

**STATEMENT OF WORK/REQUIREMENTS FOR SERVICES FOR THE PENNSYLVANIA DEPARTMENT OF
MILITARY AND VETERANS AFFAIRS**

1. **CONTRACT OVERVIEW:** This Contract for the **Statewide Integrated Cultural Resources Management Plan**, (identified here and in the other documents as the "Contract") will cover the requirements for **Statewide Integrated Cultural Resources Management Plan for the Department of Military & Veterans Affairs (DMVA), Pennsylvania Army National Guard Environmental Division, Fort Indiantown Gap, Annville, PA.**
2. **TERM OF CONTRACT:** The term of the Contract shall commence on the Effective Date (as defined) and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract. The Effective Date shall be: **a)** the Effective Date printed on the Contract after the Contract has been fully executed by the Commonwealth (signed and approved as required by Commonwealth contracting procedures) or **b)** the "Valid from" date printed on the Contract, whichever is later.
3. **NOTICE TO PROCEED:** A copy of the PO will be supplied to the awarded Contractor and the facility point of contact. In all other cases, receipt of the fully executed Purchase Order by the facility and the awarded Contractor will serve as notice to proceed.
4. **CONTINGENT YEAR FUNDS:** The out years of the contract are dependent upon the availability of federal funds. If funds are not available the Department will notify the contractor within 30 days of the fiscal year end.
5. **OPTION TO EXTEND:** DMVA reserves the right, upon notice to the Contractor, to extend the Contract or any part of the Contract for up to 90 days under the same Terms and Conditions. This will be utilized to prevent a lapse in Contract coverage and only for the time necessary, up to 90 days, to enter into a new Contract.
6. **SUPPLIER REGISTRATION:** Supplier Registration is active via the Supplier Portal. All procurement suppliers are encouraged and required to log on to www.pasupplierportal.state.pa.us to enter a new registration, or to validate their existing account with the Commonwealth. No contract can be awarded to a supplier that has not registered and obtained an SAP/SRM vendor number to do business with the Commonwealth.
7. **NO SUBSTITUTIONS:** The items/services listed in this bid represent a specific requirement of DMVA. No substitutions will be accepted for the requirements that are specified by DMVA.
8. **NO SUB-CONTRACTING:** For this particular Contract for services, there will be no sub-contracting allowed. The awarded Contractor will provide all services directly.
9. **CONTRACT EMPLOYEES:** This bid invitation will result in a Contract for a firm to provide Contractors that will work at a DMVA location and may be working with both Federal and State employees. The individuals on site working under the Contract must be identifiable at all times as a Contractor with a badge. Any correspondence that is sent by the Contractors while working under the Contract must include the following statement: "I am not a government employee and have no legal authority to obligate any Federal or State government in any way".

10. **FACILITY ACCESS:** All individuals working on-site for the awarded Contractor or Subcontractors will be required to report to the **Environmental Office, Building 0-11** to obtain badges or sign in prior to the commencement of work under this Contract.
11. **METHOD OF AWARD :** Except as otherwise provided, award will be made to **one** responsible and responsive bidder(s), who meets the "Eligibility Requirements".
12. **RESULTS OF AWARD:** The result of this bid may be a Service Purchase Contract (SPC Funds Commitment) or a Purchase Order ("PO") based Contract. If the result of the award is a SPC Funds Commitment, the Contractor will be required to sign and return the SPC Funds Commitment form to DMVA prior to the award of the Contract. The Contract will not be valid until the SPC Funds Commitment documents are signed and the Contractor has received a "fully executed" copy of the Contract and a notice to proceed. In the case of a PO based Contract, the Contract will not be valid until the Contractor has received a "fully executed" copy of the PO and a notice to proceed. The awarded Contractor should not proceed with providing any goods or services until they have received the "fully executed" documents and a notice to proceed.
13. **BID SUBMISSION:** All bids must be submitted electronically. If a bid is not received by, the Department by the bid opening date and time the Department will not consider the bid for award. The Commonwealth reserves the right to reject any and all bids, to waive technical defects or any informality in bids, and to accept or reject any part of any bid if the best interests of the Commonwealth are thereby served.
14. **PRICING AND BILLING REQUIREMENTS:** The Contractor will be required to provide a flat fee per the Task Descriptions located in the Scope of Work. **Pricing should be completed using the Attachment B – Cost Deliverables form.**

Task 1 – Kickoff Meeting/Work Plan Development

Task 2 – Data Collection

Task 3 – Statewide Historic Structure Inventory and Assessment

Task 4 – Preparation of Preliminary Draft ICRMP

Task 5 – Preparation of Final Draft ICRMP

Task 6 – Preparation of Final ICRMP

Task 7 – Mapping and Geospatial Data

Task 8 – Progress Reports

15. **ELIGIBILITY REQUIREMENTS:** To be eligible for this Contract the Contractor shall provide all required bid documents as stated in the bid solicitation. Bidders who fail to provide this information and any other required bid response documents with their bid response may have their bid rejected.
16. **DOCUMENT PROVISION:** The awarded Contractor is responsible for providing all required documentation relevant to the awarded Contract to the contact person at the following address:
- Ms. Rita Meneses, **Cultural Resources Manager**
Department of Military & Veterans
Environmental Division
Building 0-11, Fort Indiantown Gap
Annville, PA. 17003-5002
Telephone Number: 717-861-9415
Fax: 717-861-8249
Email Address: rmeneses@pa.gov
17. **SCOPE OF WORK:** The Contractor shall directly provide to the Department of Military & Veterans Affairs all of the following services as specified and required by the Contracting Agency. **See Attachment A for the detailed Scope of Work/Requirements.**
18. **ESTIMATED QUANTITIES:** Quantities will be estimated. DMVA reserves the right to increase or decrease quantities based on actual need. The Contractor will be paid for services and supplies satisfactorily delivered.
19. **LIKE SERVICES:** DMVA reserves the right to include additional like services to the contract if a future need arises.
20. **MANDATORY ATTRIBUTES:** Please ensure that you answer all Mandatory Attribute questions as a requirement of the bid package. DMVA reserves the right to obtain completed Mandatory Attribute responses prior to the award of the contract.
21. **FACILITY LISTING:** The facility listing provided represents current need. DMVA reserves the right to add or delete facilities from the attached listing as we deem necessary.
22. **WORK SCHEDULE:** The work schedule should take no longer than 12 months including review time on the part of the PAARNG, NGB, Tribes, and other stakeholders as described in the Scope of Work, Deliverables, #5.0.
23. **QUALIFICATION/SCOPE OF WORK CHANGES:** DMVA reserves the right to change qualifications and or scope to enhance the success of the service, work by issuing a flyer and posting it to the DGS website prior to bid opening date.
All flyers must be signed and returned with bid submission.
24. **PERSONNEL:** The Contractor's personnel shall complete all required services within the specified hours of service. By mutual agreement with the Contractor DMVA may modify the specified hours of service to meet the facility's needs.

25. **SUPPLIES AND EQUIPMENT:** The Contractor will furnish all supplies and equipment necessary to perform these services as outlined in the Scope of Work at no additional charge to DMVA.
26. **F.O.B. DESTINATION:** All bid prices are F.O.B. destination; do not include a separate line item for freight.
27. **WORK LOCATION SECURITY:** The Contractor shall follow all required security procedures at each worksite for signing in and out, obtaining and displaying contractor badges or other necessary identification or other requirements as deemed necessary by DMVA. Particularly sensitive areas may require Commonwealth staff to accompany Contractor representatives. These procedures may vary from work location to work location and must be adhered to.
28. **INSPECTION AND ACCEPTANCE:** Unless other wise specified in a Purchase Order, DMVA reserves the right to conduct a final inspection and acceptance test of all work or deliverables acquired under this Contract.
29. **SERVICE DEFICIENCIES:** DMVA will notify awarded Contractor verbally and in writing of any unsatisfactory services rendered. The Contractor shall correct the deficiency within (10) ten days after such notification.
30. **COMPLIANCE:** All services provided must be compliant with the most current applicable Federal, State, and Local Standards, Laws and Regulations. In any event where the awarded Contractor creates a scenario where the Contracting Agency is found to be out of compliance with any Federal, State, and Local Standards, Laws and Regulations (Department of Health, Labor & Industry, etc.), the awarded Contractor will be liable and responsible for any damages (Administrative, Operational, Monetary) suffered by DMVA. All non-compliance issues must be addressed and resolved by the awarded Contractor within (48) forty eight hours of notification by DMVA.
31. **INVOICE/PAYMENT INQUIRIES:** For Invoice/Payment inquiries the awarded Contractor should utilize the online "Vendor Invoice Inquiry" available by visiting the Office of the Budget home page at www.budget.state.pa.us.

