Commonwealth of Pennsylvania
Department of Public Welfare
Division of Procurement
Room 525, Health & Welfare Building
7th & Forster Streets
Harrisburg, PA 17120

Daniel R. Boyd
Director

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

February 23, 2009

Ebroadburl Realty Corporation
DBA Power Equipment Co.
P.O. Box 749
Hainesport, NJ 08036-0749

Dear Vendor:

This is your notification that Contract # 4300138982 has obtained all the necessary Commonwealth approvals. The Department of Public Welfare, DPW Norristown State Hospital, awarded this Contract to Provide Generator and ATS Switches Inspection, Maintenance, and Repair Services for Norristown State Hospital. The term of the Contract shall commence on the Effective Date 02/12/2009 and shall end on the Expiration Date of 12/31/2013 as identified in the Contract, subject to the other provisions of the Contract.

The Effective Date is: a) the date the Contract has been fully executed by the Contractor and by the Commonwealth and has obtained all approvals required by Commonwealth contracting procedures or b) the date referenced in the Contract, whichever is later. The contract shall not be a legally binding contract until after the fully-executed Contract has been sent to the Contractor.

The fully executed Contract does not contain "ink" signatures by the Commonwealth. The Contractor understands and agrees that the receipt of an electronically-printed Contract with the printed name of the Commonwealth purchasing agent constitutes a valid, binding contract with the Commonwealth. The printed name of the purchasing agent on the Contract represents that all approvals required by Commonwealth contracting procedures have been obtained.

The Contractor **may not start** performance until all of the following have occurred: a. the Effective Date has been established and b. the Contractor has received a Purchase Order. The Commonwealth shall not be liable to pay the Contractor for any supply furnished or work performed or expenses incurred before the Effective Date or before the Contractor receives a copy of the fully-executed Contract or before the Contractor has received a Purchase Order. ***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 and receipt of Purchase Order.***

The Commonwealth will issue Purchase Orders against the Contract. These orders constitute the Contractor's authority to make delivery under the Contract. All Purchase Orders received by the Contractor up to and including the expiration date of the Contract are acceptable and must be performed in accordance with the Contract. Contractors are not permitted to accept Purchase Orders, which require performance extended beyond those performances time periods specified in the Contract. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.

Purchase Orders do not include an "ink" signature by the Commonwealth. The electronically-printed name of the purchaser represents the signature of that individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.

Purchase Orders may be issued electronically or through facsimile equipment. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic facsimile transmission of the Purchase Order shall constitute receipt of an order. Orders received by the Contractor after 4:00p.m. will be considered received the following business day.

If you have any questions concerning this contract, please contact Debbie Jones at (610) 313-1025.

Sincerely,

Daniel R. Boyd

Daniel R. Boyd
Director
Division of Procurement

FULLY EXECUTED - REPRINT
Purchase Order No: 4300138982
Original PO Effective Date: **02/12/2009**
PO Issue Date: **02/12/2009**

Your SAP Vendor #: 115031

Supplier Name/Address:
EBROADBURL REALTY CORPORATION
P.O. Box 749
HAINESPORT NJ 08036-0749 US

Supplier Phone Number: 6092677373

Please Deliver To:
DPW-Norristown St Hosp
1001 Sterigere Street
Norristown PA 19401-5397 US

Please Bill To:
Commonwealth of Pennsylvania
DPW Norristown State Hospital 27529
PHHS Comptroller Office
PO Box 2675
Harrisburg, Pennsylvania 17105-2675

Purchasing Agent
Name: Deborah Jones
Phone: 610-313-1025
Fax: 610-313-5779

Payment Terms
NET 30

Purchase Order Description:
2108, FC, Generator/ATS Switches Svs.

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.

