



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

CHANGE Page 1 of 4
Contract No. 4600016618
Contract Original Approval Date: 02/15/2023

Purchasing Agent:
Name: Joslyn Thomas
Phone: 717-425-5043
Fax: 717-783-6241

Valid from/to: 02/01/2023 - 01/31/2025

Please Deliver To:

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

Your SAP Vendor Number With Us: 117182

Supplier Name/Address:

ASPLUNDH TREE EXPERT LLC
DBA ARBORCHEM PRODUCTS
941 NIXON DR
MECHANICSBURG PA 17055-4047
Supplier Telephone No: 717-766-6661
Supplier Fax No.: 717-918-5513

Your Quotation: Date:
Collective No.:
Our Quotation:

Payment Terms:
NET 30 DAYS

The Commonwealth of Pennsylvania, through the Department of General Services, accepts the submission of the Bidder/Contractor for the awarded item(s) at the price(s) set forth below in accordance with: 1) the RFQ submitted by the Bidder/Contractor, if any; 2) the documents attached to this Contract or incorporated by reference, if any, and 3) the contract terms and conditions stored on the website address at www.dgs.state.pa.us for this type of Contract as of the date of the RFQ, if any, or other solicitation for this Contract, all of which, as appropriate, are incorporated herein by reference. When the Bidder/Contractor receives an order from a Commonwealth agency, the order constitutes the Bidder/Contractor's authority to furnish the item(s) to the agency at the time(s) and place(s) specified in the order. RFQ, as used herein, means Request for Quotations, Invitation for Bids, Invitation to Qualify, or Request for Proposals, as appropriate.

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
10	301476 HERBICIDE,1084,1- 3,REF,41ADRIFTCON,3 2OZ	0.00	Ounce	0.59	1 Ounce	0.00
30	312011 HERBICIDE,1084,3- 5,REF,CLEANCUT,2.5G AL	0.00	US Gallon	12.50	1 US Gallon	0.00
40	312003 HERBICIDE,1093,18,RE F,OUSTXP,3LB	0.00	US Pound	33.00	1 US Pound	0.00

SEE LAST PAGE FOR ESTIMATED
TOTAL VALUE INFORMATION



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Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
50	312004 HERBICIDE,1093,23,RE F, OUST, EXTRA, 4LB	0.00	US Pound	33.00	1 US Pound	0.00
60	361402 HERBICIDE,1093,16,RA NGER PRO, 2.5 GAL	0.00	US Gallon	35.25	1 US Gallon	0.00
70	301441 HERBICIDE,1094,5- B, REF, KRENITE, S, 2.5G AL	0.00	US Gallon	115.50	1 US Gallon	0.00
80	311994 HERBICIDE,1094,14- A, REF, PLATEAU, 1GAL Valid from 01/12/2023 to 01/31/2024 Gross Price	0.00	US Gallon	123.00 USD	1 GAL	0.00
90	315053 HERBICIDE,1094,20,RE F, MILESTONE, 2.5GAL Valid from 01/12/2023 to 01/31/2024 Gross Price	0.00	US Gallon	325.00 USD	1 GAL	0.00
100	362338 HERBICIDE,1094,24,TE RRAVUE, 10LB Valid from 01/12/2023 to 01/31/2024 Gross Price	0.00	US Pound	100.00 USD	1 LB	0.00
110	322632 HERBICIDE,1093,16,R OUNDUPPROCON 15 GAL	0.00	US Gallon	32.25	1 US Gallon	0.00
120	322630 HERBICIDE,1093,19,2, ARSENAL POW 15 GAL	0.00	US Gallon	50.00	1 US Gallon	0.00



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Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
130	311232 HERBICIDE 1094 10-A REF GARLON 3A 15GAL	0.00	US Gallon	64.00	1 US Gallon	0.00
140	322631 HERBICIDE,1094,14,A, PLATEAU 15 GAL Valid from 01/12/2023 to 01/31/2024 Gross Price	0.00	US Gallon	140.25	1 US Gallon	0.00
			110.00 USD	1	GAL	
150	322633 HERBICIDE,1094,20,MI LESTONEVM 15GAL Valid from 01/12/2023 to 01/31/2024 Gross Price	0.00	US Gallon	329.00	1 US Gallon	0.00
			325.00 USD	1	GAL	
160	355788 HERBICIDE,1094,1,D,F REELEXX,15GAL Valid from 01/12/2023 to 01/31/2024 Gross Price	0.00	US Gallon	32.75	1 US Gallon	0.00
			30.00 USD	1	GAL	
170	355789 HERBICIDE,1094,21,D, METHOD240SL15GAL Valid from 01/12/2023 to 01/31/2024 Gross Price	0.00	US Gallon	343.04	1 US Gallon	0.00
			327.68 USD	1	GAL	
180	355790 HERBICIDE,1094,10,D, VASTLAN,15GAL Valid from 01/12/2023 to 01/31/2024 Gross Price	0.00	US Gallon	105.00	1 US Gallon	0.00
			102.00 USD	1	GAL	
190	312001 HERBICIDE,1094,5- B,REF,KRENITE,S,15G AL	0.00	US Gallon	97.00	1 US Gallon	0.00



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Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
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200	CUSTOM BLENDED HERBICIDE	0.00		0.00	0	0.00
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Item Text

Agencies shall utilize this line item for placement of POs for custom pre-blended herbicides, as defined in the contract specifications "Custom Pre-Blended Specialty Products" clause. The supplier's quote must be attached to the PO.

General Requirements for all Items:

No further information for this contract.

Estimated Total Value:

\$

Currency: USD



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NET 30 DAYS

The Commonwealth of Pennsylvania, through the Department of General Services, accepts the submission of the Bidder/Contractor for the awarded item(s) at the price(s) set forth below in accordance with: 1) the RFQ submitted by the Bidder/Contractor, if any; 2) the documents attached to this Contract or incorporated by reference, if any, and 3) the contract terms and conditions stored on the website address at www.dgs.state.pa.us for this type of Contract as of the date of the RFQ, if any, or other solicitation for this Contract, all of which, as appropriate, are incorporated herein by reference. When the Bidder/Contractor receives an order from a Commonwealth agency, the order constitutes the Bidder/Contractor's authority to furnish the item(s) to the agency at the time(s) and place(s) specified in the order. RFQ, as used herein, means Request for Quotations, Invitation for Bids, Invitation to Qualify, or Request for Proposals, as appropriate.

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
10	301476 HERBICIDE,1084,1- 3,REF,41ADRIFTCON,3 2OZ	0.00	Ounce	0.59	1 Ounce	0.00
20	301477 HERBICIDE,1084,4- 1,REF,DRYDEFOAMER ,1.5LB	0.00	US Pound	8.75	1 US Pound	0.00
30	312011 HERBICIDE,1084,3- 5,REF,CLEANCUT,2.5G AL	0.00	US Gallon	12.50	1 US Gallon	0.00

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Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
40	312003 HERBICIDE,1093,18,RE F,OUSTXP,3LB	0.00	US Pound	33.00	1 US Pound	0.00
50	312004 HERBICIDE,1093,23,RE F,OUST,EXTRA,4LB	0.00	US Pound	33.00	1 US Pound	0.00
60	361402 HERBICIDE,1093,16,RA NGER PRO,2.5 GAL	0.00	US Gallon	35.25	1 US Gallon	0.00
70	301441 HERBICIDE,1094,5- B,REF,KRENITE,S,2.5G AL	0.00	US Gallon	115.50	1 US Gallon	0.00
80	311994 HERBICIDE,1094,14- A,REF,PLATEAU,1GAL	0.00	US Gallon	123.00	1 US Gallon	0.00
90	315053 HERBICIDE,1094,20,RE F,MILESTONE,2.5GAL	0.00	US Gallon	325.00	1 US Gallon	0.00
100	362338 HERBICIDE,1094,24,TE RRAVUE,10LB	0.00	US Pound	100.00	1 US Pound	0.00
110	322632 HERBICIDE,1093,16,R OUNDUPPROCON 15 GAL	0.00	US Gallon	32.25	1 US Gallon	0.00
	Description of Changed Field:		Description changed			
	Old Value:		HERBICIDE,1093,16,ACCORD X RT 15 GAL			
	New Value:		HERBICIDE,1093,16,ROUNDUPPROCON 15 GAL			



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Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
120	322630 HERBICIDE,1093,19,2, ARSENAL POW 15 GAL	0.00	US Gallon	50.00	1 US Gallon	0.00
130	311232 HERBICIDE 1094 10-A REF GARLON 3A 15GAL	0.00	US Gallon	64.00	1 US Gallon	0.00
140	322631 HERBICIDE,1094,14,A, PLATEAU 15 GAL	0.00	US Gallon	110.00	1 US Gallon	0.00
150	322633 HERBICIDE,1094,20,MI LESTONEVM 15GAL	0.00	US Gallon	325.00	1 US Gallon	0.00
160	355788 HERBICIDE,1094,1,D,F REELEXX,15GAL	0.00	US Gallon	30.00	1 US Gallon	0.00
170	355789 HERBICIDE,1094,21,D, METHOD240SL15GAL	0.00	US Gallon	327.68	1 US Gallon	0.00
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Item Text
Agencies shall utilize this line item for placement of POs for custom pre-blended herbicides, as defined in the contract specifications "Custom Pre-Blended Specialty Products" clause. The supplier's quote must be attached to the PO.



