

REQUEST FOR PROPOSALS FOR

FOR LODGING, MEAL AND CONFERENCE FACILITIES

ISSUING OFFICE

**THE PENNSYLVANIA DEPARTMENT OF MILITARY AND VETERANS AFFAIRS,
OFFICE OF VETERANS AFFAIRS**

RFP NUMBER

DMVA- 6100045945

DATE OF ISSUANCE

5/29/2018

**REQUEST FOR PROPOSALS FOR
FOR LODGING, MEAL AND CONFERENCE FACILITES**

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CALENDAR OF EVENTS

The Commonwealth will make every effort to adhere to the following schedule:

Activity	Responsibility	Date
Pre-proposal Conference—Location: Bureau of Office Services, Bid Room BLDG 0-47, Fort Indiantown Gap Annville, PA 17003	Issuing Office/Potential Offerors	6/5/2018 9:00 AM
Deadline to submit Questions via email to David Gibson, davgibson@pa.gov .	Potential Offerors	6/12/2018 4:30 PM
Answers to Potential Offeror questions posted to the DGS website at http://www.emarketplace.state.pa.us/Search.aspx no later than this date.	Issuing Office	6/20/2018 4:30 PM
Please monitor website for all communications regarding the RFP.	Potential Offerors	ONGOING
Sealed proposal must be received by the Issuing Office at: DMVA Procurement and Contracting, Attn: Dave Gibson, Fort Indiantown Gap S-0-47, Annville, PA 17003-5002	Offerors	6/27/2018 4:30 PM

PART I

GENERAL INFORMATION

- I-1. Purpose.** This request for proposals (RFP) provides to those interested in submitting proposals for the subject procurement (“Offerors”) sufficient information to enable them to prepare and submit proposals for the **Department of Military and Veteran Affairs (DMVA)** consideration on behalf of the Commonwealth of Pennsylvania (“Commonwealth”) to satisfy a need for **Lodging, Meal and Conference Facilities** (“Project”). This RFP contains instructions governing the requested proposals, including the requirements for the information and material to be included; a description of the service to be provided; requirements which Offerors must meet to be eligible for consideration; general evaluation criteria; and other requirements specific to this RFP.
- I-2. Issuing Office.** The DMVA (“Issuing Office”) has issued this RFP on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFP shall be **David Gibson**, davgibson@pa.gov, the Issuing Officer for this RFP. Please refer all inquiries to the Issuing Officer.
- I-3. Overview of Project.** This Contract (identified here and in the other documents as the “Contract”) for DMVA Office of Veterans Affairs (OVA), covers the requirements for Lodging, Meal and Conference Facilities Services as listed in **Part III**. DMVA, OVA’s mission is “to increase awareness of all benefits for Pennsylvania Veterans and their dependents, to provide the best advice and assistance in obtaining benefits and to provide the highest quality care to the residents of our State Veterans’ Homes.”
- I-4. Problem Statement.** The Department of Military and Veterans Affairs (DMVA) is seeking to obtain a contractor to provide the following objectives:
- A. General.** Lodging, Meal and Conference Facilities Services for Veterans Services Officers Continuing Education/Accreditation Conference.
 - B. Specific.** The Offeror shall directly provide on-site Lodging, Meal and Conference Facilities (Non-Transient/Non-Community) Services to the Department of Military & Veterans Affairs, Office of the Bureau of Veterans Affairs at the specified facility. The Awarded Offeror shall provide all of the following services as specified and required by the Contracting Agency.
- Additional detail is provided in **Part III** of this RFP.
- I-5. Type of Contract.** It is proposed that if the Issuing Office enters into a contract as a result of this RFP, it will be a **Purchase Order Service Contract** containing the Standard Contract Terms and Conditions as shown in **Part IV**. The Issuing Office, in its sole discretion, may undertake negotiations with Offerors whose proposals, in the judgment of the Issuing Office, show them to be qualified, responsible and capable of performing the Project.
- I-6. Rejection of Proposals.** The Issuing Office reserves the right, in its sole and complete discretion, to reject any proposal received as a result of this RFP.

I-7. Incurring Costs. The Issuing Office is not liable for any costs the Offeror incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

I-8. Pre-proposal Conference and Mandatory Site Visit. The Issuing Office will hold a Pre-proposal conference and Site Visit as specified in the Calendar of Events. The purpose of this conference is to provide the opportunity for clarification of the RFP. Offerors should forward all questions to the Issuing Office in accordance with **Part I, Section I-9** to ensure adequate time for analysis before the Issuing Office provides an answer. Offerors may also ask questions at the conference. The Pre-proposal conference is for information only. Any answers furnished during the conference will not be official until they have been verified, in writing, by the Issuing Office. All questions and written answers will be posted on the Department of General Services' (DGS) website as an addendum to, and shall become part of, this RFP. Attendance at the Pre-proposal Conference and Site Visit is **Mandatory. Failure to attend the Pre-proposal conference shall disqualify an Offeror from consideration for the contract to be awarded from this RFP, and its proposal will be returned unopened.**

I-9. Questions & Answers. If an Offeror has any questions regarding this RFP, the Offeror must submit the questions by email with the subject line "**RFP DMVA- 6100045945 Question**" to the Issuing Officer named in **Part I, Section I-2** of the RFP. If the Offeror has questions, they must be submitted via email no later than the date indicated on the Calendar of Events. The Offeror shall not attempt to contact the Issuing Officer by any other means. The Issuing Officer shall post the answers to the questions on the DGS website by the date stated on the Calendar of Events. An Offeror who submits a question *after* the deadline date for receipt of questions indicated on the Calendar of Events assumes the risk that its proposal will not be responsive or competitive because the Commonwealth is not able to respond before the proposal receipt date or in sufficient time for the Offeror to prepare a responsive or competitive proposal. When submitted *after* the deadline date for receipt of questions indicated on the Calendar of Events, the Issuing Officer *may* respond to questions of an administrative nature by directing the questioning Offeror to specific provisions in the RFP. To the extent that the Issuing Office decides to respond to a non-administrative question *after* the deadline date for receipt of questions indicated on the Calendar of Events, the answer must be provided to all Offerors through an addendum.

All questions and responses as posted on the DGS website are considered as an addendum to, and part of, this RFP in accordance with **RFP Part I, Section I-10**. Each Offeror shall be responsible to monitor the DGS website for new or revised RFP information. The Issuing Office shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP 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. The required protest process for DMVA procurements is described in **Appendix I**.

I-10. Addenda to the RFP. If the Issuing Office deems it necessary to revise any part of this RFP before the proposal response date, the Issuing Office will post an addendum to the DGS website at <http://www.emarketplace.state.pa.us/Search.aspx> . It is the Offeror's responsibility to periodically check the website for any new information or addenda to the RFP. Answers to the questions asked during the Questions & Answers period also will be posted to the website as an addendum to the RFP.

I-11. Response Date. To be considered for selection, hard copies of proposals must arrive at the Issuing Office on or before the time and date specified in the **RFP Calendar of Events**. The Issuing Office will **not** accept proposals via email or facsimile transmission. Offerors who send proposals by mail or other delivery service should allow sufficient delivery time to ensure timely receipt of their proposals. If, due to inclement weather, natural disaster, or any other cause, the Commonwealth office location to which proposals are to be returned is closed on the proposal response date, the deadline for submission will be automatically extended until the next Commonwealth business day on which the office is open, unless the Issuing Office otherwise notifies Offerors. The hour for submission of proposals shall remain the same. The Issuing Office will reject, unopened, any late proposals.

I-12. Proposal Requirements.

A. Proposal Submission: To be considered, Offerors should submit a complete response to this RFP to the Issuing Office, using the format provided in **Section I-11B**, providing **eight (8) paper copies one marked “ORIGINAL” of the Technical Submittal and one (1) paper copy of the Cost Submittal and two (2) paper copies of the Small Diverse Business and Small Business (SDB/SB) Participation Submittal and related Letter(s) of Intent**. In addition to the paper copies of the proposal, Offerors shall submit one **complete and exact** copy of the entire proposal (Technical, Cost and SDB/SB submittals, along with all requested documents) on CD-ROM or Flash drive in Microsoft Office or Microsoft Office-compatible format. The electronic copy must be a mirror image of the paper copy and any spreadsheets must be in Microsoft Excel. The Offerors may not lock or protect any cells or tabs. The CD or Flash drive should clearly identify the Offeror and include the name and version number of the virus scanning software that was used to scan the CD or Flash drive before it was submitted. The Offeror shall make no other distribution of its proposal to any other Offeror or Commonwealth official or Commonwealth consultant. Each proposal page should be numbered for ease of reference. An official authorized to bind the Offeror to its provisions must sign the proposal. If the official signs the Proposal Cover Sheet **Appendix A** to this RFP and the Proposal Cover Sheet is attached to the Offeror’s proposal, the requirement will be met. For this RFP, the proposal must remain valid for **120** days past the submission due date or until a contract is fully executed. If the Issuing Office selects the Offeror’s proposal for award, the contents of the selected Offeror’s proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

Each Offeror submitting a proposal specifically waives any right to withdraw or modify it, except that the Offeror may withdraw its proposal by written notice received at the Issuing Office’s address for proposal delivery prior to the exact hour and date specified for proposal receipt. An Offeror or its authorized representative may withdraw its proposal in person prior to the exact hour and date set for proposal receipt, provided the withdrawing person provides appropriate identification and signs a receipt for the proposal. An Offeror may modify its submitted proposal prior to the exact hour and date set for proposal receipt only by submitting a new sealed proposal or sealed modification which complies with the RFP requirements.

B. Proposal Format: Offerors must submit their proposals in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all proposal requirements. Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as an appendix to the Proposal. All cost data relating to this proposal and all Small Diverse Business and Small Business cost data should be kept separate from and not included in the Technical Submittal. Offerors should not reiterate technical information in the cost submittal. Each Proposal shall consist of the following three separately sealed submittals:

1. Technical Submittal, in response to **Part III:**
 - a. Complete, sign and include **Appendix B – Domestic Workforce Utilization Certification**
 - b. Complete, sign and include **Appendix C – Iran Free Procurement Certification;**
2. Cost Submittal **Appendix D**, in response to RFP **Part IV;** and
3. Small Diverse Business and Small Business (SDB/SB) Participation Submittal, in response to RFP **Part V:**
 - a. Complete and include **Appendix E - SDB/SB Participation Submittal Form;** and
 - b. Complete and include **Appendix F - SDB/SB Letter of Intent.** Offeror must provide a Letter of Intent for each SDB and SB listed on the SDB/SB Participation Submittal Form

The Issuing Office reserves the right to request additional information which, in the Issuing Office's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP.

The Issuing Office may make investigations as deemed necessary to determine the ability of the Offeror to perform the Project, and the Offeror shall furnish to the Issuing Office all requested information and data. The Issuing Office reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy the Issuing Office that such Offeror is properly qualified to carry out the obligations of the RFP and to complete the Project as specified.

I-13. Economy of Preparation. Offerors should prepare proposals simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of the RFP.

I-14. Alternate Proposals. The Issuing Office has identified the basic approach to meeting its requirements, allowing Offerors to be creative and propose their best solution to meeting these requirements. The Issuing Office will not accept alternate proposals.

I-15. Discussions for Clarification. Offerors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and Offeror responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification. Clarifications may occur at any stage of the evaluation and selection process prior to contract execution.

I-16. Prime Contractor Responsibilities. The contract will require the selected Offeror to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. The Issuing Office will consider the selected Offeror to be the sole point of contact with regard to contractual matters.

I-17. Proposal Contents.

- A. Confidential Information.** The Commonwealth is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of Offerors' submissions in order to evaluate proposals submitted in response to this RFP. Accordingly, except as provided herein, Offerors should not label proposal submissions as confidential or proprietary or trade secret protected. Any Offeror who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection c. below and must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.
- B. Commonwealth Use.** All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania and may be returned only at the Issuing Office's option. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Offeror copyright designations contained on proposals, the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.
- C. Public Disclosure.** After the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests. Refer to **Appendix I** of the RFP for a **Trade Secret Confidential Proprietary Information Notice Form** that may be utilized as the signed written statement, if applicable. If financial capability information is submitted in response to Part III of this RFP such financial capability information is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

I-18. Best and Final Offers.

- A.** While not required, the Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining "best and final offers." To obtain best and final

offers from Offerors, the Issuing Office may do one or more of the following, in any combination and order:

1. Schedule oral presentations;
 2. Request revised proposals;
 3. Conduct a reverse online auction; and
 4. Enter into pre-selection negotiations.
- B.** The following Offerors will **not** be invited by the Issuing Office to submit a Best and Final Offer:
1. Those Offerors, which the Issuing Office has determined to be not responsible or whose proposals the Issuing Office has determined to be not responsive.
 2. Those Offerors, which the Issuing Office has determined in accordance with **Part II, Section II-5**, from the submitted and gathered financial and other information, do not possess the financial capability, experience or qualifications to assure good faith performance of the contract.
 3. Those Offerors whose score for their technical submittal of the proposal is less than 70% of the total amount of technical points allotted to the technical criterion.
- The issuing office may further limit participation in the best and final offers process to those remaining responsible offerors which the Issuing Office has, within its discretion, determined to be within the top competitive range of responsive proposals.
- C.** The Evaluation Criteria found in **Part II, Section II-4**, shall also be used to evaluate the Best and Final offers.
- D.** Price reductions offered through any reverse online auction shall have no effect upon the Offeror's Technical Submittal.
- E.** Any reduction to commitments to Small Diverse Businesses and Small Businesses must be proportional to the reduction in the total price offered through any BAFO process or contract negotiations unless approved by BDISBO.

I-19. News Releases. Offerors shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.