Item	Material/Service Desc	Qty	UOM	Delivery Date	Net Price	Price Unit	Total
1	Inspection-Generator/ATS Switches	2.000	Each	01/01/2009	800.00	1	1,600.00
	Item Text Inspection of Generator and ATS Switches to include all labor to perform all Preventive Maintenance (Parts Extra). Agreement Period: Anticipated to begin 1/1/09 through 6/30/09 (Fiscal Year 2008)						
2	Labor	40.000	Hour	01/01/2009	95.00	1	3,800.00
	Item Text Labor for Repairs Per Hour (for additional work on units). Agreement Period: Anticipated to begin 1/1/09 through 6/30/09 (Fiscal Year 2008)						

Information:

Total Amount:
SEE LAST PAGE FOR TOTAL OF ALL ITEMS

Currency: USD

Supplier's Signature _____ **Title** _____

Printed Name _____ **Date** _____

FULLY EXECUTED - REPRINT
Purchase Order No: 4300138982
Original PO Effective Date: **02/12/2009**
PO Issue Date: **02/12/2009**

Supplier Name:
EBROADBURL REALTY CORPORATION

Item	Material/Service Desc	Qty	UOM	Delivery Date	Net Price	Price Unit	Total
3	Repair Parts	1,500.000	Each	01/01/2009	0.98	1	1,470.00
	Item Text Repair parts of $1,500.00 to be supplied at list price less 2% discount. Agreement Period: Anticipated to begin 1/1/09 through 6/30/09 (Fiscal Year 2008)						
4	Inspection-Generator/ATS Switches	4.000	Each	07/01/2009	800.00	1	3,200.00
	Item Text Inspection of Generator and ATS Switches to include all labor to perform all Preventive Maintenance (Parts Extra). Agreement Period: 7/1/09 through 6/30/10 (Fiscal Year 2009)						
5	Labor	80.000	Hour	07/01/2009	105.00	1	8,400.00
	Item Text Labor for Repairs Per Hour (for additional work on units). Agreement Period: 7/1/09 through 6/30/10 (Fiscal Year 2009)						
6	Repair Parts	3,000.000	Each	07/01/2009	0.98	1	2,940.00
	Item Text Repair parts of $3,000.00 to be supplied at list price less 2% discount. Agreement Period: 7/1/09 through 6/30/10 (Fiscal Year 2009)						
7	Inspection-Generator/ATS Switches	4.000	Each	07/01/2010	850.00	1	3,400.00
	Item Text Inspection of Generator and ATS Switches to include all labor to perform all Preventive Maintenance (Parts Extra). Agreement Period: 7/1/10 through 6/30/11 (Fiscal Year 2010)						
8	Labor	80.000	Hour	07/01/2010	115.00	1	9,200.00
	Item Text Labor for Repairs Per Hour (for additional work on units). Agreement Period: 7/1/10 through 6/30/11 (Fiscal Year 2010)						
9	Repair Parts	3,000.000	Each	07/01/2010	0.98	1	2,940.00

Information:

Total Amount:
SEE LAST PAGE FOR TOTAL OF ALL ITEMS

Currency: USD

FULLY EXECUTED - REPRINT
Purchase Order No: 4300138982
Original PO Effective Date: **02/12/2009**
PO Issue Date: **02/12/2009**

Supplier Name:
EBROADBURL REALTY CORPORATION

Item	Material/Service Desc	Qty	UOM	Delivery Date	Net Price	Price Unit	Total
	Item Text Repair parts of $3,000.00 to be supplied at list price less 2% discount. Agreement Period: 7/1/10 through 6/30/11 (Fiscal Year 2010)						
10	Inspection-Generator/ATS Switches	4.000	Each	07/01/2011	850.00	1	3,400.00
	Item Text Inspection of Generator and ATS Switches to include all labor to perform all Preventive Maintenance (Parts Extra). Agreement Period: 7/1/11 through 6/30/12 (Fiscal Year 2011)						
11	Labor	80.000	Hour	07/01/2011	125.00	1	10,000.00
	Item Text Labor for Repairs Per Hour (for additional work on units). Agreement Period: 7/1/11 through 6/30/12 (Fiscal Year 2011)						
12	Repair Parts	3,000.000	Each	07/01/2011	0.98	1	2,940.00
	Item Text Repair parts of $3,000.00 to be supplied at list price less 2% discount. Agreement Period: 7/1/11 through 6/30/12 (Fiscal Year 2011)						
13	Inspection-Generator/ATS Switches	4.000	Each	07/01/2012	850.00	1	3,400.00
	Item Text Inspection of Generator and ATS Switches to include all labor to perform all Preventive Maintenance (Parts Extra). Agreement Period: 7/1/12 through 6/30/13 (Fiscal Year 2012)						
14	Labor	80.000	Hour	07/01/2012	130.00	1	10,400.00
	Item Text Labor for Repairs Per Hour (for additional work on units). Agreement Period: 7/1/12 through 6/30/13 (Fiscal Year 2012)						
15	Repair Parts	3,000.000	Each	07/01/2012	0.98	1	2,940.00

