



ADDENDUM FORM

Date:	12/28/2016
Subject:	Rented Equipment ITQ
Solicitation Number:	3516T01
Due Date/Time:	2/1/2017 / 12:00 PM
Addendum Number:	1

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation "Addendum" as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals), including but not limited to questions and answers, which are considered a material part of the solicitation.

Please see the following update:

Addendum 1 does the following:

1. Removes Material Number 303628, SNOWPLOW,V-TYPE,MOUNTED,B47,W OP from the Equipment List. This material number is not necessary since it is the truck type that is used to determine qualified bidders.
2. The Equipment List has been modified to reflect the removal of Material Number 303628 and the updated Equipment Rental List - Revised 12-27-16 has been posted to the DGS ITQ website.
- 3.
- 4.

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous Addendum(s), remain as originally written.

Regards,

Michael Mortimer
ITQ Administrator
Department of Transportation
400 North Street
Harrisburg, PA 17120
717.857.3220

**ADDENDUM FORM**

Date:	01/19/2017
Subject:	Rented Equipment ITQ
Solicitation Number:	3516T01
Due Date/Time:	3/1/2017 12:00 PM
Addendum Number:	2

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation "Addendum" as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals), including but not limited to questions and answers, which are considered a material part of the solicitation.

Please see the following update:

Addendum 2 does the following:

1. Changes the initial enrollment ending date, our Solicitation Due Date, and our Solicitation Opening Date from 2/1/2017 to 3/1/2017 to allow vendors additional time to complete the application process.
- 2.
- 3.
- 4.

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous Addendum(s), remain as originally written.

Regards,

Michael Mortimer
ITQ Administrator
Department of Transportation
400 North Street
Harrisburg, PA 17120
717 857 3220



ADDENDUM FORM

Date:	02/28/2017
Subject:	Rented Equipment ITQ
Solicitation Number:	3516T01
Due Date/Time:	3/22/2017 12:00 PM
Addendum Number:	3

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation "Addendum" as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals), including but not limited to questions and answers, which are considered a material part of the solicitation.

Please see the following update:

Addendum 3 does the following:

1. Changes the initial enrollment ending date, our Solicitation Due Date, and our Solicitation Opening Date from 3/1/2017 to 3/22/2017 to allow vendors additional time to complete the application process.
2. Changes the open enrollment beginning date from 4/3/2017 to 5/1/2017 in lieu of extending the initial enrollment date.
3. Removes the enumerated instructions in the body of the advertisement and also removes the "See below under "related solicitation files" for additional instructions for submitting your proposal" and instead refers to the attached 'How to Submit an REITQ Proposal.pdf' on how to complete the application process.
- 4.

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous Addendum(s), remain as originally written.

Regards,

Michael Mortimer
ITQ Administrator
Department of Transportation
400 North Street
Harrisburg, PA 17120
717 857 3220



ADDENDUM FORM

Date:	05/01/2017
Subject:	Rented Equipment ITQ
Solicitation Number:	3516T01
Due Date/Time:	June 30, 2027 12:00 PM
Addendum Number:	4

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation "Addendum" as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals), including but not limited to questions and answers, which are considered a material part of the solicitation.

Please see the following update:

Addendum 4 does the following:

1. Establishes the open enrollment process date beginning May 1, 2017. Open enrollment period will remain open until June 30, 2027.
2. Changes the Rented Equipment ITQ Administrator from Mike Mortimer to Steven Freitag.
- 3.
- 4.

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous Addendum(s), remain as originally written.

Regards,

Steven Freitag
REITQ Administrator
Department of Transportation
400 North Street
Harrisburg, PA 17120
717 857 3220



ADDENDUM FORM

Date:	08/31/2017
Subject:	Rented Equipment ITQ
Solicitation Number:	3516T01
Due Date/Time:	August 31, 2017 12:00 PM
Addendum Number:	5

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation "Addendum" as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals), including but not limited to questions and answers, which are considered a material part of the solicitation.

Please see the following update:

Addendum 5 does the following:

1. Adds Material Numbers 303546, PAVER, MAINTAINER, SELF-PROPELLED, C34 and 303746, TRUCK, PICK-UP, REG CAB, AWD, A36, W OP to the Equipment List. Material number 303546 was added to accommodate needs for this equipment without an operator. Material number 303746 was added for winter needs.
2. The updated Equipment Rental List - Revised 08-30-17 has been posted to the DGS ITQ website.
3. Changes the Rented Equipment ITQ Administrator from Steven Freitag to Steve Gargiulo

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous Addendum(s), remain as originally written.

