



**FULLY EXECUTED**

Contract Number: 4400023487

Original Contract Effective Date: 09/22/2020

Valid From: 09/21/2020 To: 03/31/2022

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

**Purchasing Agent**

Name: Moyer Nicole

Phone: 717-346-3273

Fax: 717-783-6241

Your SAP Vendor Number with us: 543674

**Supplier Name/Address:**

LEW SITE CONSTRUCTION LLC

1239B CENTRE TPKE

ORWIGSBURG PA 17961-9059 US

Supplier Phone Number: 717-554-5877

**Please Deliver To:**

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

**Contract Name:**

Snow Removal - Capitol Complex

**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	SNOW REMOVAL-4" to 7" YEAR 2016	0.000		0.00	1	0.00
2	SNOW REMOVAL-8" TO 11" YEAR 2016	0.000		0.00	1	0.00
3	SNOW REMOVAL-12" TO 15" YEAR 2016	0.000		0.00	1	0.00
4	SNOW REMOVAL-16" TO 20" YEAR 2016	0.000		0.00	1	0.00
5	SNOW REMOVAL-21" TO 25" YEAR 2016	0.000		0.00	1	0.00

**Information:**

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

Title \_\_\_\_\_

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

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30	PREPAREDNESS COST	0.000		0.00	1	0.00
31	Snow Removal - 4"- 7" Year 2020	0.000		0.00	1	0.00
32	Snow Removal 8"- 11" Year 2020	0.000		0.00	1	0.00
33	Snow Removal 12"- 15" Year 2020	0.000		0.00	1	0.00
34	Snow Removal 16" - 20" Year 2020	0.000		0.00	1	0.00
35	Snow Removal 21" to 25" Year 2020	0.000		0.00	1	0.00
36	Snow Removal - over 25"	0.000		0.00	1	0.00
37	Preparedness Cost 2020	0.000		0.00	1	0.00

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43	Snow Removal Over 25" Year 2021	0.000		0.00	1	0.00
44	Preparedness Cost Year 2021	0.000		0.00	1	0.00

**General Requirements for all Items:**

**Information:**



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**Supplier Name:**  
LEW SITE CONSTRUCTION LLC

**Header Text**

09/17/20 - Contract 4400015286 has been assigned to Lew Site Construction LLC under this new contract number 4400023487. Assignment agreement documents attached #17 - #21. NMoyer

The purpose of this Contract is to provide Snow Removal Services to include all labor, equipment, materials, supervision, to pile, load and haul snow, sleet, ice removal services away on a will-call basis, to a dumpsite provided by the Commonwealth.

On March 19, 2020, the Governor's Office issued a General Purchasing Ban to limit spending of goods or services that are not critical to operations. The agency has determined through its internal approval process that this contract is absolutely critical to operations and the purchase does not violate the Governor's General Purchasing Ban. Additionally, the issuing agency conducted due diligence before issuing a solicitation via positive vendor affirmation and determined that there was sufficient competition due to the prevalence of teleworking allowing a preponderance of suppliers to have access to respond to the solicitation. The phased reopening of counties across the Commonwealth also allowed suppliers to respond to the solicitation in advance of execution of this Contract and work initiation dates. However, this does not alleviate agency responsibility to request approval to issue purchase orders against this Contract.

Contract Administrator:  
Nicole Moyer, Commodity Specialist  
phone: 717-346-3273  
email: nicomoyer@pa.gov

Emergency contact for Snow Removal:  
Keith Moyer  
717-554-5877  
kmoyer@lewinc.com

No further information for this Contract

**Information:**



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No further information for this Contract

**Information:**

**STATEMENT OF WORK  
SNOW REMOVAL SERVICES  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG CAPITOL COMPLEX  
Revised 11/10/15**

**OVERVIEW:** The Pennsylvania Department of General Services (DGS) has issued this Invitation for Bid (IFB) seeking a qualified supplier to provide Snow Removal Services for the Harrisburg Capitol Complex. Services are to include all labor, equipment, materials, and supervision to pile, load, and haul snow, sleet, ice, or any combination thereof, away to a dumpsite provided by the Commonwealth. Services are to be provided on a will-call basis. The Contractor must be available twenty-four (24) hours a day, seven (7) days a week, including all Commonwealth Holidays.

**SCOPE OF WORK:** The services under this Contract will cover the Harrisburg Capitol Complex area. Refer to **Exhibit 1, Snow Hauling Areas**, for a map of the Harrisburg Capitol Complex snow hauling areas. The awarded Contractor will be required to pile, load, and haul snow, sleet, ice, or any combination thereof, from the locations identified on Exhibit 1. In addition, when an accumulation of 10 inches or more occur the Contractor will be responsible to pile, load, and haul snow, sleet, ice, or any combination thereof, from the outlying building parking lot areas at the 18<sup>th</sup> and Herr Streets Complex and 22<sup>nd</sup> and Forster Streets Building. Official snowfall depths at time of service will be determined by the National Weather Service report for the City of Harrisburg. No equipment or operators are to begin work without proper notification from the Property Administration Office or Building Maintenance Manager. The Commonwealth will mark all fire hydrants with flagged metal rods. Refer to **Exhibit 2, Hydrant Locations**, for a map indicating the location of all hydrants.

**PRICING:** Bidders shall provide a price per occurrence for Snow Piling, Loading, and Hauling Services for each of the snowfall depths identified on **Appendix A, Bid Item Sheet**, of this IFB. Prices are required on Section 1 and 1a of the Bid Item Sheet for all snowfall depths identified; the pricing shall be entered as a total cost per inch. As stated above, the official snowfall depths at time of service will be determined by the National Weather Service report for the City of Harrisburg. In Section 2 of the Bid Item Sheet, bidders may include an additional cost for Preparedness Services such as securing and preparing equipment for snow work, checking batteries and heaters, procurement of miscellaneous snow removal supplies, preparing cutting edges, etc. If the awarded Contractor performs services on this contract, for any amount of snowfall during a contract year, the Preparedness Services cost does not apply for that year.

**METHOD OF AWARD:** This will be a single award Contract to the lowest, responsive and responsible bidder, determined by the Grand Total Cost for all prices provided in Section 1 and Section 2, only. The *Over 25" Category* may or may not be utilized for services under this Contract and will not be included in determining award of this contract.

**SITE VISIT/PRE-BID CONFERENCE:** Supplementing the provisions set forth in Part I.3 IFB-008.1B of the Contract Terms and Conditions, the pre-bid conference will also include a site visit to be held on **November 5, 2015 at 9:00 A.M at Facilities Management Office, North Office Building, Room 414 Conference Room, Harrisburg, PA.** The purpose of the site visit/pre-bid conference is to provide the opportunity for clarification of the bid and to physically view the job site(s). Bidders are asked to limit their representation to two individuals at the site visit. The site visit/pre-bid conference is for informational purposes only. **Attendance at the site visit/pre-bid conference is mandatory.**

Bidders who have questions concerning this IFB and the requirements should forward all questions via email (with the subject line "IFB 6100036133 Question") to Ann Kimmel at [akimmel@pa.gov](mailto:akimmel@pa.gov). Questions should be submitted by Close of Business on **November 6, 2015**. Bidders may also ask questions at the site visit/pre-bid conference. All questions and

**STATEMENT OF WORK  
SNOW REMOVAL SERVICES  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG CAPITOL COMPLEX  
Revised 11/10/15**

written answers will be posted on the Department of General Services' website, eMarketplace, and to the PA Supplier Portal, as an addendum to, and shall become part of this IFB.

