

COVER SHEET
INVITATION TO QUALIFY (ITQ)
Commonwealth of Pennsylvania
Department of Transportation
CONTRACT #357I01
APPRAISAL SERVICES

The Department of Transportation (PennDOT) is issuing this ITQ to prequalify appraisers interested in providing categories of appraisal services of property transactions for transportation purposes.

Question and Answer Period:

There will be a Question and Answer period for this ITQ to address areas in the ITQ that may require further clarification. Questions are due on or before 4:30 PM on April 30, 2008. Responses to questions will be sent to all recipients of the ITQ.

Contract Period/Renewal Option(s):

The contract period is from the date the Contract is approved by all required Commonwealth signatories and has no expiration date. The Appraisal Services ITQ was evergreened on April 30, 2019.

Initial Enrollment Period:

ITQ responses for the *initial* enrollment period must be received at the address below by 4:30 PM, June 18, 2008. In order to qualify for the Initial Enrollment Period, applications must be complete and correct and contain all necessary information including Client Reference Surveys if you're applying for Category 2. **It is in the best interest of all appraisers to submit the required information by the initial submission date in order to qualify for the full contract period.**

Contract Enrollment Period:

Enrollment for the remainder of the contract period will remain open and ITQ responses will be accepted at the address below indefinitely. The Appraisal Services ITQ was evergreened on April 30, 2019 and has no expiration date.

Response Mailing Address:

Bureau of Office Services (ITQ #357I01)
PA Department of Transportation
Attn: Jodi Wilson
Commonwealth Keystone Building, 400 North Street—5th Floor Information Desk
Harrisburg, PA 17120-0041

Contracting Officer:

Jodi Wilson (or her designee or successor), Bureau of Office Services
Telephone: (717) 425-7861 E-mail: jodwilson@state.pa.us

WHEN MAILING YOUR RESPONSE, PLEASE ALLOW SUFFICIENT TIME FOR DELIVERY.

TABLE OF CONTENTS

CONTRACT #357I01

THIS INVITATION TO QUALIFY CONTAINS THE FOLLOWING:

Cover Sheet

Table of Contents

ITQ Signature Page

EXHIBIT "A" - Terms and Conditions

EXHIBIT "B" - Lobbying Certification Form & Federal Provisions

EXHIBIT "C" - Qualification Information

- Qualification Application
- Location of Service
- Client Reference Survey

EXHIBIT "D" - Small Business Application Guide

- Appendix D - Disadvantage Business Enterprises Requirements
- Appendix F - Diverse Business Participation for Non-Federally Funded Projects

EXHIBIT "E" - Qualification Application Update Form

EXHIBIT "F" - District Right of Way Administrators

EXHIBIT "G" - Confirmation of Service Form

EXHIBIT "H" - Questions and Answers

EXHIBIT "I" - Worker Protection and Investment Certification Form

Invitation to Qualify: Appraisal Services

(Complete in **INK** or **TYPE** only—**DO NOT** use pencil)

READ ALL Directions/Instructions in Exhibit "A" (attached) Before Completing this Page

APPRAISER MUST COMPLETE ALL APPLICABLE AREAS

<p align="center">COMPANY NAME AND ADDRESS</p> <p>If SOLE PROPRIETOR is doing business as (d/b/a) another name, see instructions in Exhibit "A" attached.</p>		<p align="center">FOR COMMONWEALTH USE ONLY</p>	
<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>		<p align="center">APPRAISER'S CONTACT PERSON</p>	
		<p>PHONE NUMBER ()</p>	<p>FAX NUMBER ()</p>
		<p align="center">FEDERAL IDENTIFICATION OR SOCIAL SECURITY NO.</p>	
<p>Are you a Disadvantaged Business Enterprise certified by PENNDOT?</p> <p><input type="checkbox"/> Yes No <input type="checkbox"/></p> <p>(If yes, Certification Number _____)</p> <p>.....</p> <p>Are you an SDB/VBE/SB certified with the State of Pennsylvania?</p> <p><input type="checkbox"/> Yes No <input type="checkbox"/></p> <p>(If yes, Certification Number _____)</p>		<p><u>REQUIRED E-MAIL ADDRESS</u> (It is mandatory for appraisers to have an active e-mail address and the capability to conduct e-business. An Appraiser will not be qualified for any category of work if the Appraiser fails to meet this requirement):</p> <p>_____</p> <p>.....</p> <p><u>VENDOR NUMBER</u> (All vendors must register with the Commonwealth at www.vendorregistration.state.pa.us):</p> <p>_____</p>	

Appraiser acknowledges any and all information by initialing/dating here. The Appraiser's authorized signatory must initial and date where indicated at right.

INITIAL

DATE _____

This contract consists of the following provisions and exhibits. The Appraiser shall comply with all provisions as listed below:

- 1) The Terms and Conditions attached as Exhibit "A" to this contract; and,
- 2) The *Lobbying Certification Form, Disclosure of Lobbying Activities* Form (if applicable), and *Insurance Requirements* attached as Exhibit "B" to this contract; and,
- 3) Qualification Information (Qualification Application, Location of Service, and Client Reference Survey Forms) attached as Exhibit "C" to this contract; and,
- 4) Small Business Enterprise/Diverse Business Enterprise attached as Exhibit "D" to this contract; and,
- 5) The Qualification Application Update Form attached as Exhibit "E" to this contract; and
- 6) District Right-of-Way Administrators attached as Exhibit "F" to this contract; and
- 7) Confirmation of Service form attached as Exhibit "G" to this contract; and
- 8) Questions and Answers (available after 5/7/2008) attached as Exhibit "H" to this contract.
- 9) Worker Protection and Investment Certification Form attached as Exhibit "I".

The Commonwealth will notify the Appraiser when this contract is a fully executed contract and the effective dates thereto.

APPRaiser's SIGNATURE, DATE AND TITLE REQUIRED (IN INK)

<u>CORPORATION:</u>			
CHAIRMAN, PRESIDENT, VICE PRESIDENT, SR. VICE PRESIDENT, EXEC. VICE PRESIDENT, ASST. VICE PRESIDENT, CEO, OR COO	X _____ SIGNATURE	_____ DATE	_____ TITLE
<u>SOLE PROPRIETORSHIP:</u>			
OWNER ONLY:	X _____ SIGNATURE	_____ DATE	_____ <i>OWNER</i> TITLE
<u>PARTNERSHIP:</u>			
ONE GENERAL PARTNER ONLY:	X _____ SIGNATURE	_____ DATE	_____ <i>GENERAL PARTNER</i> TITLE
<u>LIMITED LIABILITY COMPANY</u>			
MEMBER OR MANAGER	X _____ SIGNATURE	_____ DATE	_____ MEMBER/MANAGER TITLE

COMMONWEALTH USE ONLY:

1. AGENCY HEAD OR DESIGNEE	2. PENNDOT OFFICE OF CHIEF COUNSEL (Approved as to Legality and Form)
X _____ SIGNATURE DATE	X _____ SIGNATURE DATE
3. OFFICE OF THE COMPTROLLER (Approved as to Fiscal Responsibility, Budgetary Appropriateness and Availability of Funds)	4. GENERAL COUNSEL (Approved as to Legality and Form)
X _____ SIGNATURE DATE	X _____ SIGNATURE DATE
5. ATTORNEY GENERAL (Approved as to Legality and Form)	
X _____ SIGNATURE DATE	

EXHIBIT “A” TERMS AND CONDITIONS

The Department of Transportation (Department) invites you to respond to an Invitation to Qualify (ITQ) to supply appraisal services.

1. GENERAL

- (a) **Scope.** The purpose of this ITQ and resulting contracts with multiple vendors is to qualify appraisers that can provide the Department with appraisal services for the following purposes:
 - (1) the acquisition of property for transportation purposes;
 - (2) The sale of property no longer needed for transportation purposes; and,
 - (3) The lease of property not needed for the free movement of traffic.
- (b) **Use by other agencies.** The Department will require that local public agencies using Federal & State highway funds employ only appraisers that are qualified under this ITQ. Other state agencies may, but are not required to, limit their use of appraisers to those qualified under this ITQ.
- (c) **Prequalification.** The contracts awarded will be structured under the multiple-award contract approach and a prequalified list of appraisers will be developed from which the Department will solicit appraisal services. Appraisers must be on this prequalified list in order to perform appraisal services as described in this ITQ. Each responsible appraiser who meets all mandatory requirements and the qualification criteria of this ITQ will be qualified unless the Department rejects all applications.
- (d) **Who shall be qualified?** If the Appraiser employs one or more qualified appraisers, **each** appraiser under the Appraiser’s employ shall be individually qualified.
- (e) **Work not guaranteed.** There is no guarantee that the Department will use the Appraiser’s services under the multiple-award contract approach.
- (f) **Appraisal Problem Analysis.** The Department will issue an Appraisal Problem Analysis (APA) to solicit assignments under this Contract. An APA:
 - (1) Establishes the scope of work and assists the Appraiser in understanding the assignment;
 - (2) Contains available factual information regarding the property, the claimants, and the effects the project will have on the property; and
 - (3) Includes specific requirements of the appraisal assignment based on the study and understanding of the appraisal problem by the author of the APA.

- (g) **Appraisal assignment categories.** Appraisers must complete all required information in the Qualification Application attached as Exhibit “C,” including the specific category or categories of assignment for which the appraisers wish to be qualified, and the counties for which the appraisers are interested in receiving assignments. Qualification will fall into the following **two (2)** categories of appraisal assignments:

- (1) **Category 1:** All properties with an anticipated residential highest and best use except partial take, residential, where there is significant impact anticipated on the remaining property, requiring a before and after analysis. For example:

- (i) Total take, residential, four (4) units or less;
- (ii) Total take, vacant unimproved land, with a residential highest and best use.
- (iii) Partial take, residential, four (4) units or less, with no anticipated impact on the remaining property.
- (iv) Partial take, residential, four (4) units or less, with only minor anticipated impact on the remaining property, requiring a before or after analysis.
- (v) Partial take, vacant unimproved land, with a residential highest and best use.

- (2) **Category 2:** All properties with an anticipated non-residential highest and best use plus partial take, residential, where there is significant impact anticipated on the remaining property, requiring a before and after analysis. For example:

- (i) Total take non-residential;
- (ii) Partial take, non-residential, where there may be a significant impact to the value of the remaining property.
- (iii) Unique or special purpose properties where there is little or no market data readily available.
- (iv) Situations where the take severely impacts the remaining property and/or where complex cost to cure estimates may be appropriate to determine the impact of the taking; or,
- (v) Properties in transition of highest and best use.

(h) **Qualification.**

(1) **Qualification deadline.** The Appraisal Services ITQ was evergreened on April 30, 2019 and has no expiration date.

(2) **Qualification update.** The Appraiser, through the use of the *Qualification Application Update Form* attached to this ITQ as Exhibit “E,” may request any of the following actions at any time after contract award.

(i) Qualification into additional category(s) and/or additional county(s);

(ii) Addition of a new appraiser; and

(iii) Transfer of an already-qualified appraiser from one awarded company to another awarded company.

(3) **Notification:**

(i) It is the responsibility of the Appraiser to report to the Department any changes including, but not limited to:

(A) Name change;

(B) Address change;

(C) E-mail address change;

(D) Telephone number change;

(E) FAX number change; and

(F) Any other changes as listed in Exhibit “E.”

(ii) Exhibit “E” provides very clear instructions for filling out the Qualification Application Update Form. **Failure to notify the Department of any changes may result in:**

(A) The Department not being able to notify the Appraiser of Department appraisal assignments in a timely manner, if at all; and,

(B) Delayed payment of invoices submitted by the Appraiser.

2. CONTRACT PERIOD

- (a) **Anticipated award date.**
 - (1) **Effective date. The Department, in writing, will notify the Appraiser of the effective date of the Contract.**
 - (2) **Subsequent contracts awarded under this ITQ.** The Department will make every effort to award contracts within three months of receipt of an ITQ application. Therefore, it is in the best interest of all appraisers to submit the required information as soon as possible so that they can be qualified to perform appraisals for the Department.
- (b) **Right to reject, re-advertise or cancel.** The Department, pursuant to 62 Pa. C.S. § 521, reserves the right to reject any or all responses, and to re-advertise or cancel the ITQ or any APA, purchase order (“PO”) or other purchasing document issued under the resulting contract.
- (c) **Other means of obtaining services.** The Department reserves the right to acquire these services separately from this ITQ when it is in the best interest of the Department or the Commonwealth to do so.

3. OPTION TO EXTEND

The Appraisal Services ITQ was evergreened on April 30, 2019 and has no expiration date.

4. EXISTING CONTRACTS

- (a) **General.** Notwithstanding the initiation and implementation of this ITQ process, all existing contracts for appraisal services with the Department shall remain effective, excluding ITQ #353A01 and any POs or other purchasing documents issued under ITQ #353A01, which expired on January 31, 2009.
 - (1) **Exception.** POs for appraisal services or litigation services not yet completed under ITQ #353A01 as of January 15, 2009, may be completed under this ITQ if:
 - (a) The contractor is prequalified under ITQ #357I01 and a new PO is fully executed under this ITQ prior to January 31, 2009; and
 - (b) The new PO references the old PO under ITQ #353A01.
- (b) **Litigation services.** If services for claims in litigation are required from an Appraiser under an existing contract, but these services were not included in the existing contract, the Department may obtain those services under this ITQ.

5. CHANGES TO THE CONTRACT

- (a) **Changes not related to scope.** The Contracting Officer will issue a change notice to all Appraisers with Contracts issued under this ITQ whenever there is a change to the Contracts not affecting the scope of work. Changes contemplated under this paragraph include:

- (1) Changes mandated by federal or state law or regulations.
 - (2) Procedural changes.
 - (3) All other changes not related to scope.
- (b) **Changes related to scope.** Changes that affect the scope of work of Contracts issued under this ITQ shall be effective only upon receipt of a fully executed amendment to the Contract by the Contractor and all Commonwealth signatories who approved the contract.

6. PROTEST PROCEDURE

Those appraisers and potential appraisers who do not qualify for a category of appraisal for which they have requested to be qualified may protest to the Secretary of Transportation in accordance with Section 1711.1 of the Commonwealth Procurement Code (62 Pa. C.S. § 1711.1), and any subsequent amendments thereto.

7. APPRAISER PERFORMANCE

During the contract period, the Department may evaluate Appraisers on each work assignment. Appraisers who perform poor work, do not provide services on time or engage in other unacceptable conduct will be entered into the Commonwealth's Contractor Responsibility Program (CRP), which may affect the Appraiser's ability to contract with all Commonwealth agencies. Entries into CRP may be considered in determining whether to exclude an Appraiser from award of assignments under this ITQ and may lead to termination of an Appraiser's Contract.

8. LIQUIDATED DAMAGES

Time is of the essence in the provision of services under these procedures. The Appraiser, therefore, agrees to pay to the Department as liquidated damages a sum equal to one (1) percent of the amount contracted for under the PO for each working day beyond the designated submission date during which the services have not been satisfactorily completed and submitted. For the purposes of this section, a satisfactory submission is defined as an appraisal document that is acceptable to the Department. The Department will deduct the total amount of liquidated damages, if any, from the amount contracted for under the PO. The Department, upon receipt of the Appraiser's written request for extension because of factors beyond the control of the Appraiser, may extend, in writing, the date of completion and submission.

9. Disadvantaged Business Enterprise Assurance Provision

If the contract under this ITQ is funded with federal funds, the Appraiser shall comply with the following provision (as used in this provision, “contractor” means “Appraiser”):

- (a) The contractor, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
 - (1) Withholding monthly progress payments;
 - (2) Assessing sanctions;
 - (3) Liquidated damages; and/or
 - (4) Disqualifying the contractor from future bidding as non-responsible.
- (b) The contractor must include the assurance set forth in subparagraph (a) above in each contract it signs with a subcontractor.

10. SPECIFICATIONS

- (a) **Conformance with Publication No. 378.** Appraisal reports submitted under this contract shall be in conformity with the Department's most current Publication No. 378, *Right-of-Way Manual*, and any subsequent revisions or supplements to the manual, which is incorporated into this contract by reference, with generally accepted appraisal practices and procedures, and in compliance with applicable federal, state and local laws and regulations.
- (b) **Information provided prior to Notice-to-Proceed.** Prior to giving the Appraiser a notice-to-proceed, the Department will supply the Appraiser with the deed reference to the property to be appraised, together with a print of the applicable highway plan sheet(s) and other available data, which will aid in defining the boundaries of the property and the extent and nature of the taking.
- (c) **Appraisal report.** The appraisal report will be the property of the Department. The appraisal and all work papers shall be confidential and shall not be revealed by the Appraiser without the written expressed consent of the Department; nor shall the Appraiser testify relative thereto in any court or other tribunal without such consent unless so ordered by the court or other tribunal.
- (d) **Litigation services.** If a claim for which the assignment is performed becomes subject to litigation, the Appraiser, if so directed by the Department or any of its authorized representatives, shall provide necessary services for litigation, including, but not limited to, updates, revisions, preparation, testimony, and other litigation support. The Department, for services other than updates and revisions, shall pay appraisers and witnesses in accordance with the Department's approved fee schedule in existence at the time of performance of the duties required.
- (e) **Appraising other properties on same project.** The Appraiser may appraise for and testify for parties other than the Department in other right-of-way damage claims on the same project as that involving the assignment; provided, however, that written notice, including the name of the client, shall be given to the appropriate Department right-of-way administrator no later than ten (10) days prior to such undertaking.

(g) **Indemnification.**

a. **Contractor Obligations.** The Appraiser 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 Appraiser or its employees and agents that are related to this contract, as determined by the Commonwealth in its sole discretion.

b. **Commonwealth Attorneys Act.** The Commonwealth shall provide the Appraiser 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 Appraiser, the Commonwealth will cooperate with all reasonable requests of the Appraiser made in the defense of such suits.

c. **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 Appraiser to control the defense and any related settlement negotiations.

(h) **Subcontracting.** No part of assignments performed under this agreement shall be subcontracted without the prior written consent of the Department. This applies to, but is not limited to, subcontracting to associates working out of the successful Appraiser's office as an independent contractor. If the Department gives prior written consent, the subcontractor must also be qualified under this ITQ. Written consent for specialty reports necessary to complete an assignment will be given in the APA.

11. CRITERIA FOR QUALIFICATION—Review and Evaluation of Qualification Applications

- a. **General.** To be placed on the list of prequalified appraisers associated with this multiple-award contract, participating appraisers must meet all requirements of this ITQ. Appraisers must be qualified separately for each category to which different qualifications apply, i.e. Category 1 and 2. Appraisers who submit applications which include all information required, including all responses and documentation requested, and meet the mandatory requirements for the category of assignment requested will be qualified. Contracts will be awarded either to the company or partnership in which the qualified Appraiser is employed, the Appraiser if a sole-proprietor, the partnership of which the qualified Appraiser is a partner of, or the member or manager of a limited liability company.
- b. **Condemnation appraisal assignments.** For purposes of this ITQ, condemnation appraisal assignments are those appraisals performed for an entity that has the right to exercise the power of eminent domain.

MANDATORY REQUIREMENTS BY CATEGORY OF APPRAISALS	
CATEGORY 1:	
Current Pennsylvania appraisal certification (residential or general).	
Photocopy of current Pennsylvania certification.	
An active e-mail address and capability to conduct e-business.	
CATEGORY 2:	
Current Pennsylvania appraisal certification (general).	
Photocopy of current Pennsylvania certification.	
An active e-mail address and capability to conduct e-business.	
Minimum of five (5) years real estate appraisal experience as a certified appraiser.	
*Have completed five (5) condemnation appraisal assignments in the last five (5) years that meet the requirements of Category 2.	
*Provide three (3) client reference surveys relating to condemnation appraisal assignments completed in the last five (5) years (unless written justification is provided as outlined on the following page).	
*Achieve an acceptable score, as determined by PennDOT for each of the three (3) client references regarding past performance.	

****If you have held the title of Right of Way Administrator I, II, or III, Real Estate Appraisal Reviewer, Real Estate Appraiser Supervisor, or a similar position requiring the supervision of appraisers or review of appraisals, the Department may exempt you from these requirements. The exempted individual(s) must document an ability and understanding to perform this category of appraisals.***

- c. **Appraisers will not be qualified for any category of work in which they fail to meet these requirements.**

***CLIENT REFERENCE SURVEYS**

- a. **General.** As part of the response to this ITQ, appraisers requesting qualification for Category 2 assignments are required to submit three (3) client reference surveys. Appraisers must designate the name of the clients who will supply reference surveys on the application included in Exhibit "C," and must forward to each such client a blank copy of the four- (4)-page client reference survey, **with instructions**, included in Exhibit "C." The contents of client

reference surveys are considered public information and will not be kept confidential.

b. **Requirements.** The three (3) client reference surveys must comply with the following:

- i. The surveys must be from three (3) separate condemnation appraisal assignments completed within the last five (5) years that meet the requirements of Category 2;
- ii. Three (3) separate clients must complete the surveys unless written justification is supplied explaining why this cannot be done, e.g. the Appraiser did not complete assignments for more than one or two clients;
- iii. If the Appraiser performed a condemnation appraisal assignment for the Department within the last five (5) years that meets the requirements of Category 2, then a Department Engineering District must be one of the clients designated to supply a reference survey;
- iv. If the Appraiser performed a condemnation appraisal involving a partial taking within the last five (5) years that meets the requirements of Category 2, one of the assignments for which a client reference survey is supplied must have involved a partial taking; and
- v. If the Appraiser performed a condemnation appraisal involving more than one approach to value within the past five (5) years meeting the requirements of Category 2, one of the assignments for which a client reference survey is supplied must have involved more than one approach to value.

c. **Same appraisal assignment.** Any or all of these criteria may be met by use of the same appraisal assignment e.g., an appraisal meeting the requirements of Category 2 for the Department involving a partial taking and more than one approach to value, or an assignment for another party involving a partial taking and more than one approach to value.

d. **Clients must complete surveys independently.** Clients must complete client reference surveys **independently** from the appraiser and return the completed surveys DIRECTLY to the Contracting Officer as listed on the survey form.

Award contingent on receipt of surveys. Client reference surveys **MUST BE RECEIVED** before the Department's awarding of a Contract.

Appraisers will not be qualified until the Department receives the mandated client reference surveys. If the Department does not receive the Client Reference Surveys the Appraiser will be evaluated for qualification under the open enrollment process upon receipt of all required information.

13. PROCEDURES FOR ACQUIRING SERVICES FROM QUALIFIED APPRAISERS

a. ORDERING PROCEDURES (Appraisal Services anticipated to cost \$0 - \$10,000.00)

For Appraisal Services anticipated to cost \$0—\$10,000.00, the Department will prepare an APA. The Department will contact any appraiser from the list of prequalified appraisers under this ITQ who is qualified for the category of appraisal assignment and has expressed an interest in the county where the property is located, or has check marked all counties. If there are no qualified appraisers in the county in which the property is located, the Department reserves the right to solicit interest from a qualified appraiser outside of that county. The Appraiser will submit a quote signed by an authorized representative. The Department will issue a PO or other purchasing document compatible with the Commonwealth's most current software system providing authorization for work as agreed upon.

b. ORDERING PROCEDURES (Appraisal Services anticipated to cost \$5,000.01—\$10,000.00)

i. Low Quote Option:

For Appraisal Services anticipated to cost \$5,000.01—\$10,000.00, the Department may choose to award the contract based upon low quote when the Department determines that it is in its best interest to do so. The Department will prepare an APA and solicit via telephone, FAX or e-mail a minimum of three (3) appraisers from the list of prequalified appraisers under this ITQ who are qualified for the category of appraisal assignment and have indicated an interest in providing appraisal services in the county where the property is located or has check marked all counties. If available, one of the three (3) appraisers shall be a DGS-certified SDB/VBE, if 100% state funded. In counties where there are less than three (3) qualified appraisers, other prequalified appraisers may be invited to submit a quote. The Department may hold a pre-quote meeting, if deemed appropriate. Prequalified appraisers who have been contacted by the Department may submit a quote signed by an authorized representative, within the specified time period. The Department will award to the lowest responsive and responsible appraiser.

OR

ii. Best Value Option:

For Appraisal Services anticipated to cost \$5,000.01—\$10,000.00, the Department may choose to award the contract based upon best value criteria when the Department determines that it is in its best interest to do so. The Department will prepare an APA that will include the best value criteria that will be applied and detail what information will be required in the quote. For the purposes of this paragraph (2), “best value” refers to the process of selecting the quote which provides the greatest values to the Department based on evaluating and comparing all pertinent criteria, which may include cost, so that the overall combination which best suits the Department’s needs is selected. Best value criteria may include, but is not limited to, such evaluation criteria as cost, ability to meet the requirements of the APA based upon prior experience with the subject matter of the appraisal, prior experience with the Department in meeting time requirements, prior performance in delivering quality products, and prior performance in litigation. The Department will solicit a minimum of three (3) appraisers from the list of prequalified appraisers under this ITQ who are qualified for the category of appraisal assignment and have indicated an interest in providing appraisal services in the county where the property is located or have check marked all counties. If available, one of the three (3) appraisers shall be a DGS-certified SDB/VBE, if 100% state funded. In counties where there are less than three (3) qualified appraisers, other prequalified appraisers may be invited to submit a quote. The Department may hold a pre-quote meeting, if deemed appropriate. Prequalified appraisers who have been contacted by the Department may submit a sealed quote, signed by an authorized representative, within the specified time period. The Department will award to the Appraiser whose quote best meets the Department’s evaluation criteria to provide the needed appraisal service.

c. ORDERING PROCEDURES (Appraisal Services anticipated to cost \$10,000.01 and above)

i. Low Quote Option:

For Appraisal Services anticipated to cost \$10,000.01 and above, the Department may choose to award the contract based upon low quote when the Department determines that it is in its best interest to do so. The Department will prepare an APA and contact all appraisers from the list of prequalified appraisers under this ITQ who are qualified for the category of appraisal assignment and have indicated an interest in providing appraisal services in the county where the property is located or have check marked all counties. In counties where there are less than five (5) qualified appraisers, other prequalified appraisers may be invited to submit a quote. This contact will be by facsimile transmission or e-mail to determine if appraisers are interested in submitting a quote on the particular assignment. Those appraisers responding to this solicitation of

interest indicating an interest in providing a quote on a particular assignment will be forwarded a request for quotes package indicating the specifics of the assignment. The Department may hold a pre-quote meeting, if deemed appropriate. Prequalified appraisers who have been forwarded a package by the Department may submit a sealed quote, signed by an authorized representative, within the specified time period. The Department will award to the lowest responsive and responsible appraiser.

1. If an appraiser fails to submit a quote for three (3) consecutive assignments for which the appraiser has requested a quote package in a particular engineering district, the Department will not notify the appraiser of future assignments in the engineering district. The Department will resume notifying the appraiser of future assignments in the engineering district when the appraiser satisfactorily justifies to the Department, in writing, the reason for seeking packages but not submitting quotes.

OR

ii. Best Value Option:

For Appraisal Services anticipated to cost \$10,000.01 and above, the Department may choose to award the contract based upon best value criteria when the Department determines that it is in its best interest to do so. The Department will prepare an APA that will include the best value criteria that will be applied and detail what information is required in the quote. For the purposes of this paragraph (2), “best value” refers to the process of selecting the quote which provides the greatest values to the Department based on evaluating and comparing all pertinent criteria, which may include cost, so that the overall combination which best suits the Department’s needs is selected. Best value criteria may include, but is not limited to, such evaluation criteria as cost, ability to meet the requirements of the APA based upon prior experience with the subject matter of the appraisal, prior experience with the Department in meeting time requirements, prior performance in delivering quality products, and prior performance in litigation. The Department will contact all appraisers from the list of prequalified appraisers under this ITQ who are qualified for the category of appraisal assignment and have indicated an interest in providing appraisal services in the county where the property is located or have check marked all counties. In counties where there are less than five

(5) qualified appraisers, other prequalified appraisers may be invited to submit a quote. This contact will be by facsimile transmission or e-mail to determine if appraisers are interested in submitting a quote on the particular assignment. Those prequalified appraisers responding to this solicitation of interest indicating an interest in providing a quote on a particular assignment will be forwarded a request for quotes package indicating the specifics of the assignment. The Department may hold a pre-quote meeting, if deemed appropriate. Prequalified appraisers who have been forwarded a package by the Department may submit a sealed quote, signed by an authorized representative, within the time period specified. The Department will award to the appraiser whose quote best meets the Department's evaluation criteria to provide the needed appraisal service.

- (i) If an appraiser fails to submit a quote for three (3) consecutive assignments for which the appraiser has requested a quote package in a particular engineering district, the Department will not notify the appraiser of future assignments in the engineering district. The Department will resume notifying the appraiser of future assignments in the engineering district when the appraiser satisfactorily justifies to the Department, in writing, the reason for seeking packages but not submitting quotes.

