

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION
ENGINEERING DISTRICT 6
7000 Geerdes Boulevard
King of Prussia, PA 19406-1525
www.dot.state.pa.us

September 26, 2012

Mr. Rick Leitz
Power Cool Inc.
503 Hood Blvd.
Fairless Hills, PA 19030-3002

Subject: Electrical Services for the District 6-0 Office Building (IFB No. 6100023000)

Dear Mr. Leitz:

Enclosed is a fully executed copy of the Purchase Order & Supporting Documents for the Electrical Services for the District 6-0 Office Building (SRM P.O. Document # 4300348301).

Michael Masterson will be contacting you about the details pertaining to this work & invoicing, and can answer any questions pertaining to the work and or invoicing.

Also please submit your, Insurance Certificate, Green Plan Certifications, and Rosters as required prior to the start of work.

If you have any additional questions pertaining to the Purchase documents, please contact Larry McCool at 610-205-6740.

Sincerely,



Lawrence J McCool
Purchaser

Attachments

c.c

James Fogel, District Maintenance Manager /w attachment

Jeffrey Darcas, Fiscal Officer

Michael Masterson, Building Manager /w attachment



FULLY EXECUTED
 Purchase Order No: 4300348301
 Original PO Effective Date: 09/26/2012
 PO Issue Date: 09/26/2012

Your SAP Vendor #: 137456

Please Deliver To:
 District 6-0
 7000 Geerdes Blvd
 King of Prussia PA 19406-1525 US

Supplier Name/Address:
 POWER COOL INC
 503 HOOD BLVD
 FAIRLESS HILLS PA 19030-3002 US

Please Bill To:
 Commonwealth of Pennsylvania - PO Invoice
 PO Box 69180
 Harrisburg, Pennsylvania 17106

Supplier Phone Number: 215-943-5332
 Supplier Fax Number: 215-943-5092

Purchasing Agent
 Name: Lawrence Mccool
 Phone: 610-205-6740
 Fax: 610-205-6980

Purchase Order Description:
 7840601ADE, Electrical Services Dist 6-0

This Purchase Order is comprised of: The above-referenced Solicitation, the Suppliers Bid or Proposal, and any documents attached to this Purchase Order or incorporated by reference.

Suppliers must provide four mandatory elements on PO invoices: PO Number, Invoice Date, Invoice Number, and Invoice Gross Amount. Failure to comply will result in the return of the invoice. Additional optional information such as supplier name, address, remit to information and PO Line Item information will improve invoice processing.

Item	Material/Service Desc	Qty	UOM	Delivery Date	Net Price	Price Unit	Total
1	FY12 # Journeyman Electrician Item Text Regular Business Hours	100.000	Hour	11/01/2012	80.00	1	8,000.00
2	FY12 # Journeyman Electrician Item Text Premium and Emergency Working Hours	8.000	Hour	11/01/2012	120.00	1	960.00
3	FY12 # Master Electrician	48.000	Hour	11/01/2012	100.00	1	4,800.00

Information:

Total Amount:
 SEE LAST PAGE FOR TOTAL OF ALL ITEMS

Currency: USD

Supplier's Signature _____
 Printed Name _____

Title _____
 Date _____



FULLY EXECUTED
Purchase Order No: 4300348301
Original PO Effective Date: 09/26/2012
PO Issue Date: 09/26/2012

Supplier Name:
POWER COOL INC

Item	Material/Service Desc	Qty	UOM	Delivery Date	Net Price	Price Unit	Total
Item Text Regular Business Hours							
4	FY12 # Master Electrician	1.000	Hour	11/01/2012	150.00	1	150.00
Item Text Premium and Emergency Working Hours							
5	FY12 # Lineman # Regular Business Hours	1.000	Hour	11/01/2012	175.00	1	175.00
6	FY12 # Lineman	1.000	Hour	11/01/2012	275.00	1	275.00
Item Text Premium and Emergency Working Hours							
7	FY13 # Journeyman Electrician	50.000	Hour	07/01/2013	80.00	1	4,000.00
Item Text Regular Business Hours							
8	FY13 # Journeyman Electrician	1.000	Hour	07/01/2013	120.00	1	120.00
Item Text Premium and Emergency Working Hours							
9	FY13 # Master Electrician	40.000	Hour	07/01/2013	100.00	1	4,000.00
Item Text Regular Business Hours							
10	FY13 # Master Electrician	1.000	Hour	07/01/2013	150.00	1	150.00

Information:

Total Amount:
SEE LAST PAGE FOR TOTAL OF ALL ITEMS

Currency: USD



FULLY EXECUTED
Purchase Order No: 4300348301
Original PO Effective Date: 09/26/2012
PO Issue Date: 09/26/2012

Supplier Name:
POWER COOL INC

Item	Material/Service Desc	Qty	UOM	Delivery Date	Net Price	Price Unit	Total
Item Text Premium and Emergency Working Hours							
11	FY13 # Lineman # Regular Business Hours	1.000	Hour	07/01/2013	175.00	1	175.00
12	FY13 # Lineman	1.000	Hour	07/01/2013	275.00	1	275.00
Item Text Premium and Emergency Working Hours							
13	FY12 # Miscellaneous Electrical Material	10,000.000	Each	11/01/2012	1.00	1	10,000.00
14	FY13 # Miscellaneous Electrical Material	4,000.000	Each	07/01/2013	1.00	1	4,000.00

General Requirements for all Items:

Information:

Total Amount:
SEE LAST PAGE FOR TOTAL OF ALL
ITEMS

Currency: USD



FULLY EXECUTED
Purchase Order No: 4300348301
Original PO Effective Date: 09/26/2012
PO Issue Date: 09/26/2012

Supplier Name:
POWER COOL INC

Header Text

PENNDOT District 6-0 Montgomery County
All items and quantities are estimated.

The Department reserves the right to increase or decrease the items of work during the duration of the purchase order.

This work is governed by the provisions indicated on all the attachment and Exhibits, Terms and Conditions of the Invitation for Bid (IFB).

ATTACHMENTS AND EXHIBITS:

1. Exhibit A # 2012-06-26 Electrical 6-0 Statement of Work (8 Sheets)
2. Attachment 1 # Location Map (1 Sheet)
3. Attachment 2 # Directions PennDOT Office (2 Sheets)
4. Attachment 3 # (Sample) OS 501 Confirmation of Service Form (1 Sheet)

SERVICE PERIOD:

This Invitation for Bid (IFB) is for a one (1) year service period with one (1) option to renew for a one (1) year period with mutual consent.

OPTION TO EXTEND:

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 services and only for the time necessary up to three (3) months to enter into a new agreement.

Electronic bids will only be accepted (via the portal) for this service.

Miscellaneous Electrical Materials:

The purchase order created from this solicitation will have additional line item for allowances for as Miscellaneous Electrical Materials and Equipment specified under #Miscellaneous Electrical Materials and Equipment #of Exhibit A. Separate allowances totaling \$14,000.00 for Miscellaneous Electrical Materials and Equipment will be allotted for these items. When submitting invoices the vendor will be required to include documentation verifying the cost of work performed under #Miscellaneous Electrical Materials and Equipment#.

Estimated Validity Start Date: 11/01/2012

Estimated Validity End Date: 10/31/2013

IFB #610002300

Solicitation #6500053498

No further information for this PO.

Information:

Total Amount:

37,080.00

Currency: USD



ORIGINAL
QUOT - Invitation For Bid
7840601ADE, Electrical Services Dist 6-0

QUOT Effective Date:

08/06/2012

Bid Number:

6500053498

Issuing Office:

Lawrence Mccool
 Lawrence J McCool
 PENNDOT 6-0
 7000 Geerdes Blvd
 King of Prussia PA 19406-1525 US

Supplier Name/Address:

POWER COOL INC
 503 HOOD BLVD
 FAIRLESS HILLS PA 19030-3002 US
 Telephone # 215-943-5332 Fax # 215-943-5092
 Email: sherri@powercool.net
 Your SAP Vendor Number with us: 137456

Please Return Quotation to:

Lawrence J McCool
 PENNDOT 6-0
 7000 Geerdes Blvd
 King of Prussia PA 19406-1525 US

Type of Security furnished if required:

- Certified bank cashier's check
- Irrevocable letter of credit
- Certificate of deposit
- Other as specified by bid
- Bond - If annual bond:
 What is the name of the principal on the bond?

Return Bid by:

Bid Ending Date:
 09/05/2012

Bid Ending Time:
 11:00:00

Expiration Date of Contract (if applicable)

Delivery Date:
 See Items

Please Deliver To:

District 6-0
 7000 Geerdes Blvd
 King of Prussia PA 19406-1525 US

Procurement Contact:

Buyer: Lawrence Mccool
 Phone: 610-205-6740
 Fax: 610-205-6980

This Invitation For Bids is comprised of: Part I, General Information; Part II, Bid Requirements; Part III, Criteria For Selection; Part IV, IFB Specifications; Part V, Contract Clauses; any documents attached to this Invitation For Bids or incorporated by reference; and any addenda issued by the Issuing Office prior to Bid Opening.

Supplier's Signature _____ Title _____
 Printed Name _____ Date _____

The Bidder has completed and submitted this Bid in accordance with the instructions and requirements and terms and conditions of the Invitation For Bid. The Bidder has attached documents that are required to be submitted with this Bid and those attachments are incorporated by reference and made a part of this Bid. The Bidder, intending to be legally bound hereby, offers and agrees, if this Bid is accepted, to provide the awarded items at the price(s) set forth in this Bid at the time(s) and place(s) specified.

Item	Material/Service Desc	Qty	UOM	Unit Price	Per	Total Line Item Price
1	FY12 – Journeyman Electrician Item Text Regular Business Hours	100.000	Hour	80.00	1	8,000.00
2	FY12 – Journeyman Electrician Item Text Premium and Emergency Working Hours	8.000	Hour	120.00	1	960.00

ALL PRICES ARE F.O.B. DESTINATIONS

List of Items Continued on Following Page



ORIGINAL
QUOT - Invitation For Bid
7840601ADE, Electrical Services Dist 6-0

Page 3 of 7

Supplier Name:
POWER COOL INC

All items and quantities are estimated.

The Department reserves the right to increase or decrease the items of work during the duration of the purchase order.

This work is governed by the provisions indicated on all the attachment and Exhibits, Terms and Conditions of the Invitation for Bid (IFB).

ATTACHMENTS AND EXHIBITS:

1. Exhibit A – 2012-06-26 Electrical 6-0 Statement of Work (8 Sheets)
2. Attachment 1 – Location Map (1 Sheet)
3. Attachment 2 – Directions PennDOT Office (2 Sheets)
4. Attachment 3 – (Sample) OS 501 Confirmation of Service Form (1 Sheet)

SERVICE PERIOD:

This Invitation for Bid (IFB) is for a one (1) year service period with one (1) option to renew for a one (1) year period with mutual consent.

OPTION TO EXTEND:

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 services and only for the time necessary up to three (3) months to enter into a new agreement.

Electronic bids will only be accepted (via the portal) for this service.

Miscellaneous Electrical Materials:

The purchase order created from this solicitation will have additional line item for allowances for as Miscellaneous Electrical Materials and Equipment specified under "Miscellaneous Electrical Materials and Equipment" of Exhibit A. Separate allowances totaling \$14,000.00 for Miscellaneous Electrical Materials and Equipment will be allotted for these items. When submitting invoices the vendor will be required to include documentation verifying the cost of work performed under "Miscellaneous Plant and Tree Materials".

FY 12 is State Fiscal Year 12 from July 1, 2012 to June 30, 2013

FY 13 is State Fiscal Year 13 from July 1, 2013 to June 30, 2014

Estimated Validity Start Date: 11/01/2012

Estimated Validity End Date: 10/31/2013

ATTRIBUTES PAGES TO FOLLOW

Total of Items
on Previous Page



Supplier Name:
POWER COOL INC

*** Attributes Page ***

*** No further information for this bid ***

Mandatory ATTRIB. #001 - 1. HAS THE SUBMITTER READ, AND DOES THE SUBMITTER UNDERSTAND, THE TERMS AND CONDITIONS OF THIS SOLICITATION?

Response: Y

Mandatory ATTRIB. #002 - 2. IS THE OFFER IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS SOLICITATION?

Response: Y

Mandatory ATTRIB. #003 - 3. DO ALL ITEMS OFFERED BY SUBMITTER CONFORM TO THE SPECIFICATIONS OF THIS SOLICITATION?

Response: Y

Mandatory ATTRIB. #004 - 4. WERE THE PRICE(S) AND AMOUNT ARRIVED AT INDEPENDENTLY AND WITHOUT CONSULTATION, COMMUNICATION OR AGREEMENT WITH ANY OTHER CONTRACTOR, SUBMITTER OR POTENTIAL SUBMITTER?

Response: Y

Mandatory ATTRIB. #005 - 5. WERE THE PRICE(S), AMOUNT, APPROXIMATE PRICE(S) OR THE APPROXIMATE AMOUNT DISCLOSED TO ANY FIRM OR PERSON WHO IS A SUBMITTER OR POTENTIAL SUBMITTER?

Response: N

Mandatory ATTRIB. #006 - 6. WAS AN ATTEMPT MADE TO INDUCE ANY FIRM OR PERSON TO REFRAIN FROM RESPONDING TO THE SOLICITATION?

Response: N

Mandatory ATTRIB. #007 - 7. WAS AN ATTEMPT MADE TO INDUCE ANY FIRM OR PERSON TO SUBMIT AN OFFER HIGHER THAN THE SUBMITTER'S OFFER?

Response: N

Mandatory ATTRIB. #008 - 8. WAS AN ATTEMPT MADE TO INDUCE ANY FIRM OR PERSON TO SUBMIT ANY OTHER FORM OF COMPLEMENTARY OFFER?

Response: N

Mandatory ATTRIB. #009 - 9. DID THE SUBMITTER MAKE THE OFFER IN GOOD FAITH?

Response: Y



ORIGINAL
QUOT - Invitation For Bid
7840601ADE, Electrical Services Dist 6-0

Page 5 of 7

Supplier Name:
POWER COOL INC

***** Attributes Page *****

Mandatory ATTRIB. #010 - 10. IS A GOVERNMENTAL AGENCY INVESTIGATING THE SUBMITTER, ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS OR EMPLOYEES? IF YES, PROVIDE EXPLANATION IN COMMENT FIELD OR AS AN ATTACHMENT.