**SERVICE REQUIREMENTS:**

- ❑ The Contractor will be required to provide services during the hours of 5:30 P.M. to 6:30 A.M. e.s.t. on normal Commonwealth of Pennsylvania business days.
- ❑ The Contractor will be required to provide services on weekends and official Commonwealth Holidays prior to 6:30 A.M. of the next business day. Official Commonwealth Holidays are updated annually and published on the Office of Administration's website under the Directives Management System as an Administrative Circular. The Contractor will be responsible for downloading the updated Holiday listing using the above link.
- ❑ The Contractor must utilize the appropriate types and amount of equipment, and operators, necessary so that the Harrisburg Capitol Complex area and its outlying buildings can be open on the next business day.
- ❑ The Contractor must provide an emergency telephone number, which is accessible 24 hours, seven days a week. The Commonwealth must be able to be in contact with a Contractor representative as Contract needs require.
- ❑ The Contractor must be on site and providing services within three (3) hours of receiving notification by the Property Administration Office or Building Maintenance Manager. The Contractor must remain on site until DGS Personnel are satisfied that all work has been completed.
- ❑ All Contractor equipment operators must have current Pennsylvania Commercial Drivers licenses for specific categories according to the trucks and equipment being operated.
- ❑ The Contractor will be responsible for any and all damages to Commonwealth, City or private property which occurs, as a result of actions by the Contractor, either before, during or after snow removal operations.
- ❑ As snowfall is predicted and accumulates, additional equipment and operators must be provided.
- ❑ If the Contractor does not report at the designated time and/or forces any Commonwealth facilities to remain closed due to the inability of the Contractor to supply the necessary equipment and operators, the Contractor will be required to pay any extra costs incurred by the Commonwealth to remove snow.
- ❑ When an accumulation of 10 inches or more occurs the Contractor will be responsible to pile, load, and haul snow, sleet, ice, or any combination thereof, from the outlying building parking lot areas at the 18<sup>th</sup> and Herr Streets Complex and 22<sup>nd</sup> and Forster Streets Building.

**EQUIPMENT REQUIREMENTS:** The following equipment list has been identified as the minimum requirements necessary to meet the needs for snow removal for the Harrisburg Capitol Complex. The awarded Contractor must be able to meet these minimum equipment requirements. The Awarded Contractor must make available upon notification this equipment, with ample operators.

**STATEMENT OF WORK  
SNOW REMOVAL SERVICES  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG CAPITOL COMPLEX  
Revised 11/10/15**

□

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DEPARTMENT OF GENERAL SERVICES  
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- ❑ 3 Rubber Tire Loaders, each having a minimum sized three (3) cubic yard bucket
- ❑ 8 Tri-axle Dump Trucks
- ❑ 4 Tandem Dump Trucks
- ❑ 1 Track Loader: A maximum of one (although it may or may not be utilized) to keep snow pushed back at our designated dumping site or sites. No Track Loaders will be permitted on Commonwealth Streets.

Bidders must complete **Appendix B, Equipment Requirements**, and submit the completed document with their bid. Failure to submit the completed Appendix B with their bid may result in rejection of their bid. Bidders must identify on Appendix B how the minimum required equipment will be made available (leased, owned, etc.) and how it will be located within close proximity to the Harrisburg Capitol Complex in order to meet the response times as set forth in the Service Requirements of this Statement of Work. The Commonwealth of Pennsylvania reserves the right to physically inspect the bidders' equipment fleet at the location where it is headquartered prior to award of this Contract.

**PERFORMANCE BOND:** The awarded Contractor will be required to furnish a performance bond equal to 10% of the value of the contract's initial term. The performance bond shall be for the entire period of contract, including renewals. The Contractor must submit the performance bond to the Contracting Officer, identified herein, within ten (10) business days after notification of award. Failure to comply with this requirement in the specified time period may result in rejection of your bid and award to the next low bidder.

**PAYMENT FOR SERVICES:** Supplementing the provisions set forth in Part V.23 CONTRACT-016.1 of the Contract Terms and Conditions, payments will be made through a submitted invoice, based on the official depth of snow fall recorded by the National Weather Service for the City of Harrisburg on the date of service. An original invoice must be submitted in accordance with the instructions identified in the Terms and Conditions and a copy shall be submitted to the Property Administration Office at the following address:

Mary Masland  
Department of General Services  
Property Administration Office  
401 North Street  
North Office Building, Room 414  
Harrisburg, PA 17125

**POST AWARD ADMINISTRATION:** The Contractors' performance shall be monitored and evaluated in accordance with the requirements outlined in the Contract. 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.

**ISSUING OFFICE:** The Issuing Office is the primary point of contact for this Invitation for Bid (IFB) and for any issues relating to the terms and conditions of the awarded Contract. All questions regarding this IFB should be submitted to the Contracting Officer via E-mail at the address below:

**STATEMENT OF WORK  
SNOW REMOVAL SERVICES  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG CAPITOL COMPLEX  
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Ann Kimmel, Contracting Officer  
Department of General Services  
Bureau of Procurement  
6<sup>th</sup> Floor, 555 Walnut Street  
Harrisburg, PA 17101-1914  
Telephone: (717) 346-2674  
Fax: (717) 783-2641  
Email: [akimmel@pa.gov](mailto:akimmel@pa.gov)

Upon award, any questions regarding service requirements and/or specific job-related service questions shall be directed to the Building Maintenance Manager, Steve Zeigler, via telephone at (717) 787-4831, or email [szeigler@pa.gov](mailto:szeigler@pa.gov).

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## **PART I - GENERAL INFORMATION**

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

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

The Commonwealth of Pennsylvania (Commonwealth) is issuing this Invitation for Bids (IFB) to meet the needs of DEPARTMENT OF GENERAL SERVICES to satisfy a need for SNOW REMOVAL SERVICE - HARRISBURG CAPITOL COMPLEX.

#### **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 contract containing the Contract Terms and Conditions as shown in Part V of this IFB.

#### **I.3 IFB-008.1B Mandatory Pre-bid Conference (Oct. 2006)**

The Issuing Office will hold a pre-bid conference. The purpose of this conference is to provide opportunity for clarification of the IFB. Bidders should forward all questions before the pre-bid conference. Bidders may also ask questions at the conference. In view of the limited facilities available for the conference, Bidders should limit their representation to two individuals per Bidder. The pre-bid conference is for information only. Any answers furnished during the conference will not be official until they have been verified, in writing, by the Issuing Office. **Failure to attend the pre-bid conference shall disqualify a Bidder from consideration for the contract to be awarded from this IFB, and its bid will be returned unopened.** The pre-bid conference will be held on 11/05/2015 at 9:00 AM, FACILITIES MANAGEMENT CONFERENCE ROOM, 414 NORTH OFFICE BUILDING, HARRISBURG, PA .

#### **I.4 IFB-008.2 Mandatory Site Visitation (Oct. 2006)**

All bidders, prior to submitting a bid, must visit the site to completely familiarize themselves with all of the agency's needs and requirements. Vendor shall contact STEVE ZEIGLER at 717-787-4831 to schedule an appointment to visit the site.

#### **I.5 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.6 IFB-010.1 Addenda to the IFB (Oct. 2006)**

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

#### **I.7 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.8 IFB-024.1 Bid Protest Procedure (Oct 2006)**

a. **Who May File the Protest.** Any Bidder or prospective bidder who is aggrieved in connection with the IFB or award of the contract solicitation or award of a contract may file a protest. Protests relating to cancellation of invitations for bids and protests relating to the rejection of all bids are not permitted. A Bidder is a person that submits a bid in response to the IFB. A prospective bidder is a person that has not submitted a bid in response to the IFB.

b. **Time for Filing.**

1) If a protest is submitted by a prospective bidder, the protest must be filed before bid opening time or proposal receipt date.

2) If a protest is filed by a Bidder, the protest must be filed within seven days after the protesting Bidder knew or should have known of the facts giving rise to the protest EXCEPT THAT IN NO EVENT MAY A PROTEST BE FILED LATER THAN SEVEN (7) DAYS AFTER THE DATE THE CONTRACT OR PURCHASE ORDER WAS AWARDED. Date of filing is the date of receipt of protest.

3) Untimely filed protests shall be disregarded.

c. **Form of Protest.**

1) A protest must be in writing and filed with the agency head (or designee) of the purchasing agency.

2) A protest must state all grounds upon which the protesting party asserts that the solicitation or award was improper. Issues not raised by the protesting party in the protest are deemed waived and may not be raised on appeal.

3) The protesting party may submit with the protest any documents or information deemed relevant.

d. **Notice of Protest** If award has been made, the agency head (or designee) shall notify the successful Bidder or contractor of the protest. If the protest is received before award and substantial issues are raised by the protest, all Bidders who appear to have a substantial and reasonable prospect of winning the award shall be notified and may file their agreement/disagreement with the purchasing agency within three (3) days after receipt of notice of the protest.

e. **Stay of Procurement.** The head of the purchasing agency (or designee) shall immediately decide, upon receipt of the protest, whether or not the solicitation or award shall be stayed, or if the protest is timely received after the award, whether the performance of the contract should be suspended. The Issuing Office shall not proceed further with the IFB or with the award of the contract, and shall suspend performance under the contract if

awarded, unless the agency head of the purchasing agency makes a written determination that the protest is clearly without merit or that award of the contract/purchase order without delay is necessary to protect the substantial interests of the Commonwealth.