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General Requirements for all Items:

No further information for this contract.

Estimated Total Value:

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Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
191	363318 HERBICIDE,1094,21,RE F,ESC,FLX,MET,15GAL	0.00	US Gallon	47.76	1 US Gallon	0.00

Item Text
 Line #191 Added through the additional materials language of the contract. 02-06-24 JJT.

*** New Item ***

Description of Changed Field: Text changed

Old Value:

New Value:

200	CUSTOM BLENDED HERBICIDE	0.00		0.00	0	0.00
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Item Text
 Agencies shall utilize this line item for placement of POs for custom pre-blended herbicides, as defined in the contract specifications "Custom Pre-Blended Specialty Products" clause. The supplier's quote must be attached to the PO.

General Requirements for all Items:

No further information for this contract.

Estimated Total Value:
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 Currency: USD

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PART I - GENERAL INFORMATION

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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 ALL USING AGENCIES to satisfy a need for Herbicides.

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

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

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

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

I.4 IFB-009.1 Questions (February 2012)

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

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

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

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

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

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

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

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

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

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

The Bid Protest Procedure is on the DGS website at

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

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

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

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

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

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

1. A “local public procurement unit” is:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Direct all questions concerning the COSTARS Program to:

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

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

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

I.11 IFB-030.1 Approved Equal (Nov 2006)

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

I.12 IFB-031.1 Alternates (Oct 2013)

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

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

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

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

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

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

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

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

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

I.16 Submission-001.1 Representations and Authorizations (February 2017)

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

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

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

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

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

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

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

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

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

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

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

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

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

PART II - REQUIREMENTS

PART II - REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

PART III - SELECTION CRITERIA

PART III - SELECTION CRITERIA

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

To be eligible for selection, a bid must be:

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

III.2 III-IFB-006.1h Method of Award - Single Award by Line Item (February 2012)

A single award by line item will be made to the lowest responsive and responsible bidder.

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

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

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

All tie bids will be broken by the Issuing Office.

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

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

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

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

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

Any rebate applicable at the time of bid should be taken into consideration by the bidder in calculating its bid price. Bidders must specifically state in their bid proposal, when applicable, that rebates have been considered in arriving at the bid price. Following award, the Commonwealth will assign to the awarded bidder, any rebates which the bidder stated that he took into consideration. If the bidder fails to include such a statement, the Commonwealth will receive the full benefit of the manufacturer's rebate.

PART IV - WORK STATEMENT

PART IV - WORK STATEMENT

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

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

PART V - CONTRACT TERMS and CONDITIONS

PART V - CONTRACT TERMS and CONDITIONS

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

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

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

The initial term of the Contract shall be 01 year(s) and 00 month(s).

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

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

V.3 CONTRACT-002.2b Renewal of Contract Term – Mutual (Oct 2013)

The Contract may be mutually renewed for a maximum of 4 additional 1 year term(s), so long as the Commonwealth provides written notice to Contractor of its intention to extend the Contract by letter dated not less than 090 days prior to the expiration of the term of the agreement, or any extension thereof, and the Contractor consents to the renewal not less than 060 days prior to the expiration of the term of the agreement or any extension thereof. The renewal may be exercised as individual or multiple year terms(s). Any renewal will be under the same terms, covenants and conditions. No further document is required to be executed to renew the term of the contract.

V.4 CONTRACT-002.2g Renewal of Contract Term; Adjusted Prices - Custom (Oct 2006)

Reference the contract Specifications document, Section 13. Price Adjustment Clause.

V.5 CONTRACT-002.3 Extension of Contract Term (Nov 30 2006)

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

V.6 CONTRACT-003.1a Signatures – Contract (July 2015)

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

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

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

The Commonwealth and the Contractor specifically agree as follows:

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

V.7 CONTRACT-004.1a Definitions (Oct 2013)

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

- a. Agency: The department, board, commission or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this contract, that entity shall also be identified as "Agency".
- b. Contracting Officer: The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.
- c. Days: Unless specifically indicated otherwise, days mean calendar days.
- d. Developed Works or Developed Materials: All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other tangible material without limitation authored or prepared by Contractor as the work product covered in the scope of work for the Project.
- e. Documentation: All materials required to support and convey information about the services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.
- f. Services: All Contractor activity necessary to satisfy the Contract.

V.8 CONTRACT-005.1a Purchase Orders (July 2015)

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

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

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

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

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

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

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

V.9 CONTRACT-006.1 Independent Prime Contractor (Oct 2006)

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

V.10 CONTRACT-007.01a Supplies Delivery (Nov 30 2006)

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

V.11 CONTRACT-007.02 Estimated Quantities (Nov 30 2006)

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

V.12 CONTRACT-007.11 Pallets (Oct 2006)

All materials delivered under this Contract must be delivered on non-returnable wooden pallets so that they can be unloaded using a forklift. The total height of the palletted materials (including the height of the pallet) must not exceed 52 inches. Each carton in the pallet must have the commodity code and purchase order number on the outside of the carton. A packing slip must accompany each shipment.

V.13 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.14 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.15 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.16 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.17 CONTRACT-010.2 Product Conformance (March 2012)

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

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

V.18 CONTRACT-010.3 Rejected Material Not Considered Abandoned (March 2012)

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

V.19 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.20 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.21 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.22 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.23 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.24 CONTRACT-015.2 Billing Requirements (July 2021)

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;
- 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.25 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.26 CONTRACT-016.2 Payment – Electronic Funds Transfer (July 2022)

- a. The Commonwealth will make contract payments through 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.27 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.28 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.29 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.30 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.31 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.32 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.33 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.34 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.35 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.36 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.37 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.38 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.39 CONTRACT-029.1 Contractor Responsibility Provisions (July 2021)

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 search the current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment List tab.

V.40 CONTRACT-030.1 Americans with Disabilities Act (July 2021)

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

- 1 Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 C. F. R. § 35.101 et seq., the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
- 2 The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

V.41 CONTRACT-031.1 Hazardous Substances (April 2017)

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

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

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

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

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

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

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

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

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

V.42 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.43 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.44 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.45 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.46 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.47 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.48 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.49 CONTRACT-046.1 Manufacturer's Price Reduction (Oct 2006)

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

V.50 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.51 CONTRACT-052.1 Right to Know Law (Feb 2010)

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

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

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

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

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

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

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

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

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

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

SPECIFICATIONS

Herbicides

1. OVERVIEW: This Invitation for Bid (IFB) 6100057294 (identified here and in the other documents as the "Contract") is being issued by the Pennsylvania Department of General Services (DGS) and will cover the requirements of the Commonwealth of Pennsylvania (Commonwealth) Agencies for Herbicides. In addition, Local Public Procurement Units (COSTARS), as defined by the Commonwealth Procurement Code, may use this contract in accordance with the COSTARS Provision contained within the contract terms and conditions.

2. METHOD OF AWARD: Individual Items # 1 - 45, which are identified as (Individual) on Attachment A – Herbicide Bid Sheet will be awarded by line item to the lowest responsive and responsible bidder. Individual items bid are evaluated at the base unit of measure listed on the bid sheet.

Group Bid Items # 46 – 54, which are identified as (Group Bid) on Attachment A – Herbicide Bid Sheet will be awarded as a group to the lowest responsive and responsible bidder based upon total group bid cost. All items listed within the group and identified as a "group bid" must be bid to be considered for award. Awarded Supplier must be able to provide all items bid and awarded under the group bid.

3. BIDDING INFORMATION: Bidders must enter bid pricing into the attached Herbicide Bid Sheet (Attachment A) and submit it along with the bid response.

The following documents are required to be completed and returned with your electronic bid. These are in addition to any other requirements to submit documentation within the bid specifications. Bids may be rejected for failure to return required documents.