On the left hand side of the page, vendors should choose "Vendor Services" and then click on the link for "Vendor Invoice Inquiry".

- Vendors will need to provide the following information:
- Invoice Number – Enter the company's invoice number as printed on the invoice.
- Invoice Date – Enter the date of the invoice as printed on the invoice in the format MM/DD/YYYY.
- Invoice Amount – Enter the amount of the invoice in dollars and cents.
- SAP Vendor Number (optional) – Enter your six digit commonwealth-issued vendor number, if desired.
- After you have entered the required information listed above, select the Submit button. You will receive one of the following responses:
- Invoice Received - This means that your invoice has been received by the commonwealth and is ready for processing.

- In Process - This means that your invoice has been received by the commonwealth and is currently being reviewed for payment. This step must occur before the invoice is approved for payment.
- Cleared for Payment - This means that your invoice has been approved by the Office of the Budget and has been presented for payment. If your invoice remains in this status for more than two weeks, please see below under IF YOU STILL NEED HELP.
- Paid by Treasury - This means that your invoice has been paid. Specific payment details will be included such as payment date and payment method (check or Automated Clearing House).
- The search criteria you entered did not result in any records found. Please email the Payable Services Call Center at RA-PSCPaymentInquire@state.pa.us with your invoice search requirements and your contact information for additional assistance. – You may receive this response for any number of reasons. Your invoice may not have been received by the commonwealth; you may have entered incorrect data in a required field of the Vendor Invoice Inquiry report; your invoice amount may have been adjusted due to a billing error; or there may be another issue with your invoice that is preventing us from processing. If you receive this message, please re-examine the data you entered and try your search again. If you receive this message a second time, please e-mail the Payable Services Call Center with the search criteria you entered.

IF YOU STILL NEED HELP:

- If you have questions about our new invoice submission requirements, please take a moment to visit our [Procurement Vendor Information](#) page, or [Non-Procurement Vendor Information](#) page.
- For any questions that cannot be answered by using the new Vendor Invoice Inquiry service or visiting other sections of our Web site, please call our Payable Services Call Center . Our staff can assist you with a broad range of issues, such as obtaining and completing your W-9 form, stepping through the SRM registration process, and enrolling in our program to receive payments electronically.
- The call center is open from 8:00 a.m. to 4:30 p.m. weekdays (with the exception of state holidays):
- Toll-free 877-HELP-363 (877-435-7363)
- Local 717-346-2676
- You may also receive assistance via e-mail at:
- RA-PSCPaymentInquire@state.pa.us - Use this e-mail address for payment inquiries that cannot be addressed through the Vendor Invoice Inquiry service.

For all other Invoice/Payment inquiries that cannot be resolved through the Office of the Budget procedures, please address your inquiries to the Point of Contact at the specific facility where you are providing goods and/or services (enter Accounting Office or appropriate facility contact person's name, address, telephone number, fax number and email address).

32. **INVOICING REQUIREMENTS:** The Contractor shall include in all of its invoices the following minimum information:

- Contractor name and "Remit to" address, including SAP/SRM Vendor number and, if ACH, the bank routing information or SAP 4-digit account identifier
- **SRM Purchase Order number**
- Delivery Address, including name of Commonwealth agency
- Description of the supplies/services delivered in accordance with SRM Purchase Order (**include purchase order line item number**)
- Quantity provided
- Unit price as specified on purchase order
- Price extension (if applicable)
- Total price
- 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 under Standard Contract Terms and Conditions for Contracts, will be suspended until the Commonwealth receives a correct invoice. The Contractor may not receive payment until the Commonwealth has received a correct invoice.

Invoices should be submitted to the following address:

**Commonwealth of PA – PO Invoice
Comptroller Operations
PO Box 69180
Harrisburg , PA 17106**

33. **INSURANCE:** Contractors are required to have in place during the term of the contract and any renewals or extensions thereof, the following types of insurance, issued by companies acceptable to the Commonwealth and authorized to conduct such business under the laws of Pennsylvania.

Worker's Compensation Insurance for all of the Contractor's employees and those of any subcontractor, engaged in work at the site of the project as required by law.

Public Liability and Property Damage Insurance to protect the Commonwealth, the Contractor, and any and all subcontractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death and damage to property including the loss of use resulting from any property damage, which may arise from the activities performed under the Contract or the failure to perform under the Contract, whether such performance or non-performance be by the Contractor, by any subcontractor, or by anyone directly or indirectly employed by either. The minimum amounts of coverage shall be \$250,000 per person and \$1,000,000 per occurrence for bodily injury, including death, and \$250,000 per person and \$1,000,000 per occurrence for property damage.

Such policies shall be occurrence rather than claims-made policies and shall not contain any endorsements or any other form designated to limit and restrict any action by the Commonwealth, as an additional insured, against the insurance coverage in regard to work performed for the Commonwealth.

Prior to commencement of the work under the Contract and at each insurance renewal date during the term of the Contract, the Contractor shall provide the Commonwealth with current certificates of insurance. These certificates or policies shall name the Commonwealth as an additional insured and shall contain a provision that the coverage's afforded under the policies will not be cancelled or changed until at least thirty (30) days written notice has been given to the Commonwealth.

The Commonwealth shall be under no obligation to obtain such certificates from the Contractor(s). Failure by the Commonwealth to obtain the certificates shall not be deemed a waiver of the Contractor's obligation to obtain and furnish certificates. The Commonwealth shall have the right to inspect the original insurance policies.

Automobile Liability Insurance: in the amount of \$1,000,000 for injury to or death of one person in a single occurrence and \$3,000,000 for injury to or death of more than one single occurrence and \$500,000 for a single occurrence of property damage. The insurance shall not contain any endorsements of any other form designed to limit and restrict any action by the Commonwealth as an additional insured, against the coverage in regard to the work performed for the Commonwealth.

Prior to commencement of the work under this contract and at each insurance renewal date during the term of the contract, the contractor shall provide the Commonwealth with current certificates of insurance.

34. **REPORTING REQUIREMENTS:** The Awarded Contractor must supply current copies of any required reports, inspection documentation, and/or certificates that are required of him/her to provide the relevant service in the Commonwealth of Pennsylvania, as specified in the Statement of Work. This documentation must be provided to the designated point of contact at the specific program office or facility where services are being provided. The Awarded Contractor must mail, fax, or hand deliver copies of all necessary information to the Veterans' Home where services are to be provided, within the timeframe as designated in the Statement of Work. It is the Contractor's responsibility to make sure that the **Program Office** is provided with the most current documentation throughout the term of the Contract. Failure to provide the required documentation will be interpreted as the Contractor not complying with the Terms and Conditions of the Contract.

35. **LICENSING, CREDENTIALS:** The Awarded Contractor represents that he/she is appropriately licensed and is in good standing in his/her profession.

The Awarded Contractor must supply current copies of credentialing, licenses, regulations, and/or certificates that are required of him/her to provide the relevant service in the Commonwealth of Pennsylvania. This documentation must also be provided for all of the Contractor's staff providing services in the appropriate DMVA facility. The awarded Contractor must also supply the above items if staff is added or changed during the term of the contract.

The Division of Procurement and Contracting will notify the awarded Contractor(s) with the copy of the Contract which contains notice to proceed language and the Contractor must mail, fax, or hand deliver copies of all necessary information to the **Program Office** where services are to be provided, prior to proceeding with services.

It is the Contractor's responsibility to make sure that the **Program Office** is provided with the most current documentation throughout the term of the Contract.

36. **BACKGROUND CHECKS:** The Awarded Contractor will be responsible for obtaining a Criminal Background check, at their own expense, for **any and all employees** who will be providing services under this contract on Commonwealth or federally owned premises. The Pennsylvania State Police Criminal History Check may be obtained at <http://www.psp.state.pa.us>. Go to the "How To" link and then go to "Obtain a Criminal History Record". Go to the PATCH website and follow the instructions.