**f. Procedures.**

- 1) **Contracting Officer Response.** Within fifteen (15) days of the receipt of a protest, the contracting officer may submit a written response to the head of the purchasing agency (or designee). The response may include any documents or information that the contracting officer deems relevant to the protest.
- 2) **Protesting Party Reply.** Within ten (10) days of the date of the contracting officer response, the protesting party may file a written reply.
- 3) **Review.** The head of the purchasing agency (or designee) shall:
  - a) Review the protest and any response or reply.
  - b) Request and review any additional documents or information he deems necessary to render a decision.
  - c) Give the protesting party and the contracting officer reasonable opportunity to review and address any additional documents or information requested by the agency head.
  - d) In his sole discretion, conduct a hearing.
  - e) Within sixty (60) days of the receipt of the protest, issue a written determination stating the reasons for the decision.
  - f) If additional time is required to investigate the protest, inform the protesting party of the additional time needed to render a determination and obtain the protesting party's consent.
- 4) **"Clearly Without Merit" Determinations.** If the head of the purchasing agency (or designee) determines, upon receipt, that the protest is clearly without merit and does not stay the procurement, the head of the purchasing agency (or designee) shall immediately issue the decision as required by Subparagraph h below.

**g. Settlement.** The Issuing Office has the authority to settle and resolve bid protests.

**h. Decision.** The head of the purchasing agency (or designee) shall promptly, but in no event later than sixty (60) days from the filing of the protest, issue a written decision. The decision shall:

- 1) State the reasons for the decision.
- 2) If the protest is denied, inform the protesting party of its right to file an appeal in Commonwealth Court within fifteen (15) days of the mailing date of the decision.
- 3) If it is determined that the solicitation or award was contrary to law, enter an appropriate order.

The agency head (or designee) shall send a copy of the decision to the protesting party and any other person determined by the agency head (or designee) to be affected by the decision.

**I.9 IFB-025.1 Electronic Version of this IFB (Oct 2006)**

### **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 (Oct 2013)**

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.

## **PART II - REQUIREMENTS**

### **PART II - REQUIREMENTS**

#### **II.1 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.2 II-IFB-016.1 Post-Submission Descriptive Literature (Dec 2006)**

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



## **PART III - SELECTION CRITERIA**

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

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

To be eligible for selection, a bid must be:

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

#### **III.2 III-IFB-006.1a Method of Award (February 2012)**

It is the intent of the Commonwealth to make a single award of item(s) listed in the IFB to the lowest responsive and responsible bidder. The Commonwealth reserves the right to award by line item if it determines that it is in the best interest of the Commonwealth to do so.

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

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

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

All tie bids will be broken by the Issuing Office.

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

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

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

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

**PART IV - WORK STATEMENT**

**PART IV - WORK STATEMENT**

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

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

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

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

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

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

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

The initial term of the Contract shall be 03 year(s) and 00 month(s).

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

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

#### **V.3 CONTRACT-002.2d Renewal of Contract Term; Adjusted Prices - Fixed Percentage (Oct 2013)**

The Contract may be renewed for a maximum of 2 additional 1 year term(s), so long as Commonwealth provides written notice to Contractor of its intention to extend the Contract by letter prior to the expiration of the term of the agreement, or any extension thereof. The Commonwealth may exercise the renewal as individual year or multiple year term(s). Any renewal will be under the same terms, covenants and conditions, provided, however, that the rates under the contract may be increased up to 3.00 % during each renewal term. No further document is required to be executed to renew the term of the contract.

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

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

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

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

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

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

The Commonwealth and the Contractor specifically agree as follows:

- a. No handwritten signature shall be required in order for the Contract to be legally enforceable.
- b. The parties agree that no writing shall be required in order to make the Contract legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine Contract or acknowledgement issued electronically under the provisions of a statute of frauds or any other

applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine Contract or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of a genuine Contract or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Contract or acknowledgement were not in writing or signed by the parties. A Contract or acknowledgement shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.

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

#### **V.6 CONTRACT-004.1a Definitions (Oct 2013)**

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

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

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

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

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

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

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

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

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

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

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

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

b. The parties agree that no writing shall be required in order to make the Purchase Order legally binding. The parties hereby agree not to contest the validity or enforceability of a Purchase Order or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any Purchase Order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative

proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Purchase Orders or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Purchase Order or acknowledgement were not in writing or signed by the parties. A Purchase Order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **V.17 CONTRACT-014.1 Post-Consumer Recycled Content (Oct 2013)**

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 <http://www.epa.gov/epawaste/consERVE/tools/cpg/index.htm> .

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

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

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

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

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

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

#### **V.21 CONTRACT-015.2 Billing Requirements (February 2012)**

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

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

- Total price; and
- Delivery date of supplies or services.

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

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

#### **V.22 CONTRACT-015.5 Price Adjustment - Maximum Percentage (Oct 2013)**

The Contractor may increase the rates to be paid by the Commonwealth under the contract by no more than % on a/an basis. The Contractor shall give at least days prior notice of a price increase.

#### **V.23 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 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.24 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.25 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.26 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.27 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.28 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.29 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.30 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.31 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.32 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.33 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.34 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.35 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (March 2015)**

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
3. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
4. The Contractor and each subcontractor shall not discriminate in violation of PHRA and applicable federal laws against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
5. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Small Business Opportunities (BSBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
7. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

8. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

### V.36 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.37 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.38 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.39 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.40 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.41 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.42 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.43 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.44 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.45 CONTRACT-036.1 Background Checks (Oct 2013)**

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 (January 30, 2008) 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.46 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.47 CONTRACT-045.1 Insurance - General (Dec 12 2006)**

The Contractor is required to have in place during the term of the Contract and any renewals or extensions thereof, the following types of insurance, issued by companies acceptable to the Commonwealth and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:

- A. **Worker's Compensation Insurance** for all of the Contractor's employees and those of any subcontractor, engaged in work at the site of the project as required by law.
- B. **Public Liability and Property Damage Insurance** to protect the Commonwealth, the Contractor, and any and all subcontractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death and damage to property including the loss of use resulting from any property damage, which may arise from the activities performed under the Contract or the failure to perform under the Contract, whether such performance or non-performance be by the Contractor, by any subcontractor, or by anyone directly or indirectly employed by either. The minimum amounts of coverage shall be \$250,000 per person and \$1,000,000 per occurrence for bodily injury, including death, and \$250,000 per person and \$1,000,000 per occurrence for property damage. Such policies shall be occurrence rather than claims-made policies and shall not contain any endorsements or any other form designated to limit and restrict any action by the Commonwealth, as an additional insured, against the insurance coverage in regard to work performed for the Commonwealth.

Prior to commencement of the work under the Contract and at each insurance renewal date during the term of the Contract, the Contractor shall provide the Commonwealth with current certificates of insurance. These certificates or policies shall name the Commonwealth as an additional insured and shall contain a provision that the coverage's afforded under the policies will not be cancelled or changed until at least thirty (30) days written notice has been given to the Commonwealth.

The Commonwealth shall be under no obligation to obtain such certificates from the Contractor(s). Failure by the Commonwealth to obtain the certificates shall not be deemed a waiver of the Contractor's obligation to obtain and furnish certificates. The Commonwealth shall have the right to inspect the original insurance policies.

**V.48 CONTRACT-048.1c Contract Performance Security (Oct 2013)**

The Contractor is required, no later than ten (10) days after the Contract Effective Date, to submit performance security in the amount of 10.00 % of the total price of the contract. Performance security must be in the form of a specific performance bond, an irrevocable letter of credit or a certificate of deposit, all in a form acceptable to the Commonwealth, or a certified check or a bank cashier's check drawn to the order of the "Commonwealth of Pennsylvania". If the Contractor elects to submit a specific performance bond, the Commonwealth standard specific performance bond, GSPUR-55 is attached and should be used. All performance security shall be conditioned for faithful performance of the contract or purchase order(s). Failure to provide performance security within ten (10) days after the Contract Effective Date shall be considered an event of default.

