COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF PUBLIC WELFARE
Division of Procurement
Room 525, Health & Welfare Building
625 Forster Street
PO Box 2675
Harrisburg, PA 17120

Daniel R. Boyd
Director

Telephone 717-783-3767
Fax 717-787-3560

September 19, 2011

R. T. General Construction
1300 Industrial Boulevard, B-3
Southampton, PA 18966-4029

Dear Vendor:

I am writing to notify you that you can begin services on contract # 4000015904 to do the NRM Project W-0557-0909 – Roof replacement for building no. 26 – Laundry Building at South Mountain Restoration Center. The term of the contract will be **60 calendar days** from the start date of the contract on September 26, 2011.

All bonds, insurance and any other requirements for this contract (if required) should be sent to the issuing facility prior to any services being rendered. Please contact the purchasing agent if you have any questions concerning these requirements.

Services cannot be rendered under this contract nor payment made until you have received a copy of this letter and contract containing all necessary Commonwealth approval signatures.

If you have any questions concerning this contract, please contact Greg Kratzer at 717-425-5454.

Sincerely,

Daniel R. Boyd
Director
Division of Procurement

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Instructions to Bidders

GENERAL:

The Department of Public Welfare hereby invites you to bid on the project described on the attached specifications.

You should have received one (1) complete copy of the bid proposal, which includes Signature Page, Project Specifications and drawings and General Conditions of the Construction Contract.

If you do not wish to bid, return the signature page only marked "No Bid."

BIDS:

If you wish to bid on this project, enter your bid on the signature page. If this bid proposal requires only one lump sum bid, enter the amount in the block designated Base Bid #1. If the proposal incorporates more than one base bid, enter the amounts in the respective blocks as appropriate up to four (4) base bids.

Bids must be firm. If a bid is submitted with conditions or exceptions or not in conformance with the terms and conditions referenced in the Contract Documents, it shall be rejected. The bid shall also be rejected if the services offered by the Bidder are not in conformance with the specifications as determined by the Department.

Complete and return ONE ENTIRE PROPOSAL prior to the bid opening date and time noted using the enclosed bid return envelope. Bids must be sealed. Bids received after the specified date and time CANNOT be accepted, regardless of the reason. Failure to return one entire proposal may be cause for rejection of bid.

If bid is over $10,000, the Reciprocal Limitations Act form (pages 12-4 through 12-7) must be completed and returned with the bid.

Any project awarded over $25,000 must include Prevailing Wage Rates (9-29).

If bid is over $50,000, the STD-168 form (page 12-8) must be completed and returned with your bid in the enclosed confidential envelope. If this form is not completed and bid totals over $50,000, bid will not be accepted.

Once contract award is made, for contracts awarded for amounts over $25,000.00, the Department will require contract performance security in the amount equal to at least 50% of the contract price. Once contract award is made, for contracts awarded for amounts in excess of $100,000.00, the Department will require security bonds executed by a surety company authorized to do business in the Commonwealth and made payable to the Department as follows:

The Contracting Office shall not permit a bid withdrawal if it would result in the award of the Contract on another bid of the same Bidder, its partner or a corporation or business venture owned by or in which the Bidder has a substantial interest.

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.

BID OPENING:

Bids will be opened publicly in the presence of one or more witnesses at the time and place designated on the Signature Page. The amount of each bid and any other relevant information together with the name of each Bidder shall be recorded on the bid tabulation sheet. The bid tabulation sheet shall be opened to public inspection.

ACCEPTANCE OR REJECTION OF PROPOSAL AND AWARD

The Department of Public Welfare and Contracting Officer reserves the right to accept or reject any proposal or part thereof and to waive technicalities. All prices in this bid proposal shall remain firm for ninety (90) days after bid opening and, unless specifically noted, are based upon the specifications set forth herein without exception.

If the Department of Public Welfare makes an award, this proposal, with attached specifications and drawings, if any, become a valid Contract when signed by all parties and the Contractor receives a signed copy of the Contract.

Unless all bids are rejected, and except as otherwise provided by law, award will be made to the lowest responsible and responsive Bidder. The Director of Procurement will break all tie bids. Prompt payment discounts will not be considered in making an award. However, if they are offered, the Commonwealth will take advantage of such offer.

BID PROTEST PROCEDURES:

a. *Who May File the Protest.* Any Bidder or prospective bidder who is aggrieved in connection with the IFB or award of the contract solicitation or award of a contract may file a protest. Protests relating to cancellation of invitations for bids and protests relating to the rejection of all bids are not permitted. A Bidder is a person that submits a bid in response to the IFB. A prospective bidder is a person that has not submitted a bid in response to the IFB.

f. *Procedures.*

1) Contracting Officer Response. Within fifteen (15) days of the receipt of a protest, the contracting officer may submit a written response to the head of the purchasing agency (or designee). The response may include any documents or information that the contracting officer deems relevant to the protest.

2) Protesting Party Reply. Within ten (10) days of the date of the contracting officer response, the protesting party may file a written reply.

3) Review. The head of the purchasing agency (or designee) shall:

   a) Review the protest and any response or reply.

   b) Request and review any additional documents or information he deems necessary to render a decision.

   c) Give the protesting party and the contracting officer reasonable opportunity to review and address any additional documents or information requested by the agency head.

   d) In his sole discretion, conduct a hearing.

   e) Within sixty (60) days of the receipt of the protest, issue a written determination stating the reasons for the decision.

   f) If additional time is required to investigate the protest, inform the protesting party of the additional time needed to render a determination and obtain the protesting party's consent.

4) "Clearly Without Merit" Determinations. If the head of the purchasing agency (or designee) determines, upon receipt, that the protest is clearly without merit and does not stay the procurement, the head of the purchasing agency (or designee) shall immediately issue the decision as required by Subparagraph h below.

g. *Settlement.* The Issuing Office has the authority to settle and resolve bid protests.

h. *Decision.* The head of the purchasing agency (or designee) shall promptly, but in no event later than sixty (60) days from the filing of the protest, issue a written decision. The decision shall:

General Bidding Instructions

for

Construction Projects

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ARTICLE 1: DEFINITIONS

Whenever in this Contract the following words and expressions occur, they have the following meanings.

CHANGE ORDER

A Change Order is a written order signed by an authorized official of the Department directing the Contractor to make changes in accordance with Article 6: Changes In The Work. The Change Order may be either with the consent of the Contractor or a unilateral order by the Department.

CLARIFICATIONS/BULLETINS

Clarifications are written interpretations or explanations of the specifications or drawings by the Project Designer.

Bulletins are changes in the specifications or drawings to correct errors and omissions or to delete or add items to the bid documents during the bid period. Bulletins are also used to modify, extend, change or cancel the bid opening.