- Attachment A – Herbicide Bid Sheet in **Excel** format. Do *not* provide in PDF format. **Failure to return this document or to return it without bid pricing will result in the bid being rejected.**
- Attachment B – State of Manufacture Chart (This is the Reciprocal limitations Act GSPUR-89 included as Attachment B to this Solicitation)
- Attachment C – Iran Free Procurement Certification Form
- Attachment D – Lobbying Certification Form
- Attachment E – BOP-2201 Worker Protection and Investment Certification Form
- COSTARS Program Supplier Election to Participate form (if applicable)
- Copy of active DGS Certified Small Business certification (if applicable)
- Herbicide Literature, as described in these specifications.

4. QUALIFICATION & REGISTRATION: Award is limited to those Suppliers who are authorized to sell the awarded herbicide product(s) in Pennsylvania. Suppliers must have proof that the product(s) are registered with the Pennsylvania Department of Agriculture and the United States Environmental Protection Agency (EPA). Bidders are to provide the EPA number for each product they bid.

5. SPECIFICATIONS: The following Pennsylvania Commercial Item Descriptions (PCID) and their effective dates apply to appropriate items as listed within the bid. These specifications are available for download from the Department of General Services Website at: <http://www.dgs.internet.state.pa.us/CommodityItemDescriptions/>. Enter the number portion only of the PCID listed below:

- PCID 1084: Adjuvants, effective December 15, 2014
- PCID 1092: Herbicides, Aquatic, effective March 9, 2021
- PCID 1093: Herbicides, Non-Selective, effective December 20, 2016
- PCID 1094: Herbicides, Weed & Brush Control, effective October 26, 2022

6. PENNDOT (PD) APPROVED LIST & PCID:

- a) Herbicide products identified on Attachment A – Herbicide Bid Sheet by a **red PD** have undergone Roadside Vegetative Management research & testing by Penn State University over a period of several years. These have been included in the herbicide contract as a direct result of this. Products bid for line items identified with the **red PD** must be the trade name brand product or the listed equivalent/generic version where referenced in column G.

Equivalent/Generic items listed under the **red PD** line items have been identified as being awarded under the current or prior herbicide contract and are acceptable equivalents/generics based on satisfactory usage during the contract period.

No other brands/generic will be accepted for these line items.

If you would like a specific herbicide considered for inclusion on future bids for any of these line items listed on the excel bid sheet, you may submit the herbicide product for Roadside Vegetative Management research & testing. The herbicide product must pass the initial review to be considered. Factors taken into consideration for approval are (but not limited to): The intended PCID usage, Agency need and value-added benefits. If the product is approved for the Roadside Vegetative Management research & testing you will be required to submit a sample for testing and have a representative available for pre-testing questions, conference calls and results (if applicable). Quantity of sample to be determined by the Department of Transportation (PennDOT). For consideration, submit your request in writing along with a label and a Material Safety Data Sheet (MSDS) and indicate which line item on the bid sheet it is being considered to:

Joseph Demko, Roadside Manager
PA Department of Transportation
Bureau of Maintenance and Operations
400 North Street, 6th Floor | Harrisburg, PA 17120-0041
Phone: 717.783.9453 | Fax: 717.787.7839
jodemko@pa.gov

You may submit request via email. Please CC: Jamon Fogarty (jafogarty@pa.gov), Commodity Manager, DGS.

- b) For line items identified on Attachment A – Herbicide Bid Sheet with **PCID**, bidders may bid trade name brand or generic/equivalent. Product bid must meet the PCID specifications for that line item, as referenced in paragraph 5 of these Specifications.

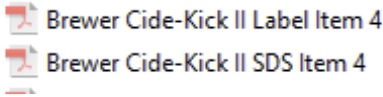
7. CUSTOM PRE-BLENDED SPECIALTY PRODUCTS: Suppliers awarded a contract through this IFB will be provided the opportunity to supply custom, pre-blended specialty products to using agencies on an as requested basis. The intent of these efforts is to allow using agencies to establish commonly used herbicide blends for future inclusion in the contract as stand-alone products.

When an agency identifies a need for a custom, pre-blended product, they will issue a request for quote to all awarded suppliers. The request for quote shall include, at minimum, a material specification, desired application, estimated quantity and preferred packaging/container size. Interested suppliers shall, within 48 hours, respond with an itemized quote that lists the cost of each ingredient, processing/blending fee, and any other cost factors that apply to the finished product. The requesting agency will issue a purchase order to the supplier offering the lowest priced quote. Agencies shall utilize the “Custom Blended Herbicides” line item on the supplier’s contract for placement of the resulting purchase order(s) and attach the supplier’s quote to the PO.

When supplying custom, pre-blended products, the supplier is responsible for ensuring that all containers are properly labeled in accordance with EPA industry standards and clearly lists the percentage of each active ingredient.

8. HERBICIDE LITERATURE (LABELS and SDS): Bidders shall indicate Name of Manufacturer and trade name and attach with their electronic bid response, descriptive literature (authentic product labels or legible copies of authentic product labels and Safety Data Sheet) of items. Mark both the label and SDS with the item number from the bid sheet for which they pertain, the trade/generic name of the product you are bidding for that particular item number, product manufacturer and if it's a label or SDS. (see sample below):

LABEL TEXT EXAMPLE: Brewer Cide-Kick II Label Item 4
SDS TEXT EXAMPLE: Brewer Cide-Kick II SDS Item 4



Failure to attach literature and its information noted above to the electronic bid response may result in rejection of bid.

9. MINIMUM ORDER: See Attachment A – Herbicide Bid Sheet for the minimum shipment for each product.

10. DELIVERY: All deliveries shall be made FOB Destination to any using location. Bid prices shall include all transportation, delivery, and handling charges. All products ordered from this contract shall be delivered within a reasonable time, not to exceed ten (10) calendar days after receipt of purchase order, unless otherwise agreed to, in writing, between DGS and the Supplier. No shipments will be accepted after 3:00 P.M. Monday thru Friday, or on State Holidays.

11. SPECIAL DELIVERY REQUIREMENTS:

a.) Returnable-Refillable Container Program & Group Bid Items: Applies to designated items only. Items included in this program are indicated as such on the bid sheet.

Container:

- DOT certified returnable-refillable container with a capacity of 15 gallons
- 9 containers per pallet (135 gallons)
- Minimum shipment 1 pallet
- Stacking of containers is permitted according to container manufacturer specifications
- Must meet all Federal and State laws and regulations
- Constructed of medium density polyethylene and the color being natural
- Have handling rings on top and bottom
- Have a sump under dip tube opening (s) to allow complete extraction of material
- Not to exceed 21 inches in diameter

Dispensing System:

- Orders shipped in returnable-refillable containers
- All containers equipped with Micromatic® drum valves and dip tubes or similar valving system compatible with Micromatic® coupler
- All drums made tamper evident to eliminate potential cross contamination

Delivery:

- Commonwealth agency shall place orders to initiate delivery of product
- Commonwealth agency will initiate pick-up of empty containers
- Supplier shall pick-up and deliver product to the agency location during normal agency business hours

b.) Service Container for 15 Gal Returnable/Refillable Containers & Esplanade 200SC:

Provide upon request:

Service Containers, in 2.5-gallon containers or less, as defined below:

- Department of Agriculture regulations title 7, chapter 128, page 128-4
Service container—a container other than the original labeled container of a registered pesticide used for the purpose of holding, storing or transporting an original registered pesticide material or a pesticide end-use dilution.

Service Container labels to indicate the name and percentage of active ingredients and is accompanied by a readily available copy of the registered label that represents the pesticides contained therein.

c.) Calibrated Measuring Device:

One calibrated measuring device will be included per shipment for the following products:

- SAP Material # 312003 Oust XP
- SAP Material # 312004 Oust Extra
- SAP Material # 312000 Escort XP

12. CUSTOMER SERVICE & SUPPORT: Awarded suppliers must offer ongoing telephone technical assistance to all using agencies and entities.

Upon request, the awarded suppliers shall make staff available to provide technical advice. These staff shall have knowledge and experience in managing vegetation and a least two (2) years' experience in recertification training and herbicide applications.

Upon request, the awarded suppliers shall be required to assist in researching the following: effectiveness of various products and application techniques and methods, comparison of new to existing products, and evaluation of product and/or application performance in controlling weeds, brush, and other undesirable vegetation.

Awarded Suppliers shall also assist and/or provide field advice when new products are introduced and application techniques are initiated.

The following requirements are agency-specific PennDOT:

Upon request, the awarded suppliers shall assist in the four (4) regional applicator recertification training on an annual basis and be available to visit each of the eleven (11) PennDOT districts for on-site applicator training, equipment troubleshooting or weed control advice at least once a year.