14. REJECTION OF QUOTES/SUBMISSIONS

The Department reserves the right to reject any and all quotes and submissions received in response to a solicitation.

15. ALTERATION OF ORDERING PROCEDURES

The Department reserves the right to alter this procedure if it becomes too cumbersome and to replace it with another system which allows all approved appraisers an opportunity to submit quotes on assignments. If these procedures change, all qualified appraisers will be notified.

16. REVISIONS, UPDATES, AND SERVICES FOR LITIGATION

- a. **Award without requesting quotes.** The Department may award assignments for revisions, updates, and services for litigation to the Appraiser who previously

prepared a fair market value report, without requesting quotes from multiple appraisers, due to the Appraiser's unique knowledge of the property based on preparing that report.

- b. **Litigation appraisals and services for litigation.** The Department may award appraisals and services required for litigation purposes to a single appraiser, without a request for quotes from multiple appraisers, upon the recommendation of the Office of Chief Counsel.

17. PURCHASE ORDER OR OTHER PURCHASING DOCUMENT

- a. **Issuance of PO.** When the Department has selected an appraiser to perform a specific assignment, the Department will issue a PO, or other purchasing document compatible with the Commonwealth's most current procurement system, against the Contract to obtain the services.
- b. **Authority to provide services.** This PO or other purchasing document shall constitute authority to furnish the services set forth in the appropriate quote and shall be used in combination with the appropriate quote when invoicing the Department for services provided.
- c. **Terms of ITQ and APA incorporated.** Each PO or other purchasing document shall incorporate the terms and conditions set forth in the ITQ, the APA or other solicitation document.
- d. **Time extensions.** Extensions to the time within which an assignment must be completed and submitted may be granted by written permission of the Department. A change order to the PO or other purchasing document must be entered in the system.
- e. **Work cannot begin until PO fully executed.** An Appraiser shall not begin work without a fully executed PO or other purchasing document in place, except as set forth under Section 26, "Emergency Situations." **The Department will not pay an Appraiser for any services performed without a fully executed PO or other purchasing document in place.**

18. EMERGENCY SITUATIONS

- a. **Emergency process.** When an emergency situation occurs which requires the Department to obtain appraisal services immediately, the process shall be as follows:
 - i. Appropriate Department personnel, via e-mail, will request quotes from at least three (3) Appraisers qualified to perform the assignment;

- ii. Appraisers, via e-mail, shall submit quotes to the appropriate Department personnel;
- iii. Appropriate Department personnel will provide the successful Appraiser a verbal notification to proceed to provide the required services; and
- iv. The Department, upon receipt and acceptance of the emergency services and receipt of a corresponding invoice, will prepare and process the appropriate document for payment.

b. An emergency exists when:

- i. there is a threat to public health, welfare or safety;
- ii. circumstances outside the control of the agency creates an urgency of need which does not permit the delay involved in using more formal competitive methods; or
- iii. the Governor has declared a state of emergency.

19. INVOICING

In order to facilitate prompt processing and payment of invoices the Appraiser will do the following:

- 1) Appraiser will furnish a Confirmation of Service Form (Exhibit G) and submit to the office that issued the Purchase Order or other purchase document;
- 2) Appraiser will furnish an original invoice to the Comptroller's Office at the address listed on the Purchase Order; and
- 3) The total cost on the invoice should match the total cost on the Confirmation of Services Form.

20. INVITATION TO QUALIFY SUBMISSION/DUE DATE

- a. Initial deadline. The initial submission deadline for this ITQ is 4:30 PM, June 18, 2008. It is in the best interest of all appraisers to submit the required information by the initial submission date in order to qualify for the full contract period.
- b. All other applications. Additional qualification applications will be accepted after June 18, 2008, and the Department will make every effort to process additional qualification applications within 90 days after receipt.
- c. Response Delivery Location. Responses MUST be delivered or mailed to the Bureau of Office Services, 5th Floor Information Desk at the Department's Commonwealth Keystone Building offices. To be considered for work during the initial enrollment period, all required documentation must be received at the address below no later than 4:30 PM, June 18, 2008. Responses being sent through the mail are to be addressed as follows:

Bureau of Office Services (ITQ #357I01)
PA Department of Transportation
Attn: Jodi Wilson
Commonwealth Keystone Building, 400 North Street—5th Floor
Harrisburg, PA 17120-0041

21. INSTRUCTIONS FOR COMPLETION OF APPLICATION SUBMISSION:

Applicants are to follow the instructions for completion of application submission below.

- a. **General.** Your submitted response must be completed on the documents provided and must include the completed ITQ Signature Page, Exhibit "C" (Qualification Application, Category the Appraiser is applying for and Location of Service sheet), and Exhibit I (Worker Protection and Investment Certification Form). ALL Exhibits, except for Exhibit "D" and Exhibit "E," must also be returned. Use Exhibit "E" only to make changes once an Appraiser is awarded a contract. Make a copy of all documents for your records.
- b. **Print or type information.** Except for signatures, please print legibly or type all required information.
- c. **Errors.** The Appraiser's authorized signatory must initial and date any error made while completing information.
- d. **Altering of forms or exhibits prohibited.** Do not alter the form or its exhibits. Adding anything other than information specifically required by the Department may be interpreted as an Appraiser "conditioning" the ITQ which may cause the ITQ to be rejected by the Department.

22. HOW TO COMPLETE THE ITQ SIGNATURE SHEET:

- a. **Signature.** The Appraiser's signature shall be in ink. If any information is handwritten or changed in any manner, the Appraiser's authorized signatory must date and initial where indicated on the ITQ Signature Page.
- b. **Full name and address.** Complete the Company Name and Address. If sole proprietorship doing business as (d/b/a) or trading as (t/a) another name, indicate such, for example:

John Q. Brown d/b/a or t/a
Brown's Appraisal Service

- c. **Additional requirements.** Indicate whether or not you are a Disadvantaged Enterprise certified by PennDOT or a Small Diverse Business (SDB) or Veteran Business Entity (VBE) certified with the State of Pennsylvania.

Complete the Appraiser's Contact Person, Phone Number, FAX Number, Federal Identification Number or Social Security Number, Required E-Mail Address, Vendor Number, and the Appraiser's signature blocks.

- i. An appraiser cannot provide both a Federal Identification number and a Social Security Number.
 1. Use of a social security number or a federal identification number depends on which number is used to file income taxes.
 - ii. If applicable, provide information regarding disadvantaged business enterprise and/or SDB/VBE status.
- d. **Appropriate signatures required.** The ITQ may be rejected if not signed by an individual(s) authorized to contractually bind the organization.
 - i. For Corporations: Chairman, President, Vice President, Senior Vice President, Executive Vice President, Assistant Vice President, CEO, or COO.
 - ii. For Partnerships: General Partner.
 - (i) If general partner is a corporation, then follow directions for corporations.
 - (ii) If general partner is a limited liability company, then follow the directions for Limited Liability Company.
 - iii. For Sole Proprietorships: Owner.
 - iv. Limited Liability Company: Member or a Manager.
- e. **Delegation of signature authority.** If signature authority has been delegated by any of the above principals to another person, a copy of the delegation signed by the required principal delegating that signature authority to that specific individual must be provided prior to execution of the contract. For a corporation, the delegation document must be either a resolution of the board of directors or delegation provided by corporate by-laws.

23. INQUIRIES:

Appraisers are to direct all questions (technical and/or administrative) to the Contracting Officer listed on the Cover Page of this ITQ. **All written questions received by 4:30 PM, April 30, 2008, will be answered in writing and mailed to all Appraisers receiving an ITQ package. Appraisers are encouraged to review this entire package and forward questions prior to the time and date stated above to be qualified during the initial enrollment period.** Please include your name, telephone number, fax number and company name (if applicable) in the event clarification on any question submitted is required. After April 30, 2008, questions are to be directed to the Contracting Officer, **or his designee or successor.** This person must be the **sole** point of contact for all questions. Directing questions or discussing this ITQ with any other Department employee may jeopardize the status of your qualification.

Table of Contents

SECTION-1-CON.....	2
1.1 RFP-005.1 Type of Contract (Oct 2006)	2
1.2 CONTRACT-001.1a Contract Terms and Conditions (Nov 30 2006)	2
1.3 CONTRACT-002.1d Term of Contract – Contract (March 2007)	2
1.4 CONTRACT-002.3 Extension of Contract Term (Nov 30 2006)	2
1.5 CONTRACT-003.1B Signatures – Contract - Stand Alone (July 2015).....	2
1.6 CONTRACT-004.1a Definitions (Oct 2013)	3
1.7 CONTRACT-004.2 Defintions (February 2024).....	3
1.8 CONTRACT-005.1b Agency Purchase Orders (Oct 2013)	4
1.9 CONTRACT-006.1 Independent Prime Contractor (Oct 2006).....	4
1.10 CONTRACT-007.01b Delivery of Services (Nov 30 2006)	4
1.11 CONTRACT-007.02 Estimated Quantities (Nov 30 2006).....	4
1.12 CONTRACT-008.1a Warranty (Oct 2006)	5
1.13 CONTRACT-009.1c Patent, Copyright, and Trademark Indemnity (Oct 2013)	5
1.14 CONTRACT-009.1d Ownership Rights (Oct 2006)	5
1.15 CONTRACT-010.1a Acceptance (Oct 2006).....	6
1.16 CONTRACT-011.1a Compliance With Law (Oct 2006).....	6
1.17 CONTRACT-013.1 Environmental Provisions (Oct 2006).....	6
1.18 CONTRACT-014.1 Post-Consumer Recycled Content (June 2016)	6
1.19 CONTRACT-014.3 Recycled Content Enforcement (Feb 2009).....	6
1.20 CONTRACT-015.1A Compensation/Expenses (May 2008)	6
1.21 CONTRACT-015.2 Billing Requirements (July 2021).....	6
1.22 CONTRACT-016.1 Payment (Oct 2006)	7
1.23 CONTRACT-016.2 Automated Clearing House (ACH) Payments (February 2024)	7
1.24 CONTRACT-017.1 Taxes (Dec 5 2006).....	8
1.25 CONTRACT-018.1 Assignment of Antitrust Claims (Oct 2006)	8
1.26 CONTRACT-019.1 Indemnification (February 2024).....	8
1.27 CONTRACT-020.1 Audit Provisions (Oct 2006)	8
1.28 CONTRACT-021.1 Default (Oct 2013)	8
1.29 CONTRACT-022.1 Force Majeure (Oct 2006).....	10
1.30 CONTRACT-023.1a Termination Provisions (Oct 2013).....	10
1.31 CONTRACT-024.1 Contract Controversies (Oct 2011)	11
1.32 CONTRACT-025.1 Assignability and Subcontracting (Oct 2013).....	11
1.33 CONTRACT-026.1 Other Contractors (Oct 2006)	12
1.34 CONTRACT-027.1 Nondiscrimination/Sexual Harassment (February 2024).....	12
1.35 CONTRACT-028.1 Contractor Integrity (February 2024).....	13
1.36 CONTRACT-029.1 Contractor Responsibility (February 2024)	15
1.37 CONTRACT-029.2 Offset (February 2024).....	16
1.38 CONTRACT-030.1 Americans with Disabilities Act (February 2024)	16
1.39 CONTRACT-032.1 Covenant Against Contingent Fees (Oct 2006)	16
1.40 CONTRACT-033.1 Applicable Law and Forum (February 2024)	16
1.41 CONTRACT-034.1c Integration – Contract (Nov 30 2006).....	17
1.42 CONTRACT-034.3 Controlling Terms and Conditions (Aug 2011)	17
1.43 CONTRACT-035.1a Changes (Oct 2006).....	17
1.44 CONTRACT-036.1 Background Checks (January 2023)	17
1.45 CONTRACT-037.1a Confidentiality (Oct 2013)	18
1.46 CONTRACT-051.1 Notice (Dec 2006).....	19
1.47 CONTRACT-052.1 Right to Know Law (February 2024).....	19
1.48 CONTRACT-053.1 Enhanced Minimum Wage Provisions (February 2024).....	20
1.49 CONTRACT-054.1 Worker Protection and Investment (February 2024)	21
1.50 CONTRACT-055.1 Data Breach or Loss (February 2024).....	21

CONTRACT - STANDARD TERMS and CONDITIONS

1.1 RFP-005.1 Type of Contract (Oct 2006)

It is proposed that if the Issuing Office enters into a contract as a result of this RFP, it will be a contract containing the Contract Terms and Conditions as shown in Part V of this RFP. 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.

1.2 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:

1.3 CONTRACT-002.1d Term of Contract – Contract (March 2007)

- a. The term of the Contract shall begin on the Commencement Date (as defined below) and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract.
- b. The Commencement Date shall be the later of the "Valid from" date shown on the Contract output form or the Effective Date (as defined below).
- c. The Effective Date shall be the Effective Date printed on the Contract output form after the Contract has been fully executed by the Contractor and the Commonwealth (fully executed by the Commonwealth means that it has been signed and approved as required by Commonwealth contracting procedures).

1.4 CONTRACT-002.3 Extension of Contract Term (Nov 30 2006)

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

1.5 CONTRACT-003.1B Signatures – Contract - Stand Alone (July 2015)

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

The Contract may be signed in counterparts. The Contractor shall sign the Contract and return it to the Commonwealth. After the Contract is signed by the Contractor and returned to the Commonwealth, it will be processed for Commonwealth signatures and approvals. When the Contract has been signed and approved by the Commonwealth as required by Commonwealth contracting procedures, the Commonwealth shall create a Contract output form which shall: 1) clearly indicate "Fully executed" at the top of the form; 2) include a printed 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 Contract output form with this information on the Contract output form, there is no legally binding contract between the parties.

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

The Commonwealth and the Contractor specifically agree as follows:

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

1.6 CONTRACT-004.1a Definitions (Oct 2013)

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

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

1.7 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.

1.8 CONTRACT-005.1b Agency Purchase Orders (Oct 2013)

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 will not include an "ink" signature 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:

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

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

1.9 CONTRACT-006.1 Independent Prime Contractor (Oct 2006)

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

1.10 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.

1.11 CONTRACT-007.02 Estimated Quantities (Nov 30 2006)

1.12 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.

1.13 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.

1.14 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.

1.15 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.

1.16 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.

1.17 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.

1.18 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>.

1.19 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.

1.20 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.

1.21 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.

1.22 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.

1.23 CONTRACT-016.2 Automated Clearing House (ACH) Payments (February 2024)

- a. **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).
- b. **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.

c. **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.

1.24 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.

1.25 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.

1.26 CONTRACT-019.1 Indemnification (February 2024)

a. **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.

b. **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.

c. **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.

1.27 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 Contract 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.

1.28 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.

1.29 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.

1.30 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.

1.31 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.

1.32 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.

1.33 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.

1.34 CONTRACT-027.1 Nondiscrimination/Sexual Harassment (February 2024)

a. **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.

b. **Nondiscrimination/Sexual Harassment Obligations.** The Contractor shall not:

i. 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.

ii. 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.

iii. 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.

iv. 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.

v. 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.

c. **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.

d. **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.

e. **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.

f. **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.

1.35 CONTRACT-028.1 Contractor Integrity (February 2024)

a. **Definitions.** For purposes of these Contractor Integrity Provisions, the following definitions apply:

- i. "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.
- ii. "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.
- iii. "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.
- iv. "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.
- v. "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.
- vi. "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.

b. Representations and Warranties.

- i. 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.

ii. **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.

iii. **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.

iv. **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.

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

- i. maintain the highest standards of honesty and integrity.
- ii. take no action in violation of any applicable laws, regulations, or other requirements applicable to the Contractor that govern Commonwealth contracting and procurement.
- iii. 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.
- iv. 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.
- v. 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.
- vi. comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award.
- vii. 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.
- viii. 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.

d. **Investigations.** If a State Inspector General investigation is initiated, the Contractor shall:

i. 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.

ii. 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.

iii. 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.

e. **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.

f. **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.

1.36 CONTRACT-029.1 Contractor Responsibility (February 2024)

a. **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.

b. Contractor Representations.

i. 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.

ii. 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.

c. **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.

d. **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.

e. **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.

f. **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.

1.37 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.

1.38 CONTRACT-030.1 Americans with Disabilities Act (February 2024)

a. **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.

b. **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.

c. **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.

1.39 CONTRACT-032.1 Covenant Against Contingent Fees (Oct 2006)

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

1.40 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.

1.41 CONTRACT-034.1c Integration – Contract (Nov 30 2006)

This Contract, including 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.

1.42 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.

1.43 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.

1.44 CONTRACT-036.1 Background Checks (January 2023)

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 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.

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.

1.45 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.

1.46 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, 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 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.

1.47 CONTRACT-052.1 Right to Know Law (February 2024)

a. **Applicability.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this contract.

b. **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:

- i. 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
- ii. any other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this contract.

c. **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.

d. Reimbursement.

i. **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.

ii. **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.

e. **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.

f. **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.

g. **Survival.** The Contractor's obligations contained in this Section survive the termination or expiration of this contract.

1.48 CONTRACT-053.1 Enhanced Minimum Wage Provisions (February 2024)

a. **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.

b. **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.

c. **Exceptions.** These Enhanced Minimum Wage Provisions do not apply to employees

- i. Exempt from minimum wage under the Minimum Wage Act of 1968;
- ii. covered by a collective bargaining agreement;
- iii. 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
- iv. required to be paid a higher wage under any state or local policy or ordinance.

d. **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.

e. **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.

f. **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.

g. **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.

1.49 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:

- a. Construction Workplace Misclassification Act;
- b. Employment of Minors Child Labor Act;
- c. Minimum Wage Act;
- d. Prevailing Wage Act;
- e. Equal Pay Law;
- f. Employer to Pay Employment Medical Examination Fee Act;
- g. Seasonal Farm Labor Act;
- h. Wage Payment and Collection Law;
- i. Industrial Homework Law;
- j. Construction Industry Employee Verification Act;
- k. Act 102: Prohibition on Excessive Overtime in Healthcare;
- l. Apprenticeship and Training Act; and
- m. Inspection of Employment Records Law.

1.50 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*](#).

Exhibit "B"

Lobbying Certification Form

LOBBYING CERTIFICATION FORM

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, which can be found at:

https://www.epa.gov/sites/default/files/2020-06/documents/sflll_1_2-v1.2_fill-sign.pdf

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under *Section 1352, Title 31, U. S. Code*. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than **\$100,000** for such failure.

SIGNATURE: _____

TITLE: _____ DATE: _____

Federal Provisions

AUDIT CLAUSE TO BE USED IN AGREEMENTS WITH SUBRECIPIENTS RECEIVING FEDERAL AWARDS FROM THE COMMONWEALTH

The [NAME OF SUBRECIPIENT] must comply with all applicable federal and state grant requirements including *The Single Audit Act Amendments of 1996*; *2 CFR Part 200 as amended*; and any other applicable law or regulation, and any amendment to such other applicable law or regulation that may be enacted or promulgated by the federal government.

If the [NAME OF SUBRECIPIENT] is a local government or non-profit organization that expends \$750,000 or more in federal awards during its fiscal year, the [NAME OF SUBRECIPIENT] is required to provide the appropriate single or program specific audit in accordance with the provisions outlined in *2 CFR Part 200.501*.

If the [NAME OF SUBRECIPIENT] expends total federal awards of less than the threshold established by *2 CFR 200.501*, it is exempt from federal audit requirements for that year, but records must be available for review or audit by appropriate officials (or designees) of the federal agency, pass-through entity, and Government Accountability Office (GAO).

If the [NAME OF SUBRECIPIENT] is a for-profit entity, it is not subject to the auditing and reporting requirements of *2 CFR Part 200, Subpart F - Audit Requirements (Subpart F)*. However, the pass-through commonwealth agency is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The contract with the for-profit subrecipient should describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the contract and post-award audits. The post-award audits may be in the form of a financial audit in accordance with *Government Auditing Standards*, a single audit report or program-specific audit report in accordance with *Subpart F*. However, these post-award audits must be submitted directly to the affected commonwealth agency that provided the funding. Only single audit reports for local governmental and non-profit subrecipients are electronically submitted to the Federal Audit Clearinghouse.

ADDITIONAL POTENTIAL COMPONENTS OF THE SINGLE AUDIT REPORTING PACKAGE

In instances where a federal program-specific audit guide is available, the audit report package for a program-specific audit may be different and should be prepared in accordance with the appropriate audit guide, *Government Auditing Standards*, and *Subpart F*.

In addition to the requirements of *Subpart F*, commonwealth agencies may require that the single audit reporting packages include additional components in the SEFA, or supplemental schedules, as identified through the respective grant agreement.

SUBMISSION OF THE AUDIT REPORT

The [NAME OF SUBRECIPIENT] must submit an electronic copy of the audit report package to the Federal Audit Clearinghouse, which shall include the elements outlined in *Subpart F*.

SUBMISSION OF THE FEDERAL AUDIT CLEARINGHOUSE CONFIRMATION

The subrecipients must send a copy of the confirmation from the Federal Audit Clearinghouse to the resource account RA-BOASingleAudit@pa.gov .

AUDIT OVERSIGHT PROVISIONS.

The [NAME OF SUBRECIPIENT] is responsible for obtaining the necessary audit and securing the services of a certified public accountant or independent governmental auditor.

The commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial or performance nature, if deemed necessary by commonwealth or federal agencies. Any such additional audit work will rely on work already performed by the [NAME OF SUBRECIPIENT]'s auditor and the costs for any additional work performed by the federal or state agencies will be borne by those agencies at no additional expense to the [NAME OF SUBRECIPIENT].

Audit documentation and audit reports must be retained by the [NAME OF SUBRECIPIENT]'s auditor for a minimum of five years from the date of issuance of the audit report, unless the [NAME OF SUBRECIPIENT]'s auditor is notified in writing by the commonwealth, the cognizant federal agency for audit, or the oversight federal agency for audit to extend the retention period. Audit documentation will be made available upon request to authorized representatives of the commonwealth, the cognizant federal agency for audit, the oversight federal agency for audit, the federal funding agency, or the GAO.

**FEDERAL NONDISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY CLAUSES
(All Federal Aid Contracts)* (1-76)**

1. **Selection of Labor:** During the performance of this contract, the contractor shall not discriminate against labor from any other State, possession or territory of the United States.
2. **Employment Practices:** During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the State highway department setting forth the provisions of this nondiscrimination clause.
 - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State highway department advising the said labor union or workers' representative of the contractors commitments under section 2 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.
 - e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Federal Highway Administration and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
 - g. The contractor will include the provisions of Section 2 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the State highway department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Federal Highway Administration, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
3. **Selection of Subcontractors, Procurement of Materials, and Leasing of Equipment:** During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- a. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations) which are herein incorporated by reference and made a part of this contract.
- b. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in the Regulations.
- c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontract or supplier shall be notified by the contract of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex or national origin.
- d. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State highway department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State highway department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State highway department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (1) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (2) cancellation, termination or suspension of the contract, in whole or in part.
- f. Incorporation of Provisions: The contractor shall include the provisions of this paragraph 3 in every subcontract, including procurements of materials and leases of equipment, unless except by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as the State highway department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State highway department or enter into such litigation to protect the interest of the State, and , in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Wherever hereinabove the word "contractor" is used, it shall also include the word engineer, consultant, researcher, or other entity (governmental, corporate, or otherwise), its successors and assigns as may be appropriate.

*Not to be used if otherwise included in Construction or Appalachian Contract Provisions.

Federal Funding Accountability and Transparency Act Subrecipient Agreement Requirements

The terms "subrecipient, subgrantee, and subawardee" used in the following pages and the agreement to which this document is attached shall mean the party that is the recipient of federal funds under the agreement to which this document is attached.

1. Registration and Identification Information

Subrecipient must maintain current full registration that permits their entity registration to appear in a public search in the System for Award Management or SAM (www.SAM.gov) at all times during which they have active federal awards funded pursuant to this agreement. A Unique Entity Identifier (UEI) is issued upon registration in SAM.gov.

Subrecipient must provide its assigned UEI to the Commonwealth of Pennsylvania (Commonwealth) along with Subrecipient's return of the signed agreement. The Commonwealth will not process this agreement until such time that Subrecipient provides this information.

2. Primary Location

Subrecipient must provide to the Commonwealth the primary location of performance under the award, including the city, State, and zip+4. If performance is to occur in multiple locations, then Subrecipient must list the location where the most amount of the award is to be expended pursuant to this agreement.

Subrecipient must provide this information to the Commonwealth along with Subrecipient's return of the signed agreement. The Commonwealth will not process this agreement until such time that Subrecipient provides this information.

3. Compensation of Officers

Subrecipient must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity **if—**

1. the entity in the preceding fiscal year received—
 - a. 80 percent or more of its annual gross revenues in Federal awards; and
 - b. \$25,000,000 or more in annual gross revenues from Federal awards; and
2. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under *section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).*

If Subrecipient does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Subrecipient. Subrecipient must provide information responding to this question along with Subrecipient's return of the signed agreement. The Commonwealth will not process this agreement until such time that Subrecipient provides such information responding to this question.

Federal Funding Accountability and Transparency Act Subrecipient Data Sheet

The Subgrantee must complete Federal Funding Accountability and Transparency Act Subrecipient Data Sheet (FFATA Sheet) attached here. The FFATA Sheet is to be completed and incorporated as part of this agreement.

Failure to provide accurate information for the Subgrantee named as a party to this agreement or to complete the FFATA Sheet will cause the inability of the Commonwealth of Pennsylvania (Commonwealth) to process this agreement and resulting in delay or loss of funds to the Subgrantee. The Subgrantee's documentation will be considered incomplete until such time that Subgrantee provides accurate FFATA information.

- (a) Registration and Identification Information – The Subgrantee must maintain a current full registration that permits their entity registration to appear in a public search in the System for Award Management or SAM (www.SAM.gov) at all times during which they have active federal awards funded pursuant to this agreement. A Unique Entity Identifier (UEI) is issued upon registration in SAM.gov. Subgrantee must provide its UEI, to the Commonwealth along with the signed agreement.
- (b) Primary Location - Subgrantee must provide to the Commonwealth the primary location of performance under the award, including the city, State, and zip+4. If performance is to occur in multiple locations, then Subgrantee must list the location where the most amount of the award is to be expended pursuant to this agreement.
- (c) Compensation of Officers - Subgrantee must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity **if**-
 - 1. the entity in the preceding fiscal year received—
 - a. 80 percent or more of its annual gross revenues in Federal awards; **and**
 - b. \$25,000,000 or more in annual gross revenues from Federal awards; **and**
 - 2. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under *section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).*

If the Subgrantee does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Subgrantee. Subgrantee must provide information responding to this question along with Subgrantee's return of the signed agreement. The Commonwealth will not process this agreement until such time that Subgrantee provides such information responding to this question.

Federal Funding Accountability and Transparency Act Subrecipient Data Sheet

Subrecipient must provide information along with Subrecipient's return of the signed agreement. The Commonwealth will not process the agreement until such time that Subrecipient provides such information.

REGISTRATION AND IDENTIFICATION INFORMATION

Unique Entity Identifier (UEI):

[INSTRUCTIONS: Subrecipient must provide its assigned UEI. Subrecipient must maintain current registration that permits their entity registration to appear in a public search in SAM (www.SAM.gov) at all times during which they have active federal awards funded pursuant to this agreement. A UEI is issued upon registration in SAM.gov.]

PRIMARY LOCATION

City:

State:

Zip+4:

[INSTRUCTIONS: Subrecipient must provide to the Commonwealth the primary location of performance under the award, including the city, State, and zip code including 4-digit extension. If performance is to occur in multiple locations, then Subrecipient must list the location where the most amount of the award is to be expended pursuant to the agreement.]

COMPENSATION OF OFFICERS

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

By marking the following box
Subrecipient affirms they do not
meet the conditions for reporting
highly compensated officials

[INSTRUCTIONS: Subrecipient must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity **if** --

- the entity in the preceding fiscal year received—
 - 80 percent or more of its annual gross revenues in Federal awards; **and**
 - \$25,000,000 or more in annual gross revenues from Federal awards; **and**
- the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under *section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).*
If the Subrecipient does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Subrecipient.

The United States Department of Transportation (USDOT)
Standard Title VI/Non-Discrimination Assurances
DOT Order No. 1050.2A

The Subrecipient (herein referred to as the “Recipient”), **hereby agrees that**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through its various operating administrations and bureaus, which include but are not limited to, the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), Federal Aviation Administration (FAA), Office of the Secretary, National Highway Traffic Safety Administration, and Federal Motor Carrier Safety Administration (FMCSA), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964); and
- 49 C.F.R. part 303 (FMCSA’s Title VI/Nondiscrimination Regulation).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, "for which the Recipient receives Federal financial assistance from DOT, including, but not limited to, the FHWA, FTA, FAA, Office of the Secretary, National Highway Traffic and Safety Administration, and the FMCSA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non• discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted program that is the subject of this Agreement.

