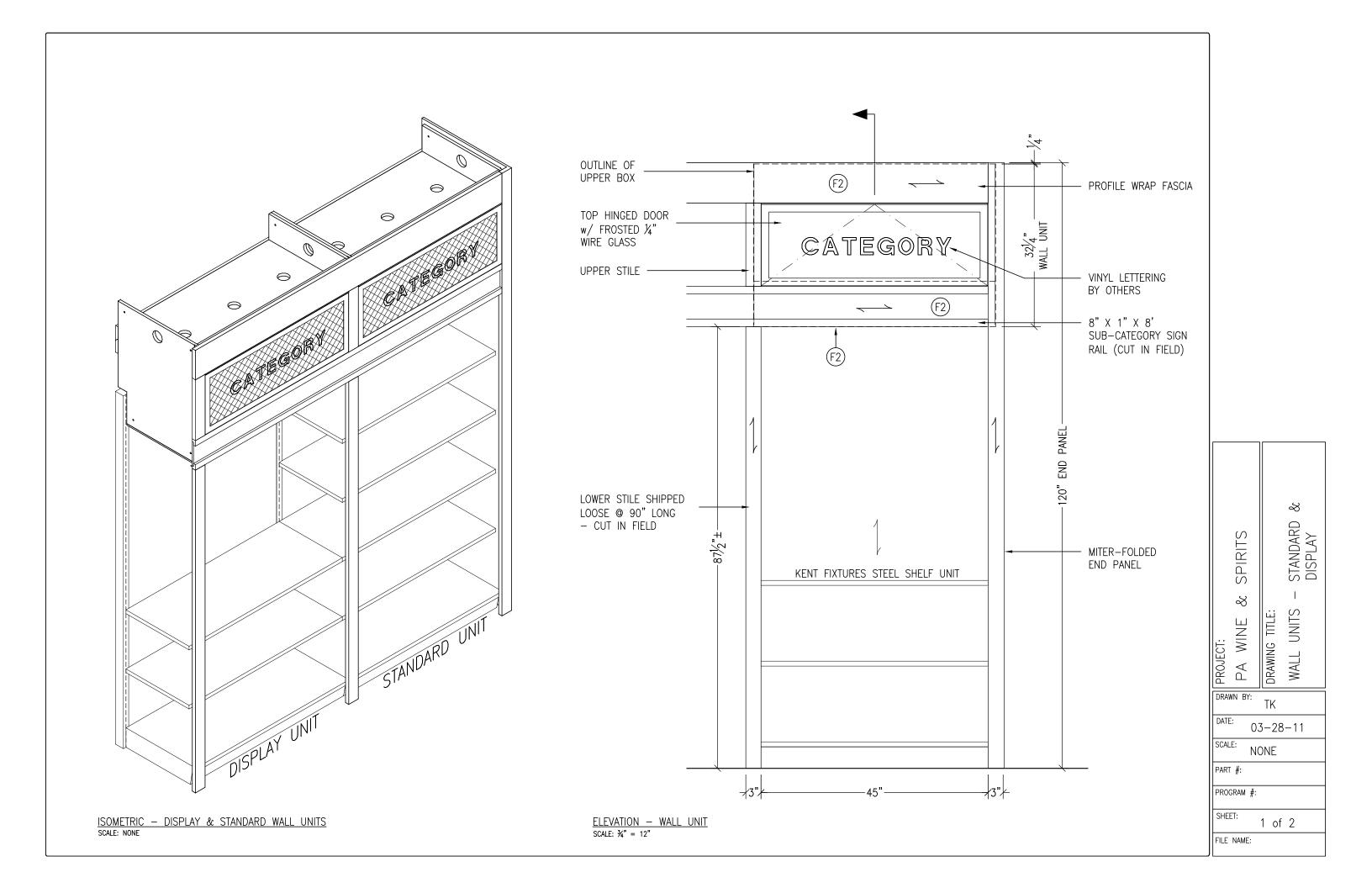


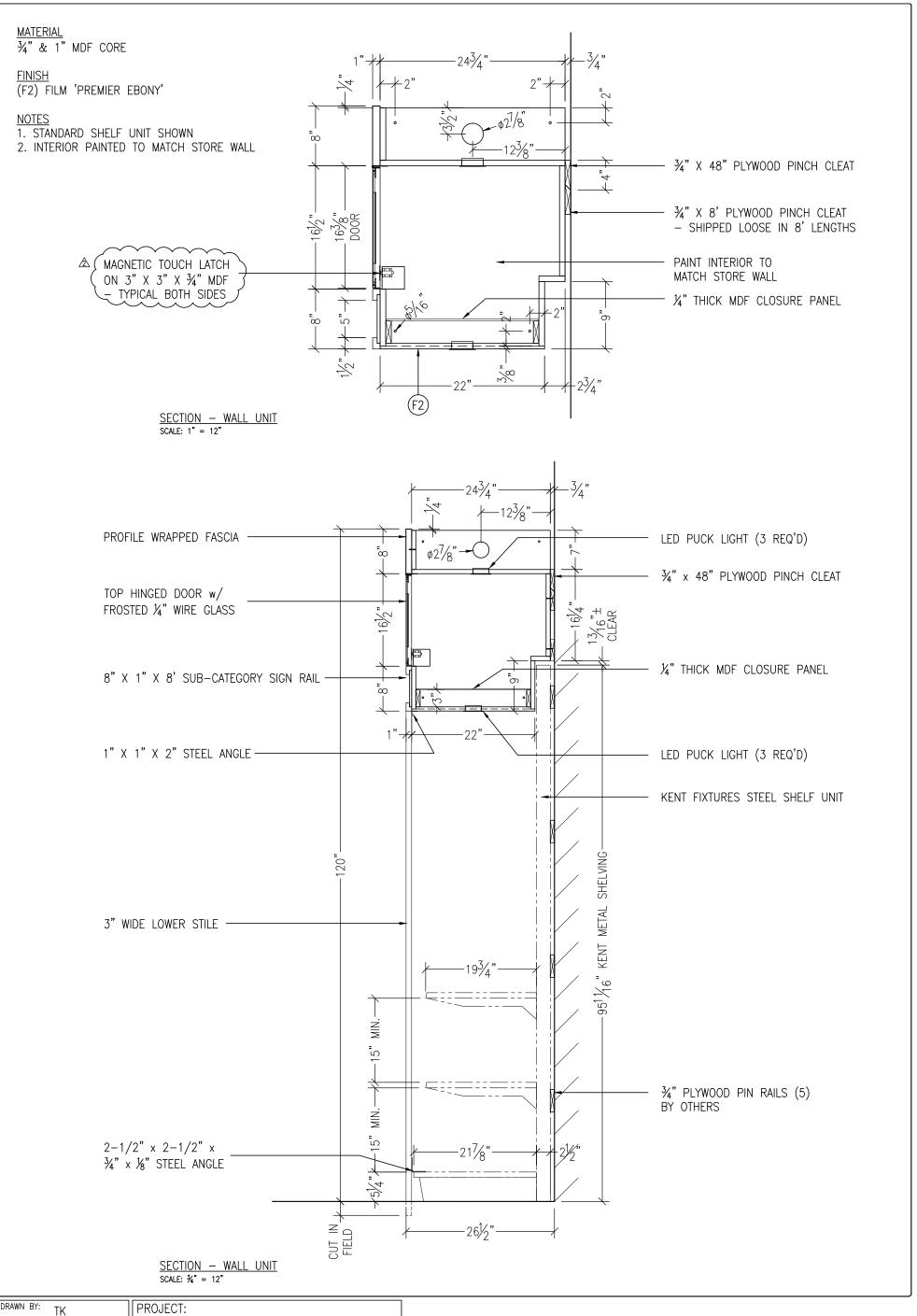




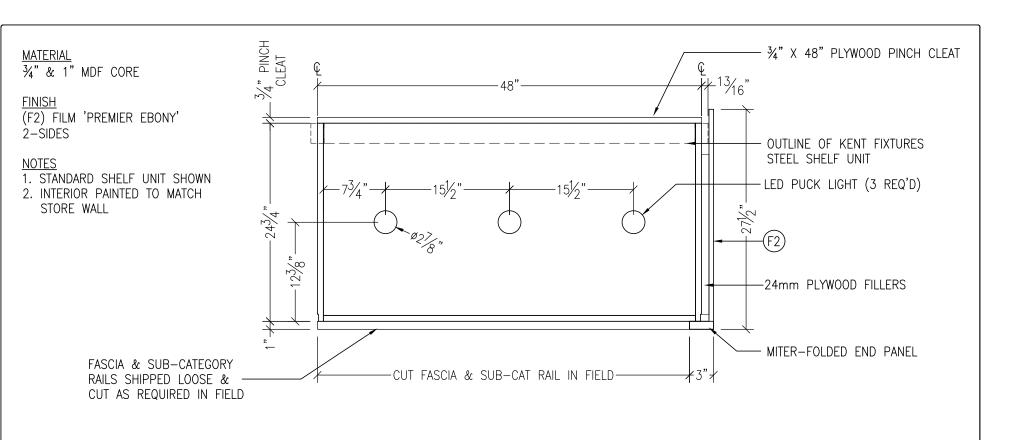




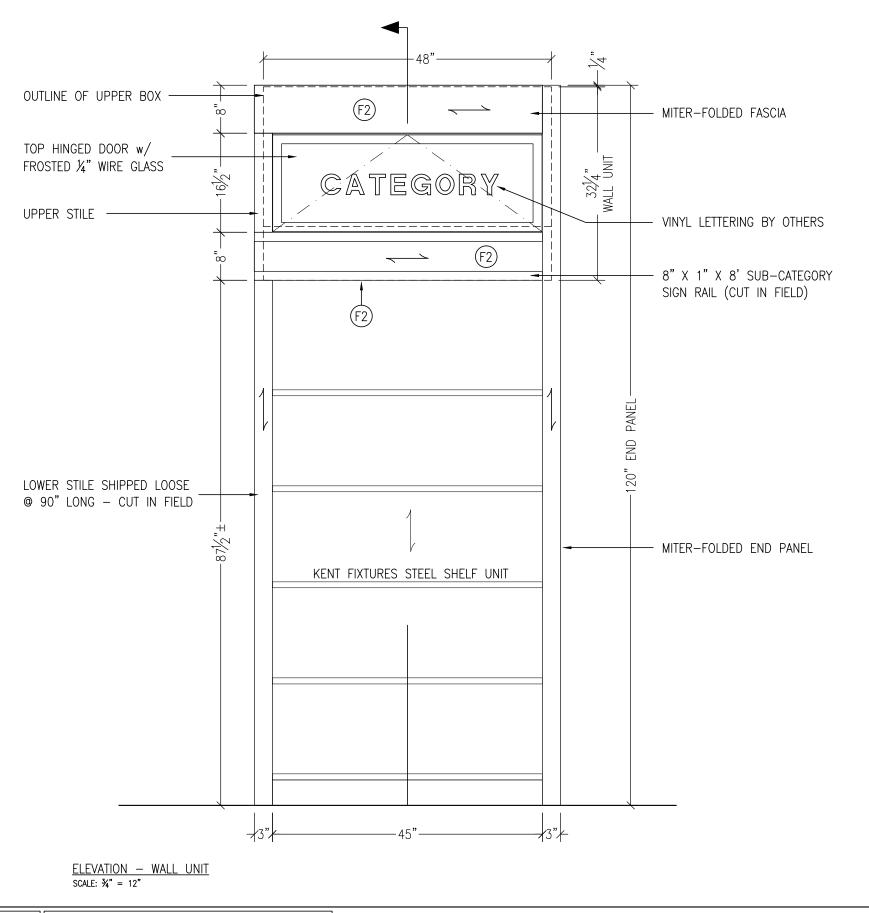




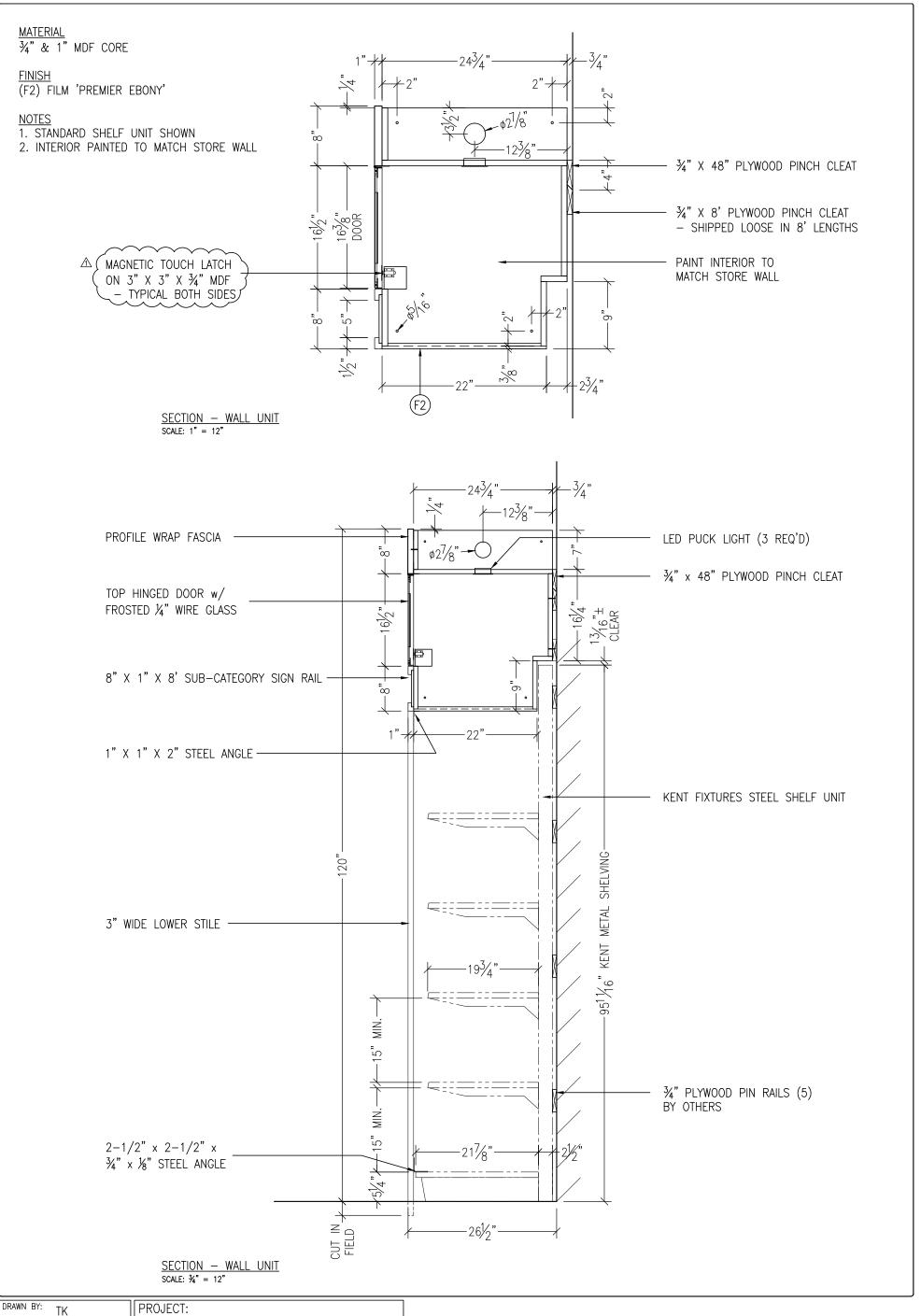
DRAWN BY: TK	PROJECT:
DATE: 03-31-11	PA WINE & SPIRITS
SCALE: AS NOTED	
PART #:	DRAWING TITLE:
SHEET: 2 of 2	WALL UNIT — DISPLAY SECTION
FILE NAME:	



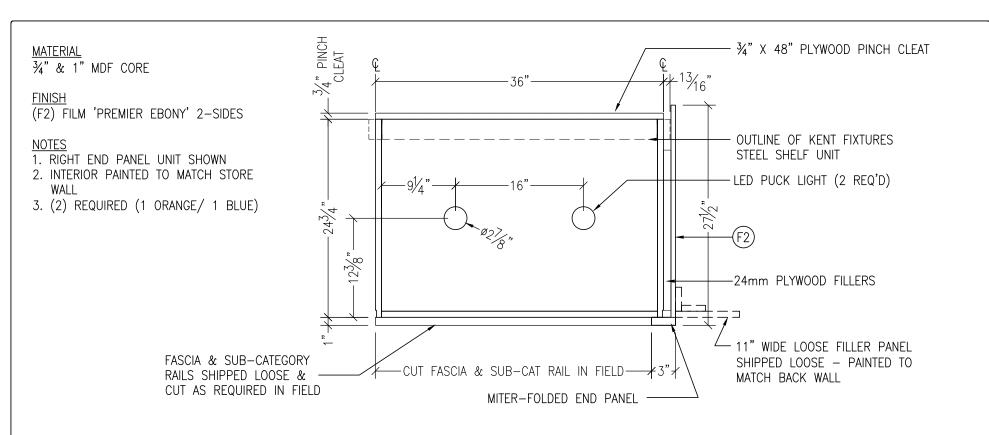
PLAN VIEW — WALL UNIT SCALE: 1" = 12"