13. PRICE ADJUSTMENT CLAUSE: Awarded suppliers may request to adjust their base material prices at the time of contract renewal. All requests to adjust pricing must be submitted to the Issuing Office for review no later than 60 days prior to the end of the current contract term. The awarded supplier is required to justify all price changes by providing supporting documentation along with a clear, concise summary of the requested price change. If the price adjustment is approved by the Issuing Office, it will be in effect at the beginning of the renewal period.

14. ADDITION OF LINE ITEMS: Additional line items that are reasonably construed to be within the scope of this procurement may be added to the contract at the request of the using agency. In the event that DGS determines that the additional line item should be added, DGS will contact all suppliers who have been awarded a contract as a result of this procurement and request pricing of the new item. Award of the new item shall be based upon the lowest price received from the responding suppliers.

15. WORKER PROTECTION AND INVESTMENT: Pursuant to Executive Order 2021-06, Worker Protection and Investment (October 21, 2021), the Commonwealth is responsible for ensuring that every Pennsylvania worker has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with all applicable Pennsylvania state labor and workforce safety laws. Such certification shall be made through the Worker Protection and Investment Certification Form (BOP-2201), included here as Attachment E, and submitted with the bid, proposal or quote.

16. E-INVOICING: The PA Office of the Budget has initiated an E-Invoicing program that enables vendors to submit invoices via email. Submitting invoices via email enables vendors to save printing and postage costs, paper supplies, and mailing time needed to transmit paper invoices. The program's guidelines are available on the E-Invoicing website, located at <http://www.budget.pa.gov/Services/ForVendors/Pages/default.aspx>

17. POST AWARD ADMINISTRATION: The Suppliers performance shall be monitored and evaluated in accordance with the requirements outlined in the Contract. At a minimum, the Suppliers' performance shall be evaluated on an annual basis. Suppliers may be required to attend Contract Performance Review meetings. These meetings will be for the purpose of providing Supplier performance reviews, discussion of issues either party may have concerning the Contract or to evaluate the overall progress of the Contract. The meetings will be held quarterly, semi-annually or annually at the discretion of the Department of General Services, or upon special request of the using agencies.

18. INQUIRIES: Direct all inquiries concerning this solicitation via e-mail with the subject heading of "Herbicides Bid 6100057294" to the following:

Joslyn Thomas, Commodity Specialist
DGS Bureau of Procurement
joslthomas@pa.gov



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA COMMERCIAL ITEM DESCRIPTION (PCID)

PCID NO. 1084
Eff. 12/15/2014

Adjuvants

(Supercedes PCID 1084 eff. 1/4/2013)

This Pennsylvania Commercial Item Description covers requirements for various adjuvants to be used with pesticides. Product shall conform to the following requirements unless otherwise noted on the request for proposals or invitation for bids.

1.0 Classification – The adjuvants shall be of the following types and classes meeting the requirements specified herein.

Type 1- Drift Control Adjuvants Type 2 - Surfactant Adjuvants Type 3 – Spray Oil Adjuvants
 Type 4 - De-Foaming Adjuvants Type 5 - Polymeric Pattern Marker

2.0 Requirements - The products shall be clean, uniform and free from any defects, which might impair their utility.

2.1 Type 1- Drift Control Adjuvants

2.1.1 Class 1 – Acrylic acid copolymer: The spray additive shall have 30% minimum principal functioning agent as acrylamide/acrylic acid copolymer and remainder inert ingredients.

2.1.2 Class 2 – Polyvinyl polymer (polyacrylamide): The spray additive shall have 30% principal functioning agent as polyvinyl polymer (polyacrylamide) and 70% inert ingredients.

2.1.3 Class 3 – Polyacrylamide Polymer (Polysaccharide Polymer): The dry flowable additive shall have 27% polyacrylamide polymer, 3% polysaccharide polymer functioning agent and 70% inert ingredients.

2.1.4 Class 4 - Polyvinyl polymer (polyacrylamide): The spray additive shall have 37% principal functioning agent as polyvinyl polymer (polyacrylamide) and 63% inert ingredients.

2.2 Type 2 - Surfactant Adjuvants

2.2.1 Class 1 – Alkylaryl polyoxyethylene (low foam): The low foam nonionic surfactant shall have a minimum of 90% principal functioning agents as alkylaryl polyoxyethylene, glycols, free fatty acids and isopropanol, and a maximum of 10% inert ingredient (water). This product must be labeled for aquatic use.

2.2.2 Class 2 – Poly-l-p-Menthene: The non-ionic surfactant shall have 96% principal functioning agent as Poly-l-p-Menthene and 4% inert ingredients.

2.3 Type 3 – Spray Oil Adjuvants

2.3.1 Class 1 - Aliphatic-based oil/nonionic emulsifiers/citrus scented: The spray oil adjuvant shall have 83% principal functioning agent as aliphatic- and cyclic-based natural and petroleum products, and 17% principal functioning agent as non-ionic blended emulsifiers (containing citrus-scented masking agent).

2.3.2 Class 2 - Citrus oil extract with emulsifiers: The spray oil adjuvant shall be a biodegradable, low viscosity, natural terpene oil, and shall have 100% principal functioning agent as d-limonene and emulsifiers. The spray oil shall not contain petroleum derivatives.

2.3.3 Class 3 - Aliphatic-based oil/nonionic emulsifiers/pine scented: The spray oil adjuvant shall have 83% principal functioning agent as aliphatic- and cyclic-based natural and petroleum products, and 17% principal functioning agent as non-ionic blended emulsifiers (containing pine-scented masking agent).

2.3.4 Class 4 - Pine oil extract with emulsifiers: The spray oil adjuvant shall be a biodegradeable, low viscosity, natural terpene oil, and shall have 100% principal functioning agents as d,l-limonene and related isomers and emulsifiers. The spray oil shall not contain petroleum derivatives.

2.3.5 Class 5 - Aliphatic-based oil/surfactants: The spray oil adjuvant shall have 83% principal functioning agent as refined paraffinic oil, phyto bland, and MINIMUM 16% principal functioning agent as non-ionic blended surfactants and emulsifiers, and/OR 1% inert ingredients.

2.3.6 Class 6 - Paraffinic oil/emulsifiers/surfactants: The spray oil adjuvant/carrier concentrate shall consist of 97.35% phyto bland, paraffinic oil blend and 2.65% emulsifiers and surfactants as principal functioning agents capable of creating a thin invert emulsion for the Thinvert Application System.

2.3.7 Class 7 - Oil Penetrant and Low Volume Basal Oil: Shall consist of 100% aliphatic hydrocarbon oil as principal functioning agent.

2.4 Type 4 - De-Foaming Adjuvants

2.4.1 Class 1 – Dry: The defoaming adjuvant shall contain a minimum of 10% active ingredient as polydimethylsiloxane and a maximum of 90% inert ingredients.

2.4.2 Class 2 – Liquid: The defoaming adjuvant shall contain a minimum of 10% active ingredient as polydimethylsiloxane and a maximum of 90% inert ingredients.

2.5 Type 5 - Polymeric Pattern Marker

2.5.1 Class 1 - The polymeric pattern marker shall be 100% polymeric colorant and shall not contain any dye or ink. This product must be labeled for industrial and highway use, as a spray pattern indicator.

3.0 Sampling, Inspection and Testing - Sampling for prior to/post-award testing, if required, will be as defined in the Invitation to Bid Proposal. Inspection may be made at place of manufacture at the option of the Commonwealth after an award has been made. Inspection for final acceptance shall be made at the place of delivery and/or after laboratory testing to determine whether product or service meets the specification requirements. Samples for inspection and after-delivery testing shall be selected by simple random sampling. If defects are detected during the course of delivery, or after product has been delivered, the Commonwealth reserves the right to reject the defective product and require replacement at no cost to the Commonwealth, or cancel the contract and surcharge the contractor for any expense incurred by the cancellation of the contract and in securing satisfactory materials, if the vendor fails to apply timely and corrective measures. When necessary, tests shall be made in accordance with the applicable test methods as described in the current edition of the Official Methods of Analysis of the Association of Official Analytical Chemists (A.O.A.C.). (Consideration may be given to the manufacturer's standard test methods.)

4.0 Packaging -Unless otherwise specified, formulations shall be packaged in new containers according to manufacturer's standard commercial practice. Cans shall be of a nature to resist corrosion from the time of delivery to a minimum of twelve (12) months in storage. Liquid and flowable formulations shall be packaged in new, unused, non-returnable, corrosion resistant cans, drums, pails or product-compatible plastics, in the sizes as specified. Wettable powders and granular formulations shall be packaged in sift-proof, odor-proof, bags, sacks, or fiber drums, in the sizes as specified. Shipping containers shall be standard commercial containers acceptable by all common carriers.

