



**FULLY EXECUTED - CAHNGE 1**

Contract Number: 4400025046

Original Contract Effective Date: 10/12/2021

Valid From: 11/01/2021 To: 10/31/2026

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

**Purchasing Agent**

Name: Kelley-Snyder Tamm

Phone: 717-783-8676

Fax: 717-214-9505

Your SAP Vendor Number with us: 544506

**Supplier Name/Address:**

STAGE 4 SOLUTIONS INC

6368 Galleon Drive

Mechanicsburg PA 17050 US

Supplier Phone Number: 4088871033

**Please Deliver To:**

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

**Contract Name:**

Temp Clerical Staffing-Stage 4 Solutions

**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	2021 Clerk	0.000	Hour	21.70	1	0.00
<b>Item Text</b>						
Line Validity Dates: August 1, 2021 - December 31, 2021						
-----						
2	2021 Clerk Overtime	0.000	Hour	32.55	1	0.00
<b>Item Text</b>						
Line Validity Dates: August 1, 2021 - December 31, 2021						
-----						
3	2021 Clerk Typist	0.000	Hour	21.70	1	0.00
<b>Item Text</b>						
Line Validity Dates: August 1, 2021 - December 31, 2021						
-----						
4	2021 Clerk Typist Overtime	0.000	Hour	32.55	1	0.00

**Information:**

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

Title \_\_\_\_\_

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

Date \_\_\_\_\_

**FULLY EXECUTED - CHANGE 1**

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**Supplier Name:**

STAGE 4 SOLUTIONS INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b> Line Validity Dates: August 1, 2021 - December 31, 2021						
5	2022 Clerk	0.000	Hour	22.40	1	0.00
<b>Item Text</b> Line Validity Dates: January 1, 2022 - December 31, 2022						
6	2022 Clerk Overtime	0.000	Hour	33.60	1	0.00
<b>Item Text</b> Line Validity Dates: January 1, 2022 - December 31, 2022						
7	2022 Clerk Typist	0.000	Hour	22.40	1	0.00
<b>Item Text</b> Line Validity Dates: January 1, 2022 - December 31, 2022						
8	2022 Clerk Typist Overtime	0.000	Hour	33.60	1	0.00
<b>Item Text</b> Line Validity Dates: January 1, 2022 - December 31, 2022						
9	2023 Clerk	0.000	Hour	23.10	1	0.00
<b>Item Text</b> Line Validity Dates: January 1, 2023 - December 31, 2023						
10	2023 Clerk Overtime	0.000	Hour	34.65	1	0.00
<b>Item Text</b> Line Validity Dates: January 1, 2023 - December 31, 2023						
11	2023 Clerk Typist	0.000	Hour	23.10	1	0.00
<b>Item Text</b> Line Validity Dates: January 1, 2023 - December 31, 2023						
12	2023 Clerk Typist Overtime	0.000	Hour	34.65	1	0.00
<b>Item Text</b> Line Validity Dates: January 1, 2023 - December 31, 2023						
13	2024 Clerk	0.000	Hour	23.80	1	0.00
<b>Item Text</b> Line Validity Dates: January 1, 2024 - December 31, 2024						

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**Supplier Name:**

STAGE 4 SOLUTIONS INC

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14	2024 Clerk Overtime	0.000	Hour	35.70	1	0.00
<b>Item Text</b> Line Validity Dates: January 1, 2024 - December 31, 2024						
15	2024 Clerk Typist	0.000	Hour	23.80	1	0.00
<b>Item Text</b> Line Validity Dates: January 1, 2024 - December 31, 2024						
16	2024 Clerk Typist Overtime	0.000	Hour	35.70	1	0.00
<b>Item Text</b> Line Validity Dates: January 1, 2024 - December 31, 2024						

**General Requirements for all Items:**

No further information for this Contract

**Information:**



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Valid From: 11/01/2021 To: 10/31/2026

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

**Purchasing Agent**

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

Your SAP Vendor Number with us: **544506**

**Supplier Name/Address:**  
STAGE 4 SOLUTIONS INC  
6368 Galleon Drive  
Mechanicsburg PA 17050 US

**Please Deliver To:**

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

Supplier Phone Number: 4088871033

**Contract Name:**  
Temp Clerical Staffing-Stage 4 Solutions

**Payment Terms**  
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Solicitation No.: \_\_\_\_\_ Issuance Date: \_\_\_\_\_  
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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.

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**Information:**

Supplier's Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_

Title \_\_\_\_\_  
Date \_\_\_\_\_

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<b>Item Text</b> Line Validity Dates: January 1, 2024 - December 31, 2024						

**General Requirements for all Items:**

No further information for this Contract

**Information:**

**STATEMENT OF WORK  
INVITATION FOR BID  
FOR**

**Department of General Services  
Temporary Clerical Staffing Services  
ISSUING OFFICE**



**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
BUREAU OF PROCUREMENT**

**555 Walnut Street  
Forum Place, 6<sup>th</sup> Floor  
Harrisburg, PA 17101**

**IFB NUMBER  
6100053862**

**DATE OF ISSUANCE  
August 11<sup>th</sup>, 2021**

**STATEMENT OF WORK  
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**STATEMENT OF WORK**  
**Temporary Clerical Staffing Services**

**IV-1 GENERAL INFORMATION – SMALL BUSINESS RESERVE**

The Department of General Services has designated this contract as a Small Business Procurement to provide DGS-certified small businesses with opportunities to compete against other DGS-certified small businesses for Commonwealth agency and DGS statewide contracts. Only certificated small businesses are eligible to submit a bid and receive an award. The small business requirements and certification process can be found: <https://www.dgs.pa.gov/Small%20Business%20Contracting%20Program/Pages/default.aspx>

The Small Business Certification will be provided after the self-certification process at: <https://www.dgs.pa.gov/Small%20Business%20Contracting%20Program/Pages/default.aspx> A valid Department of General Services (DGS) Small Business certificate will be required as part of the bid in order to be deemed a responsive bidder. Any business without a valid certificate on the bid due date and time may be rejected as non-responsive.

This contract will be monitored for compliance by the Department of General Services, Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO).

**IV-2 OVERVIEW**

The Governor’s Office of Administration (OA), Temporary Services (TS) Division is seeking suppliers to provide Temporary Clerical Staffing services. The Office of Administration, Temporary Services Division maintains a “pool” of temporary clerical employees available for assignment to Commonwealth agencies located in the Harrisburg Metropolitan area. The supply of available employees with clerical skills occasionally is insufficient to meet agency temporary staffing requests in a timely manner. As a result, the Office of Administration, Temporary Services Division will utilize contracted resources to meet this demand.

- A. CONTRACT TERM:** 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.

**Historical Usage:**

Individual assignments are typically needed on an intermittent, and short-term basis of approximately 4-8 weeks. The Commonwealth of Pennsylvania’s fiscal year is July 1<sup>st</sup> to June 30<sup>th</sup>. For historical reference, the approximate hours billed on previously contracts:

2016-2017 fiscal year 6,000 hours  
2017-2018 fiscal year 10,247 hours  
2018-2019 fiscal year 8,314 hours  
2019-2020 fiscal year 0 hours

### **IV-3 BID REQUIREMENTS**

#### **A. Bid Submission Documents:**

Interested bidders shall complete and return the following documents with your bid:

1. Documentation and Company Experience as outlined in Eligibility Requirements.
2. **Appendix B – Domestic Workforce Utilization Certification Form**
3. **Appendix C – Cost Submittal / Bidder Information**
4. **Appendix D – Lobbying Certification Form**
5. **Appendix E - Iran Free Procurement Certification & Disclosure.**

Prior to entering a contract worth at least \$1,000,000 or more with a Commonwealth entity, a bidder must: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services (“DGS”) pursuant to Section 3503 of the Procurement Code and is eligible to contract with the

Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e). All bidders must complete and return the Iran Free Procurement Certification form, which is attached hereto and made part of this IFB. The completed and signed Iran Free Procurement Certification form must be submitted with the Bid Response.