I-20. Restriction of Contact. From the issue date of this RFP until the Issuing Office selects a proposal for award, the Issuing Officer is the sole point of contact concerning this RFP. Any violation of this condition may be cause for the Issuing Office to reject the offending Offeror's proposal. If the Issuing Office later discovers that the Offeror has engaged in any violations of this condition, the Issuing Office may reject the offending Offeror's proposal or rescind its contract award. Offerors must agree not to distribute any part of their proposals beyond the

Issuing Office. An Offeror who shares information contained in its proposal with other Commonwealth personnel and/or competing Offeror personnel may be disqualified.

I-21. Issuing Office Participation. Offerors shall provide all services, supplies, facilities, and other support necessary to complete the identified work, except as otherwise provided in this Part I, Section I-22.

I-22. Term of Contract. The term of the contract will commence on the Effective Date and will end on the Expiration Date printed on the contract. The Issuing Office will fix the Effective Date after the contract has been fully executed by the selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. It is DMVA's intention to establish a five (5) year contract. The selected Offeror shall not start the performance of any work prior to the Effective Date of the contract and the Commonwealth shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the Effective Date of the contract.

I-23. Offeror's Representations and Authorizations. 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.

I-24. Notification of Selection.

- A. Contract Negotiations.** The Issuing Office will notify all Offerors in writing of the Offeror selected for contract negotiations after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Issuing Office.
- B. Award.** Offerors whose proposals are not selected will be notified when contract negotiations have been successfully completed and the Issuing Office has received the final negotiated contract signed by the selected Offeror.

I-25. Debriefing Conferences. Upon notification of award, Offerors whose proposals were not selected will be given the opportunity to be debriefed. The Issuing Office will schedule the debriefing at a mutually agreeable time. The debriefing will not compare the Offeror with other Offerors, other than the position of the Offeror's proposal in relation to all other Offeror proposals. An Offeror's exercise of the opportunity to be debriefed does not constitute nor toll the time for filing a protest (**See Section I-27 of this RFP**).

I-26. RFP Protest Procedure. The RFP Protest Procedure is listed in **Appendix I**. A protest by a party that has not or has not yet submitted a proposal must be filed no later than the proposal submission deadline specified in the **Calendar of Events** of the RFP. Offerors may file a protest within **seven (7)** days after the protesting Offeror knew or should have known of the facts giving rise to the protest, but in no event may an Offeror file a protest later than seven days after the date the notice of award of the contract is posted on the DGS website. The date of filing is the date of receipt of the protest. A protest must be filed in writing with the Issuing Office. To be timely, the protest must be received by 4:00 p.m. on the seventh day.

I-27. Use of Electronic Versions of this RFP. This RFP is being made available by electronic means. If an Offeror electronically accepts the RFP, the Offeror acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in the Offeror's possession and the Issuing Office's version of the RFP, the Issuing Office's version shall govern.

PART II

CRITERIA FOR SELECTION

II-1. Mandatory Responsiveness Requirements. To be eligible for selection, a proposal must:

- A. Be timely received from an Offeror (see **Part I, Section I-11**); and
- B. Be properly signed by the Offeror (see **Part I, Section I-12A**).

II-2. Technical Nonconforming Proposals. The two (2) Mandatory Responsiveness Requirements set forth in **Section II-1** above (A-B) are the only RFP requirements that the Commonwealth will consider to be *non-waivable*. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in an Offeror's proposal, (2) allow the Offeror to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Offeror's proposal.

II-3. Evaluation. The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. Independent of the committee, BDISBO will evaluate the Small Diverse Business and Small Business Participation Submittal and provide the Issuing Office with a rating for this component of each proposal. The Issuing Office will notify in writing of its selection for negotiation the responsible Offeror whose proposal is determined to be the most advantageous to the Commonwealth as determined by the Issuing Office after taking into consideration all of the evaluation factors.

II-4. Evaluation Criteria. The following criteria will be used in evaluating each proposal:

- A. **Technical:** The Issuing Office has established the weight for the Technical criterion for this RFP as **50 %** of the total points. Evaluation will be based upon the following in order of importance:
 - 1. **Understanding the Problem**
 - 2. **Soundness of Approach**
 - 3. **Offeror Qualifications**

The final Technical scores are determined by giving the maximum number of technical points available to the proposal with the highest raw technical score. The remaining proposals are rated by applying the Technical Scoring Formula set forth at the following webpage:

<http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/default.aspx>.

- B. **Cost:** The Issuing Office has established the weight for the Cost criterion for this RFP as **30 %** of the total points. The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available. The remaining proposals are rated by applying the Cost Formula set forth at the following webpage:

<http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/default.aspx>.

C. Small Diverse Business and Small Business Participation:

BDISBO has established the minimum evaluation weight for the Small Diverse Business and Small Business Participation criterion for this RFP as **20%** of the total points.

1. The Small Diverse and Small Business point allocation is based entirely on the percentage of the contract cost committed to Small Diverse Businesses and Small Businesses.
2. A total combined SDB/SB commitment less than one percent (1%) of the total contract cost is considered de minimis and will receive no Small Diverse Business or Small Business points.
3. Two thirds (2/3) of the total points are allocated to Small Diverse Business participation (SDB %).
4. One third (1/3) of the total points is allocated to Small Business participation (SB %).
5. Based on a maximum total of 200 available points for the Small Diverse Business and Small Business Participation Submittal, the scoring mechanism is as follows:

Small Diverse Business and Small Business Raw Score =

$$200 (\text{SDB}\% + (1/3 * \text{SB } \%))$$

6. Each Offeror's raw score will be pro-rated against the Highest Offeror's raw score by applying the formula set forth on the following webpage:
http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx.
7. The Offeror's prior performance in meeting its contractual obligations to Small Diverse Businesses and Small Businesses will be considered by BDISBO during the scoring process. To the extent the Offeror has failed to meet prior contractual commitments, BDISBO may recommend to the Issuing Office that the Offeror be determined non-responsible for the limited purpose of eligibility to receive Small Diverse Business and Small Business points.

D. Domestic Workforce Utilization: Any points received for the Domestic Workforce Utilization criterion are bonus points in addition to the total points for this RFP. The maximum amount of bonus points available for this criterion is **3%** of the total points for this RFP.

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those Offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization

Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. See the following webpage for the Domestic Workforce Utilization Formula:

<http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/default.aspx>.

- E. Iran Free Procurement Certification and Disclosure.** Prior to entering a contract worth at least \$1,000,000 or more with a Commonwealth entity, an offeror 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 offerors must complete and return the Iran Free Procurement Certification form, (Appendix X, Iran Free Procurement Certification Form), which is attached hereto and made part of this RFP. The completed and signed Iran Free Procurement Certification form must be submitted as part of the Technical Submittal.

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#.WDNfJJgo6Ht>

- II-5. Offeror Responsibility.** To be responsible, an Offeror must submit a responsive proposal and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance of the contract.

In order for an Offeror to be considered responsible for this RFP and therefore eligible for selection for best and final offers or selection for contract negotiations:

- A.** The total score for the technical submittal of the Offeror’s proposal must be greater than or equal to **70%** of the **available technical points**; and
- B.** Further, the Issuing Office will award a contract only to an Offeror determined to be responsible in accordance with the most current version of Commonwealth Management Directive 215.9, Contractor Responsibility Program.

II-6. Final Ranking and Award.

- A.** After any best and final offer process conducted, the Issuing Office will combine the evaluation committee’s final technical scores, BDISBO’s final Small Diverse Business and Small Business Participation Submittal scores, the final cost scores, and (when applicable) the domestic workforce utilization scores, in accordance with the relative weights assigned to these areas as set forth in this Part.

- B.** The Issuing Office will rank responsible offerors according to the total overall score assigned to each, in descending order.
- C.** The Issuing Office must select for contract negotiations the offeror with the highest overall score.
- D.** The Issuing Office has the discretion to reject all proposals or cancel the request for proposals, at any time prior to the time a contract is fully executed, when it is in the best interests of the Commonwealth. The reasons for the rejection or cancellation shall be made part of the contract file.

PART III

TECHNICAL SUBMITTAL

III-1. Requirements. DMVA will conduct and hold training sessions, as listed in Table 1, during one of the weeks per contract year. It is the preference of DMVA that all sleeping rooms be within the same property, however, potential Offerors can propose the use of multiple properties within close proximity to the conference location. Upon contract award DMVA will coordinate actual room needs. Room needs will estimate around 150-200 based on awarded location and travel requirements of attendees.

Table 1.

2019	2020	2021	2022	2023
Sept. 10-13	Sept. 15-18	Sept. 14-17	Sept. 13-16	Sept. 10-15
Sept. 17-20	Sept. 22-25	Sept. 21-24	Sept. 20-23	Sept. 17-22
Oct. 1-4	Oct. 6-9	Oct. 5-8	Oct. 4-7	Oct. 1-6

Offerors shall choose one date set per contract year as shown in Table 1 above, to provide services under this contract.

The Awarded Offeror shall provide the following:

- A. Rooms shall be equipped with in-room refrigerators and microwaves upon request to conference attendees with medical needs. The names of those needing these items will be provided to the hotel along with the rooming list.
- B. For contract years 2019 through 2022, approximately 35 sleeping rooms are needed from Monday afternoon check-in through Friday morning check-out and an additional 155 sleeping rooms are needed from Tuesday afternoon check-in through Friday morning check-out. A minimum of five (5) of those rooms must be handicapped accessible.
- C. For contract year 2023, approximately 190 sleeping rooms are needed from Sunday afternoon check-in through Friday morning check-out and five rooms are needed from Sunday afternoon check-in through Saturday morning check-out. A minimum of five (5) of those rooms must be handicapped accessible.
- D. The proposed price per room must be within current government rate; reference **Attachment 1**. The Commonwealth of Pennsylvania does not pay sales tax. No incidentals are covered under this contract. Any and all incidentals incurred by the room occupant shall be billed separately to and paid by said occupant.
- E. The Awarded Offeror shall have an ADA (American with Disabilities Act 1990) compliant passenger elevator, which at a minimum has a cab large enough to accommodate a wheelchair and a 360-degree turn, that can service both the sleeping rooms and conference/meal spaces for those attendees with physical limitations, or there must be sleeping rooms located on the same floor as all other conference events including check-in.

- F. The conference room shall be large enough to accommodate 200 guests, classroom style seating, and a breakout room to accommodate 100 for Monday morning through Friday afternoon. There shall be a long table at the rear of the conference room as well as a head table up front for presenters and conference coordinators as well as podium on a riser at the front of the conference room.
- G. The conference location shall provide dedicated audio/visual equipment to include at least three cordless microphones, two body or lavalier microphones, mixer and amplification, projectors, extension cords, and projection screens. Exact numbers to be determined based on space.
- H. The conference location shall provide IT/Tech support every morning prior to conference sessions to ensure device functionality and connectivity is ready for use.
- I. The conference room shall provide Internet and Wi-Fi capabilities to accommodate classroom style setting. Devices utilized in the space shall consist of multiple laptop and smart phone devices.
- J. Beverage service shall be provided in the back of the conference rooms except for the breakout room, and must include both regular and decaffeinated coffee, assorted tea bags, hot water, ice water, iced tea, lemon wedges, juice, and all accoutrements, each day of the conference.
- K. The Awarded Offeror shall provide, or coordinate meals as required below. Approximate meals will vary around 200 and will be confirmed by DMVA VA at time of booking. Offerors can provide a sample menu with their proposals. Sample menu from previous contracts is referenced in **Attachment 2**.
 - i. Breakfast service 6:30-8:00
 - ii. Lunch service 12:00-1:00
 - iii. Alternate Option Box Lunch 12:00
 - iv. Dinner service 5:30-7:00
- L. Emergency Preparedness.

To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services.

1. Describe how you anticipate such a crisis will impact your operations.
2. Describe your emergency response continuity of operations plan. Please attach a copy of your plan, or at a minimum, summarize how your plan addresses the following aspects of pandemic preparedness:

- a. Employee training (describe your organization’s training plan, and how frequently your plan will be shared with employees)
- b. Identified essential business functions and key employees (within your organization) necessary to carry them out
- c. Contingency plans for:
 - i. How your organization will handle staffing issues when a portion of key employees are incapacitated due to illness.
 - ii. How employees in your organization will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.
- d. How your organization will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc.
- e. How and when your emergency plan will be tested, and if the plan will be tested by a third-party.

III-2. Offerors Technical Response. Offerors must at a minimum provide the following information with their submittals.

- a. **Statement of the Service Provided by this RFP.** State in succinct terms your understanding of the Services required by this RFP.
- b. **Proposed delivery of services.** State how you propose to provide the services outlined in the RFP.
 - i) Explain how you will meet the requirements outlined in Part III in this RFP.

III-3. Qualifications.

- A. **Company Overview.** Provide an overview of the Company proposing to accomplish the requirements of the RFP problem statement.
- B. **Prior Experience.** Include experience in providing accommodations for large attendance for conference space and room accommodations as described in the Part III Technical Submittal. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to must be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.
- C. **Personnel.** Include the number of personnel who will be engaged in the work. Show where these personnel will be physically located during the time they are

engaged in the Project. Indicate the responsibilities each individual will have in this Project and how long each has been with your company.

D. Subcontractors: Provide a subcontracting plan for all subcontractors, including small diverse business and small business subcontractors, who will be assigned to the Project. The selected Offeror is prohibited from subcontracting or outsourcing any part of this Project without the express written approval from the Commonwealth. Upon award of the contract resulting from this RFP, subcontractors included in the proposal submission are deemed approved. For each position included in your subcontracting plan provide:

1. Name of subcontractor;
2. Address of subcontractor;
3. Number of years worked with the subcontractor;
4. Number of employees by job category to work on this project;
5. Description of services to be performed;
6. What percentage of time the staff will be dedicated to this project;
7. Geographical location of staff; and
8. Resumes (if appropriate and available).