5.0 Marking - Each container shall have a current label, which includes directions for its use. Statements of liquid measure shall be in terms of the United States gallon @ 68 ° F. Each shipping container shall be clearly marked with the name of contents, the amount contained, the batch or lot number, the contract or order number or numbers, and the name of the receiving party as shown on the face of the contract or order.

6.0 Material Masters – This PCID encompasses requirements for the following material masters:

SAP Material No.	Description	SAP Material No.	Description
301476	Drift Control Additive Type 1, Class 3 Ref: 41A	312013	Oil Penetrant and Low Volume Basal Oil Type 3, Class 7 Ref: Hy-Grade 1 Mineral Oil
312009	Surfactant Low Foam for Aquatic Use Type 2, Class 1 Ref: Chemsurf 90	301477	De-Foaming Adjuvant Type 4, Class 1 Ref: Dry Defoamer
312010	Spray Oil Adjuvant Pine Oil Extract Type 3, Class 4 Ref: Cide Kick II	312012	Polymeric Pattern Marker Type 5, Class 1 Ref: Bullseye No Substitution
312011	Spray Oil Adjuvant Unscented Type 3, Class 5 Ref: Clean Cut	322637	Drift Control Additive Type 1, Class 4 Ref: Garco Control

7.0 Documents Sources –

Association of Analytical Chemists
481 North Frederick Avenue
Suite 500
Gaithersburg, MD 20877-2417

Quality Assurance Supervisor
Brian Vulgaris

Director, Quality Assurance
Janice Pistor



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA COMMERCIAL ITEM DESCRIPTION (PCID)

PCID NO. 1092
Eff. 9 March 2021

Herbicides (Aquatic)

(Supersedes PCID 1092 eff. **22 Feb 2019**)

This Pennsylvania Commercial Item Description covers requirements for various aquatic herbicides to be used for aquatic plant and algae control in public waters. Product shall conform to the following requirements unless otherwise noted on the request for proposals or invitation for bids.

1.0 Classification - The herbicides shall be of the following types meeting the requirements specified herein.

Type 15 - Glyphosate Liquid

Type 16 - Fluridone, Aqueous Suspension

Type 17 - Fluridone, Pellet

Type 18 – Diquat Dibromide Liquid, 37.3%

Type 19 – 2,4-D Dichlorophenoxyacetic acid

Type 20 – Glyphosate Liquid

Type 21 – Copper-Ethanolamine Liquid, 9%

Type 22 – Copper as Elemental Liquid

Type 23 - Copper Sulfate Pentahydrate Crystals

Type 24 - Isopropylamine Salt of Imazapyr Liquid

Type 25 – Copper as Elemental Granular

Type 26 – Ammonium Salt of Imazamox Liquid

Type 27 – Triclopyr Liquid

Type 28 – Dipotassium salt of endosulfar

Type 29-Sodium Carbonate Peroxyhydrate (SCP) Granular

Type 30 – florypyrauxifen-benzyl, 2.7%

2.0 Requirements - The products shall be clean, uniform and free from any defects, which might impair their utility.

2.1 Type 15 - Glyphosate Liquid, containing a minimum of 2.8 lbs. of glyphosate acid per US gallon labeled for aquatic and no-crop right-of-way areas without a surfactant.

2.2 Type 16 - Fluridone, Aqueous Suspension, containing 41.7% active ingredient as 1-methyl-3-phenyl-5-[3-(trifluoromethyl) phenyl]-4(1H)-pyridinone. Contains four (4) pounds active ingredient per gallon.

2.3 Type 17 - Fluridone, Pellet

2.3.1 Type 17, Class 1 - Fluridone, Pellet, containing 5% active ingredient as 1-methyl-3-phenyl-5-[3-(trifluoromethyl) phenyl]-4(1H)-pyridinone. Contains two (2) pounds active ingredient per 40-lb. container.

2.3.2 Type 17, Class 2 - Fluridone, Pellet, containing 2.7% active ingredient as 1-methyl-3-phenyl-5-[3-(trifluoromethyl) phenyl]-4(1H)-pyridinone. Contains 1.08 pounds active ingredient per 40-lb. container.

Herbicides (Aquatic)

PCID NO. 1092

2.3.3 Type 17, Class 3 - Fluridone, Pellet, containing 5% active ingredient 1-methyl-3-phenyl-5-[3- (trifluoromethyl)phenyl]-4(1H)-pyridinone. Contains one (1) pound active ingredient per 20-lb container.

2.4 Type 18 – Diquat Dibromide, liquid containing 37.3% active ingredients as 6,7-dihydrodipyrido (1,2-a: 2',1'-c) pyrazinedilum dibromide. Contains two (2) pounds of diquat cation per gallon. For use an aquatic herbicide.

2.5 Type 19 - Class 1 – Dimethylamine salt as active ingredient for use as an aquatic herbicide. Minimum concentration of active ingredient equivalent to 3.74 lbs/gal 2,4-Dichlorophenoxyacetic Acid.

2.5 Type 19 - Class 2 – Butoxyethyl Ester as active ingredient for use as an aquatic herbicide. Minimum concentration of active ingredient equivalent to 19% 2,4-Dichlorophenoxyacetic Acid.

2.6 Type 20 - Glyphosate Liquid, containing a minimum of 2.8 lbs. of glyphosate acid per US gallon labeled for aquatic and non-crop right-of-way areas with a surfactant.

2.7 Type 21 – Copper-Ethanolamine Liquid, 9% .

2.7.1 Type 21, Class 1 – Shall contain copper as elemental 9% and 91% inert ingredients.

2.7.2 Type 21, Class 2 – Shall contain copper as elemental 9% and 91% inert ingredients in a non-ionic emulsified surfactant. Contains 0.909 lbs. of elemental copper per gallon.

2.8 Type 22 – Copper as elemental liquid, 22.9% active ingredient as derived from copper-ethylenediamine complex and copper sulfate pentahydrate and 77.1% inert ingredients.

2.9 Type 23 – Copper sulfate pentahydrate crystals, 99% active ingredient.

2.10 Type 24 – Isopropylamine Salt of Imazapyr two (2) lbs/gal.

2.11 Type 25 – Copper as Elemental 3.7% and 96.3% inert ingredients.

2.12 Type 26 – Ammonium Salt of Imazamox as active ingredient to include one (1) lb of acid/gal.

2.13 Type 27 – Triclopyr: 3,5,6-trichloro-2-pyridinyloxyacetic acid, triethylamine salt 3 lbs acid /gal.

2.13 Type 28 – Dipotassium salt of endothall 40.3% and 59.7% inert ingredients. Contains 4.23 lbs. dipotassium endothall per gallon.

2.14 Type 29- 85% Sodium Carbonate Peroxyhydrate*, 15% other ingredients, *contains 27.60% Hydrgen Dioxide by weight.

2.15 Type 30 - floryrauxifen-benzyl, 2.7%, 97.3% other ingredients, *contains 0.21 lb floryrauxifen-benzyl/gallon.

3.0 Sampling, Inspection and Testing - Sampling for prior to/post-award testing, if required, will be as defined in the Invitation to Bid Proposal. Inspection may be made at place of manufacture at the option of the Commonwealth after an award has been made. Inspection for final acceptance shall be made at the place of delivery and/or after laboratory testing to determine whether product or service meet the specification requirements. Samples for inspection and after-delivery testing shall be selected by simple random sampling. If defects are detected during the course of delivery, or after product has been delivered, the Commonwealth reserves the right to reject the defective product and require replacement at no cost to the Commonwealth, or cancel the contract and surcharge the supplier for any expense incurred by the cancellation of the contract and in securing satisfactory materials, if the supplier fails to apply timely and corrective measures. When necessary, tests shall be made in accordance with the applicable test methods as described in the current edition of the Official Methods of Analysis of the Association of Official Analytical Chemists (A.O.A.C.). (Consideration may be given to the manufacturer's standard test methods.)

4.0 Packaging - Unless otherwise specified, formulations shall be packaged in new containers according to manufacturer's standard commercial practice. Cans shall be of a nature to resist corrosion from the time of delivery to a minimum of twelve (12) months in storage. Liquid and flowable formulations shall be packaged in new, unused, non-returnable, corrosion-resistant cans, drums, pails or product-compatible plastics, in the sizes as specified. Wettable powders and granular formulations shall be packaged in sift-proof,

Herbicides (Aquatic)

PCID NO. 1092

odor-proof, bags, sacks, or fiber drums, in the sizes as specified. Shipping containers shall be standard commercial containers acceptable by all common carriers.