Regards,

Steve Gargiulo
REITQ Administrator
Department of Transportation
400 North Street
Harrisburg, PA 17120
717.705.1363



ADDENDUM FORM

Date:	04/25/2018
Subject:	Rented Equipment ITQ
Solicitation Number:	3516T01
Due Date/Time:	April 25, 2018 12:00 PM
Addendum Number:	6

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation "Addendum" as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals), including but not limited to questions and answers, which are considered a material part of the solicitation.

Please see the following update:

Addendum 6 does the following:

1. Adds Material Numbers 303416 CUTTER,STUMP,ZG1; 303507 MACHINE,WELDING,PORTABLE,M62; and 303529 MOWER,TRACTOR,ROTARY,SELF-PROPELLED,D55.
2. Changes the description for material number 303559 from PUMP,CONCRETE, Z40 to PUMP,CONCRETE and changes the description for material number 303560 PUMP,CONCRETE,Z40,W OP to PUMP,CONCRETE,W OP.
3. Replaces material number 342899 TRENCHER, WITH OPERATOR with a new material number 355809 TRENCHER, WITH OPERATOR. The new material number 355809 has a unit of measure of HOUR instead of EACH.
4. The updated Equipment Rental List - Revised 04-25-18 has been posted to the DGS ITQ website.
5. Changes the Rented Equipment ITQ Administrator from Stephen Gargiulo to Charles Connahan.
6. The enclosed amended Nondiscrimination/Sexual Harassment Clause (May 2017) below supercedes and replaces the Nondiscrimination/Sexual Harassment Clause (Feb. 2015) found in Section IV.34 CONTRACT-027.1.

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous Addendum(s), remain as originally written.

Regards,

Charles Connahan
REITQ Administrator
Department of Transportation
400 North Street
Harrisburg, PA 17120
717.705.1363

Supersedes and replaces the Nondiscrimination/Sexual Harassment Clause (Feb. 2015) found in Section IV.34 CONTRACT-027.1

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts] (May 2017)

The Contractor agrees:

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

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.



ADDENDUM FORM

Date:	05/24/2018
Subject:	Rented Equipment ITQ
Solicitation Number:	3516T01
Due Date/Time:	5/24/2018 12:00 PM
Addendum Number:	7

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation "Addendum" as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals), including but not limited to questions and answers, which are considered a material part of the solicitation.

Please see the following update:

Addendum 7 does the following:

1. Changes the description for material number 303543 from PATCHER,POTHOLE,PREMIX,PORTABLE,C84,W OP to PATCHER,POTHOLE,PORTABLE,C84,W OP.
2. The updated Equipment Rental List - Revised 05-24-18 has been posted to the DGS ITQ website.
- 3.
- 4.

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous Addendum(s), remain as originally written.

Regards,

Charles Connahan
REITQ Administrator
Department of Transportation
400 North Street
Harrisburg, PA 17120
717.705.1363



ADDENDUM FORM

Date:	09/17/2018
Subject:	Rented Equipment ITQ
Solicitation Number:	3516T01
Due Date/Time:	
Addendum Number:	8

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation "Addendum" as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals), including but not limited to questions and answers, which are considered a material part of the solicitation.

Please see the following update:

Addendum 8 does the following:

1. Adds Material Number 303669 TRAILER,VACUUM,TOWED,MFL
2. The updated Equipment Rental List - Revised 09-17-18 has been posted to the DGS ITQ website.
3. The enclosed amended Nondiscrimination/Sexual Harassment Clause (August 2018) below supercedes and replaces the Nondiscrimination/Sexual Harassment Clause (May 2017) that was issued as Addendum #6.
4. The enclosed amended Enhanced Minimum Wage Provisions (July 2018) below supercedes and replaces the Enhanced Minimum Wage Provisions found in Section I.33 Minimum Wage Provision.

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous Addendum(s), remain as originally written.

Regards,

Charles Connahan
REITQ Administrator
Department of Transportation
400 North Street
Harrisburg, PA 17120
717.705.1363

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts]

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
3. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
4. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
6. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
7. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment

Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

- 8.** The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- 9.** The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- 10.** The commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

Exhibit C

Enhanced Minimum Wage Provisions (July 2018)

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

**ADDENDUM FORM**

Date:	12/02/2019
Subject:	Rented Equipment ITQ
Solicitation Number:	3516T01
Due Date/Time:	
Addendum Number:	9

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation "Addendum" as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals), including but not limited to questions and answers, which are considered a material part of the solicitation.