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the federally-assisted transportation program and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

- b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- 8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
- 9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
- 10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the federal agencies' access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the federal agencies. You must keep records, reports, and submit the material for review upon request to the federal agencies, or their designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the federally-assisted program. This ASSURANCE is binding on the Commonwealth of Pennsylvania, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the federally-assisted program. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation (U.S. DOT), through its various operating administrations and bureaus, which include but are not limited to, the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), Federal Aviation Administration (FAA), Office of the Secretary, National Highway Traffic Safety Administration, and Federal Motor Carrier Safety Administration (FMCSA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the U.S. DOT, through its various operating administrations and bureaus, which include but are not limited to, the FHWA, FTA, FAA, Office of the Secretary, National Highway Traffic Safety Administration, and FMCSA, to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the U.S. DOT, through its various operating administrations and bureaus, which include but are not limited to, the FHWA, FTA, FAA, Office of the Secretary, National Highway Traffic Safety Administration, and FMCSA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non• discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the U.S. DOT, through its various operating administrations and bureaus, which include but are not limited to, the FHWA, FTA, FAA, Office of the Secretary, National Highway Traffic Safety Administration, and FMCSA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the U.S. DOT, through its various operating administrations and bureaus, which include but are not limited to, the FHWA, FTA, FAA, Office of the Secretary, National Highway Traffic Safety Administration, and FMCSA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Commonwealth of Pennsylvania, Department of Transportation will accept title to the lands and maintain the project constructed thereon in accordance with the Legislative Authority applicable under this Agreement, the Regulations for the Administration of the federally-assisted program, and the policies and procedures prescribed by the U.S. Department of Transportation's its various operating administrations and bureaus, which include but are not limited to, the FHWA, FTA, FAA, Office of the Secretary, National Highway Traffic Safety Administration, and FMCSA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Commonwealth of Pennsylvania, Department of Transportation, all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the Commonwealth of Pennsylvania, Department of Transportation and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the the Commonwealth of Pennsylvania, Department of Transportation, its successors and assigns.

The the Commonwealth of Pennsylvania, Department of Transportation, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Commonwealth of Pennsylvania, Department of Transportation will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be

amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Commonwealth of Pennsylvania, Department of Transportation pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the Commonwealth of Pennsylvania, Department of Transportation will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Commonwealth of Pennsylvania, Department of Transportation will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Commonwealth of Pennsylvania, Department of Transportation and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the Commonwealth of Pennsylvania, Department of Transportation pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the Commonwealth of Pennsylvania, Department of Transportation will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the Commonwealth of Pennsylvania, Department of Transportation will there upon revert to and vest in and become the absolute property of the Commonwealth of Pennsylvania, Department of Transportation and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

EXHIBIT “C” QUALIFICATION APPLICATION

Company Name: _____ FID. or SS. No.: _____
(As shown on ITQ Signature Page)

Vendor No.: _____

Appraiser must complete separate applications (this Exhibit C) for each appraiser for whom qualification status is being pursued. Make additional copies as needed for each appraiser seeking to be qualified under this contract.

-----FOR PennDOT USE ONLY-----

Appraiser's Name	Category 1				Category 2			
	Q	N	P	Did not apply	Q	N	P	Did not apply

Please check all categories for which qualification status is being pursued by this appraiser:

_____ Category 1, (Complete Category 1 Sheet)

_____ Category 2, (Complete Category 2 Sheet)

If applying for Category 2, list names of companies to whom Client Reference Surveys were sent from this appraiser:

Category 2:

Category 2:

Category 2:

I certify that the above statements and those on any attachment are true and complete and that I will not accept appraisal assignments from the Department concerning properties in which I have an undisclosed past, present or contemplated interest.

Appraiser's Signature

Date

EXHIBIT “C”
CATEGORY 1
COMPLETE THESE QUESTIONS IF APPLYING FOR CATEGORY 1

Company Name: _____ **FID or SS No.** _____
(As shown on ITQ Signature Page) **Vendor No.:** _____

Appraiser's Name: _____

No.	Question	Circle One	
		YES	NO
1.	Do you have a current Pennsylvania Appraiser Certificate? <input type="checkbox"/> General <input type="checkbox"/> Residential Pennsylvania Certification No. _____ Expiration Date _____	YES	NO
2.	Did you attach a photocopy of your current Pennsylvania Appraiser Certificate?	YES	NO
3.	Do you have an active e-mail address and the capability to conduct e-business?	YES	NO

Applicant must respond, “YES” to all questions to be qualified for this Category.

*****PennDOT USE ONLY*****

☐

- Qualified

☐

- Not Qualified

☐

- Pending

Reviewed by: _____ Date: _____

EXHIBIT “C”

CATEGORY 2

COMPLETE THESE QUESTIONS IF APPLYING FOR CATEGORY 2

Company Name: _____ FID or SS No.: _____
(As shown on ITQ Signature Page) Vendor No.: _____

Appraiser's Name: _____

No.	Question	Circle One	
1.	Do you have a current Pennsylvania Appraiser Certificate? <input type="checkbox"/> General <input type="checkbox"/> Residential Certification No. _____ Expiration Date _____	YES	NO
2.	Did you attach a photocopy of your current Pennsylvania Appraiser Certificate?	YES	NO
3.	Do you have an active e-mail address and the capability to conduct e-business?	YES	NO
4.	Do you have a minimum of five (5) years real estate appraisal experience as a certified appraiser?	YES	NO
5.	Have you completed five (5) condemnation appraisal assignments in the last five (5) years that meets the requirements of Category 2?	YES	NO
6.	Have you performed a condemnation appraisal assignment for the Department of Transportation within the last five (5) years?	YES	NO
7.	Have you performed a condemnation appraisal assignment involving a partial taking within the last five (5) years?	YES	NO
8.	Have you performed a condemnation appraisal assignment involving more than one approach to value within the past five (5) years?	YES	NO

Applicant must respond, “YES” to questions 1—5 to be qualified for this Category unless you have been exempted by the Department.

FOR PennDOT USE ONLY Client Reference Surveys		YES	NO
Were three (3) client reference surveys provided?			
Were all three (3) client reference surveys relating to condemnation appraisals?			
Were all condemnation appraisal assignments referenced in the surveys completed during the past five (5) years?			
Were all assignments referenced in the surveys different?			
Were surveys provided by three (3) separate clients or justification provided for less than 3?			
Were scores of all three (3) client reference surveys acceptable individually? SCORES: _____			
FOR PennDOT USE ONLY		N/A	YES NO
If #6 above was yes, is one of the surveys from PENNDOT?			
If #7 above was yes, is one of the assignments referenced in the surveys a partial taking?			
If #8 above was yes, did one of the assignments referenced in the surveys involve more than one approach to value?			
PENNDOT Reviewer: Any “No” checked above will result in disqualification of applicant.			
PennDOT USE ONLY			
<div><input type="checkbox"/> - Qualified <input type="checkbox"/> - Not Qualified <input type="checkbox"/> - Pending</div> <div>Reviewed by: _____ Date: _____</div>			

EXHIBIT “C”

**COMPLETE THESE QUESTIONS IF YOU HAVE HELD THE TITLE OF
RIGHT OF WAY ADMINISTRATOR I, II, OR III, REAL ESTATE APPRAISAL
REVIEWER, REAL ESTATE APPRAISER SUPERVISOR, OR A SIMILAR
POSITION REQUIRING THE SUPERVISION OF APPRAISERS OR REVIEW
OF APPRAISALS.**

Name: _____ **FID or SS No.** _____
 (As shown on ITQ Signature Page) **Vendor No.:** _____

No.	Question	Circle One	
1.	Do you have a current Pennsylvania Appraiser Certificate? <input type="checkbox"/> General <input type="checkbox"/> Residential Certification No. _____ Expiration Date _____	YES	NO
2.	Did you attach a photocopy of your current Pennsylvania Appraiser Certificate?	YES	NO
3.	Do you have an active e-mail address and the capability to conduct e-business?	YES	NO
4.	Do you have a minimum of two (2) years experience as a Right of Way Administrator I, II, or III, Real Estate Appraisal Reviewer, Real Estate Appraiser Supervisor, or a similar position requiring the supervision of appraisers or review of appraisals?	YES	NO
5.	Within the last two (2) years, have you written or reviewed appraisals or supervised appraisers who have written complex condemnation appraisal reports involving Before and After Valuations with indications of severance and/or depreciation, or an uneconomic remnant remainder?	YES	NO
6.	Have you submitted a resume that documents your education and experience?	YES	NO

Applicant must respond, “YES” to questions 1—3 to be qualified to perform Category 1 appraisal services.
Applicant must respond, “YES” to questions 1—6 to perform Category 2 appraisal services.

FOR PennDOT USE ONLY		YES	N/A	NO
Did the applicant answer, “YES” to questions 1—3 only? If so, applicant will be qualified to perform Category 1 appraisal services.				
Did the applicant answer, “YES” to questions 1—6? If so, and resume documents education and experience, applicant will be qualified to perform Category 2 appraisal services.				
PennDOT USE ONLY				
Category 1 Appraisal Services	<input type="checkbox"/> - Qualified <input type="checkbox"/> - Not Qualified <input type="checkbox"/> - Pending	Reviewed by: _____ Date: _____		
Category 2 Appraisal Services	<input type="checkbox"/> - Qualified <input type="checkbox"/> - Not Qualified <input type="checkbox"/> - Pending	Reviewed by: _____ Date: _____		

EXHIBIT “C” LOCATION OF SERVICE

COMPANY NAME: _____ FID OR SS NO: _____
 (As shown on ITQ Signature Page) Vendor No.: _____

APPRAISER’S NAME: _____

Instructions: Appraisers must complete the following page by circling each and every category for which they are applying in each county of interest. For a description of the categories, see Page 2 of Exhibit A. A map of the Commonwealth of Pennsylvania and its 67 counties is found on the back of this page. Do not write in shaded areas.

Please circle the Category(s) for each county in which you are applying in the chart below:

COUNTY			CATEGORY			COUNTY			CATEGORY		
01	081	Adams	1		2	35	042	Lackawanna	1		2
02	111	Allegheny	1		2	36	087	Lancaster	1		2
03	101	Armstrong	1		2	37	114	Lawrence	1		2
04	112	Beaver	1		2	38	088	Lebanon	1		2
05	091	Bedford	1		2	39	053	Lehigh	1		2
06	051	Berks	1		2	40	043	Luzerne	1		2
07	092	Blair	1		2	41	032	Lycoming	1		2
08	039	Bradford	1		2	42	025	McKean	1		2
09	061	Bucks	1		2	43	014	Mercer	1		2
10	102	Butler	1		2	44	027	Mifflin	1		2
11	093	Cambria	1		2	45	054	Monroe	1		2
12	024	Cameron	1		2	46	064	Montgomery	1		2
13	052	Carbon	1		2	47	033	Montour	1		2
14	021	Centre	1		2	48	055	Northampton	1		2
15	062	Chester	1		2	49	034	Northumberland	1		2
16	103	Clarion	1		2	50	089	Perry	1		2
17	022	Clearfield	1		2	51	044	Pike	1		2
18	023	Clinton	1		2	52	026	Potter	1		2
19	031	Columbia	1		2	53	056	Schuylkill	1		2
20	011	Crawford	1		2	54	035	Snyder	1		2
21	082	Cumberland	1		2	55	097	Somerset	1		2
22	085	Dauphin	1		2	56	036	Sullivan	1		2
23	063	Delaware	1		2	57	045	Susquehanna	1		2
24	028	Elk	1		2	58	037	Tioga	1		2
25	012	Erie	1		2	59	038	Union	1		2
26	121	Fayette	1		2	60	015	Venango	1		2
27	013	Forest	1		2	61	016	Warren	1		2
28	083	Franklin	1		2	62	124	Washington	1		2
29	094	Fulton	1		2	63	046	Wayne	1		2
30	122	Greene	1		2	64	125	Westmoreland	1		2
31	095	Huntingdon	1		2	65	047	Wyoming	1		2
32	104	Indiana	1		2	66	084	York	1		2
33	105	Jefferson	1		2	67	065	Philadelphia	1		2
34	029	Juniata	1		2						

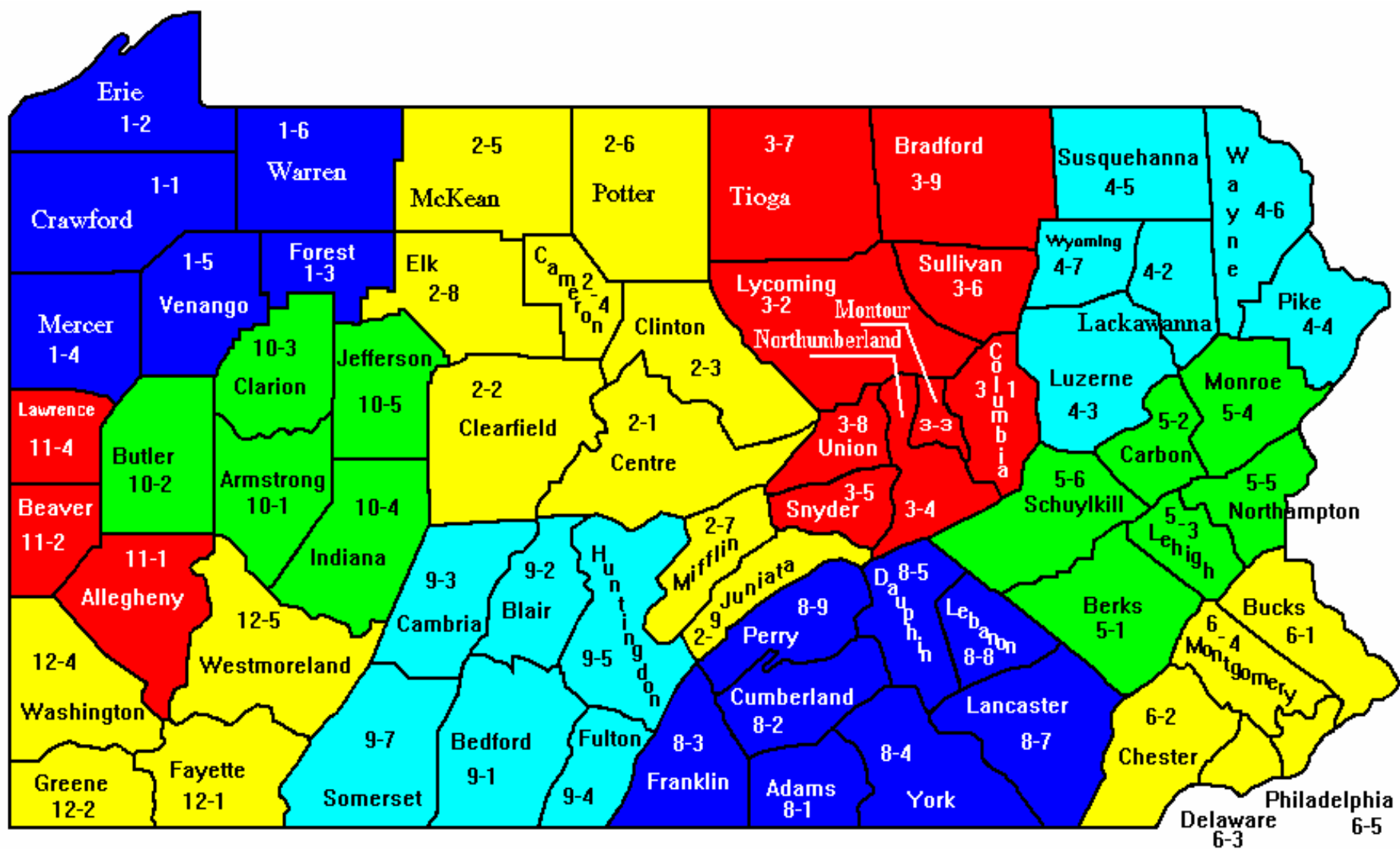


EXHIBIT C
PA DEPARTMENT OF TRANSPORTATION REAL ESTATE APPRAISAL SERVICES

CLIENT REFERENCE SURVEY

INSTRUCTIONS:

The Pennsylvania Department of Transportation is developing a statewide APPRAISAL SERVICES contract. Proposals have been received from appraisers, and you/your company was listed as a client reference. The Commonwealth will use your evaluations to help qualify the appraiser(s) who used you/your company as a client reference. The appraisers have been asked to provide each of their client reference individuals/companies with a four (4)-page blank copy of this survey form, with instructions, for you to complete and forward to the Department.

It is requested that **your organization's manager or the individual responsible for the referenced appraisal services provided** complete the form, without consultation with the appraiser who provided the service(s). Then the same person who fills out the form must sign and date the completed form. For all appraisers that qualify for APPRAISAL SERVICES, the contents of the client reference surveys will be considered public information and cannot be kept confidential.

Appraisal services being evaluated must be condemnation appraisal assignments and must have been completed within the last 5 years. Condemnation appraisal assignments as used herein refer to those appraisals performed for an entity that has the right to exercise the power of eminent domain.

The survey form has appraisal service header information and 9 questions. Appraisal service header items include project name/title, type of appraisal, brief description of appraisal assignment, and the start/end dates. Following the header information, each of the nine questions has a sliding scale for you to rate the appraiser and an area for specific comments. The number on the scale that corresponds to the performance you experienced is to be circled, and comments appropriate to each question may be added. **Comments are MANDATORY for questions 1—8 with a rating below a "7."** The following definitions are to be used for the rating values on the sliding scale:

SCORE	DESCRIPTION
10	Consistently exceeds customer expectations (more than 90% of the time)
9	Frequently exceeds customer expectations (between 50% and 90% of the time)
8	Occasionally exceeds customer expectations (between 10% and 50% of the time)
7	Meets customer expectations
6	Occasionally fails to meet customer expectations (between 10% and 25% of the time)
5/4/3	Frequently fails to meet customer expectations (between 25% and 75% of the time)
2/1/0	Consistently fails to meet customer expectations (more than 75% of the time)

For question 9, add 10 points to the score chart above to determine the appropriate score. **Comments are MANDATORY for a rating below a "14."**

To qualify, appraisers must receive a score acceptable to the Commonwealth from each client reference survey form.

Individuals/companies must complete client reference surveys **independently** from the appraisers and then return the completed surveys **DIRECTLY** to the Contracting Officer via FAX at 717-783-7971 OR to the **address below** no later than 4:30 PM, June 18, 2008 to qualify under the initial enrollment period:

PA Department of Transportation
Bureau of Office Services
Attn.: Ken Seifert (or his designee or successor)
400 North Street (5th Floor)
Harrisburg, PA 17120-0041

Failure to return the completed client reference survey by the date and time noted above will result in the evaluation of the appraiser's application being delayed.

MANDATORY CLIENT REFERENCE SURVEY REQUIREMENTS

As part of the response to this ITQ, appraisers requesting certification for Category 2 assignments are required to submit three (3) client reference surveys. **If you have held the title of Right of Way Administrator I, II, or III, Real Estate Appraisal Reviewer, Real Estate Appraiser Supervisor or a similar position requiring the supervision of appraisers or review of appraisals, you do NOT have to submit client reference surveys, but you are required to submit a resume that documents your education and experience.**

CATEGORY 2 REQUIREMENTS:
Provide three (3) client reference surveys relating to condemnation appraisal assignments completed in the last five (5) years unless written justification is provided as outlined below.
Achieve an acceptable score, as determined by PennDOT, for each of the three (3) client references regarding past performance.
Achieve an acceptable average score, as determined by PennDOT, considering all three (3) client references regarding past performances.

Appraisers must provide the name of clients who will supply references where designated on the Qualification Application Update Form and must forward to each client a blank copy of the four- (4)-page client reference survey with the instructions, included in this packet. The contents of client reference surveys are considered public information and will not be kept confidential.

The three (3) client reference surveys must be as follows:

- From three (3) separate condemnation appraisal assignments that were completed within the last five (5) years.
- Completed by three (3) separate clients unless a written justification is supplied explaining why this cannot be done, e.g. the appraiser did not complete assignments for more than one or two clients.
- If the appraiser performed a condemnation appraisal assignment for the Department of Transportation within the last five (5) years, one of the clients designated to supply a reference survey must be an engineering district of the Department.
- If the appraiser performed a condemnation appraisal involving the partial taking within the last five (5) years, one of the assignments for which a client reference survey is supplied must have involved a partial taking.
- If the appraiser performed a condemnation appraisal involving more than one approach to value within the past five (5) years, one of the assignments for which a client reference survey is supplied must have involved more than one approach to value.

Any or all of these criteria may be met by use of the same appraisal assignment, i.e. an appraisal assignment for the Department involving a partial taking and more than one approach to value, or an assignment for another party involving a partial taking and more than one approach to value.

Clients must complete client reference surveys independently from the appraiser and return the completed surveys DIRECTLY to the Contracting Officer as listed on the survey form. Client reference surveys **MUST BE RECEIVED** prior to the Department's awarding of a contract.

Appraisers will not be qualified until such time as the Department receives the mandatory client reference surveys. Appraisers should encourage their clients to submit their reference surveys as quickly as possible.

Name of Appraiser for whom
this Client Reference Survey
was completed: _____

PennDOT Use Only

Score: _____

CLIENT REFERENCE SURVEY

PROJECT HEADER INFORMATION:

Project Name/Title: _____

Brief Description of the **Condemnation** Appraisal Assignment: _____

Project Start Date (Month/Year): _____ Project End Date (Month/Year): _____
(End Date – must have been completed within the last 5 years)

Instructions: If any question does not apply, indicate “Not Applicable” in the Comments portion of that question. Briefly explain why.

1. How would you rate the quality of the appraiser’s work performed? This factor is concerned with the completeness, accuracy, neatness and technical proficiency of the work performed.

*****Note: Comments are MANDATORY for a rating below “7.” See Page 1 of the Client Reference Survey.**

0 1 2 3 4 5 6 7 8 9 10
Fails to meet customer expectations Meets customer expectations

Comments: _____

2. How would you rate the appraiser’s dependability on the assignment? This factor is concerned with the appraiser’s ability to complete the assignment within the established due dates.

*****Note: Comments are MANDATORY for a rating below “7.” See Page 1 of the Client Reference Survey.**

0 1 2 3 4 5 6 7 8 9 10
Fails to meet customer expectations Meets customer expectations

Comments: _____

3. How would you rate the appraiser’s compliance with following assignment directions and objectives? This factor is concerned with the appraiser’s performing work independently and satisfactorily after the initial assignment instructions were provided.

*****Note: Comments are MANDATORY for a rating below “7.” See Page 1 of the Client Reference Survey.**

0 1 2 3 4 5 6 7 8 9 10
Fails to meet customer expectations Meets customer expectations

Comments: _____

Name of Appraiser for whom this
Client Reference Survey was completed: _____

4. How would you rate the appraiser's performance concerning communications? This factor measures the appraiser's effectiveness in exchanging relevant information in a clear, concise and articulate manner on a timely basis.

*****Note: Comments are MANDATORY for a rating below "7." See Page 1 of the Client Reference Survey.**

0 1 2 3 4 5 6 7 8 9 10
Fails to meet customer expectations Meets customer expectations

Comments: _____

5. How would you rate the appraiser's response to questions and appraisal review memos or critiques?

*****Note: Comments are MANDATORY for a rating below "7." See Page 1 of the Client Reference Survey.**

0 1 2 3 4 5 6 7 8 9 10
Fails to meet customer expectations Meets customer expectations

Comments: _____

6. How would you rate the appraiser's compliance with established policies, Uniform Standards of Professional Appraisal Practices (USPAP) and other rules and regulations relating to the assignment?

*****Note: Comments are MANDATORY for a rating below "7." See Page 1 of the Client Reference Survey.**

0 1 2 3 4 5 6 7 8 9 10
Fails to meet customer expectations Meets customer expectations

Comments: _____

7. How would you rate the appraiser's performance in serving as an expert witness? This factor measures the appraiser's pre-trial preparation, exhibits and supportive information, communication/interaction with attorneys, and/or actual legal testimony.

*****Note: Comments are MANDATORY for a rating below "7." See Page 1 of the Client Reference Survey.**

0 1 2 3 4 5 6 7 8 9 10
Fails to meet customer expectations Meets customer expectations

Comments: _____

Name of Appraiser for whom this
Client Reference Survey was completed: _____

8. How would you rate the appraiser's performance on providing adequate resources needed for the appraisal assignment?

*****Note: Comments are MANDATORY for a rating below "7." See Page 1 of the Client Reference Survey.**

0 1 2 3 4 5 6 7 8 9 10
Fails to meet customer expectations Meets customer expectations

Comments: _____

9. How would you rate the appraiser's overall performance on your specific project?

*****Note: Comments are MANDATORY for a rating below "14." See Page 1 of the Client Reference Survey.**

0 2 4 6 8 10 12 14 16 18 20
Fails to meet customer expectations Meets customer expectations

Comments: _____

Name of Preparer (please print): _____

Company: _____ **Signature:** _____

Date: _____ **Title:** _____

Telephone No.: _____ **FAX No.:** _____

The client reference companies must return the completed survey forms (only pages 2, 3, and 4) DIRECTLY to the Contracting Officer via FAX at 717-783-7971 or mail to:

Department of Transportation
Bureau of Office Services (Client Survey)
Attn.: Ken Seifert (or his designee or successor)
400 North Street (5th Floor)
Harrisburg, PA 17120-0041

*****PennDOT Use Only*****

Points Received: _____
(divided by) _____ = _____ x 100 = _____
Total Possible Points: _____ Score

Exhibit "D" -

Small Business Application Guide

Small Business, Small Diverse Business & Veteran Business Enterprise

APPLICATION GUIDE
JUNE 2023

CONTENTS

Small, Small Diverse & Veteran Business Enterprise Application	3
Before You Certify.....	3
Eligibility Requirements	3
Register as a Vendor with the Commonwealth	4
Have Prepared	4
Completing the Application	5
Find Me	7
General Information	9
Business Profile	11
Ownership.....	13
Financial Information	13
Certifications	15
Application Checklist.....	16
Submit Application.....	19
Resuming an Incomplete or In Process Application	20
Managing Your PRISM Account	23
Logging into PRISM	23
Users and Login Setup.....	23
Reset and Update Passwords.....	27
Profile Administration.....	29
Update Profile Information.....	30
Update Address.....	30
Review Certifications and Download Certificates	30
Review Industry UNSPSC Codes	31
Appendix.....	32
Troubleshooting.....	32
Email Not Received	32
Non-Procurement Vendor IDs	33
Definitions.....	34
Application Checklist.....	36
Index	37

SMALL, SMALL DIVERSE & VETERAN BUSINESS ENTERPRISE APPLICATION

BEFORE YOU CERTIFY

ELIGIBILITY REQUIREMENTS

Small Business	Small Diverse Business ¹	Veteran Business Enterprise ¹
<ol style="list-style-type: none"> For-profit, United States business Independently owned Not dominant in its field of operation No more than 100 Full-Time Equivalent (FTE) Employees May not exceed three-year average gross revenues of \$38.5 Million <p>(See below for expanded definitions)</p>	<ol style="list-style-type: none"> Small Business eligibility requirements Current and valid third-party certification from: <ul style="list-style-type: none"> Unified Certification Program (UCP) (Any state; this links to the PA UCP) Woman's Business Enterprise National Council (WBENC) National Minority Supplier Development Council (NMSDC) United States Small Business Administration (SBA) 8(a) Program National LGBT Chamber of Commerce (NGLCC) DisabilityIN Veteran Small Business Certification (VetCert)² (Service-Disabled Veteran only) 	<ul style="list-style-type: none"> Veteran Small Business Certification (VetCert)² Disability:IN (Service-Disabled Veteran only)

¹ SBA Woman-Owned Small Business (WOSB) and Economically Disadvantaged Woman-Owned Small Business (EDWOSB), National Association of Women Business Owners (NAWBO), and National Veteran-Owned Business Association (NaVOBA) are not accepted for verification at this time.

² Formerly Vets First Verification Program (VetBiz) through the Department of Veterans Affairs

Dominance:

A business dominant in its field of operation is one that exercises control or major influence in its industry.

Independence:

Factors that determine independent ownership include the date the business was established together with its relationship with other firms in terms of operational and managerial control, personnel, facilities, equipment, financial support, exclusive dealings, and the extent to which resources are shared with other firms. A business that is a subsidiary of another business or is owned principally by another business entity or by a trust (including an employee stock ownership plan) does not meet this requirement. However, if a parent or holding company, established for tax, capitalization, or other purposes consistent with industry practice, in turn owns and controls an operating subsidiary, the subsidiary may be considered independently owned if it otherwise meets all small business eligibility requirements. In this situation, the individual owners and controllers of the parent or holding company are deemed to control the subsidiary through the parent or holding company.