COMPLETION OF THE WORK

The date of Completion of the Work is the date on which the Construction Manager certifies and the Facility Project Designer agrees that the Work is 100% complete and only punch list items are remaining Certificate of Final Completion and Final Payment form (see page 12-3). The Facility Maintenance Manager completes the certificates.

CONTRACT

The Contract is the written agreement signed by the Contractor and all required Commonwealth officials. The Contract represents the entire and integrated agreement between the parties to it and supersedes all prior negotiations, representations or agreements, either written or oral.

CONTRACT BONDS

The Contract Bonds are the security or surety bonds for either performance or payment of labor/materials, or both, depending on the contract amount. Bonds must be executed by companies legally authorized to do business in the Commonwealth of Pennsylvania.

CONTRACT COMPLETION DATE

The Contract Completion Date is either the date specified in the contract for work to be completed or the number of calendar days from the Contract Start Date specified in the contract for completion of the Work.

EFFECTIVE DATE OF CONTRACT

The Effective Date of Contract is a date fixed by the Director of Procurement, which is after the date the Contract has been fully executed by the Contractor and by the purchasing agency and all approvals required by Commonwealth contracting procedures have been obtained. The Contract shall not be a legal and binding Contract until after the Effective Date is affixed and the Contract is sent to the Contractor.

FIELD ORDER

A Field Order is a written letter directive for documenting minor adjustment in the Work that results in no change in cost or duration of the Contract and does not require a Change Order.

FACILITY

The Facility is the specific institution or building under the control of the Department of Public Welfare where the Project will occur.

MILESTONES

Milestones are specific scheduled progress points for the Contractor to achieve, in order for the project to be completed as originally planned within the calendar days allotted for the project. Achieving the milestones is tied to any partial payments and the final payment to the Contractor.

NOTICE OF DEFICIENCY OR DEFECT

A Notice of Deficiency or Defect is a written notification to record non-conforming work, deficient work and/or milestone slippage issued by the Project Designer or Construction Manager.

PROJECT DESIGNER

A Project Designer is a Registered Architect or Professional Engineer or his/her authorized representative in the Division of Facilities and Property Management (DFPM), Department of Public Welfare. The Project Designer is the author of the drawings and specifications and is the responsible party for any interpretation of the technical requirements or design intent therein.

PROJECT AREA

The Project Area is the total complete scope of Work to be performed under this Contract, as defined by the drawings, specifications, clarifications, bulletins and change orders.

SUBCONTRACTOR

A Subcontractor is a person or organization that has a contract with the Contractor to perform a part of the Work within the scope of the Contract. The term Subcontractor is referred to as if singular in number and means a Subcontractor or its authorized representatives. Subcontracting work on site shall not be permitted without prior authorization from the Project Designer.

ARTICLE 2: PROJECT DESIGNER AND CONSTRUCTION MANAGER

ADMINISTRATION OF CONTRACTED WORK

The Project Designer, in cooperation with the Construction Manager, shall provide technical interpretation of the construction documents, specifications and drawings, including performance of the Work hereinafter described. All interpretations of the terms, conditions and payment requirements of the Contract shall be made by the Contracting Officer.

CONTRACT DETAIL AND DESIGN INTENT

Where the Work is shown in complete detail on only a portion of a drawing or there is an indication of continuation, the remainder being shown in outline, the Work drawn out in detail applies to all other like portions of the structure within the Project Area.

CONTRACT ERRORS OR CONFLICTS

If the Contractor, in the course of construction, finds any technical conflict, omission or discrepancy on or among the drawings and specifications, such conflict, omission or discrepancy shall be immediately referred to the Project Designer in writing via fax or e-mail. The Project Designer, with appropriate input from the Construction Manager and Facility, will review the matter and issue a Clarification to the Contractor in writing.

ACCESS TO SITE

The Project Designer, Construction Manager and authorized representatives of the Department shall, at all times, have access to the Work area.

INTERPRETATION OF DOCUMENTS

The Project Designer is the interpreter of the requirements of the drawings and technical specifications. The Project Designer will, within ten (10) days after receipt of a written request, render in writing such interpretation as a clarification. All interpretations by the Project Designer shall be consistent with the Contract Document requirements and shall become part of the Contract Documents.

REJECTION OF WORK

The Project Designer is authorized to recommend rejection of Work that does not conform to Contract Documents and shall immediately notify the Contractor of such rejection. The Project Designer must make recommendations to the Construction Manager as soon as possible for the remedial methods to resolve rejected Work. The Project Designer will be the final authority for accepting or rejecting proposed or installed work that does not conform to the specifications or drawings.

ARTICLE 3: CONTRACTOR REQUIREMENTS

REVIEW OF CONTRACT DOCUMENTS AND SITE CONDITIONS

The Contractor shall carefully study and compare the requirements of the Contract Documents and physical conditions of the project site. If the Contractor, in the course of the Work, finds any discrepancy between the plans or specifications and the physical condition of the locality or any errors in plans or specifications, the Contractor must immediately inform the Project Designer in writing of the discrepancy or omission.

SUPERVISION AND CONSTRUCTION PROCEDURES

The Contractor is solely responsible for all construction means, methods, techniques, procedures and safety programs in connection with the Work under the Contract. The Contractor shall supervise and direct the Work, using his best skill and attention. The Contractor shall be solely responsible for all construction means, methods, labor standards, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract.

The Contractor shall employ only such foremen, superintendents and workers as are experienced and competent for the Work. The Construction Manager may request or demand the removal of any person employed by the Contractor who shall be guilty of misconduct or who neglects or refuses to comply with the directions given and such person shall not again be employed at the project site of this Contract without the express consent of the Construction Manager. Failure of the Contractor to comply with these provisions shall be sufficient reason for the Department to withhold all payments that are or may become due or the Contracting Officer may suspend the work until compliance with such orders is effected.

PROVISION OF LABOR AND MATERIALS

Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, security, transportation and all other facilities and services necessary for the proper execution and completion of the Work as developed in the Milestones Schedule, specifications and drawings.

USE OF EQUIPMENT

The Contractor shall supply and assemble, erect and move, into proper location, all scaffolds, derricks, hoists, lifting apparatus and equipment necessary for the execution and installation of work. Hoists, derricks and other lifting apparatus shall be equipped with safety devices required by law and shall be so placed as not to interfere with or damage the work of any trade. The Contractor shall furnish, at his cost and expense, all barriers, trestles and all other safety and construction equipment required for the completion of the Work under this Contract.

The Department may elect to procure the necessary approvals and permits for the Project through the Department of Health and the Department of Labor and Industry, prior to the commencement of the work.

COMPLIANCE WITH APPLICABLE LAW, ORDINANCES, REGULATIONS, ETC.