Response: N

Mandatory ATTRIB. #011 - 11. IN THE LAST 4 YEARS, WAS THE SUBMITTER OR ITS EMPLOYEES FOUND LIABLE FOR CONSPIRACY OR COLLUSION RELATED TO ANY PUBLIC CONTRACT? IF YES, PROVIDE EXPLANATION IN COMMENT FIELD OR AS AN ATTACHMENT.

Response: N

Mandatory ATTRIB. #012 - 12. IN THE LAST 4 YEARS, WAS THE SUBMITTER'S AFFILIATES OR SUBSIDIARIES FOUND LIABLE FOR CONSPIRACY RELATED TO ANY PUBLIC CONTRACT? IF YES, PROVIDE EXPLANATION IN COMMENT FIELD OR AS AN ATTACHMENT.

Response: N

Mandatory ATTRIB. #013 - 13. IN THE LAST 4 YEARS, WAS THE SUBMITTER'S AFFILIATES OR SUBSIDIARIES FOUND LIABLE FOR COLLUSION RELATED TO ANY PUBLIC CONTRACT? IF YES, PROVIDE EXPLANATION IN COMMENT FIELD OR AS AN ATTACHMENT.

Response: N

Mandatory ATTRIB. #014 - 14. IN THE LAST 4 YEARS, WAS THE SUBMITTER'S OFFICERS OR DIRECTORS FOUND LIABLE FOR CONSPIRACY RELATED TO ANY PUBLIC CONTRACT? IF YES, PROVIDE EXPLANATION IN COMMENT FIELD OR AS AN ATTACHMENT.

Response: N

Mandatory ATTRIB. #015 - 15. IN THE LAST 4 YEARS, WAS THE SUBMITTER'S OFFICERS OR DIRECTORS FOUND LIABLE FOR COLLUSION RELATED TO ANY PUBLIC CONTRACT? IF YES, PROVIDE EXPLANATION IN COMMENT FIELD OR AS AN ATTACHMENT.

Response: N

Mandatory ATTRIB. #016 - 16. DID SUBMITTER VIOLATE ANY OF THE CONTRACTOR INTEGRITY PROVISIONS IN CONNECTION WITH THE SUBMISSION OF ITS OFFER OR ANY CONTRACT NEGOTIATIONS?

Response: N

Mandatory ATTRIB. #017 - 17. IN THE LAST 4 YEARS, HAS SUBMITTER'S OFFICERS, DIRECTORS, ASSOCIATES, PARTNERS, OR INDIVIDUAL OWNERS BEEN CHARGED WITH, OR CONVICTED OF, ANY MISDEMEANOR OR FELONY? IF YES, PROVIDE INFORMATION IN THE COMMENT FIELD OR AS AN ATTACHMENT.

Response: N



Supplier Name:
POWER COOL INC

*** Attributes Page ***

Mandatory ATTRIB. #018 - 18. IS THE SUBMITTER CURRENTLY UNDER SUSPENSION BY THE FEDERAL GOVERNMENT OR ANY STATE OR LOCAL GOVERNMENT? IF YES, PROVIDE EXPLANATION IN COMMENT FIELD OR AS AN ATTACHMENT.

Response: N

Mandatory ATTRIB. #019 - 19. IS THE SUBMITTER CURRENTLY DEBARRED BY THE FEDERAL GOVERNMENT OR ANY STATE OR LOCAL GOVERNMENT? IF YES, PROVIDE EXPLANATION IN COMMENT FIELD OR AS AN ATTACHMENT.

Response: N

Mandatory ATTRIB. #020 - 20. DO OFFERED ITEMS MEET EPA-ESTABLISHED MINIMUM PERCENTAGE LEVELS FOR TOTAL RECYCLED CONTENT AND POST-CONSUMER RECYCLED CONTENT? IF NO, PROVIDE EXPLANATION IN COMMENT FIELD OR AS AN ATTACHMENT.

Response: Y

Mandatory ATTRIB. #021 - 21. DOES THE SUBMITTER HAVE ANY DELINQUENT OBLIGATIONS TO THE COMMONWEALTH NOT BEING CONTESTED ON APPEAL? IF YES, PROVIDE EXPLANATION IN COMMENT FIELD OR AS AN ATTACHMENT.

Response: N

Mandatory ATTRIB. #022 - 22. DOES THE SUBMITTER UNDERSTAND THAT ALL INFORMATION SUBMITTED AND REPRESENTATIONS MADE ARE MATERIAL AND WILL BE RELIED UPON BY THE COMMONWEALTH IN AWARD?

Response: Y

Mandatory ATTRIB. #023 - 23. DOES THE SUBMITTER UNDERSTAND THAT ANY FALSE STATEMENT THAT SUBMITTER DOES NOT BELIEVE TO BE TRUE OR ANY WRITING, SAMPLE, SPECIMEN, MAP OR OTHER OBJECT THAT SUBMITTER KNOWS TO BE FALSE SHALL BE PUNISHABLE UNDER SECTION 4904 OF TITLE 18 PA. C. S?

Response: Y

Mandatory ATTRIB. #024 - 24. DOES THE SUBMITTER AUTHORIZE A COMMONWEALTH AGENCY TO RELEASE SUBMITTER'S, TAX INFORMATION TO ANY CONTRACTING COMMONWEALTH AGENCY?

Response: Y

Mandatory ATTRIB. #025 - 25. DOES THE SUBMITTER AGREE THAT THE OFFER SUBMITTED ELECTRONICALLY THROUGH THE COMMONWEALTH'S SYSTEM SHALL BE DEEMED SIGNED BY THE SUBMITTER.

Response: Y



Supplier Name:
POWER COOL INC

*** Attributes Page ***

Mandatory ATTRIB. #026 - 26. DOES THE SUBMITTER AGREE THAT THE ELECTRONICALLY SUBMITTED OFFER IS LEGALLY BINDING AND ENFORCEABLE AND THAT NO WRITING SHALL BE REQUIRED TO MAKE THIS OFFER OR ANY RESULTING CONTRACT OR PURCHASE ORDER LEGALLY BINDING?

Response: Y

Mandatory ATTRIB. #027 - 27. DOES THE SUBMITTER AGREE THAT THE ELECTRONIC OFFER, IF INTRODUCED AS EVIDENCE ON PAPER, IS ADMISSIBLE AS A BUSINESS RECORD ORIGINATED AND MAINTAINED IN PAPER FORM?

Response: Y

Mandatory ATTRIB. #028 - 28. DOES THE SUBMITTER AGREE THAT IF A CHANGE OR ERROR IN AN OFFER OCCURS IN A TRANSMISSION, THE SUBMITTER SHALL IMMEDIATELY NOTIFY THE COMMONWEALTH OF THE CHANGE OR ERROR?

Response: Y

Mandatory ATTRIB. #029 - 29. DOES THE SUBMITTER ACKNOWLEDGE RESPONSIBILITY FOR CURRENT & COMPLETE SUPPLIER REGISTRATION INFORMATION AND THAT THE COMMONWEALTH IS NOT RESPONSIBLE FOR ANY DELAYS IN PAYMENT OR COMMUNICATION RESULTING FROM INACCURACIES PROVIDED BY THE SUBMITTER?

Response: Y

Mandatory ATTRIB. #030 - 30. I HAVE INDICATED MY NAME AND TITLE IN THE COMMENT SPACE PROVIDED AND REPRESENT THAT I HAVE FULL AUTHORITY TO SUBMIT THIS RESPONSE ON BEHALF OF SUBMITTER AND TO BIND SUBMITTER TO ITS CONTENTS.

Response: Y - Richard B. Leitz, Vice President



ORIGINAL
BID - Invitation For Bid
7840601ADE, Electrical Services Dist 6-0

BID Effective Date:

08/06/2012

Bid Invitation Number:

6100023000

Issuing Office:

Lawrence Mccool
 Lawrence J McCool
 PENNDOT 6-0
 7000 Geerdes Blvd
 King of Prussia PA 19406-1525 US

Supplier Name/Address:

Your SAP Vendor Number with us: _____

Please Return Quotation to:

Lawrence J McCool
 PENNDOT 6-0
 7000 Geerdes Blvd
 King of Prussia PA 19406-1525 US

Type of Security furnished if required:

- Certified bank cashier's check
- Irrevocable letter of credit
- Certificate of deposit
- Other as specified by bid
- Bond - If annual bond:
 What is the name of the principal on the bond?

Return Bid by:

Bid Ending Date:
 09/05/2012

Bid Ending Time:
 11:00:00

Expiration Date of Contract (if applicable)

Delivery Date:
 See Items

Please Deliver To:

District 6-0
 7000 Geerdes Blvd
 King of Prussia PA 19406-1525 US

Procurement Contact:

Buyer: Lawrence Mccool
 Phone: 610-205-6740
 Fax: 610-205-6980

This Invitation For Bids is comprised of: Part I, General Information; Part II, Bid Requirements; Part III, Criteria For Selection; Part IV, IFB Specifications; Part V, Contract Clauses; any documents attached to this Invitation For Bids or incorporated by reference; and any addenda issued by the Issuing Office prior to Bid Opening.

Supplier's Signature _____ Title _____
 Printed Name _____ Date _____

The Bidder has completed and submitted this Bid in accordance with the instructions and requirements and terms and conditions of the Invitation For Bid. The Bidder has attached documents that are required to be submitted with this Bid and those attachments are incorporated by reference and made a part of this Bid. The Bidder, intending to be legally bound hereby, offers and agrees, if this Bid is accepted, to provide the awarded items at the price(s) set forth in this Bid at the time(s) and place(s) specified.

Item	Material/Service Desc	Qty	UOM	Unit Price	Total Line Item Price
1	FY12 - Journeyman Electrician Item Text Regular Business Hours	100.000	Hour	\$ _____	\$ _____
2	FY12 - Journeyman Electrician Item Text	8.000	Hour	\$ _____	\$ _____

ALL PRICES ARE F.O.B. DESTINATIONS

List of Items Continued on Following Page



ORIGINAL
BID - Invitation For Bid
7840601ADE, Electrical Services Dist 6-0
 Original Approval Date: 08/03/2012

Supplier Name: _____

Item	Material/Service Desc	Qty	UOM	Unit Price	Total Line Item Price
	Premium and Emergency Working Hours				
3	FY12 – Master Electrician Item Text Regular Business Hours	48.000	Hour	\$ _____	\$ _____
4	FY12 – Master Electrician Item Text Premium and Emergency Working Hours	1.000	Hour	\$ _____	\$ _____
5	FY12 – Lineman – Regular Business Hours	1.000	Hour	\$ _____	\$ _____
6	FY12 – Lineman Item Text Premium and Emergency Working Hours	1.000	Hour	\$ _____	\$ _____
7	FY13 – Journeyman Electrician Item Text Regular Business Hours	50.000	Hour	\$ _____	\$ _____
8	FY13 – Journeyman Electrician Item Text Premium and Emergency Working Hours	1.000	Hour	\$ _____	\$ _____
9	FY13 – Master Electrician Item Text Regular Business Hours	40.000	Hour	\$ _____	\$ _____
10	FY13 – Master Electrician Item Text Premium and Emergency Working Hours	1.000	Hour	\$ _____	\$ _____

ALL PRICES ARE F.O.B. DESTINATIONS

List of Items Continued on Following Page



ORIGINAL
Page 4 of 7
BID - Invitation For Bid
7840601ADE, Electrical Services Dist 6-0
Original Approval Date: 08/03/2012

Supplier Name: _____

*** Attributes Page ***

*** No further information for this bid ***

Mandatory ATTRIB. #001 - 1. HAS THE SUBMITTER READ, AND DOES THE SUBMITTER UNDERSTAND, THE TERMS AND CONDITIONS OF THIS SOLICITATION?

Response:

Mandatory ATTRIB. #002 - 2. IS THE OFFER IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS SOLICITATION?

Response:

Mandatory ATTRIB. #003 - 3. DO ALL ITEMS OFFERED BY SUBMITTER CONFORM TO THE SPECIFICATIONS OF THIS SOLICITATION?

Response:

Mandatory ATTRIB. #004 - 4. WERE THE PRICE(S) AND AMOUNT ARRIVED AT INDEPENDENTLY AND WITHOUT CONSULTATION, COMMUNICATION OR AGREEMENT WITH ANY OTHER CONTRACTOR, SUBMITTER OR POTENTIAL SUBMITTER?

Response:

Mandatory ATTRIB. #005 - 5. WERE THE PRICE(S), AMOUNT, APPROXIMATE PRICE(S) OR THE APPROXIMATE AMOUNT DISCLOSED TO ANY FIRM OR PERSON WHO IS A SUBMITTER OR POTENTIAL SUBMITTER?

Response:

Mandatory ATTRIB. #006 - 6. WAS AN ATTEMPT MADE TO INDUCE ANY FIRM OR PERSON TO REFRAIN FROM RESPONDING TO THE SOLICITATION?

Response:

Mandatory ATTRIB. #007 - 7. WAS AN ATTEMPT MADE TO INDUCE ANY FIRM OR PERSON TO SUBMIT AN OFFER HIGHER THAN THE SUBMITTER'S OFFER?

Response:

Mandatory ATTRIB. #008 - 8. WAS AN ATTEMPT MADE TO INDUCE ANY FIRM OR PERSON TO SUBMIT ANY OTHER FORM OF COMPLEMENTARY OFFER?

Response:

Mandatory ATTRIB. #009 - 9. DID THE SUBMITTER MAKE THE OFFER IN GOOD FAITH?

Response:



ORIGINAL
Page 5 of 7
BID - Invitation For Bid
7840601ADE, Electrical Services Dist 6-0
Original Approval Date: 08/03/2012

Supplier Name: _____

*** Attributes Page ***

Mandatory ATTRIB. #010 - 10. IS A GOVERNMENTAL AGENCY INVESTIGATING THE SUBMITTER, ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS OR EMPLOYEES? IF YES, PROVIDE EXPLANATION IN COMMENT FIELD OR AS AN ATTACHMENT.

