



FULLY EXECUTED
Contract Number: 4400021687
Original Contract Effective Date: 08/29/2019
Valid From: 01/01/2020 To: 12/31/2024

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

Purchasing Agent

Name: Huffine James
Phone: 717-346-3847
Fax: 717-346-3819

Your SAP Vendor Number with us: 314765

Supplier Name/Address:
BELFOR USA GROUP INC
608 JEFFERS CIR
EXTON PA 19341-2524 US

Please Deliver To:

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

Supplier Phone Number: 717-939-9090
Supplier Fax Number: 717-939-9097

Contract Name:
Child 2 Record & Document Recovery Serv

Payment Terms
NET 30

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

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

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Record & Document Recovery Services	0.000		0.00	1	0.00

General Requirements for all Items:

Information:

Supplier's Signature _____
Printed Name _____

Title _____
Date _____



FULLY EXECUTED
Contract Number: 4400021687
Original Contract Effective Date: 08/29/2019
Valid From: 01/01/2020 To: 12/31/2024

Supplier Name:
BELFOR USA GROUP INC

Header Text

This Contract is for Records & Document Recovery Services.

Supplier Information:

Belfor USA Group, Inc.
2780 Commerce Drive
Middletown, PA 17057

Attention Daryl Tunno
717.939.9090
daryl.tunno@us.belfor.com

Contract Administrator:

Department of General Services
Bureau of Procurement
555 Walnut Street
6th Floor Forum Place Building
Harrisburg, PA 171101-1914

Attention: James (Ben) Huffine
717.346.3847
jahuffine@pa.gov

No further information for this Contract

Information:

**RECORDS AND DOCUMENT RECOVERY SERVICES
STATEMENT OF WORK
IFB 6100048788**

- A. CONTRACT OVERVIEW:** This Contract for Records and Document Recovery Services, (identified here and in the other documents as the "Contract") will cover the requirements to provide immediate recovery and/or restoration for physical media including hardcopy records and documents, where if damaged or destroyed, would disrupt agency operations and information flow, cause considerable inconvenience and require replacement or re-creation. The services under this contract will be required to be performed during and after an emergency or any disaster, from the smallest water leak to a major catastrophe, such as a fire or flood. This contract will cover non-electronic records and documents, which are essential to the critical business functions of the Commonwealth or are considered vital records or irreplaceable historical documents.
- B. METHOD OF AWARD:** This will be a multiple award Contract. The Commonwealth will award a Contract to all responsible and responsive Bidders who meet the eligibility requirements.
- C. PRICE LIST:** Bidders must include with their bid, **on company letterhead**, their most recent and "basic" Price List for all standard Records and Document Recovery/Restoration Services that may be offered. Any additional services, which are not identified on the Price List, are required to be quoted on a case-by-case basis. Bidders must also include on the Price List **normal** and **rapid** response times (expressed in hours) after receipt of the agency's initial service request. Bidders may also note any special discounts on their price list. Prices are not a factor in receiving an award for this Contract. Pricing must, however, apply to all agencies of the Commonwealth and shall be a factor in the agency's selection of a Records and Document Recovery Supplier.

Any Contractor terms and conditions that may appear on the Contractor's price list, including but not limited to, FOB shipping point; prices subject to change without notice will not be part of this Contract and will have no force or effect on this Contract or Purchase Orders issued by Commonwealth agencies.

- D. ELIGIBILITY REQUIREMENTS:** To be eligible for this Contract, Bidders shall:
1. Provide a brief company and employee qualifications overview to include the following:
 - a) **Overview.** Length of time in business, the number and location of all facilities your company has, services provided, available training; and
 - b) **Company Qualifications.** Documentation showing expertise in providing professional recovery (i.e. packing, drying, freezing) and restoration services, advice to Commonwealth agencies impacted by an emergency or disaster, and 24-hour customer service; and
 - c) **Experience.** Proof of a minimum of five (5) years of experience in providing these types of services to Government and/or private industry customers; and,
 - d) **Employee Qualifications.** Provide a list of all Service Project Managers and Service Technicians that will be utilized to provide the necessary services. You must identify for each, their level of experience and qualifications.
 - e) **References.** Provide a legible copy of your (5) most current references verifying their experience in providing these types of services to Government and/or private industry customers.

2. Provide a toll-free customer service telephone number. This service must be available 24 hours a day, seven days a week. The Commonwealth shall be able to be in contact with a representative at any given time.
3. Have the systematic procedures and policies in place for the removal of materials from a disaster-struck Commonwealth agency to ensure that all materials have been identified, inventoried, and kept in as much order as possible, given the situation in the agency.
4. Have the capability to acquire additional freezer space for drying of large quantities of materials. This must be able to be accomplished if capacity is needed due to limitations of your available space or the amount of material to be dried. Please identify, in writing, your availability and capacity and submit this information with your bid.
5. When appropriate, have the capability and/or arrangements for cleaning the materials after they have been dried.
6. Be capable of returning the materials to the affected Commonwealth agency in order, in appropriate boxes, labeled, etc., and in as usable a form as possible, considering the degree of the disaster.

E. RESPONSE AND RECOVERY: The response and recovery phase is the period in which efforts are made to salvage and reconstruct the state agency's damaged information resources in order to restore normal operations. Most Commonwealth agencies under the Governor's jurisdiction have in place a Disaster Team. It should be known that not all agencies or potential users of this contract will have developed a Disaster Team.

F. DRYING METHODS: To ensure the usability of records recovered from a disaster area, proper care must be taken to ensure that the documents are handled and dried appropriately. Included below are examples of Commonwealth acceptable methods of drying. If the bidder provides other methods of drying please identify them in your bid submittal.

- | | |
|-------------------------|------------------------|
| • Air Drying | • Vacuum Freeze Drying |
| • Freeze Drying | • Dehumidification |
| • Vacuum Thermal Drying | |

G. SALVAGING WET MATERIALS: When deciding how to dry wet materials, the type of media is critical in determining the proper salvage methods. Listed below are typical types of Commonwealth media found within state agencies.

- | | |
|--|---|
| • Paper (manuscripts, single sheets) | • Photographic Materials |
| • Coated Papers | • Motion Pictures |
| • Maps, Plans and Oversize Manuscripts | • Magnetic media such as tapes (audio, video, computer) and disks |
| • Microforms | |

H. REQUIRED SERVICES: Time is critical in a disaster. The faster the Contractor can respond and perform an initial inspection, the more likely that the facility can be stabilized, and the disaster recovery of records and documents started. The Contractor must be able to:

1. Respond to a disaster scene within a maximum of 24 hours of being called by a Commonwealth agency or designated preservation site.
 2. Perform an initial assessment of the damage at no cost.
 3. Provide the most efficient options for the salvage, recovery and rehabilitation of records and documents, whether this means packing, freezing and vacuum-freeze drying; packing, freezing and drying at another facility; drying the materials on-site; or other options.
 4. Provide freezer and/or drying trucks, packing supplies and personnel to assist Commonwealth agencies that have been affected by a disaster that is beyond their capability of handling.
 5. Freeze and completely dry records and documents affected by a disaster and return those items to the agency in usable form when completed.
 6. During the drying process, constantly monitor and manipulate the documents to ensure that they are completely dried and not stuck together.
 7. Under the direction of the Commonwealth agency staff or designated preservation professional, provide advice to affected agencies on their damaged documents.
- I. **GEOGRAPHIC COVERAGE:** Bidders must complete **Exhibit A, Geographic Coverage Spreadsheet** identifying which county(ies) your company can provide services and submit this with your bid. Bidders shall either mark X for statewide coverage, meaning you can service all 62 PA Counties, or mark an X next to the individual county(ies) in which you can provide service.
- J. **ORDERING PROCEDURES:** Commonwealth agencies will contact a Contractor from the list of qualified suppliers to request service(s). This initial contact will serve as "Notice to Proceed". All known information of the situation will be provided to the Contractor. Contractor will begin service to the affected agency within 12 hours or less after the initial visit to the affected site. Contractor shall submit a quote within 2 days after the Contractor has responded to the scene and performed the initial assessment/project start-up. Upon the agency's receipt of a quote from the Contractor, a purchase order will follow within 10 business days.
- K. **BILLING REQUIREMENTS:** It is anticipated that some disasters may take several months to recover and restore documents, etc. As services under the scope of this Contract are rendered, the Contractor may submit invoices to the Comptroller, as well as a **Confirmation of Services Form (Exhibit B)** to the affected agency. Contractors are also permitted to bill on a monthly basis and may start to submit the Invoice and Confirmation of Services Form after the first 30 days of the project. Contractors may not publish any alternate pricing or additional terms and conditions on their Invoice or Confirmation of Services.
- L. **TRAVEL, LODGING AND SUBSISTENCE:** The Contractor shall be compensated for travel, lodging and subsistence expenses for the Contractor's employees assigned to the project in accordance with the [Commonwealth Management Directive 230.10](#). Such compensation will only pertain to restoration services performed "on-site" at the using agency site
- M. **DOMESTIC WORKFORCE UTILIZATION CERTIFICATION:** To the extent that any services could be performed outside of the geographical boundaries of the United States, the Supplier will be required to certify that those services will be performed exclusively

within the geographical boundaries of the United States or specify the percentage of the direct labor that will be performed outside of the United States. Suppliers must complete and return the Domestic Workforce Utilization Certification Form, which is attached to and made part of this IFB. The completed and signed **Exhibit C, Domestic Workforce Utilization Certification Form** should be submitted with the bid response.

- N. POST AWARD ADMINISTRATION:** The Contractors' performance shall be monitored and evaluated in accordance with the requirements outlined in the contract and the agencies' requests for quotes. At a minimum, the Contractors' performance shall be evaluated on an annual basis. Contractors may be required to attend contract performance review meetings. These meetings will be for the purpose of providing Contractor performance reviews, discussion of issues either party may have concerning the contract or to evaluate the overall progress of the contract. The meetings will be held quarterly, semi-annually or annually at the discretion of the Department of General Services, or upon special request of the using agency.
- O. IRAN FREE PROCUREMENT CERTIFICATION & DISCLOSURE:** Prior to entering a contract worth at least \$1,000,000 or more with a Commonwealth entity, a bidder must: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services ("DGS") pursuant to Section 3503 of the Procurement Code and is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e). All bidders must complete and return the **Exhibit D, Iran Free Procurement Certification Form**, which is attached hereto and made part of this IFB. The completed and signed Iran Free Procurement Certification form must be submitted with the Bid Response.
- P. ADDITION OF NEW CONTRACTORS:** New Contractors may be added at the discretion of the Department of General Services (DGS).
- Q. DOCUMENT(S) TO BE RETURNED:** The documentation identified below shall be submitted with your bid. Bids submitted without the required documentation may result in rejection of the bid.
1. Price List on company letterhead
 2. Eligibility Documentation, as identified in Section D of this statement of work.
 - a) Company overview
 - b) Company qualifications
 - c) Experience
 - d) Employee qualifications
 - e) References
 3. **Exhibit A** - Geographic Coverage
 4. **Exhibit B** – Sample Confirmation of Services Form (COSF)
 5. **Exhibit C** - Domestic Workforce Utilization Form
 6. **Exhibit D** - Iran Free Procurement Certification & Disclosure
 7. **OPTIONAL: Exhibit E** – COSTARS Program Election to Participate **(This is Optional if bidder chooses to participate)**

R. INQUIRIES: Direct all questions concerning this bid and any subsequent awarded Contract(s) to the Contracting Officer identified below.

James (Ben) Huffine, Contracting Officer
Department of General Services
Bureau of Procurement
555 Walnut Street, 6th Floor
Harrisburg, PA 17101
Ph. 717-346-3847
Email. jahuffine@pa.gov

IFB 6100048788

**EXHIBIT A - GEOGRAPHIC COVERAGE
RECORD & DOCUMENT RECOVERY SERVICES**

This form shall be completed and submitted with your bid, failure to do so may result in rejection of bid.