Where the Contractor does not comply with the Contract or a purchase order, the amount of the Commonwealth's damages shall be liquidated to the amount of the proceeds of the check, performance bond, letter of credit, certificate of deposit, or escrow account or the Commonwealth may, at its option, bring legal action against the Contractor or its surety for the damages it has suffered for any default, in which case security held by the Commonwealth shall be applied as a credit in such suit for damages. Checks deposited with the Commonwealth as security shall be placed

in authorized state depositories by the Treasury Department as required by the Fiscal Code, 72 P.S. Section 301. Checks shall be returned to contractors upon completion of the performance of their obligations under the Contract or purchase order. If an irrevocable letter of credit, certificate of deposit, or escrow account is submitted, the document must require the financial institution to pay to the Commonwealth, upon written notice, the amount demanded by the Commonwealth up to the amount of the irrevocable letter of credit, escrow account, or certificate of deposit.

**V.49 CONTRACT-051.1 Notice (Dec 2006)**

Any written notice to any party under this Contract shall be deemed sufficient if delivered personally, or by facsimile, 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.50 CONTRACT-052.1 Right to Know Law (Feb 2010)**

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

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

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

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

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

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

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

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

provided by the RTKL if the fee schedule is inapplicable.

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

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

**REVISED 11-10-15  
APPENDIX A, BID ITEM SHEET  
SNOW REMOVAL SERVICES  
HARRISBURG CAPITOL COMPLEX**

**Instructions:**

1. Section 1 and 1a: Bidders shall provide price quotations for Snow Piling, Loading, and Hauling Services for each Category of Inches identified in Section 1 and 1a. The pricing shall be entered as a total cost per inch. Snowfall depth at time of service will be officially determined by the National Weather Service report for the City of Harrisburg.
2. Section 2: Bidders may include a separate cost for Preparedness Services. Definition of Preparedness Services is defined below.
3. The award will be determined on the Grand Total Cost for all prices provided in Section 1 and Section 2, only. The Over 25" Category may or may not be utilized for services under this Contract and will not be included in determining award of this contract.

CONTRACTOR NAME:	VENDOR NUMBER:
Leon E. Wintermyer, Inc.	121248

**Section 1**

Year 1		Year 2		Year 3	
Category # of Inches	Per Inch Cost	Category # of Inches	Per Inch Cost	Category # of Inches	Per Inch Cost
4" to 7"	\$ 8,630.00	4" to 7"	\$ 9,060.00	4" to 7"	\$ 9,515.00
8" to 11"	\$ 7,310.00	8" to 11"	\$ 7,680.00	8" to 11"	\$ 8,060.00
12" to 15"	\$ 6,760.00	12" to 15"	\$ 7,100.00	12" to 15"	\$ 7,460.00
16" to 20"	\$ 5,920.00	16" to 20"	\$ 6,220.00	16" to 20"	\$ 6,530.00
21" to 25"	\$ 6,170.00	21" to 25"	\$ 6,480.00	21" to 25"	\$ 6,805.00
<b>TOTAL</b>	\$ 34,790.00	<b>TOTAL</b>	\$ 36,540.00	<b>TOTAL</b>	\$ 38,370.00

**Section 1a**

The below category may or may not be utilized for services under this Contract and will not be included in determining award of this contract.

Year 1		Year 2		Year 3	
Category # of Inches	Per Inch Cost		Per Inch Cost		Per Inch Cost
OVER 25"	\$ 7,950.00	OVER 25"	\$ 8,350.00	OVER 25"	\$ 8,765.00

**Section 2**

Preparedness Services: Includes securing and preparing equipment for snow work, checking batteries and heaters, procurement of miscellaneous snow removal supplies, preparing cutting edges, etc.

Year 1		Year 2		Year 3	
	Total Cost		Total Cost		Total Cost
Preparedness Costs	\$ 12,000.00	Preparedness Costs	\$ 13,000.00	Preparedness Costs	\$ 14,000.00

Grand Total Cost	\$ 148,700.00
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**REVISED 11-10-15  
APPENDIX A, BID ITEM SHEET  
SNOW REMOVAL SERVICES  
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CONTRACTOR NAME:	VENDOR NUMBER:

**Section 1**

Year 1		Year 2		Year 3	
Category # of Inches	Per Inch Cost	Category # of Inches	Per Inch Cost	Category # of Inches	Per Inch Cost
4" to 7"	8230 <sup>00</sup>	4" to 7"	8650 <sup>00</sup>	4" to 7"	9100 <sup>00</sup>
8" to 11"	7000 <sup>00</sup>	8" to 11"	7400 <sup>00</sup>	8" to 11"	7800 <sup>00</sup>
12" to 15"	6460 <sup>00</sup>	12" to 15"	6800 <sup>00</sup>	12" to 15"	7150 <sup>00</sup>
16" to 20"	5920 <sup>00</sup>	16" to 20"	6220 <sup>00</sup>	16" to 20"	6530 <sup>00</sup>
21" to 25"	5900 <sup>00</sup>	21" to 25"	6200 <sup>00</sup>	21" to 25"	6510 <sup>00</sup>
<b>TOTAL</b>	\$ 33510 <sup>00</sup> -	<b>TOTAL</b>	\$ 35270 <sup>00</sup> -	<b>TOTAL</b>	\$ 37090 <sup>00</sup> -

**Section 1a**

The below category may or may not be utilized for services under this Contract and will not be included in determining award of this contract.

Year 1		Year 2		Year 3	
Category # of Inches	Per Inch Cost	Category # of Inches	Per Inch Cost	Category # of Inches	Per Inch Cost
OVER 25"	7950 <sup>00</sup>	OVER 25"	8350 <sup>00</sup>	OVER 25"	8765 <sup>00</sup>

**Section 2**

Preparedness Services: Includes securing and preparing equipment for snow work, checking batteries and heaters, procurement of miscellaneous snow removal supplies, preparing cutting edges, etc.

Year 1		Year 2		Year 3	
Preparedness Costs	Total Cost	Preparedness Costs	Total Cost	Preparedness Costs	Total Cost
Preparedness Costs	12000 <sup>00</sup>	Preparedness Costs	13000 <sup>00</sup>	Preparedness Costs	14000 <sup>00</sup>

Grand Total Cost	\$ 144870 <sup>00</sup> -
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**APPENDIX B  
SNOW REMOVAL SERVICES  
HARRISBURG CAPITOL COMPLEX**

**EQUIPMENT REQUIREMENTS**

<b>CONTRACTOR NAME</b>	<b>VENDOR #</b>	<b>FEDERAL ID #</b>
Leon E. Wintermyer, Inc.	121248	23-1901273

<b>Equipment</b>	<b>Required Quantity</b>	<b>Specifications</b>
Rubber Tire Loader	3	Each Rubber Tire Loader must have a minimum sized three (3) cubic yard bucket.
Tri-axle Dump Truck	8	n/a
Tandem Dump Truck	4	n/a
Track Loader	1	Track Loader may or may not be utilized to keep snow pushed back at DGS designated dumping site or other sites. No Track Loaders will be permitted on Commonwealth Streets.