5.0 Marking - Each container shall have a current label, which includes directions for its use. Statements of liquid measure shall be in terms of the United States gallon @ 68 ° F. Each shipping container shall be clearly marked with the name of contents, the amount contained, the batch or lot number, the contract or order number or numbers, and the name of the receiving party as shown on the face of the contract or order.

6.0 Registration - The product offered shall be registered with the Federal Government. The EPA registration number must be included with the label submitted by the bidder at bid opening time. The product must also be registered with the Pennsylvania Department of Agriculture.

7.0 Documents Sources –

Association of Analytical Chemists
481 North Frederick Avenue
Suite 500
Gaithersburg, MD 20877-2417

Quality Assurance Supervisor

A handwritten signature in black ink, appearing to read 'BV', followed by a horizontal line extending to the right.

Brian Vulgaris



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA COMMERCIAL ITEM DESCRIPTION (PCID)

PCID NO. 1093
Eff. 12/20/2016

Herbicides (Non-Selective)

(This Item Description supercedes PCID 1093, eff. 1/24/12)

This Pennsylvania Commercial Item Description covers requirements for various non-selective herbicides to be used in areas where vegetation is to be eliminated. Product shall conform to the following requirements, unless otherwise noted on the request for proposals or invitation for bids.

1.0 Classification - The herbicides shall be of the following types and classes meeting the requirements in section 2.0.

Type 1 – Diuron, Dry Flowable (DF)	Type 3 – Bromacil	Type 13 – Bromacil Diuron
Type 14 – Hexazinone (DF)	Type 16 – Glyphosate	Type 17 – Oryzalin
Type 18 – Sulfometuron methyl	Type 19 – Imazapyr	Type 20 – Prodiamine
Type 21 – Pendimethalin	Type 22 – Imazapyr Diuron	Type 23 - Sulfometuron methyl Metsulfuron methyl
Type 24 – Hexazinone	Type 25 – Trifluralin Isoxaben	Type 26 – Diuron (XP)
Type 27 - Tebuthiuron Formulations	Type 28 - Sulfometuron Methyl and Chlorsulfuron Formulation	
Type 29 - Sulfometuron Methyl, Chlorosulfuron, and Sulfentrazone Formulation	Type 30 - Imazapic and Glyphosate	
Type 31 – Indaziflam	Type 32 – Indaziflam, Diquat dibromide, Glyphosate formulation	

2.0 Requirements - The products shall be clean, uniform and free from any defects, which might impair their utility.

2.1 Type 1 – Diuron, Dry Flowable (DF) - containing 80% active as diuron and 20% inert ingredients.

2.2 Type 3 – Bromacil

2.2.1 Class 2 – Water soluble liquid: 21.9% active ingredient as lithium salt of bromacil and 78.1% inert ingredients.

2.3 Type 13- Bromacil Diuron (reference: Krovar 1 DF), dry flowable, 80% active ingredient as 40% bromacil and 40% diuron, and 20% inert ingredients.

2.4 Type 14- Hexazinone (DF), 75% dry flowable hexazinone and 25% inert ingredients.

2.5 Type 16- Glyphosate, Water soluble, containing a minimum of 2.8 lbs. of glyphosate acid per US gallon without a surfactant

2.6 Type 17- Oryzalin, 40.4% active ingredient as oryzalin and 59.6% inert ingredients.

2.7 Type 18- Sulfometuron methyl, Extruded Pellet (XP), 75% active as sulfometuron methyl and 25% inert ingredients.

2.8 Type 19 - Imazapyr

2.8.1 Class 1- Imazapyr liquid, 28.7 active as Imazapyr. Isopropylamine salt equivalent of 28.7% or acid equivalent of 22.6% (2 lbs./gal) and 71.3% inert ingredients

2.8.2 Class 2- Imazapyr liquid, 26.7 active as Imazapyr. Isopropylamine salt equivalent of 26.7% or acid equivalent of 21.8% (2 lbs./gal) and 73.3% inert ingredients.

2.9 Type 20- Prodiamine, water dispersible, 65% active ingredient as prodiamine and 35% inert ingredients.

2.10 Type 21- Pendimethalin emulsifiable concentrate, 37.4% (3.3 lbs.) active ingredient as pendimethalin and 62.6% inert ingredients.

Herbicides (Non-Selective)

PCID NO. 1093

2.10.1 Class 1 - Pendimethalin emulsifiable concentrate, 38.7% (3.8 lbs.) active ingredient as pendimethalin and 61.3% inert ingredients.

2.11 Type 22 - Imazapyr Diuron, dry flowable, 7.78% active ingredient as imazapyr, 62.22% active ingredient as diuron and 30% inert ingredients.

2.12 Type 23 – Sulfometuron methyl and Metsulfuron methyl Formulation, dispersible granule, shall contain 56.25% Sulfometuron methyl, 15% Metsulfuron methyl, and 28.75% inert ingredients.

2.13 Type 24 – Hexazinone, liquid, shall contain 25% Hexazinone and 75% inert ingredients.

2.14 Type 25 – Trifluralin Isoxaben, granule, 2.0% trifluralin, 0.5% isoxaben, and 97.5% inert ingredients.

2.15 Type 26 - Diuron, Extruded Paste (XP) - containing 80% active as diuron and 20% inert ingredients.

2.16 Type 27 - Tebuthiuron Formulations

2.16.1 Class A - Dry Flowable (DF) (80% Active): Shall contain 80% active ingredient as tebuthiuron with 20% inert ingredients.

2.16.2 Class B - Pellets (20% Active): Shall contain 20% active ingredient as tebuthiuron with 80% inert ingredients.

2.17 Type 28 – Sulfometuron methyl and Chlorsulfuron Formulation

2.17.1 Class B – Dispersible Granule: Shall contain 50% Sulfometuron methyl, 25% Chlorsulfuron, and 25% inert ingredients.

2.18 Type 29 – Sulfometuron methyl, chlorosulfuron, and sulfentrazone formulation containing 18% sulfometuron methyl, 9% chlorsulfuron, 48% sulfentrazone, and 25% inert ingredients.

2.19 Type 30 - Imazapic and Glyphosate, .75 lbs of Imazapic and 1.5 lbs of Glyphosate per U.S. Gallon labeled for right of way applications.

2.20 Type 31 – Indaziflam Suspension Concentrate, 19.05% active ingredient as Indaziflam and 80.95% inert ingredients.

2.21 Type 32 – Indaziflam, Diquat dibromide, Glyphosate formulation containing 0.089% Indaziflam, 0.890% Diquat dibromide, 20.46% Glyphosate isopropylamine salt, and 78.561% inert ingredients.

3.0 Sampling, Inspection and Testing - Sampling for prior to/post- award testing, if required, will be as defined in the Invitation to Bid Proposal. Inspection may be made at place of manufacture at the option of the Commonwealth after an award has been made. Inspection for final acceptance shall be made at the place of delivery and/or after laboratory testing to determine whether product or service meet the specification requirements. Samples for inspection and after delivery testing shall be selected by simple random sampling. If defects are detected during the course of delivery, or after product has been delivered, the Commonwealth reserves the right to reject the defective product and require replacement at no cost to the Commonwealth, or cancel the contract and surcharge the supplier for any expense incurred by the cancellation of the contract and in securing satisfactory materials, if the supplier fails to apply timely and corrective measures. When necessary, tests shall be made in accordance with the applicable test methods as described in the current edition of the Official Methods of Analysis of the Association of Official Analytical Chemists (A.O.A.C.). (Consideration may be given to the manufacturer's standard test methods.)

4.0 Packaging -Unless otherwise specified, formulations shall be packaged in new containers according to manufacturer's standard commercial practice. Cans shall be of a nature to resist corrosion from the time of delivery to a minimum of 12 months in storage. Liquid and flowable formulations shall be packaged in new, unused, non-returnable, corrosion resistant cans, drums, pails or product-compatible plastics, in the sizes as specified. Wettable powders and granular formulations shall be packaged in sift proof, odor proof, bags, sacks, or fiber drums, in the sizes as specified. Shipping containers shall be standard commercial containers acceptable by all common carriers.

5.0 Marking - Each container shall have a current label, which includes directions for its use. Statements of liquid measure shall be in terms of the United States gallon @ 68 ° F. Each shipping container shall be clearly marked with the name of contents, the amount

Herbicides (Non-Selective)**PCID NO. 1093**

contained, the batch or lot number, the contract or order number or numbers, and the name of the receiving party as shown on the face of the contract or order.