Supplier Name: BELFOR USA Group, Inc.	Contact Person: Daryl Tunno
Supplier Number: 314765	Email Address: darryl.tunno@us.belfor.com

A. GEOGRAPHIC COVERAGE

1. Does your company provide service coverage STATEWIDE? Place an X next to the correct answer. If you answered "YES", it is guaranteed coverage for all PA counties.

YES	X	NO
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2. If you answered "NO" for Question 1, place an X in the box next to each COUNTY in which your company provides service. You must be able to provide service for the entire county.

County Name	County Code	X	County Name	County Code	X	County Name	County Code	X
Adams	1		Elk	24		Montgomery	46	
Allegheny	2		Erie	25		Montour	47	
Armstrong	3		Fayette	26		Northampton	48	
Beaver	4		Forest	27		Northumberland	49	
Bedford	5		Franklin	28		Perry	50	
Berks	6		Fulton	29		Philadelphia	51	
Blair	7		Greene	30		Pike	52	
Bradford	8		Huntingdon	31		Potter	53	
Bucks	9		Indiana	32		Schuylkill	54	
Butler	10		Jefferson	33		Snyder	55	
Cambria	11		Juniata	34		Somerset	56	
Cameron	12		Lackawanna	35		Sullivan	57	
Carbon	13		Lancaster	36		Susquehanna	58	
Centre	14		Lawrence	37		Toga	59	
Chester	15		Lebanon	38		Union	60	
Clarion	16		Lehigh	39		Venango	61	
Clearfield	17		Luzerne	40		Warren	62	
Clinton	18		Lycoming	41		Washington	63	
Columbia	19		McKean	42		Wayne	64	
Crawford	20		Mercer	43		Westmoreland	65	
Cumberland	21		Mifflin	44		Wyoming	66	
Dauphin	22		Monroe	45		York	67	
Delaware	23							

EXHIBIT B - CONFIRMATION OF SERVICE FORM

Corresponding to Invoice # _____ for this project

Contractor Name: _____
 Vendor#: _____
 Address: _____
 Phone: _____

Agency Contact: _____
 Contract #: _____
 Purchase Order #: _____
 Dates Services Rendered: _____

(Reference line items on Purchase Order that match services performed. Add more rows as necessary.)

P.O. ITEM #	LINE ITEM DESCRIPTION	QUANTITY	UNIT OF MEASURE	NET PRICE	ITEM TOTAL
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
TOTAL:					\$ -

Contractor Signature: _____

Date: _____

AGENCY USE ONLY	
I certify the services represented by the Confirmation of Service Form were received satisfactorily. Therefore, I approve payment be made.	
_____ Project Manager/Purchaser	Date: _____
_____ Receiver Signature	Date: _____

DOMESTIC WORKFORCE UTILIZATION CERTIFICATION
FOR MULTIPLE AWARD CONTRACTS

To the extent permitted by the laws and treaties of the United States, this certification will be used by the Agency in making a best value selection for each particular assignment. Each quote will be evaluated for its commitment to use the domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those suppliers who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. In order to be eligible for any consideration for this criterion, suppliers must complete and sign the following certification. This certification will be included as a contractual obligation when the contract is executed. Failure to complete and sign this certification will result in no consideration being given to the supplier for this criterion.

I, Controller **title**] of BELFOR USA Group, INC. **[name of Contractor]** a Colorado **[place of incorporation]** corporation or other legal entity, ("Contractor") located at 185 Oakland Ave, Birmingham, MI 48009 **[address]**, do hereby certify and represent to the Commonwealth of Pennsylvania ("Commonwealth") (Check **one** of the boxes below):

All of the direct labor performed within the scope of services under the contract will be performed exclusively within the geographical boundaries of the United States or one of the following countries that is a party to the World Trade Organization Government Procurement Agreement: Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Chinese Taipei, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxemburg, Malta, Moldova, Montenegro, New Zealand, the Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Ukraine and the United Kingdom.

OR

_____ **percent** (____%) **[Contractor must specify the percentage]** of the direct labor performed within the scope of services under the contract will be performed within the geographical boundaries of the United States or within the geographical boundaries of one of the countries listed above that is a party to the World Trade Organization Government Procurement Agreement. Please identify the direct labor performed under the contract that will be performed outside the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement and identify the country where the direct labor will be performed:

[Use additional sheets if necessary]

The Department of General Services **[or other purchasing agency]** shall treat any misstatement as fraudulent concealment of the true facts punishable under Section 4904 of the *Pennsylvania Crimes Code*, Title 18, of Pa. Consolidated Statutes.

Attest or Witness:

M. Gregorica
Signature/Date

Micahelle Gregorica
Printed Name/Title Business Analyst

BELFOR USA Group, Inc.
Corporate or Legal Entity's Name

Paul Suchowski 8-20-19
Signature/Date

Paul Suchowski / Controller
Printed Name/Title

IRAN FREE PROCUREMENT CERTIFICATION FORM


(Pennsylvania's Procurement Code Sections 3501-3506, 62 Pa.C.S. §§ 3501-3506)

To be eligible for an award of a contract with a Commonwealth entity for goods or services worth at least \$1,000,000 or more, a vendor must either: 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).

To comply with this requirement, please insert your vendor or financial institution name and complete **one** of the options below. Please note: Pennsylvania law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Section 3503 of the Procurement Code.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS **and** is eligible to contract with the Commonwealth of Pennsylvania Sections 3501-3506 of the Procurement Code.

<i>Vendor Name/Financial Institution (Printed)</i> BELFOR USA Group, Inc.	
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Paul Suchowski / Controller	<i>Date Executed</i> 8/20/2019

OPTION #2 – EXEMPTION

Pursuant to Procurement Code Section 3503(e), DGS may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to enter into a contract for goods and services.

If you have obtained a written exemption from the certification requirement, please fill out the information below, and attach the written documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

BELFOR COMPANY SUMMARY

BELFOR is the world-leading fire and water damage restoration company and employs 6,000 people in 240 locations worldwide. One call to **800-856-3333**, 24 hours a day, 7 days a week, connects you to the highest quality and most comprehensive restoration services available in North America. In fact, through our unique, coordinated process, we provide customers every single service needed to help return to normal operations. You can count on BELFOR for a rapid and proven response, and workable solutions to any situation, no matter how difficult.

Over one hundred full-service BELFOR offices across the country are available at all times to support your needs whether you need a force of three or 3,000. In Pennsylvania,

Eastern, Philadelphia

Central, Harrisburg

Western, Pittsburgh

Our technicians successfully restore a wide range of materials – from single documents to entire libraries and water damaged collections. We have developed an effective process of sterilizing paper materials through the controlled application of gamma radiation or electron beam radiation. BELFOR’s continuing research and development, coupled with proprietary processes and equipment, mean new opportunities to reclaim damaged paper, film media and electronic data. Early assessment and appropriate reclamation protocols are our trademarks. With more types of document drying and recovery services available than any other contractor, BELFOR utilizes the most technologically advanced processes and equipment to recover and restore any type of document, such as:

Low Humidity Drying

Temperature Flux Drying

Vacuum Drying

Vacuum Freeze Drying

Thermal Vacuum Freeze Drying

Molecular Sieve Drying

Gamma Radiation

Electron Beam Radiation

Anti-microbial Injection/Remediation

Paper Clean, Realign, Reprocess

WATER: Our new generation of vacuum-freeze dryers, thermal-vacuum-freeze dryers, and molecular sieves are specifically designed for books, documents and paper materials.

SMOKE OR FIRE: Our state-of-the-art cleaning processes include ionized air washing and deodorization. De-acidification restores chemical balance. Trimming or reprocessing may be required if permanent damage has occurred. When water is used to extinguish the fire, bacteria and mold may grow and antimicrobial treatments may be necessary. Adhered particulate (soot) must be removed to prevent the spread of contaminants and to eliminate the odor. BELFOR Technicians preserve many kinds of irreplaceable documents and files in our laboratories and in our mobile laboratories every year.

MOLD/MILDEW/BACTERIA REMEDIATION: We have developed an effective process of sterilizing paper materials through the controlled application of gamma radiation or electron beam radiation as well as other industry accepted methods of remediation. These processes are valuable technological tools and may be applicable on specific restoration projects.

CONSULTING/EDUCATION

With all these technologies available, it is imperative to choose the best method based on the individual circumstances. To offer any one method based solely on the availability of equipment of facilities has the potential to limit the success of the project or increase the cost. In our document laboratories we restore:

Blueprints	Magazines	Photographs
Books	Manuscripts	Plans
Data Files	Maps	Slides
Documents	Microfiche	Transparencies
Drawings	Microfilm	Vellum
Files	Negatives	Video Tapes
Film	Paintings	Vital Records
Library Materials	Parchment	Whiteprints

Twenty Years ago books and papers damaged fire, flood or bacteria were either discarded or they were returned to use in a damaged condition where they continued to deteriorate and to contaminate the workplace. Today BELFOR has developed the technology to restore the appearance, and extend the life of your vital records. We have maintained our position at the forefront of vital document recovery through consistent research and development, coupled with proprietary processes and equipment. In addition, our computerized inventory management system gives you rapid access to your property currently undergoing restoration at every stage. Our team is specially trained in the handling, packing and recording of valuable documents such as stocks, medical or personnel records, and library materials to ensure they are returned in the same order as when they were received.

With BELFOR you have access to resources worldwide. We employ some of the world's leading experts from host of disciplines that relate to the areas of restorative treatments and applications.

Document Technicians

Mold Experts

Chemical Scientists, Environmental Scientists, Physicists and Engineers

Accredited technicians of drying technology & measurement

Accredited Contingency planners

Experienced restoration practitioners for consultation, seminars and training

HISTORY: The Company now known as BELFOR USA Group, Inc. entered the U.S. market in 1999 under the corporate flag of Germany's Franz Haniel & Cie GmbH who was already a world-leading disaster recovery and restoration company. By the acquisition of a leading European competitor (Relectronic-Remech), they gained technical expertise, focused the core of the business to restoration and became the market leader. During that time, Inrecon, a rival recovery specialist had been rapidly growing in the U.S. with the goal of complete coverage. In 2001, BELFOR acquired Inrecon & located headquarters in Birmingham, MI. In 2006, The Haniel Group sold BELFOR to the newly established BELFOR Holdings Inc., which is headed by the current top management of the BELFOR Group. This means American owned and operated. This also means the present managing directors of the holding company, the managing directors of the European and, in particular, of the North American country operations as well as other top managers are the shareholders of BELFOR.

More information can be obtained at www.belforusa.com.