The Contractor shall give all notices and comply with all applicable law, ordinances, regulations, rules and orders of any public authority bearing on the performance of the Work. If the Contractor observes that any of the Contract Documents is at variance therewith in any respect, it shall promptly notify the Project Designer in writing by fax or e-mail with supporting documentation.

CUTTING AND PATCHING OF WORK

The Contractor shall do all cutting, fitting or patching of existing materials as required to make its several parts fit together properly and shall not endanger any existing work by cutting, excavating or otherwise altering the work, or any part of it.

Unless otherwise specified, each Contractor is responsible for its own cutting and patching of existing roof systems necessitated by its work. A qualified Contractor/Subcontractor must perform the cutting and patching. The cutting and patching must maintain any current warranty or bond on the roofing and, whether under warranty or not, must be done in accordance with the manufacturer's written directions and warranty requirements.

SURVEYS AND LAYING OUT WORK

The Contract drawings shall be used for all dimensions in laying out the Work under this Contract. The Contractor shall utilize a competent surveyor or engineer, whose name and qualifications shall be submitted to the Project Designer, to lay out the utility lines, walls, floor elevations, etc. from the initial points established on the drawings. The Surveyor shall take, as a basis, the figures on the plans and shall lay out all intersections, all building lines at corners and centers, test and check all elevations and levels, locate levels and plumb lines of walls, beams and columns and other parts of the construction as the Work progresses. The Contractor, who is solely responsible for its correctness, shall lay out all work of every description. The Contractor, as part of the original Contract sum, shall pay for all expenses in connection with this work.

STORAGE IN EXISTING BUILDINGS

The Contractor shall not store any materials in any existing building or beyond the project area, as defined by the drawings, without prior written authorization from the Construction Manager. No flammable items shall be stored in the project building.

CHASES AND OPENINGS

The Contractor will construct, or have built, into new walls, new partitions and new floors, all such chases and openings as are required to install the new Work. The Contractor will be responsible to see that the chases and openings affecting its work are installed in accordance with the drawings or specifications. Penetrations of fire and smoke rated floor and wall systems must be finished to meet the original rating.

REMOVAL OF UNCLASSIFIED MATERIALS

All materials encountered, which are identified as unclassified, shall be removed to the required widths and depths to create a finished product as shown and/or noted on the drawings and as written in the specifications. No additional compensation shall be made to the Contractor for this unclassified excavation, forms, dewatering or shoring.

EXISTING UTILITIES

The Contractor shall determine the location of existing utilities required to remain in place, including those overhead or underground, and take all necessary precautions to prevent injury or damage during the performance of the contract and shall be responsible for any and all damages thereto. Known utilities will be noted on the drawings when applicable.

CONTRACTOR PERFORMING EXCAVATION OR DEMOLITION

The Contractor performing excavation or demolition work shall fully comply with the requirement of (One Call) Act 287-74, as amended, approved December 10, 1974, relative to protection of underground utilities which shall include, but not be limited to:

1) Ascertain approximate location and type of utility lines at the site by inspecting drawings or by obtaining a list of utility companies' lines on the site from the County Recorder of Deeds and then contacting the utility company.

2) Three (3) days before excavation or demolition, request information from the utility companies regarding the steps Contractors should take to avoid damage.

3) Provide each equipment operator or blaster with information obtained in (1) and (2) above.

4) Report to the utility company any damage to utility line made or discovered in the course of the work.

5) Alert occupants of premises as to emergency created or discovered.

6) Provisions of (1), (2) and (3) do not apply in an emergency. An emergency is any condition constituting a clear and present danger to life or property by escaping gas, exposed wires or other utility line breaks or defects.

ENVIRONMENTAL QUALITY CONTROL

The Contractor and its Subcontractors shall perform their work in a manner which minimizes the possibility of air, water, land and noise pollution.

The level of completion and payment shall be based on an assessment of project milestones made by the Facility Maintenance Manager. (See Article 12)

DELAYS AND EXTENSIONS OF TIME

If the Contractor is delayed at anytime in the progress of the work by changes ordered in the work, by labor disputes, fire, unavoidable casualties, Acts of God or by delay due to suspension of work or by any cause that the Construction Manager and Project Designer determines may justify the delay, the Contract Completion Date may be extended by the Project Designer. In his/her sole discretion, the Project Designer may approve of an Extension of Time for such reasonable time as may be determined by the Project Designer. These require a Change Order.

REQUESTS FOR EXTENSIONS OF TIME

All requests for Extensions of Time shall be made to the Project Designer in writing. All such requests must be filed within ten (10) days of the end of the event or issue which caused the delay. In no case will the granting of an Extension of Time to one Contractor automatically entitle any other contractor to an Extension of Time. Preparing Change Orders and the processing of Change Orders are not causes for granting of an Extension of Time unless agreed to and stated in the Change Order.

NOTE: A construction project CANNOT be extended past June 30th of the second FY unless there is an approved 310.3 waiver from the Governor's Budget Office.

PROJECT DESIGNER APPROVAL

The Project Designer's approval of shop drawings or samples does not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents, unless the Contractor has, at the time of submission, noted the deviation on the submittals and the Project Designer has given written approval of the specific deviation. The Project Designer's approval also does not relieve the Contractor from responsibility for errors or omissions in the submittals. No portion of the Work requiring a submittal shall be commenced until the submittal has been approved by the Project Designer. Any work commenced by the Contractor prior to final approval of the submittals by the Project Designer is performed by the Contractor at its own risk. The Department is not responsible for materials ordered, purchased or installed, that have not received prior review/approval or that do not conform to the specifications.

MANUFACTURER OR TRADE NAMES

Whenever, in this proposal, an article or material is defined by trade name and/or the name and catalogue number of the manufacturer of vendor, the term "or approved equal", if not inserted therein, shall be implied. The reason for maintaining manufacturer's and trade names is to establish the grade, quality and proportion of ingredients which will provide acceptable performance under these specifications. Materials of the same quality, manufactured by nationally known manufacturers, will be considered for approval. The decision of Project Designer shall be final in all matters concerning comparative quality or fitness for the Work for substitution submittals and requests.

QUALITY AND SAMPLE OF MATERIALS

Before any construction may proceed, the Contractor may be required to furnish the required information to the Project Designer, of the origin, composition and manufacturer of any or all materials to be used in the Work, together with samples. All expenses incurred in delivering, transporting, packing, collection, testing, return, etc., of the material in samples or equipment shall be paid by the Contractor. Samples shall be clearly marked with Project number, Contractor's name and Project location. If any material or article other than that which is specified is to be used or installed, prior approval is required from the Project Designer. The Contractor will furnish satisfactory technical evidence as to the standard of quality of materials proposed to those specified, including finished projects using the materials.