6.0 Registration - The product offered shall be registered with the Federal Government. The EPA registration number must be included with the label submitted by the bidder at bid opening time. The product must also be registered with the Pennsylvania Department of Agriculture.

7.0 Material Masters – This PCID encompasses requirements for the following material masters:

SAP Material Master	Product Description	SAP Material Master	Product Description
N/A	Diuron, Dry Flowable (DF) Type 1	311997	Pendimethalin, emulsifiable concentrate Type 21 Class 1
N/A	Bromacil Type 3	N/A	Imazapyr Diuron, dry flowable Type 22
301458	Bromacil and Diuron Type 13 Ref: Krovar 1 DF	312004	Sulfometuron Methyl and Metsulfuron Methyl Type 23 Ref: Oust Extra In a measurable non-segregating blend
301456	Hexazinone DF Ref: Velpar DF Type 14	301463	Hexazinone Type 24 Ref: Velpar Liquid
N/A	Glyphosate, Water soluble Type 16	312033	Trifluralin Isoxaben Granule Type 25 Ref: Snapshot
N/A	Oryzalin Type 17	311224	Karmex XP Type 26 Ref: Karmex XP
312003	Sulfometuron Methyl Extruded Paste Type 18 Ref: Oust XP	312035	Tebuthiuron 20P Type 27, Class B Ref: Spike 20P 5 LB. Container
N/A	Imazapyr Type 19, Class 1	N/A	Sulfometuron methyl and Chlorsulfuron Formulation Type 28
315056	Imazapyr Type 19, Class 2 Ref: Arsenal Powerline	315055	Sulfometuron Methyl, Clorsulfuron, and Sulfentrazone Type 29 Ref: Throttle XP
N/A	Prodiamine, water dispersible Type 20	317679	Imazapic and Glyphosate Type 30 Ref: Journey No Substitution

8.0 Documents Sources –

Association of Analytical Chemists
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COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA COMMERCIAL ITEM DESCRIPTION (PCID)

PCID NO. 1094 Herbicides (Weed and Brush Control)

Eff. 10/26/2022

(Supercedes PCID 1094, eff. 10/4/22)

This Pennsylvania Commercial Item Description covers requirements for various selective herbicides to be used in controlling or eradicating specific broad-leaved weeds and herbaceous and woody plants. Product shall conform to the following requirements, unless otherwise noted on the request for proposals or invitation for bids.

1.0 Classification - The herbicides shall be of the following types and classes meeting the requirements in section 2.0.

Type 1 - 2,4-D Formulations	Type 4 - 2,4,D/2,4-DP Liquid Low-Volatile Ester Formulations
Type 5- Fosamine Formulations	Type 6 - Dicamba Liquid Amine Salt Formulations
Type 7 - Dicamba/2,4-D/MCPP Formulations	Type 8 - Picloram Combination Formulations
Type 10 - Triclopyr Liquid Formulations	Type 12 - Metsulfuron Methyl Formulations
Type 13 – Chlorsulfuron	Type 14 – Imazapic-ammonium Formulations
Type 15 – Fluroxypr	Type 16 – Clopyralid
Type 19 Dicamba and diflufenzopyr Formulation	Type 20- Aminopyralid Formulations
Type 21 – Aminocyclopyrachlor	Type 22 – 2, 4-D and Triclopyr Formulation
Type 23 - Quizalofop-P-ethyl	Type 24 – Aminopyralid and Florpyrauxifen Benzyl Formulation

2.0 Requirements - The products shall be clean, uniform and free from any defects, which might impair their utility.

2.1 Type 1 - 2,4-D Formulations

2.1.1 Class C - Liquid Amine Salt Formulations (Dimethylamine): The liquid amine salt form for 2,4-dichlorophenoxyacetic acid shall contain a minimum of 3.8 pounds of 2,4-D acid per gallon of formulation at 68°F. The product shall be soluble in hard or soft water at the concentrations specified in the directions for use, non-foaming, and disperse easily, making a dilution that contains no ingredients which will inhibit the application of the material at the concentrations normally used for weed control. The product shall contain no ingredients which will coagulate with water. The material shall contain sequestering agents, which facilitate its application in hard or soft water. The product shall remain free of solid material when held at a temperature of 25°F. for a period of five (5) days.

2.1.2 Class D – Liquid Choline Salt Formulations: The liquid choline salt form for 2,4-dichlorophenoxyacetic acid shall contain a minimum of 3.8 pounds of 2,4-D acid per gallon of formulation.

2.2 Type 4 - 2,4,D/2,4-DP Liquid Low-Volatile Ester Formulations

2.2.1 Class A - 2.00 lbs. of each active/gallon: Shall contain 2 lbs. 2,4-dichlorophenoxyacetic acid and 2 lbs. 2,4-dichlorophenoxypropionic acid per gallon as low volatile butoxy ethanol esters. The inert ingredients including emulsifiers, surfactants, solvents and wetting agents must not contain any chlorine atoms. The formulation shall be readily miscible with oil, emulsifiable in water and form a stable emulsion in water when extended with 10% additional oil. The product shall be a clear solution, non-foaming and shall include the necessary solvents and emulsifying agents, such that the emulsion formed with water requires a minimum of agitation to maintain intimate mixture with the diluent during the mixing and application period. Formulations shall

be stable at temperatures of 0° F., with no visible precipitate or solids. Formulations shall produce stable emulsions after repeated freeze/thaw cycles.

2.2.2 Class B - 0.66 lbs. of each active/gallon: Ready-to-Use form of Class A having 0.66 lbs. of both actives/gallon. **2.3**

Type 5- Fosamine Formulations

2.3.1 Class B - Water-soluble liquid of Ammonium salt (ethyl hydrogen (aminocarbonyl) phosphonate)). Contains 4.00 lbs. active ingredient/gallon.

2.4 Type 6 - Dicamba Liquid Amine Salt Formulations

2.4.1 Class A - 4.00 lbs. of active/gallon: Diglycolamine salts of 3,6 Dichloro-o-anisic acid and related acids in water containing 4.00 lbs. per gallon acid equivalent.

2.5 Type 7 - Dicamba/2,4-D/MCPP Formulations

2.5.1 Class C – Liquid Dimethylamine Salts of 2,4-D, MCP and Dicamba: Liquid containing 2,4-D (2.38 lbs. acid/gal), (+)-R-2-(2-methyl-4-chlorophenoxy)propionic acid (.63 lbs. acid/gal) and dicamba (.21 lbs. acid/gal) and 58.50% inerts

2.5.2 Class D – Liquid Dimethylamine Salts of 2,4-D, MCP and Dicamba: Liquid containing 2,4-D (30.56%), (+)-R-2-(2-methyl-4-chlorophenoxy)propionic acid (16.34%) and dicamba (2.77%) and 50.33% inerts

2.5.3 Class E – Liquid Triisopropanolamine Salts of 2,4-D, Dimethylamine Salt of MCP and Dicamba: Liquid, containing 2,4-D (2.38 lbs. acid/gal), (+)-R-2-(2-methyl-4-chlorophenoxy)propionic acid (.63 lbs. acid/gal) and dicamba (.22 lbs. acid/gal) and 42.20% inerts.

2.6 Type 8 - Picloram Combination Formulations

2.6.1 Class A - With 2,4-D Amine: Formulations containing picloram and an amine form of 2,4-D. Contains 0.268 lbs. of (4- amino-3,5,6-trichloropicolinic acid) as the triisopropanolamine salt of picloram/gallon and 1.00 lbs. of the triisopropanolamine salt of the 2,4-D. This formulation is a Ready-to-Use form and requires no dilution. Inert ingredients will comprise 73.7% by wt. Product shall contain ethylene glycol as one of the inerts.

2.7 Type 10 - Triclopyr Liquid Formulations.

2.7.1 Class A - Triethylamine Salt: Shall contain 3.00 lbs. /gal. of the triethylamine salt of triclopyr.

2.7.2 Class B - Butoxyethyl Ester - 4 lb./gal.: Shall contain 4.00 lbs. of the butoxyethyl ester of triclopyr/gallon and 38.4% inerts. Product shall contain petroleum distillates as part of the inerts.

2.7.3 Class C - Butoxyethyl Ester - .75 lb/gal.(ready-to-use): This formula is in a Ready-to-Use form and requires no dilution. This product shall contain .75 lbs. of the acid equivalent of triclopyr/gallon and 86.4% inerts.

2.7.4 Class D – Triclopyr Choline: Shall contain 54.72% of Triclopyr Choline and 45.28% inert ingredients. Shall contain 4 pounds acid/gallon.