The Offeror's subcontractor information shall include (through a resume or a similar document) the employees' names, education and experience in the services outlined in this RFP. Information provided shall also indicate the responsibilities each individual will have in this Project and how long each has been with subcontractor's company.

III-4. Work Plan. Describe in narrative form your technical plan for accomplishing the work as described in **Part III-1**. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained.

III-5. Objections and Additions to Standard Contract Terms and Conditions. The Offeror will identify which, if any, of the terms and conditions (contained in **Part VI**) it would like to negotiate and what additional terms and conditions the Offeror would like to add to the standard contract terms and conditions. The Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for **Part VI**. All terms and conditions must appear in one integrated contract. The Issuing Office will

not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal.

Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the cost proposal, on the basis of the terms and conditions set out in **Part VI**. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in **Part VI or to other provisions of the RFP as specifically identified above**.

PART IV

COST SUBMITTAL

IV-1. Cost Submittal. The information requested in this **Part IV** shall constitute the Cost Submittal. The Cost Submittal shall be placed in a separate sealed envelope within the sealed proposal, separated from the technical submittal. The total proposed cost should be broken down into the components set forth in **Appendix D – Cost Submittal Worksheet**. The percentage of commitment to Small Diverse Businesses and Small Businesses should not be stated in the Cost Submittal. Offerors should **not** include any assumptions in their cost submittals. If the Offeror includes assumptions in its cost submittal, the Issuing Office may reject the proposal. Offerors should direct in writing to the Issuing Office pursuant to **Part I, Section I-9** of this RFP any questions about whether a cost or other component is included or applies. All Offerors will then have the benefit of the Issuing Office’s written answer so that all proposals are submitted on the same basis.

The Issuing Office will reimburse the selected Offeror for work satisfactorily performed after execution of a written contract and the start of the contract term, in accordance with contract requirements, and only after the Issuing Office has issued a notice to proceed.

PART V

SMALL DIVERSE BUSINESS AND SMALL BUSINESS PARTICIPATION SUBMITTAL

V-1. Small Diverse Business and Small Business General Information: The Issuing Office encourages participation by Small Diverse Businesses and Small Businesses as prime contractors and encourages all prime contractors to make significant commitments to use Small Diverse Businesses and Small Businesses as subcontractors and suppliers.

A Small Business must meet each of the following requirements:

- The business must be a for-profit, United States business;
- The business must be independently owned;
- The business may not be dominant in its field of operation;
- The business may not employ more than 100 full-time or full-time equivalent employees;
- The business, by type, may not exceed the following three-year average gross sales:
 - Procurement Goods and Services: \$20 million
 - Construction: \$20 million
 - Building Design Services: \$7 million
 - Information Technology Goods and Services: \$25 million

For credit in the RFP scoring process, a Small Business must complete the DGS/BDISBO self-certification process. Additional information on this process can be found at: <http://www.dgs.pa.gov/Businesses/Small%20Business%20Contracting%20Program/Pages/default.aspx>.

A Small Diverse Business is a DGS-verified minority-owned small business, woman-owned small business, veteran-owned small business, service-disabled veteran-owned small business, LGBT-owned small business, Disability-owned small business, or other small businesses as approved by DGS, that are owned and controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages.

For credit in the RFP scoring process, a Small Diverse Business must complete the DGS verification process. Additional information on this process can be found at: <http://www.dgs.pa.gov/Businesses/Minority,%20Women%20and%20Veteran%20Businesses/Pages/default.aspx>.

An Offeror that qualifies as a Small Diverse Business or a Small Business and submits a proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Offerors.

A Small Diverse Business or Small Business may be included as a subcontractor with as many prime contractors as it chooses in separate proposals.

The Department's directory of self-certified Small Businesses and DGS/BDISBO-verified Small Diverse Businesses can be accessed from:

<http://www.dgs.pa.gov/Businesses/Minority,%20Women%20and%20Veteran%20Businesses/Small-Diverse-Business-Verification/Pages/Finding-Small-Diverse-Businesses.aspx>.

Questions regarding the Small Diverse Business and Small Business Programs, including questions about the self-certification and verification processes can be directed to:

Department of General Services
Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO)
Room 601, North Office Building
Harrisburg, PA 17125
Phone: (717) 783-3119
Fax: (717) 787-7052
Email: RA-BDISBOVerification@pa.gov
Website: www.dgs.pa.gov

- V-2.** All Offerors are required to submit **two (2)** copies of the Small Diverse Business and Small Business Participation Submittal Form contained in (**Appendix E**) and related Letter(s) of Intent (**Appendix F**). The submittal must be sealed in its own envelope, separate from the remainder of the proposal, and must be provided on the Small Diverse Business and Small Business Participation Submittal form, with information as follows:
- A.** Offerors must indicate their status as a Small Diverse Business and as a Small Business through selection of the appropriate checkboxes.
 - B.** Offerors must include a numerical percentage which represents the total percentage of the total cost in the Cost Submittal that the Offeror commits to paying to Small Diverse Businesses and Small Businesses as subcontractors.
 - C.** Offerors must include a listing of and required information for each of the Small Diverse Businesses and/or Small Businesses with whom they will subcontract to achieve the participation percentages outlined on the Small Diverse Business and Small Business Participation Submittal.
 - D.** Offerors must include a Letter of Intent (attached as **Appendix F** is a Letter of Intent template which may be used to satisfy these requirements) signed by both the Offeror and the Small Diverse Business or Small Business for each of the Small Diverse Businesses and Small Businesses identified in the Small Diverse Business and Small Business Participation Submittal form. At minimum, the Letter of Intent must include the following:
 - 1.** The fixed numerical percentage commitment and associated estimated dollar value of the commitment made to the Small Diverse Business or Small Business; and
 - 2.** A description of the services or supplies the Small Diverse Business or Small Business will provide; and
 - 3.** The timeframe during the initial contract term and any extensions, options and renewals when the Small Diverse Business or Small Business will perform or provide the services and/or supplies; and

4. The name and telephone number of the Offeror's point of contact for Small Diverse Business and Small Business participation; and
 5. The name, address, and telephone number of the primary contact person for the Small Diverse Business or Small Business.
- E. Each Small Diverse Business and Small Business commitment which is credited by BDISBO along with the overall percentage of Small Diverse Business and Small Business commitments will become contractual obligations of the selected Offeror.

NOTE: Offerors will not receive credit for any commitments for which information as above is not included in the Small Diverse Business and Small Business Participation Submittal. Offerors will not receive credit for stating that after the contract is awarded they will find a Small Diverse or Small Business.

NOTE: Equal employment opportunity and contract compliance statements referring to company equal employment opportunity policies or past contract compliance practices do not constitute proof of Small Diverse Business and/or Small Business Status or entitle an Offeror to receive credit for Small Diverse Business or Small Business participation.

V-3. Contract Requirements—Small Diverse Business and Small Business Participation

All contracts containing Small Diverse Business and Small Business Participation must contain the following contract provisions to be maintained through the initial contract term and any subsequent options or renewals:

- A. Each Small Diverse Business and Small Business commitment which was credited by BDISBO and the total percentage of such Small Diverse Business and Small Business commitments made at the time of proposal submittal, BAFO or contract negotiations, as applicable, become contractual obligations of the selected Offeror upon execution of its contract with the Commonwealth.
- B. All Small Diverse Business and Small Business subcontractors credited by BDISBO must perform at least 50% of the work subcontracted to them.
- C. The individual percentage commitments made to Small Diverse Businesses and Small Businesses cannot be altered without written approval from BDISBO.
- D. Small Diverse Business and Small Business commitments must be maintained in the event the contract is assigned to another prime contractor.
- E. The selected Offeror and each Small Diverse Business and Small Business for which a commitment was credited by BDISBO must submit a final, definitive subcontract agreement signed by the selected Offeror and the Small Diverse Business and/or Small Business to BDISBO within 30 days of the final execution date of the Commonwealth contract. A Model Subcontract Agreement which may be used to satisfy this requirement is provided in **Appendix H – Model Form of Small Diverse and Small Business Subcontract Agreement**. The subcontract must contain:

1. The specific work supplies or services the Small Diverse Business and/or Small Business will perform; location for work performed; how the work, supplies or services relate to the project; and the specific timeframe during the initial term and any extensions, options and renewals of the prime contract when the work, supplies or services will be provided or performed.
 2. The fixed percentage commitment and associated estimated dollar value that each Small Diverse Business and/or Small Business will receive based on the final negotiated cost for the initial term of the prime contract.
 3. Payment terms indicating that the Small Diverse Business and/or Small Business will be paid for work satisfactorily completed within 14 days of the selected Offeror's receipt of payment from the Commonwealth for such work.
 4. Commercially reasonable terms for the applicable business/industry that are no less favorable than the terms of the selected Offeror's contract with the Commonwealth and that do not place disproportionate risk on the Small Diverse Business and/or Small Business relative to the nature and level of the Small Diverse Business' and/or Small Business' participation in the project.
- F.** If the selected Offeror and a Small Diverse Business or Small Business credited by BDISBO cannot agree upon a definitive subcontract within 30 days of the final execution date of the Commonwealth contract, the selected Offeror must notify BDISBO.
- G.** The Selected Offeror shall complete the Prime Contractor's Quarterly Utilization Report and submit it to the contracting officer of the Issuing Office and BDISBO within ten (10) business days at the end of each quarter of the contract term and any subsequent options or renewals. This information will be used to track and confirm the actual dollar amount paid to Small Diverse Business and Small Business subcontractors and suppliers and will serve as a record of fulfillment of the contractual commitment. If there was no activity during the quarter, the form must be completed by stating "No activity in this quarter." A late fee of \$100.00 per day may be assessed against the Selected Offeror if the Utilization Report is not submitted in accordance with the schedule above.
- H.** The Selected Offeror shall notify the Contracting Officer of the Issuing Office and BDISBO when circumstances arise that may negatively impact the selected Offeror's ability to comply with Small Diverse Business and/or Small Business commitments and to provide a corrective action plan. Disputes will be decided by the Issuing Office and DGS.
- I.** If the Selected Offeror fails to satisfy its Small Diverse Business and/or Small Business commitment(s), it may be subject to a range of sanctions BDISBO deems appropriate. Such sanctions include, but are not limited to, one or more of the following: a determination that the selected Offeror is not responsible under the Contractor Responsibility Program; withholding of payments; suspension or termination of the contract together with consequential damages; revocation of the selected Offeror's

Small Diverse Business status and/or Small Business status; and/or suspension or debarment from future contracting opportunities with the Commonwealth.

PART VI

CONTRACT TERMS AND CONDITIONS

VI.1 CONTRACT-001.1a Contract Terms and Conditions (Nov 30, 2006)

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

VI.2 CONTRACT-002.1b Term of Contract – PO (July 2015)

The term of the Contract created by the issuance of the Purchase Order shall commence on the Original PO Effective Date, which will be printed on the Purchase Order output form after the Solicitation Response or Purchase Order has been signed and returned by the contractor, electronically signed by the Commonwealth and approved as required by Commonwealth contracting procedures. If the Purchase Order 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 Purchase Order has not been fully executed. Subject to the other provisions of the Contract, the Contract shall end on the later of: a) complete delivery and acceptance of the awarded item(s); b) the expiration of any specified warranty and maintenance period; c) payment by the Commonwealth for the item or items received; or d) any Expiration Date identified in the Purchase Order.

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

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

VI.4 CONTRACT-003.1d Signatures - PO (July 2015)

The Contract shall not be a legally binding contract until the fully-executed Purchase Order 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 Purchase Order prior to the Original PO Effective Date. The Contractor hereby waives any claim or cause of action for any service or work performed prior to the Original PO Effective Date.

The Purchase Order may be signed in counterparts. The Contractor shall sign the Solicitation Response or Purchase Order and return it to the Commonwealth. After the Solicitation Response or Purchase Order is signed by the Contractor and returned to the Commonwealth, it will be processed for Commonwealth signatures and approvals. When the Purchase Order has been electronically signed and approved by the Commonwealth as required by Commonwealth contracting procedures, it shall: 1) clearly indicate "Fully executed" at the top of the form; 2) include a printed Original PO Effective Date and 3) include the printed name of the Purchasing Agent indicating that the document has been electronically signed and approved by the Commonwealth. Until the Contractor receives the Purchase Order output form with this information on the Purchase Order output form, there is no legally binding contract between the parties.

The fully-executed Purchase Order may be sent to the Contractor 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 the fully-executed Purchase Order.

The Commonwealth and the Contractor specifically agree as follows:

- a. No handwritten signature shall be required in order for the 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, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine 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 genuine 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 a genuine Purchase Order 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.

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

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

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

VI.6 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.

VI.7 CONTRACT-007.01b Delivery of Services (Nov 30, 2006)

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

VI.8 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.

VI.9 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.

VI.10 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.

VI.11 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.

VI.12 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.

VI.13 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.

VI.14 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>.

VI.15 CONTRACT-014.3 Recycled Content Enforcement (Feb 2009)

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.

VI.16 CONTRACT-015.1A Compensation/Expenses (May 2008)

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

VI.17 CONTRACT-015.2 Billing Requirements (February 2012)

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

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

- Quantity provided;
- Unit price;
- Price extension;
- Total price; and
- Delivery date of supplies or services.

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

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

VL18 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.

VL19 CONTRACT-016.2 ACH Payments (Aug 2007)

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

VL20 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.

VI.21 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.

VI.22 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.

VI.23 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 the date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

VI.24 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.

VI.25 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.

VI.26 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.

VI.27 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.

VI.28 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.

VI.29 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.

VI.30 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (March 2015)

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.

3. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

4. The Contractor and each subcontractor shall not discriminate in violation of PHRA and applicable federal laws against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

5. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Small Business Opportunities (BSBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

7. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

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

VI.31 CONTRACT-028.1 Contractor Integrity Provisions (Jan 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 or 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.