Please see the following update:

Addendum 9 does the following:

1. Adds Material Number 358208 MELTER, ASPHALT MASTIC
2. The updated Equipment Rental List - Revised 12-02-19 has been posted to the DGS ITQ website.

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous Addendum(s), remain as originally written.

Regards,

Charles Connahan
REITQ Administrator
Department of Transportation
400 North Street
Harrisburg, PA 17120
717.705.1363



ADDENDUM FORM

Date:	01/29/2020
Subject:	Rented Equipment ITQ
Solicitation Number:	3516T01
Due Date/Time:	
Addendum Number:	10

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation "Addendum" as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals), including but not limited to questions and answers, which are considered a material part of the solicitation.

Please see the following update:

Addendum 10 does the following:

1. Adds Material Numbers 358569 BOAT, BUCKET, 358570 BRIDGE TRACKER, 358571 SIDEWALK TRACKER and 358572 BOAT, PONTOON W/SCAFFOLDING.
2. The updated Equipment Rental List - Revised 01-29-20 has been posted to the DGS ITQ website.

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous Addendum(s), remain as originally written.

Regards,

Charles Connahan
REITQ Administrator
Department of Transportation
400 North Street
Harrisburg, PA 17120
717.705.1363



ADDENDUM FORM

Date:	02/21/2020
Subject:	Rented Equipment ITQ
Solicitation Number:	3516T01
Due Date/Time:	
Addendum Number:	11

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation "Addendum" as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals), including but not limited to questions and answers, which are considered a material part of the solicitation.

Please see the following update:

Addendum 11 does the following:

1. Adds Material Numbers 358716 ROAD SEALER and 358717 ROAD SEALER, W OP.
2. The updated Equipment Rental List - Revised 02-21-20 has been posted to the DGS ITQ website.

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous Addendum(s), remain as originally written.

Regards,

Charles Connahan
REITQ Administrator
Department of Transportation
400 North Street
Harrisburg, PA 17120
717.705.1363

**ADDENDUM FORM**

Date:	07/02/2021
Subject:	Contractor Responsibility Provisions
Solicitation Number:	3516T01
Due Date/Time:	
Addendum Number:	12

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation "Addendum" as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals), including but not limited to questions and answers, which are considered a material part of the solicitation.

Please see the following update:

Addendum 12 does the following:

1. The enclosed amended Contractor Responsibility (December 2020) below supercedes and replaces the Contractor Responsibility Provisions found in Section IV.36 CONTRACT-029.1.

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous Addendum(s), remain as originally written.

Regards,

Charles Connahan
PennDOT Bureau of Office Services
400 North Street, 5th Floor
717-705-1363

Contractor Responsibility Provisions

(December 2020)

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

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

Exhibit



Date:	12/2/2022
Subject:	Rented Equipment Invitation To Qualify (REITQ)
Solicitation:	3516T01
Due Date/Time:	6/30/2027
Addendum Number:	13

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation "Addendum" as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals), including but not limited to questions and answers, which are considered a material part of the solicitation.

Addendum #13 does the following:

The Pennsylvania Department of Transportation (PennDOT) has enhanced the Rented Equipment Invitation to Qualify (REITQ) procurement process to include the following:

1. A new website, [e-Procurement](#) has been established for new vendors to apply to the REITQ, for current vendors to bid on Rented Equipment Requests for Quotes (RFQs) and for vendors to update profile information.
2. Vendors can update REITQ profile information such as counties of interest, equipment, and contact information. Current vendors are responsible to access e-Procurement and validate their REITQ vendor profile.
3. The hyperlink "How to submit an REITQ Proposal" has been updated and replaced with "How to submit an REITQ Proposal in e-Procurement."

PennDOT expects to transition to eProcurement on December 5, 2022. Until that date, all current processes will remain the same.

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous Addendum(s), remain as originally written.

Regards,

Michael Dietz
Issuing Officer
PA Department of Transportation
400 North Street - 5th Fl, Keystone Bldg. | Harrisburg, PA 17120
Phone: 717.787.2791 Fax: 717.783.7971
www.penndot.gov



Date:	12/5/2022
Subject:	Rented Equipment Invitation To Qualify (REITQ)
Solicitation:	3516T01
Due Date/Time:	6/30/2027
Addendum Number:	14

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation "Addendum" as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals), including but not limited to questions and answers, which are considered a material part of the solicitation.