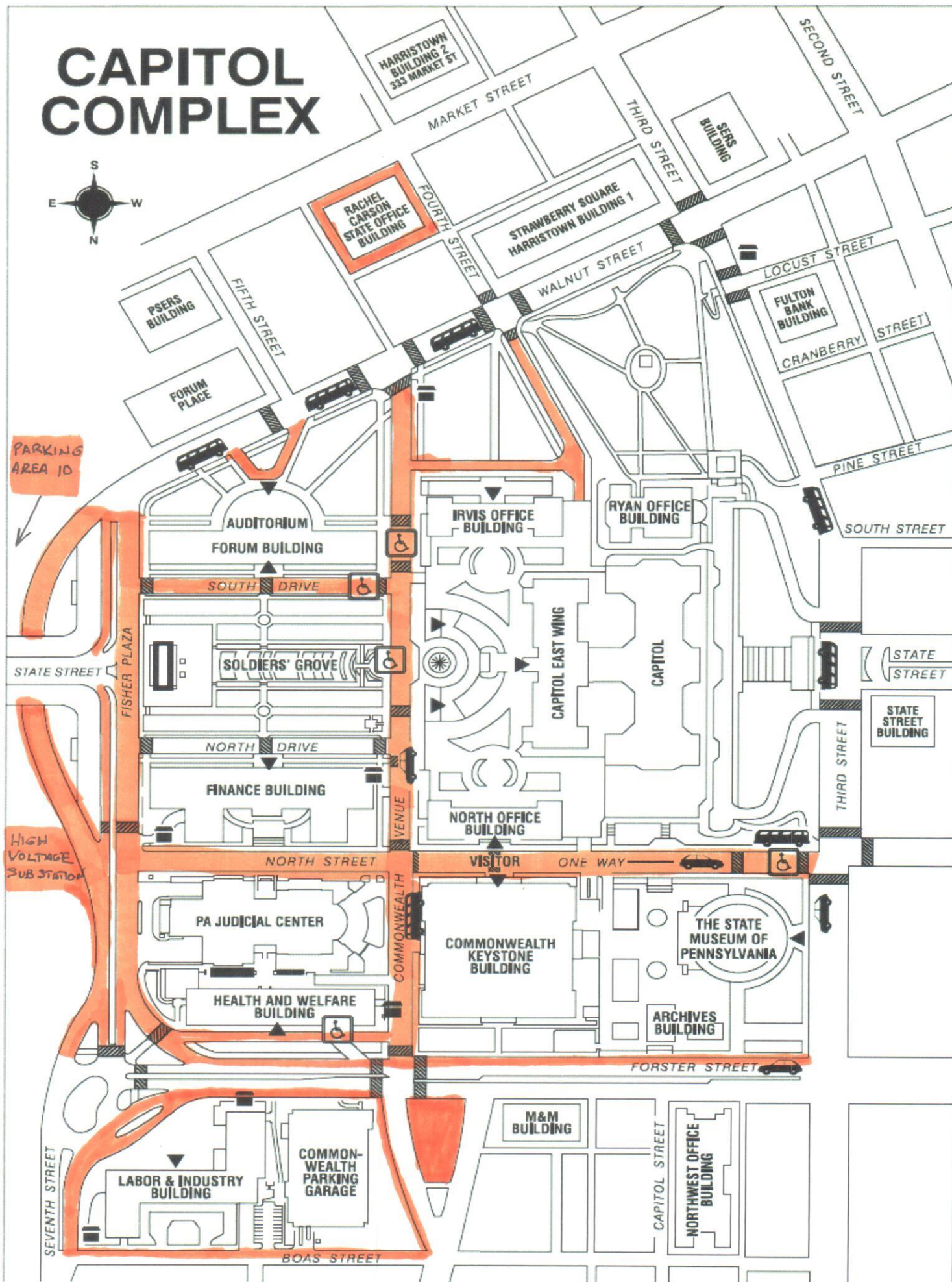
**Describe below how the above minimum required equipment will be made available (leased, owned, etc.) and describe how equipment will be located within close proximity to the Harrisburg Capitol Complex in order to meet the response time requirements set forth in Section 6 of the Statement of Work.**

We anticipate providing equipment from in house resources and/or major local equipment distributors. Our office is in the Harrisburg vicinity and our equipment providers are also very local to the Capital Complex.

*Commonwealth reserves the right to physically inspect contractor's equipment fleet at the location where the equipment is headquartered prior to award of this contract.*

Contractor Snow Hauling Areas – Exhibit “1”

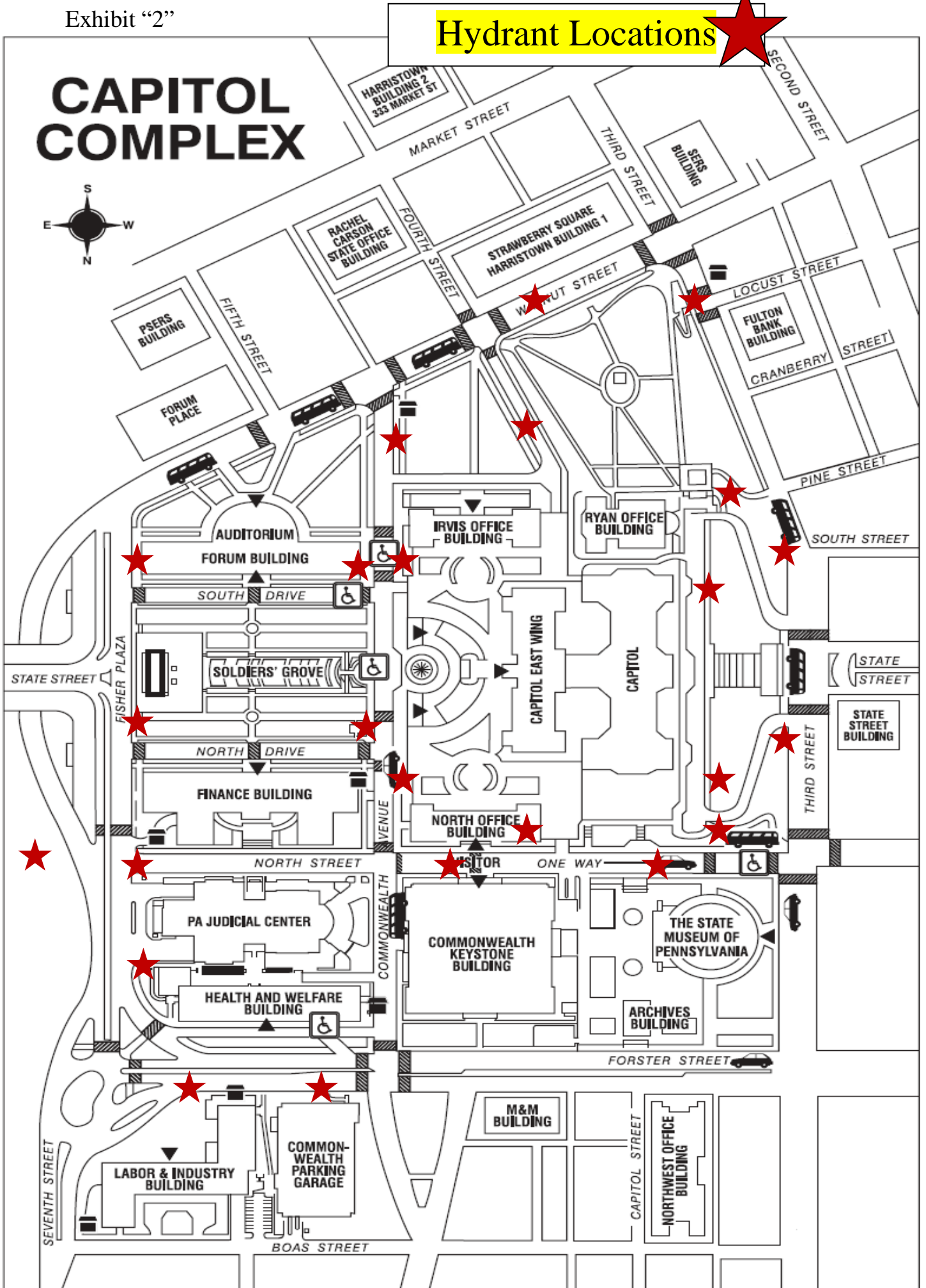
# CAPITOL COMPLEX



# Hydrant Locations



# CAPITOL COMPLEX



**ASSIGNMENT AGREEMENT**

FOR VALUE RECEIVED, the undersigned Assignor hereby assigns, transfers, and sets over to Assignee all rights, title and interest held by the Assignor in and to the following described contract:

**CONTRACT/PO # 4400015286**

<b>Assignor:</b>		<b>Assignee:</b>	
<b>Name:</b>	LEON E WINTERMYER INC	<b>Name:</b>	LEW Site Construction LLC
<b>Address</b>	220 Yocumtown Rd Etters, PA 17319	<b>Address</b>	1239B Centre Tpk. Orwigsburg, PA 17319
<b>EIN #</b>	23-1901273	<b>EIN #</b>	85-1987104
<b>Vendor #</b>	121248	<b>Vendor #</b>	0000543674

The Assignor warrants and represents that said contract is in full force and effect and fully assignable.

The Assignee hereby assumes and agrees to perform all remaining and executory obligations of Assignor under the contract and agrees to indemnify and hold the Assignor harmless from any claim or demand resulting from non-performance by the Assignee.

The Assignee additionally hereby assumes and agrees to perform all remaining and executory obligations of Assignor under any outstanding purchase orders issued under the contract and hold the Assignor harmless from any claim or demand resulting from non-performance by the Assignee.

The Assignee shall be entitled to all monies remaining to be paid under the contract, which rights are also assigned hereunder.

The Assignor warrants that the contract is without modification, and remains on the terms contained.

The Assignor further warrants that it has full right and authority to transfer said contract and that the contract rights herein transferred are free of lien, encumbrance or adverse claim.

This assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns.

Signed this 5th day of August, 2020.