The Department of Military and Veterans Affairs must be provided with copies of the completed clean Criminal Background Check on each contract individual prior to the employee reporting to the Department site. The **Awarded Contractor** will be asked to supply this information, at Contractor's expense, upon award of Contract. The Awarded Contractor will have ten (10) business days upon notice of award to have copies sent by mail or faxed to the **Program Office** where services are being provided. If the Awarded Contractor, at any time during the term of the Contract, changes personnel who are providing services to the DMVA facility, the **Program Office** must be notified by the Awarded Contractor and a Criminal Background Check supplied.

If the Contract employee has not been a resident of the Commonwealth of Pennsylvania for (two) years (without interruption) immediately preceding the date of application for employment or currently lives out-of-state, in addition to the Pennsylvania State Police Criminal History Check, the contract employee will also need to obtain an FBI Criminal History Check.

37. **Contract Provisions – Right to Know Law 8-K-1532**

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

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

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

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

2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.

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

e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the

Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.

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

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

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

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

38. INQUIRIES: Direct all questions concerning this bid solicitation to:

Questions regarding this project shall be referred to Ms. Rita Meneses, DMVA, Bldg 0-11, Fort Indiantown Gap, Annville, PA 17003-5002. Phone: 717-861-9415, Fax: 717-861-8249, E-mail: rmeneses@pa.gov

Questions regarding the bid documents shall be referred to Ms. Tina Rebuck, Purchasing Agent, DMVA, Procurement & Contracting, Bldg 0-47, Fort Indiantown Gap, Annville, PA 17003-5002. Phone: 717-861-8794, Fax: 717-861-2932, E-mail: trebuck@pa.gov.

You may refer to the SRM Bidding Reference Guide on the Supplier Portal at www.pasupplierportal.state.pa.us for further details on attaching documents to your bid and bidding instruction.

ATTACHMENT A

SCOPE OF WORK

TO PREPARE AN

UPDATE TO THE

Statewide Integrated Cultural Resources Management Plan



IN SUPPORT OF

PENNSYLVANIA DEPARTMENT OF MILITARY AND VETERANS'
AFFAIRS (PADMVA)
PENNSYLVANIA ARMY NATIONAL GUARD (PAARNG)

AT THE

PENNSYLVANIA ARMY NATIONAL GUARD
FACILITIES

Pennsylvania Army National Guard
Environmental Division
Bldg 0-11
Fort Indiantown Gap
Annville, Pennsylvania 17003-5002

May 2012

1.0 OBJECTIVE

This delivery order (DO) for the Pennsylvania Army National Guard (PAARNG):

- The update of a statewide Integrated Cultural Resources Management Plan (ICRMP) for all properties under the control of the PAARNG IAW Army Regulation (AR) 200-1 and current National Guard Bureau (NGB) policy. This task will entail the upgrade and expansion of the existing ICRMP (AMEC, 2009)

The ICRMP will be updated using the *ICRMP Template Manual Prepared for National Guard Bureau* (Attachment A - Template) in order to guide PAARNG's management of known or potential historic and archaeological properties that are present on their installations.

The update will not require a full revision as there has been no change in mission. Several armories have been excessed, and new projects will need to be updated. A new historic inventory will need to be included, additional information cultural resources collected during the subsequent 5-year period should be incorporated, efforts to consult with federally recognized Native American tribes (including the April 17-18, 2012 PAARNG/Native American workshop) should be described, and digital mapping should be updated to comply with DoD Spatial Data Standards for Facilities, Infrastructure, and Environment (SDSFIE) for geographic information system (GIS) data.

2.0 BACKGROUND

The Pennsylvania National Guard (PAARNG) is responsible for management of cultural resources at all of its Federal and State-owned properties throughout the Commonwealth of Pennsylvania. These properties include the National Guard Training Center - Fort Indiantown Gap (FTIG) in Annville which is home to the PAARNG headquarters along with 120 readiness centers (RCs), logistical facilities, training centers, storage sites, and other facilities located across the state. The PAARNG is required to develop an Integrated Cultural Resources Management Plan (ICRMP) in accordance with the Department of Defense Instruction (DoDI) 4715.16 (Cultural Resources Management), Army Regulation (AR) 200-4, and Department of the Army Pamphlet (DA PAM) 200-4. The ICRMP is a 5-year planning document that assists installations in meeting mission requirements by ensuring that installation activities address cultural resources. The ICRMP provides installation commanders and cultural resource managers the primary tool with which to identify cultural resources concerns and management requirements that may affect mission operations and objectives at the different facilities and properties. DoDI 4715.16 (6.e) requires that the ICRMP be revised and updated every 5-years in order to ensure information is accurate and includes information on cultural resource collected in the preceding 5-years, and conforms to current Department of Defense (DoD) ICRMP guidelines. The PAARNG is currently operating under the 2009-2012 ICRMP which was developed to conform to the National Guard Bureau (NGB) ICRMP template. The PAARNG must update the statewide ICRMP for (2013-2017). In addition to meeting PAARNG's requirements under AR 200-1 and NGB policy, the

accomplishment of this DO shall also satisfy concerns of the Pennsylvania Historical and Museum Commission (PHMC) and the Native American tribes who have ancestral ties to Pennsylvania regarding compliance with Section 106 of the National Historic Preservation Act (NHPA) relative to the Environmental Impact Statement (EIS) for Enhanced Training and Operations at NGTC and Statewide. The DO should demonstrate PAARNG compliance with the NHPA.

The ICRMP is intended to promote an approach to cultural resources management that will allow the PAARNG to meet mission requirements while complying with cultural resources legislation. The ICRMP will be prepared with references to, but not limited to, the following laws, regulations, and guidance documents (or current revisions):

American Indian Religious Freedom Act (AIRFA) of 1978, U.S.C. 1996
Executive Order 13007, Indian Sacred Sites
EO 13084 Consultation and Coordination with Indian Tribal Governments
White House Memorandum on Government to Government Relations with Native American Tribal Governments, April 29, 1994
Americans with Disabilities Act of 1990, U.S.C. 12101
Archaeological Resources Protection Act (ARPA) of 1979, 16 U.S.C. 470aa-470mm
National Environmental Policy Act (NEPA) of 1969, 42 U.S.C. 4321-4370c
National Historic Preservation Act (NHPA) of 1966, 16 U.S.C. 470-470w-6
Native American Graves Protection and Repatriation Act (NAGPRA) of 1990, 25 U.S.C. 3001-3013
AR 200-2, "Environmental Analysis of Army Actions" (latest revision)
AR 200-1, "Cultural Resources Management", latest update
Advisory Council on Historic Preservation, Protection of Historic Properties, 36 CFR Part 800
Department of Defense, Environmental Effects in the United States of DOD Actions, 32 CFR Part 188
Department of Defense, Protection of Archaeological Resources, 32 CFR Part 229
Department of the Interior, Native American Graves Protection and Repatriation Act, 43 CFR Part 10
Department of the Interior, Curation of Federally Owned and Administered Archaeological Collections, 36 CFR Part 79
Department of the Interior, Determinations of Eligibility for Inclusion in the National Register of Historic Places, 36 CFR Part 63
Department of the Interior, National Register of Historic Places, 36 CFR Part 60
Department of the Interior, Archaeology and Historic Preservation: Secretary of the Interior's Standards and Guidelines, 48 Federal Register 44716 (1983)

3.0 TASK DESCRIPTIONS

The PAARNG requires services of a Contractor to revise and update the 2009-2012 statewide ICRMP. The Contractor will update the ICRMP IAW AR 200-1 or the most current revisions. The ICRMP update will be prepared by, or under the direct supervision of, an individual(s) that meets, as a minimum, appropriate professional qualifications and standards as specified in the Secretary of the Interior's Professional Qualifications Standards (36 CFR 61). Portions of the ICRMP that deal with Section 106 coordination under the NHPA, Sections 110 or 111 of the same Act, or NRHP assessments will be prepared in consultation with the PAHMC, Bureau for Historic Preservation (BHP) and the Advisory Council on Historic Preservation (ACHP). The

ICRMP will address the full range of historic properties that may exist on PAARNG-controlled lands including buildings, structures, objects, archaeological sites, historic landscapes, and traditional properties.

The ICRMP Update, using the Template and the current ICRMP (AMEC, 2009), shall contain the following elements:

- a) An update of the introduction on how to use the plan and procedures to integrate the plan into the planning review process. The plan will contain a separate estimate of the funding and other resources required to execute the plan.
- b) An update, if necessary, of the explicit statement of Army/Army National Guard policy towards historical and archaeological resources and a section on how to comply with applicable preservation laws and regulations.