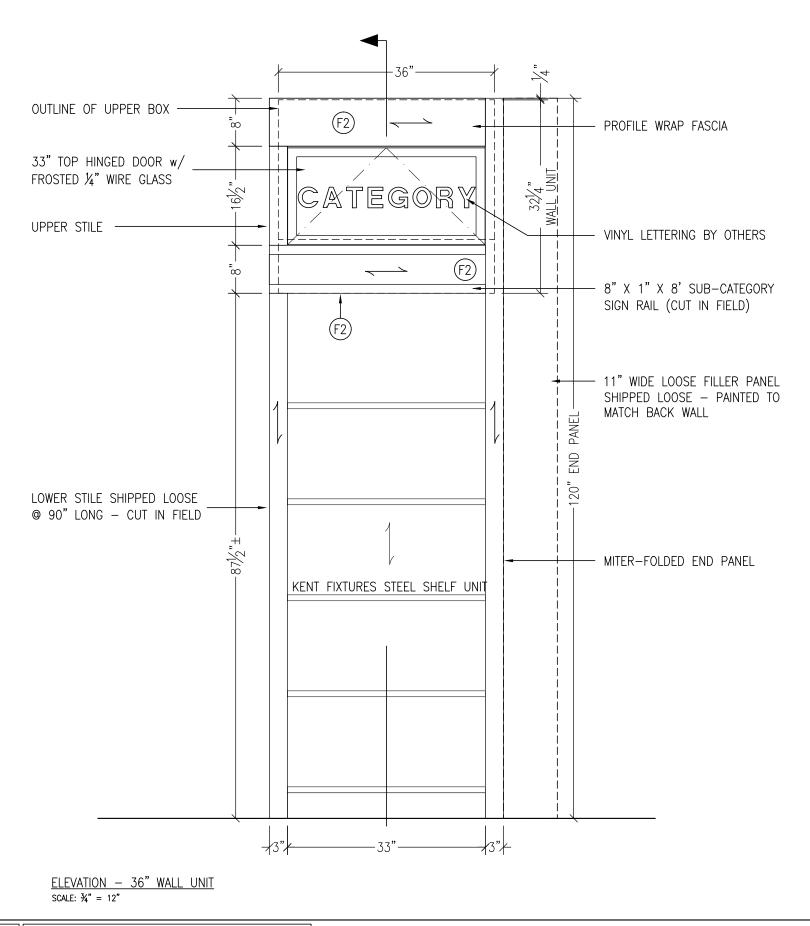
DRAWN BY: TK	PROJECT:
DATE: 03-28-11	PA WINE & SPIRITS
SCALE: AS NOTED	
PART #:	DRAWING TITLE:
SHEET: 1 of 2	WALL UNIT — STANDARD w/ END
	,



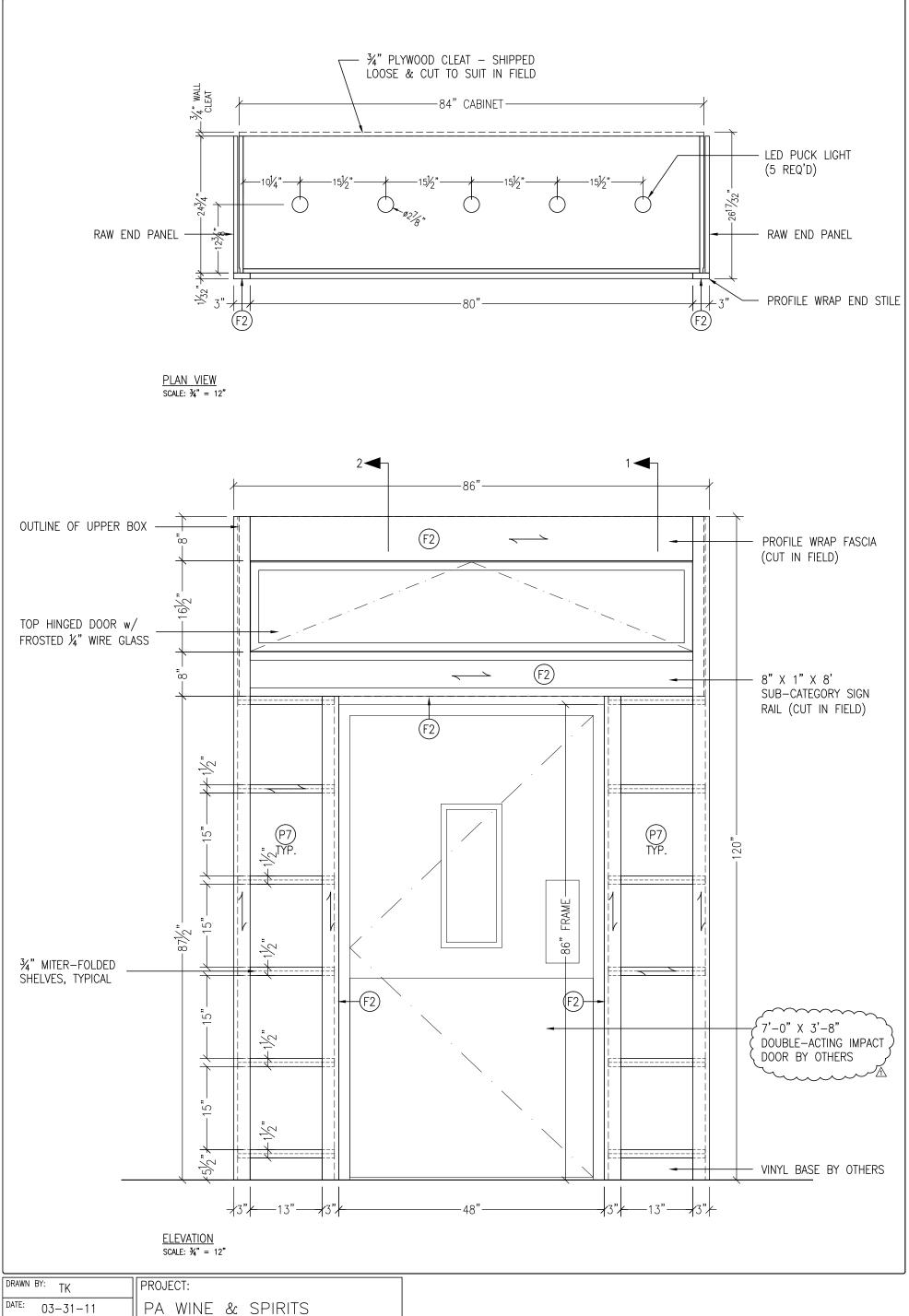
DRAWN BY: TK	PROJECT:
DATE: 03-18-11	PA WINE & SPIRITS
SCALE: AS NOTED	
PART #:	DRAWING TITLE:
SHEET: 2 of 2	WALL UNIT — STANDARD SECTION



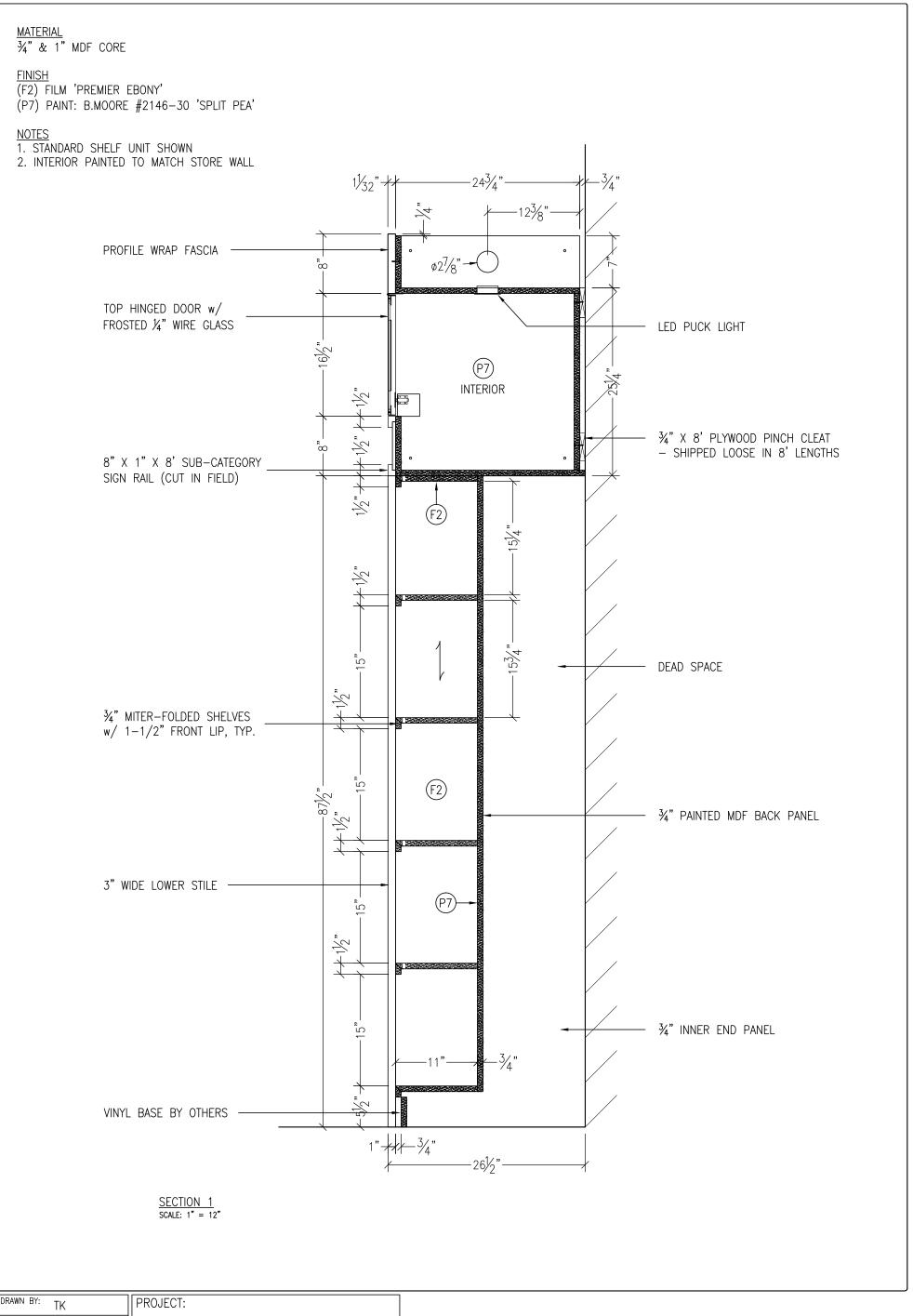
PLAN VIEW — WALL UNIT SCALE: 1" = 12"



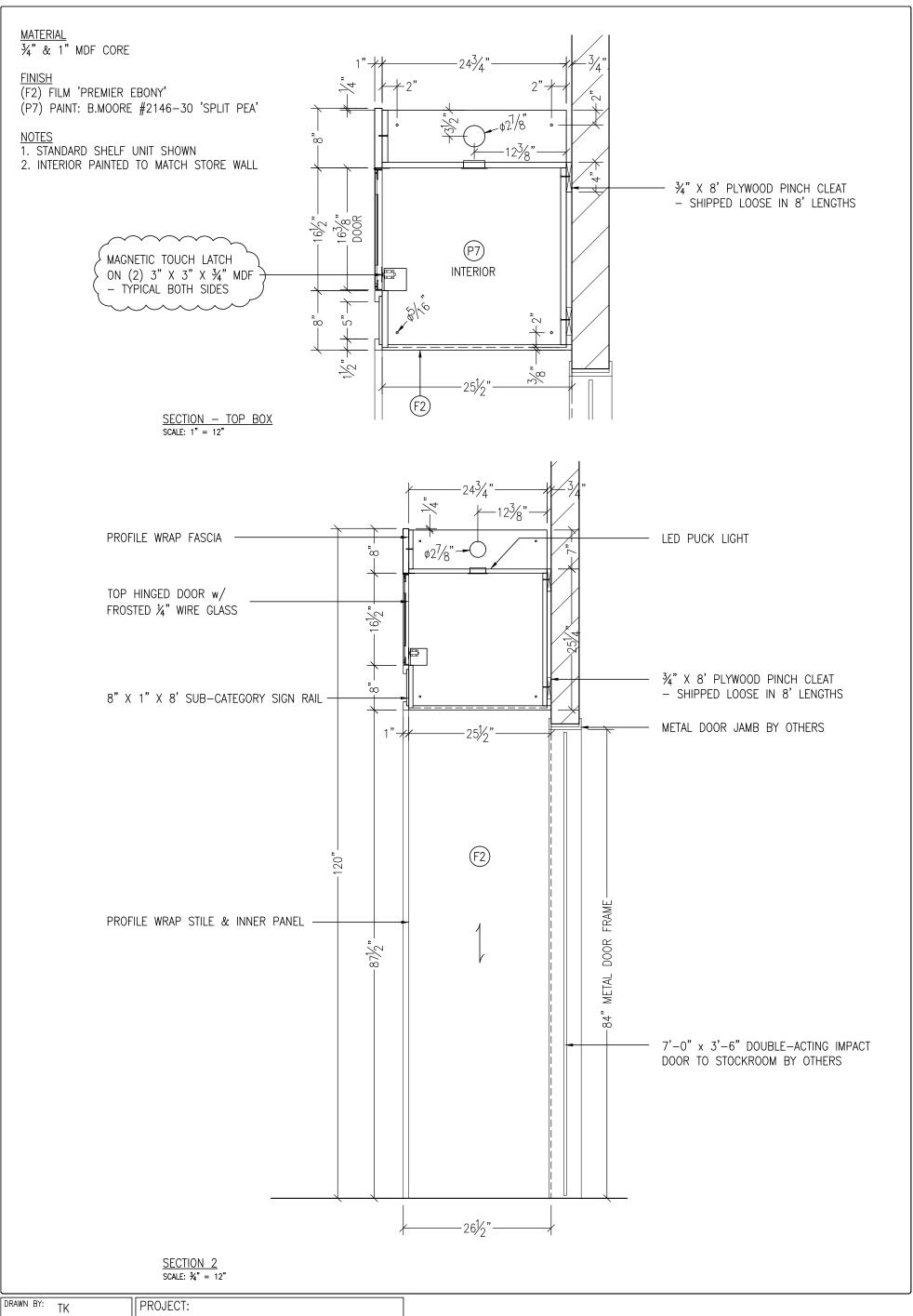
DRAWN BY: TK	PROJECT:
DATE: 03-28-11	PA WINE & SPIRITS
SCALE: AS NOTED	
PART #: 116.11.A8.3	DRAWING TITLE:
SHEET: 1 of 1	WALL UNIT - 36" w/ END PANEL
FILE NAME:	



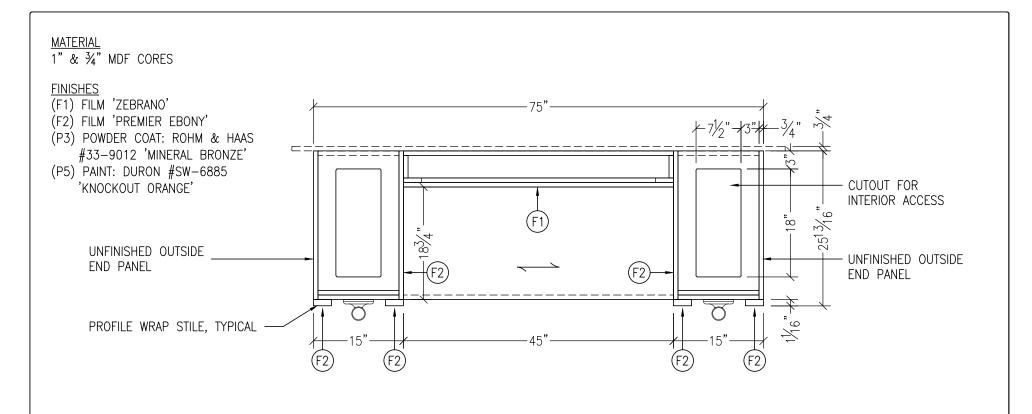
DRAWN BY: TK	PROJECT:
DATE: 03-31-11	PA WINE & SPIRITS
SCALE: AS NOTED	
PART #: A8.5	DRAWING TITLE:
SHEET: 1 of 3	WALL UNIT - STOCKROOM DOORWAY
FILE NAME:	