Response:

Mandatory ATTRIB. #011 - 11. IN THE LAST 4 YEARS, WAS THE SUBMITTER OR ITS EMPLOYEES FOUND LIABLE FOR CONSPIRACY OR COLLUSION RELATED TO ANY PUBLIC CONTRACT? IF YES, PROVIDE EXPLANATION IN COMMENT FIELD OR AS AN ATTACHMENT.

Response:

Mandatory ATTRIB. #012 - 12. IN THE LAST 4 YEARS, WAS THE SUBMITTER'S AFFILIATES OR SUBSIDIARIES FOUND LIABLE FOR CONSPIRACY RELATED TO ANY PUBLIC CONTRACT? IF YES, PROVIDE EXPLANATION IN COMMENT FIELD OR AS AN ATTACHMENT.

Response:

Mandatory ATTRIB. #013 - 13. IN THE LAST 4 YEARS, WAS THE SUBMITTER'S AFFILIATES OR SUBSIDIARIES FOUND LIABLE FOR COLLUSION RELATED TO ANY PUBLIC CONTRACT? IF YES, PROVIDE EXPLANATION IN COMMENT FIELD OR AS AN ATTACHMENT.

Response:

Mandatory ATTRIB. #014 - 14. IN THE LAST 4 YEARS, WAS THE SUBMITTER'S OFFICERS OR DIRECTORS FOUND LIABLE FOR CONSPIRACY RELATED TO ANY PUBLIC CONTRACT? IF YES, PROVIDE EXPLANATION IN COMMENT FIELD OR AS AN ATTACHMENT.

Response:

Mandatory ATTRIB. #015 - 15. IN THE LAST 4 YEARS, WAS THE SUBMITTER'S OFFICERS OR DIRECTORS FOUND LIABLE FOR COLLUSION RELATED TO ANY PUBLIC CONTRACT? IF YES, PROVIDE EXPLANATION IN COMMENT FIELD OR AS AN ATTACHMENT.

Response:

Mandatory ATTRIB. #016 - 16. DID SUBMITTER VIOLATE ANY OF THE CONTRACTOR INTEGRITY PROVISIONS IN CONNECTION WITH THE SUBMISSION OF ITS OFFER OR ANY CONTRACT NEGOTIATIONS?

Response:

Mandatory ATTRIB. #017 - 17. IN THE LAST 4 YEARS, HAS SUBMITTER'S OFFICERS, DIRECTORS, ASSOCIATES, PARTNERS, OR INDIVIDUAL OWNERS BEEN CHARGED WITH, OR CONVICTED OF, ANY MISDEMEANOR OR FELONY? IF YES, PROVIDE INFORMATION IN THE COMMENT FIELD OR AS AN ATTACHMENT.

Response:



ORIGINAL
BID - Invitation For Bid
7840601ADE, Electrical Services Dist 6-0
Original Approval Date: 08/03/2012

Page 6 of 7

Supplier Name: _____

*** Attributes Page ***

Mandatory ATTRIB. #018 - 18. IS THE SUBMITTER CURRENTLY UNDER SUSPENSION BY THE FEDERAL GOVERNMENT OR ANY STATE OR LOCAL GOVERNMENT? IF YES, PROVIDE EXPLANATION IN COMMENT FIELD OR AS AN ATTACHMENT.

Response:

Mandatory ATTRIB. #019 - 19. IS THE SUBMITTER CURRENTLY DEBARRED BY THE FEDERAL GOVERNMENT OR ANY STATE OR LOCAL GOVERNMENT? IF YES, PROVIDE EXPLANATION IN COMMENT FIELD OR AS AN ATTACHMENT.

Response:

Mandatory ATTRIB. #020 - 20. DO OFFERED ITEMS MEET EPA-ESTABLISHED MINIMUM PERCENTAGE LEVELS FOR TOTAL RECYCLED CONTENT AND POST-CONSUMER RECYCLED CONTENT? IF NO, PROVIDE EXPLANATION IN COMMENT FIELD OR AS AN ATTACHMENT.

Response:

Mandatory ATTRIB. #021 - 21. DOES THE SUBMITTER HAVE ANY DELINQUENT OBLIGATIONS TO THE COMMONWEALTH NOT BEING CONTESTED ON APPEAL? IF YES, PROVIDE EXPLANATION IN COMMENT FIELD OR AS AN ATTACHMENT.

Response:

Mandatory ATTRIB. #022 - 22. DOES THE SUBMITTER UNDERSTAND THAT ALL INFORMATION SUBMITTED AND REPRESENTATIONS MADE ARE MATERIAL AND WILL BE RELIED UPON BY THE COMMONWEALTH IN AWARD?

Response:

Mandatory ATTRIB. #023 - 23. DOES THE SUBMITTER UNDERSTAND THAT ANY FALSE STATEMENT THAT SUBMITTER DOES NOT BELIEVE TO BE TRUE OR ANY WRITING, SAMPLE, SPECIMEN, MAP OR OTHER OBJECT THAT SUBMITTER KNOWS TO BE FALSE SHALL BE PUNISHABLE UNDER SECTION 4904 OF TITLE 18 PA. C. S?

Response:

Mandatory ATTRIB. #024 - 24. DOES THE SUBMITTER AUTHORIZE A COMMONWEALTH AGENCY TO RELEASE SUBMITTER'S, TAX INFORMATION TO ANY CONTRACTING COMMONWEALTH AGENCY?

Response:

Mandatory ATTRIB. #025 - 25. DOES THE SUBMITTER AGREE THAT THE OFFER SUBMITTED ELECTRONICALLY THROUGH THE COMMONWEALTH'S SYSTEM SHALL BE DEEMED SIGNED BY THE SUBMITTER.

Response:



ORIGINAL
BID - Invitation For Bid
7840601ADE, Electrical Services Dist 6-0
Original Approval Date: 08/03/2012

Page 7 of 7

Supplier Name: _____

***** Attributes Page *****

Mandatory ATTRIB. #026 - 26. DOES THE SUBMITTER AGREE THAT THE ELECTRONICALLY SUBMITTED OFFER IS LEGALLY BINDING AND ENFORCEABLE AND THAT NO WRITING SHALL BE REQUIRED TO MAKE THIS OFFER OR ANY RESULTING CONTRACT OR PURCHASE ORDER LEGALLY BINDING?

Response:

Mandatory ATTRIB. #027 - 27. DOES THE SUBMITTER AGREE THAT THE ELECTRONIC OFFER, IF INTRODUCED AS EVIDENCE ON PAPER, IS ADMISSIBLE AS A BUSINESS RECORD ORIGINATED AND MAINTAINED IN PAPER FORM?

Response:

Mandatory ATTRIB. #028 - 28. DOES THE SUBMITTER AGREE THAT IF A CHANGE OR ERROR IN AN OFFER OCCURS IN A TRANSMISSION, THE SUBMITTER SHALL IMMEDIATELY NOTIFY THE COMMONWEALTH OF THE CHANGE OR ERROR?

Response:

Mandatory ATTRIB. #029 - 29. DOES THE SUBMITTER ACKNOWLEDGE RESPONSIBILITY FOR CURRENT & COMPLETE SUPPLIER REGISTRATION INFORMATION AND THAT THE COMMONWEALTH IS NOT RESPONSIBLE FOR ANY DELAYS IN PAYMENT OR COMMUNICATION RESULTING FROM INACCURACIES PROVIDED BY THE SUBMITTER?

Response:

Mandatory ATTRIB. #030 - 30. I HAVE INDICATED MY NAME AND TITLE IN THE COMMENT SPACE PROVIDED AND REPRESENT THAT I HAVE FULL AUTHORITY TO SUBMIT THIS RESPONSE ON BEHALF OF SUBMITTER AND TO BIND SUBMITTER TO ITS CONTENTS.

Response:

**Electrical System, Maintenance and Repair Services
for the District 6-0 Office Building
Exhibit A
Statement of Work**

Special Provisions

- **General Requirements and Building Description**
- **Pre Bid Conference**
- **Special Invoice and Billing Instructions**
- **Contractor Notification**
- **Inspection**
- **Mobilization**
- **Requirements PENNDOT's Strategic Environmental Management Program (SEMP) Requirements**
- **Inspection of Facilities**
- **Contractor's Personnel**
- **Work Hours**
- **Premium and Emergency Work Hours**
- **Response Time**
- **Liquidated Damages**
- **Miscellaneous Electric Materials and Equipment**
- **Service Line Items Index and Description**

GENERAL REQUIREMENTS AND BUILDING DESCRIPTION

This work is the maintenance and servicing of one (1) years service of the electrical systems with option for one (1) year renewal with a 90 days extension for the following two buildings owned by the Pennsylvania Department of Transportation.

- **Engineering District 6-0 Office Building located at 7000 Geerdes Boulevard in King of Prussia, Pa. 19406-1525**
 - a) This is a five story commercial office building estimated built in 1989. It is four-sided steel-framed structure with a reflective glass facade. The interior is open office space with several offices and conference rooms on each floor. The floors are concrete slabs on metal deck on steel I-beams. The ceilings are suspended with 18 to 24 inches of clear space that hold the various HVAC units, ductwork, cable trays, etc.
 - b) The main electrical distribution room is in the lower level; each floor has an electrical control room with service panels and step down transformers. The rooms are connected floor to floor with buss duct and several large conduits that feed the service panels.
 - c) The electrical system is a combination of 480/277/120 volt circuits that feed the various building electrical components.
 - d) Back- up Electrical Generator System (Oil Fired)

**Electrical System, Maintenance and Repair Services
for the District 6-0 Office Building
Exhibit A
Statement of Work**

- f) High Voltage Switch Gear and Transformer
- District Materials Lab Building located at Swede Road and Johnson Highway in East Norriton Township adjacent to the Department's District 6-4 Montgomery County Maintenance Office.
 - a) This is single story brick and block building built in the early 1960's, comprised of several small offices and materials lab.
 - b) The electrical system is 120/208-volt circuit.

This work will consist of responding to all calls from the Department to service, maintain and troubleshoot electrical problems in both buildings. This will include the outside building lights and parking lot lights at the Engineering District 6 Office Building. Work will include but will not be limited to the repairing and maintaining of switches, lights, circuits, motors, transformers, UPS system, and low voltage wiring circuits, service panels, and underground conduit system for our parking lot and garage lights, switch gear and electrical generator . Also the repair of all surfaces and finishes damaged during electrical construction to both the interior building systems and exterior property.

PRE-BID CONFERENCE

There will be a Pre- bid conference held on date August 15, 2012 at 10:00 AM at PENNDOT District 6-0 Office located at 7000 Geerdes Blvd King of Prussia Pa 19406-1525. All questions and/or concerns about service requirements should be addressed in writing and submitted to the Contracting Officer five (5) days prior to the Pre-bid Conference/Site Inspection. If the pre-bid conference & site inspection must be rescheduled the Commonwealth will issue an Addendum to this solicitation identifying the new date and time.

SPECIAL INVOICE AND BILLING INSTRUCTIONS

Upon completion of service each month the contractor will complete a confirmation of services form (OS-501) and compile a billable summary report containing all the information needed to invoice, for the work. The OC-501 and the Billable Summary will be mailed to the PENNDOT District 6 Office at 7000 Geerdes Blvd. King of Prussia, PA 19406- 1525, Attention: Michael Masterson, Building Maintenance Supervisor or emailed to mmasterson@state.pa.us. The electronic OS-501 form will be supplied upon request. Mr. Masterson will confirm the work performed, material, hours, mark up and cost and he will call the vendor to correct mistakes or confirm that the vendor can invoice the Comptroller Office.

The Contractor shall submit an invoice to the Comptroller Office (The address is on the first page of the Purchase Order), with the date of service, purchase order number and the work listed

**Electrical System, Maintenance and Repair Services
for the District 6-0 Office Building
Exhibit A
Statement of Work**

by the item number, description and the unit price. Materials will be paid for at the actual cost of the material, including the tax shown on the vendor's (suppliers) invoice with the appropriate percentage added. Invoices will be submitted on a monthly basis.

CONTRACTOR NOTIFICATION

Notification is defined as a written (including e-mail), oral or faxed authorization to the Contractor or their authorized representative. Upon award of the service the awarded contractor will be required to provide an e-mail address to the department within two weeks after the award date. It will be the responsibility of the contractor to retain a valid e-mail account for our use during the entire contract period and update the department by e-mail in the event that the contractor's e-mail address has changed.

INSPECTION

All work will be subject to inspection by the Building Maintenance Supervisor or his designee during the term of this service. Failure to satisfactorily meet all the requirements of this contract or the refusal to promptly correct all deficiencies within 24 hours of notification by phone, fax or written (including email) may be cause to assess liquidated damages and or cancellation of services. If the contractor's employee's work reflects poor workmanship, the department will ban them from future work at our site.

MOBILIZATION

Any cost associated with the mobilization and items such as required licenses, permits, insurance, and communication devices as directed by the Department for the duration of this agreement will be considered incidental to the items of work and no additional payment will be made.

PENNDOT'S STRATEGIC ENVIRONMENTAL MANAGEMENT PROGRAM (SEMP) REQUIREMENTS: Before the start of any work, the contractor must comply with PennDOT's Strategic Environmental Management Program (SEMP) Requirements. This is a **NO FEE** program, the requirements of this program can be found on the PennDOT's website at <http://www.dot.state.pa.us/PennDOT/Districts/district6.nsf/D6Roadwork?OpenFrameSet>. The document titled Contractor Instructions for SEMP Awareness provides a complete overview of the program. For additional information, please contact Ms. Sharon Goldberg, SEMP Manager at 610-205-6566.

INSPECTION OF FACILITIES

Be advised that the contractor is responsible to familiarize themselves with the type of electrical system equipment and components to be maintained. Contact Michael Masterson, Building

**Electrical System, Maintenance and Repair Services
for the District 6-0 Office Building
Exhibit A
Statement of Work**

Maintenance Supervisor at 610-205-6725 or E-Mail mmasterson@pa.gov to make arrangements to inspect the equipment, prior to placing your bid.