Information:

Total Amount:
SEE LAST PAGE FOR TOTAL OF ALL ITEMS

Currency: USD

FULLY EXECUTED - REPRINT
Purchase Order No: 4300138982
Original PO Effective Date: **02/12/2009**
PO Issue Date: **02/12/2009**

Supplier Name:
EBROADBURL REALTY CORPORATION

Item	Material/Service Desc	Qty	UOM	Delivery Date	Net Price	Price Unit	Total
	Item Text Repair parts of $3,000.00 to be supplied at list price less 2% discount. Agreement Period: 7/1/12 through 6/30/13 (Fiscal Year 2012)						
16	Inspection-Generator/ATS Switches	2.000	Each	07/01/2013	900.00	1	1,800.00
	Item Text Inspection of Generator and ATS Switches to include all labor to perform all Preventive Maintenance (Parts Extra). Agreement Period: 7/1/13 through 12/31/13 (Fiscal Year 2013)						
17	Labor	40.000	Hour	07/01/2013	135.00	1	5,400.00
	Item Text Labor for Repairs Per Hour (for additional work on units). Agreement Period: 7/1/13 through 12/31/13 (Fiscal Year 2013)						
18	Repair Parts	1,500.000	Each	07/01/2013	0.98	1	1,470.00
	Item Text Repair parts of $1,500.00 to be supplied at list price less 2% discount. Agreement Period: 7/1/13 through 12/31/13 (Fiscal Year 2013)						

General Requirements for all Items:

Header Text
Description of Service: Generator and ATS Switches Inspection, Maintenance and Repair Services

Term: Anticipated to begin 1/1/09 through 12/31/13 (5 Years)

Attachments:
1. Statement of Work
2. Standard Terms and Conditions
3. DPW Addendum
4. Reference IFB #6100008056
5. Proof of Visit

No further information for this PO.

Information:

Total Amount: **78,700.00**

Currency: USD

WORK STATEMENT

OBJECTIVE:

The contractor shall perform four (4) yearly visits to complete Preventive Maintenance (PM) and testing of generators and ATS switches at Norristown State Hospital. This will also include one oil change and one radiator flush per unit each year. The contractor will provide Norristown State Hospital with a list of problems and the cost of the repair at the conclusion of each PM visit. Repairs will then be evaluated by the facility with reference to repairs by the contractor.

PHASES:

1. The standby generators, automatic transfer switches and controls are as follows:

Generator	Transfer Switch	Location
15.ORDJF-18R50/1337AA S/N D760122220	LTD60-4/16580E S/N E760132980	Building #51
15.ORDJF-18R50/1337AA S/N D760122218	LTD60-4/16580E S/N E760132975	Building #10
15.ORDJC-18R50/1337AA S/N C760122215	LTD60-4/16580E S/N E760132974	Building #12
15.ORDJF-18R50/1337AA S/N C760122219	LTD60-1/16580E S/N E760132977	Building #1
15.ORDJF-18R50/1337AA S/N C760122217	LTD60-4/16580E S/N E760132979	Building #9
12.ODJC-18R50/1AA S/N C76012211	LTP30-4/16581A S/N E760133025	Building #11
12.ODJC-18R50/1AA S/N C760122212	LTP30-4/16581A S/N E760133026	Building #53
50 KB-15R31/11071S S/N 0275926067	6MT10E-4EHRTU S/N AC3064D	Building #52
15ORDJF-18R50/1337AA S/N C76012223	LTD 60-4-1658OE S/N E760132978	Building #13
UT12700CS-SAT 1224552C1 S/N 86378 CPL 060	Westinghouse Power Breaker SPB100M	Building #60

All generator preventative maintenance and operational testing shall be in accordance with NFPA 110, Standard for Emergency and Standby Power Systems.