Any material delivered to the Project site shall be compared with the approved sample and, if necessary, additional tests may be made upon the material at any time. Failure of samples to pass the tests will be sufficient cause for refusal to consider any further samples from the manufacturer or other sources of the material. Samples may be incorporated into the work, if they are approved.

Unless otherwise specified, all supplies, equipment and material to be furnished and installed under this Contract shall be new and unused and of current manufacture. Government surplus items and discontinued, suspended or otherwise obsolete items or designs are not permitted.

ARTICLE 6: CHANGES IN THE WORK

CHANGES

The Facility, in consultation with the Project Designer, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, with corresponding adjustments to Contract amount, if necessary, the Contract sum being adjusted if required. All such changes in the Work will be authorized by Change Order. The Contractor agrees that payment under any method noted within this Article will be the exclusive compensation for such addition, deletion or other revision to the original Contract including any and all costs associated with acceleration, stacking and resequencing of forces required by the change to maintain the Project Milestone Schedule. If it is not possible to complete the work within the Milestone Schedule by acceleration, stacking or resequencing, the Contractor must request an Extension of Time via Change Order. (See Change Order form on page 12-1.)

CHANGES ONLY BY CHANGE ORDER

A Change Order is a written order to the Contractor, signed by the Project Designer and issued after the execution of the Contract, authorizing a change in the Scope of Work or an adjustment in the Contract Sum or of the Contract Time.

COST OF DEBIT CHANGE ORDER

The cost debit to the Facility resulting from a change in the Work shall be determined in one or more ways in accordance with this Article, at the option of the Project Designer.

A) By a detailed cost breakdown properly itemized (the breakdown shall include size, quantity, type, subcontractors, etc., and may include a maximum of fifteen percent (15%) markup to labor costs for overhead and profit and a maximum of ten percent (10%) markup for materials for overhead and profit);

B) By unit prices stated in the bid proposal, specifications or from Square Foot prices agreed upon in the contract breakdown; or a settlement amount agreed upon by the Project Designer.

If the Designer and Vendor cannot agree on a cost, the formula in A above will be used.

CLAIMS FOR ADDITIONAL COST OR TIME

No claims for increased costs, charges, expenses or damages of any kind, except as provided in the General Conditions, shall be made by the Contractor against the Department for any delays or hindrances from any cause whatsoever, including but not limited to strikes, walkouts or work stoppages during the progress of any portion of the work. The Department may, however, extend the time for completion of the Work, as provided in the Contract, which extensions shall constitute the exclusive remedy between the parties in the event of such delays.

MINOR CHANGES IN THE WORK

The Construction Manager may request changes in the Work not involving an adjustment in the Contract sum or an extension of the time and not inconsistent with the Contract Documents. Such changes may be affected by written Change Order approved by the Project Designer or by a Field Order. Such changes are binding on the Facility and the Contractor. After an interpretation of the Contract Documents and review and approval by the Project Designer, the Construction Manager may issue written Field Orders consistent with the Contract Documents without changing the Contract sum or Contract time. The Contractor shall carry out such Field Orders promptly.

CORRECTION OF REJECTED WORK

The Contractor shall promptly correct all work rejected by the Construction Manager and agreed to by the Project Designer as defective or as failing to conform to the Contract Documents, whether observed before or after substantial completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected or defective work.

FAILURE TO CORRECT DEFECTIVE OR NON-CONFORMING WORK

If the Contractor does not remove defective or non-conforming work within time fixed by written notice from the Facility, the Facility may remove it and may store the defective materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage, the Facility may, upon ten (10) days written notice, sell such work at auction or at private sale and, after deducting all the costs that should have been borne by the Contractor pursuant to the provisions of this paragraph, shall account for the net proceeds of the sale. If such proceeds do not cover all costs that the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor and/or the Contractor's surety shall pay the differences to the Facility.

ARTICLE 7: PAYMENTS AND PROJECT COMPLETION

APPLICATION FOR MILESTONE PAYMENTS

During the progress of work, in accordance with the Contract Documents, the Contractor shall prepare periodic estimates of the value of the work performed and shall submit to the Contracting Officer itemized invoices for payments. Invoices shall be supported by completed Milestones and other requirements, as required by the Contracting Officer, substantiating the Contractor's right to payment. (See page 12-15)

PAYMENTS WITHHELD

The Contracting Officer, in consultation with the Construction Manager and the Project Designer, may decline to approve payment in whole or in part if the Work has not progressed to the point indicated or the quality of the Work is not in accordance with the Contract Documents. The Construction Manager or Project Designer may also decline to approve any payment because of subsequently discovered evidence or inspections which, in their opinion, is necessary to protect the Facility from loss because of:

1) Defective Work not remedied or claims for Work not installed.

2) Unpaid taxes or claims made by other governmental entities.

3) Reasonable doubt that the Work can be completed for the unpaid balance of the Contract sum;

4) Unrepaired damages to Facility property by the Contractor.

5) Consistent failure of the Contractor to substantially meet the Milestones of this Contract and a reasonable indication that the Work will not be completed within the Contract time.

6) Failure of the Contractor to pay Subcontractors or suppliers. It is within the Facility's discretion to withhold payment because of the Contractor's failure to pay Subcontractors or suppliers. The failure to withhold payment for this reason does not give rise to a cause of action on the part of the Subcontractor or supplier.

7) Failure of the Contractor to maintain required insurance or bonds.

The Contracting Officer will notify the Contractor of the reason for withholding payment within ten (10) days of its receipt of the invoice(s).

3) Failure of the work or material to comply with the requirements of the Contract Documents.

4) Warranty Claims and Guarantee Claims.

SUBLETTING OR ASSIGNING OF CONTRACT

The Contractor shall not sublet, transfer, assign or otherwise dispose of the Contract or any portion thereof, or the work provided for therein except for the furnishing of specified materials, or of this right, title or interest therein, to any other contractor without the written consent of the Project Designer and Contracting Officer. No such assignment or subcontract shall relieve the Contractor from his liability under the Contract for the performance and completion of the Work by the time and in the manner agreed upon.

The provisions of the Contract as to performance by the Contractor shall apply to any subcontractor, his officers, agents or employees of the subcontractor, in all respects as if they were employees of the Contractor and the work and materials were furnished by the Contractor.

PROTECTION OF EXISTING UTILITIES

The Contractor with the assistance of the Construction Manager, shall identify and mark the location of existing utilities required to remain in place, including those overhead or underground, and take all necessary precautions to prevent injury or damage during the performance of the Contract and shall be responsible for any and all damages thereto. Any damage shall be promptly restored to the previous condition and function using new materials, at no additional cost to the Facility.