6. **Appendix F COSTARS Participation Form** – Participation is the COSTARS program is voluntary. The form is required if you would like to participate in the COSTARS program. More information can be found at [www.costars.state.pa.us](http://www.costars.state.pa.us)

#### **B. Eligibility Requirements:**

Bidders must provide documentation of the following:

1. **Experience.** Bidders shall explain, in narrative form, a minimum of two (2) years of prior experience in the temporary clerical staffing industry providing clerical staffing services to clients utilizing the same classifications of positions described in Statement of Work. Experience should include work performed by individuals who will be assigned to this project as well as your company. Experience shall identify clients who your company has provided services for and for how long.
2. An office located within 45 miles of Harrisburg, Pennsylvania that can provide service within a 30-mile radius of the Harrisburg Capitol Complex.
3. Be able to provide services for all classifications listed in IV-5 Scope of Services.

#### **C. Wage Rate and Bid Submission Pricing:**

## **1. Minimum Wage Rate for Contractor Employees:**

All organizations that receive state contracts are required to pay any employees assigned to commonwealth agencies a **minimum wage rate of \$13.50/hour** (effective Jan. 1, 2021) **\$14.00/hour** (effective Jan. 1, 2022), **\$14.50/hour** (effective Jan. 1, 2023), and **\$15.00/hour** (effective Jan. 1, 2024) in accordance with guidelines set forth in the [Governor’s Executive Order 2016-02-“Minimum Wage for Employees of Commonwealth and of Organizations Receiving State Contracts”](#) This minimum wage rate is calculated annually, and Contractors will be required to adjust their employee wage rates accordingly and will also be permitted to adjust their hourly billing rates for staffing services as well. Link to Executive Order:

[Executive Order: 2016-02 Amended - Minimum Wage for State Employees \(pa.gov\)](#)

Beginning Jan. 1, 2025, and for each succeeding January 1 thereafter, the minimum wage shall be increased by an annual cost of living adjustment calculated by the Labor and Industry Secretary using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for the Pennsylvania, New Jersey, Delaware, and Maryland area

This wage rate must be factored into hourly charges submitted in bid. Pricing shall be submitted on **Appendix C – Cost Submittal**.

## **2. Bid Submission Pricing:**

All expenses, including but not limited to wages, benefits paid to supplier employees, costs of equipment, costs for supervision, overhead, insurance etc. shall be included in the bid hourly rate. The Contractor may not charge a higher contract price than that provided in its bid, but as part of best value determination, may reduce hourly rate.

**IV-4. METHOD OF AWARD (MULTIPLE AWARD):** Award will be made on a multiple award basis to all responsible and responsive bidders who comply with the Bid Requirements in Part IV-3 set forth in this IFB. Agencies may select one or more Supplier(s) for their required service from the list of Suppliers on this contract based upon best value determination as detailed below. There is no guarantee that the award of a Contract will result in the award of a Purchase Order.

### **Best Value Determination:**

The Commonwealth may issue a Request for Quote (RFQ) to Contractors based on best value. The best value determination must be documented in writing and be retained in the agency file. Best Value Determinations will be done on a yearly basis. Examples of Best Value criteria are, but not limited to:

- Contractor’s past performance,
- Contractor’s experience and/or qualifications,
- Employee’s qualifications and experience,
- Certifications,
- Availability,

**ADDITION OF NEW SUPPLIERS:** New Contractors may be added at the discretion of the Department of General Services (“DGS”) and Office of Administration (“OA”) – Temporary Services Division.

#### **IV-5. SCOPE OF SERVICES**

##### **A. Contractor Tasks:**

1. Contractors shall be responsible for all recruitment of the required positions, as needed by the Office of Administration, Temporary Services Division.
2. Contractors must only supply employees who have been employed by the Contractor, assigned to a client for at least 60 days in the past 6 months, performing related clerical work, and have received a favorable performance appraisal from a previous client. Positions staffed by the Office of Administration; Temporary Services Division involve considerable public contact. ALL Contractor employees must have excellent communications and customer service skills.
3. Contractors shall not advertise or solicit in any way, written or verbally, to Commonwealth Agencies, under the Governors Jurisdiction. All contracted resources must be ordered through the Office of Administration, Temporary Services Division.
4. Contractor is prohibited from subcontracting or outsourcing any part of this contract.
5. Contractor performance in terms of providing quality staffing services, within required time frames, and overall performance of Contractor employees is reviewed and will factor into Best Value Determinations.
6. The contractor is required to immediately replace any contractor employee that is unavailable for a period of three (3) or more consecutive days. If this is not done, the Office of Administration, Temporary Services Division reserves the right to award work to another supplier.
7. Contractor is required to provide to the Office of Administration, Temporary Services Division, upon request, in writing, with a full name, social security number, copy of resume, recent performance appraisal, clear PA State Police Criminal Record Check of potential candidates for each assignment for the Office of Administration, Temporary Services Division to review prior to making assignment.

##### **B. Employee Tasks:**

1. For short term assignments, lasting less than 8 weeks, contractor employees are not permitted time off, unless documented and agreed on before assignment.
2. For long term assignments, lasting more than eight (8) weeks, Contractor employees must notify their assigned agency supervisor and receive approval for time off at least 24 hours in advance of the date of absence.
3. For absences with less than 24 hours’ notice, Contractor employee if, due to an illness or personal emergency, a contractor employee is unable to report to work, the employee is required to notify the office to which they are assigned within one (1) hour of the scheduled starting time of his/her assignment.

### **C. Required Positions:**

#### **1. Clerk:**

##### **Minimum Requirements and Experience:**

Clerk assignments are mostly production or repetitive task oriented and involve public contact. Contractor employees must have a minimum of one (1) year experience in an office setting, performing clerical duties described:

Knowledge of standard English vocabulary, spelling, grammar usage and punctuation; Understand and follow detailed written/oral instructions and procedures; File and retrieve materials alphabetically, numerically or chronologically; Screen telephone calls, take messages, provide basic information and answers to questions relating to work functions to the public and/or coworkers; Open and sort mail; Operate office equipment such as personal computer, typewriter, calculator, copier, scanner, postage meter; Perform data entry, navigate through computer screens in order to verify, proofread accuracy of information; Code data by assigning numbers, letters or symbols for identification and cross reference; Enter data at a minimum of 30 words per minute. Have a working knowledge of Microsoft Office Suite, including Microsoft Word, Outlook, Excel etc.

#### **2. Clerk Typist:**

##### **Minimum Requirements and Experience:**

Clerk Typists assignments are generally assigned to executive and professional government office settings. Contractor employees must have a minimum of one (1) year experience in a professional office setting including receptionist/phone work, and/or customer service work that includes:

A fore mentioned Clerk requirements, PLUS minimum typing speed of 40 words per minute: proficiency in Microsoft Word, Outlook, Excel etc.

### **D. Option to add or remove positions:**

The addition and/or deletion of classifications during the term of the contract will be at the discretion of the Department of General Services (DGS) if it is deemed to be in the best interest of the Commonwealth. If there are additional classifications added to the contract, fair and accepted pricing will be comparable to market value and similar positions covered by the contract.