Preventative maintenance testing provides a database of future maintenance, system analysis, and equipment modification. These test results, when compared with the results from future periodic maintenance tests, can be indicative of life expectancy and thus provide a continuing monitor or reliability throughout the life of the equipment.

2. During the term of the contract, at no additional cost to Norristown State Hospital, provide emergency assistance service visits herein described. This is for on-site appearance *not* parts or labor.

a. Quantity: One (1) annual visit per contract year per generator for a maximum total of ten (10) prospective visits per contract year.
b. Response Time: Maximum of two (2) hours.

3. Norristown State Hospital Maintenance Department will be responsible for monthly load testing all generator sets to be in compliance with all applicable codes, in addition to Joint Commission (JCAHO) requirements.

BACKGROUND:

Location: Norristown State Hospital, 1001 Sterigere Street, Norristown, PA 19401.

Length of Agreement: The term of this contract is anticipated to begin January 1, 2009 and expire on December 31, 2013 (5 years).

Hours of Operation: It is the intent of Norristown State Hospital to afford access to the equipment to accomplish required preventive maintenance and testing during normal working hours and/or hours as required. Therefore, it is the responsibility of the vendor to submit a proposed schedule to complete all preventive maintenance and testing on the equipment during the quarterly periodic maintenance agreement as herein described: The four (4) yearly visits to complete preventive maintenance and testing of generators and ATS switches are to be conducted during normal working hours (8 a.m. through 4 p.m.).

Site Visit: Included with the bid packet is a Proof of Visit form. All bidders must visit the job site to see the emergency generators and transfer switches in their present state and various locations to accurately evaluate the work required. Contact Cliff Schwartz, Facility Maintenance Manager at 610/313-5463 or 5469 to schedule an appointment. ***A signed proof of visit form must accompany returned bid.***

Payment Provisions: The contractor will be reimbursed only for services accepted by Norristown State Hospital.

The contractor shall be paid upon submission of an invoice on the contractor's letterhead, in triplicate. The invoice shall contain at minimum the Purchase Order #, Invoice Date, Invoice Number, Supplier Name, Supplier Address and Remit to Information, Total Invoice Amount, and PO Line Item Information (i.e., Description, Material #, Quantity and Amount Due.

The invoice is to be mailed to:
Commonwealth of Pennsylvania
DPW Norristown State Hospital 27529
PHHS Comptroller Office
P.O. Box 2675
Harrisburg, PA 17105-2675

A copy of the invoice is also to be mailed to:

Department of Public Welfare
Norristown State Hospital
Attention: Accounting Department, Building #19
1001 Sterigere Street
Norristown, PA 19401

TECHNICAL REQUIREMENTS:

1. Vendor shall be engaged in the maintenance and repair of emergency power control equipment as an authorized Onan Service Distributor, Onan Service Center, and/or Onan Service/Maintenance Dealer.

2. Vendor shall have the ability to provide 24-hour service for emergencies through the vendor's main phone number on record. Answering machines with instructional messages and voice mail *are not* acceptable.

3. Vendor shall presently have a license to conduct business in the Commonwealth of Pennsylvania.

4. Vendor shall have liability insurance coverage exceeding one million dollars.

5. Vendor shall submit satisfactory certification of completion of authorized Onan Factory Training and Technical Training Certification.

6. The Service Technician on site *must* have at least two (2) years experience on all ATS and Onan generators.

7. Vendor shall have all applicable licenses, certificates, etc. available for review by Contract Monitor.

MEASURES:

In order to precisely account for all preventive maintenance and testing activity that occurs within the facility, the vendor shall comply with the following written documentation as herein described:

1. Complete a preventive maintenance/service report order for each piece of equipment maintained. This document must be signed off by the witnessing Maintenance Department staff member on a daily basis.

2. The vendor shall provide a formalized report reflecting each maintenance procedure within thirty (30) days of completion of each preventive maintenance visit. In reference to emergency visits, the vendor shall submit a list with costs of repairs as soon as possible, but no later than three (3) days from the emergency visit date.