FTE Employees:

FTE Employees is calculated over the duration of the **12-MONTH (52-WEEK) TAX YEAR** using the formula below. A tax year that follows the calendar year refers to the 12 consecutive months beginning Jan. 1 and ending Dec. 31. A fiscal year is any period of 12 consecutive months that ends on any day of any month, except for the last day of December.

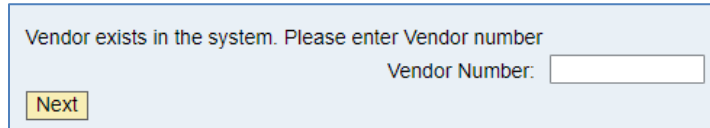
The most recently completed tax year will be used to determine Small Business eligibility. For new businesses established during the current tax year in progress, the FTE Employee value will be calculated from the date the business was established through the date the Small Business application was submitted.

All Hours Worked by All Employees
Total Hours in a Full Time Schedule

REGISTER AS A VENDOR WITH THE COMMONWEALTH

Skip this if you've already completed your Commonwealth Vendor Registration and obtained a 6-digit SAP number (Vendor ID) beginning with 1 - 5. See Non-Procurement Vendor IDs in the [Troubleshooting](#) section of this guide if you have an SAP number beginning with 6, 7, or 8. Non-Procurement vendors cannot self-certify for Small Business or verify as a Small Diverse Business or Veteran Business Enterprise.

1. Go to the PA Supplier Portal at www.pasupplierportal.state.pa.us.
2. Click on **Supplier Registration** and follow the instructions. View the [Vendor Registration Guide](#) for additional instructions.
3. If you get a message "Vendor exists in the system. Please enter Vendor number", visit the Supplier Lookup to find your 6-digit SAP number at https://b2b.ies.pa.gov/apps/vendor_lookup/index.html



Vendor exists in the system. Please enter Vendor number

Vendor Number:

Next

IMPORTANT: An EIN is required to register on the PA Supplier Portal. To acquire an EIN, visit <https://www.irs.gov/businesses/small-businesses-self-employed/how-to-apply-for-an-ein>. The PA Supplier Portal registration includes a "real time" validation that includes the IRS website. Please be aware that it can take anywhere from 7 days up to a month before a newly acquired EIN can be validated. Registrants are directed to wait at least one week (7-10 business days) from the date the IRS provided the EIN before attempting to register in the PA Supplier Portal.

If after two (2) complete weeks from the date of the IRS provided EIN, the registration is still not flowing automatically through the process, the registrant should submit an IRS W9 form or a copy of the actual IRS Letter 147C to ra-psc_supplier_requests@pa.gov or 717-214-0140 (fax) along with an explanation that the PA Supplier Portal registration is not allowing them through step 3. Include a screen shot of the IRS error message.

HAVE PREPARED

All application types:

- Company EIN/Tax ID Number
- [6-Digit Procurement SAP #/Vendor ID](#)
- [Full-Time Equivalent Employees](#)
- [Three most recently filed federal tax returns](#)

If also applying for Small Diverse Business:

- [Proof of valid third-party certification](#)
- [Proof of gender or race/ethnicity](#) (if minority or woman-owned status not specified on third-party certificate or profile)

If also applying for Veteran Business Enterprise:

- [Proof of valid third-party certification](#)

COMPLETING THE APPLICATION

1. Go to <http://bdisbo.prismcompliance.com>
2. Click **Self-Certify or Recertify as a Small and/or Small Diverse Business** (do not log in)



3. Click **Start Application > Start Application**
 - a. Who does this?
 - i. Companies renewing their Small/Small Diverse/Veteran Business
 - ii. Companies self-certifying for the first time as Small Business, Small/Small Diverse Business, and/or Small/Veteran Business

- iii. Companies already self-certified as Small Business wishing to add a Small Diverse Business or Veteran Business Enterprise verification

pennsylvania
BUREAU OF DIVERSITY, INCLUSION
AND SMALL BUSINESS OPPORTUNITIES

We are Open

Whether you are starting a new application or returning to complete an existing application, we are open for business.

Review the options below to continue.

Starting a Small Business, Small Diverse Business, or Veteran Business Enterprise Application?

If you are starting a Small Business, Small Diverse Business, or Veteran Business Enterprise application, please select the button below to complete a new application. Please have your Federal Tax Identification Number and PA Vendor (SAP) number available

→ **Start Application**

Completing or Modifying a Small Business, Small Diverse Business, or Veteran Business Enterprise Application?

If you are returning to complete or modify an existing Small Business, Small Diverse Business, or Veteran Business Enterprise application, select the option below. You will need your Application ID

[Complete a started Application](#)

pennsylvania
BUREAU OF DIVERSITY, INCLUSION
AND SMALL BUSINESS OPPORTUNITIES

Starting a New Application

The Bureau of Diversity, Inclusion & Small Business Opportunities (BDISBO) is continually exploring new ways to help Small Businesses, Small Diverse Businesses, and Veteran Business Enterprises do business with the Commonwealth of Pennsylvania and with local governments.

BDISBO verifies self-certified Small Businesses that wish to participate as Minority, Woman, LGBT, Disabled Veteran, Service-Disabled Veteran, and Disability-Owned Business Enterprises through the **Small Diverse Businesses (SDB)** program and Veteran, Disabled Veteran, and Service-Disabled Veteran Business Enterprises through the **Veteran Business Enterprise (VBE)** program. Eligible Small Businesses must hold certifications as diverse or veteran businesses with one of the Department's approved third-party certification entities.

Small Business (SB) self-certification, a two-year certification which requires bi-annual renewal, is a prerequisite for verification as a Small Diverse Business or Veteran Business Enterprise.

To access the application and begin the certification process, you must first register as a vendor via the [PA Supplier Portal](#). Not sure if your company is registered? Don't know your registration number? Call toll free: (877) 435-7363 (option 1), or email ra-psc_supplier_requests@pa.gov.

If you already have a 6-digit PA Vendor Number (SAP), please select Start Application below.

→ **Start Application**

4. See [Resuming an Incomplete or In Process Application](#) if returning to continue an incomplete application

FIND ME

5. Enter the company's Tax ID Number (no spaces or dashes) and 6-digit Vendor ID > **Find Me**
 - a. Go to www.supplierportal.state.pa.us > **Supplier Registration** if you do not have a Vendor ID
 - b. Go to https://b2b.ies.pa.gov/apps/vendor_lookup/index.html ([Instructions](#)) if you don't know your vendor ID
 - i. **NOTE: Non-Procurement Vendor IDs** cannot self-certify as Small Business
 1. Begin with 6, 7, or 8
 2. Go to [Non-Procurement Vendor IDs](#) in Troubleshooting section
 - c. **NOTE:** Access to PRISM may be unavailable from July 1 – July 2 each year due to the blackout period for the commonwealth's regularly scheduled fiscal year end close process

Find Me

Please enter your company's Tax Identification Number (TIN) **and** your PA Vendor Number:

Federal Employer ID # or TIN (Tax ID#): *

PA Vendor Number or SAP #: *

6. Check all the options that apply > **Continue**
 - a. **SB** if (checked by default)
 - i. Your company wishes to self-certify or recertify as a Small Business
 - ii. SB certification required for all certification or verification types
 - b. **SDB** if
 - i. Your company holds a current certification through one of the approved SDB third parties **AND**
 - ii. You wish to self-certify or recertify as Small Business (SB) **and** verify as a Small Diverse Business (SDB)
 - c. **VBE** if
 - i. Your company holds a current certification through one of the approved VBE third parties **AND**
 - ii. You wish to self-certify or recertify as Small Business (SB) **and** verify as a Veteran Business Enterprise (VBE)

Find Me

Please enter your company's Tax Identification Number (TIN) **and** your PA Vendor Number:

Federal Employer ID # or TIN (Tax ID#): *

PA Vendor Number or SAP #: *

Welcome, XYZ ENTERPRISES

We have located your company's profile, please see below section to apply for the appropriate BDISBO certifications, if you qualify.

☐ Select All That Apply

Certification	Are you Certified?	Due for Renewal?	Apply/Re-apply?
SB (Small Business) ?	No	Required (checked by default) →	<input checked="" type="checkbox"/>
SDB (Small Diverse Business) ?	No	Optional (check to verify as SDB or VBE; must be actively certified through an approved third-party) →	<input type="checkbox"/>
VBE (Veteran Business Enterprise) ?	No		<input type="checkbox"/>



- d. Already certified Small Businesses will be given the option to select applications for SDB and/or VBE if they are not verified as one or the other
 - i. Check SDB and/or VBE > **Continue** if you wish to add a verification for Small Diverse Business or Veteran Business Enterprise (*you will skip steps 7 - 12 below*)
- e. For applicants renewing during 30-day renewal period, company's current designations will be preselected
 - i. EXAMPLE: If currently verified as SDB, the SB and SDB options will be grayed out/preselected
 - ii. Please select additional options if they apply
 1. EXAMPLE: If currently SDB but wish to renew as SDB/VBE, check VBE in addition to the preselected/grayed out SB and SDB

Find Me

Please enter your company's Tax Identification Number (TIN) **and** your PA Vendor Number:

Federal Employer ID # or TIN (Tax ID#): *

PA Vendor Number or SAP #: *

Welcome, XYZ ENTERPRISES

We have located your company's profile, please see below section to apply for the appropriate BDISBO certifications, if you qualify.

☐ Select All That Apply

Certification	Are you Certified?	Due for Renewal?	Apply/Re-apply?
SB (Small Business) ?	Yes	No (7/1/2022)	<input type="checkbox"/>
SDB (Small Diverse Business) ?	No	--	<input type="checkbox"/>
VBE (Veteran Business Enterprise) ?	No	--	<input type="checkbox"/>



Page 1 of 12

Completing the Small Business, Small Diverse Business, and/or Veteran Business Enterprise application

To self-certify and participate as a **Small Business (SB)**, a business must meet each of the following requirements:

- Must be a for-profit, United States business
- Must be independently owned
- May not be dominant in its field of operations
- May not employ more than 100 full-time equivalent employees
- May not exceed three-year average gross revenues of \$38.5 Million

Small Diverse Businesses (SDB) certification is a two-year certification which requires biannual renewal. The Department of General Services accepts approved third-party certifications from any of the following entities:

- Unified Certification Program (UCP) *
- Woman's Business Enterprise National Council (WBENC)
- National Minority Supplier Development Council (NMSDC)
- United States Small Business Administration (SBA) 8(a) Program *
- Vets First Verification Program (Service-Disabled Veteran only)
- Disability:IN
- National LGBT Chamber of Commerce (NGLCC)

Veteran Business Enterprise (VBE) certification is a two-year certification which requires biannual renewal. The Department of General Services accepts approved third-party certifications from any of the following entities:

- Vets First Verification Program
- Disability:IN (Service-Disabled Veteran or Disabled Veteran only)

*These are diverse business certifications which are accepted for Minority Business Enterprise (MBE) and Woman Business Enterprise (WBE) only. Additional proof of ethnicity and/or gender must be submitted at time of verification.

To quit this process entirely, close your browser.

7. Enter a valid email address > **Send** > **Continue**

- a. PRISM will forward the unique application ID to re-enter an incomplete application from the initial start page at any time by clicking on **Complete a Started Application**
- b. [SAVE THIS EMAIL](#)

Page 2 of 12

Your Application ID:

Email

Congratulations

Congratulations! You have officially begun your **SB** certification process.

Your Application ID is

. Your application ID is required to make any changes to your application before you submit it. Take a moment and email it to yourself.

Send Application ID:

-required*

Email Address: *

jjdoe@myemail.com

Send

<< Back

Continue >>

GENERAL INFORMATION

8. Enter your general contact information

- a. The Legal Name, DBA Name, Business Phone, Business Fax, Website, and Email address will be pulled directly from the company's vendor registration and cannot be edited (grayed out)
 - i. If any of the information is incorrect, log into your vendor registration at www.pasupplierportal.state.pa.us > **Log On** to update
 - ii. For questions or assistance to update your vendor registration
 1. Visit www.dgs.pa.gov > **Businesses** > **Materials & Services Procurement** > **Supplier Service Center** > **PA SUPPLIER Administrative Support**
 2. Contact the PA Supplier Portal service center at ra-pscsrportal@pa.gov (preferred) or 877-735-7363, option 1

- b. Enter Mailing Address (optional) and Primary Contact Name (required) > **Continue**

Page 3 of 12 Your Application ID: [Email](#)

SB Certification Application

General Information

Legal Name of Applicant Business:

"Doing Business As" name, If any:

Street Address:

City: State:

ZIP: County:

Mailing Address, if different (P.O.Box allowed):

City: State:

ZIP: [Editable] County:

Business Telephone: Business Fax:

Website: Email:

Primary Contact Name:*

If your information is incorrect, you will need to log into the [PA Supplier Portal](#) to correct.

- c. Check Yes or No for each question > **Continue**
- d. For the final question, "Has your company filed a federal tax return or an Application for Automatic Extension of Time to File within the last three years?", select **Yes** if the company has, *within the last three tax years*, filed a return or an extension to file a return, or **No** if the company is newly established, has done no business, or has not and will not file a return or extension to file a return for any of the last three tax years

Page 4 of 12 Your Application ID: [Email](#)

SB Certification Application

General Information (Continued...)

Is your business a US business? * ☐ Yes ☐ No
(A US business is a business headquartered in the United States of America.)

Is your business independently owned? * ☐ Yes ☐ No
(To be independently owned, the business may not be owned or controlled by any other business. A branch location or a division of a corporation is not an independently-owned business.)

Is your business a subsidiary of another company? * ☐ Yes ☐ No
(A subsidiary is a company for which a majority of the voting stock is owned by a holding company. If you select Yes, BDISBO may request additional information to verify your parent company and all its other subsidiaries together meet the eligibility requirements for the program. If the information is not received, your self-certification may be withdrawn.)

Does your business exercise influence or major control within its industry? * ☐ Yes ☐ No

Has your company filed a federal tax return or an Application for Automatic Extension of Time to File within the last three years? * (If you select No, BDISBO may request additional information. If the information is not received, your self-certification may be withdrawn.) ☐ Yes ☐ No

BUSINESS PROFILE

9. Enter information on the company's structure and ownership > **Continue**

Page 5 of 12 Your Application ID: [Email](#)

SB Certification Application

Business Profile

Legal Form of the Business: * -- Select One --

Race: * -- Select One -- Gender: * -- Select One --

Date Established: *
Date Established is required

Previous Business Name:

<< Back Continue >>

10. Select a business type for the company and codes to identify the company's supplies and services > **Continue**
- Select the main area in which the applicant business provides materials or service(s): Select the company's primary business activity (see the definitions of each business activity on the following page)
 - Industry Code: Enter a UNSPSC code or a description of a supply or service > select a code > **Add Code**
 - Repeat for each supply or service
 - Supply Codes begin 1 - 6 and 95; Service Codes begin 7 - 94
 - Select up to 100 codes
 - To find applicable codes
 - Visit www.unspsc.org
 - Download a complete code list in Excel format at www.dgs.pa.gov > **Businesses** > **Small Diverse Business Program** > **Locate Small & Small Diverse Businesses**
 - Note that this application uses only UNSPSC *class* codes (ending in 00)

Page 6 of 12 Your Application ID: [Email](#)

SB Certification Application

Business Profile

Select the main area in which the applicant business provides materials or service(s): * -- Select One --

Industry Information

Industry Code: * Type an Industry code Add Code

The United Nations Standard Products and Services Codes (UNSPSC codes) are used by the Commonwealth of Pennsylvania buyers and others to quickly and accurately search our database for firms in providing specific goods and services. To add or update the UNSPSC codes for your business, type the number or keyword in the field provided and select the Add Code Button. The description will be populated automatically.

Industry Code	Description	Delete

<< Back Continue >>

↓

Industry Code	Description	Delete
90101500	Eating and drinking establishments	Delete
90101600	Banquet and catering services	Delete
90101800	Carryout and takeaway services	Delete

<< Back Continue >>

Business Activity	Definition
Procurement Services	Includes all labor and time expended for professional or general services, such as training, healthcare, environmental remediation, and consulting. Excludes all services and labor associated with Construction, Building Design and/or Information Technology.
Procurement Goods	Includes goods, supplies, materials, equipment, and/or environmental remediation supplies. Excludes the purchase of services, real property, IT computers, peripherals and hardware.
Information Technology	Includes all goods and services associated with the design, development, installation, and implementation of information systems and applications including computers, peripherals and/or hardware as well as project management and IT consulting.
Building Design Services	Includes architectural and engineering services in connection with the design or planning of buildings and the space within the site surrounding the buildings.
Construction* Includes the labor and supplies necessary to build, alter, repair, improve, or demolish any structure, building or public improvement. <i>*Not available for selection. Select Construction Contractor, Construction Stocking Supplier, or Construction Non-Stocking Supplier, as applicable</i>	
Construction Contractor	Provides construction labor and/or services and may provide goods or materials associated with that construction labor or service.
Construction Stocking Supplier	Stocking Suppliers own, operate, or maintain a store, warehouse, or other establishment, in which the materials, supplies, articles or equipment are bought, kept in stock, and regularly sold or leased to the public in the usual course of business..
Construction Non-Stocking Supplier	Non-Stocking Suppliers do not carry inventory, but order materials from a manufacturer, manufacturer's representative, or a stocking supplier.

11. Check the county(-ies) in which the company prefers to do business > **Continue**

Page 7 of 12
Your Application ID:
Email

SB Certification Application

Business Profile

Market Area
Use the drop down to indicate which counties in the Commonwealth of Pennsylvania your firm is able to perform work.
Market Area: * -- Select One --

<< Back
Continue >>

OWNERSHIP

12. Enter information on the company's ownership > **Continue**

- a. The % of *Ownership* must add up to 100% in total

Page 8 of 12 Your Application ID: [Email](#)

SB Certification Application

Business Ownership

Owners

List all individuals and entities with any ownership interest and provide the following information for each:

Add Owner *- required

Name: *

Address 1: *

City: * State: * -- Select One --

ZIP: * % of Ownership: *

of Shares: Class: * -- Select One --

Ethnicity: * -- Select One -- Gender: * -- Select One --

[Save](#)

Owners Information

Have the ownership interests changed in the last year? If YES, please explain:

Name & Address	% of Ownership	Ethnicity	Gender	# of Shares	Class
Doe, Jane 123 Main Sreet	51.00%				
Doe, Lynne 123 Main Street	26.00%	White American	I do not wish to Disclose	0	Not Applicable
Doe, John 123 Main Street	23.00%	White American	Male	0	Not Applicable

[<< Back](#) [Continue >>](#)

Have the ownership interests changed in the last year? If YES, please explain:

FINANCIAL INFORMATION

13. For the last three most recently filed tax years:

- a. Enter the company's gross revenues as reported on line 1a (Gross receipts or sales) of the federal tax return filed for the company > **Save**
- i. If an extension has been filed for the most recent tax year
1. Enter the estimated gross receipts or sales for the return being filed on extension on the on the bottom half of the form and the date the return is expected to be filed
 2. Submit the gross revenues for the three most recently filed returns
 3. **Example:** If an extension has been filed for the 2022 federal tax return, submit the *Gross receipts or sales* reported for 2020, 2021, and 2022 and enter the estimated gross receipts and anticipated filing date for 2020 into the appropriate fields toward the bottom of the form
- ii. Copies of Page 1 of the federal tax returns which report *Gross sales and receipts* on line 1 or 1a and/or, if applicable, *Form 7004 or 4868, Application for Automatic Extension of Time to File* will be required to be submitted on the **APPLICATION CHECKLIST** page which appears later in the application
- b. Enter the Full-Time Employee Equivalent (FTE) Employee value for the tax year into the *Employee Full Time* field
- i. FTE Employees can be calculated over the span of the 12-month (52-week) tax year using formula below
- ii. A tax year is defined as 12-month span covered by a tax return
1. A calendar tax year refers to the 12 consecutive months beginning Jan. 1 and ending Dec. 31

2. A fiscal tax year is any period of 12 consecutive months that ends on any day of any month, except for the last day of December
 3. The most recently completed tax year will be used to determine Small Business eligibility
- iii. Formula

$$\frac{\text{All Hours Worked by All Employees During the Tax Year}}{\text{Total Hours in a Full Time Schedule for the Duration of the Tax Year}}$$

c. For newly established companies:

- i. Established during current year
 1. Enter anticipated gross receipts into the *Receipts* field for the current in-progress year
 2. Enter the FTE Employee value into the *Employee Full Time* field for the current in-progress year spanning from the date the business was established through the date the Small Business application is being submitted
- ii. Established during previous tax year but no return or tax extension has been or will be filed
 1. Enter gross receipts into the *Receipts* field for the most recently completed tax year (may be \$0)
 2. Enter the FTE Employee value into the *Employee Full Time* field for the most recently completed tax year beginning the date the business was established through the last date of the tax year
 3. Enter anticipated gross receipts and anticipated filing date into the *Estimated Gross Sales* and *Date of Filing* fields for the current in-progress year

Page 9 of 12 Your Application ID: [Email](#)

SB Certification Application

Financial Information

Enter the **gross revenues** exactly as noted in box 1a, Gross Receipts or Sales, on your Federal tax returns for the most recent three years. Enter "N/A" for years in which neither a tax return nor an Application for Automatic Extension of Time to File was submitted. See below if an Application for Automatic Extension of Time to File was filed for the most recently completed tax year.

Add Financial Information * -required

Year: *

Employee Full Time: *

Receipts: *

Employee Part Time:

[Save](#)

Year	Revenue Total	Full Time	Part Time
<p>If an Application for Automatic Extension of Time to File was filed, enter estimated gross revenues and the anticipated filing date for the most recent tax year. Contact BDISBO at 717-783-3119 or RA-smallbusiness@pa.gov for a copy of an extension letter.</p> <p>Estimated Gross Sales: <input style="width: 150px;" type="text"/></p> <p>Date of filing: <input style="width: 150px;" type="text"/></p>			

Year	Revenue Total	Full Time	Part Time	
2018	\$98754	3	1	Edit Delete
2017	\$7527	3	0	Edit Delete

[Continue >>](#)

CERTIFICATIONS

14. If you selected to apply for verification as an SDB and/or VBE, enter information on the third-party certification > **Save Certification**
- Repeat for each third-party certification > **Continue**
 - See [Eligibility Requirements](#) of listing of accepted third parties

Page 10 of 13 Your Application ID: [redacted] [Email](#)

SB and SDB Certification Application

Certifications

Please select the certifying agency, certificate type, and enter any applicable information.

Jurisdiction: * Date of Issue: *

Certification Type: * Expiration Date:

Certificate Number: *

[Save Certification](#)

Certifying Agency	Certificate Type	Certificate Number	Date of Issue	Expiration Date	Action
Disability:IN	DOBE	9875	08/01/2019	08/31/2020	Edit Delete
Woman's Business Enterprise National Council	WBE	34578	07/27/2019		Edit Delete



[Continue >>](#)

- OOPS!** If you checked SDB and/or VBE to verify as a Small Diverse Business and/or Veteran Business Enterprise in error (see step 5 above)
 - Option 1
 - Continue the application, entering anything on the *Certification* page
 - Upload a note on the *Certification Checklist* page (see next step) informing BDISBO that your company is self-certifying as a Small Business only
 - BDISBO will decline the Small Diverse Business/Veteran Business Enterprise verification during the review process
 - You will receive an automatic email at the time of denial
 - Denial will be for Small Diverse Business or Veteran Business Enterprise portion of the application only and *will not impact* your Small Business self-certification
 - Option 2
 - Contact BDISBO at gs-bdisbo@pa.gov or 717-783-3119 to have the in-process application deleted
 - Restart the application, check **SB** only (Step 5) to complete the Small Business application

APPLICATION CHECKLIST

15. Federal tax returns:

- a. Load company's supporting federal tax returns for the last three tax years by clicking **Select File**
 - i. Upload Page 1 of the tax returns filed for the three most recent tax years (page 1 reports *Gross sales and receipts* on line 1 or 1a)
 - ii. Upload a copy of *Form 7004 or 4868, Application for Automatic Extension of Time to File* if an extension has been filed for the most recently completed tax year and the return is still in process
 - iii. Check **N/A** if
 1. No federal tax returns or extensions have been filed for the company for any of the three most recent tax years (e.g. newly established business) OR
 2. You company Holds a current SB self-certification and
 - a. The SB self-certification is not within 30 days of expiration,
 - b. You are adding an SDB or VBE verification to your already existing SB self-certification, and
 - c. The three most recently filed returns were already submitted for review during the most recent SB self-certification or renewal



Page 10 of 12

Your Application ID: NAeoojos37U%3d
[Email](#)

SB Certification Application

Application Checklist

Tax Return Details:
Scan or identify the following pages of your company's three most recent federal tax returns which will be required for verifying your annual gross sales. You may redact your federal tax identification number if desired. Only the first page of the return is needed.

- ▷ Page 1 of Federal form 1120 or 1120S, the U.S. Corporation Income Tax Return
- ▷ Page 1 of Federal form 1065, the U.S. Return of Partnership Income
- ▷ Page 1 of Federal form 1040 schedule C, Profit of Loss from Business, Sole Proprietorship.

If your company has not yet filed a federal tax return because you have filed an Application for Automatic Extension of Time to File, please contact BDISBO at 717-783-3119 OR RA-smallbusiness@pa.gov for a copy of an extension letter. This letter will be uploaded in place of the return to act as a temporary placeholder until the return is filed. At that time, page 1 of the return will be required or the Small Business certification will be withdrawn

Upload your previous three (3) years of Federal Tax Returns (see above for details): ☐ N/A

There are many solutions available to reduce a file's size. They range from re-scanning your document with a decreased scan resolution and setting it to be in black and white to using software applications like Adobe Acrobat. Since everybody's computer is setup differently, we cannot provide a solution that will work for everybody. We suggest contacting a Computer Professional or searching on the internet to find the best solution for you.

SDB and VBE Certification Application**Application Checklist****Tax Return Details:**

Scan or identify the following pages of your company's three most recent federal tax returns which will be required for verifying your annual gross sales. You may redact your federal tax identification number if desired. Only the first page of the return is needed.

- ▷ Page 1 of Federal form 1120 or 1120S, the U.S. Corporation Income Tax Return
- ▷ Page 1 of Federal form 1065, the U.S. Return of Partnership Income
- ▷ Page 1 of Federal form 1040 schedule C, Profit or Loss from Business, Sole Proprietorship.

If your company has not yet filed a federal tax return because you have filed an *Application for Automatic Extension of Time to File, Form 4888* or *Form 7004*, please submit a copy of the filed extension form to act as a temporary placeholder until the return itself is filed. At that time, page 1 of the return will be required or the Small Business certification will be withdrawn.

If applying for verification as a Small Diverse Business, please provide supporting documentation as shown below:


Current Certificate


<u>3rd Party Certification</u>	<u>Required Documentation</u>
Women's Business Enterprise National Council	Current Certificate
National Minority Supplier Development Council	
National Gay & Lesbian Chamber of Commerce	
Disability:IN	
Unified Certification Program (any state)	1. Most current certification letter 2. Copy of currently dated online DBE profile 3. Proof of race, ethnicity, and/or gender
U.S. Small Business Administration 8(a) Program	1. Most current certification letter 2. Proof of race, ethnicity, and/or gender
Vets First Verification	1. Most current certification letter 2. Copy of currently dated online VOSB or SDVOSB profile


Examples of proof of gender are: Birth Certificate, Passport, Driver's License, Naturalization Papers, Tribal Cards, Military Records. Examples of proof of race or ethnicity are Naturalization Papers and Tribal Cards. Birth Certificates, Passports, and Military Records may also be accepted as proof of race or ethnicity if noted. Other documentation showing how the owners hold themselves out to the community or showing recognition by other government entities may be considered on a case-by-case basis.

Upload your previous three (3) years of Federal Tax Returns (see above for details):

☐ N/A[Select File](#)


 2016 880 tax return-page 1.pdf

 2017 880 taxes page 1.pdf

 2018 page 1.pdf

Upload your Diversity Certificates and Supporting Documentation (see above for details):

☐ N/A[Select File](#)

 2018 WBENC.pdf

There are many solutions available to reduce a file's size. They range from re-scanning your document with a decreased scan resolution and setting it to be in black and white to using software applications like Adobe Acrobat. Since everybody's computer is setup differently, we cannot provide a solution that will work for everybody. We suggest contacting a Computer Professional or searching on the internet to find the best solution for you.