Addendum #14 does the following:

1. The hyperlink "How to submit an REITQ Proposal" has been replaced with the "Rented Equipment Vendor Manual."

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous Addendum(s), remain as originally written.

Regards,

Michael Dietz
Issuing Officer
PA Department of Transportation
400 North Street - 5th Fl, Keystone Bldg. | Harrisburg, PA 17120
Phone: 717.787.2791 Fax: 717.783.7971
www.penndot.gov



Date:	1/30/2023
Subject:	Rented Equipment Invitation To Qualify (REITQ)
Solicitation:	3516T01
Due Date/Time:	6/30/2027
Addendum Number:	15

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation "Addendum" as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals), including but not limited to questions and answers, which are considered a material part of the solicitation.

Addendum #15 does the following:

1. The ITQ Description has been changed from:

The Department of Transportation (PennDOT) is soliciting suppliers to submit qualifications for the PennDOT specific Rented Equipment Invitation to Qualify (ITQ). Those suppliers that respond to this ITQ, if found qualified by PennDOT, will be awarded a contract and eligible to respond to RFQ's (Response for Quote) for various types of rental equipment, with or without operator, in identified counties.

Please refer to the attached detailed instructions entitled "How to Submit an REITQ Proposal in Eprocurement.pdf" which can be found below in the Related Solicitation Files section

This ITQ will have an initial enrollment starting on or about December 1, 2016, through March 22, 2017. After May 1, 2017, there will be an Open Enrollment until June 30, 2027, during which Rented Equipment suppliers may seek to be added to the list of qualified ITQ suppliers at any time.

Upon initial award, existing suppliers may seek to become qualified to provide additional equipment or counties by submitting updates at any time throughout the term of the contract.

TO:

The Department of Transportation (PennDOT) is soliciting suppliers to submit qualifications for the PennDOT specific Rented Equipment Invitation to Qualify (ITQ) through the eProcurement website at <https://eprocurement.pa.gov/>. Those suppliers that respond to this ITQ, if found qualified by PennDOT, will be awarded a contract and eligible to respond to RFQ's (Response for Quote) for various types of rental equipment, with or without operator, in identified counties.

Please refer to the attached detailed instructions entitled "Rented Equipment Vendor User Manual.pdf" which can be found below in the Related Solicitation Files section. This manual will provide guidance on how to submit an ITQ application for the Rented Equipment ITQ contract and how to update an existing Rented Equipment ITQ contract in the eProcurement website at <https://eprocurement.pa.gov/>.

This ITQ will have an initial enrollment starting on or about December 1, 2016, through March 22, 2017. After May 1, 2017, there will be an Open Enrollment until June 30, 2027, during which Rented Equipment suppliers may seek to be added to the list of qualified ITQ suppliers at any time through the eProcurement website at <https://eprocurement.pa.gov/>.

Upon initial award, existing suppliers may seek to become qualified to provide additional equipment or counties by submitting updates at any time throughout the term of the contract.

2. The "Rented Equipment Vendor User Manual." has been revised and attached.

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous Addendum(s), remain as originally written.

Regards,

Michael Dietz
Issuing Officer
PA Department of Transportation
400 North Street - 5th Fl, Keystone Bldg. | Harrisburg, PA 17120
Phone: 717.787.2791 Fax: 717.783.7971
www.penndot.gov



Date:	4/25/2023
Subject:	Rented Equipment Invitation To Qualify (REITQ)
Solicitation:	3516T01
Due Date/Time:	6/30/2027
Addendum Number:	16

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation "Addendum" as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals), including but not limited to questions and answers, which are considered a material part of the solicitation.

Please see the following update:

Addendum 16 does the following:

1. The Terms and Conditions Section IV.23 Contract-016.2 ACH Payments (Aug 2007) of the Statement of Work Rented Equipment Invitation To Quality has been **changed from:**

1. The Commonwealth will make contract payments through the Automated Clearing House (ACH). Within ten (10) days of award of the Contract or Purchase Order, the Contractor must submit or must have already submitted its ACH information within their user profile in the Commonwealth's procurement system (SRM).

2. 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.

3. 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.