CONTRACTOR'S PERSONNEL

The contractor is required to submit a list of his qualified personnel experienced in electrical work. The personnel must have a minimum of (3) years experience for Journeyman and Lineman and 5 years experience for Master Electrician in commercial electric work, National Electric and Township Codes. The list of personnel must be submitted at the time of Pre-Construction meeting that will occur prior to the start of work. Also at the Pre-Construction Meeting the contractor will provide a list of any Sub Contractors they intend to use if required. The Sub Contractor list must be approved by the Department prior to the start of work.

WORK HOURS

All planned preventive and service maintenance shall be performed during regular working hours (7:00AM until 4:30 PM Monday through Friday). In the event that this work would adversely affect the building operation or the staff, the work will have to be scheduled for after regular work hours or on weekends. Any work outside of the 7:00AM and 4:30PM hours will be considered premium hours.

PREMIUM AND EMERGENCY WORK HOURS

Premium and emergency work hours may be required for this service. If the contractor works more than eight (8) hours between 7:00AM and 4:30PM their labor shall be invoiced at the Premium and emergency work hour's rate of pay. Please refer to the items and the description section of these specifications, for more details.

RESPONSE TIME

Emergency Work – Contractor to provide qualified Master Electrician or Journeyman Electrician appropriate to the type of work required as outlined in the item number section of these specifications within two (2) hours of notification time from the Department to troubleshoot and repair, breakdowns of the Electrical System or components at the PENNDOT District 6-0 Office and the Lab Building. Contractor will begin work as soon as he arrives at the job site.

Non-emergency Work – Provide a qualified Master Electrician, Journeyman Electrician or Lineman appropriate to the type of work required as outlined in the item number section of this contract to review requested work within 24 hours of notification from the Department. Contractor will have five (5) working days to begin work from the date their representative reviews the work.

LIQUIDATED DAMAGES

**Electrical System, Maintenance and Repair Services
for the District 6-0 Office Building
Exhibit A
Statement of Work**

The Department will also assess liquidated damages in the amount two hundred fifty dollars (\$250.00) for each day or portion thereof that the contractor fails to send a qualified electrician within the 2 hours for an Emergency call-out or within a 24 hour period to review non-emergency work or when the contractor fails to begin work within the 5 working day period after review by their representative. The two hundred fifty dollars will be assessed for each calendar day or portion thereof that no work is done.

Liquidated damages will NOT be assessed because of unavoidable delays in completion of work caused by the Department, other Contractors employed by the Department, or unforeseeable causes beyond the control and without fault or negligence of the Contractor.

MISCELLANEOUS ELECTRIC MATERIALS AND EQUIPMENT

DESCRIPTION – This work is furnishing all materials and equipment required to repair any electrical system, circuit, component or equipment included in both buildings. This also includes providing rented equipment, lift truck, scissors lift, or other mechanized lifting equipment to allow the Contractor to make required repairs where ladders or scaffolding are not practical. The type of lift equipment to be used must be capable of reaching parking lot lights and any interior and exterior building lights. If the Contractor chooses to use his own equipment it must be in good mechanical condition and acceptable by the Building Maintenance Supervisor. The Contractor will be reimbursed an hourly rate based on the Rental Blue Book Rate for the type of equipment rented.

The Building Maintenance Supervisor must give approval before using the lift equipment and the duration of the rental period, prior to renting or providing the equipment.

MATERIAL AND CONSTRUCTION – All electrical material will be new and UL approved certified through invoices from suppliers and meet all National Electric Code and Township code requirements.

MEASUREMENT AND PAYMENT – PDA – A predetermined amount of money (PDA) is indicated in the Invitation for Bid (IFB) Header Text for this item. All material, specialized equipment and subcontractor services not specified in the contract will be paid under this item. Common hand tools such as hammers, screw drivers, fish tapes, pliers, measuring tapes, power hand saws, or drills, etc., are considered incidental to the service and are to be supplied by the contractor. The cost of material used will be reimbursable at the actual cost of material, including applicable sales tax shown on vendor's (supplier's) invoices. To cover all administration, other overhead costs, and the use of small tools and equipment for which no payment is allowed, add 15% to the material cost, 5% to the rental vendors invoice equipment cost where rental required is required to perform scheduled work and when applicable add 8% to the subcontractors cost.

**Electrical System, Maintenance and Repair Services
for the District 6-0 Office Building
Exhibit A
Statement of Work**

The submitted invoice must have the following information on the invoice:
Company Name, Federal ID Number, Purchase Order Number

Service Line Items Index and Description

- Item # (1) FY12 – Journeyman Electrician – Regular Business Hours**
- Item # (2) FY12 – Journeyman Electrician – Premium and Emergency Working Hours**
- Item # (3) FY12 – Master Electrician – Regular Business Hours**
- Item # (4) FY12 – Master Electrician – Premium and Emergency Working Hours**
- Item # (5) FY12 – Lineman – Regular Business Hours**
- Item # (6) FY12 – Lineman – Premium and Emergency Working Hours**
- Item # (7) FY13 – Journeyman Electrician – Regular Business Hours**
- Item # (8) FY13 – Journeyman Electrician – Premium and Emergency Working Hours**
- Item # (9) FY13 – Master Electrician – Regular Business Hours**
- Item # (10) FY13 – Master Electrician – Premium and Emergency Working Hours**
- Item # (11) FY13 – Lineman – Regular Business Hours**
- Item # (12) FY13 – Lineman – Premium and Emergency Working Hours**

**Item # (1) FY12 and Item # (7) FY13
Journeyman Electrician – Regular Business Hours**

**Item # (2) FY12 and Item # (8) FY13
Journeyman Electrician – Premium and Emergency Working Hours**

DESCRIPTION - This work is the servicing, maintaining, troubleshooting and/or repairing and installing of all existing electrical systems and equipment as directed.

MATERIAL - Supply all materials and specialized equipment in accordance with the Special Provision titled "Miscellaneous Electrical Materials and Equipment". Supply all hand tools and equipment required to make repairs.

CONSTRUCTION - Supply personnel who are qualified to perform electrical work on all systems and appurtenances at the locations identified in these specifications. Personnel must have a minimum of three (3) years experience in commercial electrical work and perform all work in accordance with National Electric Code and all Township Codes. Provide a list of company personnel meeting these requirements, to PENNDOT's Building Maintenance Supervisor prior to starting work.

Be prepared to perform work within 2 hours of emergency call-out or 24 hour non- emergency work notification by the Building Maintenance Supervisor.

**Electrical System, Maintenance and Repair Services
for the District 6-0 Office Building
Exhibit A
Statement of Work**

Travel time to the job site is considered incidental to the cost of the item and no additional payment will be made. The hourly charges for this item will start upon arrival of the personnel at the District Office or the Lab Building and checking in with the Building Maintenance Supervisor or his designee.

MEASUREMENT AND PAYMENT - Hour

The number of hours is estimated for the electricians for this service. The actual demand may be more or less in accordance with the need for repairs.

**Item # (3) FY12 and Item # (9) FY13
Master Electrician – Regular Business Hours**

**Item # (4) FY12 and Item # (10) FY13
Master Electrician – Premium and Emergency Working Hours**

DESCRIPTION - This work is the servicing, maintaining, troubleshooting and/or repairing and installing of all existing electrical systems and equipment as directed.

MATERIAL - Supply all materials and specialized equipment in accordance with the Special Provision titled "Miscellaneous Electrical Materials and Equipment". Supply all hand tools and equipment required to make repairs.

CONSTRUCTION - Supply personnel who are qualified to perform electrical work on all systems and appurtenances at the locations identified in this contract. Personnel must have a minimum of five (5) years experience in commercial electrical work and perform all work in accordance with National Electric Code and all Township Codes. Provide a list of company personnel meeting these requirements, to PENNDOT's Building Maintenance Supervisor prior to starting work.

Be prepared to perform work within 2 hours of emergency call-out or 24 hour non- emergency work notification by the Building Maintenance Supervisor.

Travel time to the job site is considered incidental to the cost of the item and no additional payment will be made. The hourly charges for this item will start upon arrival of the personnel at the District Office and checking in with the Building Maintenance Supervisor or his designee.

MEASUREMENT AND PAYMENT - Hour

The number of hours is estimated for the electricians for this contract. The actual demand may be more or less in accordance with the need for repairs.

Item # (5) FY12 and Item # (11) FY13

**Electrical System, Maintenance and Repair Services
for the District 6-0 Office Building
Exhibit A
Statement of Work**

Lineman – Regular Business Hours

Item # (6) FY12 and Item # (12) FY13

Lineman – Premium and Emergency Working Hours

DESCRIPTION - This work is the providing of a qualified lineman fully trained in the operation and maintenance of electrical power generation, control panels, transformer, transmission, and distribution lines and equipment for high voltages.

MATERIAL - Supply all materials and specialized equipment for the lineman in accordance with the Special Provision titled "Miscellaneous Electrical Materials and Equipment". Supply all hand tools and equipment required to make repairs.

CONSTRUCTION - Supply personnel who are qualified to perform electrical work on all systems and appurtenances at the locations identified in this contract.

Personnel must have a minimum of 3 years experience in commercial electrical work and perform all work in accordance with National Electric Code and all Township Codes. Provide a list of company personnel meeting these requirements, to PENNDOT's Building Maintenance Supervisor prior to starting work.

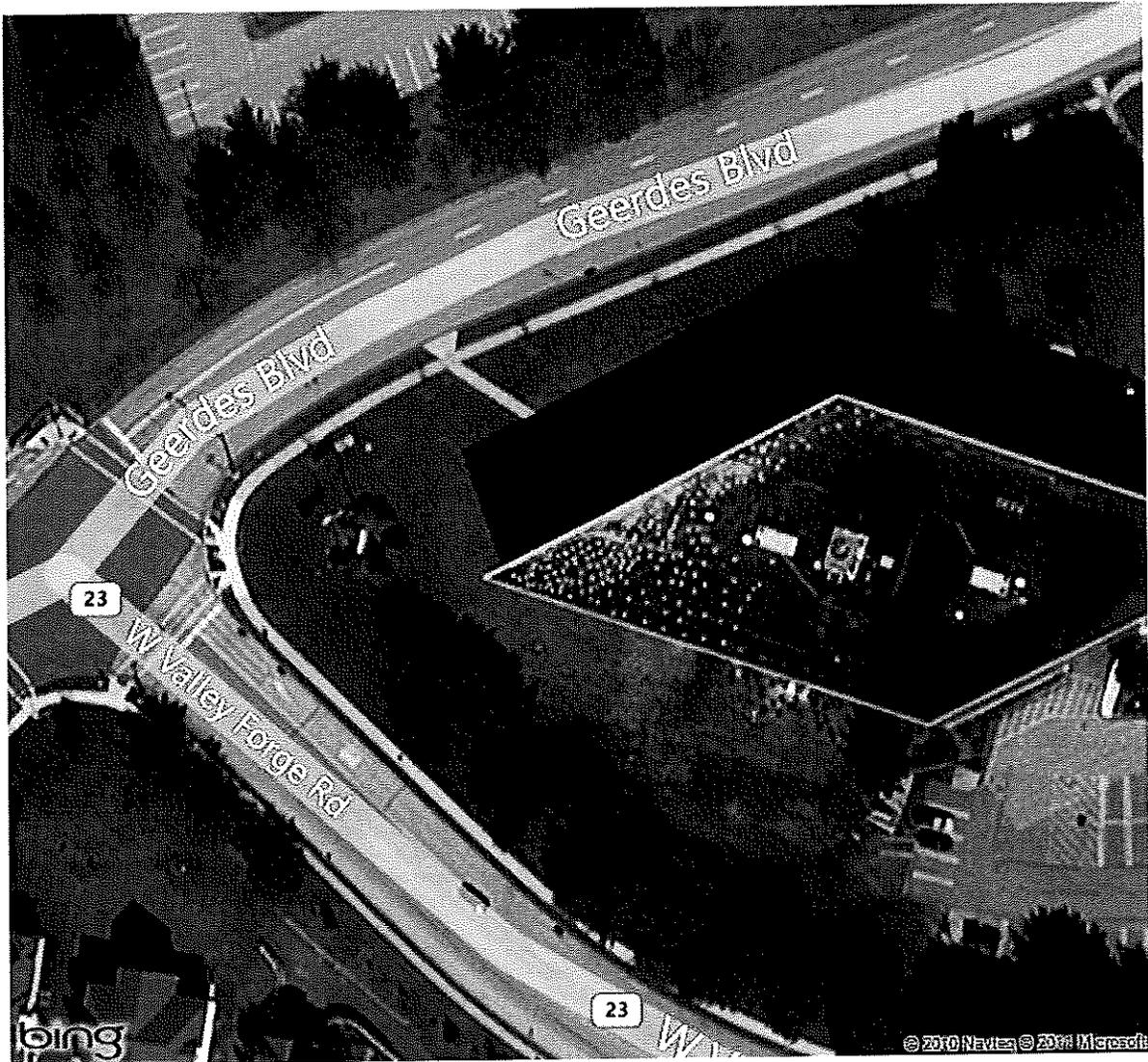
Be prepared to perform work within 2 hours of emergency call-out or 24 hour non-emergency work notification by the Building Maintenance Supervisor.

Travel time to the job site is considered incidental to the cost of the item and no additional payment will be made. The hourly charges for this item will start upon arrival of the personnel at the District Office and checking in with the Building Maintenance Supervisor or his designee.

MEASUREMENT AND PAYMENT - Hour

The number of hours is estimated for the lineman for this contract. The actual demand may be more or less in accordance with the need for repairs.