2.7.5 Class E - Butoxyethyl Ester: Shall contain 60.45% butoxyethyl ester of triclopyr and 39.55% inert ingredients. Shall contain 4 pounds acid/gallon.

2.8 Type 12 - Metsulfuron Methyl Formulations.

2.8.1 Class A – Dispersible Granule (60% Active): shall contain 60% active ingredient as Metsulfuron Methyl with 40% inert ingredients.

2.9 Type 13 - Chlorsulfuron Dry Flowable Formulations.

2.9.1 Class A - Dry Flowable (DF) (75% Active): Shall contain 75% active ingredient as 2-Chloro-N-[(4-methyl-1,3,5-triazin-2-yl) aminocarbonyl] benzenesulfonamide with 25% inert ingredient.

2.10 Type 14 - Imazapic-ammonium Formulation.

2.10.1 Class A – Liquid: Shall contain active ingredients as (\pm) 2-[4,5-dihydro-4methyl-4-(1-methylethyl)-5-oxo-1Himidazol-2yl]-5-methyl-3pyridinecarboxylic acid, (ammonium salt of). One gallon contains 2.0 pounds of active ingredient as the free acid. Odorless and non-emulsion.

2.11 Type 15 – Fluroxypr Formulation.

2.11.1 Class A – Liquid: Shall contain 26.2% active ingredients as 1-methylheptyl (4-amino-3,5-dichloro-6-fluoro-2-pyridyloxy) acetate with 73.8% inert ingredients.

2.12 Type 16 – Clopyralid Formulation.

2.12.1 Class A – Liquid: Shall contain 3 lbs./gal. active ingredients as 3,6-dichloro-2-pyridinecarboxylic acid, monoethanolamine salt

2.13 Type 17 – Sulfometuron methyl and Chlorsulfuron Formulation

2.13.1 Class B – Dispersible Granule: Shall contain 50% Sulfometuron methyl, 25% Chlorsulfuron, and 25% inert ingredients.

2.14 Type 19 – Dicamba and diflufenzopyr Formulation

2.14.1 Class A – Dispersible Granule: Shall contain 0.20 lbs acid/gal. of sodium salt of diflufenzopyr, 0.50 lbs acid/gal. of sodium salt of dicamba, 3,6-dichloro-o-anisic acid.

2.15 Type 20 – Aminopyralid Formulations containing 2 lbs./gal. of triisopropanolammonium salt of 2-pyridine carboxylic acid, 4-amino-3, 6-dichloro.

2.16 Type 21- Aminocyclopyrachlor Formulations.

2.16.1 Class A – Dispersible Granule: Shall contain 39.5% Aminocyclopyrachlor, 12.6% Metsulfron Methyl, and 47.9% inert ingredients.

2.16.2 Class B – Dispersible Granule: Shall contain 39.5% Aminocyclopyrachlor, 15.8% Chlorsulfuron, and 44.7% inert ingredients.

2.16.3 Class C – Dispersible Granule: Shall contain 50% Aminocyclopyrachlor and 50% inert ingredients.

2.16.4 Class D – Liquid: Shall contain 25% Aminocyclopyrachlor and 75% inert ingredients. Shall contain 2 pounds of acid/gallon.

2.17 Type 22 – 2, 4-D and Triclopyr Formulation.

2.17.1 Class A – Liquid Amine salt formulation of 2, 4-D (as Diethylamine salt) and Triclopyr (as Triethylamine salt); Shall contain 2.78 lbs/gal. of 2, 4-Dichlorophenoxyacetic acid and 1.07 lbs/gal. of Triclopyr acid.

2.18 Type 23 - Quizalofop-P-ethyl Formulations

2.18.1 Class A - Emulsifiable Concentrate; Shall contain 10.3% (by weight) Quizalofop-P-ethyl, equivalent to 0.88 pounds active ingredient per gallon.

2.19 - Aminopyralid and Florpyrauxifen-Benzyl Formulation

2.19.1 Water Dispersible Granule (WDG) Dry Formulation; 2-pyridinecarboxylic acid, 4-amino-3-chloro-6-(4-chloro-2-fluoro-3-methoxy-phenyl)- 5-fluoro-, phenyl methyl ester; Shall contain 0.71 pound potassium salt of aminopyralid and 0.06 pound florpyrauxifen-benzyl per pound of product.

3.0 Sampling, Inspection and Testing - Sampling for prior to/post-award testing, if required, will be as defined in the Invitation to Bid Proposal. Inspection may be made at place of manufacture at the option of the Commonwealth after an award has been made. Inspection for final acceptance shall be made at the place of delivery and/or after laboratory testing to determine whether the product or service meets the specification requirements. Samples for inspection and after-delivery testing shall be selected by simple random sampling. If defects are detected during the course of delivery, or after product has been delivered, the Commonwealth reserves the right to reject the defective product and require replacement at no cost to the Commonwealth, or cancel the contract and surcharge the supplier for any expense incurred by the cancellation of the contract and in securing satisfactory materials, if the supplier fails to apply timely and corrective measures. When necessary, tests shall be made in accordance with the applicable test methods as described in the current edition of the Official Methods of Analysis of the Association of Official Analytical Chemists (A.O.A.C.). (Consideration may be given to the manufacturer’s standard test methods.)

4.0 Packaging - Unless otherwise specified, formulations shall be packaged in new containers according to manufacturer’s standard commercial practice. Cans shall be of a nature to resist corrosion from the time of delivery to a minimum of twelve (12) months in storage. Liquid and flowable formulations shall be packaged in new, unused, non-returnable, corrosion-resistant cans, drums, pails or product-compatible plastics, in the sizes as specified. Wettable powders and granular formulations shall be packaged in sift-proof, odor-proof, bags, sacks, or fiber drums, in the sizes as specified. Shipping containers shall be standard commercial containers acceptable by all common carriers.

5.0 Marking - Each container shall have a current label, which includes directions for its use. Statements of liquid measure shall be in terms of the United States gallon @ 68 ° F. Each shipping container shall be clearly marked with the name of contents, the amount contained, the batch or lot number, the contract or order number or numbers, and the name of the receiving party as shown on the face of the contract or order.

6.0 Registration - The product offered shall be registered with the Federal Government. The EPA registration number must be included with the label submitted by the bidder at bid opening time. The product must also be registered with the Pennsylvania Department of Agriculture.

7.0 Material Masters – This PCID encompasses requirements for the following material masters:

SAP Material Master	Product Description	SAP Material Master	Product Description
N/A	2,4-D Formulations Type 1	311995	Triclopyr 4 lb. Active Butoxyethyl Ester Type 10, Class B Ref: Garlon 4
N/A	2,4,D/2,4-DP Liquid Low-Volatile Ester Formulations Type 4	312014	Triclopyr ready to use 1 lb. active Butoxyethyl Ester Type 10, Class C Ref: Pathfinder
301441	Fosamine Ammonium with Surfactant Type 5, Class B Ref: Krenite S 2.5 GAL. Container	312000	Metsulfuron Methyl Type 12, Class A Ref: Escort XP

312001	Fosamine Ammonium with Surfactant Type 5, Class B Ref: Krenite S 15 GAL. Container	N/A	Chlorsulfuron Dry Flowable Formulations. Type 13
311992	Dicamba Liquid Amine Salt Type 6, Class A Ref: Vanquish	311994	Imazameth Liquid Type 14, Class A Ref: Plateau
N/A	Dicamba/2,4-D/MCPP Formulations Type 7 Class C	N/A	Fluroxypr Formulation Type 15
N/A	Dicamba/2,4-D/MCPP Formulations Type 7 Class D	301449	Clopyralid Liquid Post Emergent Type 16, Class A Ref: Transline
301494	Dicamba / 2, 4-D, Liquid Amine and Dicamba / 2, 4-D / MCPP Liquid Dimethylamine Type 7, Class E	N/A	Sulfometuron methyl and Chlorsulfuron Formulation Type 17
N/A	Picloram Combination Formulations Type 8	301455	Dicamba and Diflufenzopyr Formulation Type 19, Class A Ref: Overdrive
311993	Triclopyr Triethylamine Salt Type 10, Class A Ref: Garlon 3A No Substitution Brand name Garlon 3A	315053	Aminopyralid Type 20 Ref: Milestone VM 2.5 GAL. Container
311232	Triclopyr Triethylamine Salt Type 10, Class A Ref: Garlon 3A No Substitution Brand name Garlon 3A	315054	Aminopyralid Type 20 Ref: Milestone VM 32 OZ. Container

8.0 Documents Sources –

Association of Analytical Chemists 481
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Quality Assurance Supervisor

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