VI.32 CONTRACT-029.1 Contractor Responsibility Provisions (Nov 2010)

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

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
6. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

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

VI.33 CONTRACT-030.1 Americans with Disabilities Act (Oct 2006)

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

VI.34 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.

VI.35 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.

VI.36 CONTRACT-034.1a Integration – RFP (Dec 12 2006)

This Contract, including the Request for Proposals, Contractor's Proposal, Contractor's Best and Final Offer, if any, 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.

VI.37 CONTRACT-034.2a Order of Precedence - RFP (Dec 12 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 RFP, the Best and Final Offer, if any; the Contractor's Proposal in Response to the RFP.

VI.38 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.

VI.39 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.

VI.40 CONTRACT-036.1 Background Checks (February 2016)

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

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

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

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

VI.41 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.

VI.42 CONTRACT-041.1 Contract Requirements-Small Diverse Business and Small Business Participation (July 2016)

The provisions contained in the RFP concerning Contract Requirements - Small Diverse Business and Small Business Participation are incorporated by reference herein.

VI.43 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.

VI.44 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.

VI.45 CONTRACT-053.1 Enhanced Minimum Wage Provisions (July 2016)

1. Enhanced Minimum Wage. Contractor/Lessor agrees to pay no less than \$10.15 per hour to its employees for all the hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.

2. Adjustment. Beginning January 1, 2017, and annually thereafter, Contractor/Lessor shall pay its employees described in Paragraph 1. above an amount that is no less than the amount previously in effect; increased from such amount by the annual percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (United States city average, all items, not seasonally adjusted), or its successor publication as determined by the United States Bureau of Labor Statistics; and rounded to the nearest multiple of \$0.05. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.

3. Exceptions. These Enhanced Minimum Wage Provisions shall not apply to employees:

- a. exempt from the minimum wage under the Minimum Wage Act of 1968;
- b. covered by a collective bargaining agreement;
- c. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
- d. required to be paid a higher wage under any state or local policy or ordinance.

4. Notice. Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.

5. Records. Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.

6. **Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
7. **Subcontractors.** Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

**APPENDIX A
PROPOSAL COVER SHEET
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
RFP# DMVA 6100045945**

Enclosed in three separately sealed submittals is the proposal of the Offeror identified below for the above-referenced RFP:

Offeror Information:	
Offeror Name	
Offeror Mailing Address	
Offeror Website	
Offeror Contact Person	
Contact Person's Phone Number	
Contact Person's Facsimile Number	
Contact Person's E-Mail Address	
Offeror Federal ID Number	
Offeror SAP/SRM Vendor Number	

Submittals Enclosed and Separately Sealed:	
<input type="checkbox"/>	Technical Submittal <input type="checkbox"/> Domestic Workforce Utilization Certification
<input type="checkbox"/>	Small Diverse Business and Small Business Participation Submittal <input type="checkbox"/> Small Diverse Business and Small Business Participation Submittal Form <input type="checkbox"/> Small Diverse Business and Small Business Letter(s) of Intent
<input type="checkbox"/>	Cost Submittal

<i>Signature</i>
Signature of an official authorized to bind the Offeror to the provisions contained in the Offeror's proposal:
Printed Name
Title

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM WITH THE OFFEROR'S PROPOSAL MAY RESULT IN THE REJECTION OF THE OFFEROR'S PROPOSAL

**APPENDIX B
DOMESTIC WORKFORCE UTILIZATION CERTIFICATION**

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

I, _____ [title] of _____ [name of Contractor] a _____ [place of incorporation] corporation or other legal entity, ("Contractor") located at _____ [address], having a Social Security or Federal Identification Number of _____, do hereby certify and represent to the Commonwealth of Pennsylvania ("Commonwealth") (Check **one** of the boxes below):

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

OR

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

[Use additional sheets if necessary]

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

Attest or Witness:

Corporate or Legal Entity's Name

Signature/Date

Signature/Date

Printed Name/Title

Printed Name/Title

APPENDIX C



IRAN FREE PROCUREMENT CERTIFICATION FORM

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

To be eligible for an award of a contract with a Commonwealth entity for goods or services worth at least \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services ("DGS") pursuant to Section 3503 of the Procurement Code **and** is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e).

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

OPTION #1 - CERTIFICATION

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

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

OPTION #2 – EXEMPTION

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

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

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

APPENDIX D

**COST SUBMITTAL TEMPLATE
RFP DMVA- 6100045945
FOR LODGING, MEAL AND CONFERENCE FACILITES**

A proposed amount that the Offeror will bill for Lodging, Meals, Conference Space and Support services as described in Part III-1 Requirements. The proposed amount for the Conference Room Space and Support shall include any overhead, incidentals, and administrative costs necessary for all conference and break out room set up and tear downs. All lodging expenses must be within the allowable rates as listed in Attachment 1. Lodging rates will be adjusted based on the updated Preferred Lodging guides posted annually.

Rooms and Meals are based on an approximate attendance of 200 individuals. The Commonwealth will only reimburse for actual contract usage.

IN ORDER TO BE CONSIDERED RESPONSIVE ALL FIELDS MUST BE COMPLETED BELOW.

County of Lodging Rates Proposed: _____
(Ref. Attachment 1)

<u>Contract Year One Rates</u>	<u>Rate</u>
Room per person per day	\$ _____
Breakfast per person per day	\$ _____
Lunch per person per day	\$ _____
Dinner per person per day	\$ _____
Conference Room Space and Support per day	\$ _____

<u>Contract Year Two Rates</u>	<u>Rate</u>
Room per person per day	\$ _____
Breakfast per person per day	\$ _____
Lunch per person per day	\$ _____
Dinner per person per day	\$ _____
Conference Room Space and Support per day	\$ _____

Contract Year Three Rates

Rate

Room per person per day	\$ _____
Breakfast per person per day	\$ _____
Lunch per person per day	\$ _____
Dinner per person per day	\$ _____
Conference Room Space and Support per day	\$ _____

Contract Year Four Rates

Rate

Room per person per day	\$ _____
Breakfast per person per day	\$ _____
Lunch per person per day	\$ _____
Dinner per person per day	\$ _____
Conference Room Space and Support per day	\$ _____

Contract Year Five Rates

Rate

Room per person per day	\$ _____
Breakfast per person per day	\$ _____
Lunch per person per day	\$ _____
Dinner per person per day	\$ _____
Conference Room Space and Support per day	\$ _____

Total \$ _____

APPENDIX E

SMALL DIVERSE BUSINESS (SDB) AND SMALL BUSINESS (SB)
PARTICIPATION SUBMITTAL

Project: DMVA- 610045945

Offeror Firm: _____

Offeror Contact Name: _____ Email: _____

OFFEROR INFORMATION:

<p>Is your firm a DGS-Verified Small Diverse Business? <input type="checkbox"/> Yes <input type="checkbox"/> No (<u>MUST</u> check one)</p> <p>Is your firm a DGS-Self-Certified Small Business? <input type="checkbox"/> Yes <input type="checkbox"/> No (<u>MUST</u> check one)</p>

SUBCONTRACTING INFORMATION:

Percentage Commitment for SDB and SB Subcontracting Participation

After examination of the contract documents, which are made a part hereof as if fully set forth herein, the Offeror commits to the following percentages of the total contract cost for Small Diverse Business and Small Business subcontracting participation.

Small Diverse Business Subcontracting percentage commitment:

<p>_____ % (Figure)</p>	<p>_____ Percent (Written)</p>
<p>Small Business Subcontracting percentage commitment:</p>	
<p>_____ % (Figure)</p>	<p>_____ Percent (Written)</p>

Listing SDB and SB Subcontractors

The Offeror must list in the chart below the SDBs and SBs that will be used to meet the percentage commitments provided above. Include the SDB/SB firm name, SDB or SB designation, SDB/SB Primary Contact Information, a description of the service or supplies the SDB/SB will provide, fixed percent of total contract cost committed, estimated dollar value of each commitment, and an indication as to the Offeror’s intent to utilize the SDB/SB subcontractor for contract options or renewals. Include as many pages as necessary. **Offerors must also include a Letter of Intent as indicated in RFP Part V, Section V-2 for each SDB/SB listed.**

SDB/SB Name	SDB or SB	Primary Contact Name & Email	Description of Services or Supplies to be provided	% of total Contract Cost Committed	Estimated \$ value of Commitment	Will SDB/SB be used for options/renewals? (yes/no)

APPENDIX F

**SMALL DIVERSE AND SMALL BUSINESS
LETTER OF INTENT**

[DATE]

[SDB/SB Contact Name
Title
SDB/SB Company Name
Address
City, State, Zip]

Dear [SDB/SB Contact Name]:

This letter serves as confirmation of the intent of [Offeror] to utilize [Small Diverse Business (SDB) or Small Business (SB)] on RFP [RFP number and Title] issued by the [Commonwealth agency name].

If [Offeror] is the successful vendor, [SDB or SB] shall provide [identify the specific work, goods or services the SDB/SB will perform] during the initial term of the prime contract and during any extensions, options or renewal periods of the prime contract exercised by the Commonwealth, as more specifically set forth below: [identify the specific time periods during the initial contract term and any extensions, options and renewals when the component work, goods or services will be provided or performed.]

These services represent [identify fixed numerical percentage commitment] of the total cost in the [Offeror's] cost submittal for the initial term of the contract. Dependent on final negotiated contract pricing and actual contract usage or volume, it is expected that [SDB or SB] will receive an estimated [identify associated estimated dollar value that the fixed percentage commitment represents] during the initial contract term.

[SDB/SB] represents that it meets the small or small diverse business requirements set forth in the RFP and all required documentation has been provided to [Offeror] for its SDB/SB submission.

We look forward to the opportunity to serve the [Commonwealth agency name] on this project. If you have any questions concerning our small business or small diverse business commitment, please feel free to contact me at the number below.

Sincerely,

Acknowledged,

Offeror Name
Title
Company
Phone number

SDB or SB Name
Title
Company
Phone number

APPENDIX G

MODEL FORM OF SMALL DIVERSE AND SMALL BUSINESS SUBCONTRACTOR AGREEMENT

This Subcontractor Agreement ("Subcontract") is made effective as of _____, 20____, by and between _____, ("Contractor") and _____, a Small Diverse Business or Small Business ("Subcontractor") (collectively referred to as the "Parties").

RECITALS

Contractor has entered into a contract dated _____ (the "Prime Contract") with the Department of _____ of the Commonwealth of Pennsylvania ("Commonwealth"). Under the Prime Contract, Contractor has agreed to provide certain supplies, services or construction ("Services") to the Commonwealth.

In connection with the Procurement leading to the Prime Contract, Contractor and Subcontractor entered into a letter agreement dated _____ ("Letter of Intent") whereby the Contractor committed a certain percentage of work ("Small Diverse Business or Small Business Commitment") under the Prime Contract to the Subcontractor.

As contemplated by the Letter of Intent and in accordance with the provisions of the Procurement and Prime Contract, the Parties have agreed to enter into this Subcontract to fulfill the Small Diverse Business or Small Business Commitment expressed in the Letter of Intent and as required by the Prime Contract.

DEFINITIONS

The following words and terms when used in this Subcontract shall have the following meanings:

Bureau – The Department’s Bureau of Diversity, Inclusion and Small Business Opportunities.

Contracting Officer – The person authorized to administer and make written determinations for the Commonwealth with respect to the Prime Contract.

Department – The Department of General Services of the Commonwealth of Pennsylvania.

Issuing Office – The department, board, commission or other agency of the Commonwealth of Pennsylvania that issued the Procurement.

Procurement – The Invitation for Bids, Request for Quotes, Request for Proposals or other solicitation and all associated final procurement documentation issued by the Commonwealth to obtain proposals from firms for award of the Prime Contract.

Small Business – A business in the United States which is independently owned, not dominant in its field of operation, employs no more than 100 full-time or full-time equivalent employees, and earns less than \$7 million in gross annual revenues for building design, \$20 million in gross annual revenues for sales and services and \$25 million in gross annual revenues for those businesses in the information technology sales or service business.

Small Diverse Business – A Department-verified minority-owned small business, woman-owned small business, veteran-owned small business, service-disabled veteran-owned small business, LGBT-owned small business, or disability-owned small business.

AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Subcontractor Representations. Subcontractor represents and warrants to Contractor as follows:

(a) Subcontractor is self-certified as a Small Business in accordance with the requirements and procedures established by the Bureau of Diversity, Inclusion and Small Business Opportunities; [Subcontractor is also verified as a Small Diverse Business by the Bureau of Diversity, Inclusion and Small Business Opportunities in accordance with the requirements and procedures established by the Bureau;]

(b) Subcontractor possesses the necessary knowledge, experience, expertise, capital, resources and personnel required to perform the Services it will provide under this Subcontract;

(c) Subcontractor (i) is duly organized, validly existing and in good standing under the laws of its state of incorporation or organization, (ii) has the power and authority to own its properties and to carry on business as now being conducted, and (iii) has the power to execute and deliver this Subcontract;

(d) The execution and performance by Subcontractor of the terms and provisions of this Subcontract have been duly authorized by all requisite action, and neither the execution nor the performance of this Subcontract by Subcontractor will violate any provision of law, any order of any court or other agency of government, the organizational documents of Subcontractor or any indenture, agreement or other instrument to which Subcontractor is a party, or by which Subcontractor is bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under, or except as may be provided by this Subcontract, result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Subcontractor pursuant to, any such indenture agreement or instrument;

(e) Subcontractor has obtained all licenses, permits and approvals required to perform the Services it will provide under this Subcontract; and

(f) Subcontractor is not under suspension or debarment by the Commonwealth or any other governmental entity, instrumentality or authority.