NAME	POSITION	TOTAL YEARS	Water		Fire/Smoke		Contents		OSHA
		EXPERIENCE	Damage		Restoration		(documents)		Training
LIVELY, KIRK	DIR. TECHNICAL SVCS	20	C	Y	C	Y	C	Y	C
HELMS, RACHELLE	NAT'L PROJECT MANAGER	15	C	Y		Y		Y	C
TUNNO, DARYL	REGIONAL MANAGER	25	C	Y	C	Y	C	Y	C
CINCIRIPINI, DAVE	GENERAL MANAGER	30	C	Y	C	Y	C	Y	C
ALLISON, GLENN	CONTENT PROJECT MANAGER	5	C	Y	C	Y	C	Y	C
MUMMERT, DAVE	PROJECT MANAGER	10	C	Y	C	Y		Y	C
SHUMAN, DONALD	PROJECT MANAGER	15	C	Y	C	Y	C	Y	C
DIFILIPPIS, VICTOR	PROJECT MANAGER	13		Y		Y		Y	C
BUTARRO, GUY	PROJECT MANAGER	13		Y		Y		Y	
SMITHSON, LEE	PROJECT MANAGER	9		Y		Y			C
STOUT, JOHN	PROJECT MANAGER	13		Y		Y		Y	C
NICHOLLS, LONNIE	PROJECT MANAGER	20		Y		Y		Y	C
JOSEPH, RICK	PROJECT MANAGER	15	C	Y	C	Y	C	Y	C
HESS, NORMAN	RESTORATION SUPERVISOR	23	C	Y	C	Y	C	Y	C
SENENIG, PATRICK	RESTORATION SUPERVISOR	22	C	Y	C	Y	C	Y	C
MARTIN, TED	PROJECT SUPERVISOR	30							C
SIMPSON, DEBRA	RESTORATION SUPERVISOR	25		Y		Y		Y	C
HAMBORSKY, CHUCK	RESTORATION SUPERVISOR	5	C	Y	C	Y	C	Y	C
STARKWEATHER, JEANNETTE	RESTORATION TECHNICIAN	20		Y		Y		Y	C
LEAIDICKER, MATTHEW	RESTORATION TECHNICIAN	5	C	Y		Y		Y	C
GERVIN, MICHAEL	RESTORATION TECHNICIAN	7	C	Y		Y		Y	C
RANCK, LISA	CONTENT SPECIALIST	2							C
SEITER, EMMA	CONTENT SPECIALIST	13		Y		Y		Y	C
SINSON, ALYSON	CONTENT SPECIALIST	10		Y		Y		Y	C
SWEIGART, BETHANN	CONTENT SPECIALIST	1.5							C
GEORGE, JEFF	RESTORATION LABOR	1							
MANN, NICOLE	CONTENT LABOR	1							
WHERLEY, KIMBERLY	RESTORATION TECHNICIAN	2					C		C
HALL, DON	RESTORATION TECHNICIAN	16	C	Y	C	Y	C	Y	C
WADE, CHRISTOPHER	RESTORATION TECHNICIAN	1	C						
HAMBORSKY, CHRIS	RESTORATION TECHNICIAN	3	C						
SPEHAR, STEPHEN	RESTORATION TECHNICIAN	5	C	Y	C	Y		Y	C
STEPP, CHARLIE	PROJECT MANAGER	30		Y		Y		Y	C

"C" Indicates formal training / certification

"Y" Indications 4+ years experience in that field

RATE AND MATERIALS SCHEDULE FOR INVOICING (Exhibit B)

Effective Date: **March 2019**



§ I.

RATES AND INVOICE CONDITIONS

ITEMIZED SCHEDULED LABOR CLASSIFICATIONS

CODE		REGULAR RATE / HR
PROJECT MANAGEMENT:^{1,3}		
APM	Assistant Project Manager	\$ 73.00
PM	Project Manager	\$ 108.00
PE	Project Estimator	\$ 117.00
SPM	Senior Project Manager	\$ 133.00
PC	Project Coordinator	\$ 162.00
GENERAL CLASSIFICATIONS:^{1,2,3}		
GL	General Labor	\$ 36.00
AA	Administrative Assistant	\$ 40.00
LF	Labor Foreman	\$ 41.00
MS	Mobilization Support	\$ 44.00
TD	Truck Driver	\$ 52.00
DMT	Demolition Technician	\$ 52.00
RCO	Resource Coordinator (Supply Technician)	\$ 54.00
PA	Project Auditor (Documentation Clerk)	\$ 59.00
EO	Equipment Operator	\$ 62.00
HSO	Health & Safety Officer	\$ 92.00
RESTORATION SERVICES (General):^{1,2,3}		
RT	Restoration Technician	\$ 54.00
RS	Restoration Supervisor	\$ 59.00
DT	Dehumidification Technician	\$ 70.00
MT	Mold Technician (Remediation Technician or Supervisor)	\$ 70.00
RECONSTRUCTION SERVICES:^{1,2,3}		
PT	Painter	\$ 67.00
DP	Drywall Installer/Finisher	\$ 73.00
CR	Carpenter (Framer/Finish)	\$ 78.00
TF	Trade Foreman (Commercial Supervision)	\$ 81.00
TECHNICAL SERVICES:^{1,2,3} (Dehumidification, Documents/Media, Electronics, HVAC, Machinery, Mold)		
TN	Technician	\$ 75.00
TS	Technical Specialist	\$ 83.00
TL	Team Leader	\$ 95.00
TMR	Technician, Machinery Rebuild	\$ 102.00
SEMICONDUCTOR SERVICES:^{1,2,3}		
DTA	Decon Technician Assistant	\$ 70.00
DC	Decon Technician	\$ 83.00
DTL	Decon Team Leader	\$ 95.00
DE	Decon Engineer	\$ 164.50
ENVIRONMENTAL SERVICES:^{1,2,3}		
HT	Hazmat/Asbestos Technician	\$ 70.00
HLT	Hazmat/Asbestos Lead Technician	\$ 78.00
HEO	Hazmat/Asbestos Equipment Operator	\$ 83.00
HS	Hazmat/Asbestos Supervisor	\$ 91.00
HPM	Hazmat/Asbestos Project Manager	\$ 108.00
CONSULTING SERVICES:		
CVP	President & Vice President	\$ 225.00
CSC	Senior Consultant	\$ 185.00
CCE	Consultant / Consulting Estimator	\$ 145.00
CWP	Clerk of the Works-Production Person	\$ 100.00
CAD	Administrative	\$ 55.00
COC	Outside Consultants	Actual Billing + 10%
CLG	Deposition, Legal Work, & Court Testimony	\$ 300.00
CFE	Appraisal & Umpire fees	\$ 300.00

¹ In New York City, Cape Cod, Martha's Vineyard, Nantucket, AK, HI, Latin America, and the Caribbean, a multiplier of 1.35 will be applied to the regular hourly rate. Note: The NYC rate applies to a seventy five mile radius from the borough of Manhattan and all of Long Island.

² In the states of CA and WA a multiplier of 1.25 will be applied to the regular hourly rate.

³ Work performed in the Washington D.C. Metropolitan area is entitled to an additional 5% markup that will be applied to the total of all scheduled labor, scheduled equipment, scheduled consumables and 5% will be added to the markup for all vendors, unscheduled equipment, unscheduled material invoices.

§ I.II

LABOR CALCULATION POLICY

The guidelines for labor invoicing are as follows: The first eight hours worked on any scheduled shift Monday through Friday will be charged at the regular hourly rate. Any hours worked in excess of eight hours on any scheduled shift Monday through Friday will be charged at 1.5 times the regular hourly rate. All hours worked on Saturday and Sunday will be at 1.5 times the regular hourly rate. All hours worked on Holidays (see §I.III Item 4 for recognized holidays) will be charged at 2 times the regular hourly rate. OT applies to all labor classifications regardless if salary or hourly.

After Hours Emergency Services: In the event that BELFOR personnel are required for emergency services after normal BELFOR business hours (Weekdays 5:00 p.m.-7:00 a.m.), 1.5 times the regular hourly rate will be charged.

§ I. RATES AND INVOICE CONDITIONS

§ I.III. LABOR CONSIDERATIONS

- 1). Work performed under a particular contract that is subject to Federal and State wage and hour laws, prevailing wages, and/or collective bargaining agreements may require negotiated changes to the above stated rates. If necessary, adjustments will be made to the hourly rates and other labor provisions.
- 2). When circumstances beyond our control require BELFOR personnel to stand-by at the job site, a minimum stand-by charge of 6 hours at the regular hourly rate (no overtime) will be charged.
- 3). National holidays recognized by BELFOR for rate (not payroll) purposes are New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.
- 4). The hourly Scheduled Labor rates will be charged portal to portal for all BELFOR personnel, labor subcontractors, and subcontractors fulfilling any Labor Classifications.
- 5). If a meeting is requested by the client that involves travel BELFOR will bill for travel expenses at documented cost plus 15%.

§ I.IV. CONSULTING EXPENSES

- 1). Reproduction of actual drawings at actual cost
 - 2). Automobile mileage at IRS approved rate, tolls at cost with receipts over \$25.00
 - 3). Overnight mail is priced at \$14.70/small package, \$29.40/large package
 - 4). Photographs at \$1.00 per picture for standard size
 - 5). Color copying at \$1.00 per page or actual cost if Kinko's or other service
 - 6). Airfare, hotels, rental car rates and other travel expenses are billed at cost + 15%
 - 7). Daily per diem rate at \$55.00 a day/based on (8) hour day
- Note:** *Fees for deposition and trial appearances are for a minimum eight-hour day @ \$300/hr for all consultants

§ II. SCHEDULED EQUIPMENT CHARGES (see § II.I Itemized Scheduled Equipment)

- 1). The Daily Rental Rate is charged for each calendar day equipment is utilized on a project, whether a partial day or complete day.
- 2). Small Tools Charge: Items such as shovels, ladders, demolition carts, extension cords, small hand tools, etc..., which are provided by BELFOR but are not included in the Scheduled Equipment list will be charged at 3% of total labor charges for all hands-on personnel (EO, GL, LF, RT, RS, DTA, DC, DTL, DMT, DT, MT, PT, DP, CR, TN, TS, HT, HLT, HEO). Any specialty items purchased for a project may be charged as per Section IV.
- 3). The Safety Equipment Packages (Personal Protection Equipment - PPE, Personal Fall Protection - PFP, and Personal Respiratory Protection - PRP) are inclusive of the reusable components of each package as well as any training, medical, or certification expenses related to their use. They do not include the disposable items within the Scheduled Consumables list.
- 4). During the course of performance of the work BELFOR may add additional equipment to the schedule.

§ III. SCHEDULED CONSUMABLES (see § III.I Itemized Scheduled Consumables)

- 1). Any scheduled consumables purchased locally where the unit price exceeds 80% of the rate, the item will be invoiced at documented cost plus Contractor's 10% Overhead / 10% Profit (21%).
- 2). During the course of performance of the work BELFOR may add additional consumables to the Rate Schedule.
- 3). BELFOR reserves the right to change the unit rate of scheduled consumables affected by market conditions.
- 4). Scheduled consumables are charged on a "per unit" basis whether consumed by the unit or not.

§ IV. VENDORS, UNSCHEDULED MATERIALS & UNSCHEDULED EQUIPMENT

- 1). Contractor's 10% overhead plus 10% profit (21%) will be added to the total of all documented costs for Unscheduled Materials, Unscheduled Equipment, and Subcontractors / Vendors (including DUCTZ HVAC and BELFOR Environmental Services) who are not fulfilling a scheduled Labor Classification.

§ V. REIMBURSABLES

- 1). Contractor's 15% mark-up will be added to the total of all reimbursables.
- 2). Standard per diem rates are \$55 per person per day (2019 GSA base rate). The 1.35 multiplier will be applied for NYC, Cape Cod, Martha's Vineyard, Nantucket, AK, HI, Latin America, and the Caribbean (\$74.25). The 1.25 multiplier will be applied for CA and WA (\$68.75). Per Diem will be charged for all traveling personnel in **§ I. Itemized Scheduled Labor Classification**. BELFOR charges this daily rate whether the per diem is paid directly to the person, is charged to BELFOR as a separate charge, or is included with other compensation considerations. For multiple jobs on a single day, per diem will be prorated accordingly.
- 3). Per Diem reimbursement is subject to certain limitations regarding deductibility governed by the Internal Revenue Service, Code of 1986, Section 274(n)(1). Please consult your tax advisor on the appropriate treatment of these costs on your project as it is our policy that any deductibility limitation for income tax purposes is the responsibility of the customer.
- 4). BELFOR shall be reimbursed for travel expenses (airfare, lodging, rental cars, per diem) for personnel at documented costs plus markup (see item 5).
- 5). Lodging will be charged in accordance with the published GSA lodging allowance in effect at the time of the stay (<https://www.gsa.gov/travel/plan-book/per-diem-rates/>) plus applicable fees and taxes. As is the case with the Federal Travel Regulations, actual expense reimbursement is allowed when the lodging allowance is insufficient to meet the necessary expenses.
- 6). An optional methodology for lodging charges is to apply a lodging allowance as follows: Lodging may be charged at the average nightly rate of up to three hotels that house project personnel (BELFOR and/or subcontractors). The full average nightly rate will be charged for single occupancy and 50% of the average nightly rate per person will be charged for double occupancy.