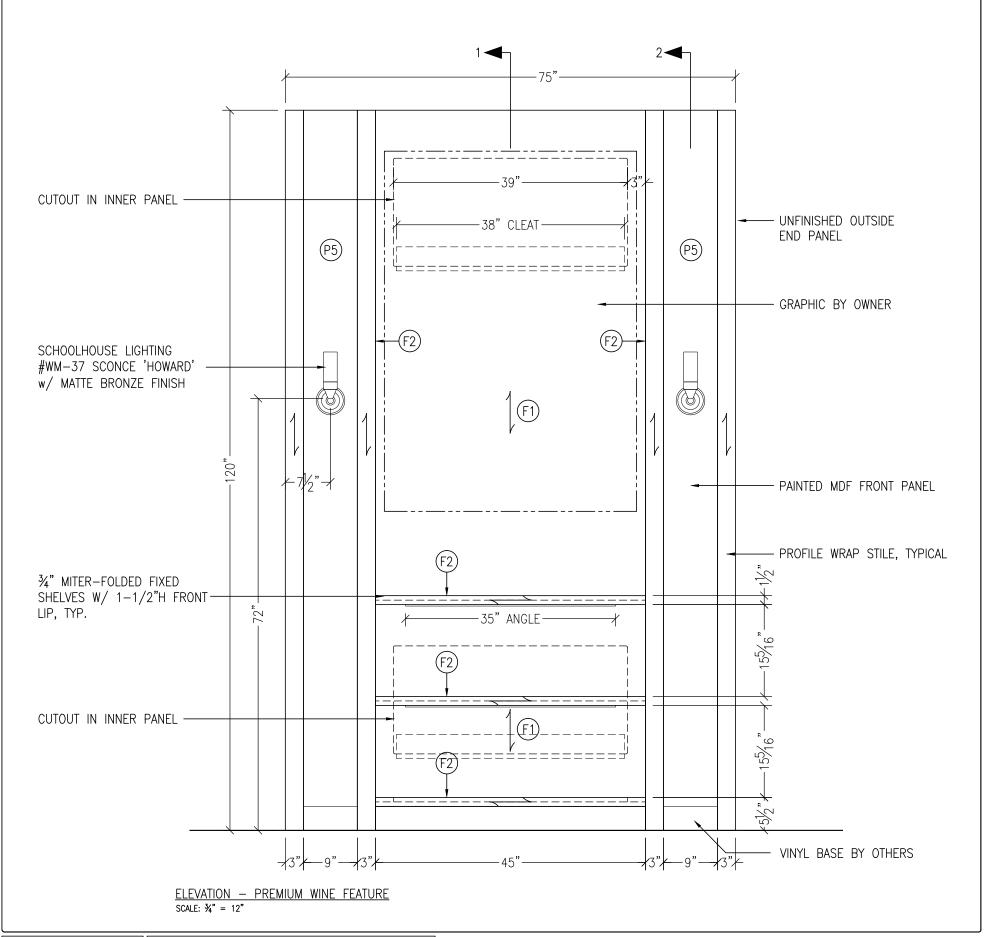
DRAWN BY: TK	PROJECT:	
DATE: 04-01-11	PA WINE & SPIRITS	
SCALE: AS NOTED		
PART #: A8.5	DRAWING TITLE:	
SHEET: 2 of 3	WALL UNIT - STOCKROOM DOORWAY	
FILE NAME:	SHELF AREA SECTION	



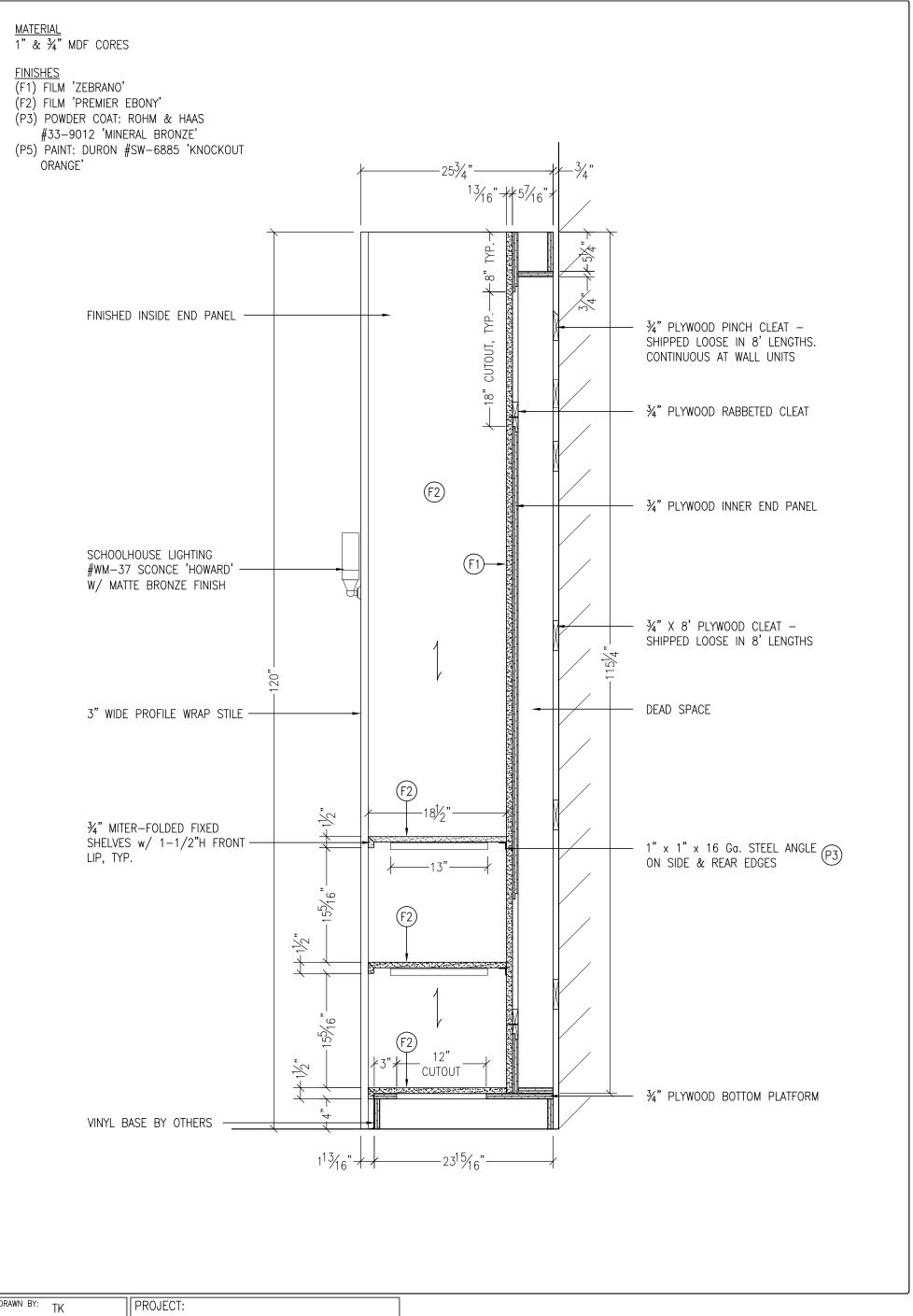
DRAWN BY: TK	PROJECT:
DATE: 04-01-11	PA WINE & SPIRITS
SCALE: AS NOTED	
PART #: A8.5	DRAWING TITLE:
SHEET: 3 of 3	WALL UNIT - STOCKROOM DOORWAY
FILE	SECTION



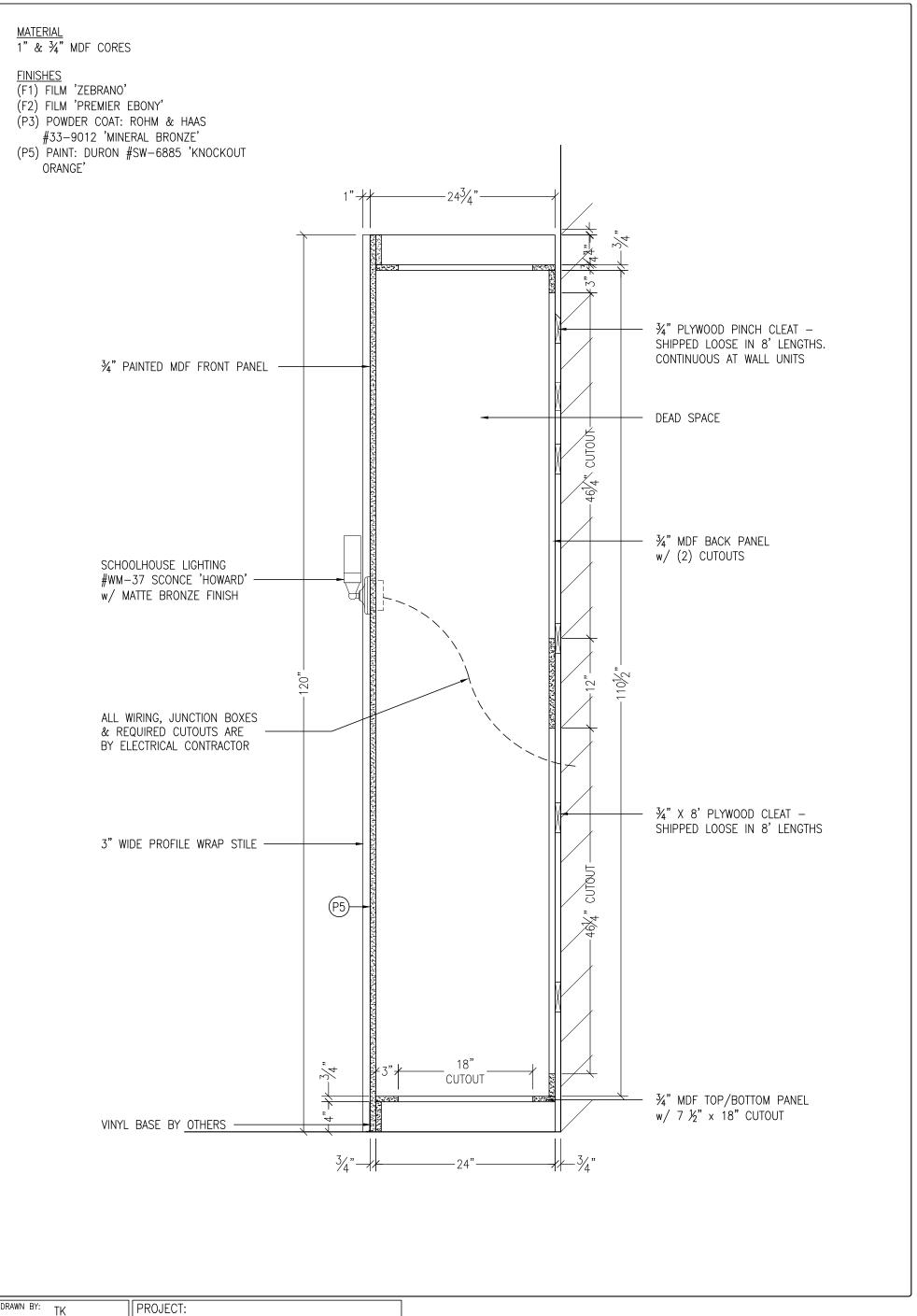
<u>PLAN VIEW — PREMIUM WINE FEATURE</u> SCALE: ¾" = 12"



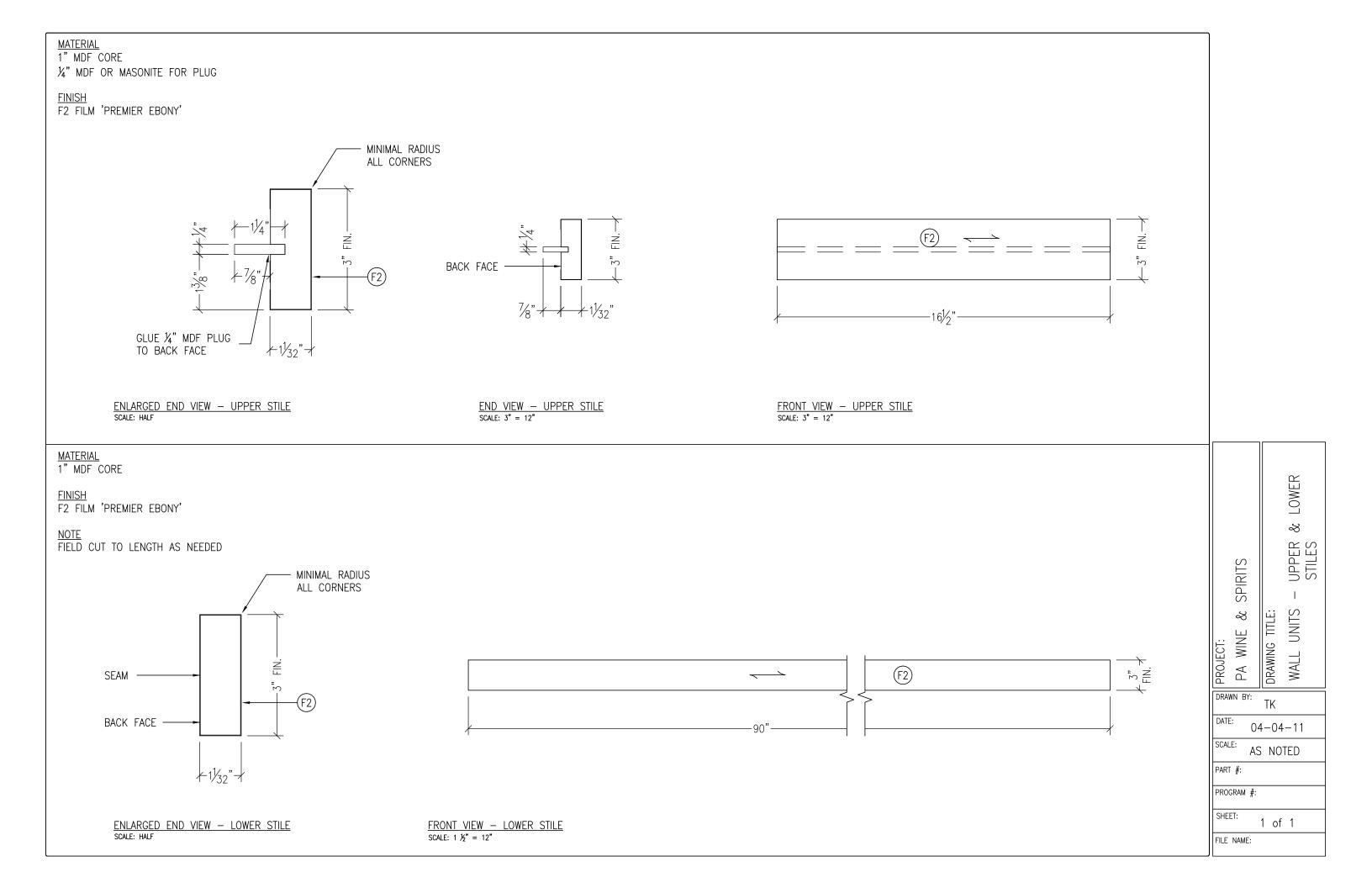
DRAWN BY: TK	PROJECT:
DATE: 04-02-11	PA WINE & SPIRITS
SCALE: AS NOTED	
PART #: A8.6	DRAWING TITLE:
SHEET: 1 of 3	WALL UNIT — PREMIUM WINE
FILE NAME:	FEATURE

