



Purchase Order

The PA State System of Higher Education is an entity of the Commonwealth of Pennsylvania and as such is tax exempt and in most circumstances not liable for late charges.

Ship To:
See Below

Order No: **4500341487**
 Order Date: 10/28/2011
 Delivery Date: 11/02/2011
 Internal No: NB 10357713

FOB Destination

Contact: Thomas Anderson
 Phone:
 Fax:

Vendor No.: **1083315**

K.J. JOHNSTON LTD
 12 WESTERN AVE
 PITTSBURGH, PA 15202

Bill To:
 Edinboro University of Pennsylvania
 Accounts Payable, 216 McNERNEY Hall
 300 Scotland Road
 Edinboro, PA 16444

Payment Terms: Within 30 days Due net
Show the Order Number above on all invoices.

Item	Description	Quantity	Price	Total
1	<p>Dome Canopy Phase II</p> <p>Dome Equipment Canopies</p> <p>General Construction Job Order issued against Department of General Services Job Order Contract DGS No. 2008-001-JOC-WRN. The Contractor, for and in considerations of the Job Order and the terms of Contract 2008-001-JOC-WRN, agrees to furnish all qualified personnel, facilities, materials and or other services and perform the scope of work described herein. Compensation shall be according to the unit pricing terms of the Job Order Contract and the Contractor's cost proposal dated October 27, 2011, in an amount not to exceed \$329,862.58.</p> <p>All terms, requirements, conditions and considerations of the Standard Form of Agreement for the Job Order Contract, previously executed between the Department of General Services and K.J. Johnston, Ltd. on the 22nd day of December, 2008, are hereby referenced and made a part hereof as if attached.</p> <p>Scope of Work: Construct equipment canopies to protect exterior mechanical equipment at the Zafirovski Dome, Edinboro University of Pennsylvania according to plans and specifications prepared by Urban Engineers of Erie, Inc., Drawings S001, S101, S102, S201, S501 and S502. Work must be completed within 60 calendar days of the Purchase Order date. Up to 14 additional calendar days are allowed in the event that weather conditions delay progress of work. The Contractor is expected to prosecute the work diligently.</p> <p>Any delay attributed to lack of coordination or cooperation by or between the Prime Contractor and/or their subcontractors will not be recognized by the University as the basis for any claim or increase in the</p>	1 AU	\$ 329,862.58	\$ 329,862.58
CONTD...			TOTAL	*****



**EDINBORO
UNIVERSITY**

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	<p>contract completion schedule or date.</p> <p>All provisions of the Prevailing Wage Act, 43 P.S. 165-1 ET Seq., shall apply. A Prevailing Wage Determination issued by the Department of Labor and Industry applicable to this project is attached hereto.</p> <p>All work on site at the Zafirovski Dome shall be coordinated through the Edinboro University Construction Office (814) 732-2566. Points of contact are Mr. Appi Alla and Mr. Lyle Sansoucie.</p> <p>Contract Bond: The Contractor shall provide a Contract Bond covering Payment and Performance in the amount of 100% of the Job Order amount not later than 10 calendar days after receipt of the Job Order. The Contract Bond shall be in the standard PASSHE Rider F format, a copy of which is attached with a letter of instructions.</p> <p>Insurance: The Contractor shall furnish Certificates of Insurance in accordance with the provisions of Contract DGS 2008-001-JOC-WRN.</p>			
			TOTAL	\$329,862.58

Authorized Signature : _____

Date : _____

VENDOR READ CAREFULLY

This order is acceptable only at prices stated. Goods herein ordered shall comply with all Federal and State laws. No charges allowed for packing, reels, packages or cartage unless specified on this order. Shipment must be made by date specified. Materials will be received subject to inspection and if found defective or not in accordance with specifications will be returned at your expense. Quantities ordered must not be exceeded unless authority for small deviations is specified in this order. Truck deliveries will only be accepted during working hours. No tax shall be included in the bid price.

See Below is an instrumentality of the Commonwealth and is exempt from all excise taxes.

See Below is exempt from provisions of Fair Trade laws and the Pennsylvania Sales Tax. The Sales and Use Tax Regulations provide that exemption certificates are not required for sales made to government entities. Exemption certificates will not be issued.

Transportation charges must be prepaid except when noted. Receipted prepaid carrier bills shall be submitted with invoice.

Send itemized invoices in TRIPLICATE as directed on order promptly upon shipment. Don't include in one invoice items on more than one purchase order. (Consider as one purchase order a consecutive series of purchase order forms bearing a single total.)

Show University purchase order number on all invoices, packages, delivery slips and correspondence. (Show number of first purchase order of a consecutive series of purchase order forms bearing a single total.) The name of shipper and car initials and number, if any, shall also be identified on all shipments.

All questions concerning the commodities on this order should be directed to the Purchasing office. Any correspondence concerning invoices or the payment of bills should be directed to the "Bill To." address.

ASSIGNMENT OF ANTITRUST CLAIMS

Vendor and See Below recognize that in actual economic practice, overcharges by vendor's suppliers resulting from violations of state or federal antitrust laws are in fact borne by See Below. As part of the consideration for the award of this contract, and intending to be legally bound, vendor assigns to See Below all rights, titles and interests in and to any claims vendor now has or may hereafter acquire under state or federal antitrust laws relating to the goods or services which are the subject of this contract.

NONDISCRIMINATION CLAUSE

During the term of this contract, vendor agrees as follows:

Vendor shall not discriminate against any employee, applicant for employment, independent vendor, or any other person because of race, color, religious creed, ancestry, national origin, age, sex, or handicap. Vendor shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to employment upgrading, demotion or transfer, recruitment or recruitment advertising layoff or termination; rates of pay or other forms of compensation and selection for training. Vendor shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, any notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

Vendor shall, in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.

Vendor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by vendor.

It shall be no defense to a finding of noncompliance with this nondiscrimination clause that vendor had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the vendor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factors shall be considered in mitigation in determining appropriate sanctions.

Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that the vendor will be unable to meet its obligations under this nondiscrimination clause, the vendor shall then employ and fill vacancies through other nondiscriminatory employment procedures.

Vendor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of vendor's noncompliance with the nondiscrimination clause of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and vendor may be declared temporarily ineligible for further See Below contracts, and other sanctions may be imposed and remedies invoked.

Vendor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the contracting agency and the Office of Administration, Bureau of Affirmative Action, for purposes of investigation to ascertain compliance with the provisions of this clause. If vendor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Bureau of Affirmative Action.

Vendor shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

Vendor shall include the provisions of this nondiscrimination clause in every subcontract so that such provisions will be binding upon each subcontractor.

Vendor obligations under this clause are limited to the vendor's facilities within Pennsylvania or, where the contract is for the purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

SIGNATURE _____