Attachment 1
Location Map



Address
District 6-0 Office
7000 Geerdes Boulevard
King of Prussia Pa 19406-1525
Lat- (40. 104385)
Long- (-75 397731)



Directions to PennDOT District 6-0 Office

7000 GEERDES BOULEVARD
KING OF PRUSSIA, PENNSYLVANIA 19406-1525
RECEPTIONIST: (610) 205-6700

From the West Via PA Turnpike:

1. Travel eastbound on the PA Turnpike (I-76). **EXIT** at Exit 326 (Old Exit 24) Valley Forge.
2. Proceed through the toll barrier. Drive straight, continuing on I-76 (Schuylkill Expwy.).
3. Approximately ½ mile past the toll barrier, **EXIT** at Exit 328B (Old Exit 26) onto US 202 North. *Continue with directions below.*

From the West Via US 30 and US 202:

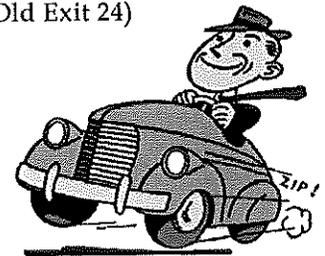
1. Travel eastbound on the US 30. Continue on the expressway around Coatesville, Downingtown, and Exton.
2. **EXIT** onto US 202 northbound. Eventually, US 202 becomes a "local artery" with signal lights (DeKalb Pike). Continue on US 202 North. *Continue with directions below.*

From the East:

1. Travel westbound on the PA Turnpike (I-276). **EXIT** at Exit 326 (Old Exit 24) Valley Forge.
2. Proceed through the toll barrier. Drive straight, continuing on I-76 (Schuylkill Expwy.).
3. Approximately ½ mile past the toll barrier, **EXIT** at Exit 328B (Old Exit 26) onto US 202 North. *Continue with directions below.*

From the North:

1. Travel southbound on the PA Turnpike Northeast Extension (I-476).
2. **EXIT** onto the mainline of the Turnpike, following signs for I-276 West. Travel westbound on the mainline of the Turnpike (I-276). **EXIT** at Exit 326 (Old Exit 24) Valley Forge.
3. Proceed through the toll barrier. Drive straight, continuing on I-76 (Schuylkill Expwy.).
4. Approximately ½ mile past the toll barrier, **EXIT** at Exit 328B (Old Exit 26) onto US 202 North. *Continue with directions below.*



From the South:

1. Travel westbound on the Schuylkill Expressway (I-76).
2. **EXIT** at Exit 328B (Old Exit 26) onto US 202 North. *Continue with directions below.*

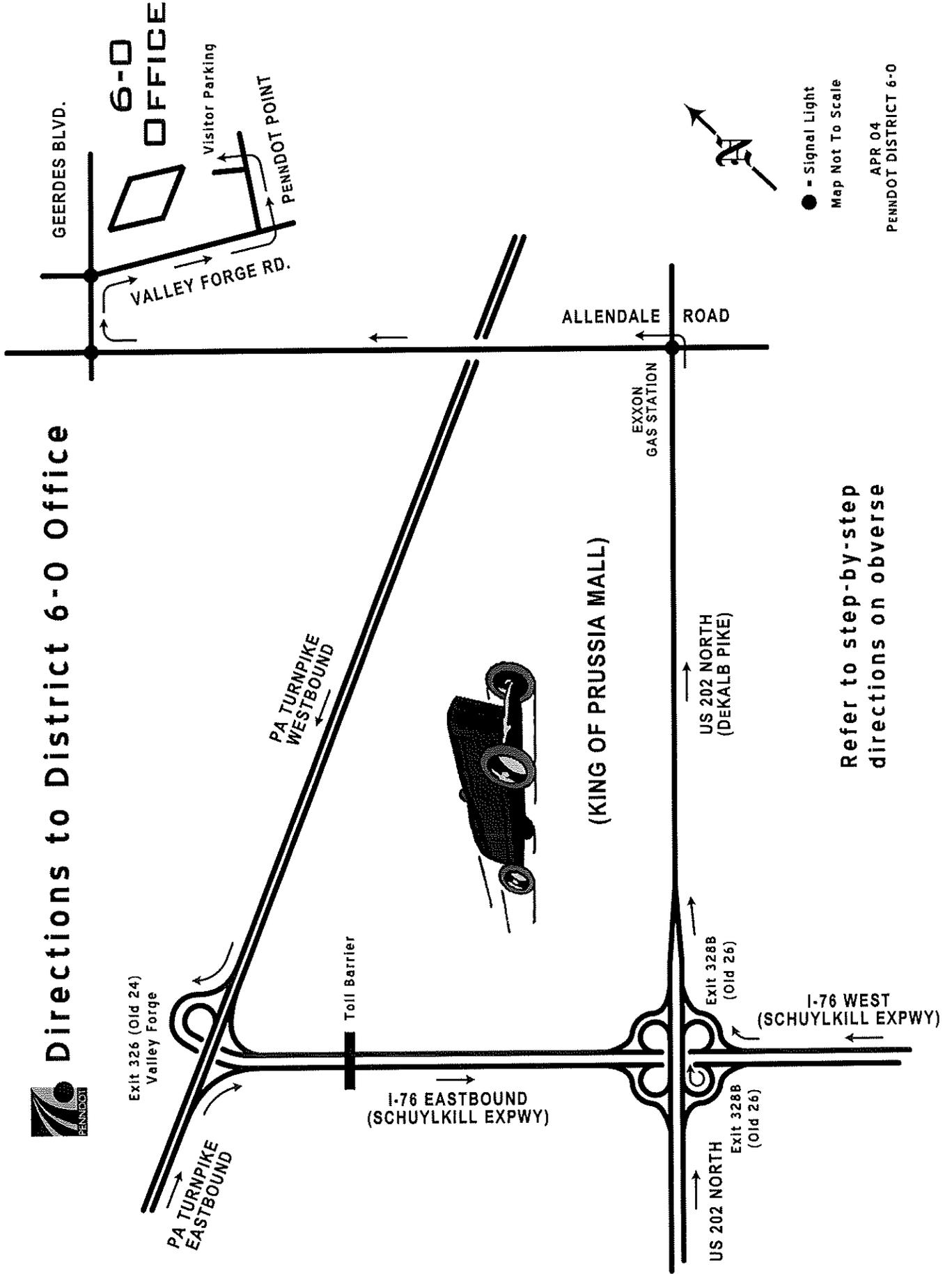
Continuing Directions:

1. At the 4th signal light (on US 202, DeKalb Pk.), turn **LEFT** onto Allendale Road.
2. At the 7th signal light (on Allendale Rd.), turn **RIGHT** onto Geerdes Boulevard.
3. Immediately turn **RIGHT** (at first signal light) onto Valley Forge Road (PA 23 East).
4. Turn **LEFT** at the first left, onto PennDOT Point.
5. Immediately turn **LEFT** into the 6-0 parking lot. Visitors' parking is close to the building, on the right.

Refer to map on reverse



Directions to District 6-0 Office



● = Signal Light
 Map Not To Scale

Refer to step-by-step directions on obverse

APR 04
 PENNDOT DISTRICT 6-0



CONFIRMATION OF SERVICE

Date Service Rendered: _____ SAP Vendor Number: _____
 Contractor Name: _____ Address (1): _____
 Phone: _____ Address (2): _____
 PURCHASE ORDER # _____ State: _____ Zip Code: _____

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

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

Contractor Signature: _____ Date: _____

PENNDOT USE ONLY

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

_____ Date (mm/dd/yyyy)
 Project Manager Signature

I certify that I have entered a Goods Receipt in SAP for this service. (Goods Receipts should be entered within 48 hours per Management Directive 310.31)

_____ Date (mm/dd/yyyy)
 SRM/R3 Receiver Signature

Table of Contents

PART I - GENERAL INFORMATION	3
I.1 IFB-001.1 Purpose (Oct 2006)	3
I.2 IFB-005.1 Type of Contract (Oct. 2006).....	3
I.3 IFB-008.1A Pre-bid Conference (Oct. 2006).....	3
I.4 IFB-009.1 Questions (February 2012).....	3
I.5 IFB-010.1 Addenda to the IFB (Oct. 2006).....	3
I.6 IFB-011.1B Submission of Bids – Electronic Submittal (May 2011).....	3
I.7 IFB-024.1 Bid Protest Procedure (Oct 2006).....	4
I.8 IFB-025.1 Electronic Version of this IFB (Oct 2006).....	6
I.9 IFB-029.1 Prices (Dec 6 2006).....	6
I.10 IFB-031.1 Alternates (Nov 2006).....	6
I.11 IFB-032.1 New Equipment (Nov 2006).....	6
I.12 I-IFB-033.1 Modification or Withdrawal of Bid (Nov 2006).....	7
I.13 I-IFB-034.1 Rejection of Bids (Nov 2006).....	8
PART II - REQUIREMENTS	9
II.1 II-IFB-008.1b Lobbying Certification and Disclosure – Electronic Submission. (Oct 2006).....	9
II.2 II-IFB-016.1 Post-Submission Descriptive Literature (Dec 2006).....	9
PART III - SELECTION CRITERIA.....	10
III.1 III-IFB-001.1a Mandatory Responsiveness Requirements (Oct 2006).....	10
III.2 III-IFB-006.1a Method of Award (February 2012).....	10
III.3 III-IFB-007.1 Awards (May 2011).....	10
III.4 III-IFB-008.1 Tie Bids (Nov 2006).....	10
III.5 III-IFB-009.1 Prompt Payment Discounts (Nov 2006).....	10
III.6 III-IFB-010.1 Option for Separate Competitive Bidding Procedure (Nov 2006).....	10
PART IV - WORK STATEMENT.....	12
IV.1 IFB-001.1b Statement of Work (Nov 2006).....	12
PART V - CONTRACT TERMS and CONDITIONS	13
V.1 CONTRACT-001.1b Contract Terms and Conditions (Nov 30, 2006).....	13
V.2 CONTRACT-002.1b Term of Contract – PO (May 2011).....	13
V.3 CONTRACT-002.2b Renewal of Contract Term – Mutual (Nov 30 2006).....	13
V.4 CONTRACT-002.2f Renewal of Contract Term; Adjusted Prices – Index Based (Nov 30 2006).....	13
V.5 CONTRACT-002.3 Extension of Contract Term (Nov 30 2006).....	13
V.6 CONTRACT-003.1c Signatures - PO (February 2012).....	14
V.7 CONTRACT-004.1a Definitions (Dec 12 2006).....	14
V.8 CONTRACT-006.1 Independent Prime Contractor (Oct 2006).....	15
V.9 CONTRACT-007.01b Delivery of Services (Nov 30 2006).....	15
V.10 CONTRACT-008.1a Warranty. (Oct 2006).....	15
V.11 CONTRACT-009.1c Patent, Copyright, and Trademark Indemnity (Oct 2006).....	15
V.12 CONTRACT-009.1d Ownership Rights (Oct 2006).....	16
V.13 CONTRACT-010.1a Acceptance (Oct 2006).....	16
V.14 CONTRACT-011.1a Compliance With Law (Oct 2006).....	17
V.15 CONTRACT-013.1 Environmental Provisions (Oct 2006).....	17
V.16 CONTRACT-014.1 Post-Consumer Recycled Content (Oct 2006).....	17
V.17 CONTRACT-014.3 Recycled Content Enforcement (February 2012).....	17
V.18 CONTRACT-015.1 Compensation (Oct 2006).....	17
V.19 CONTRACT-015.2 Billing Requirements (February 2012).....	17
V.20 CONTRACT-016.1 Payment (Oct 2006).....	18
V.21 CONTRACT-017.1 Taxes (Dec 5 2006).....	19
V.22 CONTRACT-018.1 Assignment of Antitrust Claims (Oct 2006).....	19
V.23 CONTRACT-019.1 Hold Harmless Provision (Nov 30 2006).....	19
V.24 CONTRACT-020.1 Audit Provisions (Oct 2006).....	19
V.25 CONTRACT-021.1 Default (Dec 12 2006).....	20
V.26 CONTRACT-022.1 Force Majeure (Oct 2006).....	21
V.27 CONTRACT-023.1a Termination Provisions (Oct 2006).....	22
V.28 CONTRACT-024.1 Contract Controversies (Oct 2011).....	22
V.29 CONTRACT-025.1 Assignability and Subcontracting (Oct 2006).....	23

V.30 CONTRACT-026.1 Other Contractors (Oct 2006).....	23
V.31 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (Aug 2010)	23
V.32 CONTRACT-028.1 Contractor Integrity Provisions (March 2011).....	24
V.33 CONTRACT-029.1 Contractor Responsibility Provisions (Nov 2010).....	29
V.34 CONTRACT-030.1 Americans with Disabilities Act (Oct 2006).....	30
V.35 CONTRACT-032.1 Covenant Against Contingent Fees (Oct 2006)	30
V.36 CONTRACT-033.1 Applicable Law (Oct 2006).....	30
V.37 CONTRACT- 034.1b Integration (Nov 30 2006).....	30
V.38 CONTRACT-034.2b Order of Precedence - IFB (Dec 6 2006)	30
V.39 CONTRACT-034.3 Controlling Terms and Conditions (Aug 2011)	31
V.40 CONTRACT-035.1a Changes (Oct 2006).....	31
V.41 CONTRACT-036.1 Background Checks (Feb 2008).....	31
V.42 CONTRACT-037.1a Confidentiality (February 2012).....	32
V.43 CONTRACT-037.2a Sensitive Information (Sept 2009)	32
V.44 CONTRACT-040.1d Liquidated Damages – General (Dec 6 2006).....	33
V.45 CONTRACT-045.1 Insurance - General (Dec 12 2006)	33
V.46 CONTRACT-051.1 Notice (Dec 2006)	34
V.47 CONTRACT-052.1 Right to Know Law (Feb 2010)	34

PART I - GENERAL INFORMATION

PART I - GENERAL INFORMATION

I.1 IFB-001.1 Purpose (Oct 2006)

The Commonwealth of Pennsylvania (Commonwealth) is issuing this Invitation for Bids (IFB) to meet the needs of DEPARTMENT OF TRANSPORTATION to satisfy a need for **Electrical Services Dist 6-0** .

I.2 IFB-005.1 Type of Contract (Oct. 2006)

If the Issuing Office enters into a contract as a result of this IFB, it will be a Established Price Contract contract containing the Contract Terms and Conditions as shown in Part V of this IFB.

I.3 IFB-008.1A Pre-bid Conference (Oct. 2006)

The Issuing Office will hold a pre-bid conference. The purpose of this conference is to provide opportunity for clarification of the IFB. Bidders should forward all questions before the pre-bid conference. Bidders may also ask questions at the conference. In view of the limited facilities available for the conference, Bidders should limit their representation to two individuals per Bidder. The pre-bid conference is for information only. Any answers furnished during the conference will not be official until they have been verified, in writing, by the Issuing Office. Attendance at the pre-bid conference is optional. The pre-bid conference will be held on 08/15/2012 at 7000 GEERDES BLVD, KING OF PRUSSIA, PA 19406-1525, 11:00AM .