[<< Back](#)[Continue >>](#)

16. Third-party certification (if electing to apply for SDB or VBE verification):

- a. Submit the supporting documentation as proof of certification through one or more of the approved third-party certifiers

Third-Party Certifier	Verification Program/Type		Required Documentation
	SDB	VBE	
WBENC	• WBE		• Current certificate
NMSDC	• MBE		• Current certificate
UCP	• MBE • WBE • MWBE		• Current certification letter or continuing eligibility letter • Copy of profile from public, online directory • Proof of race, ethnicity, and/or gender (see below)
SBA 8(a)	• MBE • WBE • MWBE		• Current certification letter or continuing eligibility letter • Proof of race, ethnicity, and/or gender (see below)
NGLCC	• LGBTBE		• Current certificate
VetCert (Formerly VetBiz)	• SDVBE	• VBE • SDVBE	• Current certification letter • Copy of profile from public, online directory
Disability:IN	• DOBE • SDVBE	• SDVBE	• Current certificate

Accepted Proof of Race/Ethnicity or Gender

Proof	WBE	MBE ¹	Explanation
Birth Certificate	X	X ²	¹ To establish origins of a particular "minority" group, the applicant must provide a document issued by a Federal, state, or local governmental entity establishing that either the applicant, the applicant's biological parents, or the applicant's biological grandparents are members of the minority group.
Passport	X	X ²	
Driver's License	X		
Naturalization Papers	X	X	
Tribal Card	X	X ²	² Constitutes acceptable proof of minority or woman status <u>only</u> if gender, ethnicity/race, or woman or minority-owned status or designation is specified. A picture on a driver's license or passport is not sufficient proof of minority status.
Military Records	X	X ²	
Third-Party Certification Profile	X ²	X ²	
Other	Documents showing how vendors hold themselves out to community (i.e. member of minority chamber, etc.) or showing recognition by other government entities as minorities, minority-owned, women, or women-owned businesses may be accepted as proof of MBE or WBE on case-by-case basis.		

SUBMIT APPLICATION

17. Enter the name and title of the application preparer and check the box > **Submit Application**

Page 11 of 12 Your Application ID: [Email](#)

SB Certification Application

Submit Application

This is the final step prior to submission of your application for certification. **Upon completion of this step, you may not be able to make further changes to certain information without a written request to the Bureau of Diversity, Inclusion & Small Business Opportunities.** Please carefully review all information entered and uploaded to this point for accuracy. If corrections or further edits are required, use the "Back" button to return to the appropriate page, make the correction and continue to this final page.

Signature: * Date: 08/13/2019


Title: *

☒

By checking this box, I understand that my business is required to maintain a continuing certification with an approved third-party certifier in order to meet the requirements necessary for Small Diverse Verification as set forth in 4 PaCode §§ 58.301 et seq. at all times that it is so registered with the Department of General Services. I understand that I must immediately notify the Department of General Services of any changes in my business that may affect its status as a Small Diverse Business. I further understand that the Bureau of Diversity, Inclusion, and Small Business Opportunities (BDISBO) reserves the right to require applicants and certified Small Diverse Business to submit proof of current third-party certification any time.

[<< Back](#)[Submit Application >>](#)



 Page 12 of 12 Your Application ID: [Email](#)

THANK YOU FOR YOUR SUBMISSION

We have successfully received your application. Your company has completed the Small Business self-certification process and is listed in our vendor database as a Small Business. BDISBO may request additional information to verify the accuracy of your submission. If the information is not received, your self-certification may be withdrawn.

Check your email for confirmation and additional information requests.

18. Review process

- a. Small Business self-certification is immediate
 - i. Additional information may be requested upon further review
- b. Review for SDB and VBE verification may take approximately 10 business days *following receipt of all required information* necessary to complete the review process
 - i. Process may take longer for applications missing information or other required documentation or that are otherwise considered incomplete
 - ii. Additional information may be requested
 - iii. You will receive another email once the verification is approved

RESUMING AN INCOMPLETE OR IN PROCESS APPLICATION

PRISM allows user to stop midway during the application process and resume at a later time.

1. Go to <http://bdisbo.prismcompliance.com>
2. Click **Self-Certify or Recertify as a Small and/or Small Diverse Business** (do not log in)

The screenshot shows the Pennsylvania BDISBO Portal login page. The page features the Pennsylvania state logo and the text "pennsylvania BUREAU OF DIVERSITY, INCLUSION AND SMALL BUSINESS OPPORTUNITIES". The email address "@prismcompliance.com" is displayed in the top right corner. A central login form is overlaid on the page, which includes a "Login" button and a "Need Log In Help?" link. A large red 'X' is drawn over the login form. A red box labeled "NO" has an arrow pointing to the login form. A red box labeled "YES" has an arrow pointing to the "Self-Certify or Recertify as a Small and/or Small Diverse Business" link in the "Popular PRISM Links..." section. The "Business Department Links..." section contains links for "Find contracting opportunities (Solicitations)", "Locate Small and Small Diverse Businesses", "Small and Diverse Business Resources", and "Vendor Registration Info Center". The "Popular PRISM Links..." section contains links for "Are you a vendor trying to report? (Log In above)", "Self-Certify or Recertify as a Small and/or Small Diverse Business", "Small and Small Diverse Business FAQ", and "PRISM Vendor Help Files". The footer text reads "Pennsylvania BDISBO Portal is Powered by PRISM Compliance Management (TM)".

Don't have a username? [Click here](#)

Login

Username:

Password:

Login

[Need Log In Help?](#)

NO

YES

Business Department Links...

- Find contracting opportunities (Solicitations)
- Locate Small and Small Diverse Businesses
- Small and Diverse Business Resources
- Vendor Registration Info Center

Popular PRISM Links...

- Are you a vendor trying to report? (Log In above)
- Self-Certify or Recertify as a Small and/or Small Diverse Business**
- Small and Small Diverse Business FAQ
- PRISM Vendor Help Files

Pennsylvania BDISBO Portal is Powered by PRISM Compliance Management (TM)

3. Click **Complete a Started Application**

pennsylvania
BUREAU OF DIVERSITY, INCLUSION
AND SMALL BUSINESS OPPORTUNITIES

We are Open

Whether you are starting a new application or returning to complete an existing application, we are open for business.

Review the options below to continue.

Starting a Small or Small Diverse Business Application?

If you are starting a Small or Small Diverse Business application, please select the button below to complete a new application. Please have your federal tax id and PA Vendor (SAP) number available.

Completing or Modifying a Small or Small Diverse Business Application?

If you are returning to complete or modify an existing Small or Small Diverse Business application, select the option below. You will need your Application ID.

[Start Application](#) [Complete a started Application](#)

4. Enter your Application ID > **Go**

- The Application ID was sent to [the email you entered at the beginning the application process](#)
- NOTE:** Access to PRISM may be unavailable from July 1 – July 2 each year due to the blackout period for the commonwealth's regularly scheduled fiscal year end close process

Application Completion

Your Application ID is a unique ID assigned to you and your application. It was displayed at the top of every page of your application. It is required to retrieve your application.

Enter your Application ID:

[Go](#)

[I think I lost my Application ID...](#)

- If you started an application but cannot locate or remember the Application ID, to resend
 - Click **I think I lost my Application ID**
 - Enter the [email address to which you originally sent the Application ID](#) at the beginning of the application process
 - Enter your company's Tax ID (no spaces or dashes) **OR** 6-digit Vendor ID (SAP ID)

Lost Application ID

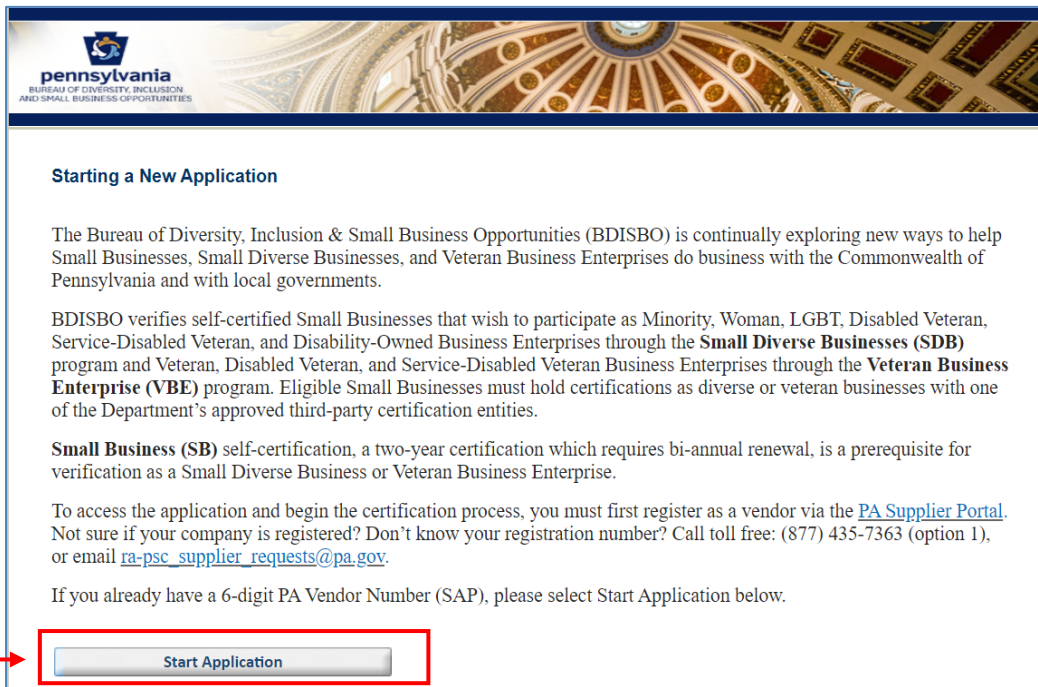
Complete the information below and your application ID will be emailed to you.

* Primary Email Address:

* TaxID or Vendor ID:

[Send](#)

5. Click **Start Application** to resume



pennsylvania
BUREAU OF DIVERSITY, INCLUSION
AND SMALL BUSINESS OPPORTUNITIES

Starting a New Application

The Bureau of Diversity, Inclusion & Small Business Opportunities (BDISBO) is continually exploring new ways to help Small Businesses, Small Diverse Businesses, and Veteran Business Enterprises do business with the Commonwealth of Pennsylvania and with local governments.

BDISBO verifies self-certified Small Businesses that wish to participate as Minority, Woman, LGBT, Disabled Veteran, Service-Disabled Veteran, and Disability-Owned Business Enterprises through the **Small Diverse Businesses (SDB)** program and Veteran, Disabled Veteran, and Service-Disabled Veteran Business Enterprises through the **Veteran Business Enterprise (VBE)** program. Eligible Small Businesses must hold certifications as diverse or veteran businesses with one of the Department's approved third-party certification entities.

Small Business (SB) self-certification, a two-year certification which requires bi-annual renewal, is a prerequisite for verification as a Small Diverse Business or Veteran Business Enterprise.

To access the application and begin the certification process, you must first register as a vendor via the [PA Supplier Portal](#). Not sure if your company is registered? Don't know your registration number? Call toll free: (877) 435-7363 (option 1), or email ra-psc_supplier_requests@pa.gov.

If you already have a 6-digit PA Vendor Number (SAP), please select Start Application below.

Start Application

MANAGING YOUR PRISM ACCOUNT

Login to your PRISM account to update passwords, add new users, edit users, print certificates, etc.

LOGGING INTO PRISM

1. Go to <http://bdisbo.prismcompliance.com>
2. Enter your **Username** and **Password** > **Login**

Don't have a username? [Click here](#)

Login

Username:

Password:

Login

[Need Log In Help?](#)

Business Department Links...

- Find contracting opportunities (Solicitations)
- Locate Small and Small Diverse Businesses
- Small and Diverse Business Resources
- Vendor Registration Info Center

Popular PRISM Links...

- Are you a vendor trying to report? (Log In above)
- Self-Certify or Recertify as a Small and/or Small Diverse Business
- Small and Small Diverse Business FAQ
- PRISM Vendor Help Files

Pennsylvania BDISBO Portal is Powered by PRISM Compliance Management (TM)

USERS AND LOGIN SETUP

CREATE A PRIMARY PRISM USER

Create a Username and Password with PRISM to maintain your account information, set up additional users, etc.. A PRISM PROFILE MUST BE ESTABLISHED FOR THE BUSINESS PRIOR TO CREATING USERS. Contact BDISBO at gs-bdisbo@pa.gov or RA-SmallBusiness@pa.gov to create a prime contractor business profile, or submit an application for Small Business self-certification or Small Diverse Business or Veteran Business Enterprise verification.

Go to **Manage Your PRISM Account** and follow instructions to [Create Additional Users and Update Passwords](#) once a primary user has been created.

1. Once the self-certification process is complete, you will receive an email informing you of your PIN and directing you to register as a User
 - A. **KEEP THE PIN**
 - b. If you do not receive the email
 - i. Contact BDISBO at RA-SmallBusiness@pa.gov or GS-BDISBO@pa.gov for your PIN

2. Go to <http://bdisbo.prismcompliance.com> > Don't have a username? [Click here](#).

Don't have a username? [Click here](#)

Login

Username:

Password:

Login

[Need Log In Help?](#)

Business Department Links...

- [Find contracting opportunities \(Solicitations\)](#)
- [Locate Small and Small Diverse Businesses](#)
- [Small and Diverse Business Resources](#)
- [Vendor Registration Info Center](#)

Popular PRISM Links...

- [Are you a vendor trying to report? \(Log In above\)](#)
- [Self-Certify or Recertify as a Small and/or Small Diverse Business](#)
- [Small and Small Diverse Business FAQ](#)
- [PRISM Vendor Help Files](#)

Pennsylvania BDISBO Portal is Powered by PRISM Compliance Management (TM)

3. Click **Register Now**



4. Enter your **EIN** (no dashes or spaces) and **PIN** numbers

EIN *

PIN *

5. Enter the **CAPTCHA** code displayed on the screen

Refresh

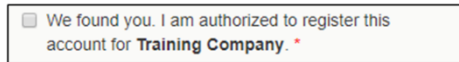
Input symbols

6. Click **Next**

A rectangular box containing two buttons. The left button is white with the text "Cancel" in black. The right button is black with the text "Next" in white.

- a. If you receive the **Your PIN and/or EIN does not match our records...** pop-up, please verify your EIN and PIN numbers. If you continue to receive the message, please contact BDISBO at RA-SmallBusiness@pa.gov or GS-BDISBO@pa.gov for assistance.

7. Check the **We Found You.** box after reviewing the line to make sure the correct business name is displayed

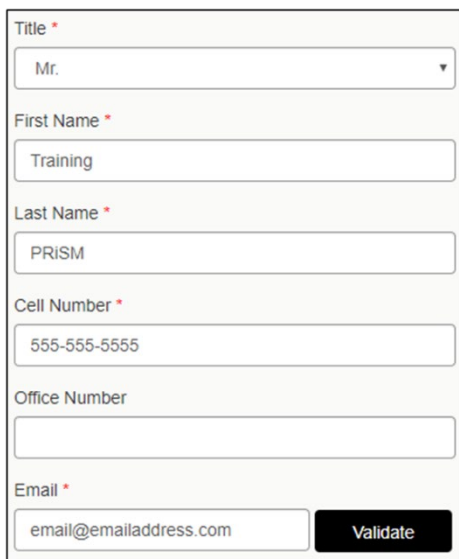
A rectangular box with a light gray background. It contains a small square checkbox followed by the text "We found you. I am authorized to register this account for **Training Company**.".

- a. If incorrect business name displayed, contact BDISBO at RA-SmallBusiness@pa.gov or GS-BDISBO@pa.gov for assistance.

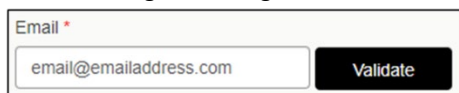
8. Click **Next**

A rectangular box containing two buttons. The left button is white with the text "Cancel" in black. The right button is black with the text "Next" in white.

9. Review, correct, and/or enter business information requested on screen

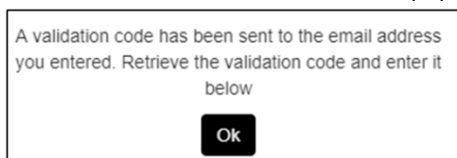
A form with several fields. "Title *" is a dropdown menu with "Mr." selected. "First Name *" is a text box with "Training". "Last Name *" is a text box with "PRISM". "Cell Number *" is a text box with "555-555-5555". "Office Number" is an empty text box. "Email *" is a text box with "email@emailaddress.com" and a "Validate" button to its right.

10. After entering/reviewing email address, click **Validate** (must match primary account address on file)

A rectangular box containing an "Email *" text box with "email@emailaddress.com" and a "Validate" button to its right.

- a. A **Validation Code** will be sent to email address you entered
- i. The subject of the email will be **PRISM verification code**.
- b. Open your email and retrieve the Validation Code
- i. See [Troubleshooting](#) if you do not receive the email

11. Click **Ok** on **A validation code has been sent...** pop-up message

A rectangular box with a light gray background. It contains the text "A validation code has been sent to the email address you entered. Retrieve the validation code and enter it below" and an "Ok" button at the bottom.

12. Enter the Validation Code from email into **Validation Code** field

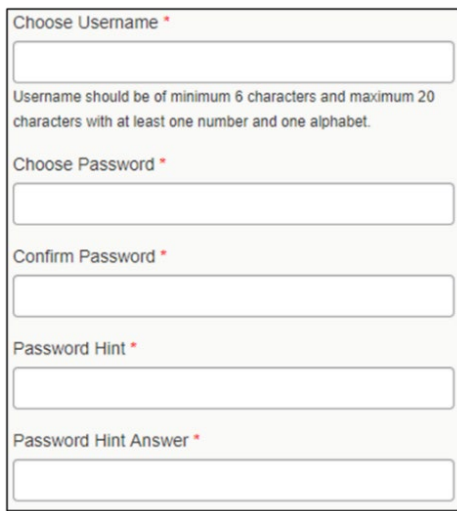
A rectangular box with a light gray background. It contains a "Validation Code *" label and an empty text box below it.

13. Click **Next**

A horizontal button bar with two buttons. The left button is light gray with the text "Cancel". The right button is black with the text "Next" in white.

14. Complete the **Username, Password** and **Hint** fields

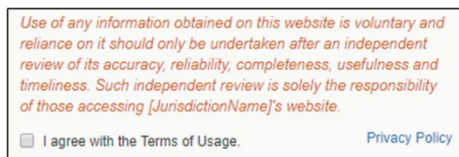
- a. Username and Password must be 6-20 characters long and contain at least one letter (e.g. Aa Bb Cc), one number (1 2 3 4 5 6 7 8 9 0), and **NO** symbols (e.g. ! @ # \$ % ^ & * () - = +)

A registration form with five input fields. The first field is labeled "Choose Username *" and has a hint below it: "Username should be of minimum 6 characters and maximum 20 characters with at least one number and one alphabet." The second field is labeled "Choose Password *". The third field is labeled "Confirm Password *". The fourth field is labeled "Password Hint *". The fifth field is labeled "Password Hint Answer *".

15. Click **Next**

A horizontal button bar with two buttons. The left button is light gray with a left arrow and the text "Back". The right button is black with the text "Next" in white.


16. Review the **Terms of Usage** and check the box beside **I agree with the Terms of Usage**

A section titled "Terms of Usage" with a paragraph of text in red. Below the text is a checkbox labeled "I agree with the Terms of Usage." and a link labeled "Privacy Policy".

17. Click **Register Me**

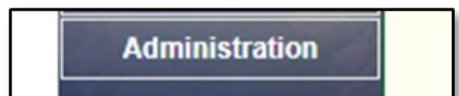
A horizontal button bar with two buttons. The left button is light gray with a left arrow and the text "Back". The right button is black with the text "Register Me" in white.

18. Once completed, you will receive a **Registration has completed successfully!** message on the screen and an email with the **Username** you entered


A rectangular box with a black border containing the text "Registration has completed successfully!".

CREATE ADDITIONAL USERS

1. [Log in](https://bdisbo.prismcompliance.com) at <https://bdisbo.prismcompliance.com>
2. Click **Administration**

A button with a dark blue background and the text "Administration" in white.

2. Click **Manage Users Profile**

A button with a light blue background and the text "Manage Users Profile" in black.

3. Click **Add New User**



4. Complete the required fields
- a. The password you enter is only a temporary password. When the user first logs into PRISM, they will be prompted to change it.

User ID *:	<input type="text"/>	User ID is required.
Select Jurisdictions *:	All items checked ▼	
First Name *:	<input type="text"/>	
Last Name *:	<input type="text"/>	
Password *:	<input type="password"/>	Password is required.
Check Password *:	<input type="password"/>	
Email: *	<input type="text"/>	
Phone: *	<input type="text"/>	
Title:	<input type="text"/>	

5. Click **Save**



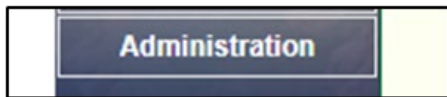
6. Provide the **Username (User ID)** and **Password** you entered to user
- b. User will receive an email with your business's PRISM PIN number, so if they forget their User ID in the future, they can click **New Log In Help?** on the log in page to retrieve it.

RESET AND UPDATE PASSWORDS

USERNAME AND PASSWORD KNOWN

Username and Password are known but the password needs to be changed.

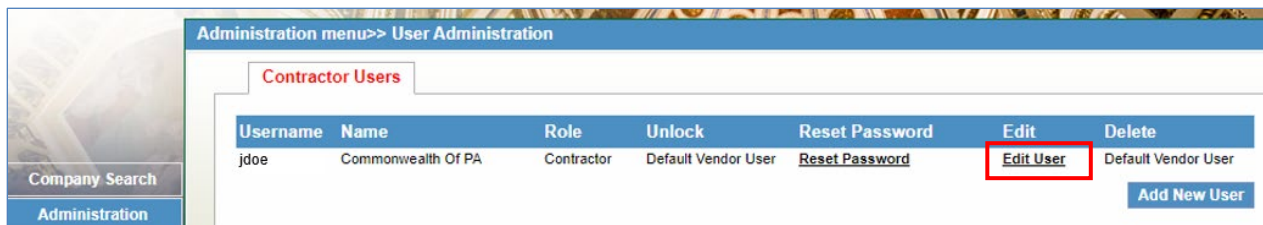
1. [Log in](https://bdisbo.prismcompliance.com) at <https://bdisbo.prismcompliance.com> Click **Administration**



3. Click **Manage Users Profile**



4. Click on **Edit User** on the for the user in question



5. Enter a new password > Reenter password > Save

Administration menu>> User Administration

Edit Contractor User

User ID *: AAAABBBBC

Select Jurisdictions *: All items checked ▼

First Name *: Commonwealth

Last Name *: Of PA

Password *:

Check Password *:

Email: * gs-bdisbo@pa.gov

Phone: *

Title: Mr.

Cancel Save

FORGOTTEN USERNAME AND PASSWORD

Reset a forgotten Username and Password if already registered as a PRISM user.

1. Go to <http://bdisbo.prismcompliance.com> > **Need Log In Help.**

pennsylvania
BUREAU OF DIVERSITY, INCLUSION
AND SMALL BUSINESS OPPORTUNITIES

@prismcompliance.com

Don't have a username? [Click here](#)

Login

Username:

Password:

Login

[Need Log In Help?](#)

Business Department Links...

- [Find contracting opportunities \(Solicitations\)](#)
- [Locate Small and Small Diverse Businesses](#)
- [Small and Diverse Business Resources](#)
- [Vendor Registration Info Center](#)

Popular PRISM Links...

- [Are you a vendor trying to report? \(Log In above\)](#)
- [Self-Certify or Recertify as a Small and/or Small Diverse Business](#)
- [Small and Small Diverse Business FAQ](#)
- [PRISM Vendor Help Files](#)

Pennsylvania BDISBO Portal is Powered by PRISM Compliance Management (TM)

2. Forgotten Password:
 - a. Enter the Username you created during the user registration process > Enter Security Check characters (case sensitive) > **Reset Password**

Forgot Your Password

User ID

**Please note a link to reset your password will be send to your Email Address of record.*

Security Check

K4qWN4

Reset Password

- b. Password reset email will be forwarded to the user email address on file
- c. See [Troubleshooting](#) if you do not receive the email
- 3. Forgotten Username
 - a. Enter **PIN** received during the self-certification process
 - i. Contact BDISBO at RA-SmallBusiness@pa.gov or GS-BDISBO@pa.gov if you do not know your PIN
 - b. Enter email address (must match user email address on file)
 - c. Enter Security Check characters (case sensitive)
 - d. Click **Send Username**

Forgot Your Username

PIN ⓘ

Email

Security Check

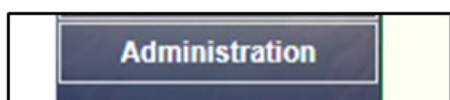
2jngfK

Send Username

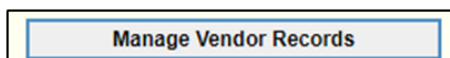
- e. See [Troubleshooting](#) if you do not receive the email

PROFILE ADMINISTRATION

1. [Log in](https://bdisbo.prismcompliance.com) at <https://bdisbo.prismcompliance.com>
2. Click **Administration**



3. Click **Manage Vendor Records**



UPDATE PROFILE INFORMATION

1. Click on the **Profile** tab to review, correct, and/or enter the business information requested on the screens



- a. Certain fields read-only
 - i. This information populated with data captured from vendor record in Pennsylvania's Supplier Portal
 - ii. If values incorrect, contact the support at toll free: (877) 435-7363 (option 1), or email ra-psc_supplier_requests@pa.gov to correct
- b. Complete or update the **Name**, **Phone** and **Email** for **Contact Information 1** as this is the information that will be used in PRiSM to send you future communications.

Contact Information 1	
Name:	<input type="text"/>
Title:	<input type="text"/>
Phone:	<input type="text"/>
Cell Phone:	<input type="text"/>
Email:	<input type="text"/>

- c. Under Market Area, select the counties in which your company can do business

Market Area:	<input type="checkbox"/> Check All
	<input type="checkbox"/> Adams
	<input type="checkbox"/> Allegheny
	<input type="checkbox"/> Armstrong
	<input type="checkbox"/> Beaver
	<input type="checkbox"/> Bedford

UPDATE ADDRESS

1. Click on the **Address** tab to review, correct, and/or enter the business information requested on the screens





- a. Primary Address information is populated with data captured from Pennsylvania's Supplier Portal and is read-only.
 - i. If values incorrect, contact the support at toll free: (877) 435-7363 (option 1), or email ra-psc_supplier_requests@pa.gov to correct
- b. Second Address information populated with your mailing address and is read-only.
 - i. If values incorrect, contact the support at toll free: (877) 435-7363 (option 1), or email ra-psc_supplier_requests@pa.gov to correct

REVIEW CERTIFICATIONS AND DOWNLOAD CERTIFICATES

1. Click on the Certifications tab



2. Review the Certifications (examples shown below)

Certificate Number	Jurisdiction	Certificate Type	Issued Date	Recertification Date	Expiration Date	Status	Download
123456201909-SB	BDISBO	SB	09/20/2019		09/30/2021	Active	
123456201909-SDB-M	BDISBO	SDB	09/20/2019		09/30/2021	Active	
123456789	National Minority Supplier Development Council	MBE	09/20/2019		09/30/2021	Active	

- a. Information read-only
- b. Current SB, SDB, and VBE certificates can be downloaded at any time
 - i. Only BDISBO certificates are available for download
- c. If values incorrect, please contact BDISBO at RA-SmallBusiness@pa.gov or GS-BDISBO@pa.gov for assistance.