As an update from the 2009 ICRMP, an overview and synthesis of available data and additional data collected, the Contractor will review any new existing cultural resources documents on each facility, such as the existing ICRMP, SBCT EIS data including Phase I & Phase II reports on FTIG and Statewide, and any additional cultural resources reports, architectural inventories and assessments, and pertinent correspondence.

- d) Update, if necessary, of the specific procedures to comply with Sections 106, 110, and 111 of the NHPA and other applicable regulations (NAGPRA, AIRFA, ARPA, 36 CFR Part 79, others), as listed previously. Any alternative Section 106 procedures will be described in the ICRMP. The sections of the ICRMP that apply to NHPA compliance will be removable from the document for coordination separate from the remainder of the document. This section will be formatted in such a way as to be understandable outside the context of the ICRMP as a whole.

- g) Update of the protection plan to manage and protect the significant cultural resources from deterioration or damage and a treatment plan for alternative procedures (e.g. mitigation, etc.). The Contractor will clearly identify procedures to manage any potential archaeologically sensitive areas and potential site locations as well. This portion will contain a procedural section for the preparation of an economic analysis on historic properties that are being considered for demolition, replacement, remodeling, alteration, etc.

The ICRMP will update the Native American Consultation Management Plan that addresses the PAARNG's consultation efforts, past and present, and will provide recommendations for developing a coordinated consultation approach.

- i) Geographic Information Systems have become an essential part of natural and cultural resources data management, especially as it relates to the implementation of a "landscape approach" as recommended by AR 200-1. The ICRMP will include information on current Geographic Information Systems (GIS) being used by the PAARNG. A recommendation of the types of equipment (hardware) and computer software that are required to update and/or improve the current system will be provided. This should be accomplished in consultation with the GIS Manager from the PAARNG Environmental Division.

The ICRMP will incorporate a listing of proposed projects referencing the PAARNG's long-range plans, including The Fort Indiantown Gap Long Range Plan, both at FTIG and Statewide.

Development of the ICRMP update will require the following tasks: 1) Kickoff Meeting/Work Plan Development, 2) Statewide Historic Structure Inventory and Assessment, 3) Data Collection, 4) Preliminary Draft ICRMP; Final Draft ICRMP, 5) Final ICRMP,

Task 1 – Kickoff Meeting/Work Plan Development. This task includes a kickoff meeting between the Contractor and the PAARNG. Within two weeks (14 calendar days) of receiving the contract, the Contractor shall coordinate with the PAARNG point of contact (POC) to arrange and conduct a kickoff meeting with the PAARNG to be held at FTIG.

The kickoff meeting will address specific guidance to the Contractor in reference to the Task and deliverables provided in this Statement of Work (SOW) and identify points of contact. During the meeting the PAARNG will discuss project roles, issues for the ICRMP, identify information that must be collected, identify resources that must be provided by PAARNG and review the schedule for completion of work, and identify critical issues that may impact preparation of the ICRMP update. The PAARNG will provide the Contractor with the following information on all facilities, real property holdings, etc. to be addressed in the revised ICRMP: 1) reports and other documentation on cultural resources surveys, studies, and forms; 2) correspondence or communications with the State Historic Preservation Office (SHPO), Native American tribes, local governments, NGB, other parties regarding cultural resource matters; 3) Real Property information including identifier, acreage, facility name/type, dates of construction of building and structures, facility boundaries, acreage of installations; 4) PAARNG projects proposed for the next 5-years and 5) other information necessary for completion of ICRMP update.

The Contractor shall prepare minutes of the meeting and submit them to the PAARNG Point of Contact (POC) within 5 work days of the kickoff meeting. The Contractor will use the information from the Kickoff Meeting to develop a Work Plan that summarizes the actions to be taken, information necessary to attain, and critical issues that may impact schedule to complete the ICRMP. The ICRMP will be submitted within 30 days of the kickoff meeting.

Task 2 – Data Collection. Numerous sources of existing data, obtainable from PAARNG, will be used in this process of developing the ICRMP. The Contractor will perform a search of available literature/information including any documentation on file at the BHP; archived records at NGTC-FTIG and other PAARNG facilities including real property inventories; historic maps and photographs; local histories; existing military contexts; etc. The existing ICRMP and other cultural resources documents will be used as much as possible to update the current ICRMP. PAARNG anticipates that the Contractor would initiate this effort during the Kickoff Meeting.

Task 3 – Statewide Historic Structure Inventory and Assessment. The recent (2011) historic structure inventory will be incorporated into the ICRMP in the same format as the previous survey (2006).

The update to the inventory will include the building number (if applicable), name, construction date, construction type, former (historic) use, current use, potential NRHP eligibility (whether individually or as a group), and any potential NRHP district inclusion. This information will be recorded by the Contractor in the computerized database provided by the Template (Attachment A).

Task 4 – Preparation of Preliminary Draft ICRMP. Using this data and the Template, the Contractor will develop a preliminary draft of the statewide ICRMP. The preliminary draft will update the current chapters in the ICRMP and other information as may be required. The

PAARNG and NGB will review and provide comments on the preliminary draft. The Preliminary Draft ICRMP will be formatted with line numbers along the left margin to facilitate review and editing of the document. The Contractor will provide copies of the preliminary draft. The PAARNG will provide consolidated comments regarding the Internal Preliminary Draft ICRMP on the provided comment response matrix.

Task 5 – Preparation of Final Draft ICRMP. After PAARNG and NGB review the Preliminary Draft ICRMP and provide comments, the Contractor will respond to the comments and incorporate revisions in the Final Draft ICRMP. The Final Draft ICRMP will be formatted with line numbers along the left margin to facilitate review and editing of the document. The Final Draft will be submitted to the PAARNG, NGB, and Native American tribes with historic ties to Pennsylvania, and other consulting stakeholders identified by PAARNG for review and comment. The PAARNG will forward all documents to the appropriate NGB and agency reviewers, as well as to the public. Comments received will be forwarded to the Contractor for incorporation into the final ICRMP.

Task 6 – Preparation of Final ICRMP. Using the comments received during the Final Draft ICRMP review, the Contractor will consult with PAARNG and incorporate accepted and approved comments into the Final ICRMP. The Contractor will provide 25 hardcopies and 25 digital copies on CD to PAARNG for distribution to NGB, Native American tribes, and other stakeholders.

Task 7 – Mapping and Geospatial Data. The Contractor shall prepare maps for the facilities that graphically illustrate spatial information relevant to managing cultural resources. Maps will depict PAARNG facility boundaries, previous archaeological surveys, known archaeological sites, historic buildings, National Register listed or eligible properties and other pertinent features relevant to managing cultural resources. Maps depicting precise locations of archaeological sites and other sensitive data would not be included in printed or digital versions of the ICRMP intended for general public distribution. The Contractor will develop the maps using ArcGIS map document format (.mxd) and a copy of the geospatial data shall be included in the final deliverable. All geospatial data shall be developed using the DoD Spatial Data Standards for Facilities, Infrastructure, and Environment (SDSFIE). Each delivered geospatial data layer must include appropriate SDSFIE metadata. Additional fields, beyond the required can be populated as needed in consultation with the PAARNG POC.

Task 8 – Progress Reports. The Contractor will communicate the progress of the ICRMP update to the PAARNG POC via monthly progress reports. Progress reports would consist of a one to two page monthly letter report to the PAARNG POC by the end of each month reporting on the status of the overall project, work completed, and problems or issues that could impact the development of the ICRMP or project schedule. The progress reports will be e-mailed directly to the POC

Appendices section of ICRMP Template Considerations.

NEPA Documentation. No Environmental Assessment will be necessary. Since there is no change in mission, a Record of Environmental Consideration and Check List (REC & CHECK) will be used to ensure all NEPA requirements are met for the updated ICRMP.