Jared L. Wintermyer, Assignor  
**Name** Jared L. Wintermyer  
 President  
 Title \_\_\_\_\_  
 \_\_\_\_\_, 08/05/2020  
 Date Signed

Heath Meyer, Assignee  
**Name** Heath Meyer  
 President  
 Title \_\_\_\_\_  
 \_\_\_\_\_, 8/5/2020  
 Date Signed

**BILL OF SALE, ASSIGNMENT OF INTERESTS,  
AND ASSUMPTION AGREEMENT**

This BILL OF SALE, ASSIGNMENT OF INTERESTS, AND ASSUMPTION AGREEMENT dated September 9, 2020 (the “Effective Date”) by and between **LEON E. WINTERMYER, INC.**, a Pennsylvania corporation with an address at 220 Yocumtown Road, Etters, Pennsylvania 17319 (the “Seller”) and **LEW SITE CONSTRUCTION LLC**, a Pennsylvania limited liability company with an address at 1239 Centre Turnpike, Orwigsburg, Pennsylvania 17961 (the “Buyer”).

**BACKGROUND**

WHEREAS, Buyer entered into an Asset Purchase Agreement with Seller dated September 9, 2020 (the “Purchase Agreement”), pursuant to which Buyer is purchasing certain assets from Seller as described in the Purchase Agreement (the “Assets”), a copy of Section 1.1 of the Purchase Agreement is attached hereto as Exhibit A; and

WHEREAS, Buyer has agreed to acquire from Seller, and Seller has agreed to bargain, sell, assign, transfer and convey to Buyer, all of Seller’s right, title and interest in and to the Assets; and

WHEREAS, the parties hereto desire to carry out such transactions by this Agreement and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, and in consideration of the premises and mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:

A. Bill of Sale and Assignment.

1. As of the Effective Date, Seller hereby sells, assigns, transfers and conveys to Buyer, and Buyer hereby purchases, acquires and accepts the Assets. TO HAVE AND TO HOLD the Assets unto the Buyer, its successors and assigns, for its own use and behalf forever.

2. It is the intention of Seller to transfer irrevocably the absolute right, title and interest in and to the Assets to the Buyer.

3. Seller lawfully owns and has the legal power to sell, assign and transfer to Buyer, good, marketable and full legal, equitable and beneficial title to the Assets, and such Assets will be conveyed to Buyer free and clear of all debts, claims, mortgages, security interests, liens, encumbrances, pledges, options, conditional sale and other agreements, restrictions or other similar arrangements whatsoever, except as disclosed in the Purchase Agreement and as may be expressly assumed by the Buyer but only to the extent specifically agreed in the Purchase Agreement.

B. Assumption of Assumed Liabilities. Seller hereby irrevocably grants, assigns, transfers and conveys to Buyer and Buyer hereby irrevocably accepts the assignment of: (i) the obligations which arise out of the actions of Buyer with respect to the Assets from and after the Effective Date; (ii) all liabilities and obligations with respect to the performance under the Seller Contracts (as defined in the Purchase Agreement) from and after the Effective Date; and (iii) Assumed Liabilities (as defined and listed in Schedule 1.4(a) of the Purchase Agreement) assumed by Buyer as stated in the Purchase Agreement.

C. Further Assurances. From time to time after the date hereof, at Buyer's request and without further consideration from Buyer (other than reimbursement of out of pocket expenses), Seller hereby agrees to execute and deliver such other instruments of conveyance and transfer and to take such other action as Buyer may reasonably require to more effectively convey, transfer to and vest in Buyer the Assets. Without limiting the generality of the foregoing, Seller covenants and agrees that, from time to time at the request of Buyer and without further consideration (other than reimbursement of out of pocket expenses), Seller will execute, deliver and acknowledge (or cause to be executed, delivered and acknowledged) all such other instruments, documents and agreements and take, do and perform all such other acts as may reasonably be required in order to vest in and confirm to Buyer the title of Seller to, and their right to use and enjoy, the Assets hereby agreed to be and intended to be conveyed to Buyer.

D. Miscellaneous.

1. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns.

2. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania to the full extent permitted by applicable law, without giving effect to the conflicts of law principles thereof.

3. The use of any singular term shall include the plural and vice versa.

4. Defined terms as used in the Agreement shall have the meanings set forth in the Purchase Agreement.

5. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. An electronic facsimile signature or other electronic means shall be deemed a valid signature for all purposes.

Nothing contained herein is intended to enlarge or diminish the covenants, representations and warranties regarding the Assets contained in the Purchase Agreement, which representations and warranties shall survive the execution and delivery of this Agreement as set forth in the Purchase Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as an instrument under seal the day and year first set forth above.

**SELLER**

**LEON E. WINTERMYER, INC.**

By: \_\_\_\_\_

Name: Jarod L. Wintermyer

Title: President

**BUYER**

**LEW SITE CONSTRUCTION LLC**

By:  \_\_\_\_\_

Name: Keith Moyer

Title: President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as an instrument under seal the day and year first set forth above.

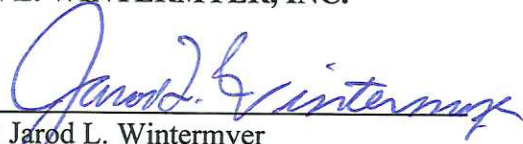
**SELLER**

**LEON E. WINTERMYER, INC.**

By: \_\_\_\_\_

Name: Jarod L. Wintermyer

Title: President



**BUYER**

**LEW SITE CONSTRUCTION LLC**

By: \_\_\_\_\_

Name: Keith Moyer

Title: President



**EXHIBIT A**

**Section 1.1 of the Purchase Agreement**

a. Assets to be Sold. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, but effective as of the Effective Time, Seller shall sell, convey, assign, transfer and deliver to Purchaser, and Purchaser shall purchase and acquire from Seller, free and clear of any Encumbrances other than those described, all of Seller's right, title and interest in and to all assets used in the Business, wherever located, including, but not limited to, the following (but excluding the Excluded Assets):

- i. all Tangible Personal Property, including those items described in Schedule 1.1(a);
- ii. all Inventories;
- iii. all Accounts Receivable;
- iv. all Contracts, including those listed in Schedule 1.1(d) (the "**Seller Contracts**"), and all outstanding offers, bid proposals or solicitations made by or to Seller to enter into any Contract, in each case to the extent transferable to Purchaser;
- v. all Governmental Authorizations and all pending applications therefor or renewals thereof, in each case to the extent transferable to Purchaser;
- vi. all data and business records related to the operations of Seller, including client and customer lists, current contracts and contracts with potential warranty or other open claims, referral sources, research and development reports, service and warranty, equipment logs, operating guides and manuals, financial and accounting records, advertising materials, promotional materials, studies, reports, correspondence and other similar documents;
- vii. to the extent the Seller is permitted to effectuate the transfer of such, all government permits, licenses, pre-certifications, and approvals required in connection with the use of the equipment or for the conduct of the Business as now conducted by the Seller, all licenses or other consents or approvals granted to the Seller by third parties for the use of trademarks and trade names, prepaid expenses, advertising and promotional materials, goodwill, going concern value, proprietary information and other rights, privileges and intangible assets used by the Seller in connection with the conduct of the Business, including but not limited to the business model, client list, trade secrets, know-how, intellectual property, business website, URL address, email addresses and telephone and fax numbers;
- viii. all insurance benefits, including rights and proceeds, arising from or relating to the Assets or the Assumed Liabilities prior to the Effective Time, unless expended in accordance with this Agreement;
- ix. all claims of Seller against third parties relating to the Assets or the Business, whether choate or inchoate, known or unknown, contingent or noncontingent;
- x. all rights of Seller relating to deposits and prepaid expenses, progress payments, claims for refunds except as to tax refunds of any kind (federal and state), and rights to offset in respect thereof;

xi. all cash and all funds in bank accounts, except the cash and funds representing unused portions of Seller's Paycheck Protection Program ("PPP") loan; and

xii. all rights of Seller in and to the name "Leon E. Wintermyer," "L.E.W." and any variations or derivations thereof, except that Shareholder may use the name "Wintermyer" for commercial and business purposes, including, for example, "Wintermyer Farms," so long as it is not in conjunction with "Leon," "Leon E.," "L.E.W.," or in violation of any non-compete arrangement agreed to by the parties.