2. Contractor Representations. Contractor represents and warrants to Subcontractor as follows:

(a) Contractor (i) is duly organized, validly existing and in good standing under the laws of its state of incorporation or organization, (ii) has the power and authority to own its properties and to carry on business as now being conducted, and (iii) has the power to execute and deliver this Subcontract;

(b) The execution and performance by Contractor of the terms and provisions of this Subcontract by Contractor have been duly authorized by all requisite action, and neither the execution nor the performance of this Subcontract will violate any provision of law, any order of any court or other agency of government, the organizational documents of Contractor or any indenture, agreement or other instrument to which Contractor is a party, or by which Contractor is bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under, or except as may be provided by this Subcontract, result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Contractor pursuant to, any such indenture agreement or instrument;

(c) Contractor has obtained all licenses, permits and approvals required to perform the Services to be provided by Contractor under the Prime Contract; and

(d) Contractor is not under suspension or debarment by the Commonwealth or any other governmental entity, instrumentality or authority.

3. Relationship of the Parties. The provisions of this Subcontract are not intended to create, nor shall be deemed or construed to create, any joint venture, partnership or other relationship between Contractor and Subcontractor, other than that of independent entities contracting with each other solely for the purpose of carrying out the provisions of this Subcontract. Neither of the Parties to this Subcontract, nor any of their respective employees, agents, or other representatives, shall be construed to be the agent, employee or representative of the other party. Neither party shall have the authority to bind the other party, nor shall a party be responsible for the acts or omissions of the other party, unless otherwise stated in this Subcontract. Similarly, the Parties expressly acknowledge that neither the Contractor nor the Subcontractor is an agent, employee or representative of the Commonwealth and each party covenants not to represent itself accordingly.

4. Prime Contract Flow-Down.

(a) General. This agreement is a subcontract under the Prime Contract and all provisions of the Prime Contract and any amendments thereto applicable to the Services being performed by the Subcontractor shall extend to and be binding upon the Parties as part of this Subcontract.

(b) Specific. The Parties agree to comply with the following provisions of the Prime Contract, which are incorporated herein by reference:

- (1) The Americans with Disabilities Act Provisions.
- (2) Nondiscrimination/Sexual Harassment Clause.
- (3) Contractor Integrity Provisions.
- (4) Contractor Responsibility Provisions.

(c) Termination. Should the Prime Contract be terminated pursuant to the terms and conditions provided in the Procurement, such termination shall have the same effect on this Subcontract. Payment for Services provided as of the date of termination must be made in accordance with the Section 13 of this Subcontract.

(d) Audit Provisions. 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 Parties to the extent that the books, documents, and records relate to the Parties' compliance with the provisions set forth in subsection (b) above or to the Small Diverse Business or Small Business Commitment effectuated through this Subcontract. The Parties shall preserve such books, documents, and records for a period of three years from the date of final payment hereunder. The Parties shall give full and free access to all such records to the Commonwealth and/or its authorized representatives.

5. Order of Precedence. The Letter of Intent, Procurement and Prime Contract are incorporated herein by reference into this Subcontract. In the event of any conflict or inconsistency among the individual components of this Subcontract, such conflict or inconsistency shall be resolved by observing the following order of precedence:

- (a) This Subcontract;
- (b) The Letter of Intent;
- (c) The Prime Contract; and
- (d) The Procurement.

6. Further Action. The Parties shall take such actions and complete, execute and deliver any and all documents or instruments necessary to carry out the terms and provisions of this Subcontract, to effectuate the purpose of this Subcontract, and to fulfill the obligations of each party hereunder.

7. Description of Services. Subcontractor will perform the following Services for the Contractor which Contractor is obligated to provide to the Commonwealth under the Prime Contract:

[DESCRIBE IN DETAIL THE SPECIFIC SUPPLIES, SERVICES OR CONSTRUCTION THE SUBCONTRACTOR WILL PROVIDE OR PERFORM]

8. Small Diverse Business or Small Business Commitment. The above-referenced Services represent ___ % of the final negotiated total cost for the initial term of the Prime Contract. Any proposed change to the Small Diverse Business or Small Business Commitment must be submitted in writing to the Bureau which will make a recommendation to the Commonwealth Contracting Officer regarding a course of action.

9. Performance of Services. Subcontractor may not subcontract more than 50% of the work subcontracted to it hereunder without written permission from the Bureau. Subcontractor will perform the Services strictly in accordance with any applicable plans and specifications as contained in the Prime Contract and the reasonable deadlines set by Contractor in view of the requirements of the Prime Contract, and in a good workmanlike manner consistent with industry standards, meeting all applicable local, state and federal laws, regulations and policies.

10. Location of Services. Subcontractor will provide the Services at the following address(es):

11. Timeframe for Performance of Services. The Services will be provided by Subcontractor during the initial term of the Prime Contract, and during any extensions, options or renewal periods of the Prime Contract exercised by the Commonwealth, as more specifically set forth below:

[IDENTIFY THE SPECIFIC TIME PERIODS DURING THE INITIAL CONTRACT TERM AND EXTENSIONS, OPTIONS AND RENEWALS WHEN THE SUBCONTRACTOR WILL PERFORM COMPONENT SERVICES]

12. Pricing of Services. Subcontractor shall provide or perform the Services at the pricing specified in Exhibit ___ to this Subcontract. [ATTACH A BILL OF MATERIALS, RATE CARD OR OTHER APPROPRIATE COST SHEET COVERING THE SERVICES TO BE PROVIDED.]

13. Payment for Services. Contractor shall exert reasonable and diligent efforts to collect prompt payment from the Commonwealth. Contractor shall pay Subcontractor in proportion to amounts received from the Commonwealth which are attributable to the Services performed by Subcontractor. Contractor shall pay Subcontractor within fourteen (14) days after the Contractor receives such payment from the Commonwealth, unless the parties expressly agree upon a

different payment schedule or structure as set forth below:

14. Utilization Reports. Both the Contractor and Subcontractor shall complete Quarterly Utilization Reports (or similar type documents containing the same information) and submit them to the Contracting Officer and to the Bureau within ten (10) business days at the end of each quarter. This information will be used to determine the actual dollar amount paid to Subcontractor and will also serve as a record of fulfillment of Contractor's Small Diverse Business and Small Business Commitments. If there was no activity during the quarter, then the form must be completed by stating "No activity in this quarter." A late fee of \$100.00 per day may be assessed against the Contractor if its Utilization Report is not submitted in accordance with the schedule above.

15. Change Orders. If the Commonwealth issues any change order or other formal contract instrument either expanding or limiting the work to be performed under the Prime Contract, the Parties shall accept such Change Orders. Contractor agrees to provide Subcontractor with written notice of any such change orders that affect the Services to be provided by the Subcontractor hereunder as soon as practical after Contractor receives such notice. Any resulting increase or decrease in the Services, Small Diverse Business or Small Business Commitment provided for in Paragraphs 7 or 8 above must be in writing, mutually agreed to, and signed by both Parties and communicated to the Bureau. If the Parties are unable to reach an agreement regarding any adjustment to the Services, Small Diverse Business or Small Business Commitment necessitated by a Commonwealth Change Order, the Parties must submit the matter in writing to the Bureau which will make a recommendation to the Contracting Officer regarding a course of action.

16. Force Majeure. Neither party will incur any liability to the other if its performance of any obligation under this Subcontract 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 are not 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, epidemic and quarantines, general strikes throughout the trade, and freight embargoes. The existence of such causes beyond a party's control shall extend the period for performance to such extent as may be necessary to enable complete performance in the exercise of reasonable diligence after the causes have been removed.

17. Dispute Resolution.

(a) The Parties will attempt to resolve any dispute arising out of or relating to this Subcontract through friendly negotiations.

(1) The Parties expressly acknowledge and confer upon the Bureau and Contracting Officer the authority to adjudicate disputes that the Parties cannot resolve amicably

concerning the Parties' compliance with their Small Diverse Business and Small Business Commitments as provided in the Prime Contract and this Subcontract.

(2) The Bureau may recommend to the Contracting Officer a range of sanctions it deems appropriate if the Bureau determines a party has failed to satisfy or perform its Small Diverse Business or Small Business commitment. Such sanctions include, but are not limited to, one or more of the following: a determination that the party is not responsible under the Contractor Responsibility Program; withholding of Prime Contract and/or Subcontract payments; suspension or termination of the Prime Contract and/or Subcontract together with consequential damages; revocation of the party's Small Business self-certification status and/or Small Diverse Business verification status; and/or suspension or debarment of one or both parties from future contracting opportunities with the Commonwealth.

(3) The Parties' acknowledge that their prior performance in meeting their Small Diverse Businesses and Small Businesses contractual obligations will be considered by the Bureau during future procurement scoring processes. To the extent a party has failed to meet prior contractual commitments, the Bureau may recommend to the Issuing Office that the party be determined non-responsible for the limited purpose of eligibility to receive SDB/SB points or consideration as a qualified Small Diverse Business or Small Business.

(b) Nothing herein shall be construed to prevent either party from seeking such relief as provided by law in a court or tribunal of competent jurisdiction.

18. Notices. Any written notice to any party under this Subcontract shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to the following:

If to Contractor:

If to Subcontractor:

19. Waiver. No waiver by either party of any breach of this Subcontract shall be deemed to waive any other breach. No acceptance of payment or performance after any breach shall be deemed a waiver of any breach. No failure or delay to exercise any right by a party upon

another's default shall prevent that party from later exercising that right, nor shall such failure or delay operate as a waiver of any default.

20. Severability. If any provision of this Subcontract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Subcontract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

21. Assignment. Neither party may assign or transfer this Subcontract without the prior written consent of the Commonwealth. If Contractor's Prime Contract with the Commonwealth is assigned to another contractor, the new contractor must maintain the Small Diverse Business and Small Business Commitment set forth in the Prime Contract as implemented through this Subcontract.

22. Applicable Law. This Subcontract shall be governed by the laws of the Commonwealth of Pennsylvania.

23. Entire Agreement. This Subcontract constitutes the entire agreement of the Parties regarding the subject of this Subcontract as of the date of execution. No other agreement or understandings, verbal or written, expressed or implied, are a part of this Subcontract unless specified herein.

24. Amendment. This Subcontract may be modified or amended only if made in writing and signed by both Parties. Any proposed change to the Contractor's Small Diverse Business or Small Business Commitment to Subcontractor must be submitted in writing to the Bureau which will make a recommendation to the Contracting Officer regarding a course of action.

25. Binding Effect. This Subcontract shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, representatives, successors and assigns.

26. Counterparts. This Subcontract may be executed by the Parties in counterparts, each of which together shall be deemed an original but all of which together shall constitute one and the same instrument. A party's delivery of a duly executed signature page of this Subcontract in electronic format shall have the same force and effect as delivery of an original signature page.

ADDITIONAL TERMS AND CONDITIONS

[THE PARTIES MAY INCLUDE ADDITIONAL TERMS AND CONDITIONS APPROPRIATE FOR THE SERVICES TO BE PROVIDED SO LONG AS THEY ARE COMMERCIALY REASONABLE TERMS FOR THE APPLICABLE BUSINESS OR INDUSTRY, ARE NO LESS FAVORABLE THAN THE TERMS OF THE PRIME CONTRACT, AND DO NOT PLACE DISPROPORTIONATE RISK ON THE SMALL DIVERSE BUSINESS OR SMALL BUSINESS RELATIVE TO THE NATURE AND LEVEL OF THE SMALL DIVERSE BUSINESS' OR SMALL BUSINESS' PARTICIPATION IN THE PROJECT. SUCH TERMS MAY INCLUDE:

Background Checks
Confidentiality/Disclosure of Information
Data Security
Insurance
Invoicing Requirements
Environmental Protection
Intellectual Property Rights
Record Retention/Audits
Service Level Agreements (SLAs) (consistent with Prime Contract SLAs)
Public Works Construction Requirements (including Bonding, E-Verify, Prevailing Wage, and Prompt Payment provisions)

IN WITNESS WHEREOF, the Parties hereto have caused this Subcontract to be executed by their duly authorized officers as set forth below.

Contractor

Subcontractor

Insert Company Name

Insert Company Name

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Date

Date

APPENDIX H

Trade Secret/Confidential Proprietary Information Notice

Instructions:

The Commonwealth may not assert on behalf of a third party an exception to the public release of materials that contain trade secrets or confidential proprietary information unless the materials are accompanied, at the time they are submitted, by this form or a document containing similar information.

It is the responsibility of the party submitting this form to ensure that all statements and assertions made below are legally defensible and accurate. The Commonwealth will not provide a submitting party any advice with regard to trade secret law.

Name of submitting party:

Contact information for submitting party:

Please provide a brief overview of the materials that you are submitting (e.g. bid proposal, grant application, technical schematics):

Please provide a brief explanation of why the materials are being submitted to the Commonwealth (e.g. response to bid #12345, application for grant XYZ being offered by the Department of Health, documents required to be submitted under law ABC)

Please provide a list detailing which portions of the material being submitted you believe constitute a trade secret or confidential proprietary information, and please provide an explanation of why you think those materials constitute a trade secret or confidential proprietary information. Also, please mark the submitted material in such a way to allow a reviewer to easily distinguish between the parts referenced below. (You may attach additional pages if needed)

Note: The following information will not be considered a trade secret or confidential proprietary information:

- Any information submitted as part of a vendor's cost proposal
- Information submitted as part of a vendor's technical response that does not pertain to specific business practices or product specification
- Information submitted as part of a vendor's technical or small diverse business response that is otherwise publicly available or otherwise easily obtained
- Information detailing the name, quantity, and price paid for any product or service being purchased by the Commonwealth

Page Number

Description

Explanation

Acknowledgment

The undersigned party hereby agrees that it has read and completed this form, and has marked the material being submitted in accordance with the instructions above. The undersigned party acknowledges that the Commonwealth is not liable for the use or disclosure of trade secret data or confidential proprietary information that has not been clearly marked as such, and which was not accompanied by a specific explanation included with this form.