Native American Consultation Appendices. No federally recognized Native American tribes live in Pennsylvania, however, 15 tribes have historic ties to the commonwealth. As part of the ICRMP update, the Contractor would assist PAARNG in initiating consultation for the ICRMP

with all appropriate tribes. Consultation for the ICRMP would be initiated by certified letter unless other form of contact requested by the tribe. At this time, no tribes have requested consultation meetings. Procedures are to be included in the ICRMP in the event that consultation would be necessary. Native American tribes and nations that would be consulted include:

- Absentee-Shawnee Tribe
- Cayuga Nation
- Delaware Nation
- Delaware Tribe of Indians
- Eastern Shawnee Tribe
- Oneida Indian Nation (NY)
- Oneida Indian Nation (WI)
- Onondaga Nation
- Saint Regis Mohawk Tribe
- Seneca Nation
- Seneca-Cayuga Tribe
- Shawnee Tribe
- Tonawanda Band of Seneca Indians
- Tuscarora nation
- Wyandotte Tribe

4.0 SPECIAL CONSIDERATIONS

The following considerations will be made during the performance of this DO:

Rights: All original materials, visual aids, software, and text developed in performance of the tasks listed herein are properties of the United States, and will not be used, distributed, or published by the Contractor or any Contractor employee, directly or indirectly, without specific permission provided through the Contracting Officer's Representative (COR). **Appendices section of ICRMP Template Considerations.**

Supervision and Reporting: The Contractor will provide a summary letter reporting the results of the data collection activities at PAARNG-controlled properties. The Contractor will provide a one-page progress report with each invoice submitted to the project account reporting on the overall project.

Meetings: The Kickoff meeting will take place within two weeks after the Notice to Proceed is issued. This meeting will take place prior to the initiation of the project. At least two subsequent meetings will be conducted to review on-going document preparation and data accumulation at a date and place to be determined appropriate to the proposed schedule for submission of deliverables. The NGB, PAARNG, or Contracting Officer's Representative (COR) may request meetings as appropriate. The Contractor may assume that up to a total of four (4) meetings will be required including the Kickoff meeting.

Classified Material: The Contractor will not encounter classified material in the course of investigations. All information sought will be briefed through the PAARNG point of contact (POC), Ms. Rita Meneses, at (717)-861-9415, prior to review by the Contractor.

Security Restrictions: The Contractor will comply with all security restrictions regarding entrance into all areas of PAARNG. These restrictions will also apply to photographic equipment and the reproduction of materials. The PAARNG will provide a briefing to the Contractor prior to the beginning of any required fieldwork. All personnel will be required to submit personal information as required by PAARNG Security prior to the beginning of fieldwork. The Contractor will give a minimum of three days notice to the PAARNG POC prior to conducting site visits.

Production of Draft and Final Documents: The final documents are to be submitted to PAARNG with all accompanying data, charts, and figures for final distribution. Final trim size for all reports is 8 ½ inches by 11 inches. All photographs will be screened for clear black and white or color photographic reproduction. All final ICRMP documents will be contained within a three-ring binder in order to facilitate updating. The final report text will be submitted in CD-ROM Word™ and Adobe Acrobat Reader™ .pdf for internet accessibility. All archival requirements will be met by the documents. The front cover of the final report will be presented with a full color representation of PAARNG shields. The inside cover will indicate the contract and DO number. All hard copies provided must be on 30% post consumer recycled content paper. Printing costs should be budgeted accordingly. Reports are to be double sided.

Safety: The Contractor shall at all times conduct work in accordance with U.S. Army Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1), Revised October 1992 or latest revisions, and the Contractor's own safety measures.

Site Visits: The Contractor shall contact the PAARNG POC, Ms. Rita Meneses (717) 861- 9415, of any proposed site visits at least three days prior to the proposed visit

5.0 DELIVERABLES

Provide written documents, CDS, and other data as follows:

Deliver to: Ms. Rita Meneses
Cultural Resources Manager
PAARNG - Environmental Division
Fort Indiantown Gap, Bldg 0-11
Annville, Pennsylvania 17003-5002
Phone: 717-861-9415
FAX: 717-861-8249
E-mail: rmeneses@state.pa.us

Deliverables: The deliverables required for this delivery order include the Kickoff Meeting minutes, the Work Plan, Update to the architectural and archaeological databases, Preliminary Draft ICRMP, Draft ICRMP, Final ICRMP, maps and GIS map data, and progress reports. The schedule for completion of the ICRMP is anticipated to take no more than 12 months including

review time on the part of the PAARNG, NGB, Tribes, and other stakeholders. Key deliverables and schedules are listed below.

Task	Deliverables Description	# Copies	Schedule
Task 1 – Kickoff Meeting / Work Plan Development	Kickoff Meeting	NA	14 calendar days from issue of PO
	Meeting Minutes	1 digital	7 days after Kickoff Meeting
	Work Plan	2 hard copies 2 digital	30 days after Kickoff meeting
Task 2 – Data Collection	Begin archival, historic property and back ground research following kickoff meeting	Integrated into ICRMP	Ongoing from Kickoff meeting
Task 3 – Statewide Historic Structure Inventory and Assessment.	Digital database with inventory information	1 digital	Submit with Preliminary, Draft, and Final ICRMP
Task 4 – Preparation of Preliminary draft ICRMP	Preliminary Draft ICRMP for review and comment by PAARNG, NGB	3 hard copies, 3 electronic copies on CD	Within 8 months of Notice to Proceed
Task 5 – Preparation of Final Draft ICRMP	Draft ICRMP for review and comment by PAARNG, NGB, Tribes, other Stakeholders	5 hard copies, 20 electronic copies on CD	Within 10 months of Notice to Proceed
Task 6 – Preparation of Final ICRMP	Final ICRMP for distribution PAARNG, NGB, Tribes, other Stakeholders	5 hard copies, 20 electronic copies on CD	Within 12 months of Notice to Proceed
Task 7 – Mapping and Geospatial Data	ArcGIS map document (.msd) maps; digital files of geospatial data layers prepared in DoD SDSFIE.	2 digital PAARNG SHPO	Submit with Preliminary, Draft, and Final ICRMP
Task 8 – Progress Reports	Summary reports sent by e-mail.	Digital reports submitted by e-mail	Monthly by 30 th of each month after issue of PO until completion of project

6.0 MANDATORY QUALIFICATIONS

The Contractor must be highly experienced and knowledgeable of relevant DoD regulations pertaining to ICRMPs including DoDI 4715.16, AR-200-4, DA PAM 200-4, as well as Federal cultural resources laws including Section 106 and Section 110 of the National Historic Preservation Act (NHPA); the Native American Graves protection and Repatriation Act, and Executive Orders regarding Native American Consultation and cultural resources as well as Pennsylvania laws and regulations related to historical preservation and management.

-
- The Consultant must demonstrate experience developing DoD ICRMPs, specifically with reference to Pennsylvania Guard projects and updating ICRMPs to conform to the NGB template.
 - The Consultant must ensure that the ICRMP development team includes only individuals with qualifications that meet 36 CFR 61 Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation shall supervise all work under this SOW. Project team leads should have a experience developing minimum of three ICRMPs for National Guard Clients, using the NGB ICRMP Template. Resumes that document academic credentials and demonstrate project experience must be provided.
 - To ensure efficient production of the ICRMP, the Consultant should be familiar with PHMC-BHP cultural resource guidelines and must demonstrate experience conducting both archaeological surveys and historic building inventories, and other cultural resources investigations on PAARNG facilities including FTIG.
 - Contractor should demonstrate familiarity in coordinating consultation between DoD agencies and federally recognized tribes and should have experience with Tribes with historic ties to Pennsylvania.
 - The Contractor must demonstrate experience collecting geospatial data and developing GIS data sets that comply with DoDI Spatial Data Standards for Facilities, Infrastructure, and Environment (SDSFIE).
 - The Contractor must have the in house capabilities to perform all tasks associated with development of the ICRMP. Subcontractors are not permitted.