### **E. Work Hours:**

Contractor employees are required to be available for various work schedules. Typical schedules are five (5) days per week (Monday- Friday) 7.5 hours per day, 37.5 hours per week. Daily work hours range from 7:00 AM. – 3:30 PM, 8:00 AM – 4:30 PM, or 8:30 AM. – 5:00 PM. Two (2), Fifteen (15) minute breaks, will be provided; one in the morning, and one in the afternoon. An unpaid lunch break will be provided. Employees must also be available for mandatory overtime and shift work if necessary.

**F. Teleworking:**

Some assignments may allow teleworking. Telework is defined as an approved work flexibility arrangement, formalized in a Telework Agreement, under which an employee performs the duties and responsibilities, and other authorized activities, of such employee's position on a Full-Time, Part-Time, or Ad Hoc basis from an Alternate Worksite other than the employee's headquarters.

**G. Overtime:**

Overtime is defined as any hours worked in excess of 40 in a seven-day work- week (Saturday through Friday). Contractor will be reimbursed at the rate designated as overtime rate.

**H. Holidays:**

The Commonwealth of Pennsylvania currently observes the following holidays. Most assignments will not be required to work holidays, however if an assignment is required to work on an observed holiday the overtime rate will be reimbursed. If the Commonwealth of Pennsylvania's holiday schedule changes the Contractor will be notified as soon as possible.

1. New Year's Day
2. Martin Luther King
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veterans Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. Christmas Day

**I. Transportation/Parking:**

Contractor employees are solely responsible for transportation to and from work assignments and related parking costs. Some assignments outside of the capitol complex may provide free parking. This will be noted on the Contractor work order.

**J. Dress Code:**

General dress code for first day of assignments is Business Casual - This includes slacks (no leggings as pants/jeans/sneakers) and blouse/button-down shirt/sweater set on the first day of work. It is recommended that employees assigned to executive offices dress more conservative and professional. Locations that permit casual dress (jeans, etc.) will advise the employee on the first day of assignment.

**K. Commonwealth Access:**

Contracted Employees working at Commonwealth locations must be identifiable at all times by wearing a Commonwealth provided identification (ID) badge. These ID badges will be provided by the Commonwealth, as per [Management Directive 625.10](#) and any revisions thereof must be followed.

**Ordering Process:**

1. The Office of Administration, Temporary Services Division will notify Contractor by email, or telephone of staffing needs. Request will include the **Contractor Work Order** with requested date, job classification, number of positions needed, location of assignment, scheduled work hours, estimated length of assignment, anticipated job duties, and other related information.
2. Contractor must notify the Office of Administration, Temporary Services Division within 24 hours of receipt of a Contractor Work Order if they are unable to provide requested staffing services.
3. Contractor is required to provide to the Office of Administration, Temporary Services Division, upon request, in writing, with a full name, social security number, copy of resume, recent performance appraisal, clear PA State Police Criminal Record Check of potential candidates for each assignment for the Office of Administration, Temporary Services Division to review prior to making assignment. Contractor must address any special requests made in the Contractor Work Order.
4. The Office of Administration, Temporary Services Division reserves the right to reject the referral of contractor employees with job related convictions or who were formerly assigned to/ employed with the Commonwealth and who demonstrated unsatisfactory work performance.
5. The contractor will be reimbursed only for the actual hours worked by contractor employee.
6. The Commonwealth will pay only for actual time worked by contractor employees. Only authorized break periods of 15 minutes will be part of time worked. All other break periods exceeding 15 minutes are not considered billable time.

**Removal from Assignments:**

1. Any Contractor employee that is unqualified or unable to satisfactorily perform the required duties of a work assignment as deemed by the Office of Administration, Temporary Services Division will be immediately removed from an assignment.
2. Unsatisfactory performance will also result in immediate removal from assignment. Examples are, but not limited to attendance, personal conduct, or non-compliance with related Commonwealth policies.
3. The Commonwealth will not be charged for any hours worked by an employee that is deemed unqualified or is performing unsatisfactory work as deemed solely by the Office of Administration, Temporary Services Division.
4. Contractor employees who are removed from an assignment for unsatisfactory performance shall not be re-assigned to another work assignment covered under this Contract for the duration of this Contract.



#### **IV-6. SERVICE LEVEL AGREEMENTS**

Unscheduled absences result in lost production and additional costs incurred by the Commonwealth with reassigning existing resources to cover duties of the absent employee.

1. A fee of \$50 will be assessed to Contractors for each unscheduled full day absence.
2. A fee of \$25 will be assessed on each unscheduled partial day less than 7.5 hours' absence.

The Commonwealth will issue a letter to the Contractor listing infractions, and the amount of fees due every 6 months, if needed. Payment of fees will be made by check to the Commonwealth of Pennsylvania, this check will to be mailed to:

Department of General Services – Bureau of Procurement  
Attn: Corey Walters  
555 Walnut Street, Forum Place, 6<sup>th</sup> Floor  
Harrisburg PA 17101

#### **IV-7. INVOICING:**

1. The Contractor shall invoice the Office of Administration, Temporary Services Division on a weekly basis.
2. A copy of the employee's time sheet which includes the employee's, total hours worked itemized daily, and signature of the assigned Commonwealth agency supervisor must be included in copy invoice to Office of Administration, Temporary Services Division.
3. Original Invoices, with no employee time slips, can be emailed to [RA-OB69180@pa.gov](mailto:RA-OB69180@pa.gov) Visit [E-Invoicing Program](#) page for details and requirements or they can be mailed to:  
Commonwealth of Pennsylvania – PO Invoice  
PO Box 69180  
Harrisburg, PA 17106
4. An original invoice marked "Copy" must be sent to the Office of Administration, Temporary Services Division. These copies **MUST** include employee time slips and documentation. Copies can be emailed to Office of Administration, Temporary Services Division at: [RA-ATS@PA.GOV](mailto:RA-ATS@PA.GOV) OR mailed to:

The Office of Administration, Temporary Services Division  
Room 221, Finance Building  
613 North Street  
Harrisburg, PA 17120

**Questions:** Bidders may submit questions via email to the Issuing Officer, Crystal Zelinski at [czelinski@pa.gov](mailto:czelinski@pa.gov). Questions shall have the subject line IFB 6100053862. Question and shall be submitted no later than August 18<sup>th</sup>, 2021. Questions and answers will be posted as a solicitation addendum to this IFB at [www.emarketplace.state.pa.us](http://www.emarketplace.state.pa.us)



## INSTRUCTIONS

### GENERAL INSTRUCTIONS FOR COMPLETING THIS WORKBOOK

The Cost Submittal Worksheet contained in this workbook shall constitute the Cost Submittal for **IFB 6100053862**

The cost submittal worksheet consists of an Instructions tab, Bidder Info tab and a Cost Submittal tab.

1. Complete the **Bidder Info Tab**.
2. On the **Cost Submittal Tab**, the employee pay rates listed in Column C are minimums, your company can choose to pay the employees more, but not less.

**Complete Column D**, Markup Percentage to determine a Bill Rate.

**Example:** If your Markup Percentage is 10%, you should enter 1.10, If your Markup Percentage is 7% you should enter 1.07 in Column D.