All of the property and assets to be transferred to Purchaser hereunder are herein referred to collectively as the "**Assets.**"

## Schedule 1.1(a)

### Tangible Personal Property

*(a) all Tangible Personal Property, including those items described in Schedule 1.1(a):*

*“Tangible Personal Property” means all machinery, equipment, tools, furniture, office equipment, computer hardware, supplies, materials, vehicles and other items of tangible personal property (other than Inventories) of every kind owned or leased by Seller (wherever located and whether or not carried on Seller’s books), together with any express or implied warranty by the manufacturers or sellers or lessors of any item or component part thereof and all maintenance records and other documents relating thereto.*

<b>Vehicles Leased</b>		
Equip ID	Year	Description
DT81	2019	2019 F550 DUMP
PT121	2018	2018 F150 PICKUP TRUCK (LARRY)
PT122	2018	2018 F250 SUPER DUTY (KEVIN)
PT123	2018	2018 F150 PICKUP TRUCK (RICK)
PT124	2019	2019 F150 PICK UP TRUCK (JOHN)
PT125	2019	2019 F350 PICK UP TRUCK (BARRY)
PT126	2109	2019 F350 PICKUP TRUCK (JASON)
UT37	2019	2019 F350 UTILITY (MIKE)
UT38	2019	2019 F350 UTILITY (JOE)
XXPT06	2018	2018 FORD EXPEDITION
XXSU07	2018	2018 FORD ESCAPE
XXSU08	2018	2018 FORD EXPEDITION (JAROD)
<b>Vehicles Financed</b>		
PT127	2020	GMC SIERRA (KEITH)
<b>Equipment Leased</b>		
Equip ID	Year	Description
AT01	2015	CAT 730 C 30TON ARTIC TRUCK
AT02	2015	CAT 730 C 30 TON ARTIC TRUCK
BH78	2017	CASE 580 SUPER N WT BACKHOE
CTL01	2017	TL10 TAKEUCHI
CTL02	2018	TL10 TAKEUCHI
CTL04	2018	TL12 TAKEUCHI
RO55	2013	Hamm Roller Smooth Drum 3410
TD120	2011	CAT D8T DOZER
TD121	2017	KOM D65 DOZER
TD122	2018	D6K2 XL DOZER

TD123	2018	D5K2 DOZER
TH50	2017	TAKEUCHI TB290 MINI EXCAVATOR
TH51	2017	CASE CX350 D excavator
TH52	2017	CASE CX145 D RUB TRAC EXC
TH53	2017	CAT 335 EXCAVATOR
TH54	2017	Case CX145 excavator
TH55	2018	Case 350D excavator
TH56	2017	KOMATSU 490
TH57	2018	CASE 145D EXCAVATOR
TH59	2019	CX145D EXCAVATOR
TL63	2018	963K TRACK LOADER
TL64	2018	963K TRACK LOADER
TL65	2018	953K TRACK LOADER
WL58	2018	CASE 721 WHEEL LOADER
WL61	2018	CASE 721 WHEEL LOADER
	2017	Konica Minolta Copier C558
	2019	Canon Copier IR-ADV C3525i III
	2020	Canon Copier IR-ADV C3525i III
<b>Equipment Financed</b>		
CTL03	2019	TL12 TAKEUCHI
CTL05	2016	TL8 TAKEUCHI
G92	2011	CAT 120M GRADER
HR18	2019	EPIROC MB1200
PS01	2017	18 CY. QUAD SCRAPER BOWL
QT01	2017	CASE QUAD. TRAC. TRACTOR
RO56	2014	CAT CS56B SMOOTH DRUM ROLLER
RO58	2018	CAT PAD FOOT ROLLER WITH BLADE
RO59	2018	CAT CS56B SMOOTH DRUM ROLLER
SP125,SP126,SP37, SP38,SP81,SS81&S PR05		Snow Plow Equipment Financed together (see below)
SP125	2019	2019 SnowEx V Plow Attachment
SP126	2019	SnowEx 8.6 plow attachment
SP37	2019	SnowEx 8.6 Plow attachment
SP38	2019	SnowEx V Plow attachment
SP81	2019	SnowEx 9.6 VPlow attachment
SS81	2019	Salty Dog Salt spreader attachment
SPR05	2019	2019 SnowEx Snow Pusher attachment

T93	2019	John Deere 2038 Tractor w/Loader (w/9 attachments)
X706		BROOM ATTACHEMENT FOR JOHN DEERE TRACTOR 2038
X894		SNOW BLOWER ATTACHMENT FOR JOHN DEERE TRACTOR 2038
XP01		TURNING PLOW ATTACHEMENT FOR JOHN DEERE TRACTOR 2038
XDH01		DISK HARROW ATTACHMENT FOR JOHN DEERE TRACTOR 2038
		ROTATILLER ATTACHMENT FOR JOHN DEERE TRACTOR 2038
		BALLAST BOX ATTACHMENT FOR JOHN DEERE TRACTOR 2038
XF01		FORK ATTACHEMENT FOR JOHN DEERE TRACTOR 2038
		BELLY MOWER ATTACHMENT FOR JOHN DEERE TRACTOR 2038
XRBO1		REAR BLADE ATTACHEMENT FOR JOHN DEERE TRACTOR
TD124	2019	D5K2 DOZER
TH58	2019	TB280 MINI
TT65	2019	2019 KW TRI AXLE TRACTOR
TR112	2017	20 Ton Trailer
TR116	2019	TALBERT 55CC TRAILER
TR116A	2019	TALBERT 4TH AXLE FOR TR116
X1164	2019	JD Gator w / blade
X1164A	2019	72" HYDRAULIC BLADE FOR GATOR HVAC
X1120	2018	GPS MACHINE CONTROL PACK
X2003		GPS Machine Control Pack D65
X2006		GPS Robot Total Station SPS930 CONTROL KIT
X2002-X2012		GPS EQUIPMENT: X2002, X2007, X2008, X2009, X2010, X2011, X2012 (Financed together)
X2002		GPS Base station w/Rover Pack
X2007		TRIMBLE SNB900 REPEATER KIT
X2008		TRIMBLE GCS900 3D AUTOMATICS CONTROL SYSTEM
X2009		GCS900 3D UTS GUIDED MACHINE CONTROL SYSTEM
X2010		GCS 3D DUAL GPS MACHINE CONTROL SYSTEM
X2011		GCS900 2D LASER GUIDED MACHINE CONTROL SYSTEM
X2012		SPECTRA PERCISION LASER LEVEL SYSTEM
	2019	TRIMBLE Business Center Software
<b>Rental Purchase Options</b>		
RECB277		Cat CS56 Roller
RECB285		Cat 336 Excavator
RECB290		Cat CB24B
REGT282		Bedding Box & 8x24 Trench Box
REGT287		Takeuchi TL12
REJD286		JD 350 Excavator
RESA289		GPS Equipment
SH23		EPIROC HC450 Shaker

SH24		EPIROC HC850 Shaker
X1170		GPS Base Station Rover with Pack
X2013		GPS Machine Controls
<b>Equipment Owned</b>		
C16		ATLAS XAS90 AIRCOMP
DT76	2001	2001 INT SINGLE AXLE
DT79	2000	MACK 10 WHEELER
DT81	2019	QUICKSILVER LINER
GB01		GPS Grade Box
HR12		STANLEY MB1050 BREAKER
HR15		ATLAS/COPCO CX330
HR17		ATLAS COPCO MB1200 HAMMER (160
SH		STANDLY HS 8000 SHAKER
SH13		ATLAS COPCO HC-20 SHAKER
SH20		ATLAS COPCO HC850
SH21		ATLAS COPCO HC850 SHAKER
SH22		ATLAS COPCO HC850 SHAKER
TR58	1997	TOWMASTER TRAILER
TR98	2004	CARGO TRAILER
TR99	2004	CARGO TRAILER
TR100	2004	Enclosed cargo trailer
TR101	2004	CARGO TRAILER
TR102	2004	CARGO TRAILER
TR103	2004	CARGO TRAILER
TR111	2009	2009 6.9 ton TILT DECK TRAILER
WT18	1998	MACK WATER TRUCK RED
X007		TRENCH BOX 6 X 20
X0229		STEEL TRENCH BOX
X705		BROOM ATTACH FOR SKID STEER
X1041		TRENCH BOX 6 X 20
X1083		SWEEPSTER 72" BROOM
X1123		GPS Base Station w/Rover Pack
X1125		GPS Base Station w/Rover Pack
X1129	2019	GPS TRIMBLE R2 RTK ROVER
X1130		GPS Base Station w/Rover Pack
X1136		GPS Machine Control Pack
X1140		72" SWEEPSTER BROOM
X1141		72" SWEEPSTER BROOM
X1150		72" SWEEPSTER BROOM
X1160		72 VRS 26M SWEEPSTER