§ VI. DOCUMENT DRYING AND RECOVERY SERVICES

Freeze drying charges will range from \$45 to \$85 per cubic foot based on the volume of documents to be dried, the type of document (bound or loose paper), and the moisture saturation.

The above rates represent the charges for freeze drying only. Labor, equipment, materials and other document treatments performed will be billed in accordance with the rates herein and any project specific quotations.

Other recovery service charges will be determined per job, based on the following relevant factors:

* Nature of Damage * Degree of soot/char * Intended Use of Document * Moisture Saturation * Mold Contamination * Odor

Because the type and level of contamination may vary so greatly and thus affect the resultant recovery protocol required, these additional services will be quoted after examining a sample of the affected documents.

§ VII. CAT CONSIDERATIONS (Based on Property Claim Services assigning a CAT Serial Number)

- 1). A 6% fee will be added to the total of each invoice. This fee will cover all of the indirect charges that must be allocated to each job in the CAT. Examples of these charges would be CAT management, CAT office, admin support, warehousing, etc...

§ VIII. BILLING AND PAYMENT

- 1). Invoices generated in accordance with the BELFOR Rate and Materials Schedule will be submitted periodically for work that has been performed. As such, all invoices are due and payable upon receipt and will be considered late 30 days after receipt of the invoice. If there are any disputed charges on any invoice these should be clearly identified in writing within 30 days and an additional 30 days will be allowed to resolve disputed charges. Interest charges will begin to accrue after 30 days for undisputed charges and after 60 days for the disputed charges at the rate of: 1) 1% per month or 2) as specified in the terms and conditions of the applicable contract.

The rates contained in this exhibit are exclusive of federal, state and local sales or use taxes and the costs associated with any applicable federal, state or local approvals, consents, permits, licenses and orders incident to performance of the work.

ITEMIZED SCHEDULED EQUIPMENT³

EQUIPMENT DESCRIPTION	UNIT	RATE
AIR MOVERS/COMPRESSORS/ACCESSORIES		
Air compressor, gas/electric	Ea / Day	\$ 41.00
Air compressor, tow behind	Ea / Day	\$ 130.00
Air movers/carpet blowers	Ea / Day	\$ 33.00
Octidry Bag or Direct it In (attachment)	Ea / Day	\$ 33.00
Injectidry Unit	Ea / Day	\$ 144.00
Manometer	Ea / Day	\$ 91.00
BLAST/POWER WASH UNITS		
Blasting Unit, Agri/Soda	Ea / Day	\$ 713.00
Dry Ice Blaster w/Accessories	Ea / Day	\$ 1,071.00
Soda Blaster	Ea / Day	\$ 1,063.00
Washer, High Pressure (cold)	Ea / Day	\$ 110.00
Washer, High Pressure (hot)	Ea / Day	\$ 137.00
CLEANING/VACUUMS/EXTRACTION		
Buffer, Floor	Ea / Day	\$ 41.00
Carpet Cleaning Machine	Ea / Day	\$ 83.00
Dry Cleaning Unit (portable)	Ea / Day	\$ 157.00
Extraction Unit (portable)	Ea / Day	\$ 171.00
Extraction Unit (Truck or Trailer mount)	Ea / Day	\$ 618.00
Floor cleaning system (walk behind)	Ea / Day	\$ 261.00
HEPA Filtration Unit / Air Scrubber	Ea / Day	\$ 156.00
Ion Air Cleaning System	Ea / Day	\$ 52.00
Steam Cleaner (Trailer)	Ea / Day	\$ 267.00
Upholstery Machine/Lady Vac (steam cleaner)	Ea / Day	\$ 69.00
Vacuum, HEPA	Ea / Day	\$ 100.00
Vacuum, Insulation Machine	Ea / Day	\$ 99.00
Vacuum, Upright, Wet/Dry or Canister	Ea / Day	\$ 38.00
Zip Poles, Set of 6	Ea / Day	\$ 30.00
LIGHTS		
Light, Balloon	Ea / Day	\$ 121.00
Light, Tower Mobile (400 WT diesel)	Ea / Day	\$ 171.00
Light, Wobble (37 inches)	Ea / Day	\$ 48.00
MISC.		
Heat Gun, Shrink Wrap	Ea / Day	\$ 83.00
Ride on Flooring Stripper (includes blades)	Ea / Day	\$ 1,320.00
Saw, Demo	Ea / Day	\$ 117.00
Saw, Kett	Ea / Day	\$ 39.00
X-Ray Dryer	Ea / Day	\$ 171.00
X-Ray Separation Tank	Ea / Day	\$ 514.00
ODOR CONTROL/DISINFECTION		
Fogger, Commercial	Ea / Day	\$ 124.00
Fogger, ULV / Thermal (electric)	Ea / Day	\$ 44.00
Ozone Generator	Ea / Day	\$ 137.00
Smoke Machines (small)	Ea / Day	\$ 110.00
Vapor Shark	Ea / Day	\$ 44.00
POWER		
Electrical Distribution (Spider Box)	Ea / Day	\$ 83.00
Generator (portable)	Ea / Day	\$ 137.00
PUMPS		
Pump, Sump / Flood	Ea / Day	\$ 38.00
Pump, Trash with Hose, 2"	Ea / Day	\$ 153.00
DRYING/TEMP/HUMIDITY CONTROL		
Moisture Meter	Ea / Day	\$ 23.00
Camera, IR	Ea / Day	\$ 25.00
Dehumidification, Dehumidifier -100 to 140 AHAM Pints	Ea / Day	\$ 150.00
Dehumidification, Desiccant -500/600 cfm	Ea / Day	\$ 446.00
Dehumidification, Desiccant -2000/2250 cfm	Ea / Day	\$ 627.00
Dehumidification, Desiccant -3500 cfm	Ea / Day	\$ 1,105.00
Dehumidification, Desiccant -5000-6000 cfm	Ea / Day	\$ 1,497.00
Dehumidification, Desiccant -10000 / 12000 cfm	Ea / Day	\$ 2,352.00
Dehumidification, Desiccant -15000 cfm	Ea / Day	\$ 4,036.00
Dehumidification, Desiccant -25000 cfm	Ea / Day	\$ 6,388.00
Dehumidification/Cooling -1 Ton Spot Cooler	Ea / Day	\$ 178.00
Dehumidification/Cooling -DX Unit -20 / 30 ton	Ea / Day	\$ 1,425.00
Dehumidification/Cooling -DX Unit -60 / 70 Ton	Ea / Day	\$ 2,246.00
Dehumidification/Cooling - Chiller 100 to 400 Ton	Ton / Day	\$ 29.00
Dehumidification, Heater -20 KW	Ea / Day	\$ 176.00
Dehumidification, Heater -50 KW	Ea / Day	\$ 393.00
Dehumidification, Heater -100 KW	Ea / Day	\$ 535.00
Dehumidification, Heater -150 KW	Ea / Day	\$ 641.00
Dehumidification, Heater - Indirect Fired up to 500,000btu + fuel	Ea / Day	\$ 1,033.50
Heater, Electric -1500 watt	Ea / Day	\$ 17.00
Heater, Propane/Torpedo-direct fired + fuel	Ea / Day	\$ 61.00

EQUIPMENT DESCRIPTION	UNIT	RATE
TRUCKS, VEHICLES, TRAILERS (rate does not include fuel)		
BELFOR Command Center	Ea / Day	\$ 550.00
Mobile Office	Ea / Day	\$ 72.00
Mobile Warehouse (Trailer Only)	Ea / Day	\$ 171.00
Trailer, Freezer	Ea / Day	\$ 165.00
Truck, Dump Service (Pickup Truck)	Ea / Day	\$ 105.00
Truck, Dump-Trip Charge	Ea / Day	\$ 165.00
Truck, Moving/Box/Board up	Ea / Day	\$ 171.00
Truck (Cab) or Trailer (Flatbed, Transfer, etc)	Ea / Day	\$ 137.00
Vehicle, Pickup, SUV or Car	Ea / Day	\$ 76.00
Vehicle, Truck 1 Ton 4x4 Lift gate	Ea / Day	\$ 182.00
Vehicle, Van (1 per 10 Passenger or Cargo)	Ea / Day	\$ 124.00
DUMPSTERS & STORAGE		
Dumpster, 20 yd (max weight 4 Tons)	Per Load	\$ 605.00
Dumpster, 30 yd (max weight 6 Tons)	Per Load	\$ 770.00
Dumpster, 40 yd (max weight 8 Tons)	Per Load	\$ 935.00
BELFOR Pods 8'x7' 12' x 7'	Per Month	\$ 259.00
BELFOR Pods (set up & breakdown)	Per Pod	\$ 330.00
Storage Vaults	Per Month	\$ 138.00
ELECTRONICS / MECHANICAL		
Cart, Electronic Decontamination	Ea / Day	\$ 69.00
Cleaning Room, HEPA filtered	Ea / Day	\$ 1,076.00
Crane, A-Frame (1 ton)	Ea / Day	\$ 153.00
Crane, Overhead (2 Ton, monorail 38 feet)	Ea / Day	\$ 850.00
Decon Room	Per Project	\$ 567.00
DI Water System	Ea / Day	\$ 44.00
Documentation Kit (digital camera/photo printer)	Ea / Day	\$ 76.00
Electrical Distribution (120 Amp Panel)	Ea / Day	\$ 206.00
Electrical Test Equipment (Megger, Hi-Pot, Grounding Cables)	Ea / Day	\$ 453.00
Electronic Dehumidification Unit/Heating (KHT)	Ea / Day	\$ 247.00
Gas Detector, ATI PortaSens II	Ea / Day	\$ 337.00
HEPA Filtered Hood	Ea / Day	\$ 170.00
HEPA Water Displacement Unit	Ea / Day	\$ 103.00
Oven, Convection Drying (ULT)	Ea / Day	\$ 481.00
Oven, Vacuum Drying	Ea / Day	\$ 685.00
Quality Control Kit, (scientific instruments)	Ea / Day	\$ 206.00
Reflectoquant Test Device	Ea / Day	\$ 113.00
Sealer, Vacuum	Ea / Day	\$ 300.00
Spray Booth with 2 sinks (portable)	Ea / Day	\$ 206.00
Sprayer, Airless H.P. (Wagner)	Ea / Day	\$ 90.00
Tool Handling Charge	Per Project	\$ 510.00
Ultrasonic Bath, Portable	Ea / Day	\$ 357.00
Ultrasonic Bath, Bench Top	Ea / Day	\$ 206.00
Ultrasonic Dip Line, Industrial Multi-step	Ea / Day	\$ 3,702.00
Vacuum, Clean Room	Ea / Day	\$ 170.00
Wet Bench (portable)	Ea / Day	\$ 207.00
Workstation (table, chair, lights, ESD)	Ea / Day	\$ 27.00
ENVIRONMENTAL		
Cascade Breathing Air System	Ea / Day	\$ 187.00
Chemical Hose, Hazmat	Ea / Day	\$ 249.00
Confined Space Entry System	Ea / Day	\$ 227.00
Decontamination Shower/Filter	Ea / Day	\$ 159.00
Jerome Mercury Vapor Analyzer	Ea / Day	\$ 278.00
Mini-Rae (PID)	Ea / Day	\$ 198.00
MSA Passport (O2, LEL, CO, H2S)	Ea / Day	\$ 227.00
Personal Sample Pump	Ea / Day	\$ 32.00
Pump, Diaphragm 1", Hazmat	Ea / Day	\$ 227.00
Pump, Diaphragm 2", Hazmat	Ea / Day	\$ 340.00
Self-Contained Breathing Apparatuses (SCBA-30Min)	Ea / Day	\$ 159.00
Self-Contained Breathing Apparatuses (SCBA-5Min)	Ea / Day	\$ 125.00
Trailer, Emergency Response, Hazmat	Ea / Day	\$ 340.00
HVAC		
HVAC, High Volume Tornado System	Ea / Day	\$ 105.00
HVAC, Mobile Resource Unit	Ea / Day	\$ 171.00
HVAC, Power and Manual Hand Tools	PP/Day	\$ 28.00
HVAC, Rotary Brush Duct Cleaning System	Ea / Day	\$ 50.00
HVAC, Service Vehicle / Trailer Combo	Ea / Day	\$ 137.00
HVAC, High CFM HEPA Vacuum Collection System	Ea / Day	\$ 215.00
HVAC Video / Tool Robotic Inspection System	Ea / Day	\$ 555.00
HVAC, Viper Duct Cleaning System	Ea / Day	\$ 50.00
SAFETY		
Personal Fall Protection (PPF)	PP / Day	\$ 9.00
Personal Protection Equipment (PPE)	PP / Day	\$ 5.00
Personal Respiratory Protection (PRP)	PP / Day	\$ 9.00
Respirator, PAPR	Ea / Day	\$ 91.00