**Complete the highlighted cells with the Cost Submittal Tab.**

**APPENDIX C  
 COST SUBMITTAL WORKSHEET  
 BIDDER INFO  
 IFB 6100053862**

COMPANY NAME	CONTACT PERSON	
Stage 4 Solutions, Inc.	Niti Agrawal	
COMPANY ADDRESS	EMAIL ADDRESS	
Headquarters: 19200 Portos Drive, Saratoga, CA 95070	<a href="mailto:niti@stage4solutions.com">niti@stage4solutions.com</a>	
PA OFFICE: 478 Adam Lane, Mechanicsburg, PA 17050	PHONE NUMBER	FAX NUMBER
	408-887-1033	
	VENDOR NUMBER	
	544506	

**APPENDIX C**  
**6100053862 Cost Submittal Worksheet**

**Vendor Name STAGE 4 SOLUTIONS, INC.**

**August 1, 2021 - December 31, 2021**

	<b>Minimum Hourly Rate to Employee by Awarded Supplier</b>	<b>Markup Percent</b>	<b>Total Bill Rate To Commonwealth Per Hour</b>
Clerk	\$ 15.50	1.4	\$ 21.70
Clerk Overtime	\$ 23.25	1.4	\$ 32.55
Clerk Typist	\$ 15.50	1.4	\$ 21.70
Clerk Typist Overtime	\$ 23.25	1.4	\$ 32.55

**January 1, 2022 - December 31, 2022**

	<b>Minimum Hourly Rate to Employee by Awarded Supplier</b>	<b>Markup Percent</b>	<b>Total Bill Rate To Commonwealth Per Hour</b>
Clerk	\$ 16.00	1.4	\$ 22.40
Clerk Overtime	\$ 24.00	1.4	\$ 33.60
Clerk Typist	\$ 16.00	1.4	\$ 22.40
Clerk Typist Overtime	\$ 24.00	1.4	\$ 33.60

**January 1, 2023 - December 31, 2023**

	<b>Minimum Hourly Rate to Employee by Awarded Supplier</b>	<b>Markup Percent</b>	<b>Total Bill Rate To Commonwealth Per Hour</b>
Clerk	\$ 16.50	1.4	\$ 23.10
Clerk Overtime	\$ 24.75	1.4	\$ 34.65
Clerk Typist	\$ 16.50	1.4	\$ 23.10
Clerk Typist Overtime	\$ 24.75	1.4	\$ 34.65

January 1, 2024 - December 31, 2023

	Minimum Hourly Rate to Employee by Awarded Supplier	Markup Percent	Total Bill Rate To Commonwealth Per Hour
Clerk	\$ 17.00	1.4	\$ 23.80
Clerk Overtime	\$ 25.50	1.4	\$ 35.70
Clerk Typist	\$ 17.00	1.4	\$ 23.80
Clerk Typist Overtime	\$ 25.50	1.4	\$ 35.70

**Note From Executive Order 2016-02: regarding minimum rates after the minimum wage shall be increased by of \$0.50 until July 1, 2024, when the minimum wage reaches \$15.00. Thereafter, the minimum wage rate would be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware and Maryland. The applicable amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.**

**DGS - BOP will reach out to awarded suppliers for contract bill rates after July 1, 2024.**

**DOMESTIC WORKFORCE UTILIZATION CERTIFICATION FOR MULTIPLE AWARD CONTRACTS**

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

I, CEO [title] of Stage 4 Solutions, Inc. [name of Contractor] a State of California [place of incorporation] corporation or other legal entity, ("Contractor") located at 19200 Portos Drive Saratoga, CA 95070 [address], do hereby certify and represent to the Commonwealth of Pennsylvania ("Commonwealth") (Check one of the boxes below):

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

OR

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

\_\_\_\_\_

[Use additional sheets if necessary]

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

Attest or Witness:

Jane Rayskaya 8/25/2021

Signature/Date

Jane Rayskaya, Accounting Manager

STAGE 4 SOLUTIONS, INC.  
Corporate or Legal Entity's Name

Niti Agrawal 8/25/2021  
Signature/Date

NITI AGRAWAL, CEO

Printed Name/Title

Printed Name/Title

# NOTICE OF SMALL BUSINESS SELF-CERTIFICATION



The Department is pleased to announce that  
**STAGE 4 SOLUTIONS, INC.**

has successfully completed the Pennsylvania Department of General Services' process for self-certification as a small business under the Commonwealth's Small Business Contracting Program, with the following designation:

BUSINESS TYPE(s):

**Information Technology Goods & Services**

CERTIFICATION NUMBER: **544506-2020-10-SB**

CERTIFICATION TYPE: **SMALL BUSINESS**

ISSUE DATE: **10/19/2020**

EXPIRATION DATE: **10/19/2022**

RECERTIFIED DATE:

A handwritten signature in black ink that reads "Kerry L. Kirkland". The signature is written in a cursive style with a large, looped initial 'K'.

Kerry L. Kirkland, Deputy Secretary  
Bureau of Diversity, Inclusion & Small Business Opportunities



# **PROPOSAL**

## **IFB # 6100053862**

# **Temporary Clerical Staffing Services**

*PREPARED FOR  
COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
BUREAU OF PROCUREMENT*

*555 Walnut Street  
Forum Place, 6th Floor  
Harrisburg, PA 17101*

### **Stage 4 Solutions, Inc.**

Headquarters: 19200 Portos Drive, Saratoga, CA 95070  
PA Office: 478 Adam Lane, Mechanicsburg, PA 17050

#### **Primary Contact:**

**Niti Agrawal**  
CEO  
E: [niti@stage4solutions.com](mailto:niti@stage4solutions.com)  
P: 408-887-1033



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## Cover Letter

To:

**Crystal Zelinski**

Commonwealth of Pennsylvania

Department of General Services

Bureau of Procurement

555 Walnut Street

Forum Place, 6th Floor

Harrisburg, PA 17101

Dear Ms. Crystal Zelinski,

We at Stage 4 Solutions, Inc. are thrilled to have the opportunity to respond to the IFB # 6100053862 Temporary Clerical Staffing Services to become the Commonwealth of Pennsylvania's approved vendor to provide contract resources.

Included in this proposal package uploaded into PA Supplier Portal, you will find clearly outline responses that meet the requirements laid out in the IFB # 6100053862. The following are uploaded into the system as separate documents:

1. Documentation and Company Experience as outlined in Eligibility Requirements.
2. Appendix B – Domestic Workforce Utilization Certification Form

3. Appendix C – Cost Submittal / Bidder Information
4. Appendix D – Lobbying Certification Form
5. Appendix E - Iran Free Procurement Certification & Disclosure.
6. Appendix F COSTARS Participation Form

Please let us know your needs for additional information. We are grateful for this opportunity to serve the Commonwealth of Pennsylvania.

Thank you for your kind consideration.

Sincerely,

Niti Agrawal

CEO

Stage 4 Solutions, Inc.

Email: [niti@stage4solutions.com](mailto:niti@stage4solutions.com)

Phone: 408-887-1033

## **DOCUMENTATION AND COMPANY EXPERIENCE**

Founded in 2001, Stage 4 Solutions, Inc. is a Commonwealth of Pennsylvania certified small, diverse (minority-owned and women-owned) consulting and staffing firm (*Commonwealth of Pennsylvania Small Business Certification # 544506-2020-10-SB, Commonwealth of Pennsylvania Small Diverse Business Certification # 544506202010-SDB-MW*). We are committed to delivering trusted, flexible resource augmentation solutions for government agencies, high tech companies and healthcare organizations, nationwide.

Our company is headquartered in Saratoga, CA, and our PA office is located at 478 Adam Lane, Mechanicsburg, PA 17050, within less than 10 miles of Harrisburg, Pennsylvania.

Since our founding, Stage 4 Solutions has successfully served over a hundred organizations throughout the US, delivering over 3000 projects (contracted temporary staffing services). We utilize our network of over 50,000 experienced consultants and contractors to fast track critical initiatives and fill resource gaps within days. We have achieved 100% client referenceability with our clients. Since 2020, we have supported OST Inc. with their Commonwealth of PA IT Staff

Augmentation program, providing recruiting and staffing services for IT Staffing positions throughout participating agencies in the Commonwealth.