ENVIRONMENTAL PROTECTION

The Contractor shall provide for the prevention, control and abatement of land, water and air pollution during construction in accordance with P.L. Act No. 247 dated October 26, 1972, which shall include but is not limited to:

1) Eliminate burning of all refuse.

2) Remove all refuse from site of work for disposal in accordance with rules and regulations of the authority having jurisdiction over the disposal area.

3) Provide for filtration of all contaminated water discharging directly into a stream.

Any asbestos or lead paint that must be cut, removed or patched during the execution of this Contract must be done in manner to comply with the specifications.

PRECAUTIONS

The Contractor shall take all precautions to remove all his tools and/or equipment from the site each day upon completion of his work. He shall inventory all his tools and equipment periodically. He shall report all missing tools or equipment to the Construction Manager immediately. The Construction Manager or the Facility shall not be responsible for any loss of the Contractor's tools or equipment.

STANDARD CONTRACT TERMS AND CONDITIONS FOR SERVICES

1. TERM OF CONTRACT

The term of the Contract shall commence on the Effective Date (as defined below) and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract. The Effective Date shall be fixed by the Contracting Officer after the Contract has been fully executed by the Contractor and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The Contract shall not be a legally binding contract until after the Effective Date is affixed and the fully-executed Contract has been sent to the Contractor. The Contracting Officer shall issue a written Notice to Proceed to the Contractor directing the Contractor to start performance on a date which is on or after the Effective Date. The Contractor shall not start the performance of any work prior to the date set forth in the Notice to Proceed and the Commonwealth shall not be liable to pay the Contractor for any service or work performed or expenses incurred before the date set forth in the Notice to Proceed. No agency employee has the authority to verbally direct the commencement of any work under this Contract. The Commonwealth reserves the right, upon notice to the Contractor, to extend the term of the Contract for up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in Contract coverage and only for the time necessary, up to three (3) months, to enter into a new contract.

2. INDEPENDENT CONTRACTOR

In performing the services required by the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth.

3. COMPLIANCE WITH LAW

The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Contract.

4. ENVIRONMENTAL PROVISIONS

In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

5. POST-CONSUMER RECYCLED CONTENT

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 in Exhibits A-I through A-8 to these Standard Contract Terms and Conditions.

6. COMPENSATION/EXPENSES

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.

7. INVOICES

Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Contractor shall send an ***invoice itemized by line item*** to the address referenced on the purchase order promptly after services are satisfactorily completed. The invoice should include only amounts due under the Contract/purchase order. The purchase order number must be included on all invoices. In addition, the Commonwealth shall have the right to require the Contractor to prepare and submit a "Work In Progress" sheet that contains, at a minimum, the tasks performed, number of hours, hourly rate, and the purchase order or task order to which it refers.

8. PAYMENT

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 "Provide Service and Bill To" address if a date on which payment is due is

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.

12. OWNERSHIP RIGHTS

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.

13. ASSIGNMENT OF ANTITRUST CLAIMS

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.

14. HOLD HARMLESS PROVISION

The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract and shall, at the request of the Commonwealth, defend any and all actions brought against the Commonwealth based upon any such claims or demands.

15. AUDIT PROVISIONS

The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents and records of the Contractor to the extent that the books, documents and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract. The Contractor shall preserve books, documents, and records that relate to costs or pricing data for the Contract for a period of three (3) years from date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

16. DEFAULT

a. The Commonwealth may, subject to the provisions of Paragraph 17, Force Majeure, 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 Paragraph 18, Termination Provisions) the whole or any part of this Contract for any of the following reasons:

1) Failure to begin work within the time specified in the Contract or as otherwise specified;
2) Failure to perform the work with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the Contract terms;
3) Unsatisfactory performance of the work;
4) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
5) Discontinuance of work without approval;
6) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
7) Insolvency or bankruptcy;
8) Assignment made for the benefit of creditors;
9) 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;
10) Failure to protect, to repair, or to make good any damage or injury to property; or
11) Breach of any provision of this Contract.

b. In the event that the Commonwealth terminates this Contract 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, services similar or identical to those so terminated,

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. 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 this 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 for any appropriations available for that purpose

c. **TERMINATION FOR CAUSE:** The Commonwealth shall have the right to terminate the Contract for Contractor default under Paragraph 16, Default, upon written notice to the Contractor. The Commonwealth shall also have the right, upon written notice to the Contractor, to terminate the Contract for other cause as specified in this Contract or by law. If it is later determined that the Commonwealth erred in terminating the Contract for cause, then, at the Commonwealth's discretion, the Contract shall be deemed to have been terminated for convenience under the Subparagraph 18.a.

19. **CONTRACT CONTROVERSIES**

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.

b. 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.

20. **ASSIGNABILITY AND SUBCONTRACTING**

a. Subject to the terms and conditions of this Paragraph 20, 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

applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting with the Commonwealth.

b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.

c. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the *Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.*; the *State Adverse Interest Act, 71 P.S. §776.1 et seq.*; and the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.*, or to breach any other state or federal law or regulation.

d. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.

e. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.* or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.

f. Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Commonwealth official or employee.

g. Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.

h. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.

i. Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract without the prior written approval of the Commonwealth, except as required by the *Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104*, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the Commonwealth or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:

1) Approved in writing by the Commonwealth prior to its disclosure; or

2) Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or

3) Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or

4) Necessary for purposes of Contractor's internal assessment and review; or

5) Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or

6) Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain: or

7) Otherwise required by law.

j. Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:

must be reported.

m. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or Commonwealth Inspector General in writing.

n. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.

o. Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or concern this contract.

p. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

q. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph.

1) "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through a act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.
2) "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.
3) "Contractor" means the individual or entity that has entered into this contract with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.
4) "Financial interest" means:
   (a) Ownership of more than a five percent interest in any business; or
   (b) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
5) "Gratuity" means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor's Code of Conduct, Executive Order 1980-18*, the *4 Pa. Code §7.153(b)*, shall apply.
6) "Immediate family" means a spouse and any unemancipated child.
7) "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.
8) "Political contribution" means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action

25. HAZARDOUS SUBSTANCES

The Contractor shall provide information to the Commonwealth about the identity and hazards of hazardous substances supplied or used by the Contractor in the performance of the Contract. The Contractor must comply with Act 159 of October 5, 1984, known as the "Worker and Community Right to Know Act" (the "Act") and the regulations promulgated pursuant thereto at 4 Pa. Code Section 301.1 et seq.

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

1) Hazardous substances:

a) The chemical name or common name,

b) A hazard warning, and

c) The name, address, and telephone number of the manufacturer.