The rates contained in this exhibit are exclusive of federal, state and local sales or use taxes and the costs associated with any applicable federal, state or local approvals, consents, permits, licenses and orders incident to performance of the work.

§ III.L

ITEMIZED SCHEDULED CONSUMABLES ³

CONSUMABLE DESCRIPTION	UNIT	RATE	CONSUMABLE DESCRIPTION	UNIT	RATE
BAGS			ELECTRONICS / MECHANICAL		
BELFOR-Environmental Trash Bags	Ea.	\$ 3.30	BELFOR-AC 14 Alkaline Cleaner 14	Gal	\$ 37.00
Bags, Insulation Machine (Vacuum)	Ea.	\$ 34.00	BELFOR-AC 12 Alkaline Cleaner 12	Gal	\$ 51.00
Bags, Trash (each)	3 mil \$ 0.90 6 mil	\$ 1.80	BELFOR-CD 04-C Complex Deruster 04 C	Gal	\$ 80.00
CLEANING-GENERAL			BELFOR-CD 13 Complex Deruster 13	Gal	\$ 126.00
BELFOR-All Natural Citrus Solvent Cleaner	Gal	\$ 37.00	BELFOR-EC 12 Electronics Cleaner	Gal	\$ 33.00
BELFOR-All Purpose Cleaner	Gal	\$ 12.00	BELFOR-ESL Label Protection Lacquer	Ounce	\$ 19.00
BELFOR-All Purpose Spotter	Gal	\$ 25.00	BELFOR-FC 10 Energized Cleaner	Gal	\$ 908.00
BELFOR-Carpet Rinse & Neutralizer	Gal	\$ 20.00	BELFOR-GC General Cleaner	Gal	\$ 31.00
BELFOR-CIF Citroxif Lemon Scent	Ounce	\$ 1.10	BELFOR-HD 01 Hand Deruster 01	Gal	\$ 43.00
BELFOR-Concentrated Odor Counteractant & Smoke Elim.	Gal	\$ 34.00	BELFOR-LP 40 Light Preserver 40	Gal	\$ 80.00
BELFOR-Extra Duty Cleaner Degreaser	Gal	\$ 19.00	BELFOR-MPP Metal Polishing Paste	Ounce	\$ 17.00
BELFOR-Glass Cleaner	Gal	\$ 9.00	BELFOR-NC CR Neutral Cleaner CR	Gal	\$ 135.00
BELFOR-Hand Cleaning Wipes	Tub	\$ 45.00	BELFOR-NK One Step Cleaner and Preserver (electrical)	Pint	\$ 14.00
BELFOR-Multi-Enzyme Spotter-Deodorizer-Protector	Gal	\$ 34.00	BELFOR-OC24 Organic Cleaner 24	Gal	\$ 51.00
BELFOR-Multi-Purpose Restroom Cleaner	Gal	\$ 15.00	BELFOR-OC62 Organic Cleaner 62	Gal	\$ 35.00
BELFOR-Oil Preserver	Gal	\$ 51.00	BELFOR-O-SW Oil Black (Elect. Contacts Only)	Ounce	\$ 37.00
BELFOR-Quarry & Hard Tile Cleaner	Gal	\$ 19.00	BELFOR-PM Polish Milk	Ounce	\$ 6.00
BELFOR-Rug & Upholstery / Traffic & Bonnet Cleaner	Gal	\$ 28.00	BELFOR-SD 02 Sulfide Defroster	Gal	\$ 58.00
Adhesive, Remover	Can	\$ 16.00	BELFOR-WP Wax Preserver	Gal	\$ 86.00
Alcohol, Isopropyl	Gal	\$ 87.00	Nitric Acid, Ultra Pure	Quart	\$ 170.00
Blocks, Odor Counteractant	Ea.	\$ 8.00	Apron, Chemical	Ea.	\$ 6.00
Boot Covers, Latex	Per Pair	\$ 12.00	Arm Sleeves, Chemical	Ea.	\$ 4.40
Brush, Scrub	Ea.	\$ 13.00	Arsenic Test Kit	Per Test	\$ 6.00
Brushes, Pipe	Ea.	\$ 34.00	Bags, Anti Static	Ea.	\$ 4.40
Brushes, Wire	Small \$ 5.50 Large	\$ 8.00	Brady Cards	Ea.	\$ 8.00
Cleaner, Stainless Steel	Can	\$ 17.00	Brush, Dispersion (Each)	Small \$ 5.50 Large	\$ 15.00
Disinfectant, Antimicrobial	Gal	\$ 56.00	Brush, Non Conduct	Ea.	\$ 12.00
Fogger, Thermo Deodorizer	Gal	\$ 39.00	Chloride Quick Test Strips	Ea.	\$ 1.40
Mop Heads	Ea.	\$ 15.00	Cleaning / Decon Sticks	Ea.	\$ 1.50
Pad, Floor Buffer	Ea.	\$ 14.00	Non-Conduct Scrubbers, Green (#7447)	Box	\$ 31.00
Pad, Foam Scrubbing	Pak	\$ 57.00	Non-Conduct Scrubbers, Maroon (#96)	Box	\$ 86.00
Sponge, Particulate Removal (1.5"x3"x6")	Ea.	\$ 4.40	Non-Conduct Scrubbers, White (#98)	Box	\$ 52.00
Sponge, Particulate Removal (3/4"x3"x6")	Ea.	\$ 2.20	Tape, Clean Room	Roll	\$ 27.00
Steel wool	Ea.	\$ 1.20	Wipes, Lint Free	Pak	\$ 39.00
Thinner, Paint/Mineral Spirits	Gal	\$ 25.00	Wipes, Presaturated IPA/DI	Pak	\$ 23.00
Vapor Shark Membrane	Ea.	\$ 58.00	Wipes, Standard Clean Room	Pak	\$ 32.00
Wipes, Cotton Cloth/Workshop Rags	Lb.	\$ 6.00	Wipes, Ultra Clean Room	Pak	\$ 68.00
Wipes, Wipe All	Pak	\$ 14.00	ENVIRONMENTAL		
CONTENTS/PACK-OUT/STORAGE			Asbestos Glove Bag	Ea.	\$ 37.00
BELFOR-Fabric Protector	Gal	\$ 44.00	Breathing Air, Type K Bottle	Ea.	\$ 61.00
BELFOR-Lemon Oil Furniture Polish	Gal	\$ 6.00	Cartridge, MSA Combination	Ea.	\$ 18.00
BELFOR-Liquid Laundry Detergent	Gal	\$ 19.00	Protective Suits (Acid)	Ea.	\$ 93.00
BELFOR-Premium Dish Detergent	Quart	\$ 7.00	Protective Suits (Level A, fully encapsulating)	Ea.	\$ 1,728.00
Boxes, Book	Ea.	\$ 6.00	Protective Suits (PolyPro Asbestos)	Ea.	\$ 9.00
Boxes, Dish Pack	Ea.	\$ 7.00	Protective Suits (Saranex Chemical)	Ea.	\$ 34.00
Boxes, Slip Covers	Ea.	\$ 3.30	Sorbent Boom	Ea.	\$ 74.00
Boxes, Wardrobe/Specialty	Ea.	\$ 39.00	Sorbent Pad	Ea. \$ 11.50 Bale	\$ 111.00
Cloths, Masslinn	Ea.	\$ 1.50	Sorbent Pillows	Ea.	\$ 28.00
Foam Blocks	Ea.	\$ 1.50	DRUMS		
Inventory Tags	Ea.	\$ 1.50	Drum, Poly Closed Top	Ea. \$ 46.00 \$ 54.00 \$ 77.00	
Tape, Poly Box	Roll	\$ 3.30	Drum, Poly Open Top	Ea. \$ 50.00 \$ 59.00 \$ 84.00	
Wrap, Bubble/Anti Static	Roll	\$ 93.00	Drum, Steel Closed Top	Ea. \$ 37.00 \$ 44.00 \$ 61.00	
Wrap, Stretch	Roll	\$ 65.00	Drum, Steel Open Top	Ea. \$ 40.00 \$ 52.00 \$ 74.00	
FILTERS			Drum, Steel Salvage, 85 Gallon	Ea.	\$ 185.00
Filter, Charcoal (Carbon Activated)	Ea.	\$ 72.00	Drum, Poly Overpack, 95 Gallon	Ea.	\$ 283.00
Filter, HEPA	Ea.	\$ 254.00	Drum, Steel Overpack, 110 Gallon	Ea.	\$ 555.00
Filter, Pleated	Ea.	\$ 23.00	HVAC		
Filter, Poly (Secondary)	Ea.	\$ 8.00	HVAC Air Blast Nozzle, Replacement	Ea.	\$ 55.00
SHEETING/PLASTIC/FLOOR PROTECTION			HVAC Air Whip, Multi Head, Replacement	Ea.	\$ 72.00
Duct, Lay Flat (500') with hoo rings	Roll	\$ 514.00	HVAC BBJ Freshduct / Microbiocide	15oz	\$ 55.00
Plastic Sheeting, 1.5 mil (24 x 200)	Roll	\$ 48.00	HVAC Cleaner Degreaser	Gal	\$ 19.00
Plastic Sheeting, 3 mil (20 x 100)	Roll	\$ 60.00	HVAC Closed Cell Foam Insulation Tape 1/8"x2"x30'	Roll	\$ 27.00
Plastic Sheeting, 6 mil (20 x 100)	Roll	\$ 90.00	HVAC Coil Cleaner	Gal	\$ 53.00
Plastic Sheeting, 6 mil-Fire Retardant / Anti Static (20 x 100)	Roll	\$ 351.00	HVAC Collection Machine Filters (Pleated & Bag)	Ea.	\$ 64.00
Plastic Sheeting, 6 mil-Fire Retardant-Black (20 x 100)	Roll	\$ 435.00	HVAC Collection Machine HEPA Filter	Ea.	\$ 374.00
Plastic Sheeting, Carpet Protector	Roll	\$ 90.00	HVAC Duct Liner 1" - 3'x100'	Roll	\$ 440.00
Ram Board, (38" X 100')	Roll	\$ 168.00	HVAC Duct Mastic	Gal	\$ 32.00
Red Rosin Paper (200 ft. roll)	Roll	\$ 27.00	HVAC Encapsulant, Antimicrobial (Foster)	Gal	\$ 90.00
Scrim-Fire Rated (60"x100')	Roll	\$ 2,716.00	HVAC Fiberlock	Gal	\$ 79.00
Stickv Mat (26"x32")	Ea.	\$ 98.00	HVAC HEPA Vac Collection Bag & Filter Protector	Ea.	\$ 11.00
SHRINK WRAP			HVAC HEPA Vac Filters (Dacron Filter Bag & Impaction)	Ea.	\$ 66.00
Strapping, Woven HD	LF	\$ 0.10	HVAC HEPA Vac HEPA Filter	Ea.	\$ 314.00
Tape, Heat Shrink 2"	Roll	\$ 18.00	HVAC Propane Fill Charge	Cylinder	\$ 50.00
Tape, Heat Shrink 4"	Roll	\$ 36.00	HVAC Rotary Brush Head, Replacement	Ea.	\$ 126.00
Tape, Heat Shrink 6"	Roll	\$ 54.00	HVAC Rotary Brush System, Replacement Core	Ea.	\$ 44.00
Wrap, Shrink, 7 mil (45' x 145')	Roll	\$ 897.00	HVAC Sheetmetal Blank	Ea.	\$ 19.00
Wrap, Shrink, 12 mil (32' x 180')	Roll	\$ 1,667.00	HVAC Sheetmetal Screw	Box 100	\$ 24.00
TAPE/ADHESIVE			HVAC Spray Adhesive	Can	\$ 26.00
Adhesive, Spray	Can	\$ 8.00	HVAC Unibit	Ea.	\$ 90.00
Tape, 2-way (2" x 60')	Roll	\$ 33.00	HVAC Vacuum Brush Head - Replacement	Ea.	\$ 26.00
Tape, Barricade-Banner Guard (Caution, Danger, etc...)	Roll	\$ 31.00	SAFETY		
Tape, Duct (2"x 60')	Roll	\$ 8.00	Boots, Chemical PVC	Per Pair	\$ 50.00
Tape, Global	Roll	\$ 27.00	Dust Mask	Ea.	\$ 2.20
Tape, Painters-blue/red	Roll	\$ 9.00	Gloves, Cotton (includes liners)	Per Pair	\$ 2.50
MISC			Gloves, Latex (Surgical)	Box 100	\$ 26.00
Disposable Decontamination Unit	Ea.	\$ 458.00	Gloves, Leather	Per Pair	\$ 9.00
Encapsulant, Antifungicidal	Gal	\$ 90.00	Gloves, Nitrile	Per Pair	\$ 6.00
Encapsulant, Antimicrobial (Zinsser)	Gal	\$ 83.00	Gloves, Nylon Inspection	Per Pair	\$ 0.55
Encapsulant, Soot	Gal	\$ 48.00	Protective Suits (Tyvek)	Ea.	\$ 20.00
Fasteners, Misc / Lock & Hasp	Ea.	\$ 33.00	Respirator, N95	Ea.	\$ 3.85
Floor Dry (40#)	Bag	\$ 17.00	Respirator, P100	Ea.	\$ 12.00
Lock Box	Ea.	\$ 50.00	Respirator, HEPA + Particulate Replacement Filter	Ea.	\$ 40.00
Soda, Soda Blaster Material	Bag	\$ 39.00	Respirator, HEPA Replacement Pancake Filter	Ea.	\$ 9.00
Zipper (containment)	Ea.	\$ 13.00	The rates contained in this exhibit are exclusive of federal, state and local sales or use taxes and the costs associated with any applicable federal, state or local approvals, consents, permits, licenses and orders incident to performance of the work.		