END OF SCOPE OF WORK

ATTACHMENT B - COST DELIVERABLES

[illegible]



DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
ADJUTANT GENERAL'S OFFICE
COMMONWEALTH OF PENNSYLVANIA
FORT INDIANTOWN GAP
ANNVILLE, PENNSYLVANIA 17003-8924
VOICE/TDD 1-800-645-8924
www.dmva.state.pa.us

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Contractor agrees to the following provisions as a result of entering into a contract with the Commonwealth of Pennsylvania:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the contractor, subcontractor, or any person acting on behalf of the contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.
3. Contractors and subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. Contractors shall not discriminate by reason of gender, race, creed, or color against a subcontractor or supplier who is qualified to perform the work to which the contracts relates.
5. The contractor and each subcontractor shall furnish all necessary employment documents and records, to and permit access to their books, records, and accounts by the contracting agency and the Bureau of Contract Administration and Business Development, for purposes of investigation, to ascertain compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. If the contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, the contractor or subcontractor shall furnish such information on reporting forms supplied by the contracting agency or the Bureau of Contract Administration and Business Development.
6. The contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.
7. The Commonwealth may cancel or terminate the contract, and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the contractor in the Contractor Responsibility File

DISSEMINATION OF POLICY STATEMENT AND PLAN

1. Policy Statements are given to all personnel involved in the procurement and contracting process.
2. Policy Statements are posted on agency bulletin boards.
3. Policy Statements are placed in policy and procedure manuals and bid notices.
4. Contract Compliance Plans will be distributed to each manager and purchasing agent involved in the contracting process.
5. The Contract Compliance Plan and Policy Statement will be made a periodic agenda item at meetings of the Department of Military and Veterans Affairs Equal Opportunity Council.
6. Copies of Policy Statements and Contract Compliance Plans are maintained in each DMVA facility and central office; copies are provided upon request.



DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
OFFICE OF THE ADJUTANT GENERAL
COMMONWEALTH OF PENNSYLVANIA
FORT INDIANTOWN GAP
ANNVILLE, PENNSYLVANIA 17003-5002
www.dmva.state.pa.us

CONTRACT COMPLIANCE POLICY STATEMENT

Effective: May 4, 2011

The Department of Military and Veterans Affairs (DMVA) is committed to the practice of equal employment opportunity and nondiscrimination for all persons regardless of race, color, religious creed, ancestry, union membership, age, sex, sexual orientation, national origin, or non-job related disability.

Equal employment opportunity and non-discrimination will direct all contracting practices of this agency including procurement, construction, grants and service delivery.

Agency staff and managers who participate in contract compliance planning, implementation and monitoring will ensure adherence to non-discrimination practices. Management performance contributing to the success of the Contract Compliance Plan will be evaluated in the same manner as all other agency objectives.

DMVA Contract Compliance staff will ensure that contract solicitation incorporates the monitoring of all contracting activities of the agency, and that award processes are non-discriminatory.

Overall responsibility for the Contract Compliance program lies with Debbie Stubljur, Deputy for Administration, Department of Military and Veterans Affairs, Building 0-47, Fort Indiantown Gap, Annaville, PA 17003-5002.

Contract Compliance monitoring functions are assigned to Ms. Lori S. Millar, Chief, Training and Equal Employment Opportunity Division, Office of Administration, Department of Military and Veterans Affairs, Building 0-47, Fort Indiantown Gap, Annaville, PA 17003-5002. She may be reached at 717-861-8796 or lmillar@state.pa.us.

Wesley E. Craig
Major General, PA Army National Guard
The Adjutant General

The Department of Military and Veterans Affairs is an Equal Opportunity Employer

Equal Employment Opportunity is THE LAW

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under the following Federal authorities:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 502 of the Rehabilitation Act of 1973, as amended, prohibits job discrimination because of disability and requires affirmative action to employ and advance in employment qualified individuals with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

VIETNAM ERA, SPECIAL DISABLED, RECENTLY SEPARATED, AND OTHER PROTECTED VETERANS

38 U.S.C. 4212 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, prohibits job discrimination and requires affirmative action to employ and advance in employment qualified Vietnam era veterans, qualified special disabled veterans, recently separated veterans, and other protected veterans.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), Employment Standards Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210 or call (202) 653-0101, or an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Private Employment, State and Local Governments, Educational Institutions

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under the following Federal laws:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, prohibits discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment on the basis of race, color, religion, sex or national origin.

DISABILITY

The Americans with Disabilities Act of 1990, as amended, protects qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits, classification, referral, and other aspects of employment on the basis of disability. The law also requires that covered entities provide qualified applicants and employees with disabilities with reasonable accommodations that do not impose undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination on the basis of age in hiring, promotion, discharge, compensation, terms, conditions or privileges of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act of 1964, as amended (see above), the Equal Pay Act of 1963, as amended, prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment.

Retaliation against a person who files a charge of discrimination, participates in an investigation, or opposes an unlawful employment practice is prohibited by all of these Federal laws.

If you believe that you have been discriminated against under any of the above laws, you should contact immediately:

The U.S. Equal Employment Opportunity Commission (EEOC), 1801 L Street, N.W., Washington, D.C. 20507 or an EEOC field office by calling toll free (800) 659-4000. For individuals with hearing impairments, EEOC's toll free TDD number is (800) 659-6820.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX

In addition to the protection of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal assistance.

INDIVIDUALS WITH DISABILITIES

Sections 501, 504 and 505 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance in the federal government. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

If you believe you have been discriminated against in a program of any institution which receives Federal assistance, you should contact immediately the Federal agency providing such assistance.

CONTRACTOR INFORMATION SHEET

COMPANY NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

CONTACT PERSON _____

SIGNATURE _____

PHONE NUMBER _____

FAX NUMBER _____

E-MAIL ADDRESS _____

Department Of General Services

MBE/WBE SUBCONTRACTOR AND SUPPLIER SOLICITATION & COMMITMENT FORM

Bureau of Minority and Women Business Opportunities

IMPORTANT NOTE: The purpose of this Form is to document the bidder's compliance with the Commonwealth's non-discrimination program and to determine whether the bidder has discriminated in the selection of subcontractors and suppliers. Failure to complete this Form and submit it with the bid will be sufficient cause for rejection of the bid as NOT RESPONSIVE. Bidders must solicit BOTH MBE and WBE supplier participation for any work the bidders intend to subcontract or for any materials required to perform the contract.

Your Company Information:	Company Name:	Contact Person:		
	Address:			
	Tel #:	Fax #:	E-Mail:	
	SAP Vendor #:			
Contract/Solicitation Information:	Contract/ Solicitation Number:	Bid Opening Date:	Bid Amount (Bid Base #1):	

ALL FIRMS SOLICITED OR WHICH HAVE PROVIDED UNSOLICITED QUOTES MUST BE INCLUDED ON THIS FORM

(1) Subcontractor/Supplier Company Information • Company Name, Address, Zip Code • Tel. No. with Area Code • Contact Person's Name	(2) MBE, WBE or MWBE	(3) Type of Work to be Performed and/or Material to be Supplied	(4) Total Dollar Amount of Quote Received	(5) Total Commitment Dollar Amount
	Select One			
	Select One			
	Select One			
	Select One			

NOTE: Minimum Participation Levels (MPLs): MBE – 5%; WBE – 3%
A presumption of non-discrimination may be made if the dollar commitments to MBEs / WBEs reflect these minimum participation

(1)	Enter the official subcontractor or supplier's company name exactly as it appears on the Dept. of General Services (DGS) website list of certified MBEs/WBEs. Do not use D/B/A (Doing Business As) name.
(2)	Indicate whether the firm is DGS certified MBE or WBE. If the firm is both, the bidder will receive credit for the firm as either an MBE or a WBE.
(3)	Briefly describe the specific type of work to be performed and/or materials to be supplied by the listed DGS certified MBE or WBE. In order to count towards reaching the MPLs, bidders must solicit DGS certified MBEs/WBEs in the areas in which they are certified. For example, if an MBE/WBE is certified for electrical supplies and the bidder lists plumbing supplies, the bidder will not receive credit. Geographical location may not be used as a reason for limiting solicitation.
(4)	Enter the total dollar (\$) amount of the quote received. If the quote was received in the form of unit prices or hourly rates, a total dollar amount must still be provided. If the subcontractor did not respond to the bidder, the bidder must indicate "No Response." Copies of all MBE/WBE quotes must be submitted with the bid.

MBE/WBE SUBCONTRACTOR AND SUPPLIER SOLICITATION & COMMITMENT FORM

Bureau of Minority and Women Business Opportunities

(5) Enter the total dollar (\$) amount of the contractual commitment made to the listed MBE/WBE. If the bidder does not use the total quote from a MBE/WBE because a lower priced quote was received, the bidder must submit a copy of the lower priced quote with its bid. On partial commitments, the bidder must explain why only a partial commitment was made and must submit a copy of the lower priced quote.

☐ If the Bidder does not intend to utilize any subcontractors or suppliers in the performance of this contract, please check this box.