I.4 IFB-009.1 Questions (February 2012)

All questions regarding the IFB must be submitted in writing to the email address of the Issuing Officer provided in the solicitation. While there is no set timeline for the submittal of questions, questions received within 48 hours prior to the bid due date and time will be answered at the discretion of the Commonwealth. All questions received will be answered, in writing, and such responses shall be posted to eMarketplace as an addendum to the IFB. The Issuing Officer shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the IFB or formally issued as an addendum by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or of the solicitation.

I.5 IFB-010.1 Addenda to the IFB (Oct. 2006)

If the Issuing Office deems it necessary to revise any part of this IFB before the bid response date, the Issuing Office will post an addendum to its website at WWW.EMARKETPLACE.STATE.PA.US it is the Bidder's responsibility to periodically check the website for any new information or addenda to the IFB.

I.6 IFB-011.1B Submission of Bids – Electronic Submittal (May 2011)

- a. Bids are requested for the item(s) described in the Invitation For Bids and all the documents referenced in the form (collectively called the IFB). Bidders must submit their bids through the Commonwealth's electronic system (SRM).

b. It is the responsibility of each bidder to ensure that its Bid is received through the electronic system prior to the date and time set for the opening of bids ("Bid Opening Time"). No Bid shall be considered if it arrives after the Bid Opening Time, regardless of reason for the late arrival.

Bids that are timely received prior to the Bid Opening Time shall be opened publicly in the presence of one or more witnesses at the time and place designated in this IFB for the Bid opening.

c. 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 IFB Form, it shall be rejected. The Bid shall also be rejected if the items offered by the Bidder are not in conformance with the specifications as determined by the Commonwealth.

d. The Bidder, intending to be legally bound hereby, offers and agrees, if this Bid is accepted, to provide the awarded items at the price(s) set forth in this Bid at the time(s) and place(s) specified.

1.7 IFB-024.1 Bid Protest Procedure (Oct 2006)

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.

b. Time for Filing.

- 1) If a protest is submitted by a prospective bidder, the protest must be filed before bid opening time or proposal receipt date.
- 2) If a protest is filed by a Bidder, the protest must be filed within seven days after the protesting Bidder knew or should have known of the facts giving rise to the protest EXCEPT THAT IN NO EVENT MAY A PROTEST BE FILED LATER THAN SEVEN (7) DAYS AFTER THE DATE THE CONTRACT OR PURCHASE ORDER WAS AWARDED. Date of filing is the date of receipt of protest.
- 3) Untimely filed protests shall be disregarded.

c. Form of Protest.

- 1) A protest must be in writing and filed with the agency head (or designee) of the purchasing agency.
- 2) A protest must state all grounds upon which the protesting party asserts that the solicitation or award was improper. Issues not raised by the protesting party in the protest are deemed waived and may not be raised on appeal.
- 3) The protesting party may submit with the protest any documents or information deemed relevant.

d. **Notice of Protest** If award has been made, the agency head (or designee) shall notify the successful Bidder or contractor of the protest. If the protest is received before award and substantial issues are raised by the protest, all Bidders who appear to have a substantial and reasonable prospect of winning the award shall be notified and

may file their agreement/disagreement with the purchasing agency within three (3) days after receipt of notice of the protest.

- e. **Stay of Procurement.** The head of the purchasing agency (or designee) shall immediately decide, upon receipt of the protest, whether or not the solicitation or award shall be stayed, or if the protest is timely received after the award, whether the performance of the contract should be suspended. The Issuing Office shall not proceed further with the IFB or with the award of the contract, and shall suspend performance under the contract if awarded, unless the agency head of the purchasing agency makes a written determination that the protest is clearly without merit or that award of the contract/purchase order without delay is necessary to protect the substantial interests of the Commonwealth.

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:
- 1) State the reasons for the decision.

- 2) If the protest is denied, inform the protesting party of its right to file an appeal in Commonwealth Court within fifteen (15) days of the mailing date of the decision.
- 3) If it is determined that the solicitation or award was contrary to law, enter an appropriate order.

The agency head (or designee) shall send a copy of the decision to the protesting party and any other person determined by the agency head (or designee) to be affected by the decision.

I.8 IFB-025.1 Electronic Version of this IFB (Oct 2006)

This IFB is being made available by electronic means. If a Bidder electronically accepts the IFB, the Bidder acknowledges and accepts full responsibility to insure that no changes are made to the IFB. In the event of a conflict between a version of the IFB in the Bidder's possession and the Issuing Office's version of the IFB, the Issuing Office's version shall govern.

I.9 IFB-029.1 Prices (Dec 6 2006)

The bid submitted by the successful Bidder will be incorporated into any resulting Contract and the Bidder will be required to provide the awarded item(s) at the prices quoted in its Bid.

I.10 IFB-031.1 Alternates (Nov 2006)

A Bidder who wants to offer an alternate must notify the Issuing Office in writing, at least five (5) days prior to the scheduled Bid opening, that the Bidder intends to offer an alternate in its Bid. An "alternate" is a product that deviates from the requirements of the specifications in its composition, qualities, performance, size dimension, etc. The written notification from the Bidder must include a complete description of the alternate and must identify the product's deviations from the specifications. Upon receipt of the notification, the Issuing Office will determine whether the alternate is acceptable. If the Issuing Office, in its discretion, determines that the alternate is acceptable, the Issuing Office will issue a change notice to the invitation for bids that revises the specifications. If no change notice is issued revising the specification, a Bid offering the alternate will not be considered for award.

I.11 IFB-032.1 New Equipment (Nov 2006)

Unless otherwise specified in this invitation for bids, all products offered by Bidders must be new or remanufactured. A 'new' product is one that will be used first by the Commonwealth after it is manufactured or produced. A 'remanufactured' product is one which: 1) has been rebuilt, using new or used parts, to a condition which meets the original manufacturer's most recent specifications for the item; 2) does not, in the opinion of the Issuing Office, differ in appearance from a new item; and 3) has the same warranty as a new item. Unless otherwise specified in this invitation for bids, used or reconditioned products are not acceptable. This clause shall not be construed to prohibit Bidders from offering products with recycled content, provided the product is new or remanufactured.

I.12 I-IFB-033.1 Modification or Withdrawal of Bid (Nov 2006)

- a. Bid Modification Prior to Bid Opening. Bids may be modified only by written notice or in person prior to the exact hour and date specified for Bid opening.
- 1) If a Bidder intends to modify its Bid by written notice, the notice must specifically identify the Bid to be modified and must be signed by the Bidder. The Bidder must include evidence of authorization for the individual who signed the modification to modify the Bid on behalf of the Bidder. The Bid modification must be received in a sealed envelope. The sealed envelope must identify the assigned Collective Number and the Bid Opening Time, and should state that enclosed in the envelope is a Bid modification
 - 2) If a Bidder intends to modify its Bid in person, the individual who will modify the Bid must arrive in the Bid Opening Room prior to the Bid Opening Time, show a picture identification and provide evidence of his/her authorization to modify the Bid on behalf of the Bidder. If a Bidder intends to modify its Bid in person, the Bidder may do so only in the presence of an agency employee. (The agency employee will observe the actions taken by the individual to modify the Bid, but will not read the Bid or the modification).
- b. Bid Withdrawal Prior to Bid Opening. Bids may be withdrawn only by written notice or in person prior to the exact hour and date specified for Bid opening.
- 1) If a Bidder intends to withdraw its Bid by written notice, the notice shall specifically identify the Bid to be withdrawn and shall be signed by the Bidder. The Bidder must include evidence of authorization for the individual who signed the bid withdrawal to withdraw the bid on behalf of the Bidder. Except as provided in Subparagraph c, below, bid withdrawals received after the exact hour and date specified for the receipt of Bids shall not be accepted.
 - 2) If a Bidder intends to withdraw its Bid in person, the individual who will withdraw the Bid must arrive in the Bid Opening Room prior to the Bid Opening Time, show a picture identification and provide evidence of his/her authorization to withdraw the Bid on behalf of the Bidder.
- c. Bid Withdrawal After Bid Opening. Bidders are permitted to withdraw erroneous Bids after Bid opening only if the following conditions are met:
- 1) The Bidder submits a written request for withdrawal.
 - 2) The Bidder presents credible evidence with the request that the reason for the lower Bid price was a clerical mistake as opposed to a judgment mistake and was actually due to an unintentional arithmetical error or an unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the Bid.
 - 3) The request for relief and supporting evidence must be received by the Issuing Office within three (3) business days after Bid opening, but before award of the contract.
 - 4) The Issuing Office shall not permit a Bid withdrawal if the Bid withdrawal 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.
 - 5) If a Bidder is permitted to withdraw its Bid, the Bidder cannot supply any material or labor or perform any subcontract or other work agreement for the awarded contractor, without the written approval of the Issuing

Office.

- d. Firm Bid. Except as provided above, a Bid may not be modified, withdrawn, or cancelled by any Bidder for a period of sixty (60) days following the time and date designated for Bid opening, unless otherwise specified by the Bidder in its Bid. If the lowest responsible Bidder, as determined by the Issuing Office, withdraws its Bid prior to the expiration of the award period or fails to comply with the requirements set forth in the IFB including but not limited to any requirement to submit performance or payment bonds or insurance certificates within the required time period, the Bidder shall be liable to the Commonwealth for all costs and damages associated with the re-award or re-bid including the difference between the Bidder's price and the actual cost that the Commonwealth pays for the awarded items.
- e. Clarification and Additional Information. After the receipt of Bids, the Issuing Office shall have the right to contact Bidders for the purpose of seeking:
 - 1) Clarification of the Bid which confirms the Issuing Office's understanding of statements or information in the Bid or;
 - 2) Additional information on the items offered; provided the IFB does not require the rejection of the Bid for failure to include such information.

I.13 I-IFB-034.1 Rejection of Bids (Nov 2006)

The Issuing Office 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.

PART II - REQUIREMENTS

PART II - REQUIREMENTS

II.1 II-IFB-008.1b Lobbying Certification and Disclosure – Electronic Submission. (Oct 2006).

With respect to an award of a federal contract, grant, or cooperative agreement exceeding \$100,000 or an award of a federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000 all recipients must certify that they will not use federal funds for lobbying and must disclose the use of non-federal funds for lobbying by filing required documentation. Offerors must complete and return the Lobbying Certification Form and the Disclosure of Lobbying Activities Form, which are attached to and made a part of this IFB. The completed and signed Lobbying Certification Form and the Disclosure of Lobbying Activities Form should be submitted with the Bid Response. Commonwealth agencies will not contract with outside firms or individuals to perform lobbying services, regardless of the source of funds.

II.2 II-IFB-016.1 Post-Submission Descriptive Literature (Dec 2006)

The Commonwealth may, during its evaluation of the bids, require any bidder to submit cuts, illustrations, drawings, prints, test data sheets, specification sheets and brochures which detail construction features, design, components, materials used, applicable dimensions and any other pertinent information which the Issuing Office may require in order to evaluate the product(s) offered. The required information must be submitted within two (2) business days after notification from the Issuing Office. Failure to submit the required information prior to the expiration of the second business day after notification shall result in the rejection of the bid as non-responsive.

PART III - SELECTION CRITERIA

PART III - SELECTION CRITERIA

III.1 III-IFB-001.1a Mandatory Responsiveness Requirements (Oct 2006)

To be eligible for selection, a bid must be:

- a. Timely received from a Bidder;
- b. Properly signed by the Bidder.

III.2 III-IFB-006.1a Method of Award (February 2012)

It is the intent of the Commonwealth to make a single award of item(s) listed in the IFB to the lowest responsive and responsible bidder. The Commonwealth reserves the right to award by line item if it determines that it is in the best interest of the Commonwealth to do so.

III.3 III-IFB-007.1 Awards (May 2011)

Unless all Bids are rejected, and except as otherwise provided by law, award will be made through the issuance of a contract/purchase order in accordance with the method of award. Unless otherwise specified by the Issuing Office in the IFB form the Commonwealth reserves the right to award by item or on a total Bid basis, whichever is deemed more advantageous to the Commonwealth. In cases of discrepancies in prices, the unit price will be binding unless the unit price is obviously in error and the extended price is obviously correct, in which case the erroneous unit price will be corrected. As a condition for receipt of award of a contract/purchase order, the Bidder must be registered in the Commonwealth of Pennsylvania's Vendor Master file. In order to register, bidders must visit the Pa Supplier Portal at <https://www.pasupplierportal.state.pa.us/> or call the Customer Support Center at 877-435-7363 or 717-346-2676.

III.4 III-IFB-008.1 Tie Bids (Nov 2006)

All tie bids will be broken by the Issuing Office.

III.5 III-IFB-009.1 Prompt Payment Discounts (Nov 2006)

Prompt payment discounts will not be considered in making an award. If prompt payment discounts are offered by any Bidder, however, the Issuing Office will take advantage of such offer.

III.6 III-IFB-010.1 Option for Separate Competitive Bidding Procedure (Nov 2006)

The Commonwealth reserves the right to purchase products or services covered under this Contract through a separate competitive bidding procedure, whenever Commonwealth deems it in the best interest of the Commonwealth. The right will generally be exercised only when a specific need for a large quantity of the product or service exists or when the price offered is significantly lower than the Contract price.

PART IV - WORK STATEMENT

PART IV - WORK STATEMENT

IV.1 IFB-001.1b Statement of Work (Nov 2006)

The Commonwealth is seeking bids to procure the services set forth in the attached document entitled "Statement of Work."

PART V - CONTRACT TERMS and CONDITIONS

PART V - CONTRACT TERMS and CONDITIONS

V.1 CONTRACT-001.1b Contract Terms and Conditions (Nov 30, 2006)

The Contract with the awarded bidder (who shall become the "Contractor") shall include the following terms and conditions:

V.2 CONTRACT-002.1b Term of Contract – PO (May 2011)

The term of the Contract created by the issuance of the Purchase Order shall commence on the Issue Date printed on the Purchase Order after the Purchase Order has been fully executed by the Commonwealth (signed and approved as required by Commonwealth contracting procedures and sent to the Contractor). If the Purchase Order output form does not have "Fully Executed" at the top of the first page, does not have a printed date in the "Issue Date" box and does not have the name of the Purchasing Agent printed in the appropriate box, the Purchase Order has not been fully executed. Subject to the other provisions of the Contract, the Contract shall end on the later of: a) complete delivery and acceptance of the awarded item(s); b) the expiration of any specified warranty and maintenance period; c) payment by the Commonwealth for the item(s) received; or d) any Expiration Date identified in the Purchase Order.