The undersigned agrees to defend any action seeking release of the materials it believes to be trade secret or confidential, and indemnify and hold harmless the Commonwealth, its agents and employees, from any judgments awarded against the Commonwealth in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives so long as the Commonwealth has possession of the submitted material, and will apply to all costs unless and until the undersigned provides a written statement or similar notice to the Commonwealth stating that it no longer wishes to exempt the submitted material from public disclosure.

The undersigned acknowledges that the Commonwealth is required to keep all records for at least as long as specified in its published records retention schedule.

The undersigned acknowledges that the Commonwealth reserves the right to reject the undersigned’s claim of trade secret/confidential proprietary information if the Commonwealth determines that the undersigned has not met the burden of establishing that the information constitutes a trade secret or is confidential. The undersigned also acknowledges that if only a certain part of the submitted material is found to constitute a trade secret or is confidential, the remainder of the submitted material will become public; only the protected information will be removed and remain nonpublic.

If being submitted electronically, the undersigned agrees that the mark below is a valid electronic signature.

Signature

Title

Date

APPENDIX I

DMVA PROTEST PROCEDURES

A. Who May File the Protest? Any bidder, offeror, prospective bidder, prospective offeror, or a prospective contractor who is aggrieved in connection with the solicitation or award of a contract may file a protest. Protests relating to cancellation of invitations for bids or requests for proposals and protests relating to the rejection of all bids or proposals are not permitted.

B. Time for Filing.

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

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

- 3.** Untimely filed protests will be disregarded by the Department of Military and Veterans Affairs.

C. Form of Protest.

- 1.** A protest must be in writing and filed with the Contracting Officer of the Department of Military and Veterans Affairs.

- 2.** A protest must state all grounds upon which the protesting party asserts that the solicitation or award was improper. Issues not raised by the protesting party before the Department of Military and Veterans Affairs are deemed waived and may not be raised on appeal.

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

D. Notice of Protest. If award has been made, the Department of Military and Veterans Affairs shall notify the successful bidder or contractor of the protest. If the protest is received before award and substantial issues are raised by the protest, all bidders and offerors who appear to have a substantial and reasonable prospect of winning the award shall be notified and may file their agreement /disagreement with the Department of Military and Veterans Affairs within five days after receipt of notice of protest.

E. Stay of Procurement. The Adjutant General of the Department of Military and Veterans Affairs (or designee) shall immediately decide whether or not the solicitation or award shall be stayed, or if the protest is timely received after the award, whether the performance of the contract should be

suspended. The Department of Military and Veterans Affairs shall not proceed further with the solicitation or with the award of the contract, and shall suspend performance under the contract if awarded, unless The Adjutant General makes a determination that the protest is clearly without merit or that award of the contract without delay is necessary to protect the substantial interests of the Commonwealth.

F. Procedures.

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

G. Settlement. The Department of Military and Veterans Affairs has the authority to settle and resolve bid protests.

H. Decision. The Contracting Officer shall promptly, but in no event later than 60 days from the filing of the protest, issue a written decision. The decision shall:

1. State the reasons for the decision.
2. If the protest is denied, inform the protesting party of its right to file an appeal in Commonwealth Court within 15 days of the mailing date of the decision.

3. If it is determined that the solicitation or award was contrary to law, enter an appropriate order under I. or J., below. The Department of Military and Veterans Affairs shall send a copy of the decision to the protesting party and any other person determined by the Department of Military and Veterans Affairs to be affected by the decision.

I. Remedy Before Execution of Contract. If, before execution of a contract, it is determined that a solicitation or proposed award of a contract was in violation of law, The Adjutant General of the 75 Department of Military and Veterans Affairs may do one of the following:

1. Cancel the solicitation;
2. Change the solicitation to comply with law;
3. Reject all bids or proposals or those parts of the bids or proposals which were affected by the violation; or
4. Change or cancel the award to comply with law.

J. Remedies After Execution of Contract. If, after the execution of a contract, it is determined that a solicitation or award of a contract was in violation of law:

1. If the contractor did not act fraudulently or in bad faith, the contract may be:
 - a. Ratified and affirmed provided it is determined by the Department of Military and Veterans Affairs that doing so is in the best interest of the Commonwealth.
 - b. Modified to comply with the law with the consent of all parties.
 - c. Cancelled and the contractor shall be compensated for the actual expenses reasonably incurred under the contract prior to termination. Such compensation shall not include loss of anticipated profit, loss of use of money, or administrative or overhead costs.
2. If the contractor has acted fraudulently or in bad faith, the contract may be:
 - a. Declared void.
 - b. Modified to comply with law with the consent of all parties.
 - c. Ratified and affirmed, provided it is determined by the Department of Military and Veterans Affairs, if that action is in the best interests of the Commonwealth and without prejudice to the right of the agency to damages, as may be appropriate

ATTACHMENT 1

Commonwealth of PA Preferred Lodging Guide-10/1/16-12/31/17

The hotels listed in this guide have agreed upon terms and conditions, including rates, of a preferred hotel program through the Commonwealth's contracted travel agency (ADTRAV) in conjunction with the Commonwealth Travel Operations (COTO). Terms and rates listed herein are only applicable to reservations booked through ADTRAV. Questions regarding applicability and participation in the program should be sent to ra-coto@pa.g

Hotel	Address	City	Zip Code	County	Internet Included With	Breakfast Included With Preferred	Parking	2017 Rate	Cancellation
Staybridge Suites Allentown	1787A Airport Road	Allentown	18109	Lehigh	Wireless / Ethernet	Full American	Self Parking	\$98.00	6:00 PM
Holiday Inn Express Allentown	5630 W Tilghman St	Allentown	18104	Lehigh	Wireless / Ethernet	Full American	Self Parking	\$96.00	4:00 PM
Holiday Inn Allentown Center City	904 West Hamilton Street	Allentown	18101	Lehigh	Wireless		Self Parking \$8.00/Day	\$98.00	6:00 PM
Days Inn Altoona	458 Sabbath Rest Road	Altoona	16602	Blair	Wireless / Ethernet	Full American	Self Parking	\$89.00	6:00 PM
Mainstay Suites Barnesville	1252 Morea Rd.	Barnesville	17948	Schuylkill	Wireless	Full American	Self Parking	10/1/16 - 12/31/16 \$83.00 1/1/17 - 12/31/17 \$87.00	4:00 PM
Park Inn Beaver Falls	7195 Eastwood Road	Beaver Falls	15010	Beaver	Wireless	Full American	Self Parking	\$91.00	4:00 PM
Holiday Inn Express Belle Vernon	181 Finley Rd	Belle Vernon	15012	Westmoreland	Wireless / Ethernet	Full American	Self Parking	\$91.00	6:00 PM
Best Western Lehigh Valley Bethlehem	300 Gateway Drive	Bethlehem	18017	Northampton	Wireless	Full American	Self Parking	\$89.00	6:00 PM
Comfort Suites Bloomsburg	120 Plaza Drive	Bloomsburg	17815	Columbia	Wireless	Full American	Self Parking	\$89.00	4:00 PM
Holiday Inn Express Bloomsburg	14 Mitchell Drive	Bloomsburg	17815	Columbia	Wireless / Ethernet	Full American	Self Parking	\$91.00	6:00 PM
Best Western Plus Bradford	100 Davis Street	Bradford	16701	McKean	Wireless	Buffet	Self Parking	\$89.00	6:00 PM
Holiday Inn Express Bradford	30 Tarport Drive Extension	Bradford	16701	McKean	Wireless / Ethernet	Full American	Self Parking	\$91.00	6:00 PM
Holiday Inn Express Breezewood	16503 Lincoln Highway	Breezewood	15533	Bedford	Wireless / Ethernet	Full American	Self Parking	\$91.00	6:00 PM
Holiday Inn Express Bridgeville	3053 Washington Pike	Bridgeville	15017	Allegheny	Wireless / Ethernet	Full American	Self Parking	\$109.00	6:00 PM
Quality Inn Burnham	13015 Ferguson Valley Road	Burnham	17009	Mifflin	Wireless		Self Parking	\$91.00	6:00 PM
Holiday Inn Express Butler	203 N. Duffy Road	Butler	16001	Butler	Wireless / Ethernet	Full American	Self Parking	\$91.00	4:00 PM
Radisson Harrisburg Camp Hill	1150 Camp Hill Bypass	Camp Hill	17011	Cumberland	Wireless	Buffet	Self Parking	\$92.00	4:00 PM
Comfort Suites Carlisle	10 South Hanover Street	Carlisle	17013	Cumberland	Wireless	Full American	Self Parking \$4.00/Day	\$89.00	4:00 PM
Country Inn Carlisle	1529 Commerce Avenue	Carlisle	17015	Cumberland	Wireless / Ethernet	Buffet	Self Parking	\$90.00	6:00 PM

Candlewood Suites Chambersburg	231 Walker Road	Chambersburg	17201	Franklin	Wireless / Ethernet		Self Parking	\$89.00	4:00 PM
Holiday Inn Express Clarion	325 Perkins Road	Clarion	16214	Clarion	Wireless / Ethernet	Full American	Self Parking	\$89.00	6:00 PM
Hampton Inn Clarion	4 Hospital Dr	Clarion	16214	Clarion	Wireless / Ethernet	Buffet	Self Parking	\$90.00	6:00 PM
Ramada Scranton Clarks Summit	820 Northern Blvd	Clarks Summit	18411	Lackawanna	Wireless	Continental	Self Parking	\$75.00	6:00 PM
Holiday Inn Express Clearfield	1625 Industrial Park Road	Clearfield	16830	Clearfield	Wireless / Ethernet	Full American	Self Parking	\$80.00	6:00 PM
Courtyard Coatsville	600 Manor Rd	Coatesville	19320	Chester	Wireless / Ethernet	Continental	Self Parking	\$123.00	6:00 PM
Best Western Concordville	675 Conchester Way	Concordville	19331	Delaware	Wireless / Ethernet	Full American	Self Parking	\$109.00	6:00 PM
Holiday Inn Exp Cranberry	20003 Route 19	Cranberry Township	16066	Butler	Wireless	Full American	Self Parking	\$89.00	6:00 PM
Best Western Danville	79 Old Valley School Rd	Danville	17821	Montour	Wireless / Ethernet	Continental	Self Parking	\$89.00	6:00 PM
Pine Barn Inn Danville	One Pine Barn Place	Danville	17821	Montour	Wireless		Self Parking	\$85.00	6:00 PM
Holiday Inn Express Dubois	1690 Rich Hwy	Dubois	15801	Clearfield	Wireless / Ethernet	Full American	Self Parking	\$89.00	6:00 PM
Comfort Inn Duncansville	Old US 220 130 Patchway Rd	Duncansville	16635	Blair	Wireless	Full American	Self Parking	\$89.00	4:00 PM
Quality Inn Dunmore	1226 O'Neill Hwy	Dunmore	18512	Lackawanna	Wireless	Full American	Self Parking	10/1/16 - 4/30/17 \$64.00 5/1/17 - 8/31/17 \$69.00 9/1/17 - 12/31/17 \$64.00	6:00 PM
Grand Eastonian Suites Hotel Easton	140 North Hampton Street	Easton	18042	Northampton	Wireless / Ethernet	Continental	Self Parking	\$96.00	6:00 PM
Comfort Suites Edinboro	1007 Market Place Drive	Edinboro	16412	Erie	Wireless	Full American	Self Parking	\$89.00	4:00 PM
Holiday Inn Express Elizabethtown	147 Merts Drive	Elizabethtown	17022	Lancaster	Wireless / Ethernet	Full American	Self Parking	\$84.00	6:00 PM
Springhill Suites Erie	2087 Interchange Road	Erie	16509	Erie	Wireless / Ethernet	Buffet	Self Parking	\$97.00	6:00 PM
Towneplace Suites Erie	2090 Interchange Road	Erie	16565	Erie	Wireless / Ethernet	Buffet	Self Parking	\$96.00	6:00 PM
Wingate Erie	8060 Old Oliver Road	Erie	16509	Erie	Wireless / Ethernet	Buffet	Self Parking	\$95.00	6:00 PM
Baymont Erie	8170 Perry Highway	Erie	16509	Erie	Wireless	Continental	Self Parking	\$93.00	4:00 PM
Hampton Inn Exton	4 N Pottstown Pike	Exton	19341	Chester	Wireless / Ethernet	Buffet	Self Parking	\$119.00	6:00 PM
Quality Inn Conference Center Franklin	1411 Liberty Street	Franklin	16323	Venango	Wireless	Full American	Self Parking	\$91.00	4:00 PM
Holiday Inn Express Frazer	1 Morehall Road	Frazer	19355	Chester	Wireless / Ethernet	Full American	Self Parking	\$124.00	6:00 PM
Wyndham Gettysburg	95 Presidential Circle	Gettysburg	17325	Adams	Wireless / Ethernet		Self Parking	10/1/16 - 10/31/16 \$103.00 11/1/16 - 3/31/17 \$90.00 4/1/17 - 10/31/17 \$103.00	4:00 PM