X1161		72" SWEEPSTER VRS6M
X1162	2019	YAMAHA GRIZZLY 700 ATV
X1167		GPS REFERENCE STATION KIT
X1169		Bradco Brush Cutter
X1342		STEEL TRENCH BOX
X2014		GPS DUAL LR410 LASER RECIVER ACCUGRADE
X201	2002	2002 GME TRENCH BOX
X202	2002	2002 GME TRENCH BOX
X310		AMBUSER 720
X553		MANHOLE BOX 8 X 8
X554		MANHOLE BOX 8 X 8
X555		TRENCH BOX 8 X 24
X556		TRENCH BOX 8 X 24
X558		TRENCH BOX 8 X 20
X559		TRENCH BOX 8 X 20
X560		TRENCH BOX
X562		TRENCH BOX 8 X 20
X303		8' SNOWPUSHER
X71		8' SNOWPUSHER
X09		10' SNOWPUSHER
X12		14' SNOWPUSHER
		REG 280,281,282,288,X1169 NET
		6 MODEMS - SITECH @ \$6,000 EACH
	2019	( 6 ) MOBILE OFFICES @ \$5,830 EACH
X710		ESCO RIPPER
X931		11' SNOW PLOW
		SALT SPREADER ATTACHMENT FOR JOHN DEERE 2038 TRACTOR
<b>Tools Owned</b>		
X1024		ROTARY LASER
X1026		SPECTRA PIPE LASER DG-711
X1051		BATTERY POWER GREASE GUN
X1056		DAVID WHITE LT8-300 TRANSIT
X1059		AL28M AUTO LEVEL
X1061		WACKER BS500
X1065		HONDA EB2000I GENERATOR
X1069		SPECTRA AL28M AUTO LEVEL
X1076		SPECTRA DG711 PIPE LASER
X1078		CST 54-200BN TRANSIT
X1079		CST 54-200BN TRANSIT
X1080		DAVID WHITE LT8-300LTU



X1081		MH VACUUM PUMP
X1085		CST 54-200B TRANSIT
X1087		SPECTRA GL422 DUAL SLOPE LASER
X1090		HUSQVARNA MULTI PURPOSE SAW
X1096		HONDA 2" WT20X TRASH PUMP
X1099		HONDA 3" WT30X TRASH PUMP
X1121		BATTERY POWER GREASE GUN
X1122		STIHL CONCRETE SAW
X1124		BATTERY POWERED CHOP SAW
X1126		GAS POWERED CHOP SAW
X1128		BATTERY POWERED BLOWER
X1133		4 STROKE RAMMER HONDA ENGINE
X1134		4 STROKE RAMMER HONDA ENGINE
X1135		STIHL CUTOFF SAW
X1137		Diamonback Saw
X1138		12/24V JUMP STARTER
X1139		Mikasa Plate Tamper (Wacker plate)
X1142		Dewalt Flexvolt 60V Circular Saw 2 Battery Kit
X1143		Dewalt Flexvolt 60V SDS-MAX Rotary Hammer 1-6/16" Cap
X1144		Dewalt 20V Max XR Brushless High Torque 1/2 Impact Wrench
X1145		STIHL GAS CUTOFF SAW 14" 33.7CC
X1146		20V MAX XR-6 TOOL COMBO KIT
X1147		DEWALT 20V 5.0 AMP BATTERY
X1148		MultiQuip Plate Tamper 82VHW
X1149		MultiQuip Plate Tamper 88VTHW
X1152		TSURUMI 2" ELECTRIC PUMP
X1153		MSA ALTAIR 4X GAS METER
X1154		MSA ALTAIR 4X GAS METER
X1155		MSA ALTAIR 4X GAS METER
X1156		SPECTRA PIPE LASER
X1157		SPECTRA PIPE LASER
X1158		DUAL PLANE LASER
X1159		DUAL PLANE LASER
X1163		DEWALT 60 VOLT BRUSHLESS CUT OFF SAW
X1165		HONDA GENERATOR
X1166		JUMPING JACK RAMMER BS 60-4 AS
X1168		DEWALT CORDLESS PENCIL VIBRATOR
X177		TROYBILT SNOW BLOWER
X179		TROYBILT SNOW BLOWER
X2000		HONDA GENERATOR
X2001		WACKER NEWSON - RAMMER

X2004		AIR MONITOR
X2005		AIR MONITOR
X304		LIGHT TOWER L6-4MH
X328		MSA ALTAIR GAS MONITOR
X379		ALTAIR 4XR GAS DETECTION
X382		ALTAIR 4XR GAS DETECTION
X902		HONDA GX160 COMPRESSOR
XAC2		HONDA GX160 COMPRESSOR
XG09		YAMAHA EF2000I INVERTER GENERATOR
XG10		YAMAHA EF2000is V2 GENERATOR
XTP1		TEST PUMP
<b>Furniture Inventory</b>		Orwigsburg
		Items
	5	Drafting Tables
	8	Desks
	16	Chairs
	1	Conference Table
	1	Plotter Printer
	10	Filing Cabinets
	5	Laptops
	6	Monitors
		Shredder
	3	TVs
	5	Drawing hanger rack
	3	Desk phones
		Harrisburg
		Items
	2	Drafting Tables
		Desks
		Chairs
		Conference Table
	1	Plotter Printer
	10	Filing Cabinets
	7	Laptops
	8	Monitors
	1	Shredder
	3	TVs
	1	Drawing hanger rack
	6	Desk phones

## **Schedule 1.1(d)**

### **Seller Contracts**

*(d) all Contracts, including those listed in Schedule 1.1(d) (the “Seller Contracts”), and all outstanding offers, bid proposals or solicitations made by or to Seller to enter into any Contract;*

#### **Contracts:**

170218 Crossings At Hershey Substantial completion was May. Start warranty period 5-2020 1 year

180208 Bridgeview Warranty period began 10-2019, extends until township is in control of dedication

180225 1165 Centre Turnpike 1 YEAR WARRANTY BEGAN 5-2020

180226 Dochouse Greenhouse WARRANTY 1 YEAR STARTED 10-2019

190203 Park 100 Bldg B warranty will start at substantial completion 7-2020, 1 year

190204 Guard Shack - CLOSED

190205 the Oaks 1 year started May 2020

190206 Park 100 process Sewer 2 YEARS FROM COMPLETION, COMPLETE AT 6-2020

200201 SCTS Facility warranty will start at substantial completion 1 year

Capital Complex – Snow Removal

#### **Outstanding Offers/Bid Proposals:**

575 Old York Road

Bean Hill  
PB Lehigh North  
Brookwood  
Buffalo Valley  
Core5 183  
Core5 Londonderry Twp.  
Core5 Park 31  
Country Club  
Country View  
Danville Hospital  
Freightliner  
FTIG Area 12  
Gateway Lot 16  
Geisinger Reedsville  
Good Springs  
Kurtz School Villas  
Manheim Commons  
MCS Bank  
MRP Whitehall with HOP  
Northpoint Bethel  
PA Water Londonderry Twp. Budget  
Park 100 Breakout  
PSSA  
Rockefeller Lehigh  
Rutter's 80  
School Heights  
Shepherds Corner  
Silver Preserve  
St. Luke's North Lot

Summerset

Tosca Expansion

Tosca Footers

Trade Port 124

Villages

Wendy's



## **CRP CHECK CERTIFICATION FORM**

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**Search Id:** 8d50b455-6e8a-4ebb-b618-5f44021a4fcf  
**Contractor TIN :** XXXXX7104  
**Contractor Name :** LEW SITE CONSTRUCTION LLC  
**User Performing Check :** nicomoyer  
**Result:** No Records(s) Found

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### **CONTRACTOR RESPONSIBILITY CERTIFICATION**

I, the undersigned individual, hereby certify the above-referenced contractor has been determined to be a responsible contractor in accordance with the policies and procedures set forth in *Management Directive 215.9, Contractor Responsibility Program*.

I also certify that the contractor has certified in writing that:

- a neither the contractor nor any subcontractors as defined in Management Directive 215.9, Contractor Responsibility Program are under suspension or debarment by the Commonwealth, the federal government, or any governmental entity, instrumentality, or authority or, if the contractor cannot so certify, it has instead provided a written explanation of why such certification cannot be made; and
- b the contractor 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.

NICOLE MOYER

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Authorizing Signature

9/14/2020 11:37:20 AM

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Generated Date