DOCUMENT RESTORATION REFERENCES

Princeton University, Firestone Library, Fine Hall Annex
Flood, October 2005, 5450 volumes affect, consulted on structure
1 Nassau Hall
Princeton, NJ
Dottie Pearson
609-258-3215
Mick Le Tourneaux
609-258-4957

Ursinus College, Library
Flood, 2004, dried structure and books
1 Main Street
Collegeville, PA 19426
Charles Jamison
610-409-3000 x2243

City of Stamford, Stamford High School Library and Scofield Middle School Library
55 Strawberry Hill Ave
Stamford, CT 06902
Water, February 2006
Ann Marie Mones, Risk Manager
203-977-4083

Cozen O'Conner Attorneys
Various smaller restoration projects
1900 Market, 5th Floor
Philadelphia, PA 19103
Rose O'Drain
215-665-2793

City of Philadelphia, Department of Records, City Hall and Archives
Water, March 2007 (Orphans Court, Marriage Licenses, Wills, etc.)
North Broad and Market Streets
Philadelphia, PA 19123
Marta Lippen, Dept. of Records
215-686-2268
Joan Decker, Commissioner
215-686-2261

Phila Dept of Records
111 City Hall
Philadelphia, PA 19107

Multiple Document Drying jobs 2011 - 2013
Contact: Ralph Wynder
Joan T. Decker, Commissioner
215-686-2260

Penn State University (Brandywine Campus)
Vario Library
25 Yearsley Mill Rd.
Media, Pa. 19063
Mold remediation of over 30,000 books 2011.
Susan Ware, Head Librarian
610-892-1382

University of Penn
Biddle Law Library
3400 Chestnut St
Philadelphia, Pa. 19104
Mold remediation of over 10,000 books 2013
Joseph Policarpo
215-898-1717

Princeton University
Ivy and Washington Streets
Princeton NJ 08540
Thermal Freeze Dry 284 Boxes of Wet Documents 2010
Jeff Rolands
(215) 208-4158

Library of Congress
Office of Contracts & Grants Management
101 Independence Ave. SE
Washington DC 20540-9411
Thermal Freeze Dry 97 Boxes of Wet Documents 2011
Arneen Dozier
(202) 707-0406

**Also see attached referral letters dating back to 2001 of various document projects performed by BELFOR displaying at least 5 years experience leading the records and documents recovery services industry.



Institution or Company Name: St. Joseph's Hospital
Date of BELFOR Services: 2001
Services provided: Document Freeze-Drying
Cleaning of Documents
Slide Restoration
X-Ray Cleaning
Mold treatment
Deodorization
Re-jacketing files
Quantity of Materials: 1967 Cu/ft. of Documents
421,453 X-Rays Cleaned
1,123,523 Slides Restored
Contact during project: Carolyn Phillips

Customer Statement of Satisfaction:

We restored many types of documents therefore we had varied results.
The slides that were washed and returned were in good condition.

The paper documents were dried, cleaned, deodorized and gamma radiated. We were very pleased with the patient records and log- books that came back. Type written notes were fine, the handwritten notes were a little smudged but readable and usable. I would recommend Balfor for treating your paper documents. I would recommend cleaning, gamma radiation, deodorizing and putting them in new file folders if you need to work with the documents in the future.

The quality of x-rays varied and some were useless.

If our customer would like to follow up with a phone call to you for further information regarding this project would that be acceptable?

Yes No

If so, what is the best number to reach you during business hours?

Phone Number: 713-756-5306

Printed Name: Carolyn Phillips

Signature: 



Institution or Company Name: Colorado State University
Date of BELFOR Services: Completed June 2001
Services provided: Document Freeze-Drying
Mold treatment
Odor treatment
Quantity of Materials: Approx. 430,000 bound volumes
CSU Contacts during project: Dr. Doug Rice
Camilla Alire
Diane Lunde

Customer Statement of Satisfaction:

BELFOR designed and implemented a state of the art system to clean and disinfect an incredibly large volume of books. Their customer service and professionalism were exemplary. Their initial response and final delivery exceeded our expectations.

Additional Comments:

The books were returned to circulation in excellent condition. Final mold testing indicated zero survival of any organisms rendering the repaired volumes superior to the undamaged collection

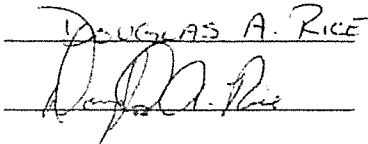
If our customer would like to follow up with a phone call to you for further information regarding this project would that be acceptable?

Yes No

If so, what is the best number to reach you during business hours?

Phone Number: 970-491-6503

Printed Name: DOUGLAS A. RICE

Signature: 

July 28, 2003

Kirk Lively
Belfor USA Group, Inc.
2425 Blue Smoke Ct. South
Fort Worth, TX 76105

Dear Mr. Lively:

I am writing to commend Belfor on its disaster recovery services. Last year, our Museum had a leak in our Archives. We contacted Belfor, and Rachelle Helms and her crew came out and assessed the situation. They advised us on packing the materials and sending them offsite to be frozen to prevent mold damage. Due to their speedy response and hard work, none of our unique and invaluable archival materials were lost. The items were returned to us in pristine condition, with no visible damage at all.

It is obviously crucially important with archival documents, due to their irreplaceable nature and the significance of the order of materials within folders and boxes, that they be handled with great care and attention to detail. I want to commend Mrs. Helms and her team for their professionalism, hard work, and stellar performance.

I recently had the misfortune to work with a collection of great historical value that had been stored in a basement for 40 years. The collection was infested with mold, and there was evidence of possible insect infestation as well. Again, we called Belfor and Mrs. Helms and her team moved the collection offsite to be treated. Items were frozen, and, upon Mrs. Helms' recommendation, HEPA vacuumed. I was astonished at the difference this made when I began processing the collection after it was returned to us. The items were clean and pristine, and had no lingering odor or discoloration from the mold infestation.

I don't know what our Museum would have done without the excellent services your company provides. It is people like Mrs. Helms and her team that make doing my job worthwhile.

Sincerely Yours,



Sammie Morris
Managing Archivist

CC: Rachelle Helms



Institution or Company Name: Dallas Museum of Art
Date of BELFOR Services: Summer 2002/Summer 2003
Services provided: Document Freeze-Drying
Mold treatment
Deodorization
Cleaning of Documents
Quantity of Materials: Approx. 100 Cu/ft.
Contacts during project: Sammie Morris

Customer Statement of Satisfaction:

I have been extremely satisfied with Belfor's services. I have used them for salvaging wet archival documents two times in the past, and been astounded by the care and attention to detail Belfor staff exhibited. Their response was timely, everyone on staff acted professionally, and great care was taken by them to maintain the original order of archival documents and handle them properly. I was amazed when items were returned to me exhibiting no visible damage at all. Belfor staff re-packed items after treatment, keeping my box numbers and folder titles intact so that materials could be easily re-shelved after treatment. I would highly recommend their services for valuable historic records of permanent value.

Additional Comments:

I have used Belfor for drying services, mold treatment, document cleaning and deodorization and can attest to their high standards of quality services and professionalism.

If our customer would like to follow up with a phone call to you for further information regarding this project would that be acceptable?

Yes No

If so, what is the best number to reach you during business hours?

Phone Number: 214-922-1276

Printed Name: Sammie Morris (or Jacqui Allen)

Signature:



Kirk Lively, President
Belfor USA
2425 Blue Smoke Court South
Ft. Worth, TX 76105 USA

5 September 2003

To Whom it May Concern:

This letter is written in support of Kirk Lively and Belfor USA, who asked me to document my satisfaction with their company in support of a proposal to dry a large number of documents for the Czech Republic.

I have a long-standing professional relationship with Mr. Lively and his firm and my experiences working with them have always been extremely positive. I have sought his professional help and advice frequently during the past 15 years, and the University of Utah pre-selected Belfor USA as its sole responder for material recovery for the whole campus (not just the Marriott Library) were the University ever to require emergency response. This responsibility requires a tremendous amount of integrity and an astute understanding of specific issues dealing with the recovery of both library and museum collections, as the University of Utah's three libraries and two museums are most likely to require disaster recovery services in the aftermath of an earthquake predicted to be a magnitude 8.0 temblor, a catastrophic event that would most likely disrupt all normal services and utilities within the region, as well as to simultaneously damage all of the University's holdings.