Holiday Inn Grantville	604 Station Road	Grantville	17028	Dauphin	Wireless		Self Parking	\$91.00	6:00 PM
Mainstay Suites Grantville	105 Kelley Court	Grantville	17028	Dauphin	Wireless / Ethernet	Buffet	Self Parking	10/1/16 - 5/31/17 \$77.00 6/1/17 - 8/31/17 \$110.00 9/1/17 - 12/31/17 \$77.00	6:00 PM
Holiday Inn Express Greensburg	137 Blair Street	Greensburg	15601	Westmoreland	Wireless / Ethernet	Full American	Self Parking	\$91.00	4:00 PM
Ramada Conference Center Greensburg	100 Ramada Inn Dr	Greensburg	15601	Westmoreland	Wireless / Ethernet	Full American	Self Parking	\$85.00	6:00 PM
Best Western Grove City	1924 Leesburg G C Road	Grove City	16127	Mercer	Wireless	Buffet	Self Parking	\$89.00	6:00 PM
Holiday Inn Express Harmarville	10 Landings Drive	Harmarville	15238	Allegheny	Wireless / Ethernet	Full American	Self Parking	\$127.00	6:00 PM
Staybridge Suites Harrisburg	920 Wildwood Park Drive	Harrisburg	17110	Dauphin	Wireless / Ethernet	Full American	Self Parking	10/1/16 - 12/31/16 \$96.00 1/1/17 - 5/31/17 \$102.00 6/1/17 - 8/31/17 \$109.00 9/1/17 - 12/31/17 \$102.00	4:00 PM
Hilton Harrisburg	1 North Second Street	Harrisburg	17101	Dauphin	Not Included		Self Parking \$10.00/Day	NLRA \$110.00	24 hrs
Springhill Suites Hershey Harrisburg	15 Capital Drive	Harrisburg	17110	Dauphin	Wireless / Ethernet	Buffet	Self Parking	10/1/16 - 5/31/17 \$105.00 6/1/17 - 8/31/17 \$109.00 9/1/17 - 12/31/17 \$105.00	6:00 PM
Crowne Plaza Harrisburg	23 South Second Street	Harrisburg	17101	Dauphin	Wireless / Ethernet		Self Parking \$10.00/Day	\$99.00	6:00 PM
Holiday Inn Express Harrisburg	4021 Union Deposit Road	Harrisburg	17109	Dauphin	Wireless	Full American	Self Parking	\$94.00	6:00 PM
Sheraton Harrisburg	4650 Lindle Rd	Harrisburg	17111	Dauphin	Wireless	Buffet	Self Parking	\$106.00	6:00 PM
Hampton Inn East Harrisburg	4230 Union Deposit Road	Harrisburg	17111	Dauphin	Wireless / Ethernet	Buffet	Self Parking	\$103.00	6:00 PM
Hampton Inn & Suites by Hilton Harrisburg North Harrisburg	30 Capital Drive	Harrisburg	17110	Dauphin	Wireless / Ethernet	Buffet	Self Parking	10/1/16 - 5/31/17 \$105.00 6/1/17 - 8/31/17 \$109.00 9/1/17 - 12/31/17 \$105.00	6:00 PM
Towneplace Suites Harrisburg	450 Friendship Road	Harrisburg	17111	Dauphin	Wireless / Ethernet	Continental	Self Parking	\$96.00	6:00 PM
Best Western Premier The Central Hotel Harrisburg	800 East Park Drive	Harrisburg	17111	Dauphin	Wireless	Buffet	Self Parking	\$104.00	6:00 PM
Candlewood Suites Harrisburg	504 North Mountain Rd	Harrisburg	17112	Dauphin	Wireless		Self Parking	10/1/16 - 3/31/17 \$69.00 4/1/17 - 5/31/17 \$82.00 6/1/17 - 9/30/17 \$109.00 10/1/17 - 12/31/17 \$69.00	6:00 PM
Candlewood Suites Hazleton	9 Bowmans Mill Road	Hazleton	18202	Luzerne	Wireless / Ethernet		Self Parking	\$81.00	6:00 PM
Days Inn Hershey	350 W Chocolate Avenue	Hershey	17033	Dauphin	Wireless / Ethernet	Continental	Self Parking	\$79.00	6:00 PM
Comfort Inn at the Park Hummelstown	1200 Mae St	Hummelstown	17036	Dauphin	Wireless	Full American	Self Parking	10/1/16 - 6/15/17 \$63.00 6/16/17 - 9/3/17 \$110.00 9/4/17 - 12/31/17 \$63.00	4:00 PM
Comfort Suites Hummelstown	320 Milroy Road	Hummelstown	17036	Dauphin	Wireless	Full American	Self Parking	\$106.00	4:00 PM
Fairfield Inn Huntingdon	9970 Shaner Boulevard	Huntingdon	16652	Huntingdon	Wireless / Ethernet	Buffet	Self Parking	\$83.00	6:00 PM

Park Inn Indiana	1395 Wayne Avenue	Indiana	15701	Indiana	Wireless / Ethernet		Self Parking	\$91.00	6:00 PM
Holiday Inn Downtown Johnstown	250 Market Street	Johnstown	15901	Cambria	Wireless / Ethernet		Self Parking \$5.00/Day	\$91.00	6:00 PM
Holiday Inn Express & Suites Johnstown	1440 Scalp Avenue	Johnstown	15904	Cambria	Wireless / Ethernet	Full American	Self Parking \$3.00/Day	\$91.00	6:00 PM
Days Inn Lebanon Fort Indiantown Gap Jonestown	3 Everest Lane	Jonestown	17038	Lebanon	Wireless / Ethernet	Continental	Self Parking	10/1/16 - 12/31/16 \$55.00 1/1/17 - 5/31/17 \$65.00 6/1/17 - 10/15/17 \$75.00 10/16/17 - 12/31/17 \$55.00	6:00 PM
Best Western King of Prussia	127 South Gulp Road	King of Prussia	19406	Montgomery	Wireless / Ethernet	Buffet	Self Parking	\$124.00	6:00 PM
Radisson Valley Forge King of Prussia	1160 First Avenue	King of Prussia	19406	Montgomery	Wireless / Ethernet	Full American	Self Parking	\$124.00	6:00 PM
Doubletree Hotel King of Prussia	301 West Dekalb Pike	King of Prussia	19406	Montgomery	Wireless / Ethernet		Self Parking	\$126.00	4:00 PM
Holiday Inn Express Kittanning	13 Hilltop Plaza	Kittanning	16201	Armstrong	Wireless	Full American	Self Parking	\$89.00	6:00 PM
Holiday Inn Lansdale Kulpville	1750 Sumneytown Pike	Kulpville	19443	Montgomery	Wireless / Ethernet		Self Parking	\$124.00	6:00 PM
Comfort Inn Pocono Lake Ariel	117 Twin Rocks Road	Lake Ariel	18436	Wayne	Wireless	Full American	Self Parking	\$89.00	4:00 PM
Hotel Lancaster	26 East Chestnut Street	Lancaster	17602	Lancaster	Wireless	Continental	Self Parking Duke St.	\$94.00	4:00 PM
Lancaster Arts Hotel Lancaster	300 Harrisburg Avenue	Lancaster	17603	Lancaster	Wireless / Ethernet	Continental	Self Parking	\$109.00	4:00 PM
Sheraton Bucks County Langhorne	400 Oxford Valley Rd	Langhorne	19047	Bucks	Wireless		Self Parking	\$101.00	6:00 PM
Country Inn Lehighton	1619 Interchange Road Rt 209	Lehighton	18235	Carbon	Wireless / Ethernet	Buffet	Self Parking	\$91.00	4:00 PM
Country Inn Lewisburg	134 Walter Drive	Lewisburg	17837	Union	Wireless / Ethernet	Buffet	Self Parking	\$91.00	6:00 PM
Ramada Historic Ligonier	216 West Loyalhanna Street	Ligonier	15658	Westmoreland	Wireless / Ethernet	Buffet	Self Parking	\$90.00	4:00 PM
Fairfield Inn Lock Haven	50 Spring St	Lock Haven	17745	Clinton	Wireless / Ethernet	Continental	Self Parking	\$91.00	4:00 PM
Comfort Inn Mansfield	300 Gateway Drive	Mansfield	16933	Tioga	Wireless	Full American	Self Parking	\$89.00	4:00 PM
Comfort Inn Cranberry Township Mars	924 Sheraton Dr	Mars	16046	Allegheny	Wireless / Ethernet	Full American	Self Parking	\$89.00	4:00 PM
Best Western Hunts Landing Matamoras	120 Routes 6 And 209	Matamoras	18336	Pike	Wireless	Full American	Self Parking	10/1/16 - 4/30/17 \$86.00 5/1/17 - 9/30/17 \$88.00 10/1/17 - 12/31/17 \$86.00	6:00 PM
Hampton Inn Meadville	11446 Dawn Drive	Meadville	16335	Crawford	Wireless / Ethernet	Continental	Self Parking	\$91.00	6:00 PM
Holiday Inn Express Meadville	18240 Conneaut Lake Road	Meadville	16316	Crawford	Wireless	Full American	Self Parking	\$91.00	4:00 PM
Comfort Inn Mechanicsburg	1012 Wesley Drive	Mechanicsburg	17055	Cumberland	Wireless	Buffet	Self Parking	\$85.00	6:00 PM

Park Inn Harrisburg West Mechanicsburg	5401 Carlisle Pike	Mechanicsburg	17050	Cumberland	Wireless / Ethernet	Buffet	Self Parking	\$79.00	6:00 PM
Holiday Inn Express Harrisburg SW Mechanicsburg	6325 Carlisle Pike US 11	Mechanicsburg	17050	Cumberland	Wireless	Full American	Self Parking	\$89.00	6:00 PM
Holiday Inn Express & Suites Harrisburg - W Mechanicsburg	2055 Technology Parkway	Mechanicsburg	17050	Cumberland	Wireless / Ethernet	Full American	Self Parking	\$89.00	6:00 PM
Holiday Inn Express Grove City	21 Holiday Blvd	Mercer	16137	Mercer	Wireless / Ethernet	Full American	Self Parking	\$91.00	6:00 PM
Best Western Nittany Inn Milroy	5 Commerce Drive	Milroy	17063	Miffland	Wireless / Ethernet	Continental	Self Parking	\$89.00	6:00 PM
Hampton Inn Monroeville	3000 Mosside Blvd	Monroeville	15146	Allegheny	Wireless / Ethernet	Buffet	Self Parking	\$128.00	6:00 PM
Springhill Suites Scranton Moosic	19 Radcliffe Drive	Moosic	18507	Lackawanna	Wireless / Ethernet	Continental	Self Parking	\$92.00	6:00 PM
Holiday Inn Morgantown	6170 Morgantown Road	Morgantown	19543	Berks	Wireless	Buffet	Self Parking	\$91.00	6:00 PM
Holiday Inn Express Mount Pleasant	250 Bessemer Road Sr 819	Mount Pleasant	15666	Westmoreland	Wireless / Ethernet	Full American	Self Parking	\$89.00	6:00 PM
Holiday Inn Express New Cumberland	184 Beacon Hill Boulevard	New Cumberland	17070	Cumberland	Wireless / Ethernet	Full American	Self Parking	\$91.00	6:00 PM
Comfort Inn New Stanton	106 Bair Blvd	New Stanton	15672	Westmoreland	Wireless	Full American	Self Parking	\$91.00	6:00 PM
Holiday Inn Express Irwin	8400 Route 30	North Huntingdon	15642	Westmoreland	Wireless / Ethernet	Full American	Self Parking	\$89.00	6:00 PM
Courtyard City Avenue Marriott	4100 Presidential Blvd	Philadelphia	19131	Philadelphia	Wireless / Ethernet	Full American	Self Parking	10/1/16 - 11/30/16 \$174.00 12/1/16 - 2/28/17 \$144.00 3/1/17 - 3/31/17 \$151.00 4/1/17 - 6/30/17 \$168.00 7/1/17 - 8/31/17 \$152.00 9/1/17 - 12/31/17 \$174.00	6:00 PM
Loews Philadelphia	1200 Market St	Philadelphia	19107	Philadelphia	Wireless / Ethernet		Valet \$24.00/Day	10/1/16 - 11/30/16 \$182.00 12/1/16 - 3/31/17 \$150.00 4/1/17 - 6/30/17 \$187.00 7/1/17 - 8/31/17 \$151.00	4:00 PM
Holiday Inn Express Philadelphia	100 N Chris Columbus Blvd	Philadelphia	19106	Philadelphia	Wireless / Ethernet	Full American	Self Parking \$30.00/Day	10/1/16 - 3/31/17 \$131.00 4/1/17 - 6/30/17 \$148.00 7/1/17 - 8/31/17 \$132.00 9/1/17 - 11/30/17 \$163.00 12/1/17 - 12/31/17	6:00 PM
Home2 Suites Philadelphia	1200 Arch Street	Philadelphia	19107	Philadelphia	Wireless / Ethernet	Continental	Self Parking \$37.00/Day	10/1/16 - 11/30/16 \$181.00 12/1/16 - 3/31/17 \$149.00 4/1/17 - 6/30/17 \$186.00 7/1/17 - 8/31/17 \$150.00	6:00 PM
Hyatt Bellevue Philadelphia	200 South Broad Street	Philadelphia	19102	Philadelphia	Wireless / Ethernet		Self Parking \$40.00/Day	10/1/16 - 11/30/16 \$183.00 12/1/16 - 3/31/17 \$151.00 4/1/17 - 6/30/17 \$188.00 7/1/17 - 8/31/17 \$152.00	4:00 PM
Four Points Philadelphia	9461 Roosevelt Blvd	Philadelphia	19114	Philadelphia	Wireless / Ethernet	Buffet	Self Parking	\$110.00	6:00 PM