2) Hazardous mixtures:

a) The common name, but if none exists, then the trade name,

b) The chemical or common name of special hazardous substances comprising .01% or more of the mixture,

c) The chemical or common name of hazardous substances consisting 1.0% or more of the mixture,

d) A hazard warning, and

e) The name, address, and telephone number of the manufacturer.

3) Single chemicals:

a) The chemical name or the common name,A hazard warning, if appropriate, and

b) The name, address, and telephone number of the manufacturer.

4) Chemical Mixtures:

a) The common name, but if none exists, then the trade name,

b) A hazard warning, if appropriate,

c) The name, address, and telephone number of the manufacturer, and

d) The chemical name or common name of either the top five substances by volume or those substances consisting of 5.0% or more of the mixture.

A common name or trade name may be used only if the use of the name more easily or readily identifies the true nature of the hazardous substance, hazardous mixture, single chemical, or mixture involved.

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

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

the change order, unless the change order 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 under any change order shall be handled through Paragraph 19, "Contract Controversies".

For purposes of this Contract, "change order" is defined as a written order signed by the Contracting Officer directing the Contractor to make changes authorized under this clause.

30. 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

EXHIBIT A-1
CONSTRUCTION PRODUCTS
RECYCLED CONTENT

(A) **REQUIREMENT**

All construction products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Construction Products	Material	% of Post-Consumer Materials	% of Total Recovered Materials
Structural Fiberboard	Recovered Materials	-	80
Laminated Paperboard	Post-consumer Paper	100	-
Rock Wool Insulation	Slag	-	75
Fiberglass Insulation	Glass Cullet	-	20
Cellulose Insulation (loose-fill and spray-on)	Post-consumer Paper	75	-
Perlite Composite Board Insulation	Post-consumer Paper	23	-
Plastic Rigid Foam, Polyisocyanurate/ Polyurethane: Rigid Foam Insulation	Recovered Material	-	9
Foam-in-Place Insulation	Recovered Material	-	5
Glass Fiber Reinforced Insulation	Recovered Material	-	6
Phenolic Rigid Foam Insulation	Recovered Material	-	5
Floor Tiles (heavy duty/commercial use)	Rubber Plastic	90 -	- 90
Patio Blocks	Rubber or Rubber Blends Plastic or Plastic Blends	90 -	- 90
Polyester Carpet Fiber Face	Polyethylene terephthalate (PET) resin	25	-
Latex Paint: --Consolidated[1] --Reprocessed[2] -----White, Off-White, Pastel Colors -----Grey; Brown, Earthtones, and Other Dark Colors	 Recovered Material Recovered Material Recovered Material	 100 20 50	 - - -
Shower and Restroom Dividers/Partitions:	Plastic Steel[4]	20 16 67	- 9 33
Carpet Cushion: --Bonded Polyurethane --Jute --Synthetic Fibers --Rubber	 Old Carpet Cushion Burlap Carpet Fabrication Scrap Tire Rubber	 15 40 - 60	 - - 100 -
Railroad Grade Crossing Surfaces --Concrete --Rubber[3] --Steel[4]	 Coal Fly Ash Tire Rubber Steel	 - - 16 67	 15 85 9 33

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed it life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

[1] Consolidated latex paint used for covering graffiti, where color and consistency of performance are not primary concerns.
[2] Reprocessed latex paint used for interior and exterior architectural applications such as wallboard, ceiling, and trim; gutterboards; and concrete, stucco, masonry, wood, and metal surfaces.

[3] The recommended recovered materials content for rubber railroad grade crossing surfaces are based on the weight of the raw materials, exclusive of any additives such as binders or additives
[4] The recommended recovered materials content levels for steel in this table reflect the fact that the designated items can be made from steel manufactured from either a Basic Oxygen Furnace (BOF) or an Electric Arc Furnace (EAF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel. Steel from the EAF process contains a total of 100% recovered steel, of which 67% is post-consumer.

EXHIBIT A-2
VEHICULAR PRODUCTS
RECYCLED CONTENT

(A) REQUIREMENT

All vehicular products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Vehicular Product	Requirements
Re-Refined Oil	25% re-refined oil base stock for engine lubricating oils, hydraulic fluids, and gear oils.

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

"Re-refined oil" is oil that is manufactured with a minimum of twenty-five percent basestock made from used oil that has been recovered and processed to make it reusable as oil. Once the oil has been refined, no difference can be detected between re-refined and virgin oil.

(B) BIDDER'S CERTIFICATION

Bidder certifies that the vehicular product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) MANUFACTURER/MILL CERTIFICATION

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE REFERENCED ITEM.**

(D) ENFORCEMENT

Awarded bidders may be required, after delivery of the vehicular product(s), to provide the Commonwealth with documentary evidence that the vehicular product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

	identification and tabulating cards	
Newsprint		
Newsprint	Groundwood paper used in newspapers	20
Commercial Sanitary Tissue Products		
Bathroom tissue	Used in rolls or sheets	20
Paper towels	Used in rolls or sheets	40
Paper napkins	Used in food service applications	30
Facial tissue	Used for personal care	10
General-purpose industrial wipers	Used in cleaning and wiping applications	40
Paperboard and Packaging Products		
Corrugated containers (<300 psi) (300 psi)	Used for packaging and shipping a variety of goods	 25 25
Solid fiber boxes	Used for specialized packaging needs such as dynamite packaging and army ration boxes	40
Folding cartons	Used to package a wide variety of foods, household products, cosmetics, pharmaceuticals, detergent, and hardware	40
Industrial paperboard	Used to create tubes, cores, cans and drums	45
Miscellaneous	Includes "chipboard" pad backings, book covers, covered binders, mailing tubes, game boards, and puzzles	75
Padded mailers	Made from kraft paper that is usually brown but can be bleached white	5
Carrierboard	A type of folding carton designed for multipack beverage cartons	10
Brown papers	Used for bags and wrapping paper	5
Miscellaneous Paper Products		
Tray liners	Used to line food service trays. Often contain printed information.	50

"Post-consumer" content is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed it life as a consumer item. Post-consumer content is part of the broader category of recovered material."

The Commonwealth of Pennsylvania recognizes that paper products are universally made with scrap material recovered from the manufacturing process; use of such materials is a standard practice, both efficient and economical for the paper maker; therefore, bidders of paper products need not certify that their products are made with "pre-consumer," "recovered," or "secondary" paper fiber.