REVIEW INDUSTRY UNSPSC CODES

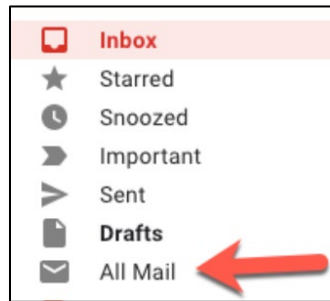
1. Click on **Industry** tab



2. Codes can be updated directly at time of initial certification or during recertification
 - a. Contact BDISBO at RA-SmallBusiness@pa.gov or GS-BDISBO@pa.gov for code changes at any other time

EMAIL NOT RECEIVED

1. Check your spam or junk folder for an email from **DoNotReply@prismcompliance.com** or **BDISBO@prismcompliance.com**.
2. *Gmail* users
 - a. Select the **All Mail** tab If expected email doesn't appear in either the inbox or junk mail



3. Contact BDISBO at RA-SmallBusiness@pa.gov or GS-BDISBO@pa.gov if email is not received or is not found in junk mail

WHAT ARE THEY

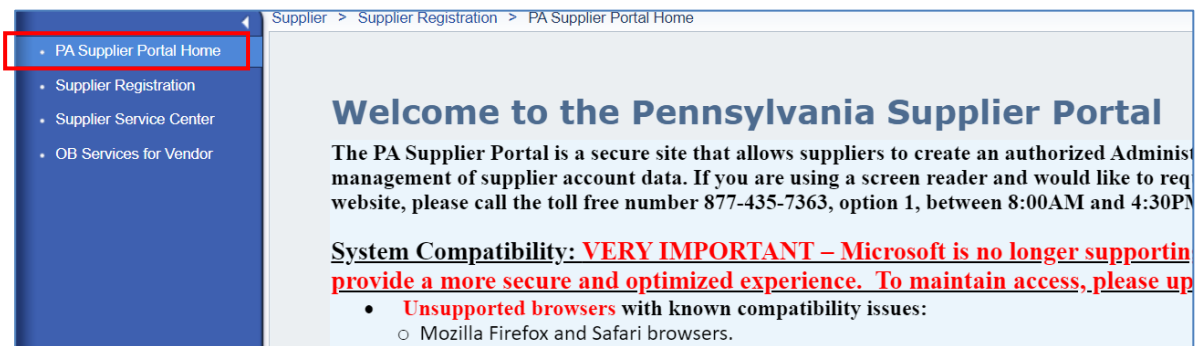
1. Begin with 6, 7, or 8
2. Cannot place bids or self-certify for Small Business or verify as a Small Diverse Business or Veteran Business Enterprise
3. Generally assigned to specific entities such as
 - Borrowers
 - Fire Companies
 - School Districts
 - Boroughs
 - Grantees or Grant Recipients
 - Service Providers to Victims of Crime
 - Cities
 - Lessors
 - State Governments
 - Counties
 - Local Governments
 - Townships
 - Cyber Schools
 - Loan Recipients
 - Utility Providers
 - Daycares
 - Municipalities
 - Victims of Crime
 - Federal Government
 - Other Non-Procurement Vendors

HOW TO UPDATE TO A PROCUREMENT VENDOR ID

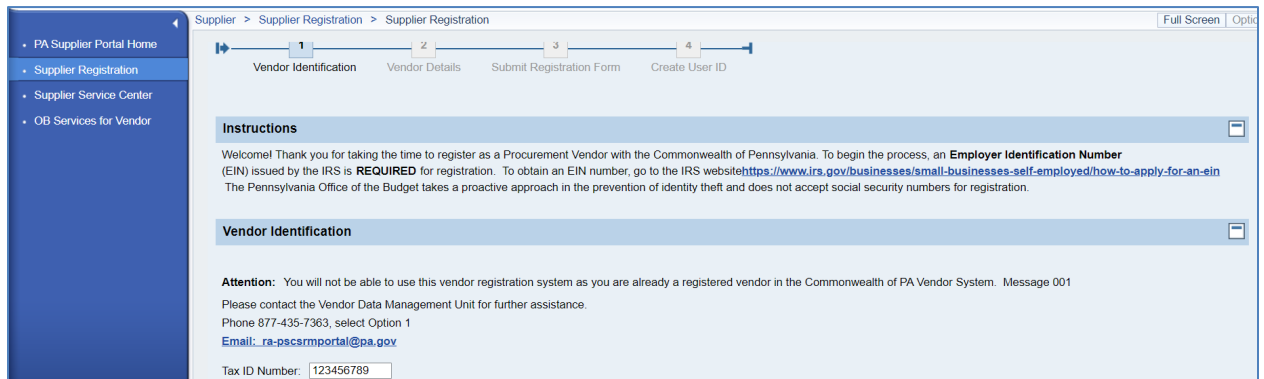
For questions or additional help with your supplier registration, please contact the Vendor Data Management Unit (VDMU) at psc_supplier_requests@pa.gov or 877-435-7363, Option 1.

If your Non-Procurement vendor account is set up through your SSN

1. An Employer Identification Number (EIN) is required for a Procurement vendor account and SAP number
 - a. Apply for EIN at <https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online>
2. Once you have an EIN, complete the **Supplier Registration** at www.pasupplierportal.state.pa.us



3. Follow instructions in Step 2, *Non-Procurement vendor account set up through EIN*, if receive message already a registered vendor in the Commonwealth of PA Vendor System



If your Non-Procurement vendor account is set up through your EIN

1. Complete [Unlock Vendor Record Request or Change to Procurement Vendor Type](#) form (see [Non-Procurement Vendor Help](#) page)
2. Forward completed form to ra-psc_supplier_requests@pa.gov

DEFINITIONS

Dominance – A business dominant in its field of operation is one that exercises control or major influence in its industry.

Full-Time Equivalent (FTE) Employees – Employees includes full-time, part-time, and temporary employees, including owners and management personnel for all facilities, inside and outside the commonwealth.

FTE Employees includes all personnel noted above employed at any point during the given tax year. The value is calculated over the duration of the 12-MONTH (52-WEEK) [TAX YEAR](#) using the formula below.

The most recently completed tax year will be used to determine Small Business eligibility. For new businesses established during the current tax year in progress, the FTE Employee value will be calculated from the date the business was established through the date the Small Business application was submitted.

$$\frac{\text{All Hours Worked by All Employees}}{\text{Total Hours in a Full Time Schedule}}$$

Gross Receipts – The *Gross receipts or sales* value reported on Line 1a of Federal Form 1065, *US Return of Partnership Income*, Form 1120, *Corporation Income Tax Return*, Form 1120S, *Income Tax Return for an S Corporation*, or Line 1 of Schedule C (Form 1040), *Profit or Loss from Business (Sole Proprietorship)*. This is the value taken before any deductions or subtractions.

Holding or Parent Company – A holding company is a parent company — usually a corporation or LLC — that is created to buy and control the ownership interests of other companies. The companies that are owned or controlled by a corporation holding company or an LLC holding company are called its subsidiaries.

Independence – Factors that determine independent ownership include the date the business was established together with its relationship with other firms in terms of operational and managerial control, personnel, facilities, equipment, financial support, exclusive dealings, and the extent to which resources are shared with other firms. A business that is a subsidiary of another business or is owned principally by another business entity or by a trust (including an employee stock ownership plan) does not meet this requirement. However, if a parent or holding company, established for tax, capitalization, or other purposes consistent with industry practice, in turn owns and controls an operating subsidiary, the subsidiary may be considered independently owned if it otherwise meets all small business eligibility requirements. In this situation, the individual owners and controllers of the parent or holding company are deemed to control the subsidiary through the parent or holding company.

PA Supplier Portal – The commonwealth’s secure site at www.pasupplierportal.state.pa.us that allows commonwealth suppliers and contractors to create an authorized Administrative User providing access to registration and self-management of supplier account data. Vendor registration as a Procurement vendor is required for vendors who wish to do business with the commonwealth and participate in the commonwealth’s Small Business self-certification and Small Diverse Business and Veteran Business Enterprise verification programs.

Parent Company – See [Holding Company](#)

PRISM – The commonwealth’s Small Business, Small Diverse Business, and Veteran Business Enterprise online application portal.

SAP Number or Vendor ID – A 6-digit number assigned to vendors who have registered to do business with the commonwealth as Procurement or Non-Procurement vendors through the [PA Supplier Portal](#).

Small Diverse Business (SDB) – The commonwealth’s minority-owned, woman-owned, LGBTQ-owned, disability-owned, and service-disabled veteran-owned business verification program. Eligible businesses must meet the [requirements](#) for Small Business self-certification and hold a valid certification from an approved third-party certifier.

Subsidiary – An entity (e.g., a corporation) in which another entity has a controlling share.

Tax Year – A tax year that follows the calendar year refers to the 12 consecutive months beginning Jan. 1 and ending Dec. 31. A fiscal year is any period of 12 consecutive months that ends on any day of any month, except for the last day of December.

Third-Party Certifier – Organization providing certifications accepted by the commonwealth for verification as Small Diverse Business or Veteran Business Enterprise. [View a listing of currently accepted third-party certifiers.](#)

Small Business (SB) – A self-certification program for small businesses to participate on commonwealth contracts reserved for small businesses and a prerequisite for Small Diverse Business and Veteran Business Enterprise verification. Eligible businesses must meet the [requirements](#) for Small Business self-certification.

Vendor ID – See [SAP Number](#).

Vendor Registration – Vendors wishing to do business with the commonwealth must register and obtain a 6-digit SAP Number (Vendor ID) on the [PA Supplier Portal](#). Procurement vendor registration is for the following descriptions: Procurement, COSTARS, Bids, IFB, ITQ, R3-RFQ, RFGA, RFI, RFP, RFQUAL-P3, SFP, Small Diverse Business, Small Business, Woman-owned Business, Veteran-owned Business, Contracts, Auto ITQ, Construction, eMarketplace. Non-Procurement vendor registration is for the following descriptions: Borrower/Loan Recipient, Day Care, Fire Company, Grantee or Grant Recipient, Government Entities, Other Non-Procurement, Real Estate Leasing or Lessor, School District or Cyber School, Service Provider to Victim of Crime or Victim of Crime, Utility Provider. *Non-Procurement vendors cannot self-certify as a small, diverse business or place bids.*

Veteran Business Enterprise (VBE) – The commonwealth’s veteran-owned and service-disabled veteran-owned business verification program. Eligible businesses must meet the [requirements](#) for Small Business self-certification and hold a valid certification from an approved third-party certifier.

I'm Ready to Certify My Small Business CHECKLIST

Have Prepared

For all application types:

- ✓ Company EIN/Tax ID Number
- ✓ 6-Digit SAP #/Vendor ID
- ✓ Full-Time Equivalent Employees
- ✓ Three most recently filed federal tax returns

If also applying for Small Diverse Business:

- ✓ Proof of valid third-party certification.- If you do not already have a valid third-party certification, apply for one with one of our partners listed below.
- ✓ Proof of gender or race/ethnicity (if minority or woman-owned status not specified on third-party certificate or profile)

If also applying for Veteran Business Enterprise:

- ✓ Proof of valid third-party certification. If you do not already have a valid third-party certification, apply for one with one of our partners listed below.

OUR THIRD-PARTY PARTNERS*

- Women-owned
 - [Woman's Business Enterprise National Council \(WBENC\)](#)
 - [Unified Certification Program \(UCP\)](#)
 - [United States Small Business Administration \(SBA\) 8\(a\) Program](#)
- Minority-owned
 - [National Minority Supplier Development Council \(NMSDC\)](#)
 - [Unified Certification Program \(UCP\)](#)
 - [United States Small Business Administration \(SBA\) 8\(a\) Program](#)
- LGBTQ+-owned
 - [National LGBT Chamber of Commerce \(NGLCC\)](#)
- Disability owned
 - [Disability:IN](#)
- Service-Disabled Veteran owned
 - Service-Disabled Veteran only [Veteran Small Business Certification \(VetCert\)](#)
 - [Disability:IN](#)
- Veteran-owned
 - [Veteran Small Business Certification \(VetCert\)](#)
 - Service-Disabled Veteran only [Disability:IN](#)

***Depending upon workload Third-Party Certifications may take between 90 -365 days for processing and review completion. Third-Party certifiers may have an application fee and or renewal fees, please check individual certifier's requirements and fees as outlined on their respective websites as referenced above.**

- 8(a). *See* Third-Party Certifier
- Application Checklist, 36
- DisabilityIN. *See* Third-Party Certifier
- Dominance, 34
- Employees. *See* Full-Time Equivalent Employees
- FTE Employees. *See* Full-Time Equivalent Employees
- Full-Time Equivalent Employees, 3, 34
- Gross Receipts, 34
- Holding Company, 34
- National LGBT Chamber of Commerce (NGLCC). *See* Third-Party Certifier
- National Minority Supplier Development Council (NMSDC). *See* Third-Party Certifier
- NGLCC. *See* Third-Party Certifier
- NMSDC. *See* Third-Party Certifier
- PA Supplier Portal, 34
- Parent Company, 34
- PRISM, 34
- SAP Number, 34
- SBA 8(a). *See* Third-Party Certifier
- Small Business, 35
- Small Business Administration (SBA) 8(a) Program. *See* Third-Party Certifier
- Small Diverse Business, 34
- Subsidiary, 35
- Supplier Portal, 34
- Tax Year, 35
- Third-Party Certifier, 35
 - Accepted Certifications, 3
- UCP. *See* Third-Party Certifier
- Unified Certification Program (UCP). *See* Third-Party Certifier
- Vendor ID, 35
- Vendor Registration, 35
- VetCert. *See* Third-Party Certifier
- Veteran Business Enterprise, 35
- Veteran Small Business Certification (VetCert). *See* Third-Party Certifier
- WBENC. *See* Third-Party Certifier
- Woman's Business Enterprise National Council (WBENC), 3, *See* Third-Party Certifier

APPENDIX D

DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

I. DBE GOAL—

The Pennsylvania Department of Transportation (Department) has established, in connection with this contract, a Disadvantaged Business Enterprise (DBE) goal as specified in the Request for Proposal/Request for Quote/Invitation for Bid for the utilization of for profit, small business concerns that are 51% owned and controlled by socially and economically disadvantaged (disadvantaged) individuals certified by the PA Unified Certification Program (PA UCP) as DBEs. *For the purposes of this document, the term 'bid' refers to the response to a request for proposal, request for quote, or invitation for bid.* The DBE goal is stated in terms of total project cost and is based on the project's potential for subcontracted work and the availability of DBEs to perform such work. If the DBE goal is zero, the selected vendor will be required to make a DBE good faith effort (GFE) to identify, solicit, and utilize DBEs and Small Business Enterprises (SBEs). This DBE goal remains in effect for the life of the project.

The selected vendor shall include the following provisions (paragraphs a through d) in every subcontract. These provisions shall be binding upon the selected vendor as well each subcontractor, supplier, service provider or consultant.

- (a) **Policy for Federally-Funded Projects.** It is the policy of the U.S. Department of Transportation (DOT) and the Department that DBEs, as defined in 49 CFR Part 26, (Part 26) and this specification, be afforded the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this contract. Consequently, the DBE requirements of Part 26, apply to this contract.
- (b) **DBE Obligation.** The selected vendor will take all necessary and reasonable steps to ensure that DBEs have the opportunity to compete for and to perform contracts. The selected vendor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of the Department and DOT - assisted contracts.
- (c) **Failure to Comply with DBE Requirements.** Failure to carry out the requirements as specified constitutes a breach of contract and may result in termination of the contract, being barred from bidding on Department contracts for up to three (3) years, or any other remedy that the Department deems appropriate. Failure to comply with DBE requirements may include, but is not limited to, failure to submit DBE Participation information with the bid, failure to exert a reasonable Good Faith Effort to meet the established DBE goal, or failure to realize the approved DBE participation level set forth may result in the selected vendor being declared ineligible for the contract.
- (d) **Small Business Enterprise (SBE) Participation.** The recruitment and utilization of certified SBEs serves as an additional requirement in addition to all other equal opportunity requirements of the contract. There is no SBE goal for this contract.

II. DEFINITIONS—

The following definitions apply for terms used in this specification:

- (a) **Certified Disadvantaged Business Enterprise (DBE).** A for-profit small business concern that meets the following requirements:
 1. DBE certification from the Pennsylvania Unified Certification Program (PAUCP) as listed on www.paucp.com.
 2. Meets the ownership and control requirements of the DBE certification program as set forth in Part 26.
 3. Meets the Personal Net Worth requirements of the DBE certification program.

- (b) **Certified Small Business Enterprise (SBE).** A for-profit small business concern that meets the following requirements:
 1. Obtains certification as an SBE by the Department as listed on www.dotsbe.pa.gov.
 2. Meets the ownership and control requirements of the SBE certification program.
 3. Meets the Personal Net Worth requirements of the SBE certification program.
- (c) **Commercially Useful Function (CUF).** A DBE performs a CUF when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing (where applicable), and paying for the material itself.
- (d) **Interdisciplinary Review Team (IRT).** A team of three (3) individuals representing the Department's Bureaus of Equal Opportunity and representatives from the impacted business area(s) that performs the initial review of the GFE documentation and makes the recommendation to the Director of the Bureau of Equal Opportunity.
- (e) **Committee.** The GFE Review Committee.
- (f) **Director.** Director, Bureau of Equal Opportunity.
- (g) **DBE Participation.** The work performed by DBEs on the contract and counted toward the project's DBE goal. This information is to be submitted with the bid and if approved becomes a contractual obligation for the life of the contract.
- (h) **Revised DBE Participation.** If, during the performance of the contract the DBE Participation requires revision, the selected vendor must request approval from the Department. If approved, the Revised DBE Participation becomes a contractual obligation for the life of the contract.
- (i) **Supplier.** A manufacturer, regular dealer, or transaction expeditor/broker.
 1. **Manufacturer.** A DBE/SBE that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
 2. **Regular Dealer.** A DBE/SBE that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided above if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.
 3. **Transaction Expeditor/Broker.** A DBE/SBE packager, broker, manufacturers' representatives, or other persons who arrange or expedite transactions and who arrange for material drop-shipsments.
- (j) **Service Provider.** A DBE/SBE that performs professional, technical consultant, or managerial services.
- (k) **Shortfall.** The difference between the dollar amount on the approved DBE commitment and the amount of payments to the approved DBE entities.

III. COUNTING DBE PARTICIPATION

Utilization of certified DBEs is in addition to all other equal opportunity requirements of the contract.

Count DBE Participation toward meeting the DBE Goal for federal projects as follows: If a firm is a certified DBE contractor or subcontractor at the time of submission for the bid, the total dollar value of the contract awarded to the certified DBE is counted toward the applicable DBE goal as provided below. Any services to be performed by a DBE are required to be readily identifiable to the project.

(a) Construction.

1. **Prime Contractor.** The Department requires that all prime contractors including DBE prime contractors perform at least 50% of the work on a Department project. A DBE prime contractor will receive credit for all work performed with its own forces. The Department strongly encourages DBE prime contractors to make additional outreach efforts to solicit DBEs to perform subcontracting work on the project.

2. **Subcontractor.** When a DBE participates in a contract directly as a subcontractor or as a second-tier or lower-tier subcontractor, count only the value of the work actually performed by the DBE.

Count the entire amount of that portion of a contract that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the subcontract, including supplies purchased or equipment leased by the DBE.

When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count towards the contract's DBE goal.

Count expenditures to a DBE contractor only if the DBE is performing a CUF on that contract.

(b) Materials and Supplies.

1. **DBE Manufacturer.** If the materials or supplies are obtained from a DBE manufacturer, count 100% of the cost of the materials or supplies.
2. **DBE Regular Dealer.** If the materials or supplies are purchased from a DBE regular dealer, count 60% of the cost of the materials or supplies.
3. **DBE Transaction Expeditor/Broker.** If the materials or supplies are purchased from a DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves.

- (c) **Service Providers.** Count toward the DBE Goal 100% of expenditures of DBE services including, professional, technical, consultant, or managerial services. Count fees or commissions charged for providing any bonds or insurance specifically required for the performance the contract, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.

- (d) **Trucking Firms.** Count 100% of trucking costs using the following factors to determine what can be counted:

1. Count if the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
2. Count if the DBE owns and operates at least one fully licensed, insured, and operational truck used on the contract.

3. Count the total value of the transportation services the DBE provides on the contract using trucks it owns, insures, and operates using drivers it employs.
4. The DBE may lease trucks from another DBE firm, including an owner-operator who is a certified DBE. If the DBE leases trucks from another DBE, count the total value of the transportation services the lessee DBE provides on the contract.
5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. If the DBE leases trucks from a non-DBE count only the fee or commission it paid as a result of the lease arrangement. Do not count the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
6. For purposes of this provision, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from being used for work for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

IV. COUNTING SBE PARTICIPATION

- (a) Recruitment and utilization of certified SBEs is in addition to all other equal opportunity requirements of the contract.
- (b) There is no SBE goal.
- (c) Count SBE participation the same as DBE participation.

V. ACTIONS REQUIRED BY THE BIDDER AT THE BIDDING STAGE AND PRIOR TO AWARD FOR PROJECTS WITH A DBE GOAL—

- (a) **Submission Requirements.** The selected vendor must include its DBE Participation with the bid by completing Form EO-385. This submission must include the business name of the DBE firm with address, contact person, and phone number, a detailed narrative description of the service to be provided by the DBE along with the corresponding North American Industry Classification System (NAICS) code(s), and the percent of the bid's cost to be contractually allocated to the DBE in the bid submission. Do not request or include physical certification letters. The PA UCP database at www.paucp.com is the only resource that should be used to verify DBE eligibility. In addition, please note that DBE certification does not expire and expiration dates should not be requested or included. As long as a firm remains visible in the PA UCP database they remain eligible to participate as a DBE on federally-assisted contracts.

When the DBE goal established by the Department is not met (the Department will not round), demonstrate a Good Faith Effort (GFE) to meet the contract's DBE goal. Demonstrate that the efforts made were those that a vendor seeking to meet the DBE goal established by the Department would make, given all relevant circumstances. Failure to include GFE documentation with the submission, when the DBE goal is not met, will result in rejection of the bid.

- (b) **Good Faith Effort Requirements.** In response to a bid, the vendor must make a 'Good Faith Effort' to subcontract a portion of the contract work to certified DBEs. The demonstration of GFE is accomplished by seeking out DBE participation in the contract given all relevant circumstances. If unable to meet the contracts established DBE Goal, the selected vendor must submit documentation of its GFE. The following illustrate the types of efforts that may be taken, but they are not deemed to be exclusive or exhaustive. The Director and/or Committee will consider other factors and types of efforts that may be relevant:

- Efforts made to solicit through all reasonable and available means (e.g., use of the DBE Directory, attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The selected vendor must provide written notification, at least fifteen (15) calendar days prior to the bid due date, to allow the DBEs to respond to the solicitation. The selected vendor must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- Efforts made to select portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the selected vendor might otherwise prefer to perform these work items with its own forces.
- Efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- Efforts made to negotiate in good faith with interested DBEs. It is the selected vendor's responsibility to make a portion of the contract work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work. A vendor using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract DBE goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a vendor's failure to meet the contract's DBE goal, as long as such costs are reasonable. Also, the ability or desire of the selected vendor to perform the work of a contract with its own work force does not relieve the vendor of the responsibility to make GFE. The selected vendor is not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable. In situations where the selected vendor chooses to reject a DBE firm's quote over a non-DBE firm solely due to cost, copies of the quotes received from both the DBE and non-DBE firm must be included in the GFE documentation.
- The selected vendor's determination of a DBE as being unqualified without sound reasons based on a thorough investigation of their capabilities. The selected vendor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the selected vendor's efforts to meet the DBE contract goal.
- Efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance.
- Efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- Efforts to effectively use the services of the Department's DBE and/or SBE Supportive Services Centers, services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

VI. ACTIONS TO BE TAKEN BY THE DEPARTMENT BEFORE AWARD—

- (a) **Approval.** If the selected vendor includes the DBE Participation with their bid, meets the contract's DBE goal, and all other contract requirements, the Department will approve the submission.
- (b) **Good Faith Effort Review.** If the selected vendor includes the DBE Participation with their bid, but fails to meet the contract's DBE goal, the Department will review the GFE documentation included with

the bid. The selected vendor may not provide additional GFE documentation beyond what is included at the time of bid submission. However, if during the review of the vendor's GFE information the reviewers have questions, the selected vendor may be contacted by the IRT Chairperson for clarification. The GFE steps to be taken are as follows:

1. The IRT reviews and makes a recommendation to the Director.
2. The Director will do one of the following:
 - a. Concur with the IRT recommendation that a GFE was made and the DBE Participation will be approved;
 - b. Concur with the IRT disapproval of the GFE submission. The selected vendor will be afforded the opportunity for administrative reconsideration as required by Part 26.
 - (i.) If the selected vendor requests administrative reconsideration, the Director forwards the GFE request to the Committee.
 - (ii.) If the selected vendor does not request administrative reconsideration, then the recommendation stands and the GFE is disapproved. The selected vendor must notify the Department to this effect in writing. The bid will then be considered non-responsive and will be rejected.
 - c. Disagree with the IRT recommendation. If the Director determines that a GFE has been made, the DBE Participation will be approved. If the Director determines that a GFE has not been made, the selected vendor will be afforded the administrative reconsideration process as described above.
3. If administrative reconsideration is requested, the Committee meets and makes the final determination. If the Committee determines that the selected vendor made a GFE, the DBE Participation will be approved. If the Committee determines that the selected vendor has failed to make a GFE, the bid will be rejected and the selected vendor will be notified of the rejection. The Department will then review the next selected vendor's DBE participation to determine if the DBE goal is met or if a GFE was made.

VII. ACTION TO BE TAKEN BY THE DEPARTMENT DURING PERFORMANCE OF THE CONTRACT—

To ensure that all obligations awarded to DBEs under this contract are met, the Department will review the selected vendor's DBE involvement efforts during the performance of the contract whether or not the DBE is listed on the approved DBE Participation. The review will include a CUF review and analysis for all DBEs performing on the contract.

Sanctions. Upon completion of the work the Department will review the actual DBE participation and make a determination regarding the selected vendor's compliance with the applicable requirements. Sanctions may be imposed for noncompliance or unwarranted shortfalls in the approved DBE goal.

VIII. ACTIONS REQUIRED BY THE SELECTED VENDOR DURING PERFORMANCE OF THE CONTRACT—

- (a) **DBE Participation.** When DBE Participation is approved in an amount less than the contract's DBE goal, continue GFE toward meeting the contract's DBE goal for the life of the contract. Ensure that the DBE Participation is attained. Proof of attainment is provided by payments to DBEs and documented in monthly reports.
- (b) **DBE Revised Participation.** Obtain written consent from the impacted business area before substituting a DBE or making any change to the approved DBE Participation or any other DBE performing on the project. Immediately request substitution authorization from the impacted business area in writing who will contact the Bureau of Equal Opportunity. The request must include documentation supporting the substitution and written agreement from the DBE to the change. Include proof that a certified letter giving

the DBE five (5) days to respond with acceptance or to notify the Department of non-acceptance. Demonstrate that every effort has been made to allow the DBE to perform.

1. If the arrangement to be replaced is agreeable between the selected vendor and the DBE, document the following procedures:
 - Make a GFE to subcontract the work with another DBE, or subcontract other work items to DBE firms, to make up the DBE shortfall. The selected vendor has seven (7) days from approval of its request to submit the GFE documentation. The selected vendor may request additional time by contacting the impacted business area in writing.
 - When the substitution results in meeting the DBE goal, complete a Revised DBE Participation which includes letter(s) from the DBE(s) of their intent to perform on the contract. If the DBE being replaced or substituted has already performed on the contract, the Revised Participation request should include the total amount paid to the DBE prior to its substitution or replacement.
 - When the substitution does not result in meeting the DBE goal, complete a Revised DBE Participation with DBE acknowledgement and provide GFE documentation. If the DBE performed on the project, the Revised DBE Participation should include the total amount paid to the DBE prior to their substitution.

Good Faith Effort Review. The Department will review the GFE documentation for substitution. If, during the review of the selected vendor's GFE information and documentation, the reviewers have questions, the selected vendor may be contacted for clarification. The GFE steps to be taken are, as follows:

- a. The impacted business area reviews and, if acceptable, approves the GFE and Revised DBE Participation or recommends that the IRT make the determination.
- b. The IRT either:
 1. Approves recommendation that the GFE was met and the Revised DBE Participation will be approved, or
 2. Disapproves the GFE resulting in a shortfall requiring the selected vendor to continue to fulfill its GFE obligation and commitment.
- c. If forwarded to them by the impacted business area, the IRT makes a final determination.

Do not perform any of the DBE work included in the substitution request without prior written approval from the Department.

If the projected DBE participation meets or exceeds the DBE goal amount for the contract without replacing the DBE, then no contract shortfall exists. A Revised DBE Participation must be submitted to reflect the decreased dollar amount.

2. If the arrangement to be replaced is not agreeable between the selected vendor and the DBE, the following procedures are required:
 - Until a determination is made, do not perform the DBE work without prior approval.
 - The IRT will review and make a determination and the impacted business area will notify both the selected vendor and the DBE.
 - The selected vendor or the DBE may request a meeting with the Department by contacting the impacted business area.

(e) SBE Participation. There is no goal for SBE participation. However, the utilization of SBE firms must be reported and documented in monthly reports with proof of payment consistent with the process for DBE firms.

(f) Additional Work. When additional work is required for any classification of work which is identified on the DBE Participation to be performed by the DBE, at least (50%) of this additional work will be performed by the same DBE unless the DBE submits, in writing, that he/she cannot perform the work due to his/her own limitations.

(g) Progress Payments. Make payments to all subcontractors, suppliers, service providers, and consultants no later than ten (10) days after being reimbursed by the Department. Document all DBE and SBE progress payments via the Monthly DBE/SBE Status Report, EO-402. The form is to be submitted no later than ten (10) days following the start of the month for the proceeding month's activity PennDOTDBEGoal@pa.gov. Bring to the attention of the Department, in writing, any situation in which regularly scheduled progress payments are not made to DBE/SBE subcontractors, suppliers, service providers or consultants.