CONFIRMATION CHECKLIST FOR SUBMISSION OF FORM STD-168 AND OTHER DOCUMENTATION

☐ The Bidder must complete and submit Form STD-168 with its bid. If the supplier is providing their response through SRM, this completed form may be electronically attached and submitted with the bid.

☐ Along with the Form STD-168, the Bidder must include all solicited and unsolicited quotes received by the Bidder from MBEs and WBEs as long as the quotes are within the scope of work.

☐ The Bidder's contact with MBE/WBE subcontractors and suppliers should be a minimum of (10) days prior to bid opening date. This will ensure that MBEs/WBEs have sufficient time to prepare a quote. Ten days is a guide; however, adequate time must be provided to all subcontractors and suppliers to respond.

If the minimum participation levels (MPLs) for this project are not achieved, you must provide a written explanation explaining the failure to achieve the MPLs for MBEs and/or WBEs. Failure to do so will result in rejection of the bid.

If there are any questions/comments concerning this form, please contact the issuing agency contracting officer. If additional forms are needed, you are permitted to photocopy form. If the supplier is providing their response through SRM, this completed form may be electronically attached and submitted with the bid.

OFFICIAL USE ONLY

☐ Approved ☐ Denied ☐ Comments:

Reviewer:

Date:

RECIPROCAL LIMITATIONS ACT REQUIREMENTS

Please Complete Applicable Portion of Pages 3 & 4 and Return with Bid.

NOTE: These Requirements Do Not Apply To Bids Under \$10,000.00

I REQUIREMENTS

A. The Reciprocal Limitations Act requires the Commonwealth to give preference to those bidders offering supplies produced, manufactured, mined or grown in Pennsylvania as against those bidders offering supplies produced, manufactured, mined or grown in any state that gives or requires a preference to supplies produced, manufactured, mined or grown in that state. The amount of the preference shall be equal to the amount of the preference applied by the other state for that particular supply.

The following is a list of states which have been found by the Department of General Services to have applied a preference for in-state supplies and the amount of the preference:

STATE	PREFERENCE
1. Alaska	7% (applies only to timber, lumber, and manufactured lumber products originating in the state)
2. Arizona	5% (construction materials produced or manufactured in the state only)
3. Hawaii	10%
4. Illinois	10% for coal only
5. Iowa	5% for coal only
6. Louisiana	4% meat and meat products 4% catfish 10% milk & dairy products 10% steel rolled in Louisiana 7% all other products
7. Montana	5% for residents * 3% for non-residents* *offering in-state goods, supplies, equipment and materials
8. New Mexico	5%
9. New York	3% for purchase of food only
10. Oklahoma	5%
11. Virginia	4% for coal only
12. Washington	5% (fuels mined or produced in the state only)
13. Wyoming	5%

B. The Reciprocal Limitations Act requires the Commonwealth to give preference to those bidders offering printing performed in Pennsylvania as against those bidders offering printing performed in any state that gives or requires a preference to printing performed in that state. The amount of the preference shall be equal to the amount of the preference applied by the other state for that particular category of printing.

The following is a list of states which have been found by the Department of General Services to have applied a preference for in-state printing and the amount of the preference:

STATE	PREFERENCE
1. Hawaii	15%
2. Idaho	10%
3. Louisiana	3%
4. Montana	8%
5. New Mexico	5%
6. Wyoming	10%

C. The Reciprocal Limitations Act, also requires the Commonwealth to give resident bidders a preference against a nonresident bidder from any state that gives or requires a preference to bidders from that state. The amount of the preference shall be equal to the amount of the preference applied by the state of the nonresident bidder. The following is a list of the states which have been found by the Department of General Services to have applied a preference for in-state bidders and the amount of the preference:

STATE	PREFERENCE
1. Alaska	5%(supplies only)
2. Arizona	5%(construction materials from Arizona resident dealers only)
3. California	5%(for supply contracts only in excess of \$100,000.00)

- | | |
|-------------------|---|
| 4. Connecticut | 10%(for supplies only) |
| 5. Montana | 3% |
| 6. New Mexico | 5%(for supplies only) |
| 7. South Carolina | 2%(under \$2,500,000.00)
1%(over \$2,500,000.00) |
| | This preference does not apply to construction contracts nor where the price of a single unit exceeds \$10,000. |
| 8. West Virginia | 2.5%(for the construction, repair or improvement of any buildings |
| 9. Wyoming | 5% |

D. The Reciprocal Limitations Act also requires the Commonwealth not to specify, use or purchase supplies which are produced, manufactured, mined or grown in any state that prohibits the specification for, use, or purchase of such items in or on its public buildings or other works, when such items are not produced, manufactured, mined or grown in such state. The following is a list of the states which have been found by the Department of General Services to have prohibited the use of out-of-state supplies:

STATE	PROHIBITION
-------	-------------

- | | |
|-----------------|---|
| 1. Alabama | Only for printing and binding involving "messages of the Governor to the Legislature", all bills, documents and reports ordered by and for the use of the Legislature or either house thereof while in session; all blanks, circulars, notices and forms used in the office of or ordered by the Governor, or by any state official, board, commission, bureau or department, or by the clerks of the supreme court . . ./and other appellate courts;/ and all blanks and forms ordered by and for the use of the Senate and Clerk or the House of Representatives, and binding the original records and opinions of the Supreme Court . . ./and other appellate courts/ |
| 2. Georgia | Forest products only |
| 3. Indiana | Coal |
| 4. Michigan | Printing |
| 5. New Jersey | For legislative printing and bidders for all of the following items:* |
| | automotive parts, farm machinery, stainless steel tableware, kitchen small wares, major household appliances, chain link fence, portable sanitation units, glass, glazier supplies, storage batteries, spark plugs and filters, automotive glass, dental casting, prosthetic devices, pianos, musical instruments, carpet and cushion, shades, upholstery materials and supplies, room air conditioning, electrical supplies, plumbing supplies, hardware supplies, fasteners, lumber, building supplies, audiovisual/video equipment, fire extinguishers, fire hose, motor oils, fuel oil, sporting goods, photographic supplies, police equipment and supplies, venetian blinds, drapes, cheese, fresh fruit and vegetables, ammonia, bleach, pails, cleaning soaps, toilet cleaner, bowl cleaner, sponges, paper towel dispensers, water hose, course paper products, corrections department uniforms fine paper and paper cups. |
| 6. New Mexico | Construction |
| 7. Ohio | Only for House and Senate bills, general and local laws, and joint resolutions; the journals and bulletins of the Senate and house of Representatives and reports, communications, and other documents which form part of the journals; reports, communications, and other documents ordered by the General Assembly, or either House, or by the executive department or elective state officers; blanks, circulars, and other work for the use of the executive departments, and elective state officers; and opinions of the Attorney General. |
| 8. Rhode Island | Only for food for state institutions. |

*If the bid discloses that the bidder is offering to supply one of the above-listed products from the listed state (or in the case of New Jersey, if the bid discloses that the bidder is from New Jersey and it is offering one of the above-listed items), it shall be rejected. Contractors are prohibited from supplying these items from these states.

II. CALCULATION OF PREFERENCE

In calculating the preference, the amount of a bid submitted by a Pennsylvania bidder shall be reduced by the percentage preference which would be given to a nonresident bidder by its state of residency (as found by the Department of General Services in Paragraph C above). Similarly, the amount of a bid offering Pennsylvania goods, supplies, equipment or materials shall be reduced by the percentage preference which would be given to another bidder by the state where the goods, supplies, equipment or materials are produced, manufactured, mined or grown (as found by the Department of General Services in Paragraphs A and B above).

THIS FORM MUST BE COMPLETED AND RETURNED WITH THE BID

III. STATE OF MANUFACTURE

All bidders must complete the following chart by listing the name of the manufacturer and the state (or foreign country) of manufacture for each item. If the item is domestically produced, the bidder must indicate the state in the United States where the item will be manufactured. **This chart must be completed and submitted with the bid or no later than two (2) business days after notification from the Issuing Office to furnish the information. Failure to complete this chart and provide the required information prior to the expiration of the second business day after notification shall result in the rejection of the bid.**

ITEM NUMBER	NAME OF MANUFACTURER	STATE (OR FOREIGN COUNTRY) OF MANUFACTURE
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IV. BIDDER'S RESIDENCY

A. In determining whether the bidder is a nonresident bidder from a state that gives or requires a preference to bidders from that state, the address given on the first page of this invitation to bid shall be used by the Commonwealth. If that address is incorrect, or if no address is given, the correct address should be provided in the space below:

Correct Address:

B. In order to claim the preference provided under Section 1.B., Pennsylvania resident bidders must complete the following or have such information on file with the Issuing Office:

1. Address of bidder's bona fide establishment in Pennsylvania at which it was transacting business on the date when bids for this contract/requisition were first solicited:

2. a. If the bidder is a corporation:

(1) The corporation ☐ is or ☐ is not incorporated under the laws of the Commonwealth of Pennsylvania.