EXHIBIT A-4
LANDSCAPING PRODUCTS
RECYCLED CONTENT

(A) REQUIREMENT

All landscaping products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth must contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Landscaping Products	Recovered Material Content
Hydraulic Mulch: ------Paper ------Wood/Paper	 100% (post-consumer) 100% (total)
Compost Made From Yard Trimmings and/or Food Waste	Purchase or use compost made from yard trimmings, leaves, grass clippings and/or food wastes for applications such as landscaping, seeding of grass or other plants, as nutritious mulch under trees and shrubs, and in erosion control and soil reclamation. DGS further recommends implementing a composting system for these materials when agencies have an adequate volume and sufficient space.
Garden Hose: ------Rubber and/or Plastic Soaker Hose: ------Rubber and/or Plastic	 60% (post-consumer) 60% (post-consumer)
Lawn and Garden Edging: ------Rubber and/or Plastic	 30% (post-consumer)/30-100% (total)
Landscaping Timber and Posts: ------HDPE ------Mixed Plastics/Sawdust ------HDPE/Fiberglass ------Other mixed Resins	 25% (post-consumer) + 50% (recovered) 50% (post-consumer) + 50% (recovered) 75% (post-consumer) + 20% (recovered) 50% (post-consumer) + 45% (recovered)

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed it life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

(B) BIDDER'S CERTIFICATION

Bidder certifies that the landscaping product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) MANUFACTURER/MILL CERTIFICATION

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) ENFORCEMENT

Awarded bidders may be required, after delivery of the landscaping product(s), to provide the Commonwealth with documentary evidence that the landscaping product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

(B) BIDDER'S CERTIFICATION

Bidder certifies that the miscellaneous product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) MANUFACTURER/MILL CERTIFICATION

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) ENFORCEMENT

Awarded bidders may be required, after delivery of the miscellaneous product(s), to provide the Commonwealth with documentary evidence that the miscellaneous product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

(B) BIDDER'S CERTIFICATION

Bidder certifies that the nonpaper office products which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) MANUFACTURER/MILL CERTIFICATION

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) ENFORCEMENT

Awarded bidders may be required, after delivery of the paper, to provide the Commonwealth with documentary evidence that the nonpaper office product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

EXHIBIT A-8
TRANSPORTATION PRODUCTS
RECYCLED CONTENT

(A) REQUIREMENT

All transportation products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth must contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Transportation Products	Recovered Material Content[1]
Traffic Cones:	
-----Plastic (PVC and LDPE)	50% (recovered)
-----Crumb Rubber	50% (recovered)
Traffic Barricades (type I and II only):	
-----Plastic (HDPE, LDPE, PET)	80% (post-consumer) + 20% (recovered)
-----Steel[2]	16% (post-consumer) + 9% (recovered)
	67% (post-consumer) + 33% (recovered)
-----Fiberglass	100% (recovered)
Parking Stops:	
-----Plastic and/or Rubber	100% (recovered)
-----Concrete Containing Coal Fly Ash	20% (recovered)
	15% when used as a partial cement replacement as an admixture in concrete.
-----Concrete Containing Ground Granulated Blast Furnace Slag	25% (recovered)
Traffic Control Devices:	
-----Channelizers:	
---------Plastic	25% (post-consumer)
---------Rubber (base only)	100% (post-consumer)
------Delineators:	
---------Plastic	25% (post-consumer)
---------Rubber (base only)	100% (post-consumer)
---------Steel (base only)[2]	16% (post-consumer) + 9% (recovered)
	67% (post-consumer) + 33% (recovered)
-----Flexible Delineators	25% (post-consumer)

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed it life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

(B) BIDDER'S CERTIFICATION

Bidder certifies that the transportation product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) MANUFACTURER/MILL CERTIFICATION

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) ENFORCEMENT

Awarded bidders may be required, after delivery of the transportation product(s), to provide the Commonwealth with documentary evidence that the transportation product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

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[1] Content levels are based on the dry weight of the raw materials, exclusive of any additives such as adhesives, binders, or coloring agents.

[2] The recommended recovered materials content levels for steel in this table reflect the fact that the designated items can be made from steel manufactured from either a Basic Oxygen Furnace (BOF) or an Electric Arc Furnace (EAF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel. Steel from the EAF process contains a total of 100% recovered steel, of which 67% is post-consumer.

Article 9: DPW CONSTRUCTION ADDENDUM

CONTRACT SECURITY

For construction contracts between $25,000 and $100,000, Section 903 of the Commonwealth Procurement Code **requires** at least 50% performance security. Chapter 37 of the DGS Procurement Handbooks sets forth DGS policy. The amount of the performance security cannot be reduced except for small and disadvantaged businesses.

The Department of Public Welfare will award the contract to the lowest responsive and responsible bidder. Within ten (10) days of notification of award the bidder shall furnish the specified contract security or surety, as stipulated to follow:

a. Contracts between $25,000 and $100,000 shall be bonded for 50% of the awarded amount for performance only. Bid Bonds are not required. The bidder's performance security may be in the form of a certified check, cashiers check, certificate of deposit, an irrevocable letter of credit, or a performance bond issued by a surety authorized to do business in Pennsylvania. Security or bond shall remain in effect for a period of one year from the date of final acceptance of all work performed.

b. For contracts over $100,000, the Department will require two security bonds executed by a surety company authorized to do business in the Commonwealth and made payable to the Department as follows:

   Bid Bonds are not required.

   A performance bond in an amount equal to 100% of the contract price and conditioned upon the faithful performance of the contract.

   A payment bond in an amount equal to 100% of the contract price and conditioned upon the prompt payment for all materials furnished or labor supplied or performed in the performance of the contract.

c. All bids or contract over $25,000 must include Labor and Industry Wage Rates (see Section 9, Page 32). If a project is awarded under $25,000 and is later amended by a Change Order to include additional value so that the contract exceeds the $25,000 limit, then prevailing wages shall be included in the amendments or change orders to include the entire contract amount.

INSURANCE

1. The Contractor shall accept full responsibility for the payment of premiums for Workers' Compensation, Unemployment Compensation, Social Security and all income tax deductions required by law for its employees who are performing services under this contract. Contractor shall provide insurance Policy Number and Provider Name or a copy of the policy with all renewals for the entire contract period.

When work is called for in the specifications, and not shown on the drawings, or is shown on the drawings but not covered in the specifications, such work shall be executed and furnished by the Contractor as though described in both. The Contractor agrees to perform such work and furnish such materials as if same were fully specified.

Figure dimensions shall govern in case of any discrepancy between scale and figures. In no case shall the Contractor measure by scaling the drawings. Where the work is indicated on the drawings or by half of the side or portion thereof, or has indications of continuation, the remainder being shown in outline, the drawn out work shall be understood as applying also to the other portions of the structure. Materials, finishes, and systems, where indicated on the drawings in certain cases by showing the starting of the detail, shall be considered as being repeated or continued throughout all the rooms or areas in which they occur in the Project.