TO:

V.21 CONTRACT-016.2 Payment – Electronic Funds Transfer (July 2022)

a. The Commonwealth will make contract payments through Automated Clearing House (ACH). Within 10 days of award of the contract or purchase order, the contractor must submit or must have already submitted their ACH information within their user profile in the Commonwealth's procurement system (SRM).

b. The contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the contractor to properly apply the state agency's payment to the invoice submitted.

c. It is the responsibility of the contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments

2. The enclosed amended Enhanced Minimum Wage Provisions (July 2022) below supersedes and replaces the Enhanced Minimum Wage Provisions (July 2018).

Regards,

Michael Dietz
Issuing Officer
PA Department of Transportation
400 North Street - 5th Fl, Keystone Bldg. | Harrisburg, PA 17120
Phone: 717.787.2791 Fax: 717.783.7971
www.penndot.gov

Enhanced Minimum Wage Provisions (July 2022)

- 1. Enhanced Minimum Wage.** Contractor/Lessor agrees to pay no less than \$15.00 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.
- 2. Adjustment.** Beginning July 1, 2023, and annually thereafter, the minimum wage rate shall be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
- 3. Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:
 - a.** exempt from the minimum wage under the Minimum Wage Act of 1968;
 - b.** covered by a collective bargaining agreement;
 - c.** required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
 - d.** required to be paid a higher wage under any state or local policy or ordinance.
- 4. Notice.** Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.
- 5. Records.** Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
- 6. Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
- 7. Subcontractors.** Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.



Date:	April 7, 2025
Subject:	Rented Equipment Invitation To Qualify (REITQ)
Solicitation:	3516T01
Due Date/Time:	06/30/2027
Addendum Number:	17

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation "Addendum" as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals), including but not limited to questions and answers, which are considered a material part of the solicitation.

Please see the following update:

Addendum #17 does the following to the Standard Terms and Conditions section of the ITQ contract document:

1. Add provisions:

- a. **IV.7 CONTRACT-004.2 Definitions (February 2024):** Capitalized terms used in these Commonwealth standard terms and conditions that are not otherwise defined in these provisions have the meanings specified in the contract to which it is attached.
- b. **IV.38 CONTRACT-029.2 Offset (February 2024):** The Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor, or its subsidiaries, owed to the Commonwealth against any payments due the Contractor under any contract between the Commonwealth and Contractor.
- c. **IV.51 CONTRACT-053.1 Enhanced Minimum Wage Provisions (February 2024):**
 - i. **Enhanced Minimum Wage.** Contractor shall pay no less than \$15.00 per hour to its employees for all hours worked directly performing the services called for in this contract/lease, and for an employee's hours performing ancillary services necessary for the performance of the services or lease when the employee spends at least 20% of their time performing ancillary services in a given work

week.

- ii. **Adjustment.** Beginning July 1, 2023, and annually thereafter, the minimum wage rate will be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The Commonwealth will publish applicable adjusted amount in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
- iii. **Exceptions.** These Enhanced Minimum Wage Provisions do not apply to employees
 - 1. Exempt from minimum wage under the Minimum Wage Act of 1968;
 - 2. Covered by a collective bargaining agreement;
 - 3. 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
 - 4. required to be paid a higher wage under any state or local policy or ordinance.
- iv. **Notice.** The Contractor shall: (1) post this Enhanced Minimum Wage Provision 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; or (2) for the entire period of the contract, provide electronic notice of this clause to its employees not less than annually.
- v. **Records.** Contractor must maintain and, upon request and within the time periods requested by the Commonwealth, provide to the Commonwealth all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
- vi. **Sanctions.** Contractor's failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but are not limited to, termination of the contract or lease, nonpayment, debarment, or referral to the Office of General Counsel for appropriate civil or criminal referral.
- vii. **Subcontractors.** The Contractor shall include these Enhanced Minimum Wage Provisions in its subcontracts under this contract or lease to ensure that these provisions are binding on its subcontractors.

d. **IV.52 CONTRACT-054.1 Worker Protection and Investment (February 2024):**

The Contractor shall comply with all applicable Pennsylvania state labor laws and worker safety laws including, but not limited to, the following:

1. Construction Workplace Misclassification Act;
2. Employment of Minors Child Labor Act;
3. Minimum Wage Act;
4. Prevailing Wage Act;
5. Equal Pay Law;
6. Employer to Pay Employment Medical Examination Fee Act;
7. Seasonal Farm Labor Act;
8. Wage Payment and Collection Law;
9. Industrial Homework Law;
10. Construction Industry Employee Verification Act;
11. Act 102: Prohibition on Excessive Overtime in Healthcare;
12. Apprenticeship and Training Act; and
13. Inspection of Employment Records Law.