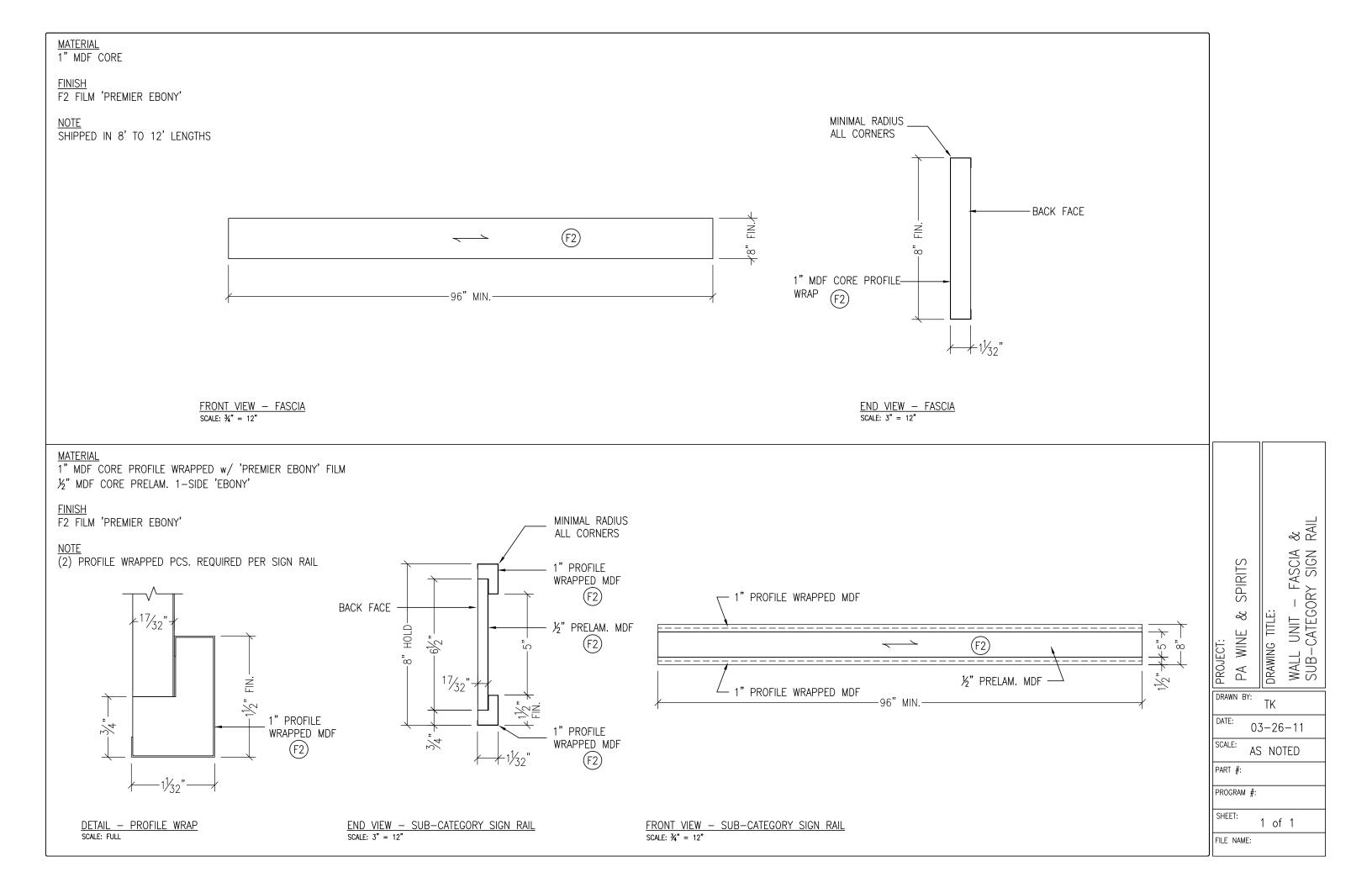


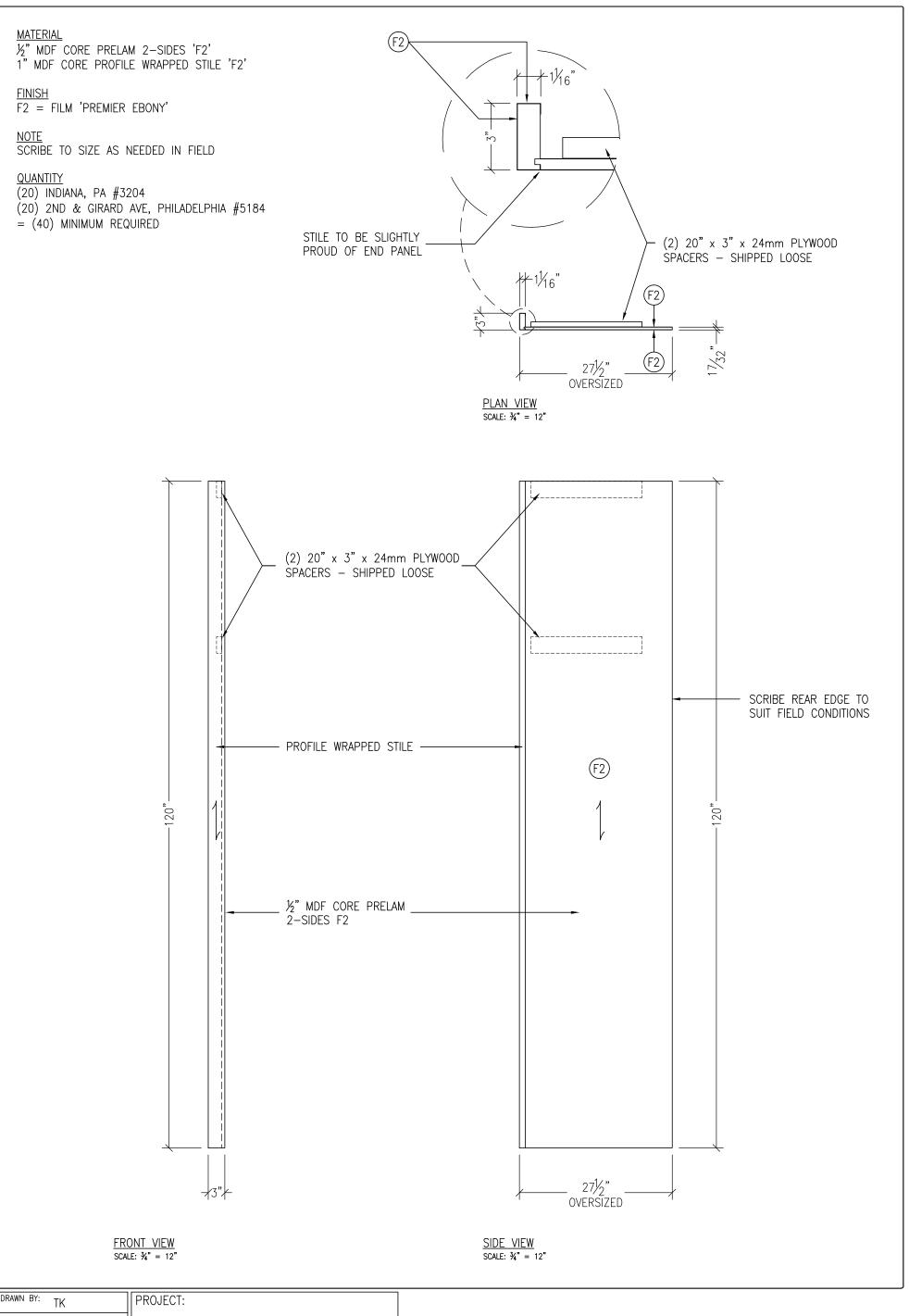
DRAWN BY: TK	PROJECT:
DATE: 04-02-11	PA WINE & SPIRITS
SCALE: 1" = 12"	
PART #: A8.6	DRAWING TITLE:
SHEET: 2 of 2	WALL UNIT — PREMIUM WINE
FILE NAME:	FEATURE - SECTION 1



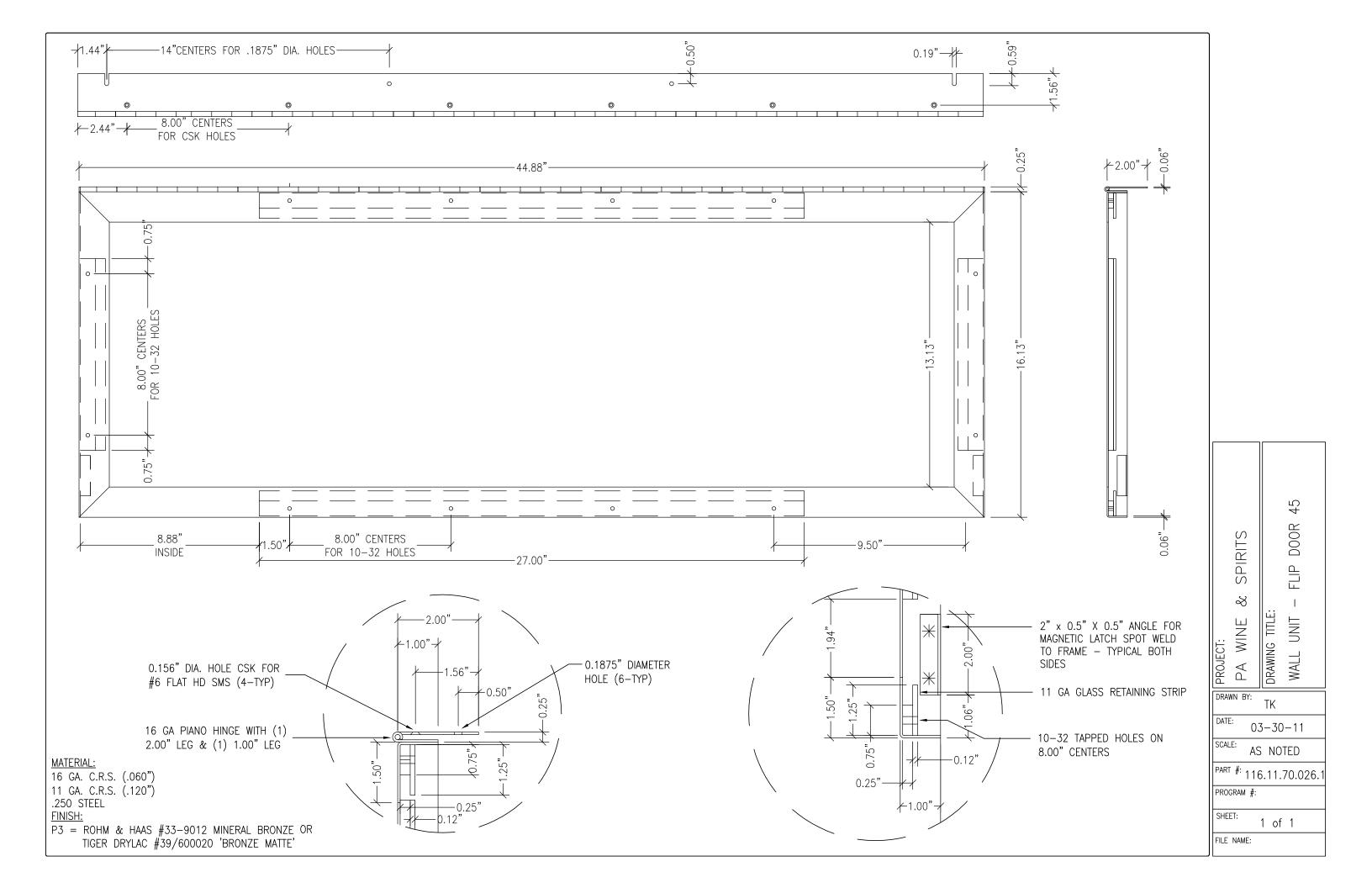
DRAWN BY: TK	PROJECT:
DATE: 04-02-11	PA WINE & SPIRITS
SCALE: 1" = 12"	
PART #: A8.6	DRAWING TITLE:
SHEET: 3 of 3	WALL UNIT — PREMIUM WINE
FILE NAME:	FEATURE — SECTION 2