V.3 CONTRACT-002.2b Renewal of Contract Term – Mutual (Nov 30 2006)

The Contract may be mutually renewed for a maximum of 1 additional 1 year term(s), so long as the Commonwealth provides written notice to Contractor of its intention to extend the Contract by letter dated not less than 060 days prior to the expiration of the term of the agreement, or any extension thereof, and the Contractor consents to the renewal not less than 030 days prior to the expiration of the term of the agreement or any extension thereof. The renewal may be exercised as individual or multiple year terms(s). Any renewal will be under same terms, covenants and conditions. No further document is required to be executed to renew the term of the contract.

V.4 CONTRACT-002.2f Renewal of Contract Term; Adjusted Prices – Index Based (Nov 30 2006)

The Contract may be renewed for a maximum of 1 additional 1 year term(s), so long as Commonwealth provides written notice to Contractor of its intention to extend the Contract by letter prior to the expiration of the term of the agreement, or any extension thereof. The Commonwealth may exercise the renewal as individual year or multiple year term(s). Any renewal will be under same terms, covenants and conditions, provided, however, that the rates under the contract will be adjusted to reflect inflation by applying the BUREAU OF LABOR STATISTICS based on the month in which the Contract became effective. No further document is required to be executed to renew the term of the contract.

V.5 CONTRACT-002.3 Extension of Contract Term (Nov 30 2006)

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

V.6 CONTRACT-003.1c Signatures - PO (February 2012)

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

The Purchase Order will not include an "ink" signature by the Commonwealth. The electronically-printed name of the Purchasing Agent represents the signature of that individual who has the authority, on behalf of the Commonwealth, to bind the Commonwealth to the terms of the Contract. If the Purchase Order output form does not have "Fully Executed" at the top of the first page and does not have the name of the Purchasing Agent printed in the appropriate box, the Contract has not been fully executed.

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

The Commonwealth and the Contractor specifically agree as follows:

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

V.7 CONTRACT-004.1a Definitions (Dec 12 2006)

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

- a. Agency The department, board, commission or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this contract, that entity shall also be identified as "Agency".
- b. Contracting Officer The person authorized to administer this Contract for the Commonwealth and to make

written determinations with respect to the Contract.

- c. Days Unless specifically indicated otherwise, days mean calendar days.
- d. Developed Works or Developed Materials All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other tangible material without limitation authored or prepared by Contractor as the work product covered in the scope of work for the Project.
- e. Documentation All materials required to support and convey information about the services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.
- f. Services All Contractor activity necessary to satisfy the Contract.

V.8 CONTRACT-006.1 Independent Prime Contractor (Oct 2006)

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

V.9 CONTRACT-007.01b Delivery of Services (Nov 30 2006)

The Contractor shall proceed with all due diligence in the performance of the services with qualified personnel, in accordance with the completion criteria set forth in the Contract.

V.10 CONTRACT-008.1a Warranty. (Oct 2006)

The Contractor warrants that all items furnished and all services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials. Unless otherwise stated in the Contract, all items are warranted for a period of one year following delivery by the Contractor and acceptance by the Commonwealth. The Contractor shall repair, replace or otherwise correct any problem with the delivered item. When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to the Commonwealth.

V.11 CONTRACT-009.1c Patent, Copyright, and Trademark Indemnity (Oct 2006)

The Contractor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of the Contract which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report document or other material provided to the Commonwealth under the contract.

The Contractor shall defend any suit or proceeding brought against the Commonwealth on account of any alleged

patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of the Contract.

This is upon condition that the Commonwealth shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same.

As principles of governmental or public law are involved, the Commonwealth may participate in or choose to conduct, in its sole discretion, the defense of any such action.

If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization.

The Contractor shall indemnify and hold the Commonwealth harmless from all damages, costs, and expenses, including attorney's fees that the Contractor or the Commonwealth may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of the Contract.

If any of the products provided by the Contractor in such suit or proceeding are held to constitute infringement and the use is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-infringement equal performance products or modify them so that they are no longer infringing.

If the Contractor is unable to do any of the preceding, the Contractor agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of the Commonwealth, only those items of equipment or software which are held to be infringing, and to pay the Commonwealth: 1) any amounts paid by the Commonwealth towards the purchase of the product, less straight line depreciation; 2) any license fee paid by the Commonwealth for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance paid for. The obligations of the Contractor under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of the Contractor without its written consent.

V.12 CONTRACT-009.1d Ownership Rights (Oct 2006)

The Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to the Commonwealth as part of the performance of the Contract.

V.13 CONTRACT-010.1a Acceptance (Oct 2006)

No item(s) received by the Commonwealth shall be deemed accepted until the Commonwealth has had a reasonable opportunity to inspect the item(s). Any item(s) which is discovered to be defective or fails to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the item(s) or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. It shall thereupon become the duty of the Contractor to remove rejected item(s) from the premises without expense to the Commonwealth within fifteen (15) days after notification. Rejected item(s) left longer than fifteen (15) days will be regarded as abandoned, and the Commonwealth shall have the right to dispose of them as its own property and shall

retain that portion of the proceeds of any sale which represents the Commonwealth's costs and expenses in regard to the storage and sale of the item(s). Upon notice of rejection, the Contractor shall immediately replace all such rejected item(s) with others conforming to the specifications and which are not defective. If the Contractor fails, neglects or refuses to do so, the Commonwealth shall then have the right to procure a corresponding quantity of such item(s), and deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price stated in the Contract and the cost thereof to the Commonwealth.

V.14 CONTRACT-011.1a Compliance With Law (Oct 2006)

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

V.15 CONTRACT-013.1 Environmental Provisions (Oct 2006)

In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including, but not limited to: the Clean Streams Law Act of June 22, 1937 (P.L. 1987, No. 394), as amended 35 P.S. Section 691.601 et seq.; the Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. Section 6018.101 et seq. ; and the Dam Safety and Encroachment Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended , 32 P.S. Section 693.1.

V.16 CONTRACT-014.1 Post-Consumer Recycled Content (Oct 2006)

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 on the Department of General Services website at www.emarketplace.state.pa.us on the date of submission of the bid, proposal or contract offer.

V.17 CONTRACT-014.3 Recycled Content Enforcement (February 2012)

The Contractor may be required, after delivery of the Contract item(s), to provide the Commonwealth with documentary evidence that the item(s) was in fact produced with the required minimum percentage of post-consumer and recovered material content.

V.18 CONTRACT-015.1 Compensation (Oct 2006)

The Contractor shall be required to furnish the awarded item(s) at the price(s) quoted in the Purchase Order. All item(s) shall be delivered within the time period(s) specified in the Purchase Order. The Contractor shall be compensated only for item(s) that are delivered and accepted by the Commonwealth.

V.19 CONTRACT-015.2 Billing Requirements (February 2012)

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

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

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

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

V.20 CONTRACT-016.1 Payment (Oct 2006)

- a. The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Contract; (b) thirty (30) days after a proper invoice actually is received at the "Bill To" address if a date on which payment is due is not specified in the Contract (a "proper" invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by (a) and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within fifteen (15) days after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications. The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.
- b. The Commonwealth shall have the option of using the Commonwealth purchasing card to make purchases under the Contract or Purchase Order. The Commonwealth's purchasing card is similar to a credit card in that there will be a small fee which the Contractor will be required to pay and the Contractor will receive payment directly from the card issuer rather than the Commonwealth. Any and all fees related to this type of payment are the responsibility of the Contractor. In no case will the Commonwealth allow increases in prices to offset credit card fees paid by the Contractor or any other charges incurred by the Contractor, unless specifically stated in the terms of the Contract or Purchase Order.

V.21 CONTRACT-017.1 Taxes (Dec 5 2006)

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 23-23740001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this paragraph is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

V.22 CONTRACT-018.1 Assignment of Antitrust Claims (Oct 2006)

The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by the Contractor's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of the Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products and services which are the subject of this Contract.

V.23 CONTRACT-019.1 Hold Harmless Provision (Nov 30 2006)

- a. The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, *et seq.*), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.
- b. Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

V.24 CONTRACT-020.1 Audit Provisions (Oct 2006)

The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents and records of the Contractor to the extent that the books, documents and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract. The 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.

V.25 CONTRACT-021.1 Default (Dec 12 2006)

- a. The Commonwealth may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract or any Purchase Order for any of the following reasons:
- 1) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;
 - 2) Failure to perform the work with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the Contract or Purchase Order terms;
 - 3) Unsatisfactory performance of the work;
 - 4) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
 - 5) Improper delivery;
 - 6) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;
 - 7) Delivery of a defective item;
 - 8) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
 - 9) Discontinuance of work without approval;
 - 10) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
 - 11) Insolvency or bankruptcy;
 - 12) Assignment made for the benefit of creditors;
 - 13) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
 - 14) Failure to protect, to repair, or to make good any damage or injury to property;
 - 15) Breach of any provision of the Contract;
 - 16) Failure to comply with representations made in the Contractor's bid/proposal; or

- 17) Failure to comply with applicable industry standards, customs, and practice.
- b. In the event that the Commonwealth terminates this Contract or any Purchase Order in whole or in part as provided in Subparagraph a. above, the Commonwealth may procure, upon such terms and in such manner as it determines, items similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items included within the terminated part of the Contract or Purchase Order.
 - c. If the Contract or a Purchase Order is terminated as provided in Subparagraph a. above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract or Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the Commonwealth against loss.
 - d. The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
 - e. The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.
 - f. Following exhaustion of the Contractor's administrative remedies as set forth in the Contract Controversies Provision of the Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

V.26 CONTRACT-022.1 Force Majeure (Oct 2006)

Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but aren't limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Contractor shall notify the Commonwealth orally within five (5) days and in writing within ten (10) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect to cancel the Contract, cancel the Purchase Order, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Contractor, may suspend all or a portion of the Contract or Purchase Order.

V.27 CONTRACT-023.1a Termination Provisions (Oct 2006)

The Commonwealth has the right to terminate this Contract or any Purchase Order for any of the following reasons. Termination shall be effective upon written notice to the Contractor.

- a. **TERMINATION FOR CONVENIENCE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for its convenience if the Commonwealth determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Contractor be entitled to recover loss of profits.
- b. **NON-APPROPRIATION:** The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract or a Purchase Order. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid for any appropriations available for that purpose.
- c. **TERMINATION FOR CAUSE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for Contractor default under Default Clause upon written notice to the Contractor. The Commonwealth shall also have the right, upon written notice to the Contractor, to terminate the Contract or a Purchase Order for other cause as specified in the Contract or by law. If it is later determined that the Commonwealth erred in terminating the Contract or a Purchase Order for cause, then, at the Commonwealth's discretion, the Contract or Purchase Order shall be deemed to have been terminated for convenience under the Subparagraph a.

V.28 CONTRACT-024.1 Contract Controversies (Oct 2011)

a. In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.

b. If the Contractor or the contracting officer requests mediation and the other party agrees, the contracting officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.

c. Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim,

the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

V.29 CONTRACT-025.1 Assignability and Subcontracting (Oct 2006)

- a. Subject to the terms and conditions of this paragraph, this Contract shall be binding upon the parties and their respective successors and assigns.
- b. The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- c. The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- d. Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.
- e. For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.
- f. Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.
- g. A change of name by the Contractor, following which the Contractor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Contracting Officer written notice of any such change of name.

V.30 CONTRACT-026.1 Other Contractors (Oct 2006)

The Commonwealth may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with other contractors and Commonwealth employees, and coordinate its work with such additional work as may be required. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees. This paragraph shall be included in the Contracts of all contractors with which this Contractor will be required to cooperate. The Commonwealth shall equitably enforce this paragraph as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

V.31 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (Aug 2010)

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.
3. The Contractor and each subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. The Contractor and each subcontractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
5. The Contractor and each subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the contracting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within fifteen (15) days after award of any contract, the Contractor shall be required to complete, sign and submit Form STD -21, the "Initial Contract Compliance Data" form. If the contract is a construction contract, then the Contractor shall be required to complete, sign and submit Form STD -28, the "Monthly Contract Compliance Report for Construction Contractors", each month no later than the 15th of the month following the reporting period beginning with the initial job conference and continuing through the completion of the project. Those contractors who have fewer than five employees or whose employees are all from the same family or who have completed the Form STD -21 within the past 12 months may, within the 15 days, request an exemption from the Form STD -21 submission requirement from the contracting agency.
6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
7. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

V.32 CONTRACT-028.1 Contractor Integrity Provisions (March 2011)

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth procurement process.

In furtherance of this policy, Contractor agrees to the following:

1. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting with the Commonwealth.
2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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:

- a. Approved in writing by the Commonwealth prior to its disclosure; or
- b. Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or
- c. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or

- d. Necessary for purposes of Contractor's internal assessment and review; or
- e. 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
- f. Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain: or
- g. Otherwise required by law.

10. 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:

- a. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- b. Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
 - (1) obtaining;
 - (2) attempting to obtain; or
 - (3) performing a public contract or subcontract.

Contractor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

- c. Violation of federal or state antitrust statutes.
- d. Violation of any federal or state law regulating campaign contributions.
- e. Violation of any federal or state environmental law.
- f. Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
- g. Violation of the *Act of June 2, 1915 (P.L. 736, No. 338)*, known as the *Workers' Compensation Act*, 77 P.S. 1 *et seq.*
- h. Violation of any federal or state law prohibiting discrimination in employment.

- i. Debarment by any agency or department of the federal government or by any other state.
- j. Any other crime involving moral turpitude or business honesty or integrity.

Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause upon such notification or when the Commonwealth otherwise learns that Contractor has been officially notified, charged, or convicted.

11. If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by *Section 1641 of the Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Contractor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:

- a. Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
- b. Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

To obtain a copy of the reporting form, Contractor shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

12. Contractor shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq.*, and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.