Our company's mission is to accelerate careers, organizations, and communities. We have built a truly open, honest, collaborative and inclusive work environment where new and diverse ideas are encouraged and celebrated. Currently, 43% of our team are ethnic minorities, and 53% are women. We are professional and ethical and treat all stakeholders with respect.

As a result of our success serving clients, we have been featured on Silicon Valley Business Journal's lists of the fastest growing private companies, the largest minority-owned business and the largest women-owned businesses in Silicon Valley since 2012, and recognized by Inc., as one of the fastest growing private companies in the USA.

Stage 4 Solutions has been profitable every year since 2001. We have kept our overhead expenses low and implemented robust processes and systems to ensure an effective cost structure to provide market competitive rates to clients, competitive compensation to employees, and profitability for the company. Our cost structures enable us to continuously invest in the company for future strategies.

Ongoing clear communication, collaboration and responsiveness are the key traits in our client relationship management process. We are flexible and can easily adapt our processes and methods based on the Commonwealth of Pennsylvania's specific requirements.

The key team members that will be assigned to this project have years of experience in the staffing industry; our CEO has over 20 years, Account Director has 23 years, Operations Director has 15 years of experience in the staffing industry.

If awarded the contract, Stage 4 Solutions' key responsibilities will include the following:

- Stage 4 Solutions will deliver all resources through the Office of Administration, Temporary Services Division.
- Stage 4 Solutions will not subcontract or outsource any part of this contract.
- Stage 4 Solutions will immediately replace any employee who is unavailable for a period of three (3) or more consecutive days.
- Upon receiving the Contractor Work Order, Stage 4 Solutions will notify the Office of Administration, Temporary Services Division within 24 hours if we are unable to provide requested staffing services.
- Upon request, Stage 4 Solutions will provide in writing, the full name, social security number, copy of resume, references, clear PA State Police Criminal Record Check of potential candidates for each assignment for the Office of Administration, Temporary Services Division.

We look forward to the opportunity to provide qualified administrative resources to help the Commonwealth of Pennsylvania agencies and departments obtain objectives.

## **Qualifications and Past Experiences**

For over 20 years, Stage 4 Solutions has successfully served over a hundred organizations throughout the US, delivering over 3000 projects in areas of administration/operations, technology and marketing.

### **Top clients we have provided clerical staffing services for include:**

**1- NetApp, Inc.**

Headquarters: 3060 Olsen Drive, San Jose, CA 95128

PA Office: 800 Cranberry Woods Drive, Suite 400, Cranberry Township, PA 16066

Since 2008, we have delivered hundreds of projects in administrative staffing, for NetApp's offices nationwide.

**2- VMware Inc.**

Headquarters: 3401 Hillview Ave Palo Alto, CA 94304

Since 2019, we have delivered over 20 projects in administrative consulting for VMware, Inc. in partnership with Kelly OCG, for VMware's offices nationwide.

**3- Neo4j Inc.**

Headquarters: 111 E 5th Avenue, San Mateo, CA 94401

Since 2019, we have delivered 10 projects in administrative staffing.

**4- Cloudian**

Headquarters: 177 Bovet Road, Suite 450 San Mateo, CA 94402

Since 2017, we have delivered projects in administrative staffing.

**5- Weka.io**

Headquarters: 910 E Hamilton Ave, Suite 430, Campbell, CA 95008

Since 2019, we have delivered projects in administrative staffing.

We understand that the job classifications included in the Statement of Work are Clerk and Clerk Typist. The ideal candidates have a minimum of one (1) year experience in an office setting, providing clerical duties including but not limited to screening phone calls, taking notes, providing basic information, answering questions related to work functions, opening and sorting mail, operating office equipment, performing data entry, proofreading, and have a working knowledge of Microsoft Office programs. Clerks are expected to enter data at a minimum 30 words per minute and Clerk Typists are expected to enter data at a minimum 40 words per

minute.

Some of the past projects related to Clerk and Clerk Typist job classifications that we have completed are listed below:

### **Clerk Typist, Administrative Assistant**

Our client had a joint product with another technology company, and they were in need of a consultant to help them coordinate meetings, enter and manage data, and provide customer service.

Stage 4 Solutions brought in a consultant who performed efficient data entry, data analysis, answered phone calls and managed meetings. Our consultant also helped our client's accounting manager to keep track of funds coming from the partner to ensure all funds were allocated appropriately and assisted in reporting.

### **Clerk, Administrative Assistant**

Our client was looking for a resource to help manage the logistics of client's new course launches.

Stage 4 Solutions brought in a consultant who managed the logistics of the new course launches; managed print and digital document archiving systems, compiled and entered data, answered phone calls, emails and scheduled meetings and provided information to clients and coworkers when needed.

### **Clerk Typist, Administrative Specialist**

Our client needed a resource to help them manage basic office tasks and coordinate a data analysis project.

Stage 4 Solutions brought in a resource to act as an office coordinator and work with coworkers to compile data and coordinate the analysis of data. Our consultant successfully compiled required data and handled data entry, scheduled meetings, answered basic questions.

### **Clerk, Office Assistant**

Our client needed a clerk who would be responsible for managing the day-to-day operations of the office and support the leadership team.

Stage 4 Solutions brought in a contractor who planned and managed clerical duties, screened phone calls, performed data entry, maintained inventory of office and kitchen supplies, greeted and coordinated office visitors and worked with external vendors. Our consultant was a perfect match to the client's needs and culture and possessed the required skills including knowledge of Microsoft Office.

### **Clerk Typist, Secretary**

Our client needed a clerk typist for a senior executive. They were looking for an experienced professional who had previous executive-level secretary experience and could manage a virtual team.

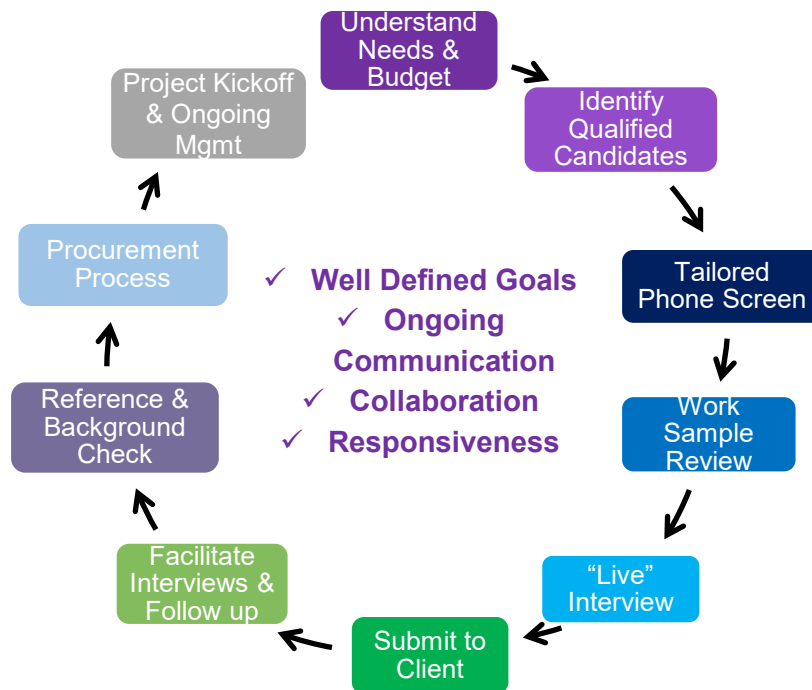
Stage 4 Solutions brought in a team member who managed meetings, answered phone calls, took messages, entered data, coordinated initiatives and projects, including training and development, basic data analysis and provided customer service when required. Our consultant was a power user of Microsoft Office programs.