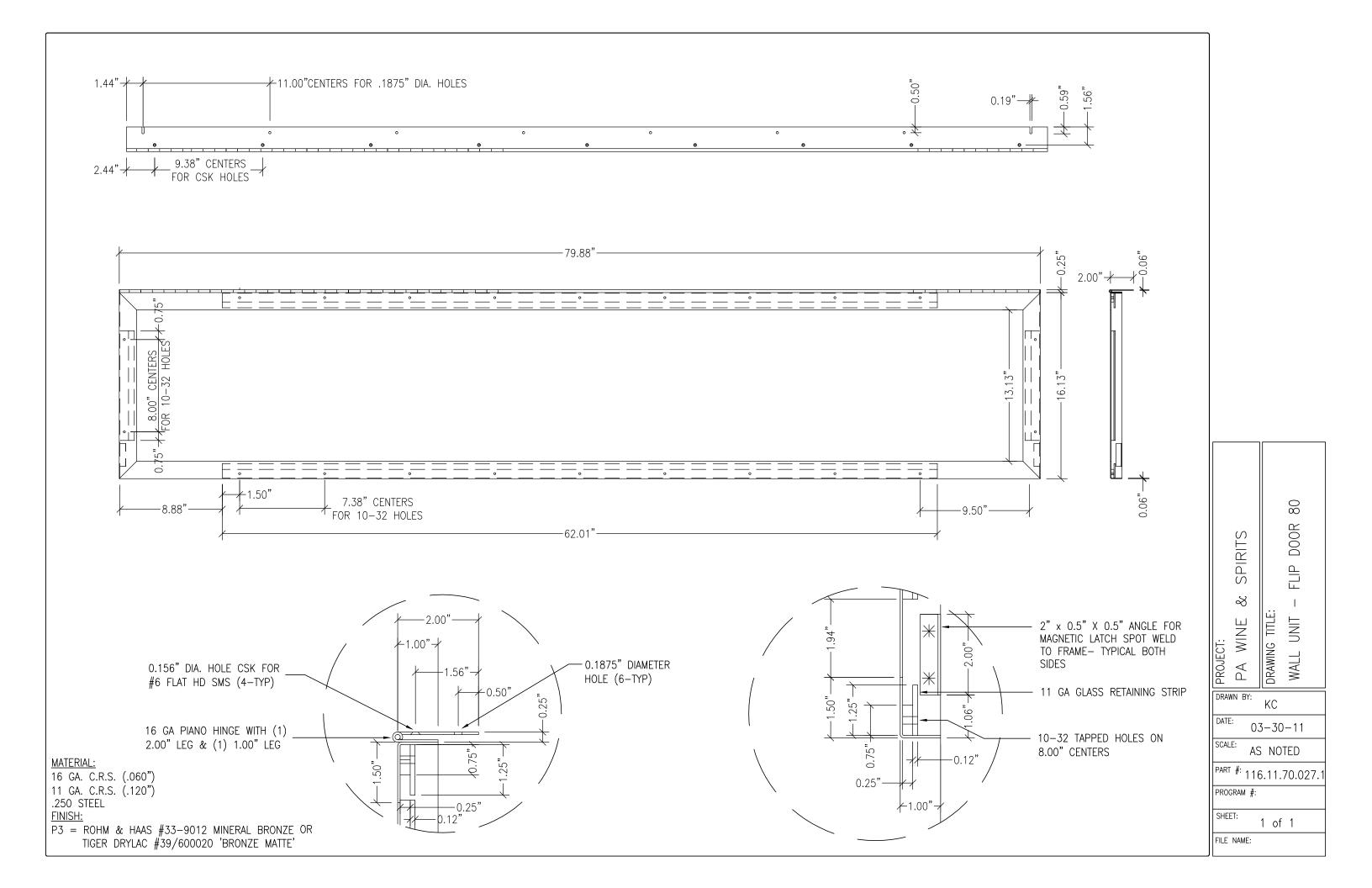


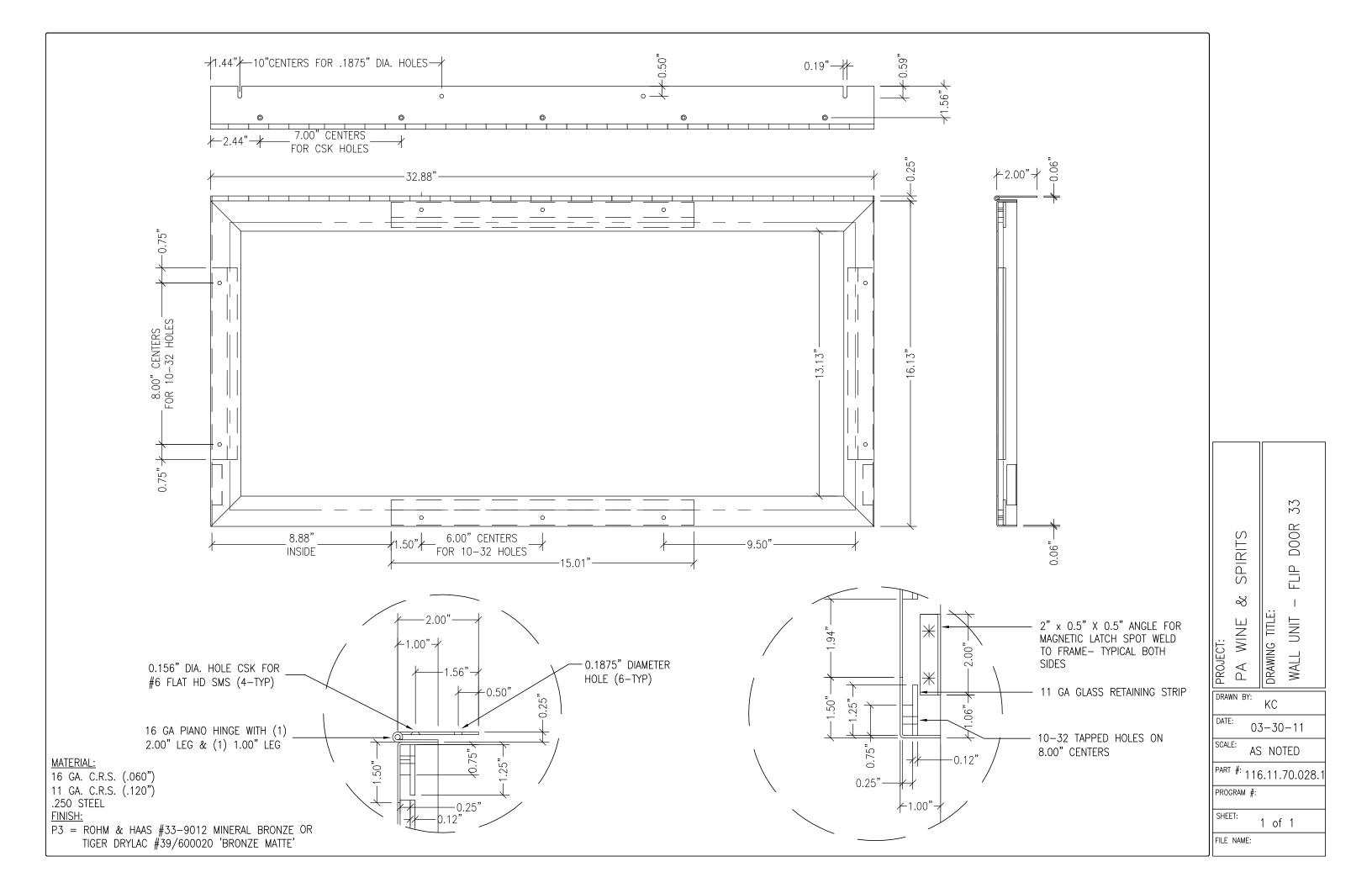


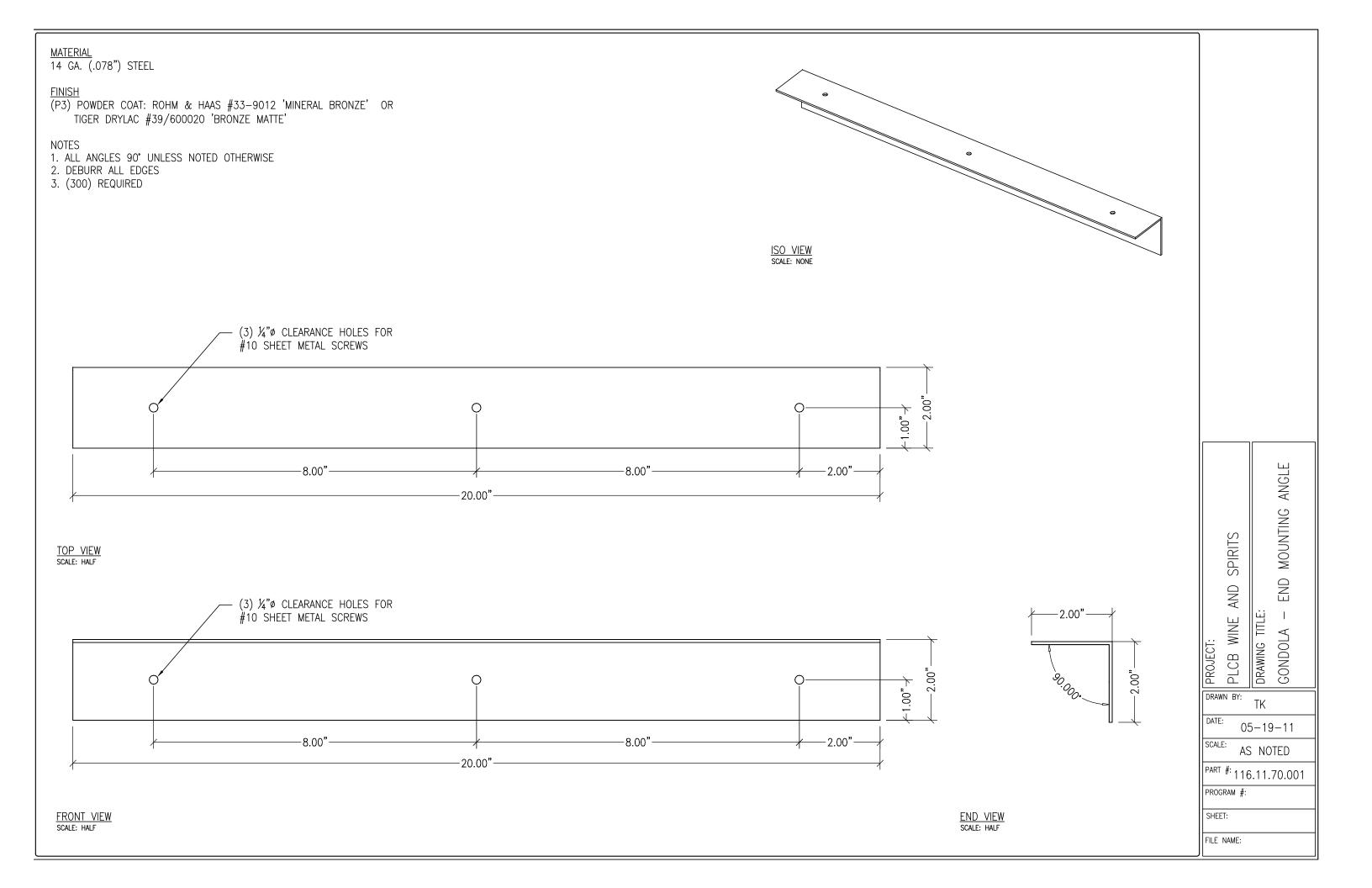


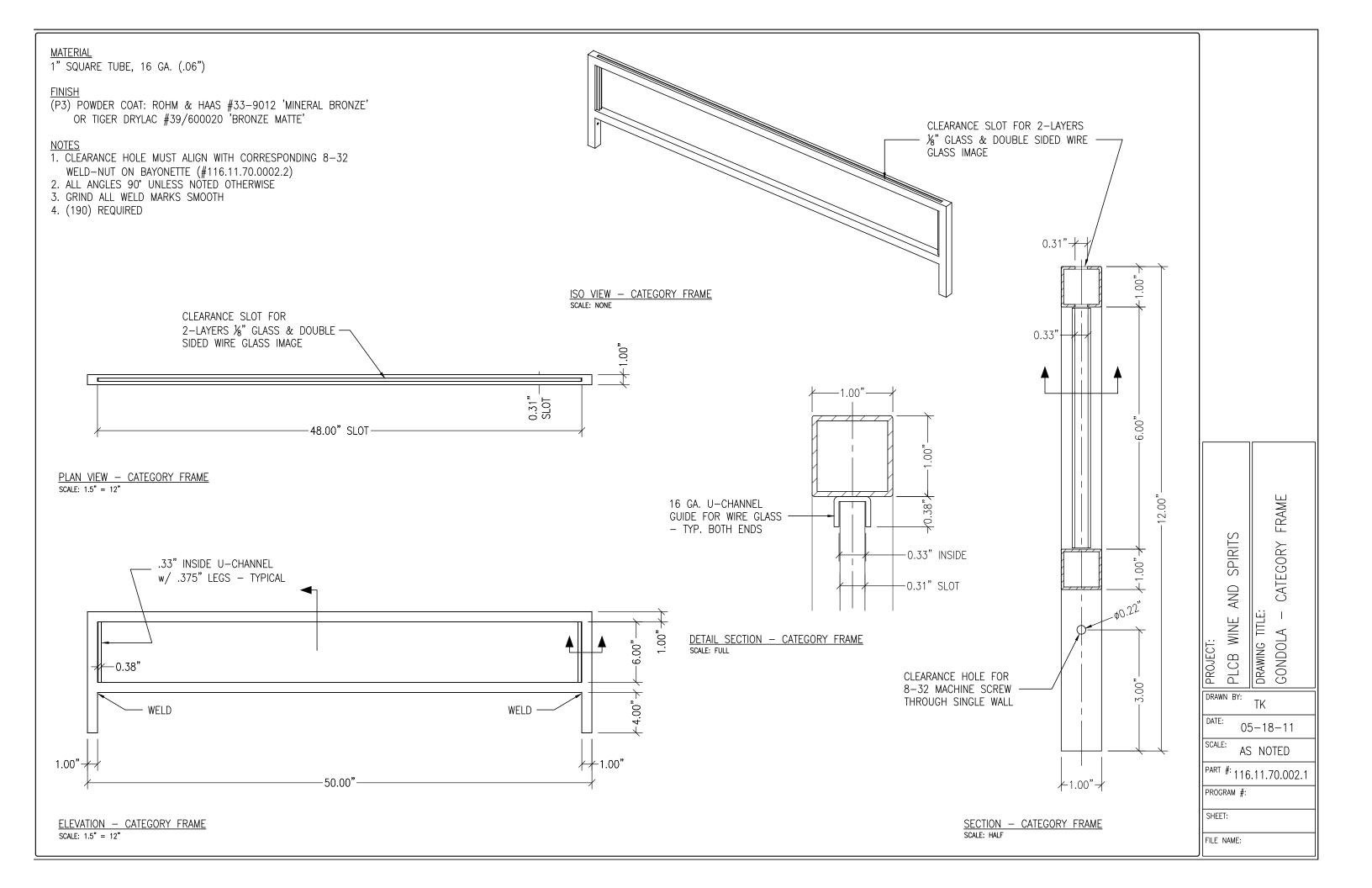
DRAWN BY: TK	PROJECT:
DATE: 04-04-11	PA WINE & SPIRITS
SCALE: AS NOTED	
PART #: A8	DRAWING TITLE:
SHEET: 1 of 1	WALL UNITS — END PANEL
FILE NAME:	(UPDATED)











MATERIAL

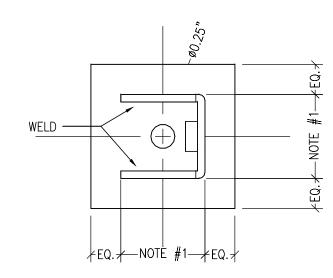
11 GA. (0.12") STEEL 14 GA. (.078") STEEL

(P3) POWDER COAT: ROHM & HAAS #33-9012 'MINERAL BRONZE' OR TIGER DRYLAC #39/600020 'BRONZE MATTE'

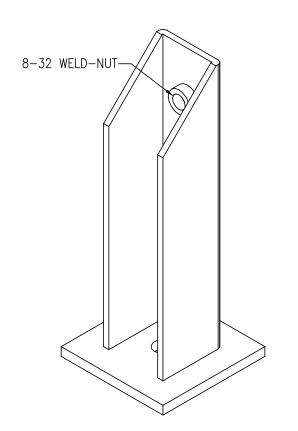
- 1. TO SUIT INSIDE DIMENSION OF 1" SQ. TUBING ON CATEGORY FRAME (#116.11.70.0002.1) - SNUG FIT
- 2. 8-32 WELD-NUT MUST ALIGN WITH CORRESPONDING CLEARANCE HOLE ON INSIDE FACE OF CATEGORY FRAME (#116.11.70.0002.1)
 3. ALL ANGLES 90° UNLESS NOTED OTHERWISE
- 4. DEBURR ALL EDGES

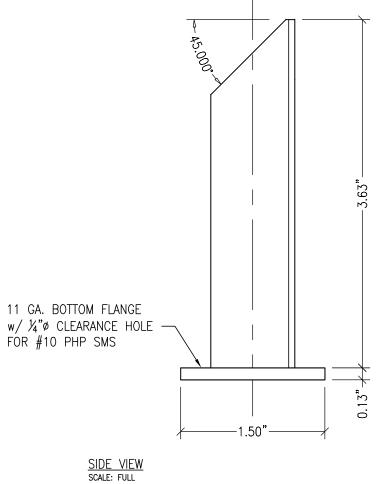
ISO VIEW SCALE: FULL

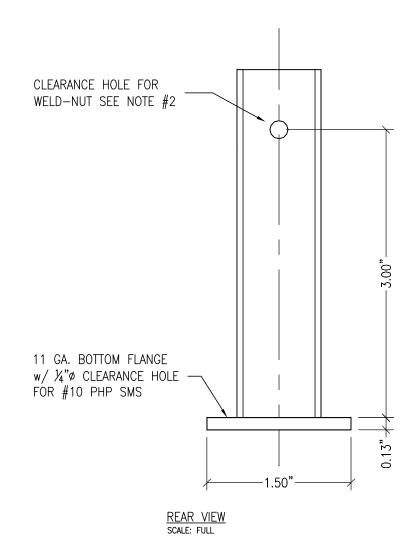
5. (2) BAYONETTES PER GONDOLA FRAME



PLAN VIEW SCALE: FULL







PROJECT: PLCB WINE AND SPIRITS	DRAWING TITLE: GONDOLA — CATEGORY FRAME BAYONETTES
DRAWN BY:	TK
11	5-19-11
ll .	NOTED
PART #: 116	.11.70.002.2
PROGRAM #:	
SHEET:	

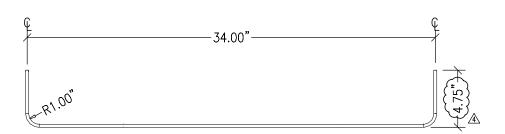
FILE NAME:

MATERIAL 0.25"ø STEEL WIRE

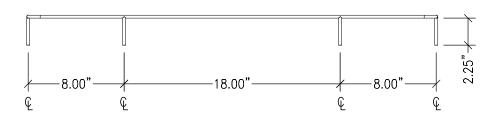
(P3) POWDER COAT: R&H #33-9012 'MINERAL BRONZE' OR TIGER DRYLAC #39/600020 'BRONZE MATTE'

<u>NOTES</u>

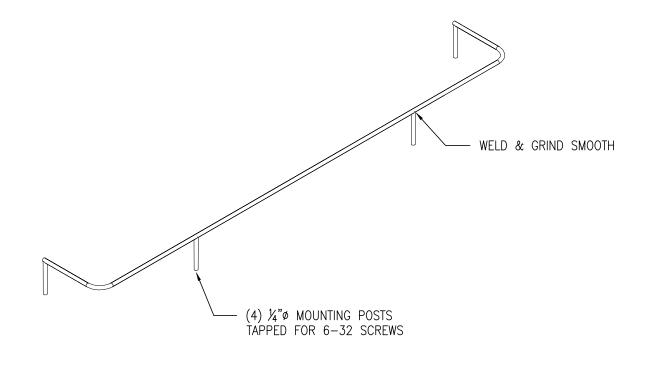
- 1. TAP ALL POSTS %" DEEP FOR #6-32 MACHINE SCREWS 2. SMOOTH OUT ALL GRIND MARKS
- 3. (2) WIRES PER SPECIALTY GONDOLA, (80) TOTAL REQUIRED



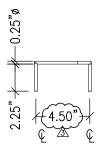
TOP VIEW



FRONT VIEW



ISO VIEW SCALE: NONE



END VIEW (LEFT)

	WIRE
	SHELF
	GONDOLA
DRAWING TITLE:	SPECIALTY

PROJECT: PLCB

DRAWN BY:

03-08-11 SCALE:

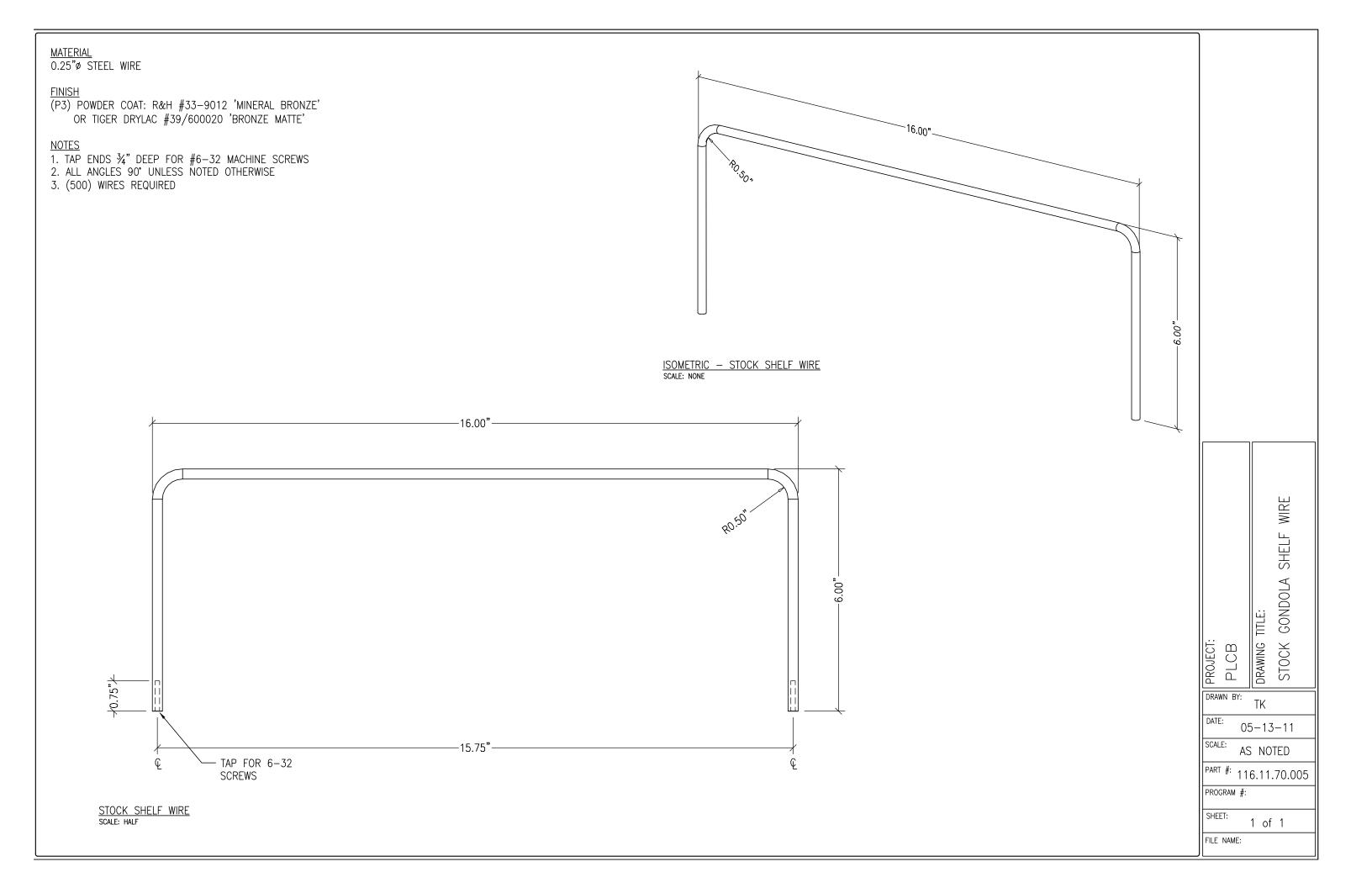
1.5" = 12"PART #: 116.11.70.004

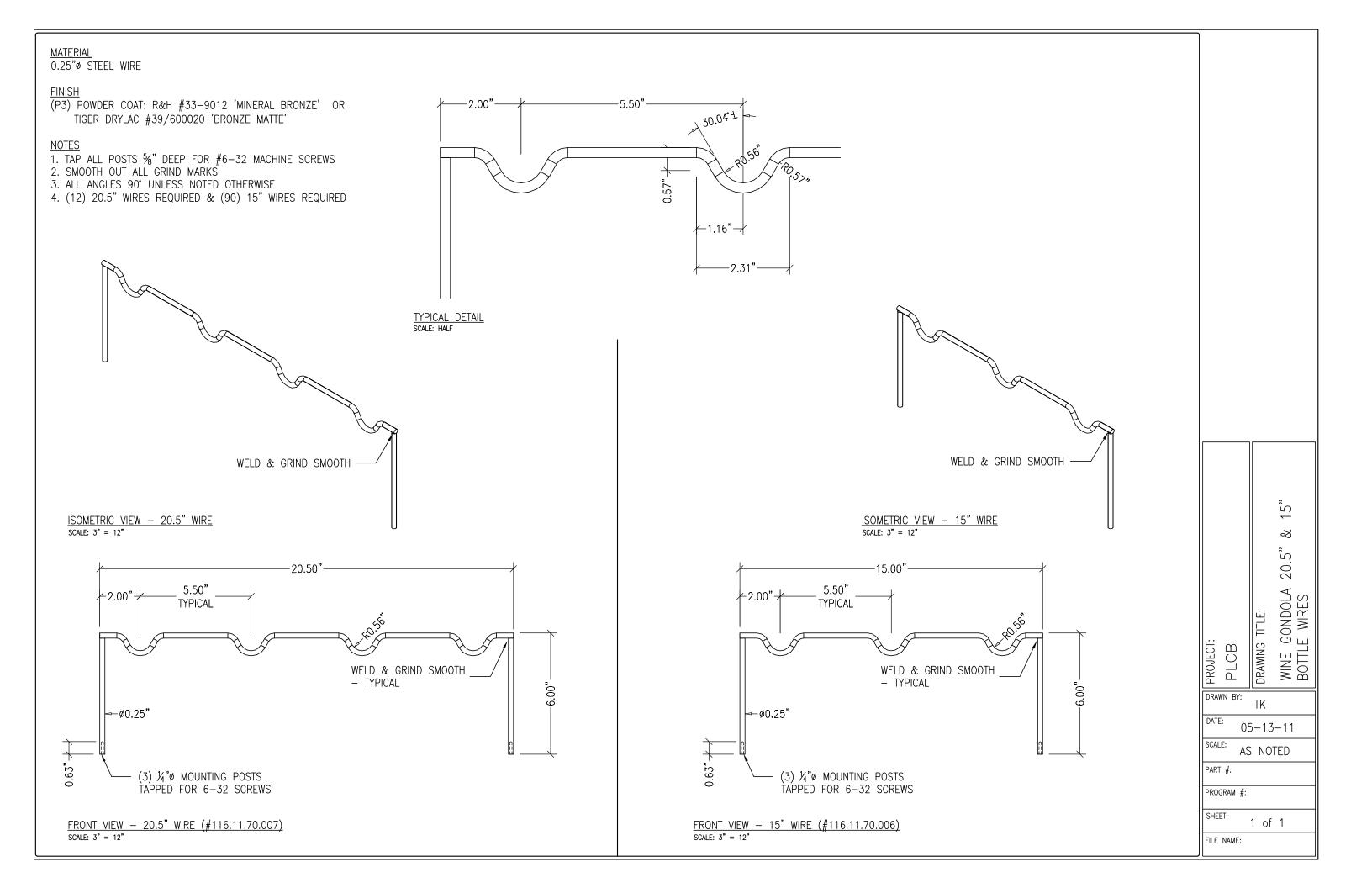
PROGRAM #:

SHEET:

1 of 1

FILE NAME:







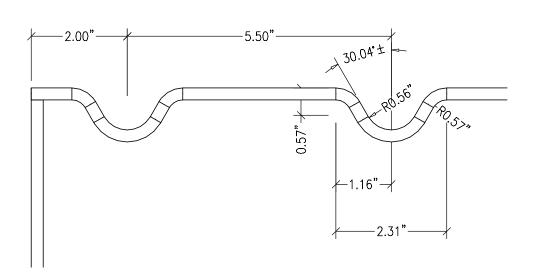
0.25"ø STEEL WIRE

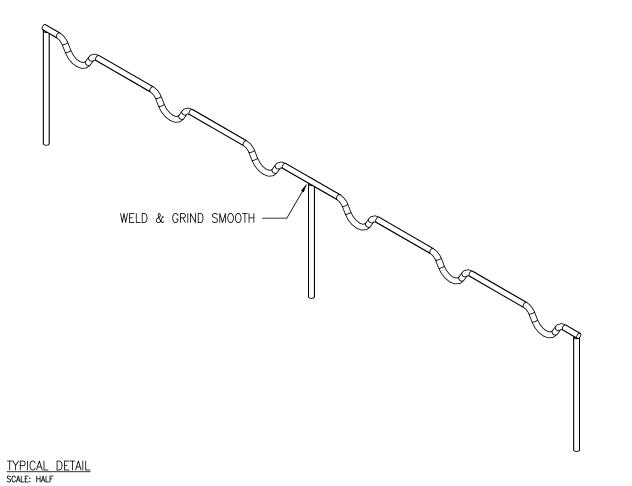
(P3) POWDER COAT: R&H #33-9012 'MINERAL BRONZE' OR TIGER DRYLAC #39/600020 'BRONZE MATTE'

<u>NOTES</u>

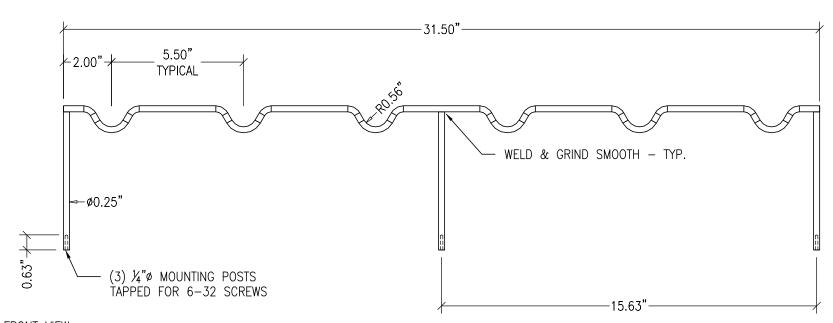
- 1. TAP ALL POSTS %" DEEP FOR #6-32 MACHINE SCREWS
 2. SMOOTH OUT ALL GRIND MARKS
 ALL ANGLES 90° UNLESS NOTED OTHERWISE

- 4. (25) WIRES REQUIRED





<u>ISOMETRIC VIEW - 31.5" WIRE</u> SCALE: HALF



 $\frac{\mathsf{FRONT} \ \mathsf{VIEW}}{\mathsf{SCALE:} \ \mathsf{3"} = 12"}$

	WIRE
	BOTTLE
	31.5"
3 TITLE:	GONDOLA
DRAWING	WINE
TK	

05-13-11

AS NOTED

1 of 1

PART #: 116.11.70.008

PROJECT: PLCB

DRAWN BY:

SCALE:

PROGRAM #:

SHEET:

FILE NAME:

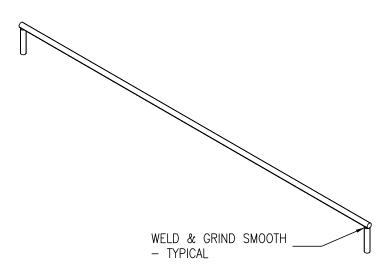
MATERIAL

0.25"ø STEEL WIRE

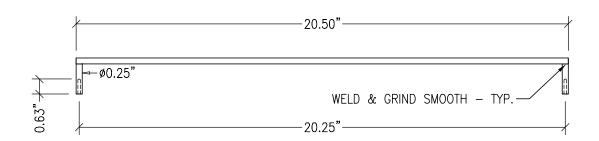
(P3) POWDER COAT: R&H #33-9012 'MINERAL BRONZE' OR TIGER DRYLAC #39/600020 'BRONZE MATTE'

NOTES

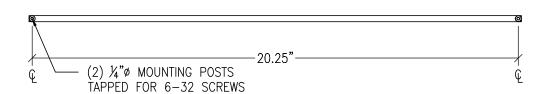
- 1. TAP ALL POSTS %" DEEP FOR #6-32 MACHINE SCREWS
- 2. SMOOTH OUT ALL GRIND MARKS"
- ALL ANGLES 90° UNLESS NOTED OTHERWISE
- 4. (12) WIRES REQUIRED



ISO VIEW - 20.5" STOP WIRE SCALE: 3" = 12"



FRONT VIEW - 20.5" STOP WIRE SCALE: 3" = 12"



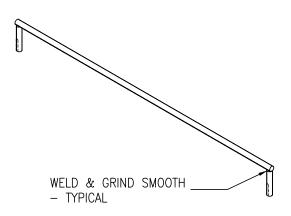
BOTTOM VIEW - 20.5" STOP WIRE (#116.11.70.011) SCALE: 3" = 12"

MATERIAL

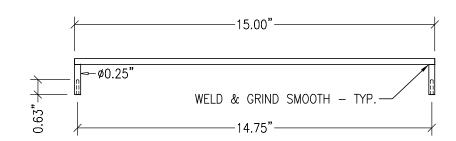
0.25"ø STEEL WIRE

(P3) POWDER COAT: R&H #33-9012 'MINERAL BRONZE' OR TIGER DRYLAC #39/600020 'BRONZE MATTE'

- 1. TAP ALL POSTS 5/8" DEEP FOR #6-32 MACHINE SCREWS
- 2. SMOOTH OUT ALL GRIND MARKS"
- ALL ANGLES 90° UNLESS NOTED OTHERWISE
- 4. (90) WIRES REQUIRED



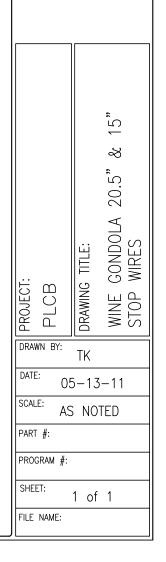
<u>ISO VIEW - 15" STOP WIRE</u> SCALE: 3" = 12"

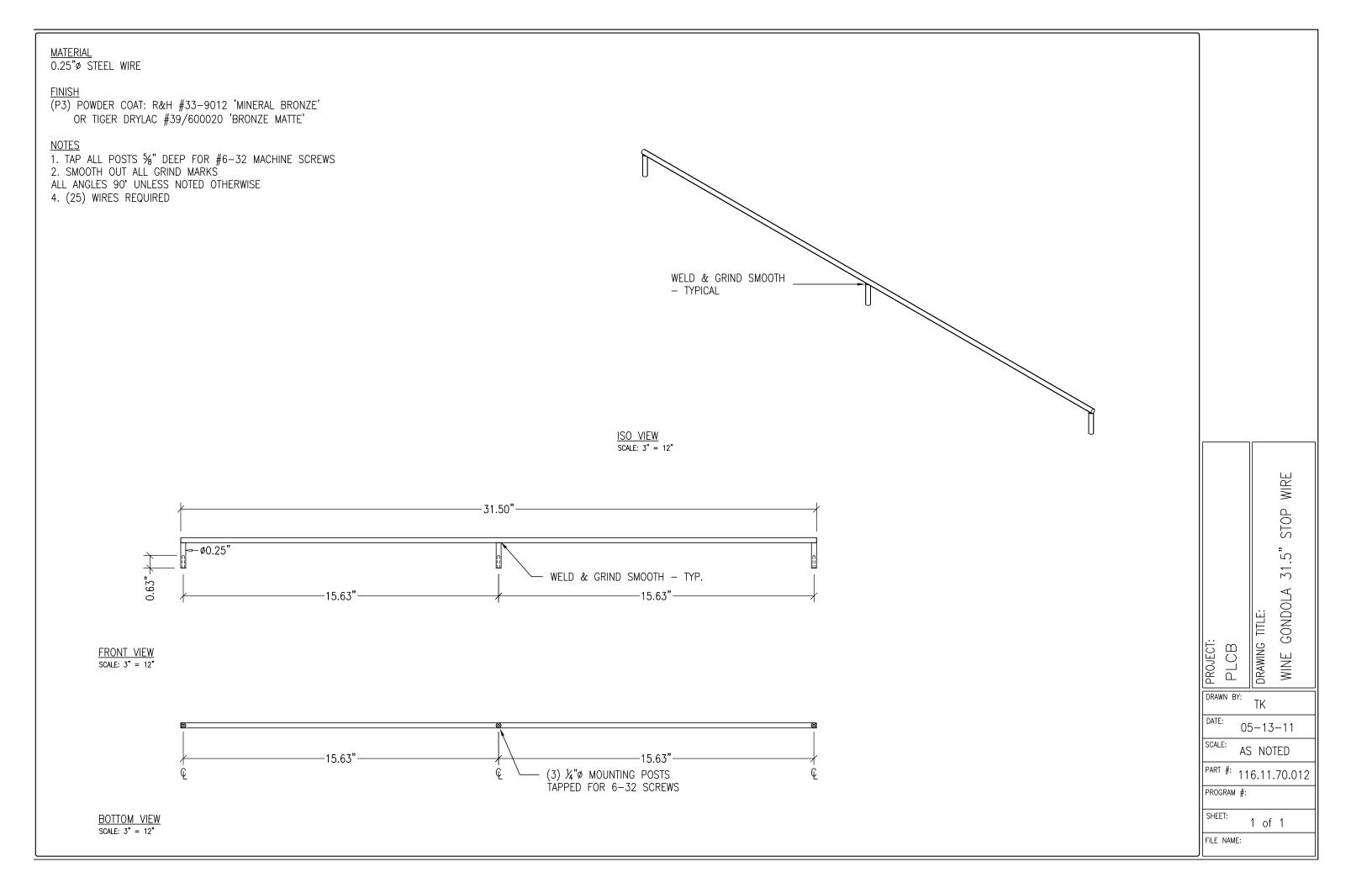


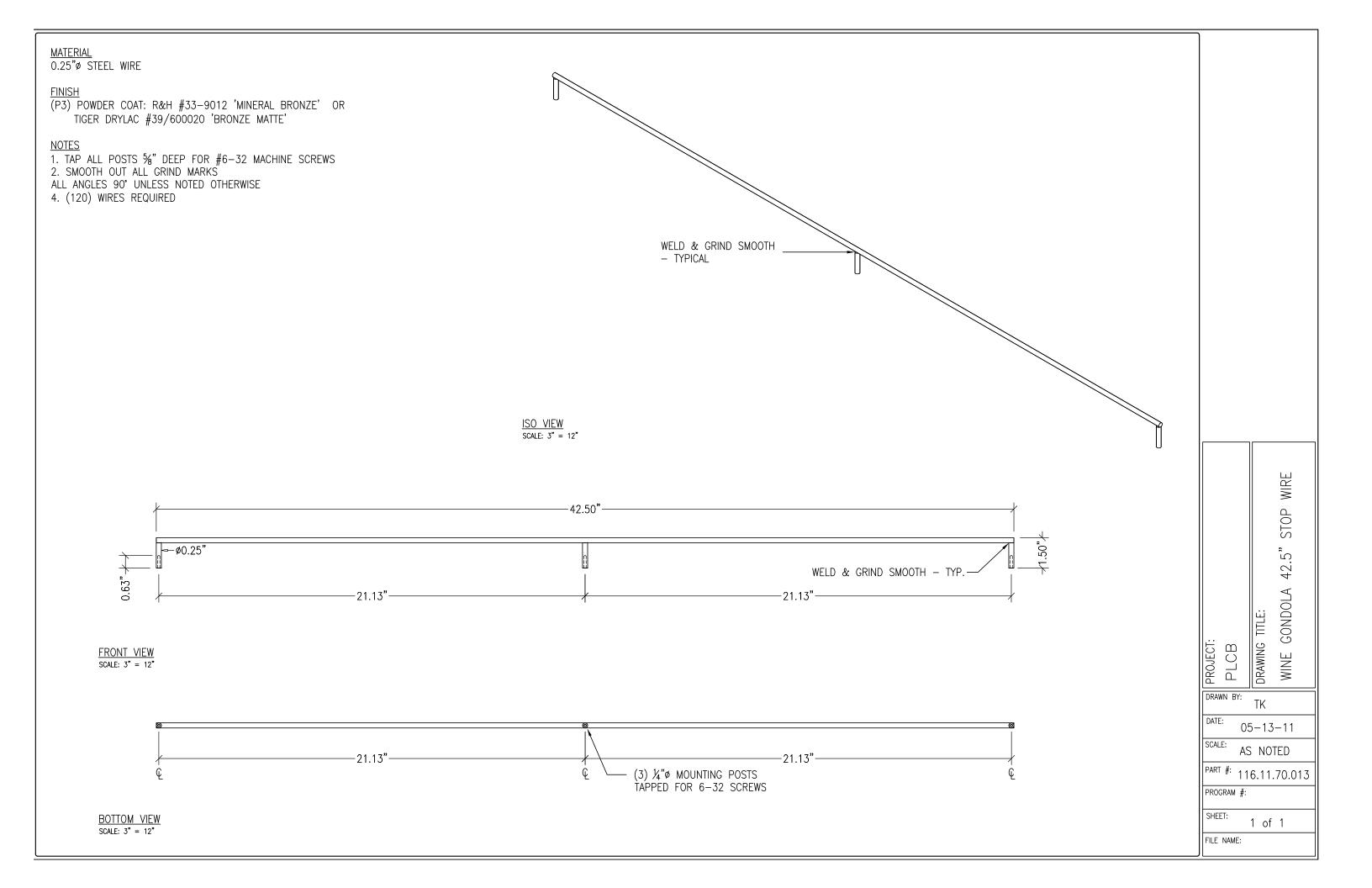
FRONT VIEW - 15" STOP WIRE SCALE: 3" = 12"