e. **IV.53 CONTRACT-055.1 Data Breach or Loss (February 2024):**

To the extent the Contractor receives, provides, stores, manages, maintains, and/or transmits personal information including, but limited to, personal health information, pursuant to this Contract, the Contractor shall comply with all applicable data protection, data security, data privacy and data breach notification laws, including but not limited to the [*Breach of Personal Information Notification Act*](#), Act of December 22, 2005, P.L. 474, No. 94, as amended, 73 P.S. §§ 2301-2329. Further, to the extent the Contractor maintains, stores, or manages computerized data on behalf of the Commonwealth that constitutes personal information, as defined in the [*Breach of Personal Information Notification Act*](#), Act of December 22, 2005, P.L. 474, No. 94, as amended, 73 P.S. §§ 2301-2329, the Contractor shall comply with the then current version of the following IT Policies (ITPs): [*ITP-SEC019, Policy and Procedures for Protecting Commonwealth Electronic Data*](#); [*ITP-SEC024, IT Security Incident Reporting Policy*](#); [*ITP-SEC025, Proper Use and Disclosure of Personally Identifiable Information \(PII\)*](#); and [*ITP-SEC031, Encryption Standards*](#).

2. Updated provisions:

IV.8 CONTRACT-005.1b Agency Purchase Orders (July 2015):

The Agency may issue Purchase Orders against the Contract. These orders constitute the Contractor's authority to make delivery. All Purchase Orders received by the Contractor up to and including the expiration date of the Contract are acceptable and must be performed in

accordance with the Contract. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.

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

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

The Commonwealth and the Contractor specifically agree as follows:

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

Purchase Orders under ten thousand dollars (\$10,000) in total amount may also be made in person or by telephone using a Commonwealth Purchasing Card. When an order is placed by telephone, the Commonwealth agency shall provide the agency name, employee name,

credit card number, and expiration date of the card. Contractors agree to accept payment through the use of the Commonwealth Purchasing Card.

IV.18 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>.

IV.22 CONTRACT-015.2 Billing Requirements (July 2021):

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

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

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

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

- IV.24 CONTRACT-016.2 Automated Clearing House (ACH) Payments (February 2024):

1. **Payment Method.** The Commonwealth shall 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 submitted its ACH information within its user profile in the Commonwealth's procurement system (SRM).
2. **Unique Identifier.** The Contractor must submit a unique invoice number with each invoice submitted. The Commonwealth shall list the Contractor's unique invoice number on its ACH remittance advice to enable the Contractor to properly apply the state agency's payment to the invoice submitted.
3. **ACH Information in SRM.** The Contractor shall ensure that the ACH information contained in SRM is accurate and complete. The Contractor's failure to maintain accurate and complete information may result in delays in payments.

-IV.27 CONTRACT-019.1 Indemnification (February 2024):

1. **Contractor Obligations.** The Contractor shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with any activities performed by the Contractor or its employees and agents that are related to this contract, as determined by the Commonwealth in its sole discretion.
2. **Commonwealth Attorneys Act.** The Commonwealth shall provide the Contractor with prompt notice of any claim or suit 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 any 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.
3. **Settlement.** Notwithstanding the above, neither party may enter into a settlement of any claim or suit without the other party's written consent, which will not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

- IV.35 CONTRACT-027.1 Nondiscrimination/Sexual Harassment (February 2024):

1. **Representations.** The Contractor represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the contract. The Contractor 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 its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
2. **Nondiscrimination/Sexual Harassment Obligations.** The Contractor shall not:
 - a. in any manner discriminate in the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under this contract or any subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act ("PHRA") and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
 - b. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under this contract.
 - c. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this contract.
 - d. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which this contract relates.
 - e. in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor

activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts' enforcement and shall comply with any provision of law establishing organizations as employees' exclusive representatives.