Sheraton University City Philadelphia	3549 Chestnut Street	Philadelphia	19104	Philadelphia	Wireless / Ethernet		Self Parking \$18.00/Day	10/1/16 - 11/30/16 \$183.00 12/1/16 - 3/31/17 \$151.00 4/1/17 - 6/30/17 \$188.00 7/1/17 - 8/31/17 \$152.00	6:00 PM
Hilton Penns Landing Philadelphia	201 S Christopher Columbus Blvd	Philadelphia	19106	Philadelphia	Wireless		Self Parking \$28.80/Day	10/1/16 - 11/30/16 \$181.00 12/1/16 - 3/31/17 \$148.00 4/1/17 - 6/30/17 \$186.00 7/1/17 - 8/31/17 \$150.00	4:00 PM
Sheraton Suites Philadelphia Airport	4101B Island Avenue	Philadelphia	19153	Philadelphia	Wireless / Ethernet	Buffet	Self Parking \$8.00/Day	\$149.00	4:00 PM
Cambria Suites Consol Center Pittsburg	1320 Centre Avenue	Pittsburgh	15219	Allegheny	Wireless		Self Parking \$18.00/Day	\$125.00	4:00 PM
Crowne Plaza West Greentree Pittsburgh	401 Holiday Drive	Pittsburgh	15220	Allegheny	Wireless		Self Parking	\$119.00	4:00 PM
Omni William Penn Hotel Pittsburgh	530 William Penn Place	Pittsburgh	15219	Allegheny	Wireless		Self Parking \$19.00/Day	\$129.00	4:00 PM
Wyndham Grand Downtown Pittsburgh	600 Commonwealth Place	Pittsburgh	15222	Allegheny	Wireless / Ethernet		Self Parking \$30.00/Day	\$126.00	6:00 PM
Comfort Inn Pittsburgh	180 Gamma Drive	Pittsburgh	15238	Allegheny	Wireless	Full American	Self Parking	\$120.00	6:00 PM
Sheraton Station Square Pittsburgh	300 West Station Square Drive	Pittsburgh	15219	Allegheny	Wireless		Self Parking \$25.00/Day	\$129.00	6:00 PM
Hyatt Place Airport Pittsburgh	6011 Campbells Run Road	Pittsburgh	15205	Allegheny	Wireless	Buffet	Self Parking	\$127.00	4:00 PM
Holiday Inn Express Pittsburgh	20 South Tenth Street	Pittsburgh	15203	Allegheny	Wireless / Ethernet	Full American	Self Parking \$14.00/Day	\$129.00	4:00 PM
Hampton Inn Pittsburgh	4575 Mcknight Road	Pittsburgh	15237	Allegheny	Wireless / Ethernet	Full American	Self Parking	\$119.00	6:00 PM
Hampton Inn University Center Pittsburgh	3315 Hamlet Street	Pittsburgh	15213	Allegheny	Wireless / Ethernet	Buffet	Self Parking	\$128.00	6:00 PM
Crowne Plaza South Pittsburgh	164 Fort Couch Road	Pittsburgh	15241	Allegheny	Wireless	Full American	Self Parking	\$127.00	6:00 PM
Wyndham University Pittsburgh	100 Lytton Avenue	Pittsburgh	15213	Allegheny	Wireless / Ethernet	Continental	Self Parking	\$126.00	4:00 PM
Holiday Inn Express North Shore Pittsburgh	228 Federal Street	Pittsburgh	15212	Allegheny	Wireless / Ethernet	Full American	Self Parking \$21.00/Day	\$127.00	6:00 PM
Holiday Inn Express Pittston	30 Concorde Drive	Pittston	18641	Luzerne	Wireless	Full American	Self Parking	\$91.00	6:00 PM
Doubletree Hotel Plymouth Meeting	640 Fountain Road	Plymouth Meeting	19462	Montgomery	Wireless / Ethernet	Buffet	Self Parking	\$124.00	4:00 PM
Comfort Inn Pottstown	99 Robinson Street	Pottstown	19464	Montgomery	Wireless	Full American	Self Parking	10/1/16 - 2/26/17 \$89.00 2/27/17 - 3/31/17 \$94.00 4/1/17 - 5/25/17 \$104.00 5/26/17 - 9/3/17 \$124.00 9/4/17 - 12/31/17 \$89.00	6:00 PM
Country Inn Frackville Pottsville	100 Keystone Boulevard East	Pottsville	17901	Schuylkill	Wireless / Ethernet	Buffet	Self Parking	\$91.00	6:00 PM
Cobblestone Hotel & Stes Punxsutawney	188 Alliance Dr	Punxsutawney	15767	Jefferson	Wireless / Ethernet	Buffet	Self Parking	\$89.00	6:00 PM

Holiday Inn Express Reading	2389 Bernville Road	Reading	19605	Berks	Wireless / Ethernet	Full American	Self Parking	\$99.00	6:00 PM
Staybridge Suites Royersford	88 Anchor Parkway	Royersford	19468	Montgomery	Wireless / Ethernet	Buffet	Self Parking	\$125.00	6:00 PM
Candlewood Suites Sayre	2775 Elmira Street	Sayre	18840	Bradford	Wireless / Ethernet		Self Parking	\$75.00	6:00 PM
Fairfield Inn Scranton Dickson City	949 Viewmont Drive	Scranton	18519	Lackawanna	Wireless		Self Parking	\$84.00	6:00 PM
Hilton Scranton	100 Adams Avenue	Scranton	18503	Lackawanna	Wireless / Ethernet	Continental	Self Parking \$9.95/Day	\$92.00	4:00 PM
Four Points Scranton	300 Meadow Ave	Scranton	18505	Lackawanna	Wireless	Full American	Self Parking	\$82.00	4:00 PM
Radisson Scranton	700 Lackawanna Ave	Scranton	18503	Lackawanna	Wireless		Self Parking	\$92.00	6:00 PM
Comfort Inn Selinsgrove	613 N Susquehanna Trail	Selinsgrove	17870	Snyder	Wireless	Full American	Self Parking	\$81.00	4:00 PM
Holiday Inn Express Shippensburg	120 Walnut Bottom Road	Shippensburg	17257	Cumberland	Wireless	Full American	Self Parking	\$89.00	4:00 PM
Comfort Inn Somerset	202 Harmon Street	Somerset	15501	Somerset	Wireless	Full American	Self Parking	\$89.00	4:00 PM
Best Western Executive Inn Saint Marys	1002 Earth Road	St Marys	15857	Elk	Wireless	Continental	Self Parking	\$90.00	6:00 PM
Ramada State College	1450 South Atherton	State College	16801	Centre	Wireless	Buffet	Self Parking	\$87.00	4:00 PM
The Atherton Hotel State College	125 South Atherton Street	State College	16801	Centre	Wireless		Self Parking	\$78.00	4:00 PM
Days Inn State College	240 South Pugh Street	State College	16801	Centre	Wireless / Ethernet		Self Parking	\$96.00	4:00 PM
Best Western Plus University State College	115 Premiere Drive	State College	16801	Centre	Wireless / Ethernet	Buffet	Self Parking	\$85.00	6:00 PM
Toftrees Resort & Conf Center State College	One Country Club Ln	State College	16801	Centre	Wireless / Ethernet		Self Parking	\$79.00	4:00 PM
Hilton Garden Inn State College	1221 East College Avenue	State College	16801	Centre	Wireless / Ethernet		Self Parking	\$98.00	4:00 PM
Penn Stater Conference Center State	215 Innovation Blvd	State College	16803	Centre	Wireless		Self Parking	\$96.00	4:00 PM
Holiday Inn Express Stroudsburg	1863 West Main St.	Stroudsburg	18360	Monroe	Wireless / Ethernet	Full American	Self Parking	\$89.00	6:00 PM
Springhill Suites Tarentum	3015 Pittsburgh Mills Blvd	Tarentum	15084	Allegheny	Wireless / Ethernet	Continental	Self Parking	\$129.00	6:00 PM
Fairfield Inn Towanda	1248 Golden Mile Road	Towanda	18848	Bradford	Wireless / Ethernet	Continental	Self Parking	\$90.00	6:00 PM
Radisson Hotel	2400 Old Lincoln Hwy	Treose	19053	Bucks	Wireless	Buffet	Self Parking	\$100.00	6:00 PM
Comfort Inn Tunkhannock	5 North Eaton Road	Tunkhannock	18657	Wyoming	Wireless	Full American	Self Parking	\$89.00	4:00 PM
Fairfield Inn Uniontown	283 McClelland Town Road	Uniontown	15401	Fayette	Wireless	Buffet	Self Parking	\$89.00	6:00 PM
Holiday Inn Express Uniontown	305 Mary Higginson Lane	Uniontown	15401	Fayette	Wireless / Ethernet	Full American	Self Parking	\$89.00	6:00 PM

Holiday Inn Express Warminster	240 Veterans Way	Warminster	18974	Bucks	Wireless / Ethernet	Full American	Self Parking	\$101.00	6:00 PM
Country Inn Washington	245 Meadowlands Blvd	Washington	15301	Washington	Wireless / Ethernet	Buffet	Self Parking	\$89.00	4:00 PM
Comfort Inn Waynesburg	100 Comfort Lane	Waynesburg	15370	Greene	Wireless	Full American	Self Parking	\$75.00	6:00 PM
Park Inn West Middlesex	3377 New Castle Rd	West Middlesex	16159	Mercer	Wireless		Self Parking	\$89.00	6:00 PM
Fairfield Inn Wilkes Barre	884 Kidder Street	Wilkes Barre	18702	Luzerne	Wireless / Ethernet		Self Parking	\$90.00	6:00 PM
The Woodlands Inn & Resort Wilkes	1073 Highway 315	Wilkes Barre	18702	Luzerne	Wireless	Buffet	Self Parking	\$89.00	4:00 PM
Courtyard Wilkes Barre	879 Schechter Drive	Wilkes Barre	18702	Luzerne	Wireless		Self Parking	\$90.00	6:00 PM
Holiday Inn Wilkes Barre	600 Wildflower Dr	Wilkes Barre	18702	Luzerne	Wireless	Full American	Self Parking	\$89.00	6:00 PM
Towneplace Suites Williamsport	10 West Church Street	Williamsport	17701	Lycoming	Wireless / Ethernet	Buffet	Self Parking	\$90.00	6:00 PM
Genetti Hotel & Conference Center Williamsport	200 W 4th St	Williamsport	17701	Lycoming	Wireless	Buffet	Self Parking	\$83.00	6:00 PM
Holiday Inn Williamsport	100 Pine Street	Williamsport	17701	Lycoming	Wireless / Ethernet		Self Parking	\$89.00	4:00 PM
Fairfield Inn & Suites Philadelphia Willow Grove	2440 Maryland Road	Willow Grove	19090	Montgomery	Wireless	Continental	Self Parking	\$126.00	6:00 PM
Holiday Inn Express Wyomissing	405 North Park Road	Wyomissing	19610	Berks	Wireless	Buffet	Self Parking	\$100.00	6:00 PM
Holiday Inn Express & Suites York NE - Market Street York	18 Cinema Drive	York	17402	York	Wireless / Ethernet	Full American	Self Parking	\$91.00	4:00 PM

ATTACHMENT 2

SAMPLE-DMVA TRAINING MENU 2017

Breakfast

Thursday

French Toast
Syrup (Sugar Free Substitute as well)
Individual Oatmeal Cereal
Bacon
Toast
Fresh Cut Fruit
Regular & Decaf Coffee
Hot Tea
Assorted Bottled Juices

Wednesday

Scrambled Eggs
Sausage
Toast
Assorted Cereal & Pastries
Fresh Cut Fruit
Regular & Decaf Coffee
Hot Tea
Assorted Bottled Juices

Friday

Sausage, egg and cheese croissant
Toast
Assorted Cereal & Pastries
Fresh Cut Fruit
Regular & Decaf Coffee
Hot Tea
Assorted Bottled Juices

Lunch Menu

Express Soup and Salad Bar, and Sandwich Bar T, W, Th
Wild Greens
Romaine Lettuce
Choice of two Dressings
Assorted toppings including Grilled cubed Chicken, Tomatoes, Onions, Olives, Cucumber, Peppers, Shredded Cheese, and Croutons
Pasta Salad
Rolls and Butter
Chef choice Soup du Jour

Sandwich Bar

Choose Two Salads:

Fresh Green Salad with two Dressings T, W, Th

Pasta Salad Tuesday

Albacore Tuna Salad Thursday

Potato Salad Wed.

Sourdough and Whole Wheat Artesian Breads

Premade assorted

Roast Beef, Turkey, Ham, Salami, Pastrami

And Vegetarian Wraps and Sandwiches

On a variety of Artisan Breads

Cheddar, Pepper Jack and Swiss Cheeses

Fresh Brewed Beverages Included

Friday

Box Lunch is piece of fruit, bottle of water, cookie, and choice of ham and cheese on wheat bread, turkey and cheese on wheat bread, or a veggie wrap (includes zucchini, yellow squash, baby spinach, julienne carrots, and parmesan cheese)

Dinner Buffet Menu

All Meals served with salad choices, choice of entrée(s), accompaniment choices, bread and butter, and coffee service.

Salad Selections – Choice of two

Fresh Greens with Tomatoes, Red Onions, Cucumbers, Croutons, and Choice of Dressing **T, W, Th**

Fresh Romaine with Parmesan Cheese, Croutons, and Peppercorn Caesar Dressing **T, W, Th**

Entrée Selections: Choice of One Protein plus One Vegetarian Option

Italian Chicken Tuesday

Roasted Chicken with Fontina Cheese, Prosciutto Ham, and Pesto Cream or Puttanesca Sauce

Turkey Tenderloin Wednesday

Roasted Turkey Tenderloin with Caramelized Pears, Hazelnuts and Natural Jus

London Broil Thursday

Grilled Sliced Flank Steak with a Mushroom Demi Glace. Served Medium

Eggplant Parmesan Tuesday

Portabello Napoleon Thursday

Pasta Primavera Wednesday

Accompaniments (please select two)

- Parsley Baby Red Potatoes **Tuesday**

- Roasted Yukon Gold Potatoes **Thursday**
- Au Gratin Potatoes **Wednesday**
- Wild Rice Pilaf **Wednesday**
- Mediterranean Orzo **Tuesday**
- Green Beans with Almonds **Thursday**