## Processes and Project Management Team

### Our Approach and Process

At Stage 4 Solutions, we are dedicated to creating true partnerships with our clients built upon a foundation of clear communication, trust and respect. Since our founding in 2001, we have adopted this partnership approach and commitment to every engagement.

Our well-defined process allows us to provide candidates within one (1) day of receipt of a work order and fill resource gaps very quickly, even for hard-to-fill critical roles. We continuously grow our resource network in our services areas, by advertising on leading job portals and utilizing social media.



Stage 4 Solutions' Process

**Understand Needs:** Our approach to each project at each client starts with a thorough understanding of clients' needs, such as specific requirements, desired past experiences, pay rate, key expectations and how the role fits in the entire organization.

**Identify Qualified Candidates:** After having a clear understanding of the project needs, we prepare a tailored job description and questionnaire for each role and reach out to our 50,000+ network of professionals. In addition, we advertise on leading job portals and utilize social media to reach a broader audience.

In addition to utilizing our current team members, if awarded, following our process, we will post job openings for each job classification listed on the Contract (Clerk and Clerk Typist) for the desired location (Harrisburg, PA) and keep building our network to serve the Commonwealth of Pennsylvania effectively.

**Interview Process:** After receiving a pool of candidates, our specialized recruiters analyze the candidates' backgrounds and reach out to qualified professionals for the multi-step interview process. The first interview is conducted by the recruiter assigned to the role. Then, the shortlisted candidates are interviewed by Stage 4 Solutions' Account Directors and/or CEO. After the two-step interview process is completed and work samples are analyzed (if appropriate for the role), the selected candidates are presented to the client. The Stage 4 Solutions' team works with the client and candidates throughout the process to facilitate interviews and obtain feedback.

Due to the current work environment, the interviews are usually conducted by phone and Zoom (video). If required, our team can also conduct in-person interviews. The phone and video interviews with screen sharing features and analyzing work samples enable us to evaluate the candidate's knowledge and skills, such as Microsoft Word, Word Perfect, Excel, Access, Outlook and PowerPoint, spelling, grammar, communication skills, etc.

**Hiring Decision, Background Checks and Project Kick-Off:** If awarded, once the final candidate is identified, we will provide the full name, social security number, copy of resume, references, clear PA State Police Criminal Record Check of potential candidates for each assignment for the Office of Administration, Temporary Services.

During the project kickoff, our Account Director gets in contact with the clients' Project Manager(s) and candidate to ensure a success and mitigate any issues.

**Project Management:** After the project begins, our team works closely with the client's team and our consultant(s) to establish continued success and agile problem solving. Our team ensures timesheets are submitted on time, and reports and billings are provided on an agreed upon basis.

**Invoicing, Billing, Reporting and Time-Keeping:** As soon as we receive signed SOW and/or Work Order from the client, we add project to the invoicing schedule and follow the it on the daily basis. In the invoicing schedule, we note client requirements for the invoicing, due dates, invoice format, amount and how the invoice should be submitted. All invoices submitted per client requirements and by due date specified in the Contract.

All invoices need to be approved by the Accounting Manager and Account Manager before they are forwarded to the client. The invoices are entered into our accounting software, QuickBooks, and reports are easily generated based on the desired criteria.

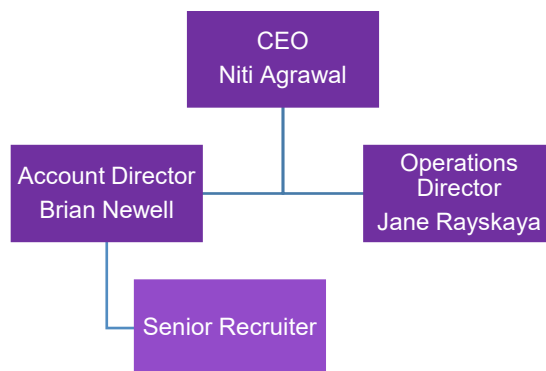
Employees submit timesheets which include the employee's total hours worked, itemized daily with description of the tasks. Hours worked are entered into ADP, our payroll processor, and all employees are paid via direct deposit.

We offer healthcare benefits, a 401K plan, and other benefits to all employees.

## Project Staffing Team Structure

Stage 4 Solutions' project team consists of the CEO, Account Director (located at PA Office), Operations Director and Senior Recruiters. The CEO and Account Director will act as the key points of contact between the Commonwealth of Pennsylvania and Stage 4 Solutions. The Account Director and the assigned Senior Recruiter work in tandem throughout the submission and interview process. The Account Director leads the project kickoff and ongoing project management activities. The Operations Director working with the Account Director ensures timesheets are submitted on time, prepares billings and assists in reporting, per the Commonwealth of Pennsylvania's guidelines.

## Sample Project Team Structure



## Resumes of Key Personnel:

### [Niti Agrawal, CEO, Stage 4 Solutions Inc.](#)

Niti has 25 years of marketing and management experience to her clients. Prior to founding Stage 4 Solutions in 2001, she held product marketing, channel, operations, and business development leadership roles at Oracle/Agile Software and HP, and was a certified CPA early in her career. Niti has been a speaker at industry associations in Silicon Valley and at leading



business schools, including Stanford University, Haas School of Business at UC Berkeley, and Santa Clara University. Niti has an MBA from Stanford University and a BS in Accounting and Finance with highest honors from The Wharton School of Business.

## **Experience**

### **STAGE 4 SOLUTIONS, INC.**

2001 - Present

*Founder and CEO, Marketing Consulting and Interim Staffing*

Stage 4 Solutions, Inc. accelerates agility by providing rapid access to experienced resources. We bring together the right people, processes and skills to help organizations achieve their performance objectives and meet diversity goals. As your flexible resourcing solution, we provide staff for part-time, short term or long-term projects, and contract and contract to perm roles. With a 19-year track record of creating success – we deliver multiple qualified candidates for your review within days and our placement success rate exceeds 99%.

Core Capabilities:

We provide flexible resourcing solutions in the following areas:

- Communications and Outreach: Community Programs, , Digital Marketing, Event Management, Launch Support, , Social Media, Strategy Development, Website Development, Internal Communications
- Human Resources/Administration/Finance: Change Enablement, Training, Accounting, Finance, Operations, Process Improvement, Assessment
- Technology: Project/Program Management, Business Analysis, Web/Mobile Development, Data Analysis, IT Support and Training

### **AGILE SOFTWARE**

San Jose, CA

*Director of Product Marketing, Agile Anywhere*

1999- 2001

- Responsible for establishing product positioning, product structure and pricing for the Agile Anywhere Product Suite, which represents approximately 90% of the revenue for Agile.
- Establish the Product Review Board, a cross-functional project review team and process.
- Managed a team of 5 Product Managers.

### **HEWLETT-PACKARD COMPANY**

Cupertino, CA

**NetServer Division & Services Division**

1995-1999

*Support Engineering Manager*

- Managed a team of up to 18 engineers, responsible for all hardware and software service and support features of a \$2 billion product family.

*Product Manager, HP NetServer LH & LC (PC Server) product families*

- Responsible for all worldwide marketing functions for a \$400 million business. Responsibilities included competitive analysis, strategic planning, pricing, forecasting and end of life management.
- Increased unit sales by 100% over one year.
- Identified and implemented a \$50 million product extension opportunity.

*Product Manager, LaserJet Printer Services and Support*

- Responsible for all marketing functions for a \$40 million business. This included pricing, service positioning, sales force training and competitive analysis.