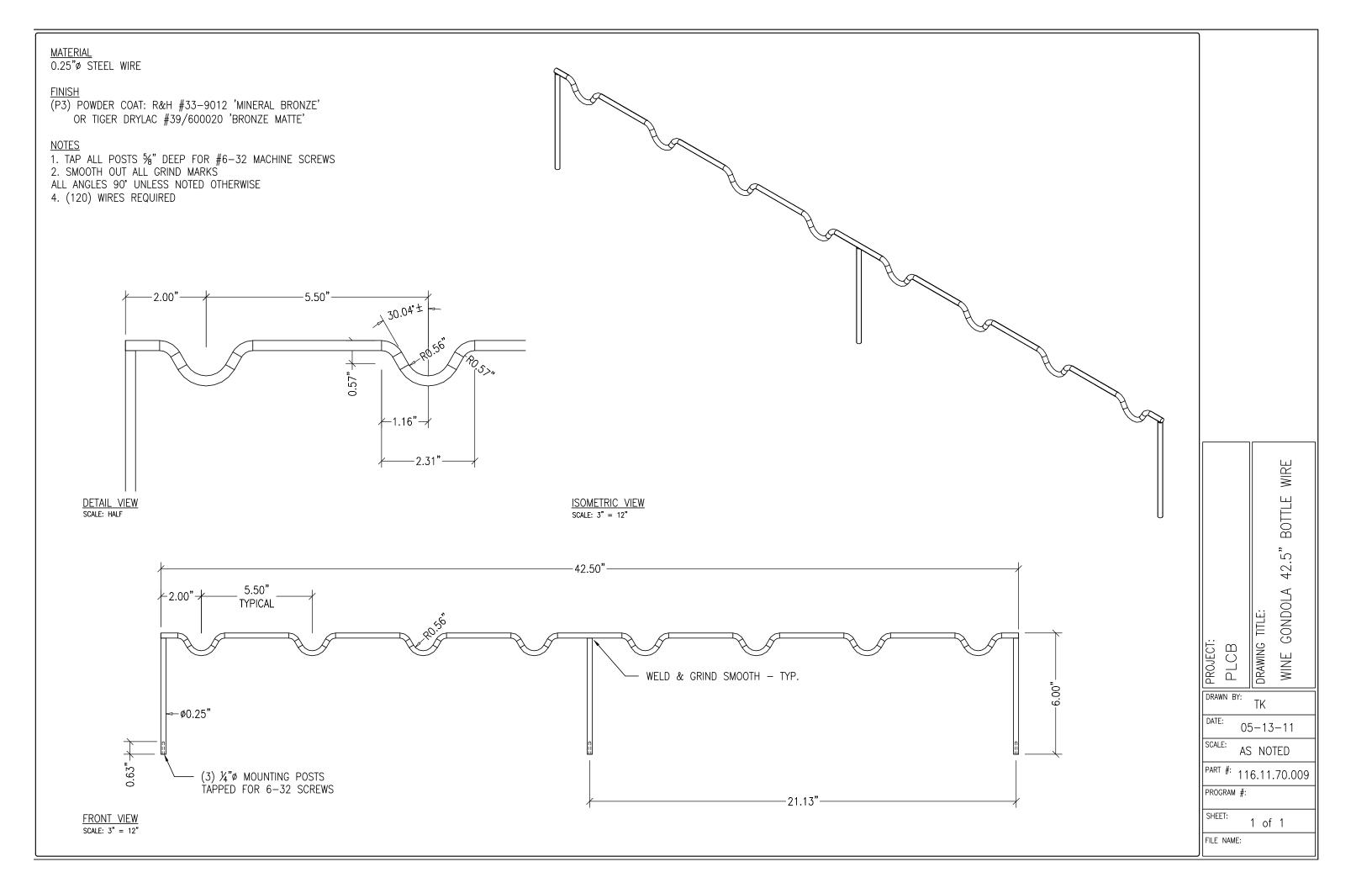


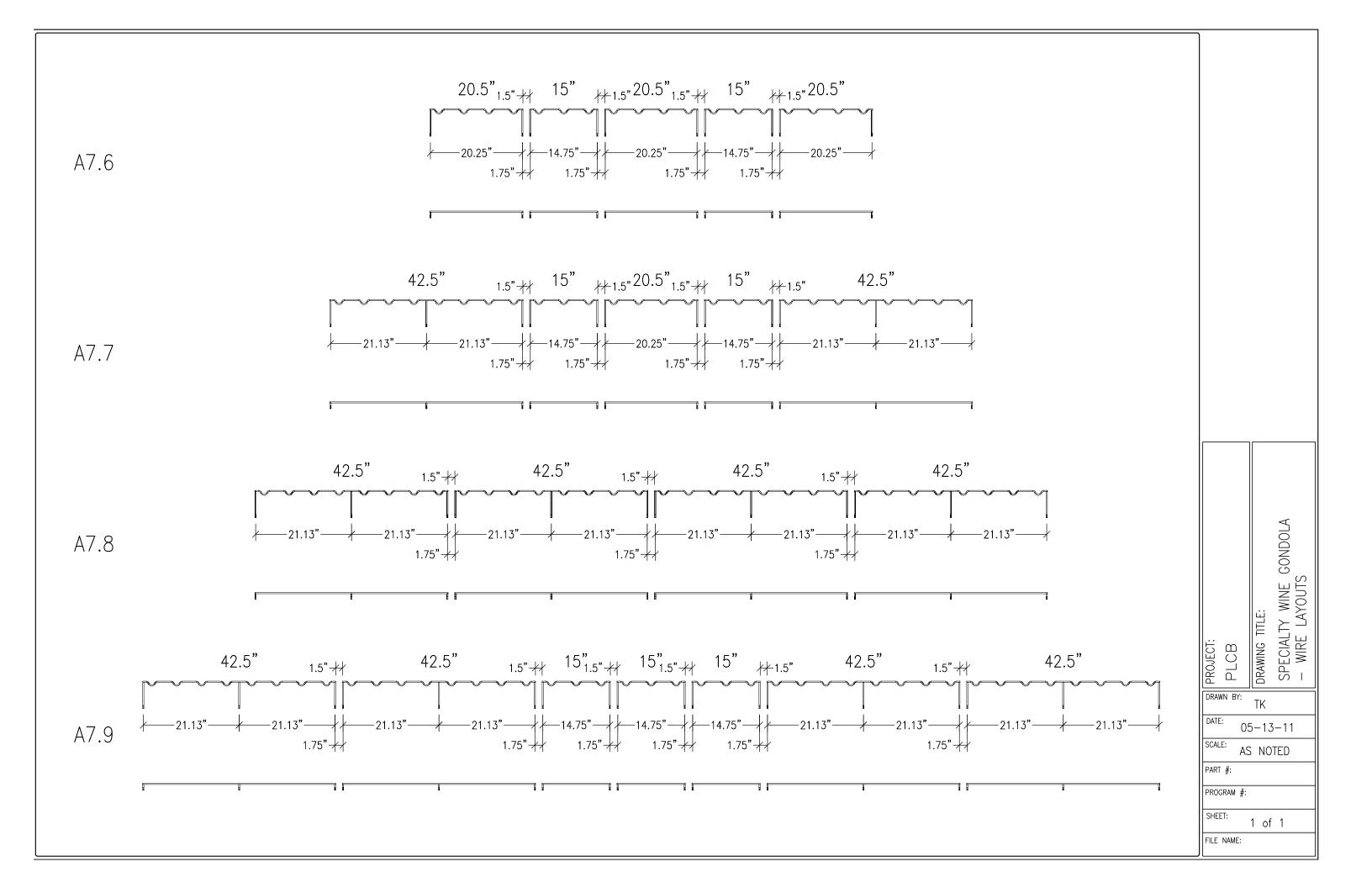
BOTTOM VIEW - 15" STOP WIRE (#116.11.70.010) SCALE: 3" = 12"