FAMILIARITY WITH PROPOSED WORK

It is the responsibility of the Contractor, by careful personal examination, to satisfy himself as to the nature and location of Work, the character, quantity and quality of the materials that will be required. By careful examination of the Contract, the drawings, specifications, and all other documents and data pertaining to the project and being in accord therewith, the Contractor shall predetermine the nature of the work, and general and local conditions and all other matters that in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent, or employee of the Department of Public Welfare or Facility, either before or after execution of this contract, shall affect or modify any of the terms or obligations herein contained. Failure to become familiar with the Contract requirements or to comply with any or all of the requirements of this paragraph shall not be permitted as a basis for any claims made by the Contractor, and he assumes all responsibility for the faithful performance of the provision of the Contract.

OTHER CONTRACTS

The Commonwealth reserves the right to award other contracts or to do concurrent work with Facility staff in connection with this project. This Contractor shall afford other contractors or employees of the Commonwealth reasonable opportunity for the introduction and storage of their materials and for the execution of their work. He shall coordinate his work with them and make such accommodations thereto as may be required.

ROYALTIES AND PATENTS

The Contractor shall pay all royalties and patent or license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the Department harmless from loss on account thereof.

ADVERTISING

No advertising is permitted on any of the work area or adjacent area, except on the Contractor's vehicles and workmen, or as required by law or regulations governing the work area.

TRADE PRACTICES ACT OF JULY 23, 1968, P.L. 686 (71 P.S. SECTION 773.101 ET SEQ)

The Contractor cannot and shall not use or permit to be used in the work any aluminum or steel products made in a foreign country that is listed below as a foreign country that discriminates against aluminum or steel products manufactured in Pennsylvania. The countries of Brazil, South Korea, Spain, and Argentina have been found to discriminate against certain products manufactured in Pennsylvania. Therefore, the purchase or use of those countries' products, as listed below, is not permitted.

- BRAZIL: welded carbon steel pipes and tubes; carbon steel wire rod; tool steel; certain stainless steel products including hot-rolled stainless steel bar; stainless steel wire rod and cold-formed stainless steel bar; pre-stressed concrete steel wire strand; hot-rolled carbon steel plate in coil; hot-rolled carbon steel sheet; and cold-rolled carbon steel sheet.

- SPAIN: certain stainless steel products including stainless steel rod, hot-rolled stainless steel bars, and cold-formed stainless steel bars; pre-stressed concrete steel wire strand; and certain steel products including hot-rolled steel plate, cold-rolled carbon steel plate, carbon steel structural shapes, galvanized carbon steel sheet, hot-rolled carbon steel bars, and cold-formed carbon steel bars.

- SOUTH KOREA: welded carbon steel pipes and tubes; hot-rolled carbon steel plate; hot-rolled carbon steel sheet; and galvanized steel sheet.

- ARGENTINA: carbon steel wire rod and cold-rolled carbon steel sheet.

Penalties for violation of this paragraph may be found in the Trade Practices Act, which penalties include becoming ineligible for public works contracts for a period of three (3) years.

NOTE: This provision in no way relieves the contractor of responsibility to comply with those provisions of this invitation to bid which prohibit the use of foreign-made steel and cast iron products.

PAYMENTS TO CONTRACTORS

Invoices shall be submitted in triplicate and contain the following information:

Project Number
Funds Commitment Number
Vendor ID Number
Dates of Service
Milestone or Project Completed

Contractor will be reimbursed only for services/materials actually accepted by the Department.

5. Contractor shall maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection, preservation and insurance of Department Property so as to assure its full availability and usefulness.

6. Department property shall, unless otherwise approved in writing by the Department, be used only for the performance of this contract.

7. In the event that the Contractor is indemnified, reimbursed or otherwise compensated for any loss, destruction or damage to Department Property, it shall use the proceeds to replace, repair or renovate the property involved, or shall credit such proceeds against the cost of the work covered by the contract, or shall reimburse the Department, at the Department's direction.

DISASTERS

If, during the terms of this contract, the Commonwealth's premises are so damaged by flood, fire or other Acts of God as to render them unfit for use; then the Department shall be under no liability or obligation to the contractor hereunder during the period of time there is no need for the services provided by the contractor except to render compensation which the contractor was entitled to under this agreement prior to such damage.

SUSPENSION OR DEBARMENT

In the event of suspension or debarment, 4 Pa Code Chapter 60.1 through 60.7, as it may be amended, shall apply.

COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee (excepting 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 Department shall have the right to annul this contract without liability or, in its discretion, to deduct from the consideration otherwise due under the contract, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

CONTRACTOR'S CONFLICT OF INTEREST

The Contractor hereby assures that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further assures that in the performance of this contract, it will not knowingly employ any person having such interest. Contractor hereby certifies that no member of the Board of the Contractor or any of its officers or directors has such an adverse interest.

For the purpose of this paragraph, the applicant shall submit a full set of fingerprints to the State Police, which shall forward them to the Federal Bureau of Investigation for a national criminal history check. The information obtained from the criminal record check shall be used by the Department to determine the applicant's eligibility. The Department shall insure confidentially of the information.

3. The Pennsylvania State Police may charge the applicant a fee of not more than $10 to conduct the criminal record check required under subsection 1. The State Police may charge a fee of not more than the established charge by the Federal Bureau of Investigation for the criminal history record check required under subsection 2.

The Contractor shall apply for clearance using the State Police Background Check (SP4164) at their own expense. The forms are available from any State Police Substation. When the State Police Criminal History Background Report is received, it must be forwarded to the Department. State Police Criminal History Background Reports not received within sixty (60) days may result in cancellation of the contract.

MBE/WBE CONTACT/SOLICITATION AND COMMITMENT STATEMENT ($50,000 or more)

The Commonwealth of Pennsylvania is strongly committed to assisting minority (MBE) and women-owned (WBE) business enterprises in their efforts to compete for State government contracting and subcontracting opportunities. Executive Order 1987-18 established the Office of Minority and Women Business Enterprise in the Department of General Services to aggressively pursue contracting and subcontracting opportunities for MBEs and WBEs and to develop an appropriate and credible program for MBE and WBE certification.

MBE/WBE Contact/Solicitation and Commitment Statement, STD168, (attached) was established to evaluate the level of participation with MBE's and WBE's as contractors, subcontractors, and suppliers and must be completed for bids of $50,000 or more or bid will not be accepted.

RECIPROCAL LIMITATIONS ACT REQUIREMENT

The Reciprocal Limitations Act requires the Department of General Services 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 and to give preference to bidders who reside in Pennsylvania.

The Reciprocal Limitations Act form (attached) must be completed for bids over $10,000 or the bid will be rejected.

AUDIT CLAUSE

(Applicable to contracts $100,000 or more)

This contract is subject to audit in accordance with the Audit Clause attached hereto and incorporated herein.