3. **Establishment of Contractor Policy.** The Contractor shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of the contract, the Contractor shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.
4. **Notification of Violations.** The Contractor's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the contract. Accordingly, the Contractor shall notify the Commonwealth if, at any time during the term of this contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
5. **Cancellation or Termination of Contract.** The Commonwealth may cancel or terminate this contract and all money due or to become due under this contract may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.
6. **Subcontracts.** The Contractor shall include these Nondiscrimination/Sexual Harassment provisions in its contracts with all subcontractors providing goods or services under this contract. The incorporation of these provisions in the Contractor's subcontracts does not create privity of contract between the Commonwealth and any subcontractor, and no third-party beneficiaries are created by those provisions. If the Contractor becomes aware of a subcontractor's violation of this clause, the Contractor shall use its best efforts to ensure the subcontractor's compliance with these provisions.

- IV.36 CONTRACT-028.1 Contractor Integrity (February 2024):

1. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following definitions apply:

- a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; (b) a common shareholder or group of shareholders owns more than 50% of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- b. **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.
- c. **"Contractor Related Parties"** means any Affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of five percent or more interest in the Contractor.
- d. **"Financial Interest"** means ownership of more than a five percent interest in any business or holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- e. **"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](#), as may be amended, 4 Pa. Code §7.153(b), apply.
- f. **"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. **Representations and Warranties.**

- a. Contractor Representation and Warranties. The Contractor represents, to the best of its knowledge and belief, and warrants that within the last five years neither the Contractor nor Contractor Related Parties have:
 - 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 are not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency or civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.

- b. Contractor Explanation. If the Contractor cannot make the representations and warranties set forth above at the time of its submission of its bid or proposal or if this contract is awarded on a non-bid basis at the time of the execution of the contract, the Contractor shall submit a written explanation outlining the reasons why it cannot make those representations and warranties. The Commonwealth may, based on its evaluation of the explanation provided, determine whether it is in the Commonwealth's best interest to execute the contract.
- c. Further Representations. By submitting any bills, invoices, or requests for payment pursuant to this contract, the Contractor further represents that it has not violated any of these Contractor Integrity Provisions during the term of the contract.
- d. Notice. The Contractor shall immediately notify the Commonwealth, in writing, if at any time during the term of the contract it becomes aware of any event that would cause the Contractor's certification or explanation to change. The Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made in these provisions are currently false or misleading due to intervening factual circumstances or were false or misleading or should have been known to be false or misleading when entering into the contract.

3. Contractor Responsibilities. During the term of this contract, the Contractor shall:

- a. maintain the highest standards of honesty and integrity.
- b. take no action in violation of any applicable laws, regulations, or other requirements applicable to the Contractor that govern Commonwealth contracting and procurement.

- c. establish and implement a written business integrity policy that includes, at a minimum, the requirements of these provisions as they relate to the Contractor's activity with the Commonwealth and Commonwealth employees and ensure that its employees comply with the policy.
 - d. not accept, agree to give, offer, confer, 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, statement of policy, management directive, or bulletin applicable to the provision of goods or services under this contract.
 - e. 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. The Contractor must 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 date the Contractor signs the contract. The Commonwealth shall be deemed to have consented if the required disclosure is received and all of the required Commonwealth signatures are affixed.
 - f. comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award.
 - g. comply with the requirements of Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a) if this contract was awarded on a Non-bid Basis.
 - h. immediately notify the Commonwealth contracting officer or the Office of the State Inspector General, in writing, when the 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 the ethical standards.
4. **Investigations.** If a State Inspector General investigation is initiated, the Contractor shall:
- a. 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. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

- b. 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 and make identified Contractor employees available for interviews at reasonable times and places.
 - c. upon the inquiry or request of an Inspector General, 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. This information may include, but is not limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract.
5. **Termination.** For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Contractor Integrity provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend the Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one does 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 contract.
6. **Subcontracts.** The Contractor shall include these Contractor Integrity Provisions in its contracts with all subcontractors providing goods or services under this contract. The incorporation of this provision in the Contractor's subcontracts does not create privity of contract between the Commonwealth and any subcontractor, and no third-party beneficiaries are created by the inclusion of these provisions. If the Contractor becomes aware of a subcontractor's violation of these provisions, the Contractor shall use its best efforts to ensure the subcontractor's compliance with these provisions.

- IV.37 CONTRACT-029.1 Contractor Responsibility (February 2024)

1. **Definitions.** For the purpose of these provisions, the term "Contractor" means 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. The term also includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.
2. **Contractor Representations.**
 - a. The Contractor represents for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this 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 make this representation, the Contractor shall submit, along with its contract, a written explanation of why such certification cannot be made.
 - b. The Contractor represents that as of the date of its execution of this 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. **Notification.** The Contractor shall notify the Commonwealth if, at any time during the term of this contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best of its knowledge, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. The Contractor shall provide this notification within 15 days of the date of suspension or debarment.
4. **Default.** The Contractor's failure to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government constitutes an event of default of the contract with the Commonwealth.
5. **Reimbursement.** The Contractor shall 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 contract or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. These costs include, but are not 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. **Suspension and Debarment List.** The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment list tab.