(h) Records and Reports. Keep such project records as are necessary to determine compliance with DBE Requirements. These records can be used as GFE documentation. Design these records to indicate:

- The number of disadvantaged and non-disadvantaged subcontractors, small businesses, regular dealers, manufacturers, consultants, and service providers, and the type of work or services performed on or materials incorporated in this project.
- The progress and efforts made in seeking out DBE and SBE contractor organizations and individual DBEs and SBEs for work on this project.
- Documentation of all correspondence, personal contacts, telephone calls, etc., to obtain the services of DBEs and SBEs for this project. Submit reports, as required by the Department. Certify that the amounts were actually paid to the DBE and SBE for work performed on the project and keep cancelled checks on file in the home office to reflect payment for the specific project and for inspection and audit by the Department. Enter the payment information on the monthly payment report which will include the following:
 - The number of contracts awarded to DBEs and SBEs, noting the type of work and amount of each contract executed with each firm and including the execution date of each contract.
 - The amount paid to each DBE and SBE during the month and the amount paid to date. If no payments are made to a DBE/SBE during the month, enter a zero (\$0.00) payment.
 - Paid invoices or a certification attesting to the actual amount paid to each firm, upon completion of the individual DBE's and SBE's work. In the event the actual amount paid is less than the award amount, provide a complete explanation of the difference.

Maintain all such records for a period of three (3) years following acceptance of final payment. Make these records available for inspection by the Department and FHWA.

If DBE credit is being claimed for material costs included in a DBE subcontract or agreement, submit purchase orders for the material to PennDOTDBEGoal@pa.gov on a monthly basis in conjunction with the monthly payment report.

Instructions for Completion of EO-385, DBE Participation for Federally Funded Service Agreements

General Information

Bid/Contract Number: Indicate the bid/contract number for which the form is being completed.

DBE Goal %: Indicate the DBE goal established for the contract.

Firm Name of Bidder/Offeror: Indicate the name of your firm.

DBE Information

1. For each DBE firm you are committing to use on the contract you must provide the following:
 - a. DBE FIRM NAME: Indicate the name of the DBE firm be committed to for the project.
 - b. ADDRESS: Provide the address information (street, city, and state) for the DBE firm.
 - c. CONTACT PERSON: Identify the contact person for the DBE firm.
 - d. PHONE NUMBER: Provide a phone number for the DBE firm.
 - e. DESCRIPTION OF WORK TO BE PERFORMED BY THE DBE: Provide a detailed narrative description of the work to be performed by the DBE on the contract.
 - f. DBE PERFORMING AS: Indicate a DBE's role on the project for counting purposes. Refer to the 'DBE Requirements Appendix' for more detailed information regarding DBE crediting potential.
 - g. NAICS: Provide the North American Industry Classification System (NAICS) code(s) that correspond(s) to the work to be performed by the DBE firm.
 - h. % OF TOTAL PRIME BID COMMITTED TO DBE FIRM: Indicate the percentage of the total bid to be contractually allocated to the DBE firm.

2. Once the form is complete it needs to be signed and dated by an authorized official of the DBE firm as acknowledgement that they intend to work on the project if the bidder/offeror is successful.

3. Once the form has been signed and dated by the DBE firm, the bidder/offeror must sign and date certifying that information on the form is true and accurate.

Should you have any questions or concerns in completing this report you may contact the Bureau of Equal Opportunity for guidance. The Bureau can be reached via the email resource account, PennDOTDBEGoal@pa.gov or via telephone at 717-787-5891.



DBE PARTICIPATION FOR FEDERALLY FUNDED SERVICE AGREEMENTS

Form ____ of ____

Complete this form for each DBE who will perform on the project.

BID/CONTRACT NUMBER	DBE GOAL %
FIRM NAME OF BIDDER/OFFEROR	

COMPLETE THIS SECTION FOR DBE FIRM

DBE FIRM NAME	
ADDRESS	
CONTACT PERSON	PHONE NUMBER
DESCRIPTION OF WORK TO BE PERFORMED BY THE DBE	
DBE PERFORMING AS (CHECK ONLY ONE): <div><input type="checkbox"/> Prime Contractor</div> <div><input type="checkbox"/> Subcontractor</div> <div><input type="checkbox"/> Service Provider</div> <div><input type="checkbox"/> Trucking Firm</div> <div><input type="checkbox"/> Supplier</div> <i><u>If supplier you must check one of the following:</u></i> <div><input type="checkbox"/> Manufacturer</div> <div><input type="checkbox"/> Regular Dealer</div> <div><input type="checkbox"/> Transaction Expeditor/Broker</div>	
NAICS CODE(S)	% OF TOTAL PRIME BID COMMITTED TO DBE FIRM

I am a DBE certified by the Pennsylvania Unified Certification Program with the NAICS code noted above. I hereby certify that I intend to enter into a subcontract for this project if the bidder/offeror is successful.

Signature of DBE: _____ Date: _____
(Signature and Title of Company Official) (mm/dd/yyyy)

I hereby certify, on behalf of, and intending to bind, the bidder/offeror, that the information contained herein is true and correct to the best of my knowledge.

Signature of Bidder/Offeror: _____ Date: _____
(Signature and Title of Company Official) (mm/dd/yyyy)

PENNDOT USE ONLY

☐ Approved ☐ Disapproved

Signature of Reviewer: _____ Date: _____
(mm/dd/yyyy)

Instructions for Completion of EO-402, Monthly DBE Status Report

General Information

Report No: Indicate the Report Number. Report numbers are sequential starting with "1".

Final: This box should only be checked if this is the final monthly report for the contract.

Reporting Month: Indicate the month the reporting period covers.

Reporting Year: Indicate the year the reporting period covers.

Contract Information

1. For each active contract (which contains federal funds) you must complete the following:
 - a. **CONTRACT NUMBER:** Indicate the contract number assigned by the Department.
 - b. **COUNTY:** Indicate the County of work where the contract or project will be performed. If the contract is not specific to a particular County, indicate the applicable PennDOT Engineering District where the work will be performed or Commonwealth wide as appropriate.
 - c. **PROJECT NUMBER:** If a project number is assigned by the Department, which is different from the contract number noted above, list that here.
 - d. **FEDERAL NUMBER:** Indicate the federal project number for the contract, if applicable.
 - e. **PRIME CONTRACTOR:** Indicate the firm name of the vendor awarded the contract (prime).
 - f. **DBE GOAL:** List the DBE Goal percentage assigned to the contract. If no DBE goal is assigned, list 0%.
 - g. **ORIGINAL CONTRACT AMOUNT:** Provide the total dollar amount of the prime contract at time of award.
 - h. **CURRENT CONTRACT AMOUNT:** Provide the current total dollar amount of the prime contract. This should take into account work or change orders issued since the original contract was awarded.
2. The remainder of the report should reflect the utilization of all DBE firms during the reporting period. Even if no DBEs were utilized during the reporting month, you must still submit a report indicating no activity and any progress made from previous reporting periods.
 - a. **DBE FIRM NAME:** Indicate the name of the DBE firm being used on the contract.
 - b. **WHETHER LISTED ON DBE COMMITMENT:** If a DBE firm is being used to meet the contract's DBE goal, mark 'Yes'. If not mark 'No'.
 - c. **AMOUNT AS LISTED ON DBE COMMITMENT:** Provide the dollar amount the prime contractor committed to the DBE firm to meet the DBE goal. If the DBE firms was not listed on the DBE commitment leave the field blank or mark 'N/A'.
 - d. **DATE OF EXECUTED SUBCONTRACT:** State the date a subcontract was executed between the prime contractor and the DBE firm.
 - e. **DOLLAR AMOUNT OF EXECUTED SUBCONTRACT:** Provide the dollar amount of the executed subcontract between the prime contract and the DBE firm.
 - f. **DOLLAR AMOUNT PAID THIS MONTH:** Provide the dollar amount paid during the reporting month to the DBE firm in support of the prime contract.
 - g. **CHECK NUMBER:** Provide the check number(s) for payments made to a DBE firm during the reporting month in support of the prime contract.
 - h. **DOLLAR AMOUNT PAID TO DATE:** Provide the total dollar amount paid to date to DBE firms in support of the prime contract.
3. Once the report is complete the individual responsible should complete the following:
 - a. **COMPANY OFFICIAL'S SIGNATURE:** The completed report should be printed and signed by an official of the prime contractor certifying that the information on subcontracts and amounts paid to DBE firms are accurate and in accordance with contractual obligations.
 - b. **DATE:** State the date the report was completed and signed.
 - c. **TELEPHONE NUMBER:** Provide a telephone number where the company official can be reached should questions arise regarding the completed report.

MONTHLY DBE STATUS REPORT

Report No: _____ Final ☐

Reporting Month: _____ Reporting Year: _____

Contract Number:		County:		Original Contract Amount:			
Project Number:		Federal Number:					
Prime Contractor:			DBE Goal:		Current Contract Amount:		

DBE Firm(s) Name	Whether Listed On DBE Commitment	Amount as Listed on DBE Commitment	Date of Executed Subcontract	Dollar Amount of Executed Subcontract	Dollar Amount Paid This Month	Check Number	Dollar Amount Paid to Date

I certify that contracts have been executed with the above firms, amounts listed are accurate and payments were made in accordance with contractual obligations. Cancelled checks and/or supporting information will be on file for inspection or audit.

Company Official's Signature

Date

Telephone Number

Reviewed by

Date Received

DIVERSE BUSINESS PARTICIPATION FOR NON-FEDERALLY FUNDED PROJECTS

APPENDIX F

Diverse Business Participation for Non-Federally Funded Projects

NOTE: For use in non-federally funded professional service contracts other than those involving design professionals administered and issued by the Pennsylvania Department of Transportation (Department).

I. GENERAL GOOD FAITH EFFORT REQUIREMENTS—

Section 303 of Title 74 of the Pennsylvania Consolidated Statutes, 74 Pa.C.S. §303, requires offerors on contracts funded pursuant to the provisions of Title 74 (Transportation) administered and issued by the Department to make good faith efforts to solicit subcontractors that are Diverse Businesses (DBs) as defined in Section 303. The DB requirements of Section 303 apply to this contract.

Under the statute, offerors must make good faith efforts as set forth below to ensure that DBs have the opportunity to compete for and perform contracts. Do not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts. Failure to exert good faith efforts in the solicitation of subcontractors that are DBs may result in the offeror being declared ineligible for the contract.

Document and submit to the Department all good faith efforts to solicit subcontractors that are DBs as more fully described below. Offerors are encouraged to utilize and give consideration to second-tier or lower-tier subcontractors offering to utilize DBs in the selection and award of contracts.

Within 7 calendar days of being selected as the successful offeror, provide to the Department the name and business address of each subcontractors that is a DB and will provide the prime contractor with professional services in connection with the performance of the contract, all as set forth below.

If it becomes necessary to replace a subcontractor that is a DB at any time during the evaluation of a proposal or performance of awarded work the offeror or contractor, as appropriate, immediately notify the Department of the need to replace the DB. Include the reasons for the replacement in the notice.

Good faith efforts to solicit and use DBs are in addition to all other equal opportunity requirements of the contract.

Failure to comply with requirements of Section 303 or as specified may constitute a breach of contract and may result in imposition of sanctions as appropriate under Section 531 of the Procurement Code, 62 Pa.C.S. §531 (relating to debarment and suspension).

II. DEFINITIONS—

The following definitions apply for terms used in this specification:

- (a) **Disadvantaged Business.** A business that is owned or controlled by a majority of persons, not limited to members of minority groups, who are subject to racial or ethnic prejudice or cultural bias.
- (b) **Diverse Business (DB).** A disadvantaged business, minority-owned or women-owned business or service-disabled veteran-owned or veteran-owned small business that has been certified by a third-party certifying organization.
- (c) **Good Faith Effort Review Officer.** The Department's Executive Deputy Secretary for Administration or his/her designee, who reviews good faith efforts submitted by offerors.

- (d) **Minority-owned Business.** A business owned and controlled by a majority of individuals who are African Americans, Hispanic Americans, Native Americans, Asian Americans, Alaskans or Pacific Islanders.
- (e) **Professional Services.** An industry of infrequent, technical or unique functions performed by independent contractors or consultants whose occupation is the rendering of the services, including design professional services as defined in Section 901 of the Procurement Code, 62 Pa.C.S. §901 (relating to definitions); legal services; advertising or public relations services; accounting, auditing or actuarial services; security consulting services; computer and information technology services; and insurance underwriting services.
- (f) **Service-disabled Veteran.** Being in possession of a disability rating letter issued by the United States Department of Veterans Affairs or a disability determination from the United States Department of Defense or, if approved by the Department of General Services, a surviving spouse or permanent caregiver of a such a service-disabled veteran.
- (g) **Service-disabled Veteran-owned Small Business.** A business in the United States which is independently owned and controlled by a service-disabled veteran or veterans, not dominant in its field of operation, and employs 100 or fewer employees.
- (h) **Subcontractor.** Any individual, partnership, firm, or corporation entering into a contract with the contractor for work under the contract.
- (i) **Third-party Certifying Organization.** An organization that certifies a small business, minority-owned business, women-owned business or veteran-owned small business as a DB, including the National Minority Supplier Development Council; the Women's Business Enterprise Council, the Small Business Administration; the Department of Veterans Affairs; and the Pennsylvania Unified Certification Program.
- (j) **Veteran.** An individual who served on active duty in the United States Armed Forces, including a reservist or member of the National Guard who was discharged or released from the service under honorable conditions, a reservist or member of the National Guard who completed an initial term of enlistment or qualifying period of service, and a reservist or member of the National Guard who was disabled in the line of duty during training.
- (k) **Veteran-owned Small Business.** A business in the United States which is independently owned and controlled by a veteran or veterans, is not dominant in its field of operation, and employs 100 or fewer employees.

III. ACTIONS REQUIRED BY THE OFFEROR AT THE PROPOSAL STAGE AND PRIOR TO AWARD—

- (a) **Submission Requirements.** The apparent successful offeror that will self-perform 100% of its contract is required to submit paper documentation to include FORM EO 387 by 3:00 P.M. prevailing local time within 7 calendar days after the selection is published. Submit paper documentation by email to pd-non-ecms-db@pa.gov or by fax to (717) 772-4026. This paper documentation will become part of the contract.

The apparent successful offeror that will not self-perform 100% of its contract is required to demonstrate its good faith efforts to solicit subcontractors that are DBs by 3:00 P.M. prevailing local time on the seventh (7th) calendar day after the selection is published. Present good faith efforts by submitting paper documentation to include FORM EO 387 by email to pd-non-ecms-db@pa.gov or by fax to (717) 772-4026. The good faith efforts will become part of the contract.

The paper documentation of good faith efforts must include the business name and business address of each DB that will provide services and was solicited to provide services. Supporting documentation must also include a DB acknowledgment for each DB providing services, proof of certification, and any explanation of good faith efforts the offeror would like the Department to consider. Any services to be performed by a DB are required to be readily identifiable to the contract.

When the seventh (7th) calendar day after the selection falls on a day that the Department offices are closed, submit the good faith efforts by 3:00 P.M. prevailing local time on the next business day.

Failure to electronically submit good faith efforts within 7 calendar days of the selection by the 3:00 P.M. deadline will result in rejection of the proposal. The next ranked offeror will be notified to electronically submit good faith efforts in the manner described above by 3:00 P.M. prevailing local time within 7 calendar days of the notification.

(b) Good Faith Efforts Requirements. Good faith efforts are demonstrated by seeking out DB participation in the project given all relevant circumstances. The following illustrate the types of efforts that may be taken, but they are not deemed to be exclusive or exhaustive. The Good Faith Review Officer may consider other factors and types of efforts included in an offeror's submission of good faith efforts if deemed relevant.

1. Efforts made to solicit through all reasonable and available means (e.g., use of the DB Directory, advertising and/or written notices) the interest of all certified DBs with the capability to perform subcontracted work. The offeror must provide written notification at least 5 calendar days before the time solicitations are due to allow the DBs to respond to the solicitation. The offeror must determine with certainty if DBs are interested by taking appropriate steps to follow up initial solicitations.
2. Efforts made to select portions of the work to be performed by DBs. This includes, where appropriate, breaking out contract work into economically feasible units to facilitate DB participation.
3. Efforts made to provide interested DBs with adequate information about the services required in a timely manner to assist them in responding to a solicitation.
4. Efforts made to negotiate in good faith with interested DBs. Offerors are encouraged to make a portion of the work available to DBs and to select those portions of the work needs consistent with the available DBs so as to facilitate participation of DBs. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBs that were considered; a description of the information provided regarding the required services selected for subcontracting; and evidence as to why additional contracts could not be reached for DBs to perform the services. An offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including DB subcontractors, and would take a firm's capabilities into consideration as well as its own ability or desire to perform the services with its own work force.
5. Efforts made to thoroughly investigate DBs for qualification based on their capabilities. Offerors cannot reject or withhold solicitation of DBs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The DB's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of proposals in the offeror's efforts to meet the good faith efforts requirement.
6. Efforts to assist interested DBs in obtaining bonding, lines of credit, or insurance.
7. Efforts to assist interested DBs in obtaining necessary equipment, supplies, materials, or related assistance or services.
8. Efforts to effectively use existing databases and the resources of supportive services to assist in finding DBs.

IV. ACTIONS TO BE TAKEN BY THE DEPARTMENT BEFORE AWARD—

(a) Approval. If the apparent successful offeror submits acceptable good faith efforts by the deadline and meets all other contract requirements, the Department will approve the submission. The Good Faith

Review Officer will make the determination of whether the good faith efforts are acceptable. The offeror may be contacted for clarifications during the review.

- (b) **Conditional Approval.** The Department will issue a conditional approval of the good faith efforts to the apparent successful offeror if any DB has not been verified as a DB at the time the Department desires to award the contract.
- (c) **Rejection of Bid.** If the Good Faith Review Officer determines that the apparent successful offeror has failed to make acceptable good faith efforts, the proposal will be rejected and the apparent successful offeror will be notified of the rejection. The Department will then notify the next ranked offeror on the project to submit good faith efforts by 3:00 P.M. prevailing local time within 7 calendar days after notification. When the seventh (7th) calendar day after the notification falls on a day the Department offices are closed, submit good faith efforts by 3:00 P.M. prevailing local time on the next business day.

V. ACTIONS REQUIRED BY THE CONTRACTOR DURING PERFORMANCE OF THE SERVICES—

- (a) **DB Participation.** Continue good faith efforts for the life of the project.
- (b) **DB Subcontractor Approval.** Firms listed in the good faith efforts submission are not to commence work until they are approved.
- (a) **Conditional Approval Resolution.** Continually monitor conditional approval of DB subcontractors.
- (d) **Replacement or addition of DB.** If it becomes necessary to replace or add a subcontractor that is a DB at any time during performance of the services immediately notify the Department of the need to replace the DB. Include the reasons for the replacement in the notice. If a prime contractor who originally elected to self-perform all work subsequently decides to use a subcontractor for any work under the contract, the contractor must submit documentation of good faith efforts as to the work for which a subcontractor is obtained.
- (e) **Additional Work.** The obligation to make good faith efforts to solicit subcontractors that are DBs extends to additional work required for any service which is identified as to be performed by a DB.
- (f) **Payments.** Make payments to DB subcontractors in accordance with the prompt payment requirements of Chapter 39, Subchapter D of the Procurement Code, 62 Pa.C.S. §§3931 et seq. Performance of services by a DB subcontractor in accordance with the terms of the contract entitles the subcontractor to payment.
- (g) **Records and Reports.** Keep such project records as are necessary to perform the reporting function discussed below. These records can be used as documentation of good faith efforts. Design these records to indicate:
 - 1. The number of DB and non-DB subcontractors and the type of work or services performed on the project.
 - 2. The progress and efforts made in seeking out DB contractor organizations and individual DBs for services under the contract.
 - 3. Documentation of all correspondence, personal contacts, telephone calls, etc., to obtain the services of DBs. Submit reports, as required by the Department. Certify that the amounts were actually paid to the DB for services performed under the contract and keep cancelled checks on file in the home office to reflect payment for the specific contract and for inspection and audit by the Department. Track payment information and include the following:

- a. The number of contracts awarded (with approved subcontractors) to DBs, noting the type of service and amount of each contract executed with each firm and including the execution date of each contract.
- b. The amount paid to each DB during the month and the amount paid to date. If no payments are made to a DB during the month, enter a zero (\$0.00) payment.
- c. Paid invoices or a certification attesting to the actual amount paid to each firm, upon completion of the individual DB's work. In the event the actual amount paid is less than the award amount, provide a complete explanation of the difference.

Maintain all such records for a period of 3 years following acceptance of final payment. Make these records available for inspection by the Department.

VI. ACTIONS REQUIRED BY THE CONTRACTOR FOLLOWING COMPLETION OF THE SERVICES—

When requested, or within 30 days of the end of the contract submit a report to the Department summarizing the use of approved DB subcontractors.

Identify in the report the name of the subcontractor; the nature of the work or services performed by the subcontractor (i.e. prime, direct or tiered subcontractor); who certified the subcontractor as a DB; and the amount of their subcontract.

For direct and tiered subcontractors, provide the amount of the contract that is performed, managed and supervised by the DB's own forces. The value of the subcontracted work may be counted only if the DB's subcontractor is itself a DB; do not include services that a DB subcontracts to a non-DB firm.

VII. ACTIONS TO BE TAKEN BY THE DEPARTMENT FOLLOWING PERFORMANCE OF THE SERVICES—

Upon completion of the services the Department will review the actual DB participation and make a determination regarding the contractor's compliance with Section 303 and this policy. Sanctions may be imposed for noncompliance.



CONFIDENTIAL NON-ECMS DIVERSE BUSINESS VERIFICATION

DIVERSE BUSINESS PROGRAM

Act 89 of 2013 amended Section 303 of Title 74 of the Pennsylvania Consolidated Statutes to ensure that contracting entities maximize the participation of Diverse Businesses (DBs). All contractors that are certified as a Disadvantaged Business Enterprise (DBE) by the Pennsylvania Unified Certification Program (PA UCP) are also recognized as DBs. Other DBs include "minority-owned businesses," "women-owned businesses," "veteran-owned small businesses" and "service-disabled veteran-owned small businesses" as defined in Section 303, provided that these DBs are certified by an appropriate "third party certifying organization."

Please provide the following information and a verification determination will be made. Upon verification as a Diverse Business for Transportation Entities per Act 89, the Business Owner will receive a verification confirmation letter from the Bureau of Equal Opportunity.

COMPANY INFORMATION

NAME OF COMPANY:		EINFID NUMBER:
BUSINESS OWNER NAME:		
PHYSICAL BUSINESS ADDRESS:		
MAILING BUSINESS ADDRESS:		
BUSINESS PHONE:	OTHER PHONE:	
BUSINESS EMAIL:	BUSINESS FAX:	
BUSINESS TYPE:		
DESCRIPTION OF WORK:		

Diverse Business Verification Information

If your firm is recognized as a DB, appropriately annotate the following:

- ☐ My organization is certified by one of the following, as recognized under Act 89 of the Commonwealth of Pennsylvania:
- ☐ The National Minority Supplier Development Council
 - ☐ The Women's Business Development Enterprise National Council
 - ☐ The Small Business Administration
 - ☐ The Department of Veterans Affairs
 - ☐ The Pennsylvania Unified Certification Program (PA UCP)

Note: Please provide proof of certification unless certified by PA UCP

Note: All requested information must be submitted in the format displayed on this form. The Department will not accept any substitute submission of the requested information. This form must be completed in total AND BE MAILED TO: Bureau of Equal Opportunity, P.O. Box 3251, Harrisburg, PA 17105-3251 OR BE SCANNED AND EMAILED TO: pd-non-ecms-db@pa.gov.

(Signature/Title)

(Date)

THIS SECTION FOR PENNDOT USE ONLY

ACCEPTED BY: _____

(Signature/Title)

(Date)



CONFIDENTIAL-SUCCESSFUL OFFEROR'S INTENT TO SUBCONTRACT STATEMENT

Note: All requested information must be submitted in the format displayed on this form. The Department will not accept any substitute submission of the requested information. This form must be completed in total. The form must be submitted to: pd-non-ecms-db@pa.gov by 3:00 P.M. prevailing local time within 7 calendar days after the selection is published.

OFFEROR FIRM NAME:	
BUSINESS ADDRESS:	
TELEPHONE NUMBER:	E-MAIL:

GOOD FAITH EFFORT DOCUMENTATION

PROCUREMENT ADVERTISEMENT NUMBER (RFP):	DATE SUBMITTED:
---	-----------------

SUBCONTRACTOR INFORMATION

NAME OF BUSINESS:	DIVERSE BUSINESS (DB): <input type="checkbox"/> YES <input type="checkbox"/> NO
BUSINESS ADDRESS:	
SERVICES TO BE PERFORMED BY THE SUBCONTRACTOR INCLUDE:	
NAME OF BUSINESS:	DIVERSE BUSINESS (DB): <input type="checkbox"/> YES <input type="checkbox"/> NO
BUSINESS ADDRESS:	
SERVICES TO BE PERFORMED BY THE SUBCONTRACTOR INCLUDE:	

NAME OF BUSINESS:	DIVERSE BUSINESS (DB): <input type="checkbox"/> YES <input type="checkbox"/> NO
BUSINESS ADDRESS:	
SERVICES TO BE PERFORMED BY THE SUBCONTRACTOR INCLUDE:	
NAME OF BUSINESS:	DIVERSE BUSINESS (DB): <input type="checkbox"/> YES <input type="checkbox"/> NO
BUSINESS ADDRESS:	
SERVICES TO BE PERFORMED BY THE SUBCONTRACTOR INCLUDE:	
NAME OF BUSINESS:	DIVERSE BUSINESS (DB): <input type="checkbox"/> YES <input type="checkbox"/> NO
BUSINESS ADDRESS:	
SERVICES TO BE PERFORMED BY THE SUBCONTRACTOR INCLUDE:	

DIVERSE BUSINESS ACKNOWLEDGEMENT	
(Attach acknowledgement) for each DB providing services, proof of certification, and any explanation of good faith efforts the offeror would like the Department to consider.	
TOTAL BID AMOUNT: _____	TOTAL DB COMMITMENT DOLLAR AMOUNT: _____

Instructions for Completion of EO-402DB, Monthly Diverse Business Subcontracting Status Report

General Information

Report No: Indicate the Report Number. Report numbers are sequential starting with "1".

Final: This box should only be checked if this is the final monthly report for the contract.

Reporting Month: Indicate the month the reporting period covers.

Reporting Year: Indicate the year the reporting period covers.

Contract Information

1. For each active contract (which contains 100% state funds) you must complete the following:
 - a. **CONTRACT NUMBER:** Indicate the contract number assigned by the Department.
 - b. **PURCHASE ORDER NUMBER:** List the purchase order number assigned by the Department.
 - c. **PRIME CONTRACTOR:** Indicate the firm name of the vendor awarded the contract (prime).
 - d. **ORIGINAL CONTRACT AMOUNT:** Provide the total dollar amount of the prime contract at time of award.
 - e. **CURRENT CONTRACT AMOUNT:** Provide the current total dollar amount of the prime contract. This should take into account work or change orders issued since the original contract was awarded.
 - f. **DB Commitment Amount:** Provide the dollar amount committed to the DB.
2. The remainder of the report should reflect the utilization of all DB firms during the reporting period. Even if no DBs were utilized during the reporting month, you must still submit a report indicating no activity and any progress made from previous reporting periods.
 - a. **DB FIRM NAME:** Indicate the name of the DB firm being used on the contract.
 - b. **DATE OF EXECUTED SUBCONTRACT:** State the date a subcontract was executed between the prime contractor and the DB firm.
 - c. **DOLLAR AMOUNT OF EXECUTED SUBCONTRACT:** Provide the dollar amount of the executed subcontract between the prime contract and the DB firm.
 - d. **DOLLAR AMOUNT PAID THIS MONTH:** Provide the dollar amount paid during the reporting month (put \$0.00 if no payment was made) to the DB firm in support of the prime contract.
 - e. **CHECK NUMBER:** Provide the check number(s) for payments made to a DB firm during the reporting month in support of the prime contract.
 - f. **DOLLAR AMOUNT PAID TO DATE:** Provide the total dollar amount paid to date to DB firms in support of the prime contract.
3. Once the report is complete the individual responsible should complete the following:
 - a. **COMPANY OFFICIAL'S SIGNATURE:** The completed report should be completed in DocuSign or printed and signed by an official of the prime contractor certifying that the information on subcontracts and amounts paid to DB firms are accurate and in accordance with contractual obligations.
 - b. **TITLE:** Provide the title of the company official that is certifying that the information on subcontracts and amounts paid to DB firms are accurate and in accordance with contractual obligations.
 - c. **PRINT NAME:** Print the name of the company official.
 - d. **TELEPHONE NUMBER:** Provide a telephone number where the company official can be reached should questions arise regarding the completed report.
 - e. **DATE:** State the date the report was completed and signed by the company official.

Should you have any questions or concerns in completing this report, you may contact the Bureau of Equal Opportunity for guidance. The Bureau can be reached via the email resource account, pd-non-ecms-db@pa.gov or via telephone at 717-787-5891.