**ADVANCED MICRO DEVICES, INC.**

*Senior Internal Auditor*

Sunnyvale, CA

1992 - 1993

**OSTEOPATHIC MEDICAL CENTER OF PHILADELPHIA**

*Hospital Accounting Manager, supervised a staff of five*

Philadelphia, PA

1991 - 1992

**DELOITTE & TOUCHE**

*Senior Auditor, promoted after one year*

Philadelphia, PA

1988 – 1991

- Managed all aspects of audit engagements including supervision, fieldwork, and completion of audit reports. Passed Pennsylvania CPA exam in first attempt. Certified as a CPA.

**Education**

**STANFORD GRADUATE SCHOOL OF BUSINESS**

Stanford, CA

M.B.A., June 1995

Elected Member of Student Government - Alumni Committee, Co-Organizer of South Asia Trip, Co-Chair of Challenge for Charity Food Committee

**THE WHARTON SCHOOL, UNIVERSITY OF PENNSYLVANIA**

Philadelphia, PA

BS in Economics, May 1988, Major in Finance and Accounting, *summa cum laude*

**Brian Newell, Account Director – Government Sector, Stage 4 Solutions Inc.**

Brian is tasked with business development and account management of our Government sector clients. He brings over 23 years of experience in the staffing industry as a consultative professional with a proven history of selling, servicing, managing and sustaining profitable staffing businesses. Brian studied Business Administration at Lebanon Valley College in Lebanon, PA and has a CSP certification from the American Staffing Association.

**Experience**

**STAGE 4 SOLUTIONS, INC.**

*Business Development Director – Government Sector*

2020 - Present

- Business development and account management of Local, State and Federal Government sector clients.

**ETALECO LLC.**

*Business Consultant*

2019 - 2020

- Created sales process for Federal and State Government IT accounts.
- Set up a National Account sales process for two national staffing companies.
- Trained internal recruiters and account managers on, Best Practices, in working with VMS companies and accounts.

## **EMPLOYBRIDGE**

*Area Director*

2017- 2019

- Actively developed the expertise of team members through modeling and training
- Created strategic plans, budgets and goals for the market
- Serving as business sales driver for the area. My team and I added 7 new VIP accounts totaling \$15,000,000 in top line revenue.
- Led the sales process and client development throughout the market

## **VIRTUAL RESOURCE MANAGEMENT CORPORATION**

*Vice President*

2013 –

2017

- Company was sold to and acquired by Block Staffing Companies.
- Managed the formation of Staffing business lines to create a staffing solution for our core customer base. IT, Engineering and Commercial Staffing units.
- Led Sales of new cliental on a national and local level including enhancing our VMS business.
- Created and managed a nationwide virtual recruiting team to support nationwide needs of customer base.

## **JFC STAFFING COMPANIES**

*Vice President of Sales/Director of Business Development*

2010 – 2013

Developed, implemented, managed and led a consultative sales process and sales team.

## **PROSAAMYA**

*Director of Staffing & Business Development, Consultant Position*

2009 – 2010

Managed the formation of Staffing business units to create a staffing solution for our core customer base.

## **VIRTUAL RESOURCE MANAGEMENT CORPORATION**

*National Recruiting Manager*

2008 – 2009

Managed the full life-cycle recruiting process for multiple positions, from sourcing to hire, within a fast-paced, high volume environment by establishing successful consultative relationships with hiring managers and cultivating a solid network of candidates.

## **KELLY SERVICES INC.**

*Staffing Industry Manager - District Manager*

1998 –

2008

Responsible for the overall operation of the market to meet and exceed financial targets. With a strong focus on continuous improvements, and responsible for management of a total of 10 Branch locations and 15 onsite locations. During my ten years, I was brought in to troubleshoot and get a market profitable and sustainable. I managed many markets and was considered a sales and management leader in the company. I was utilized in corporate sales initiatives and corporate account implementations.

## **Education**

1985-1987 Lebanon Valley College - General Studies

1987-1989 Harrisburg Area Community College - Business Administration

**Jane Rayskaya, Director of Operations, Stage 4 Solutions. Inc.**

Jane is responsible for human resources, payroll and accounting functions. Jane has extensive accounting experience through senior accountant and management roles in small to mid-size companies located in the San Francisco Bay Area. Prior to joining Stage 4 Solutions, Jane worked as a Senior Accountant for Crimson Consulting Group, a consulting firm. She was involved in all aspects of accounting, payroll and cash management. Jane holds a BS in Accounting from St. Petersburg University.

***Experience***

**STAGE 4 SOLUTIONS, INC.**

2012 –

*Current*

*Director of Accounting and Operations*

- Documenting and implementing accounting / HR policies and procedures.
- Processing paperwork for new contracts and employees.
- In charge of hiring process and maintaining personnel records.
- Collecting time cards, reviewing for accuracy and resolving any discrepancies with employees.
- Maintaining PTO schedule and payroll deductions.
- Processing bi-weekly payroll (ADP) and managing benefits.
- Processing Accounts payable invoices, weekly check runs.
- In charge of billing and AR communication.
- Monitoring consultant budgets and maintaining projects schedule.
- Calculating and maintaining commission schedule.
- Responding to requests from clients.
- Preparing journal entries, account reconciliations and analyses.  
Software: QuickBooks, Excel, PowerPoint, ADP, Salesforce.

**CRIMSON CONSULTING GROUP**

Los Altos CA

*Senior Accountant*

2007 –

2012

- Full charge processing of all AP invoices, from obtaining necessary approvals, coding to making sure invoices are within the budget and in compliance with purchase orders or contracts.
- Prepared weekly Cash Flow forecast and AP management reports.
- Prepared month end accruals, analysis of accounts, and responded to inquiries.
- Processed bi-weekly payroll and managed benefits; Prepared all payroll related journal entries.
- Maintained fixed asset and prepaid expenses schedule.
- Prepared balance sheet accounts reconciliation, adjusting journal entries and bank reconciliation.

**SNOW, BITTLESTON & CO, C.P.A. LLP**

Los Gatos, CA

*Staff Accountant*

2005 –

2006

- Audited company's monthly accounting activity.

- Prepared month-end journal entries and reconciled General Ledger.
- Created financial statements, prepared business and individual tax returns.
- Processed and reconciled payroll. Prepared 1099 forms and business property tax statements,

**KSE MICROELECTRONICS CORP.**

Santa Clara,

CA     *Accounting Manager*

1999 – 2004

- Produced financial and cash flow statements. Responsible for full cycle of monthly and yearly closing.
- Involved with external auditors for preparation of annual audit schedules and support documents.
- Processed payroll (ADP) and maintained 401(K) Plan

***Education***

- St.Petersburg University, B.S.degree in Accounting
- De Anza College, advanced accounting classes.
- UCSC Extension, Financial Accounting, Law & Human Resources Management, Benefits Management,
- Roger Philipp - CPA Review Course. Fred Pryor Seminars – Advanced Excel, HR and Payroll Law.

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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 Temporary Clerical Staffing Services.

#### **I.2 IFB-001.1b Purpose - Restricted Small Business Procurement (July 2012)**

The Commonwealth identified this procurement as fitting the established criteria under the Small Business Procurement Initiative set forth in Executive Order 2011-09. Accordingly, only those bidders who are certified as a Small Business through the Department of General Services' self certification process found at [www.smallbusiness.pa.gov](http://www.smallbusiness.pa.gov) are eligible to submit a bid and be awarded a contract in response to this IFB. In order to be eligible to receive an award in response to this procurement, the bidder must be certified at the time of bid opening and include a copy of the certification in the bid response.

#### **I.3 IFB-005.1 Type of Contract (Oct. 2006)**

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

#### **I.4 IFB-008.1C No Pre-bid Conference (Oct. 2006)**

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

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

#### **I.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-013.2 Small Business Procurement (July 2012)**

In order to be eligible to submit a bid in response to this procurement, a bidder must be certified as a Small Business with the Department of General Services at the time of bid opening. A copy of the Small Business Certification must be submitted with the bid response. Failure to submit the certification with the bid may result in the bid being rejected as non-responsive.