- IV.39 CONTRACT – 030.1 Americans with Disabilities Act (February 2024):

1. **No Exclusion.** Pursuant to the Americans with Disabilities Act, 42 U.S. Code § 12101, et seq., no qualified individual with a disability may, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract.
2. **Compliance.** For all goods and services provided pursuant to this contract, the Contractor shall comply with Title II of the Americans with Disabilities Act, the "General Prohibitions Against Discrimination" set forth in 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act that apply to state and local governments.
3. **Indemnification.** The Contractor shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with the Contractor's failure or its employee's or agent's failure to comply with the provisions of paragraph a, as determined by the Commonwealth in its sole discretion.

- IV.41 CONTRACT-033.1 Applicable Law and Forum (February 2024):

This contract is governed by and must be 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, and waives any claim or defense that such forum is not convenient or proper. Any Pennsylvania court or tribunal has in personam jurisdiction over the Contractor, and the Contractor consents to service of process in any manner authorized by Pennsylvania law. This provision may not be interpreted as a waiver or limitation of the Commonwealth's rights or defenses.

- IV.46 CONTRACT-036.1 Background Checks (January 2023):

1. 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 https://www.psp.pa.gov/Documents/Public%20Documents/criminal_history/CRC%20Request%20SP%204-164.pdf. The background check must be conducted prior to initial access and on an annual basis thereafter.
2. 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.
3. The Commonwealth specifically reserves the right of the Commonwealth to conduct background checks over and above that described herein.
4. 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.

- IV.50 CONTRACT-052.1 Right to Know Law (February 2024)

1. **Applicability.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this contract.
2. **Contractor Assistance.** If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this contract, the Commonwealth shall notify the Contractor that it requires the Contractor's assistance, and the Contractor shall provide to the Commonwealth:
 - a. access to, and copies of, any document or information in the Contractor's possession (Requested Information) arising out of this contract that the Commonwealth reasonably believes is a public record under the RTKL, within ten calendar days after receipt of written notification; and
 - b. any other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this contract.
3. **Trade Secret or Confidential Proprietary Information.** If the Contractor considers the Requested Information to include 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 shall notify the Commonwealth and provide, within seven calendar days of receipt of the written notice a written statement, signed by a representative of the Contractor, that explains why the requested material is exempt from public disclosure under the RTKL. If the Commonwealth determines that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information to the Commonwealth within five business days of receipt of written notice of the Commonwealth's determination.
4. **Reimbursement.**
 - a. Commonwealth Reimbursement. If the Contractor fails to provide the Requested Information and the Commonwealth is ordered to produce the Requested Information, the Contractor shall reimburse the Commonwealth for any damages, penalties, or costs that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.
 - b. Contractor Reimbursement. The Commonwealth will reimburse the Contractor for any costs that the Contractor

incurs as a direct result of 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.

5. **Challenges of Commonwealth Release.** 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 reimburse the Commonwealth for any legal expenses incurred by the Commonwealth as a result of the challenge, including any damages, penalties or costs that the Commonwealth may incur as a result of the Contractor's legal challenge, regardless of the outcome.
6. **Waiver.** As between the parties, the Contractor waives 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.
7. **Survival.** The Contractor's obligations contained in this Section survive the termination or expiration of this contract.

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous Addendum(s), remain as originally written.

Regards,

Michael Dietz
Issuing Officer
PA Department of Transportation
400 North Street - 5th Fl, Keystone Bldg. | Harrisburg, PA 17120
Phone: 717.787.2791 | www.penndot.gov



Date:	June 14, 2025
Subject:	Rented Equipment Invitation To Qualify (REITQ)
Solicitation:	3516T01
Due Date/Time:	06/30/2027
Addendum Number:	18

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation "Addendum" as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals), including but not limited to questions and answers, which are considered a material part of the solicitation.

Please see the following update:

Addendum #18 does the following to the Equipment List 3516T01 of the ITQ contract document:

1. Adds Material Number #303402 CLEANER,SEWER,ZFW

Michael Dietz
Issuing Officer
PA Department of Transportation
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