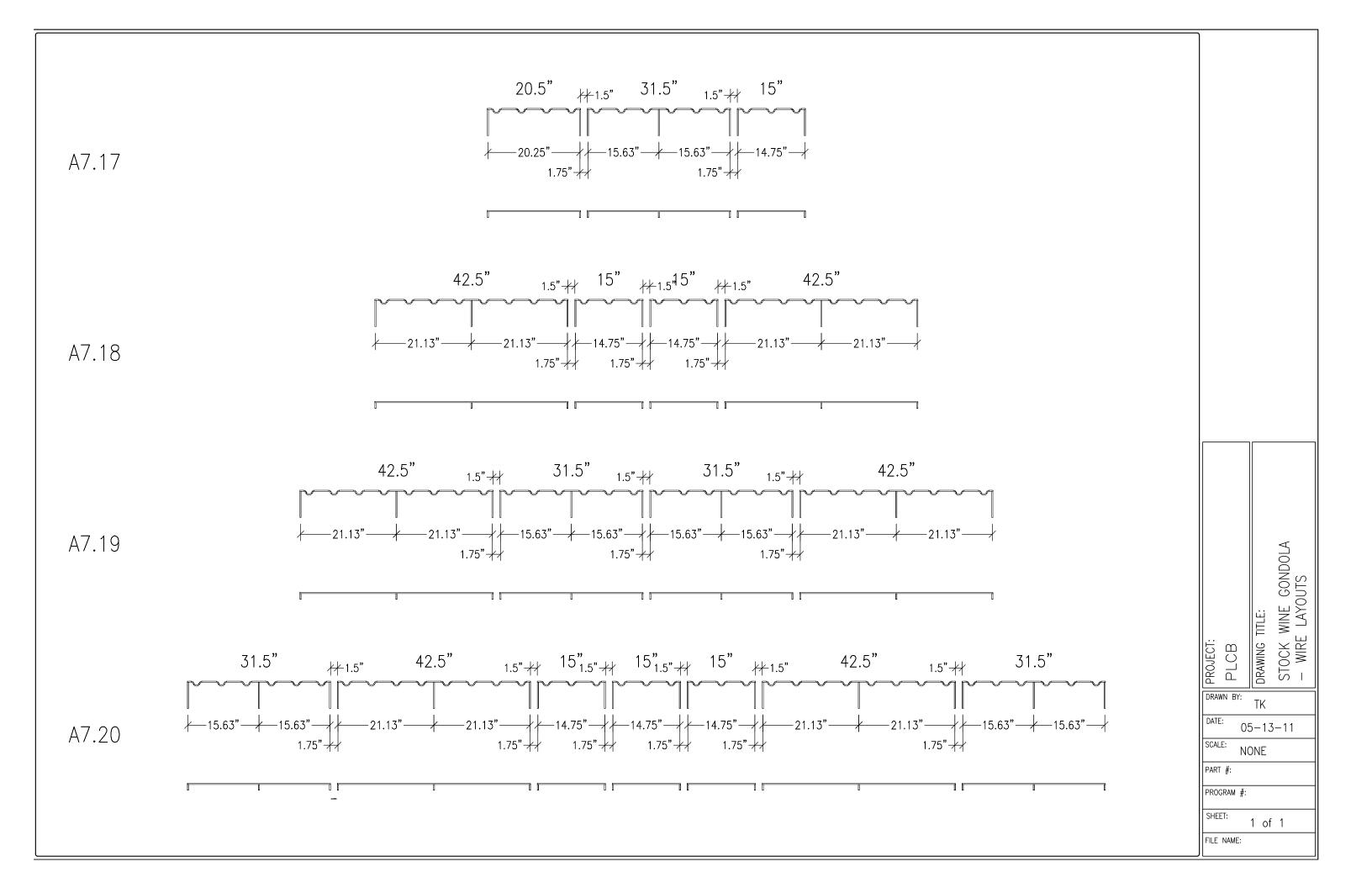


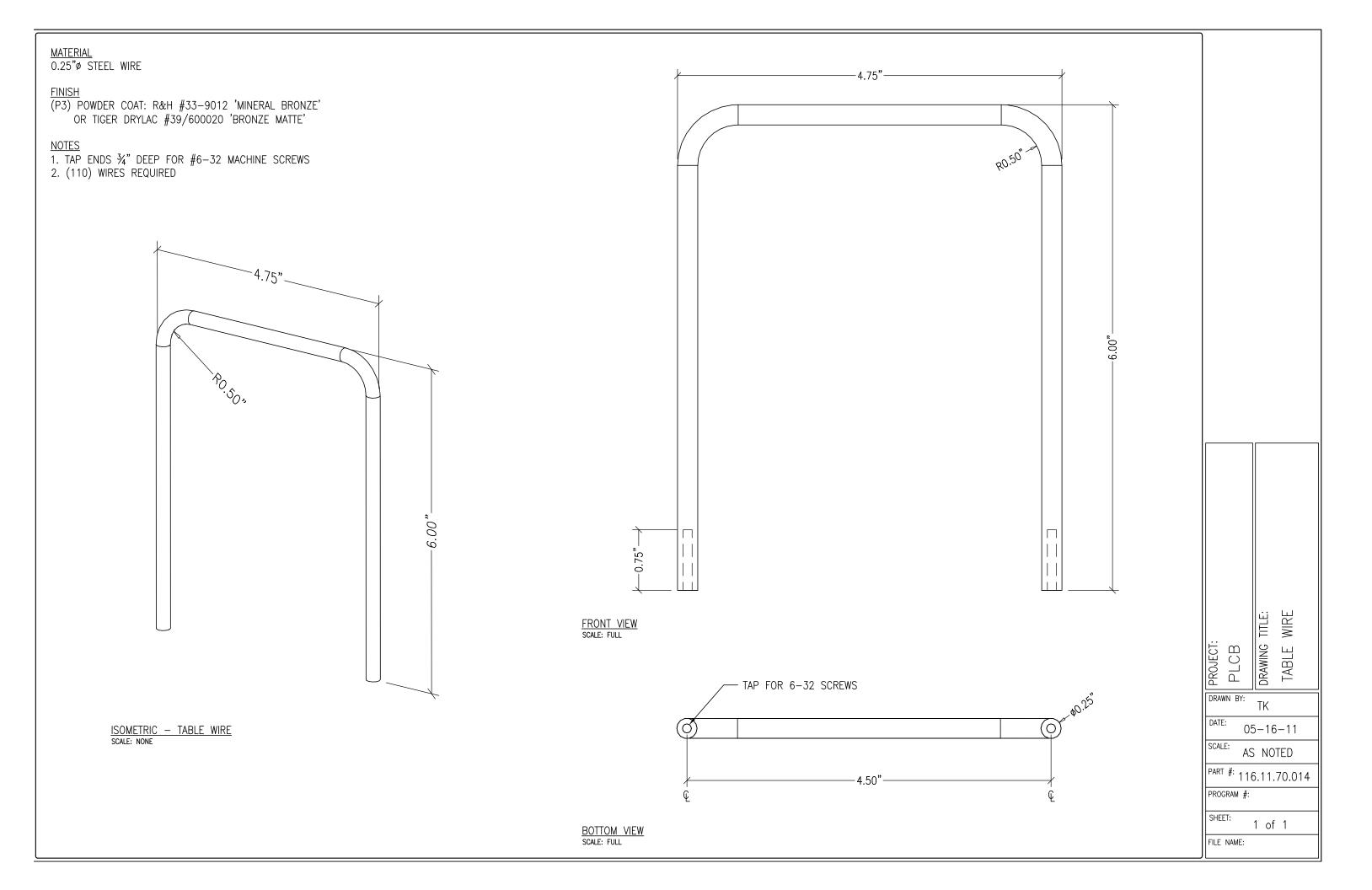


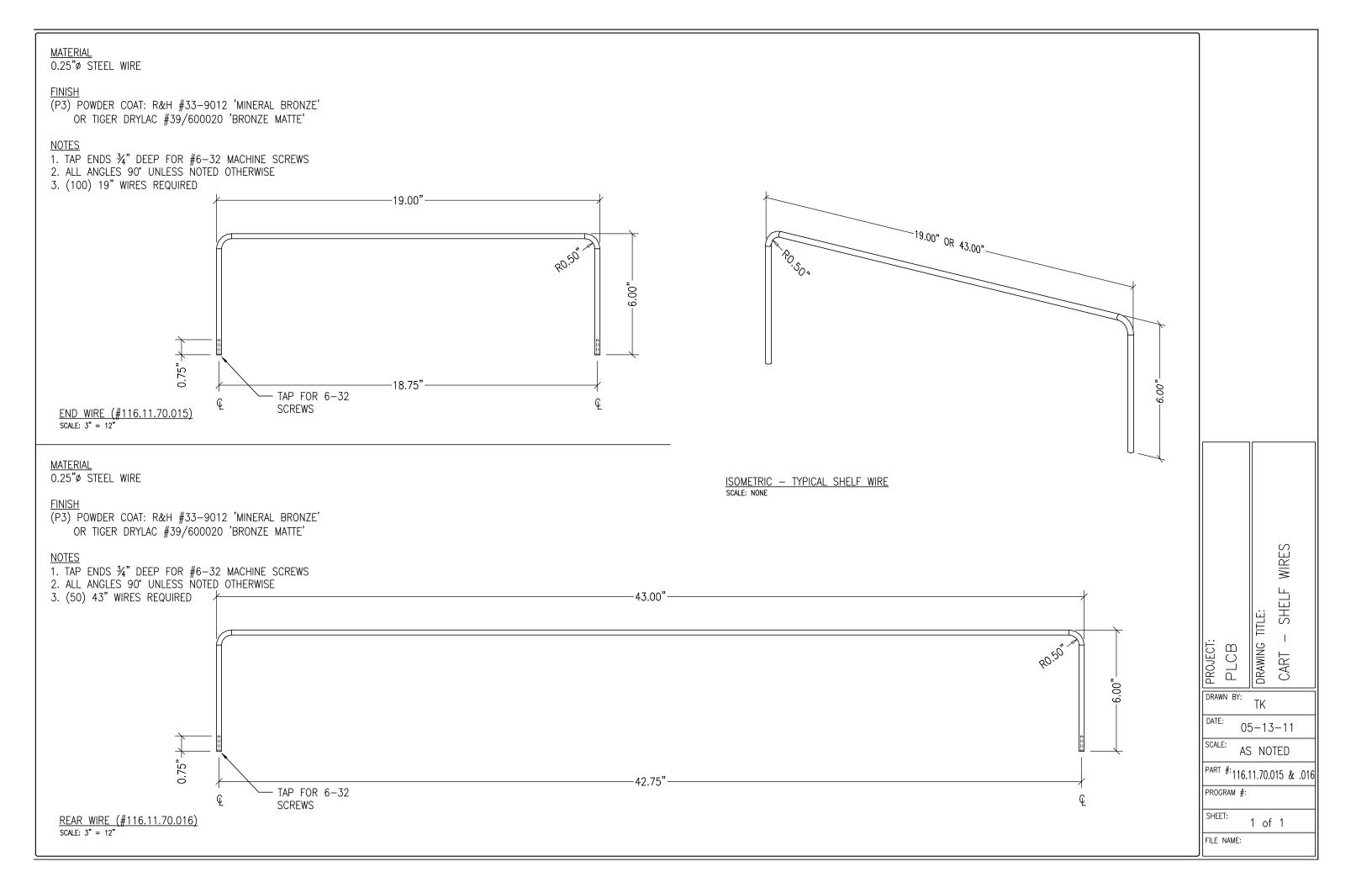












STORE NO. DESCRIPTION		<u>UNIT</u>	ESTIMATED ANNUAL QUANTITIES	UNIT PRICE	EXTENDED PRICE
LOCATION			<u>QOZUTTILES</u>		
	CENTER TABLE (INCLUDING ALL SUBSECTIONS - TABLE				
	AREA, CASH WRAP, BACK COUNTER, OFFICE SCREENS,				
116.11.A4.0	REGISTER FRAMES, ETC.)	EACH	0	33,200.20	0.00
	CENTER TABLE (INCLUDING ALL SUBSECTIONS - TABLE				
	AREA, CASH WRAP, BACK COUNTER, OFFICE SCREENS,				
116.11.A4.01	REGISTER FRAMES, ETC.) ADA Compliant	EACH	3	33,723.37	101,170.11
116.11.A6.01.R	108" LIQUOR DISPLAY TABLE	EACH	10	2,829.72	28,297.20
116.11.A6.02.R	108" WINE DISPLAY TABLE	EACH	10	2,829.72	28,297.20
116.11.A6.03.R	60" LIQUOR DISPLAY TABLE	EACH	10	2,184.73	21,847.30
116.11.A6.04.R	60" WINE DISPLAY TABLE	EACH	10	2,184.73	21,847.30
116.11.A6.05	LIQUOR DISPLAY CART	EACH	10	1,062.26	10,622.60
116.11.A6.06	WINE DISPLAY CART	EACH	10	1,062.26	10,622.60
116.11.A7.01.0	SPECIALTY LIQUOR GONDOLA SIZE A	EACH	50	1,449.94	72,497.00
116.11.A7.02.0	SPECIALTY LIQUOR GONDOLA SIZE B	EACH	50	1,733.12	86,656.00
116.11.A7.03.0	SPECIALTY LIQUOR GONDOLA SIZE C	EACH	50	2,402.83	120,141.50
116.11.A7.04.0	SPECIALTY LIQUOR GONDOLA SIZE D	EACH	50	2,572.12	128,606.00
116.11.A7.06	SPECIALTY WINE GONDOLA SIZE A		50	1,636.63	81,831.50
116.11.A7.07	.07 SPECIALTY WINE GONDOLA SIZE B		50	1,955.93	97,796.50
116.11.A7.08	SPECIALTY WINE GONDOLA SIZE C	EACH	50	2,750.67	137,533.50
116.11.A7.09	SPECIALTY WINE GONDOLA SIZE D	EACH	50	2,887.56	144,378.00
116.11.A7.13.0.100	STOCK LIQUOR GONDOLA SIZE A	EACH	50	1,688.93	84,446.50
116.11.A7.14.0.100	STOCK LIQUOR GONDOLA SIZE B	EACH	50	1,974.76	98,738.00
116.11.A7.15.0.100	STOCK LIQUOR GONDOLA SIZE C	EACH	50	2,590.22	129,511.00
116.11.A7.16.0.100	STOCK LIQUOR GONDOLA SIZE D	EACH	50	2,697.36	134,868.00
116.11.A7.17.0.100	STOCK WINE GONDOLA SIZE A	EACH	50	2,123.20	106,160.00
116.11.A7.18.0.100	STOCK WINE GONDOLA SIZE B	EACH	50	2,541.70	127,085.00
116.11.A7.19.0.100	STOCK WINE GONDOLA SIZE C	EACH	50	2,766.57	138,328.50
116.11.A7.20.0.100	STOCK WINE GONDOLA SIZE D	EACH	50	2,858.10	142,905.00
116.11.A8	WALL UNIT - STANDARD & DISPLAY	EACH	105	1,579.62	165,860.10
116.11.A8.3	WALL UNIT - 36" WITH END PANEL	EACH	15	1,432.10	21,481.50
116.11.A8.5	WALL UNIT - STOCKROOM DOORWAY	EACH	5	3,563.63	17,818.15
116.11.A8.6	WALL UNIT - PREMIUM WINE FEATURE	EACH	5	1,808.16	9,040.80
	Fixture modifications required due to the store's				
	configuration	LOT	1	0.00	0.00

TOTAL PRICE \$2,268,386.86

Please note that the drawing file labeled "PLCB Gondola Table Cart Metal" contains accessorial drawings of wire bottle stops, and other items that are part of the gondola, table, and cart fixtures listed above. These items are to be included in the construction and cost of the applicable fixtures

Department of General Services

SOURCE JUSTIFICATION FORM

Bureau of Procurement

The objective of this form is to capture all relevant documentation an Agency may have to assist the Department of General Services ("DGS"), Bureau of Procurement, in expediting the source justification review process. This form must be completed electronically, signed, and submitted with all relevant documentation to DGS. If a question is neither mandatory nor applicable, please indicate "N/A". Please use standard terminology and define acronyms.

	SECTION	A			
1. Agency Name:	Liquor Control Board				
Procurement Description: This description will appear on the eMarketplace website for public viewing	Furniture, Fixtures & Accessories for PLCB Fine Wine & Good Spirit Stores.				
Materials Description:	Furniture, Fixtures & Accessories	for PLCB Fine Wine & Good Spirit S	tores.		
Services Description:					
3. Materials Shopping Cart # or Services SPR#	N/A	Estimated Cost:	\$500,001 - \$1M		
Oct vices of IX		Initial Contract Term: Renewals:	12/01/2019 through 11/3 Four (4) - One (1) year re		
4. Supplier - Name:	T C Millwork Inc.				
Full Address:	3433 Marshall Lane				
Contact Name:	Leo Couchara				
Telephone:	215-245-4210	FAX:			
E-mail:	I.couchara@tcmillwork.com				
SRM Supplier #:	354848				
5. Delivery or service location:	Statewide				
SECTION B					
1. Sole Source: Only known source -	Not available from another sup	plier.			
2. <i>Material/Repair/Maintenance</i> : M must be provided from the manufacturer.	aterial or service MUST be com	patible with existing equipment. D	Occumentation		
☐ 3. <i>Used Equipment</i> : Value set by 2 is	☐ 3. <i>Used Equipment</i> : Value set by 2 independent 3rd party appraisals.				
4. Professional Expert: Describe in	detail in Section C.				
5. Exempt (<i>Law</i>): A federal or state statute or regulation exempts the procurement from the competitive procedure. Any applicable information precluding the procurement from competitive procedures must be attached.					
6. Feasibility: Clearly not feasible to award the contract on a competitive basis.					

Department of General Services

SOURCE JUSTIFICATION FORM

Bureau of Procurement

SECTION C

Describe the unique features of this procurement that prohibit a competitive environment. If applicable, attach a Statement of Work ("SOW").	New furniture, fixtures & accessories must match existing cabinetry in PLCB Fine Wine & Good Spirit Stores.
2. Document and attach the research that has been conducted to date to verify the supplier is the only known source.	N/A
3. Does the supplier utilize distributors, dealers, resellers, etc.? If "Yes," please identify.	No
4. Are there compatibility requirements or compliance requirements with a warranty or service agreement? If "Yes." please explain.	No
5. How has the material or service been procured in the past? Please provide previous source justifications, contracts, & PO's for this material or service.	DGS Contract 4400013989 effective 12/01/2014 through 11/30/2019.
6. If procured through the IT ITQ process, please provide original \$ amount and contract period of order. Is this the final phase of the project?	N/A
7. If this is an upgrade, addition, alteration, etc., to an earlier procurement, please describe in detail.	N/A
8. What are the consequences of not approving this procurement?	Furniture, fixtures & accessories from a different vendor would not be interchangeable with current TC Millwork cabinetry in our branded stores.
9. If timing is a factor, what is the time factor and why?	N/A
10. List any other information relevant to the acquisition of this procurement here or as an attachment.	N/A
11. For requests > \$100,000, has the supplier signed cost or pricing data certification and is the pricing breakdown attached?	No

SOURCE JUSTIFICATION FORM

Bureau of Procurement

SECTION D

IMPORTANT*: The printed names on this form shall constitute the signatures of these individuals. Agencies must insure that these individuals review the completed form and give their consent to apply their printed name on this form. No handwritten signatures shall be required in order for the form to be considered "signed" by those individuals whose names appear in the signature section of the form.

Shopping Cart Contact Person (Person whom DGS will contact regarding the Shopping Cart):					
Name:	Tammy McQuaid	P-Group:	EP8	Date:	04-03-19
Title:	Procurement Specialist II	Telephone:		Fax:	
Agency Contact	Person: Person in your age	ncy that DGS ca	an contact for additional informa	tion, etc.	
Name:	Tammy McQuaid	Title:	Procurement Specialist II	Date:	04-03-19
Telephone:		Fax:		Email:	tamcquaid@pa.gov
• •	nority (Agency Head or Depource justification and the co		and approving this request): A	Approving A	uthority connotes
Name:	Charles Mooney	Title:	Executive Director	Date:	04-03-19
Telephone:		Fax:			
Additional Appr	rovals (if required by Agen	cy):			
Name:		Title:		Date:	
Telephone:		Fax:		Email:	
Name:		Title:		Date:	
Telephone:		Fax:		Email:	
Name:		Title:		Date:	
Telephone:		Fax:		Email:	
Name:		Title:		Date:	
Telephone:		Fax:		Email:	
Name:		Title:		Date:	
Telephone:		Fax:		Email:	
Name:		Title:		Date:	
Telephone:		Fax:		Email:	



TC Millworks 3433 Marshall Lane Bensalem, PA 19020

Re: CONTRACT #4400021466

Dear SUPPLIER

Your business entity was awarded a non-bid contract by the Commonwealth. Please be advised that the Pennsylvania Election Code provides that any business entity which has been awarded a contract on a non-bid basis by the Commonwealth shall file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of each year.

Section 1641 of the Pennsylvania Election Code provides that the report shall include the following information:

[A]n itemized list of all political contributions known to the business entity by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:

- 1) Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
- 2) Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

For the purpose of this subsection, "immediate family" means a person's spouse and any unemancipated child. 25 P.S. § 3260a(a).

To obtain a copy of the reporting form (DSEB-504) please go to http://www.dgsweb.state.pa.us/comod/campaignfinance.pdf or contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120. If your business entity does not meet the thresholds for reporting of political contributions under section 1641 of the Pennsylvania Election Code, please sign and return the attached form (DSEB-504B). Please call (717) 787-5280 for questions concerning these filing requirements.

Sincerely,

LISA VEGA Commodity Specialist

cc: Division of Campaign Finance & Lobbying Disclosure Pennsylvania Department of State

COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF STATE BUREAU OF COMMISSIONS, ELECTIONS AND LEGISLATION 210 NORTH OFFICE BUILDING HARRISBURG, PENNSYLVANIA 17120-0029 TELEPHONE (717) 787-5280 FAX (717) 705-0721

BUSINESS ENTITIES NOT REQUIRED TO REPORT UNDER §1641

Any business entity which does NOT reach the thresholds for reporting political contributions under section 1641 of the Pennsylvania Election Code (copied below), please file this form with the Secretary of the Commonwealth on or before February fifteenth of every year.

This form is to be used by any corporation, company, association, partnership, sole proprietorship or other business entity, which has been awarded any non-bid contract from the Commonwealth or, any of its political subdivisions during the calendar year immediately preceding the filing date of this form.

Section 1641 of the Pennsylvania Election Code, 25 P.S. § 3260(a), provides:

A business entity shall itemize in this report all political contributions made during the preceding calendar year by:

- (1) any officer, director, associate, partner, limited partner, individual owner or members of their immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
- (2) any employee or member of his/her immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year; where the making of such contributions are actually known at the time of this report to any officer, director, associate, partner, limited partner or individual owner of the business entity.

For the purpose of this report, "immediate family" means a person's spouse and any unemancipated child.

Please sign below to verify that the named business entity, by virtue of the actual knowledge possessed by any officer, director, associate partner, limited partner or individual owner, did **NOT** reach the reporting thresholds of section 1641 of the Pennsylvania Election Code (25 P.S. § 3260(a)).

Name of Busi	ness Entity
<u> </u>	
Signature of	Person Submitting Form
Printed Name	?
Title	
 Date	
Area Code	Daytime Telephone Number

COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF STATE BUREAU OF COMMISSIONS, ELECTIONS AND LEGISLATION 210 NORTH OFFICE BUILDING HARRISBURG, PENNSYLVANIA 17120-0029 TELEPHONE (717) 787-5280 FAX (717) 705-0721

POLITICAL CONTRIBUTIONS REQUIRED TO BE REPORTED UNDER §1641

This report must be filed with the Secretary of the Commonwealth on or before February fifteenth of every year.

This form is to be used by any corporation, company, association, partnership, sole proprietorship or other business entity, which has been awarded any non-bid contract from the Commonwealth or, any of its political subdivisions during the calendar year immediately preceding the filing date of this report.

A business entity shall itemize in this report all political contributions made during the preceding calendar year by:

- (1) any officer, director, associate, partner, limited partner, individual owner or members of their immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
- (2) any employee or member of his/her immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year;

where the making of such contributions are actually known at the time of this report to any officer, director, associate, partner, limited partner or individual owner of the business entity. For the purpose of this report, "immediate family" means a person's spouse and any unemancipated child.

Attach additional 81/2" x 11" pages if more space is needed

I SWEAR (OR AFFIRM) THAT THIS REPORT, INCLUDING ATTACHMENTS, IS A FULL TRUE AND DETAILED ACCOUNT OF EACH AND ALL POLITICAL CONTRIBUTIONS KNOWN TO THE NAMED BUSINESS ENTITY BY VIRTUE OF THE ACTUAL KNOWLEDGE POSSESSED BY ANY OFFICER, DIRECTOR, ASSOCIATE PARTNER, LIMITED PARTNER OR INDIVIDUAL OWNER, IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 1641 OF THE PENNSYLVANIA ELECTION CODE (25 P.S. § 3260(a)).

SWORN TO AND SUBSCRIBED BEFORE ME TI	HIS	NAME OF BUSINESS ENTITY		
DAY OF 20		SIGNATURE OF PERSON SUBMITTING REPORT		
SIGNATURE		PRINTED NAME		
MY COMMISSION EXPIRES		TITLE		
Mo. Day Yea	-	AREA CODE DAYTIME TELEPHONE NUMBER		

NAME OF BUSINESS ENTITY _		
ADDRESS		

POLITICAL CONTRIBUTIONS REQUIRED TO BE REPORTED

Date Contributed	Name of Contributor	Title or Relationship	To Whom Contributed	Amount of Contribution

COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF GENERAL SERVICES HARRISBURG

State Treasury Comptroller Procurement

TO:	Honorable Members of the
	Board of Commissioners of
	Public Grounds and Buildings

Departm	nent of General Services is Submitting to the B roval for the following reasons:				
	Only known source – similar equipment or materials not available from another contractor.				
	State contract contractor agrees to supply (For DGS use only when establishing a State	-	a given price during the fisca	al year.	
\boxtimes	Equipment or materials must be compatible with existing equipment.				
	Immediate purchase necessary to correct situ	uation threatening life or	property loss.		
	Lease-purchase - exercise purchase option of	on lease.			
	Medical device or supply specified by physici	an.			
	Used equipment - within price set by one app	oraisal by a disinterested	l party.		
	Used equipment - within price set by two sep	arate appraisals by disir	nterested parties.		
	Confirmation purchase with prior approval of Explanation by the using agency is in the atta		Officer, Bureau of Procureme	ent.	
	Other: Refer to revised 8/89 checklist of reas	sons for sole source pur	chases in the attached file.		
REFE	ERENCE NUMBER CONTRACT #4400021466	USING AGENCY PLCB		BOARD NUMBER P19-01	
	DESCRIPTION CB Furniture, Fixtures & Accessories		CHIEF PROCUREMENT OFFICEI Janice Pistor	R, BUREAU OF PROCUREMENT	
				Respectfully submitted,	
				DEPUTY SECRETARY OF GENERAL SERVICES	
cc: Board	of Commissioners of Public Grounds and Building				
At the	, 20, meetir	ng of the Board of	Commissioners of Pub	olic Grounds and	
Вι	ildings, the Board approved the purch	ase of Reference N	Number		
	State Treasurer		Secretary to the Boar		

Date_