13. 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.

14. 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.

15. 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.

16. 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.

17. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph 17.

a. "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.

b. "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.

c. "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.

d. "Financial interest" means:

(1) Ownership of more than a five percent interest in any business; or

(2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

e. "Gratuity" means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b)*, shall apply.

f. "Immediate family" means a spouse and any unemancipated child.

g. "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.

h. "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 committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

V.33 CONTRACT-029.1 Contractor Responsibility Provisions (Nov 2010)

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

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

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472

V.34 CONTRACT-030.1 Americans with Disabilities Act (Oct 2006)

- a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. Section 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. Section 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
- b. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of Subparagraph a. above.

V.35 CONTRACT-032.1 Covenant Against Contingent Fees (Oct 2006)

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

V.36 CONTRACT-033.1 Applicable Law (Oct 2006)

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

V.37 CONTRACT- 034.1b Integration (Nov 30 2006)

This Contract, including the Invitation for Bids, the Contractor's bid, all referenced documents, and any Purchase Order constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

V.38 CONTRACT-034.2b Order of Precedence - IFB (Dec 6 2006)

In the event there is a conflict among the documents comprising this Contract, the Commonwealth and the

Contractor agree on the following order of precedence: the Contract; the IFB; and the Contractor's Bid in Response to the IFB.

V.39 CONTRACT-034.3 Controlling Terms and Conditions (Aug 2011)

The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the Commonwealth. All quotations requested and received from the Contractor are for obtaining firm pricing only. Other terms and conditions or additional terms and conditions included or referenced in the Contractor's quotations, invoices, business forms, or other documentation shall not become part of the parties' agreement and shall be disregarded by the parties, unenforceable by the Contractor and not binding on the Commonwealth.

V.40 CONTRACT-035.1a Changes (Oct 2006)

The Commonwealth reserves the right to make changes at any time during the term of the Contract or any renewals or extensions thereof: 1) to increase or decrease the quantities resulting from variations between any estimated quantities in the Contract and actual quantities; 2) to make changes to the services within the scope of the Contract; 3) to notify the Contractor that the Commonwealth is exercising any Contract renewal or extension option; or 4) to modify the time of performance that does not alter the scope of the Contract to extend the completion date beyond the Expiration Date of the Contract or any renewals or extensions thereof. Any such change shall be made by the Contracting Officer by notifying the Contractor in writing. The change shall be effective as of the date of the change, unless the notification of change specifies a later effective date. Such increases, decreases, changes, or modifications will not invalidate the Contract, nor, if performance security is being furnished in conjunction with the Contract, release the security obligation. The Contractor agrees to provide the service in accordance with the change order. Any dispute by the Contractor in regard to the performance required by any notification of change shall be handled through Contract Controversies Provision.

V.41 CONTRACT-036.1 Background Checks (Feb 2008)

- a. The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth facilities, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.psp.state.pa.us/psp/lib/psp/sp4-164.pdf>. The background check must be conducted prior to initial access and on an annual basis thereafter.
- b. Before the Commonwealth will permit access to the Contractor, the Contractor must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that a Contractor employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this Section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of the Commonwealth may result in the Contractor being deemed in default of its Contract.
- c. The Commonwealth specifically reserves the right of the Commonwealth to conduct background checks over and above that described herein.
- d. Access to certain Capitol Complex buildings and other state office buildings is controlled by means of card readers and secured visitors' entrances. Commonwealth contracted personnel who have regular and routine business in Commonwealth worksites may be issued a photo identification or access badge subject to the requirements of the contracting agency and DGS set forth in Enclosure 3 of Commonwealth Management Directive 625.10 Amended

(January 30, 2008) Card Reader and Emergency Response Access to Certain Capitol Complex Buildings and Other State Office Buildings The requirements, policy and procedures include a processing fee payable by the Contractor for contracted personnel photo identification or access badges.

V.42 CONTRACT-037.1a Confidentiality (February 2012)

a. The Contractor agrees to guard the confidentiality of the Commonwealth's confidential information with the same diligence with which it guards its own proprietary information. If the Contractor needs to disclose all or part of project materials to third parties to assist in the work or service performed for the Commonwealth, it may do so only if such third parties sign agreements containing substantially the same provisions as contained in this Section. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed to be confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party. The parties agree that such confidential information shall not be copied, in whole or in part, except when essential for authorized use under this Contract. Each copy of such confidential information shall be marked by the party making the copy with all confidentiality notices appearing in the original. Upon termination or cancellation of this Contract or any license granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only. Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this Contract, and at the discretion of the non-breaching party, result in termination for default.

b. The obligations stated in this Section do not apply to information:

- (1) already known to the recipient at the time of disclosure other than through the contractual relationship;
- (2) independently generated by the recipient and not derived from the information supplied by the disclosing party;
- (3) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
- (4) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
- (5) required to be disclosed by the recipient by law, regulation, court order, or other legal process.

c. There shall be no restriction with respect to the use or disclosure of any ideas, concepts, know-how, or data processing techniques developed alone or jointly with the Commonwealth in connection with services provided to the Commonwealth under this Contract.

V.43 CONTRACT-037.2a Sensitive Information (Sept 2009)

The Contractor shall not publish or otherwise disclose, except to the Commonwealth and except matters of public record, any information or data obtained hereunder from private individuals, organizations, or public agencies, in a publication whereby the information or data furnished by or about any particular person or establishment can be identified, except with the consent of such person or establishment. The parties shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a Commonwealth program affected by or benefiting from services under this Contract for any purpose not connected with the parties' Contract responsibilities except with the written consent of such recipient, recipient's attorney, or recipient's parent or

guardian pursuant to applicable state and federal law and regulations.

Contractor will be responsible to remediate any improper disclosure of information. Such remediation may include, but not be limited to, credit monitoring for individuals for whom information has been released and reimbursement of any costs incurred by individuals for whom information has been released. Costs for which Contractor is responsible under this paragraph are not subject to any limitation of liability set out in this Contract or Purchase Order.

V.44 CONTRACT-040.1d Liquidated Damages – General (Dec 6 2006)

If any item is not delivered or performed within the contract specified time limits, the delay will interfere with the proper implementation of the Commonwealth's programs and utilizing the item, to the loss and damage of the Commonwealth. From the nature of the case it would be impractical and extremely difficult to fix the actual damage sustained in the event of any such action. The Commonwealth and the Contractor, therefore, presume that in the event of any such delay the amount of damage which will be sustained from a delay will be \$ 250.00 per day per item, and they agree that in the event of any such delay, the Contractor shall pay such amount as liquidated damages and not as a penalty. The Commonwealth, at its option, for amounts due the Commonwealth as liquidated damages, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item. The Commonwealth shall notify the Contractor in writing of any claims for liquidated damages pursuant to this paragraph before the date the Commonwealth deducts such sums from money payable to the Contractor. Delivery of an item, which is rejected by the Commonwealth, shall not toll the running of the days for purposes of determining the amount of liquidated damages.

V.45 CONTRACT-045.1 Insurance - General (Dec 12 2006)

The Contractor is required to have in place during the term of the Contract and any renewals or extensions thereof, the following types of insurance, issued by companies acceptable to the Commonwealth and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:

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

- B. **Public Liability and Property Damage Insurance** to protect the Commonwealth, the Contractor, and any and all subcontractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death and damage to property including the loss of use resulting from any property damage, which may arise from the activities performed under the Contract or the failure to perform under the Contract, whether such performance or non-performance be by the Contractor, by any subcontractor, or by anyone directly or indirectly employed by either. The minimum amounts of coverage shall be \$250,000 per person and \$1,000,000 per occurrence for bodily injury, including death, and \$250,000 per person and \$1,000,000 per occurrence for property damage. Such policies shall be occurrence rather than claims-made policies and shall not contain any endorsements or any other form designated to limit and restrict any action by the Commonwealth, as an additional insured, against the insurance coverage in regard to work performed for the Commonwealth.

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

The Commonwealth shall be under no obligation to obtain such certificates from the Contractor(s). Failure by the Commonwealth to obtain the certificates shall not be deemed a waiver of the Contractor's obligation to obtain and

furnish certificates. The Commonwealth shall have the right to inspect the original insurance policies.

V.46 CONTRACT-051.1 Notice (Dec 2006)

Any written notice to any party under this Contract shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to following:

- a. If to the Contractor: the Contractor's address as recorded in the Commonwealth's Supplier Registration system.
- b. If to the Commonwealth: the address of the Issuing Office as set forth on the Contract.

V.47 CONTRACT-052.1 Right to Know Law (Feb 2010)

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

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

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

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

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

e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.

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

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

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

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

REQUEST TO ADVERTISE SOLICITATION: 6100023000

General Information

Department: Procurement
 Date Prepared: 08/03/12 Type: IFB
 Advertisement Type : Service
 Solicitation# : 6100023000 Solicitation Title : 7840601ADE, Electrical Services Dist 6-0

Description : Time and Material, Maintain Electrical Services for Dist 6-0 five story commercial office building and the District Materials Lab Building, single story brick and block building located at Swede Road and Johnson Highway in East Norriton Township.

Department Information

Department/Agency : Transportation Delivery Location : Penn Dot District 6 0 7000 Geerdes Blvd King Of Prussia 19406 1525
 County (if applicable) : Montgomery Duration : This is a one year service with a one year renewal.

Contact Information

First Name : Lawrence Last Name: McCool
 Phone Number : 610-205-6740 Ext: Email : lmccool@pa.gov

Bid Information

Solicitation Start Date: 08/06/12 Solicitation End Date : 09/05/12
 Bid Opening Date : 09/05/12 Bid Opening Time : 11:05 AM
 Bid Opening Location: Penn Dot District 6 0 7000 Geerdes Blvd King Of Prussia 19406 1525
 No. of Flyers: (# of bid versions) 0

Check here if this Solicitation is in SRM www.pasupplierportal.state.pa.us

Amended Date: 08/03/12

Close Window

PennDOT SRM Bid Tabulation Sheet

IFB #: 6100023000

PURCHASER/PHONE: Lawrence J McCool 610-205-6740

IFB NAME: 7840601ADE, Electrical Services Dist 6-0

BID OPENING: September 05, 2012 11:00am

See Vendor Responses on Tabs Below.

**THIS IS NOT INTENDED TO CONSTITUTE A
BINDING CONTRACT NOR WILL
THE COMMONWEALTH BE BOUND IN ANY
MANNER UNTIL A FORMAL WRITTEN
CONTRACT HAS BEEN EXECUTED BY ALL
COMMONWEALTH OFFICIALS**

PennDOT SRM Bid Tabulation Sheet

IFB #: 6100023000
 PURCHASER/PHONE: Lawrence J McCool 610-205-6740
 IFB NAME: 7840601ADE, Electrical Services Dist 6-0
 BID OPENING: September 05, 2012 11:00am

THIS IS NOT INTENDED TO CONSTITUTE A BINDING CONTRACT NOR WILL THE COMMONWEALTH BE BOUND IN ANY MANNER UNTIL A FORMAL WRITTEN CONTRACT HAS BEEN EXECUTED BY ALL COMMONWEALTH OFFICIALS

Line Num	Item Description	Vendor: POWER COOL INC		Unit of Measure	Total Bid Amount:		Remarks
		QUANTITY	Unit Price		Unit Price	Extended Price	
1	FY12 – Journeyman Electrician Regular Business Hours	100	80.00	Hours	80.00	8,000.00	
2	FY12 – Journeyman Electrician Premium and Emergency Working Hours	8	120.00	Hours	120.00	960.00	
3	FY12 – Master Electrician Regular Business Hours	48	100.00	Hours	100.00	4,800.00	
4	FY12 – Master Electrician Premium and Emergency Working Hours	1	150.00	Hours	150.00	150.00	
5	FY12 – Linman Regular Business Hours	1	175.00	Hours	175.00	175.00	
6	FY12 – Linman Premium and Emergency Working Hours	1	275.00	Hours	275.00	275.00	
7	FY13 – Journeyman Electrician Regular Business Hours	50	80.00	Hours	80.00	4,000.00	
8	FY13 – Journeyman Electrician Premium and Emergency Working Hours	1	120.00	Hours	120.00	120.00	
9	FY13 – Master Electrician Regular Business Hours	40	100.00	Hours	100.00	4,000.00	
10	FY13 – Master Electrician Premium and Emergency Working Hours	1	150.00	Hours	150.00	150.00	

IFB #: 6100023000

PURCHASER/PHONE: Lawrence J McCool 610-205-6740

IFB NAME: 7840601ADE, Electrical Services Dist 6-0

BID OPENING: September 05, 2012 11:00am

THIS IS NOT INTENDED TO CONSTITUTE A BINDING CONTRACT NOR WILL THE COMMONWEALTH BE BOUND IN ANY MANNER UNTIL A FORMAL WRITTEN CONTRACT HAS BEEN EXECUTED BY ALL COMMONWEALTH OFFICIALS

Line Num	Item Description	Vendor: POWER COOL INC		Total Bid Amount:		Remarks
		QUANTITY	Unit of Measure	Unit Price	Extended Price	
11	FY13 – Linman Regular Business Hours	1	Hours	175.00	175.00	
12	FY13 – Linman Premium and Emergency Working Hours	1	Hours	275.00	275.00	
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						
31						
32						
33						
34						



CRP CHECK CERTIFICATION FORM

Contractor TIN : *****5805

Contractor Name : POWER COOL INC

**User Performing
CRP Check :** cwopallmccool

Results: No Record(s) Found

CONTRACTOR RESPONSIBILITY CERTIFICATION

I, the undersigned individual, hereby certify the above-referenced contractor has been determined to be a responsible contractor in accordance with the policies and procedures set forth in *Management Directive 215.9, Contractor Responsibility Program*.

I also certify that the contractor has certified in writing that:

- a. neither the contractor nor any subcontractors as defined in Management Directive 215.9, Contractor Responsibility Program are under suspension or debarment by the Commonwealth, the federal government, or any governmental entity, instrumentality, or authority or, if the contractor cannot so certify, it has instead provided a written explanation of why such certification cannot be made; and

- b. the contractor has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

Lawrence Mccool

9/5/2012

Authorizing Signature

Generated Date