### **I.9 IFB-024.1 Bid Protest Procedure (April 2016)**

The Bid Protest Procedure is on the DGS website at

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

### **I.10 IFB-025.1 Electronic Version of this IFB (Oct 2006)**

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

### **I.11 IFB-027.1 COSTARS Program (January 2017)**

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

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

1. A "local public procurement unit" is:

- Any political subdivision (local government unit), such as a municipality, school district, or commission;
- Any public authority (including authorities formed under the Municipality Authorities Act of 1955 or

- other authorizing legislation, such as the Public Transportation Law or the Aviation Code);
- Any tax-exempt, nonprofit educational institution or organization;
- Any tax-exempt, nonprofit public health institution or organization;
- Any nonprofit fire, rescue, or ambulance company; and
- Any other entity that spends public funds for the procurement of supplies, services, and construction (such as a council of governments, an area government, or an organization that receives public grant funds).

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

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

- The Pennsylvania Turnpike Commission;
- The Pennsylvania Housing Finance Agency;
- The Pennsylvania Municipal Retirement System;
- The Pennsylvania Infrastructure Investment Authority;
- The State Public School Building Authority;
- The Pennsylvania Higher Education Facilities Authority, and
- The State System of Higher Education.

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

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

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

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

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

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

<b>Contractor Classification</b>	<b>Required Administrative Fee</b>
DGS-verified Small Diverse Business Bidder	\$166
DGS Self-Certified Small Business Bidder	\$500

All Other Bidders	\$1,500
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1. Each bidder electing to permit COSTARS Members to participate in the Contract must submit the COSTARS Program Election to Participate form with its bid submittal and pay the applicable Administrative Fee upon Contract award in order to sell the awarded items/services to COSTARS Members. If the bidder is a Department of General Services Self-Certified Small Business or Department of General Services-verified Small Diverse Business, a copy of its active Small Business Contracting Program certificate must be included with the bid submittal.

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

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

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

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

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

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

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

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

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

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

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

1. The Contractor shall submit the reports through the web-based COSTARS Suppliers' Gateway of the PA Supplier Portal at <https://pasupplierportal.state.pa.us/irj/portal/anonymous> , Enterprise

Applications. If a Contractor does not have access to the Internet, the Contractor shall send the reports, using the form and in the format prescribed by DGS, on compact disc via US Postal Service to the DGS COSTARS Program Office, Bureau of Procurement, 6th Floor Forum Place, 555 Walnut Street, Harrisburg, PA 17101-1914.

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

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

H. Additional information regarding the COSTARS Program is available on the DGS COSTARS Website at [www.costars.state.pa.us](http://www.costars.state.pa.us) .

1. If the Contractor is aware of any qualified entity not currently registered and wishing to participate in the COSTARS Program, please refer the potential purchaser to the DGS COSTARS Website at [www.costars.state.pa.us](http://www.costars.state.pa.us) , where it may register by completing the online registration form and receiving DGS confirmation of its registration. To view a list of currently-registered COSTARS member entities, please visit the COSTARS website.

2. Direct all questions concerning the COSTARS Program to:

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

#### **I.12 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.13 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.14 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.15 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.16 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.17 Submission-001.1 Representations and Authorizations (February 2017)**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **PART II - REQUIREMENTS**

### **PART II - REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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



## **PART III - SELECTION CRITERIA**

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

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

To be eligible for selection, a bid must be:

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

#### **III.2 III-IFB-006.1g Method of Award - All Bidder Plus Selection of Best Value (April 2011)**

Award will be made to all responsive and responsible bidders. The Issuing Office will also select a single best value contractor whose bid represents the best value to the Commonwealth taking into consideration all of the best value evaluation factors.

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

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

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

All tie bids will be broken by the Issuing Office.

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

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

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

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

**PART IV - WORK STATEMENT**

**PART IV - WORK STATEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Commonwealth and the Contractor specifically agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**V.18 CONTRACT-015.1 Compensation (Oct 2006)**

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

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

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

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

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

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

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

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

#### **V.21 CONTRACT-016.1 Payment (Oct 2006)**

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

#### **V.22 CONTRACT-016.2 Payment – Electronic Funds Transfer (February 2014)**

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

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

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



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

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

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

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

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

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

#### **V.27 CONTRACT-021.1 Default (Oct 2013)**

- a. The Commonwealth may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract or any Purchase Order for any of the following reasons:
  - 1) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;
  - 2) Failure to perform the work with sufficient labor, equipment, or material to ensure the completion of the specified work in accordance with the Contract or Purchase Order terms;
  - 3) Unsatisfactory performance of the work;
  - 4) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
  - 5) Improper delivery;

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

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

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

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

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

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

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

Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented

or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but aren't limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

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

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

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

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

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

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

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

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

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

b. If the Contractor or the contracting officer requests mediation and the other party agrees, the contracting officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the

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

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

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

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

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

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

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

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

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

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

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

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

### **V.33 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (August 2018)**

The Contractor agrees:

- 1.** In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- 2.** Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
- 3.** Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
- 4.** Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- 5.** The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
- 6.** The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- 7.** The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- 8.** The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- 9.** The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the

Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

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

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

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

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

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

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

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

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

**e. "Financial Interest"** means either:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

**V.36 CONTRACT-030.1 Americans with Disabilities Act (April 1, 2010)**

a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. Section 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. Section 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.

b. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of Subparagraph a above.

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

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

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

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

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

This Contract, including the Invitation for Bids, the Contractor's bid, all referenced documents, and any Purchase Order constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to

or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

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

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

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

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

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

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

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

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

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

c. The Commonwealth specifically reserves the right of the Commonwealth to conduct background checks over and

above that described herein.

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

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

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

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

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

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

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

- (1) Prepare an un-redacted version of the appropriate document, and
- (2) Prepare a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret, and
- (3) Prepare a signed written statement that states:

- (i) the attached document contains confidential or proprietary information or trade secrets;
  - (ii) the Contractor is submitting the document in both redacted and un-redacted format in accordance with 65 P.S. § 67.707(b); and
  - (iii) the Contractor is requesting that the document be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.
- (4) Submit the two documents along with the signed written statement to the Commonwealth.

**V.45 CONTRACT-037.2a Sensitive Information (Sept 2009)**

The Contractor shall not publish or otherwise disclose, except to the Commonwealth and except matters of public record, any information or data obtained hereunder from private individuals, organizations, or public agencies, in a publication whereby the information or data furnished by or about any particular person or establishment can be identified, except with the consent of such person or establishment. The parties shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a Commonwealth program affected by or benefiting from services under this Contract for any purpose not connected with the parties' Contract responsibilities except with the written consent of such recipient, recipient's attorney, or recipient's parent or guardian pursuant to applicable state and federal law and regulations.

Contractor will be responsible to remediate any improper disclosure of information. Such remediation may include, but not be limited to, credit monitoring for individuals for whom information has been released and reimbursement of any costs incurred by individuals for whom information has been released. Costs for which Contractor is responsible under this paragraph are not subject to any limitation of liability set out in this Contract or Purchase Order.

**V.46 CONTRACT-037.2b Health Insurance Portability and Accountability Act (HIPAA) Compliance (Oct 2013)**

The Health Insurance Portability and Accountability Act (HIPAA) Compliance requirements are set forth in the attachments to this solicitation.

**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-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.49 CONTRACT-052.1 Right to Know Law (Feb 2010)**

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

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

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

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

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

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

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

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

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

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

### **V.50 CONTRACT-053.1 Enhanced Minimum Wage Provisions (July 2018)**

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