(a) If the bidder is incorporated under the laws of the Commonwealth of Pennsylvania, provide date of incorporation:

(b) If the bidder is not incorporated under the laws of the Commonwealth of Pennsylvania, it must have a certificate of authority to do business in the Commonwealth of Pennsylvania from the Pennsylvania Department of State as required by the Pennsylvania Business Corporation Law (15 P.S. §2001). Provide date of issuance of certificate of authority:

(2) The corporation ☐ is or ☐ is not conducting business in Pennsylvania under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, it must register the fictitious name with the Secretary of the Commonwealth and the office of the prothonotary of the county wherein the registered office of such corporation is located as required by the Fictitious Corporate Name Act, as amended 15 P.S. §51 et seq. Corporate bidders conducting business under an assumed or fictitious name must provide date of registry of the assumed or fictitious name:

b. If the bidder is a partnership:

(1) The partnership ☐ is or ☐ is not conducting business in Pennsylvania under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, it must file with the Secretary of the Commonwealth and the office of the prothonotary the county wherein the principal place of business is located as required by the Fictitious Name Act of May 24, 1945, P.L. 967, as amended 54 P.S. §28.1. Partnerships conducting business under an assumed or fictitious name must provide the date of filing of the assumed or fictitious name with the Secretary of the Commonwealth:

(2) The partnership ☐ is or ☐ is not a limited partnership formed under the laws of any jurisdiction other than the Commonwealth of Pennsylvania. If the bidder is an Out-of-state limited partnership, it must register with the Pennsylvania Department of State as required by the Act of July 10, 1981, P.L. 237, as amended, 59 Pa. C.S.A. §503. Out-of-state limited partnerships must provide the date of registry with the Pennsylvania Department of State:

c. If the bidder is an individual:

He or she ☐ is or ☐ is not conducting business under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, he or she must file with the Secretary of the Commonwealth and the office of the prothonotary in the county wherein the principal place of business is located as required by the Fictitious Name Act of May 24, 1945, P.L. 967, as amended, 54 P.S. §28.1. Individuals conducting business under an assumed or fictitious name must provide the date of filing of the assumed or fictitious name with the Secretary of the Commonwealth:

BIDDING PREFERENCE FOR PRODUCTS WITH RECYCLED POSTCONSUMER MATERIAL

PLEASE NOTE: Bidders ARE NOT required to complete this form or obtain the following Manufacturer's Recycled Postconsumer Material Certification if they ARE NOT seeking a bidding preference for products or printing with recycled postconsumer material.

A. PREFERENCE

Except as otherwise provided in Paragraph G every bidder who certifies that the goods, supplies, equipment, materials or printing, which the bidder is offering, contains at least 10% of recycled postconsumer material shall be given a five percent (5%) preference against any bidder that has not so certified (or such higher percentage specified in the invitation for bids for the bidding preference for products with recycled postconsumer material) "Postconsumer material" is defined as "Any product generated by a business or consumer which has served its intended end use, and which has been separated or diverted from solid waste for the purpose of collection, recycling, and disposition. The term includes industrial by-products that would otherwise go to disposal or processing facilities. The term does not include internally generated scraps that is commonly returned to industrial or manufacturing processes." This preference for products and printing with recycled postconsumer material shall be in addition to any reciprocal preference for Pennsylvania bidders and manufacturers.

B. BIDDER CERTIFICATION

If the bidder is submitting a bid price on more than one item, and the percentage of recycled postconsumer material differs for each item, the bidder must state the percentage for each item. Bidder certifies that the goods, supplies, equipment, materials or printing which the bidder is offering: (to be completed by the bidder)

Item No. _____ Contains _____ % of recycled postconsumer material.

Item No. _____ Contains _____ % of recycled postconsumer material.

Item No. _____ Contains _____ % of recycled postconsumer material.
(use additional sheets if necessary to complete required information)

If a bidder does not comply with this Subsection (B), he shall not be eligible for the 5% preference.

C. MANUFACTURER'S RECYCLED POSTCONSUMER MATERIAL CERTIFICATION

In addition to the Bidder Certification in Subsection (B), in order to be eligible for the 5% preference a manufacturer's certification must be completed, signed and submitted by each of the manufacturers listed by the bidder in Section III of the Reciprocal Limitations Act Requirements of this Invitation for Bid. Bidders must use the enclosed Manufacturer's Recycled Postconsumer Material Certification form. If this form is not completed, signed and submitted with the bid, no bidding preference shall be given to the bidder.

D. FEDERAL FUNDS

No preference shall be given if the Commonwealth's receipt of federal funds would be jeopardized by granting the preference.

E. TIE BIDS

When there is a tie for lowest responsible bidder, the Department of General Services may consider, as one factor in determining to whom the contract should be awarded, which of the bids provides for the greatest percentage of recycled postconsumer material in the product or printing.

F. ENFORCEMENT

Awarded bidders may be required, after delivery of the goods, supplies, equipment, materials or printing, to provide the Commonwealth with documentary evidence that the goods, supplies, equipment, materials or printing was in fact produced with the certified percentage of recycled postconsumer material. If a bidder is awarded a contract or a purchase order on the basis of the 5% preference and fails to supply the item(s) with the required content of recycled postconsumer material or refuses or fails to provide sufficient documentary evidence that the item(s) was in fact produced with the certified percentage of recycled postconsumer material, the Department reserves the right, at its sole discretion, to:

- 1) Reduce the purchase price paid to the contractor by 5%.
- 2) Require the contractor to remove and replace the materials at the contractor's sole expense.
- 3) Cancel the contract or the purchase order.
- 4) Obtain the item(s) from another source.
- 5) Pursue its other remedies under the contract for damages and costs for breach of contract.

G. STEEL AND ALUMINUM PRODUCTS EXCEPTION

The Commonwealth of Pennsylvania recognizes that both steel and aluminum products are universally made of recycled material, including postconsumer steel and postconsumer aluminum. Therefore, if steel or aluminum is used in the manufacture of the product offered by a bidder in response to this invitation to bid, the bidder is not required to provide certification that the product contains recycled postconsumer material. If a bidder is offering a product with steel or aluminum and the steel or aluminum contains no postconsumer material, the bidder is required to provide written notification in its bid. Bidders offering products containing steel and/or aluminum shall be given a five percent bidding preference over bidders offering: (1) steel or aluminum products that are reported to be made without recycled (postconsumer) content and (2) non-steel or non-aluminum products (such as plastic) which are not certified as containing recycled (postconsumer) content.

MANUFACTURER RECYCLED POSTCONSUMER MATERIAL CERTIFICATION

TO BE COMPLETED BY MANUFACTURER:

NAME OF MANUFACTURING FIRM: _____

ADDRESS OF MANUFACTURING FIRM: _____

FEDERAL EMPLOYER I.D. NO: _____

CONTRACT OR REQUISITION NO: _____

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

Goods, supplies, equipment, materials or printing which the manufacturer will furnish to the bidder if the bidder is awarded the above-referenced contract or purchase requisition:

Short description of the nature of the postconsumer material which will be contained in the goods, supplies, equipment, materials or printing: _____

CERTIFICATION: I, the undersigned officer of the above-named firm, do hereby certify that I am authorized to provide this certification on behalf of the above-named firm and that the goods, supplies, equipment, materials or printing listed above which my company will furnish to the bidder named above, if the bidder is awarded the above-referenced contract or purchase requisition, shall contain not less than ____% postconsumer material as that term is defined in the invitation for bid. The nature of the postconsumer material is also identified above. I understand that this document is subject to the provisions of the Unsworn Falsification of Authorities Act (18 P.S. Section 4904).

PLEASE NOTE: Bidders ARE NOT required to complete this form if they ARE NOT seeking a bidding preference for products with recycled post-consumer material.

Signature

Name of Signatory

Title

Date