MONTHLY DIVERSE BUSINESS SUBCONTRACTING STATUS REPORT

Report No: _____ Final ☐

Reporting Month: _____ Reporting Year: _____

Contract Number:	Original Contract Amount:
Purchase Order Number:	Current Contract Amount:
Prime Contractor:	DB Commitment Amount:

DB Firm(s) Name	Date of Executed Subcontract	Dollar Amount of Executed Subcontract	Dollar Amount Paid This Month	Check Number	Dollar Amount Paid to Date

I certify that contracts have been executed with the above firms, amounts listed are accurate and payments were made in accordance with contractual obligations. Cancelled checks and/or supporting information will be on file for inspection or audit.

FOR PENNDOT USE ONLY_____
Company Official's Signature_____
Title_____
Reviewed by_____
Print Name_____
Telephone Number_____
Date_____
Date Received

EXHIBIT “E”
ITQ APPRAISAL SERVICES
CONTRACT #357I01

Qualification Application Update Form (The Appraiser Does NOT have to complete this form and submit it with his/her application. Use Exhibit E Only to Make Changes Once an Appraiser Is Awarded a Contract.)

Appraiser (Company) Name and Address: (as shown on the original contract)	
FID or S.S. No./Vendor No.	Name of Appraiser
FID/S.S. _____ Vendor No. _____	

Instructions: Indicate what changes are being requested by checking each appropriate block below and following the specific instructions for each. **It is the responsibility of the Appraiser to report any changes to the Department.** An authorized Appraiser signatory **must** sign and return this page and any other modified pages. All other terms and conditions not changed by this amendment remain in full force and effect.

To Add a Category:

- ☐ If applying for Category 1: Complete Pages 1, 2, and 5 attached hereto.
- ☐ If applying for Category 2: Refer to page 6. Complete Pages 1, 3, 5 and submit Client Reference Surveys attached hereto.
- ☐ If applying for Category 1 and/or Category 2 and you have held the title of Right of Way Administrator I, II, or III, Real Estate Appraisal Reviewer, Real Estate Appraiser Supervisor or a similar position requiring the supervision of appraisers or review of appraisals: Complete Pages 1, 4, and 5 attached hereto.

Other Options:

- ☐ **To Delete a Category:** Complete Pages 1 and 5 attached hereto. Indicate which categories (for which you are currently qualified) that you would like to delete by placing a “D” over the category in the county.
- ☐ **To Add a County** (under current approved category): Complete Pages 1 and 5 attached hereto. Indicate only the new county(s). Find the county(s) you are interested in adding; then (on the same line) circle the Category for which you are currently qualified.
- ☐ **To Delete a County:** Complete Pages 1 and 5 attached hereto. Place a “D” over the name of the county in which you are no longer interested in performing work.
- ☐ **To Add a New Appraiser:** Refer to Page 6. Submit Client Reference Surveys. Complete pages 1, 2, 3, 4 and 5 attached hereto, as applicable.
- ☐ **To Delete an Appraiser:** Indicate name as shown on approved contract: _____
- ☐ **To Change an E-Mail Address:** Indicate new e-mail address: _____
- ☐ **Any Other Changes:** Contact Anthony Marazas (or his designee or successor) at the Bureau of Office Services at (717) 705-1378

I certify that the above statements and those on the attachments are true and complete and that I will not accept appraisal assignments from the Department concerning properties in which I have an undisclosed past, present or contemplated interest.

Signature: _____ Appraiser’s Authorized Signatory

_____ Title

_____ Date

CATEGORY 1
COMPLETE THESE QUESTIONS IF APPLYING FOR CATEGORY 1

Company Name: _____ **FID or SS No.:** _____

(As shown on ITQ Signature Page)

Vendor No.: _____

Appraiser's Name: _____

No.	Question	Circle One	
1.	Do you have a current Pennsylvania General Appraiser Certificate? Pennsylvania Certification No. _____ Expiration Date _____	YES	NO
2.	Did you attach a photocopy of your current Pennsylvania Appraiser Certificate?	YES	NO
3.	Do you have an active e-mail address and the capability to conduct e-business?	YES	NO

Applicant must respond, "YES" to all questions to be qualified for this Category.

****PennDOT USE ONLY****

☐

- Qualified

☐

- Not Qualified

☐

- Pending

Reviewed by: _____ Date: _____

CATEGORY 2

COMPLETE THESE QUESTIONS IF APPLYING FOR CATEGORY 2

Company Name: _____ FID or SS No.: _____
 (As shown on ITQ Signature Page) Vendor No.: _____

Appraiser's Name: _____

No.	Question	Circle One	
1.	Do you have a current Pennsylvania General Appraiser Certificate? Certification No. _____ Expiration Date _____	YES	NO
2.	Did you attach a photocopy of your current Pennsylvania Appraiser Certificate?	YES	NO
3.	Do you have an active e-mail address and the capability to conduct e-business?	YES	NO
4.	Do you have a minimum of three (3) years real estate appraisal experience as a certified appraiser?	YES	NO
5.	Have you completed five (5) condemnation appraisal assignments in the last five (5) years that meets the requirements of Category 2?	YES	NO
6.	Have you performed a condemnation appraisal assignment for the Department of Transportation within the last five (5) years?	YES	NO
7.	Have you performed a condemnation appraisal assignment involving a partial taking within the last five (5) years?	YES	NO
8.	Have you performed a condemnation appraisal assignment involving more than one approach to value within the past five (5) years?	YES	NO

Applicant must respond, "YES" to questions 1—5 to be qualified for this Category unless applicant has been exempted by the Department.

List names of companies to whom Client Reference Surveys were sent for this appraiser:
1. _____
2. _____
3. _____

FOR PennDOT USE ONLY Client Reference Surveys		YES	NO
Were three (3) client reference surveys provided?			
Were all three (3) client reference surveys relating to condemnation appraisals?			
Were all condemnation appraisal assignments referenced in the surveys completed during the past five (5) years?			
Were all assignments referenced in the surveys different?			
Were surveys provided by three (3) separate clients or justification provided for less than three (3)?			
Were scores of all three (3) client reference surveys acceptable individually? SCORES: _____			
FOR PennDOT USE ONLY		YES	N/A
If #6 above was yes, is one of the surveys from PENNDOT?			
If #7 above was yes, is one of the assignments referenced in the surveys a partial taking?			
If #8 above was yes, did one of the assignments referenced in the surveys involve more than one approach to value?			
PENNDOT Reviewer: Any "No" checked above will result in disqualification of applicant.			
PENNDOT USE ONLY			
<input type="checkbox"/>	<input type="checkbox"/> - Qualified	<input type="checkbox"/> - Not Qualified	<input type="checkbox"/> - Pending
Reviewed by: _____		Date: _____	

**COMPLETE THESE QUESTIONS IF YOU HAVE HELD THE TITLE OF
RIGHT OF WAY ADMINISTRATOR I, II OR III, REAL ESTATE
APPRAISAL REVIEWER, REAL ESTATE APPRAISER SUPERVISOR,
OR A SIMILAR POSITION REQUIRING THE SUPERVISION OF
APPRAISERS OR REVIEW OF APPRAISALS.**

Name: _____ FID or SS No. _____
(As shown on ITQ Signature Page) Vendor No.: _____

No.	Question	Circle One	
1.	Do you have a current Pennsylvania General Appraiser Certificate? Certification No. _____ Expiration Date _____	YES	NO
2.	Did you attach a photocopy of your current Pennsylvania Appraiser Certificate?	YES	NO
3.	Do you have an active e-mail address and the capability to conduct e-business?	YES	NO
4.	Do you have a minimum of two (2) years experience as a Right of Way Administrator I, II, or III, Real Estate Appraisal Reviewer, Real Estate Appraiser Supervisor, or a similar position requiring the supervision of appraisers or review of appraisals?	YES	NO
5.	Within the last two (2) years, have you written or reviewed appraisals or supervised appraisers who have written complex condemnation appraisal reports involving Before and After Valuations with indications of severance and/or depreciation, or an uneconomic remnant remainder?	YES	NO
6.	Have you submitted a resume that documents your education and experience?	YES	NO

Applicant must respond, "YES" to questions 1—3 to be qualified to perform Category 1 appraisal services.
Applicant must respond, "YES" to questions 1—6 to perform Category 2 appraisal services.

FOR PennDOT USE ONLY				YES	N/A	NO
Did the applicant answer, "YES" to questions 1—3 only? If so, applicant will be qualified to perform Category 1 appraisal services.						
Did the applicant answer, "YES" to questions 1—6? If so, and resume documents education and experience, applicant will be qualified to perform Category 2 appraisal services.						
PENNDOT USE ONLY						
Category 1 Appraisal Services	- Qualified	- Not Qualified	- Pending	Reviewed by: _____ Date: _____		
Category 2 Appraisal Services	- Qualified	- Not Qualified	- Pending	Reviewed by: _____ Date: _____		

LOCATION OF SERVICE

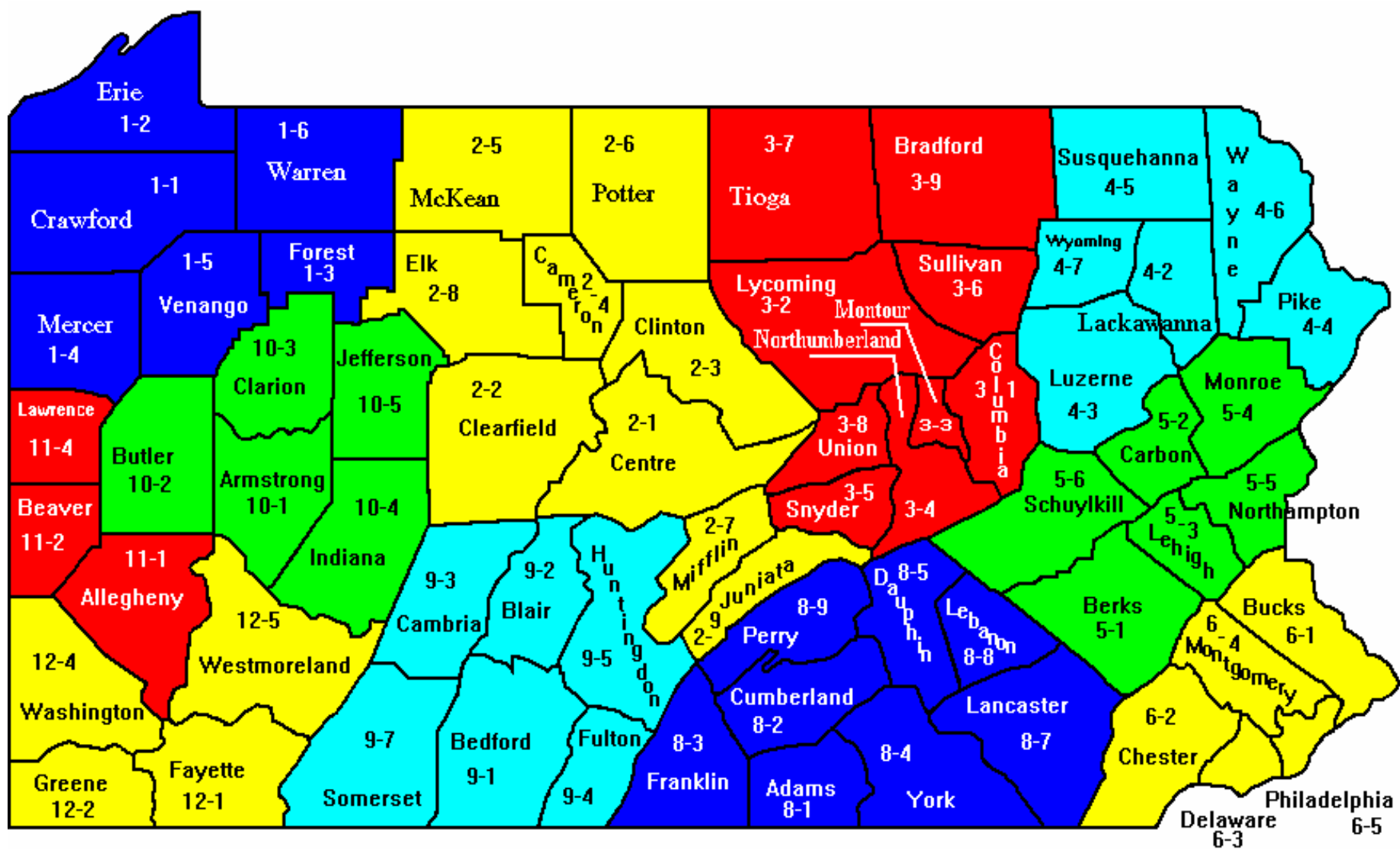
COMPANY NAME: _____ FID OR SS NO: _____
 (As shown on ITQ Signature Page) Vendor No.: _____

APPRAISER'S NAME: _____

Instructions: Appraisers must complete the following page by circling each and every category for which they are applying in each county of interest. For a description of the categories, see Page 2 of Exhibit A. A map of the Commonwealth of Pennsylvania and its 67 counties is found on the back of this page. Do not write in shaded areas.

Please circle the Category(s) for each county in which you are applying in the chart below:

COUNTY			CATEGORY			COUNTY			CATEGORY		
01	081	Adams	1		2	35	042	Lackawanna	1		2
02	111	Allegheny	1		2	36	087	Lancaster	1		2
03	101	Armstrong	1		2	37	114	Lawrence	1		2
04	112	Beaver	1		2	38	088	Lebanon	1		2
05	091	Bedford	1		2	39	053	Lehigh	1		2
06	051	Berks	1		2	40	043	Luzerne	1		2
07	092	Blair	1		2	41	032	Lycoming	1		2
08	039	Bradford	1		2	42	025	McKean	1		2
09	061	Bucks	1		2	43	014	Mercer	1		2
10	102	Butler	1		2	44	027	Mifflin	1		2
11	093	Cambria	1		2	45	054	Monroe	1		2
12	024	Cameron	1		2	46	064	Montgomery	1		2
13	052	Carbon	1		2	47	033	Montour	1		2
14	021	Centre	1		2	48	055	Northampton	1		2
15	062	Chester	1		2	49	034	Northumberland	1		2
16	103	Clarion	1		2	50	089	Perry	1		2
17	022	Clearfield	1		2	51	044	Pike	1		2
18	023	Clinton	1		2	52	026	Potter	1		2
19	031	Columbia	1		2	53	056	Schuylkill	1		2
20	011	Crawford	1		2	54	035	Snyder	1		2
21	082	Cumberland	1		2	55	097	Somerset	1		2
22	085	Dauphin	1		2	56	036	Sullivan	1		2
23	063	Delaware	1		2	57	045	Susquehanna	1		2
24	028	Elk	1		2	58	037	Tioga	1		2
25	012	Erie	1		2	59	038	Union	1		2
26	121	Fayette	1		2	60	015	Venango	1		2
27	013	Forest	1		2	61	016	Warren	1		2
28	083	Franklin	1		2	62	124	Washington	1		2
29	094	Fulton	1		2	63	046	Wayne	1		2
30	122	Greene	1		2	64	125	Westmoreland	1		2
31	095	Huntingdon	1		2	65	047	Wyoming	1		2
32	104	Indiana	1		2	66	084	York	1		2
33	105	Jefferson	1		2	67	065	Philadelphia	1		2
34	029	Juniata	1		2						



MANDATORY CLIENT REFERENCE SURVEY REQUIREMENTS

As part of the response to this ITQ, appraisers requesting certification for Category 2 assignments are required to submit three (3) client reference surveys. **If you have held the title of Right of Way Administrator I, II, or III, Real Estate Appraisal Reviewer, Real Estate Appraiser Supervisor or a similar position requiring the supervision of appraisers or review of appraisals, you do NOT have to submit client reference surveys, but you are required to submit a resume that documents your education and experience.**

CATEGORY 2 REQUIREMENTS:
Provide three (3) client reference surveys relating to condemnation appraisal assignments completed in the last five (5) years unless written justification is provided as outlined below.
Achieve an acceptable score, as determined by PennDOT, for each of the three (3) client references regarding past performance.
Achieve an acceptable average score, as determined by PennDOT, considering all three (3) client references regarding past performances.

Appraisers must provide the name of clients who will supply references where designated on the Qualification Application Update Form and must forward to each client a blank copy of the four- (4)-page client reference survey with the instructions, included in this packet. The contents of client reference surveys are considered public information and will not be kept confidential.

The three (3) client reference surveys must be as follows:

- From three (3) separate condemnation appraisal assignments that were completed within the last five (5) years.
- Completed by three (3) separate clients unless a written justification is supplied explaining why this cannot be done, e.g. the appraiser did not complete assignments for more than one or two clients.
- If the appraiser performed a condemnation appraisal assignment for the Department of Transportation within the last five (5) years, one of the clients designated to supply a reference survey must be an engineering district of the Department.
- If the appraiser performed a condemnation appraisal involving the partial taking within the last five (5) years, one of the assignments for which a client reference survey is supplied must have involved a partial taking.
- If the appraiser performed a condemnation appraisal involving more than one approach to value within the past five (5) years, one of the assignments for which a client reference survey is supplied must have involved more than one approach to value.

Any or all of these criteria may be met by use of the same appraisal assignment, i.e. an appraisal assignment for the Department involving a partial taking and more than one approach to value, or an assignment for another party involving a partial taking and more than one approach to value.

Clients must complete client reference surveys independently from the appraiser and return the completed surveys DIRECTLY to the Contracting Officer as listed on the survey form. Client reference surveys MUST BE RECEIVED prior to the Department's awarding of a contract.

Appraisers will not be qualified until such time as the Department receives the mandatory client reference surveys. Appraisers should encourage their clients to submit their reference surveys as quickly as possible.

PA DEPARTMENT OF TRANSPORTATION REAL ESTATE APPRAISAL SERVICES

CLIENT REFERENCE SURVEY

INSTRUCTIONS:

The Pennsylvania Department of Transportation is developing a statewide APPRAISAL SERVICES contract. Proposals have been received from appraisers, and you/your company was listed as a client reference. The Commonwealth will use your evaluations to help qualify the appraiser(s) who used you/your company as a client reference. The appraisers have been asked to provide each of their client reference individuals/companies with a four (4)-page blank copy of this survey form, with instructions, for you to complete and forward to the Department.

It is requested that **your organization's manager or the individual responsible for the referenced appraisal services provided** complete the form, without consultation with the appraiser who provided the service(s). Then the same person who fills out the form must sign and date the completed form. For all appraisers that qualify for APPRAISAL SERVICES, the contents of the client reference surveys will be considered public information and cannot be kept confidential.

Appraisal services being evaluated must be condemnation appraisal assignments and must have been completed within the last 5 years. Condemnation appraisal assignments as used herein refer to those appraisals performed for an entity that has the right to exercise the power of eminent domain.

The survey form has appraisal service header information and 9 questions. Appraisal service header items include project name/title, type of appraisal, brief description of appraisal assignment, and the start/end dates. Following the header information, each of the nine questions has a sliding scale for you to rate the appraiser and an area for specific comments. The number on the scale that corresponds to the performance you experienced is to be circled, and comments appropriate to each question may be added. **Comments are MANDATORY for questions 1—8 with a rating below a “7.”** The following definitions are to be used for the rating values on the sliding scale:

SCORE	DESCRIPTION
10	Consistently exceeds customer expectations (more than 90% of the time)
9	Frequently exceeds customer expectations (between 50% and 90% of the time)
8	Occasionally exceeds customer expectations (between 10% and 50% of the time)
7	Meets customer expectations
6	Occasionally fails to meet customer expectations (between 10% and 25% of the time)
5/4/3	Frequently fails to meet customer expectations (between 25% and 75% of the time)
2/1/0	Consistently fails to meet customer expectations (more than 75% of the time)

For question 9, add 10 points to the score chart above to determine the appropriate score. **Comments are MANDATORY for a rating below a “14.”**

To qualify, appraisers must receive a score acceptable to the Commonwealth from each client reference survey form.

Individuals/companies must complete client reference surveys **independently** from the appraisers and then return the completed surveys **DIRECTLY** to the Contracting Officer via FAX at 717-783-7971 OR to the **address below** no later than 4:30 PM, June 18, 2008, to qualify under the initial enrollment period:

PA Department of Transportation
Bureau of Office Services
Attn.: Anthony Marazas
400 North Street (5th Floor)
Harrisburg, PA 17120-0041

Failure to return the completed client reference survey by the date and time noted above will result in the evaluation of the appraiser's application being delayed.

Name of Appraiser for whom
this Client Reference Survey
was completed: _____

PennDOT Use Only

Score: _____

CLIENT REFERENCE SURVEY

PROJECT HEADER INFORMATION:

Project Name/Title: _____

Brief Description of the **Condemnation** Appraisal Assignment: _____

Project Start Date (Month/Year): _____ Project End Date (Month/Year): _____
(End Date – must have been completed within the last 5 years)

Instructions: If any question does not apply, indicate “Not Applicable” in the Comments portion of that question. Briefly explain why.

1. How would you rate the quality of the appraiser’s work performed? This factor is concerned with the completeness, accuracy, neatness and technical proficiency of the work performed.

*****Note: Comments are MANDATORY for a rating below “7.” See Page 1 of the Client Reference Survey.**

0 1 2 3 4 5 6 7 8 9 10
Fails to meet customer expectations Meets customer expectations

Comments: _____

2. How would you rate the appraiser’s dependability on the assignment? This factor is concerned with the appraiser’s ability to complete the assignment within the established due dates.

*****Note: Comments are MANDATORY for a rating below “7.” See Page 1 of the Client Reference Survey.**

0 1 2 3 4 5 6 7 8 9 10
Fails to meet customer expectations Meets customer expectations

Comments: _____

3. How would you rate the appraiser’s compliance with following assignment directions and objectives? This factor is concerned with the appraiser’s performing work independently and satisfactorily after the initial assignment instructions were provided.

*****Note: Comments are MANDATORY for a rating below “7.” See Page 1 of the Client Reference Survey.**

0 1 2 3 4 5 6 7 8 9 10
Fails to meet customer expectations Meets customer expectations

Comments: _____

Name of Appraiser for whom this
Client Reference Survey was completed: _____

4. How would you rate the appraiser's performance concerning communications? This factor measures the appraiser's effectiveness in exchanging relevant information in a clear, concise and articulate manner on a timely basis.

*****Note: Comments are MANDATORY for a rating below "7." See Page 1 of the Client Reference Survey.**

0 1 2 3 4 5 6 7 8 9 10
Fails to meet customer expectations Meets customer expectations

Comments: _____

5. How would you rate the appraiser's response to questions and appraisal review memos or critiques?

*****Note: Comments are MANDATORY for a rating below "7." See Page 1 of the Client Reference Survey.**

0 1 2 3 4 5 6 7 8 9 10
Fails to meet customer expectations Meets customer expectations

Comments: _____

6. How would you rate the appraiser's compliance with established policies, Uniform Standards of Professional Appraisal Practices (USPAP) and other rules and regulations relating to the assignment?

*****Note: Comments are MANDATORY for a rating below "7." See Page 1 of the Client Reference Survey.**

0 1 2 3 4 5 6 7 8 9 10
Fails to meet customer expectations Meets customer expectations

Comments: _____

7. How would you rate the appraiser's performance in serving as an expert witness? This factor measures the appraiser's pre-trial preparation, exhibits and supportive information, communication/interaction with attorneys, and/or actual legal testimony.

*****Note: Comments are MANDATORY for a rating below "7." See Page 1 of the Client Reference Survey.**

0 1 2 3 4 5 6 7 8 9 10
Fails to meet customer expectations Meets customer expectations

Comments: _____

Name of Appraiser for whom this
Client Reference Survey was completed: _____

8. How would you rate the appraiser's performance on providing adequate resources needed for the appraisal assignment?

*****Note: Comments are MANDATORY for a rating below "7." See Page 1 of the Client Reference Survey.**

0 1 2 3 4 5 6 7 8 9 10
Fails to meet customer expectations Meets customer expectations

Comments: _____

9. How would you rate the appraiser's overall performance on your specific project?

*****Note: Comments are MANDATORY for a rating below "14." See Page 1 of the Client Reference Survey.**

0 2 4 4 8 10 12 14 16 18 20
Fails to meet customer expectations Meets customer expectations

Comments: _____

Name of Preparer (please print): _____

Company: _____ Signature: _____

Date: _____ Title: _____

Telephone No.: _____ FAX No.: _____

The client reference companies must return the completed survey forms (only pages 2, 3, and 4) DIRECTLY to the Contracting Officer.

Department of Transportation
Bureau of Office Services (Client Survey)
Attn.: Anthony Marazas (or his designee or
successor) 400 North Street (5th Floor)
Harrisburg, PA 17120-0041

*****PennDOT Use Only*****

Points Received: _____
(divided by) _____ = _____ x 100 = _____
Total Possible Points: _____ Score

EXHIBIT “F”

DISTRICT RIGHT-OF-WAY ADMINISTRATORS/CONTACTS

Access to telephone numbers, FAX numbers, e-mails and other information regarding District Right-of-Way Administrators/Contacts may be obtained by going to PennDOT’s website at <http://www.dot.state.pa.us>.

Once there, click on the following:

PennDOT Organizations/Engineering Districts & County Maintenance Offices. This will bring up a “PennDOT Regional Map” which lists all the Districts. Click on the specific district that you need to contact and follow the directions in the table below.

DISTRICT:	AFTER YOU HAVE CLICKED ON THE SPECIFIC DISTRICT THAT YOU NEED TO CONTACT, CLICK ON THE FOLLOWING:
1	District Information/District Contacts/District 1-0 Staff Directory/Right-of-Way Administrator 2
2	District Information/District Contacts/District Office/Right-of-Way Administrator
3	District Information/District Contacts/Engineering District Office Personnel/District Office/Right-of-Way Administrator
4	Other Links/Right-of-Way
5	District Information/District Contacts/District Office/Right-of-Way Administrator
6	District Information/District Contacts/Staff Directory
8	District Information/District Contacts/District Office/Right-of-Way Issues/Road Widths
9	District Services/Scroll down to Right-of-Way
10	District Information/District Contacts/District Office/Right-of-Way Administrator
11	Other Links/Right-of-Way/Right-of-Way FAQ (pdf) (Scroll to the bottom of the document and the Right-of-Way Unit for PennDOT Engineering District 11-0 is listed.)
12	District Information/District Contacts/Staff Directory

EXHIBIT “G”

Confirmation of Service Form

FOR EXAMPLE ONLY

OS-501 (10-06)



Confirmation of Service

Date Service Rendered: _____

SAP Vendor Number: _____

Contractor Name: _____

Address (1): _____

Phone: _____

Address (2): _____

PURCHASE ORDER # _____

State: _____ Zip Code: _____

(Reference line items on purchase order that match the services that were performed.)

Item #	Description / Product ID	Quantity	U.O.M. (Unit of Measure)	Unit Price	Item Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Total:					\$0.00

Contractor Signature: _____ **Date:** ____ / ____ / ____

PENNDOT USE ONLY

I certify the services represented by the confirmation of service form were received satisfactorily.
Therefore, I approve payment be made.

Project Manager

Date: ____ / ____ / ____

SRM/R3 Receiver Signature

Date: ____ / ____ / ____



EXHIBIT H

Questions & Answers

There were no Questions received during the question and answer period for ITQ #357I01, "Appraisal Services".

ITQ responses for the *initial* enrollment period must be received by 4:30 PM, June 18, 2008 at the response mailing address listed in the ITQ.

Posted 5/07/2008

EXHIBIT "I"

Worker Protection and Investment Certification Form



WORKER PROTECTION AND INVESTMENT CERTIFICATION FORM

A. Pursuant to Executive Order 2021-06, *Worker Protection and Investment* (October 21, 2021), the Commonwealth is responsible for ensuring that every worker in Pennsylvania has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with Pennsylvania's Unemployment Compensation Law, Workers' Compensation Law, and all applicable Pennsylvania state labor and workforce safety laws including, but not limited to:

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
13. Inspection of Employment Records Law

B. Pennsylvania law establishes penalties for providing false certifications, including contract termination; and three-year ineligibility to bid on contracts under 62 Pa. C.S. § 531 (Debarment or suspension).

CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the contractor/grantee identified below, and certify that the contractor/grantee identified below is compliant with applicable Pennsylvania state labor and workplace safety laws, including, but not limited to, those listed in Paragraph A, above. I understand that I must report any change in the contractor/grantee's compliance status to the Purchasing Agency immediately. I further confirm and understand that this Certification is subject to the provisions and penalties of 18 Pa. C.S. § 4904 (Unsworn falsification to authorities).

<i>Signature</i>	<i>Date</i>
<i>Name (Printed)</i>	
<i>Title of Certifying Official (Printed)</i>	
<i>Contractor/Grantee Name (Printed)</i>	