In addition to entrusting this firm with the University's commitment to hire this firm in this type of situation, I have also had the pleasure of working with Belfor USA (then called Disaster Recovery Services, DRS) and Mr. Lively on the recovery of the Colorado State University (CSU) Library following the 1997 flood that damaged 425,000 volumes. This event demonstrated for me the clear competence of the firm, as DRS was chosen to replace another recovery firm onsite due to issues of price gouging and incompetency. Picking up where the fired firm left off, DRS initiated a number of innovative techniques on that job, including the use of CO₂ to quickly cool refrigerated truck trailers once they were loaded with boxed wet books prior to transport to a commercial freezer facility. This technique turned out to be cost effective and a dramatic aid in quickly reducing summer temperatures to slow the rate of mold growth that was rampant in the books. This job turned out very well for CSU, both in terms of the quality of the collection after drying and the total cost to the University for the work. CSU also benefitted from the quality of their relationship with DRS, being able to count on receiving highly-informed technical information in a timely and courteous manner whenever it was needed during the two-year recovery.

It is my professional opinion that Belfor USA and Kirk Lively are the most competent, most trustworthy disaster recovery professionals working in the U.S. today. I can unequivocally state that the Czech Republic will benefit from establishing a relationship with this firm to dry its books and records, and would be happy to speak with the Committee further if I can offer more information on this point.

Warmest regards,

Randy Silverman
Preservation Librarian



Institution or Company Name: Duke University Libraries
Date of BELFOR Services: 2003
Services provided: Document Cleaning
Mold treatment
Quantity of Materials: 114,521 bound volumes
Contact during project: Winston Atkins
Curtis Riley

Customer Statement of Satisfaction:

Belfor cleaned more than 114,000 books in one of our branch libraries. We were pleased with the way they conducted the project. The books were cleaned well and Belfor left no residual problems. They understood the constraints of the academic calendar and worked quickly to allow us to reopen the library for the end of the semester and final examinations.

Additional Comments:

I would also like to comment that Belfor's representatives worked well with our on-campus health and safety department to establish a treatment process and protocol that satisfied our needs for maintaining a healthy environment for staff and researchers using other parts of the building, and preventing mold spores from being transferred to uncontaminated parts of the library.

If our customer would like to follow up with a phone call to you for further information regarding this project would that be acceptable?

x Yes No

If so, what is the best number to reach you during business hours?

Phone Number: 919-660-5843

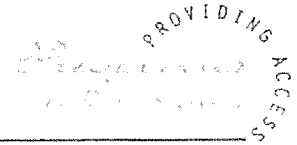
Printed Name: Winston Atkins

Signature: Winston Atkins



ARIZONA STATE
LIBRARY, ARCHIVES AND PUBLIC RECORDS

GladysAnn Wells, Director



HISTORY AND ARCHIVES DIVISION

MELANIE STURGEON
Division Director

March 20, 2003

Kirk Lively
Belfor USA
2425 Blue Smoke Ct. South
Ft. Worth, TX 76105

Dear Kirk:

Thank you so much for flying into Tucson on the 18th to tell all of us about Belfor USA and the Colorado State University flood. When I contacted Warren Lindell about speaking at the U of A workshop, I mentioned that Colorado State would be a great topic. I never imagined that you would fly in to make a presentation. That's way beyond the call of duty. If that's the way you and Belfor treat real clients, you certainly deserve the praise I've heard. Quite amazing.

I talked with Jim Fromme, facilities manager at the U of A Library, after the workshop, and he was impressed with all of the services that Belfor can provide. This morning, I recommended Belfor to Thunderbird, The American Graduate School of International Management. Take a look at <http://www.t-bird.edu>. Also this morning, I contacted Warren's office for more information on your Red Alert services, so I can present it to the Arizona State Library administration.

Again, thank you so much for flying into freeze-in-your-shirtsleeves Tucson. We all enjoyed meeting you and learning about Belfor.

Cordially,

Michael McColgin
Conservation Officer
Arizona State Archives

STATE CAPITOL

1700 W. Washington - 3rd Floor • Phoenix, Arizona 85007 • Home Page: <http://www.lib.az.us>
Phone: (602) 542-4159 • FAX: (602) 542-4402 • E-Mail: archive@lib.az.us

An Equal Opportunity Employer

• Vital Record Recovery Services

BELFOR has been providing vital record recovery services since 1993. Every imaginable type of vital record has been restored by BELFOR’s Technical Services Division, including: books, documents, photos, tapes, slides, CDs, maps, blueprints, and museum and archival collections.

Types of Media - BELFOR restores a full spectrum of vital records beyond paper books and documents, including:

Audiotapes	Laser Discs	Periodicals
Books	Library Material	Photographs
CDs/DVDs	Manuscripts	Plans
Data Files	Maps	Slides
Diskettes	Microfiche	Transparencies
Documents	Microfilm	Vellum
Drawings	Negatives	Videotapes
Files	Paintings	Vital Records
Film	Parchment	X-Rays

Technical Services Division

- BELFOR has proven to be unmatched in technical expertise. Our Technical Services Division, comprised of Certified Restorers, PhD chemists and other restoration professionals, the Technical Services team have created many superior products and recovery methods for all types of media. This results in higher efficiency and greater options for restoration, translating to better quality and faster recovery.
- The experience and knowledge of these professionals has contributed to the overall knowledge and expertise of the vital records recovery industry. Some of this team’s innovation include a proprietary process to separate fused X-Ray films and true mobile vacuum freeze-drying technology for transport to disaster scenes.
- This team also extensively researched and developed a proprietary dosage amount for gamma treatment. This dosage ensures complete elimination of all contaminants with the least amount of degradation to the items being treated.

Mitigation - BELFOR teams provide immediate emergency mitigation services, including security, pack-out, inventory and freezing of affected materials, as well as stabilization of the environment.

Mobile Units – A fleet of Mobile Freeze-drying Chambers is available for transport to disaster scenes for large losses and/or if documents can't leave the premises.



Specialized Personnel and Resources

- Document Laboratories in the U.S. are located in Fort Worth, TX; Philadelphia, PA; and San Francisco, CA. International Document Laboratories are located in Vancouver and Toronto, Canada; London, U.K.; Paris, France; Prague, Czech Republic, and, Israel.
- BELFOR employees are highly trained in response techniques and proper mitigation procedures and would self-perform the vast majorities of services outlined in this proposal.
- There are approximately 80 document treatment personnel on the BELFOR team and over 400 employees trained in various aspects of retrieval and mitigation of vital records.
- BELFOR maintains a network of professional contacts including conservators, preservation professionals, archivists, curators, etc., which can be called on for specialized knowledge and direction. Membership and involvement in the following groups provide additional expert consultation, as required:
 - Association of Specialists in Cleaning and Restoration (ASCR)
 - Association of Records Managers and Administrators (ARMA)
 - Society of American Archivists (SAA)
 - American Institute for Conservation of Historic and Artistic Works (AIC)



Book & Document Services Available

- Drying Methodologies Available
 - Vacuum Freeze Drying
 - Thermal Vacuum Freeze Drying
 - Low Humidity On-Site Desiccant Drying

- Fire Damage Document Services
 - Smoke and Soot Particulate Removal – to remove contaminants and eliminate odor
 - Straightening, Realignment, Trimming, Reprocessing – to remove or repair portions of permanent damage
 - Re-matting and Framing
 - Rebinding and Leather repairs
 - Re-jacketing
 - Ozone Deodorization – to expedite the out-gassing of finite traces of soot particulate too small to be removed, but still produce an odor
 - Document Copying and Imaging
 - De-acidification – to restore chemical balance to documents

- Mold Remediation and Bacterial Decontamination Services
 - Gamma Radiation
 - Electron Beam Radiation (Canada)
 - Physical Contaminant Removal

- Document Copying, Imaging, and Scanning

- Deodorization
 - Ozone Deodorization – Use of ozone gas (O₃) to oxidize and remove finite traces of soot
 - Hydroxyl Deodorization – An oxidation process similar to ozonation

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PART I - GENERAL INFORMATION

PART I - GENERAL INFORMATION

I.1 IFB-001.1 Purpose (Oct 2006)

The Commonwealth of Pennsylvania (Commonwealth) is issuing this Invitation for Bids (IFB) to meet the needs of COMMONWEALTH OF PENNSYLVANIA to satisfy a need for Records Document Recovery Services.

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

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

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

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

I.4 IFB-009.1 Questions (February 2012)

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

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

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

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

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

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

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

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

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

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

The Bid Protest Procedure is on the DGS website at

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

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

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

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

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

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

1. A “local public procurement unit” is:

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

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

2. A state-affiliated entity is a Commonwealth authority or other Commonwealth entity that is not a Commonwealth agency. The term includes:

- The Pennsylvania Turnpike Commission;
- The Pennsylvania Housing Finance Agency;
- The Pennsylvania Municipal Retirement System;
- The Pennsylvania Infrastructure Investment Authority;
- The State Public School Building Authority;

- The Pennsylvania Higher Education Facilities Authority, and
- The State System of Higher Education.

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

3. A complete list of local public procurement units and state-affiliated entities that have registered with DGS and that are authorized to procure items from the Contract can be found at <http://www.costars.state.pa.us/SearchCOMember.aspx>

B. COSTARS Members have the option to purchase from this Contract, from any DGS contract established exclusively for COSTARS Members in accordance with the requirements of Section 1902, from any other cooperative procurement contracts, or from their own procurement contracts established in accordance with the applicable laws governing such procurements. The Contractor understands and acknowledges that there is no guarantee that a COSTARS Member will place an order under this Contract, and that the decision to procure from this Contract is within the sole discretion of each COSTARS Member.

C. DGS is acting as a facilitator for COSTARS Members who may wish to purchase under this Contract. COSTARS Members that participate in this Contract and issue purchase orders (“POs”) to Contractors are third party beneficiaries who have the right to sue and be sued for breach of this Contract without joining the Commonwealth or DGS as a party. The Commonwealth will not intervene in any action between a Contractor and a COSTARS Member unless substantial interests of the Commonwealth are involved.

D. COSTARS Members electing to participate in this Contract will order items directly from the Contractor and be responsible for payment directly to the Contractor.

E. Those Contractors electing to permit COSTARS Members to procure from this Contract shall pay the Required Administrative Fee applicable to the Contractor’s classification:

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

1. Each bidder electing to permit COSTARS Members to participate in the Contract must submit the COSTARS Program Election to Participate form with its bid submittal and pay the applicable Administrative Fee upon Contract award in order to sell the awarded items/services to COSTARS Members. If the bidder is a Department of General Services Self-Certified Small Business or Department of General Services-verified Small Diverse Business, a copy of its active Small Business Contracting Program certificate must be included with the bid submittal.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

H. Additional information regarding the COSTARS Program is available on the DGS COSTARS Website at www.costars.state.pa.us.

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

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

2. Direct all questions concerning the COSTARS Program to:

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

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

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

I.11 IFB-031.1 Alternates (Oct 2013)

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

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

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

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

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

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

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

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

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

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

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

A. All of the Offeror's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.

B. The Offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Offeror or potential offeror.

C. The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential offeror for this RFP, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.

D. The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.

E. The Offeror makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

F. To the best knowledge of the person signing the proposal for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Offeror has disclosed in its proposal.

G. To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth.

H. The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.

I. The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal.

J. Each Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.

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

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

PART II - REQUIREMENTS

PART II - REQUIREMENTS

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

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

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

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

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

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

II.4 II-IFB-018.1b Iran Free Procurement Certification and Disclosure – Electronic Submittal (November 2016)

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

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

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

PART III - SELECTION CRITERIA

PART III - SELECTION CRITERIA

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

To be eligible for selection, a bid must be:

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

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

Award will be made to all responsive and responsible bidders.

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

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

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

All tie bids will be broken by the Issuing Office.

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

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

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

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

PART IV - WORK STATEMENT

PART IV - WORK STATEMENT

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

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

PART V - CONTRACT TERMS and CONDITIONS

PART V - CONTRACT TERMS and CONDITIONS

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

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

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

The initial term of the Contract shall be 05 year(s) and 00 month(s).

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

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

V.3 CONTRACT-002.3 Extension of Contract Term (Nov 30 2006)

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

V.4 CONTRACT-003.1a Signatures – Contract (July 2015)

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

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

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

The Commonwealth and the Contractor specifically agree as follows:

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

c. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

V.5 CONTRACT-004.1a Definitions (Oct 2013)

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

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

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

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

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

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

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

V.6 CONTRACT-005.1d Purchase Orders (July 2015)

Commonwealth agencies may issue Purchase Orders against the Contract. These orders constitute the Contractor's authority to make delivery. All Purchase Orders received by the Contractor up to and including the expiration date of the Contract are acceptable and must be performed in accordance with the Contract. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.

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

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

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

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

c. Each party will immediately take steps to verify any document that appears to be obviously garbled in

transmission or improperly formatted to include re-transmission of any such document if necessary.

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

V.7 CONTRACT-006.1 Independent Prime Contractor (Oct 2006)

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

V.8 CONTRACT-007.01b Delivery of Services (Nov 30 2006)

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

V.9 CONTRACT-007.02 Estimated Quantities (Nov 30 2006)

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

V.10 CONTRACT-008.1a Warranty. (Oct 2006)

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

V.11 CONTRACT-009.1c Patent, Copyright, and Trademark Indemnity (Oct 2013)

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

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

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

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

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

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

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

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

V.12 CONTRACT-009.1d Ownership Rights (Oct 2006)

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

V.13 CONTRACT-010.1a Acceptance (Oct 2006)

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

V.14 CONTRACT-011.1a Compliance With Law (Oct 2006)

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

V.15 CONTRACT-013.1 Environmental Provisions (Oct 2006)

In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including, but not limited to: the Clean Streams Law Act of June

22, 1937 (P.L. 1987, No. 394), as amended 35 P.S. Section 691.601 et seq.; the Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. Section 6018.101 et seq. ; and the Dam Safety and Encroachment Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended , 32 P.S. Section 693.1.

V.16 CONTRACT-014.1 Post-Consumer Recycled Content (June 2016)

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

V.17 CONTRACT-014.3 Recycled Content Enforcement (February 2012)

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

V.18 CONTRACT-015.1 Compensation (Oct 2006)

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

V.19 CONTRACT-015.1A Compensation/Expenses (Oct 2013)

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

V.20 CONTRACT-015.2 Billing Requirements (February 2012)

Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing , the Contractor shall include in all of its invoices the following minimum information:

- Vendor name and "Remit to" address, including SAP Vendor number;
- Bank routing information, if ACH;
- SAP Purchase Order number;
- Delivery Address, including name of Commonwealth agency;
- Description of the supplies/services delivered in accordance with SAP Purchase Order (include purchase order line number if possible);
- Quantity provided;
- Unit price;
- Price extension;
- Total price; and
- Delivery date of supplies or services.

If an invoice does not contain the minimum information set forth in this paragraph, the Commonwealth may return the invoice as improper. If the Commonwealth returns an invoice as improper, the time for processing a payment will be suspended until the Commonwealth receives a correct invoice. The Contractor may not receive payment until the Commonwealth has received a correct invoice.

Contractors are required to establish separate billing accounts with each using agency and invoice them directly. Each invoice shall be itemized with adequate detail and match the line item on the Purchase Order. In no instance shall any payment be made for services to the Contractor that are not in accordance with the prices on the Purchase Order, the Contract, updated price lists or any discounts negotiated by the purchasing agency.

V.21 CONTRACT-016.1 Payment (Oct 2006)

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

V.22 CONTRACT-016.2 ACH Payments (Aug 2007)

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

V.23 CONTRACT-017.1 Taxes (Dec 5 2006)

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

connection with the performance of a construction contract.

V.24 CONTRACT-018.1 Assignment of Antitrust Claims (Oct 2006)

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

V.25 CONTRACT-019.1 Hold Harmless Provision (Nov 30 2006)

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

V.26 CONTRACT-020.1 Audit Provisions (Oct 2006)

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

V.27 CONTRACT-021.1 Default (Oct 2013)

a. The Commonwealth may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract or any Purchase Order for any of the following reasons:

- 1) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;
- 2) Failure to perform the work with sufficient labor, equipment, or material to ensure the completion of the specified work in accordance with the Contract or Purchase Order terms;
- 3) Unsatisfactory performance of the work;
- 4) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
- 5) Improper delivery;

- 6) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;
- 7) Delivery of a defective item;
- 8) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
- 9) Discontinuance of work without approval;
- 10) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
- 11) Insolvency or bankruptcy;
- 12) Assignment made for the benefit of creditors;
- 13) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
- 14) Failure to protect, to repair, or to make good any damage or injury to property;
- 15) Breach of any provision of the Contract;
- 16) Failure to comply with representations made in the Contractor's bid/proposal; or
- 17) Failure to comply with applicable industry standards, customs, and practice.

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

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

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

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

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

V.28 CONTRACT-022.1 Force Majeure (Oct 2006)

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

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

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

V.29 CONTRACT-023.1a Termination Provisions (Oct 2013)

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

a. **TERMINATION FOR CONVENIENCE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for its convenience if the Commonwealth determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Contractor be entitled to recover loss of profits.

b. **NON-APPROPRIATION:** The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract or a Purchase Order. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose.

c. **TERMINATION FOR CAUSE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for Contractor default under the Default Clause upon written notice to the Contractor. The Commonwealth shall also have the right, upon written notice to the Contractor, to terminate the Contract or a Purchase Order for other cause as specified in the Contract or by law. If it is later determined that the Commonwealth erred in terminating the Contract or a Purchase Order for cause, then, at the Commonwealth's discretion, the Contract or Purchase Order shall be deemed to have been terminated for convenience under the Subparagraph a.

V.30 CONTRACT-024.1 Contract Controversies (Oct 2011)

a. In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.

b. If the Contractor or the contracting officer requests mediation and the other party agrees, the contracting

officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.

c. Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

V.31 CONTRACT-025.1 Assignability and Subcontracting (Oct 2013)

a. Subject to the terms and conditions of this paragraph, this Contract shall be binding upon the parties and their respective successors and assigns.

b. The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.

c. The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.

d. Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.

e. For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.

f. Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.

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

V.32 CONTRACT-026.1 Other Contractors (Oct 2006)

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

V.33 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-lit 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.

V.34 CONTRACT-028.1 Contractor Integrity Provisions (January 2015)

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

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

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

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

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

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

e. "Financial Interest" means either:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that is has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these

Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

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

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

V.35 CONTRACT-029.1 Contractor Responsibility Provisions (Nov 2010)

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

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

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

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

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

the Commonwealth.

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

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

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

V.36 CONTRACT-030.1 Americans with Disabilities Act (Oct 2006)

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

V.37 CONTRACT-032.1 Covenant Against Contingent Fees (Oct 2006)

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

V.38 CONTRACT-033.1 Applicable Law (Oct 2006)

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

V.39 CONTRACT- 034.1b Integration (Nov 30 2006)

This Contract, including the Invitation for Bids, the Contractor's bid, all referenced documents, and any Purchase

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

V.40 CONTRACT-034.2b Order of Precedence - IFB (Dec 6 2006)

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

V.41 CONTRACT-034.3 Controlling Terms and Conditions (Aug 2011)

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

V.42 CONTRACT-035.1a Changes (Oct 2006)

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

V.43 CONTRACT-036.1 Background Checks (February 2016)

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

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

may result in the Contractor being deemed in default of its Contract.

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

d. Access to certain Capitol Complex buildings and other state office buildings is controlled by means of card readers and secured visitors' entrances. Commonwealth contracted personnel who have regular and routine business in Commonwealth worksites may be issued a photo identification or access badge subject to the requirements of the contracting agency and DGS set forth in [Enclosure 3 of Commonwealth Management Directive 625.10 \(Amended\) Card Reader and Emergency Response Access to Certain Capitol Complex Buildings and Other State Office Buildings](#). The requirements, policy and procedures include a processing fee payable by the Contractor for contracted personnel photo identification or access badges.

V.44 CONTRACT-037.1a Confidentiality (Oct 2013)

(a) The Contractor agrees to protect the confidentiality of the Commonwealth's confidential information. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party (notice may be communicated by describing the information, and the specifications around its use or disclosure, in the SOW). Neither party may assert that information owned by the other party is such party's confidential information. The parties agree that such confidential information shall not be copied, in whole or in part, or used or disclosed except when essential for authorized activities under this Contract and, in the case of disclosure, where the recipient of the confidential information has agreed to be bound by confidentiality requirements no less restrictive than those set forth herein. Each copy of such confidential information shall be marked by the party making the copy with any notices appearing in the original. Upon termination or cancellation of this Contract or any license granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only, and which will remain subject to this Contract's security, privacy, data retention/destruction and confidentiality provisions (all of which shall survive the expiration of this Contract). Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this Contract, and at the discretion of the non-breaching party, result in termination for default pursuant to the DEFAULT provision of this Contract, in addition to other remedies available to the non-breaching party.

(b) Insofar as information is not otherwise protected by law or regulation, the obligations stated in this Section do not apply to information:

- (1) already known to the recipient at the time of disclosure other than through the contractual relationship;
- (2) independently generated by the recipient and not derived by the information supplied by the disclosing party.
- (3) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
- (4) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
- (5) required to be disclosed by law, regulation, court order, or other legal process.

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

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

- (1) Prepare an un-redacted version of the appropriate document, and
- (2) Prepare a redacted version of the document that redacts the information that is asserted to be confidential or

proprietary information or a trade secret, and

(3) Prepare a signed written statement that states:

(i) the attached document contains confidential or proprietary information or trade secrets;

(ii) the Contractor is submitting the document in both redacted and un-redacted format in accordance with 65 P.S. § 67.707(b); and

(iii) the Contractor is requesting that the document be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.

(4) Submit the two documents along with the signed written statement to the Commonwealth.

V.45 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, teletype, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to following:

a. If to the Contractor: the Contractor's address as recorded in the Commonwealth's Supplier Registration system.

b. If to the Commonwealth: the address of the Issuing Office as set forth on the Contract.

V.46 CONTRACT-052.1 Right to Know Law (Feb 2010)

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

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

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

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

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

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

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

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

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

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

V.47 CONTRACT-053.1 Enhanced Minimum Wage Provisions (July 2018)

1. **Enhanced Minimum Wage.** Contractor/Lessor agrees to pay no less than \$12.00 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.
2. **Adjustment.** Beginning July 1, 2019, and annually thereafter, the minimum wage rate shall be increased by \$0.50 until July 1, 2024, when the minimum wage reaches \$15.00. Thereafter, the minimum wage rate would be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
3. **Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:
 - a. exempt from the minimum wage under the Minimum Wage Act of 1968;
 - b. covered by a collective bargaining agreement;
 - c. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
 - d. required to be paid a higher wage under any state or local policy or ordinance.
4. **Notice.** Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.
5. **Records.** Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
6. **Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
7. **Subcontractors.** Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in

every subcontract so that these provisions will be binding upon each subcontractor.