GENERAL INFORMATION:

1. No allowances for travel time, vehicle/equipment rental, mileage, or travel expenses are permitted. This is to be considered in determining the labor rate.

2. It shall be understood and agreed that any quantities listed in the proposal are estimated only and may be increased or decreased in accordance with the actual normal requirements of Norristown State Hospital. Norristown State Hospital in accepting any bid or portion thereof, contracts only and agrees to purchase only the services in such quantities as represent the actual requirements of Norristown State Hospital.

3. Award will be made to the qualified bidder submitting the lowest bid in the aggregate. In cases of conflict between unit prices and total, the unit prices will govern the award.

4. Vendor is responsible to supply all staff and equipment necessary to ensure the successful completion of the agreement.

5. Vendor is responsible to carry all necessary insurance and liability coverage to ensure the successful completion of the agreement.

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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 DPW-NORRISTOWN STATE HOSPITAL to satisfy a need for **GENERATOR/ATS SWITCHES INSPECTION/REPAIR SERVICES .**

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-008.1C No Pre-bid Conference (Oct. 2006)

There will be no pre-bid conference for this IFB. If there are any questions, please forward them to the Issuing Office prior to the bid opening date and time.

I.4 IFB-008.2 Mandatory Site Visitation (Oct. 2006)

All bidders, prior to submitting a bid, must visit the site to completely familiarize themselves with all of the agency's needs and requirements. Vendor shall contact CLIFF SCHWARTZ, MAINTENANCE at 610-313-5469 to schedule an appointment to visit the site.

I.5 IFB-009.1 Questions (Nov. 2006)

Any questions concerning conditions and specifications must be directed to the Issuing Office.

I.6 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 it is the Bidder's responsibility to periodically check the website for any new information or addenda to the IFB.

I.7 IFB-011.1B Submission of Bids – Electronic Submittal (Dec 12 2006)

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 in the Bid Opening Room 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.

I.8 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.9 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.10 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.11 IFB-030.1 Approved Equal (Nov 2006)

Whenever an item is defined in this IFB by trade name and catalogue number of a manufacturer or vendor, the term 'or approved equal,' if not inserted therewith shall be implied. Any reference to a particular manufacturer's product either by trade name or by limited description is solely for the purpose of more clearly indicating the minimum standard of quality desired, except where a 'no substitute' is requested. When a 'no substitute' is requested, the Issuing Office will consider Bids for the referenced product only. The term 'or approved equal' is defined as meaning any other make which, in the sole opinion of the Issuing Office, is of such character, quality, and performance equivalence as to meet the standard of quality of products specified for which it is to be used equally as well as that specified. A Bidder quoting on a product other than the referenced product shall: a) furnish complete identification in its Bid of the product it is offering by trade name, brand and/or model number; b) furnish descriptive literature and data with respect to the substitute product it proposes to furnish; and c) indicate any known specification deviations from the referenced product.

I.12 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.13 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.14 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.15 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-012.1 RETURN GOODS POLICY (NOV 2006)

Each bidder must submit a copy of their return goods policy with their bid.

II.3 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.

II.4 II-IFB-017.1b Reciprocal Limitations Act – Electronic Submittal (February 2007)

This procurement is subject to the Reciprocal Limitations Act. Bidders must complete and submit with the Bid Response the State of Manufacture Chart , which is contained in GSPUR-89 ("Reciprocal Limitations Act Requirements") which is attached to and made part of this IFB. The completed State of Manufacture Chart should be submitted as part of the Bid Reponse

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 (Oct 2006)

It is the intent of the Commonwealth to make a single award of item(s) listed in the IFB. 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 (Nov 2006)

Unless all Bids are rejected, and except as otherwise provided by law, award will be made, through the issuance of a Purchase Order, to the lowest responsible and responsive Bidder. 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 lowest responsible and responsive 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.

III.7 III-IFB-014.1 REBATES (Nov 2006)

Any rebate applicable at the time of bid should be taken into consideration by the bidder in calculating its bid price. Bidders must specifically state in their bid proposal, when applicable, that rebates have been considered in arriving at the bid price. Following award, the Commonwealth will assign to the awarded bidder, any rebates which the bidder stated that he took into consideration. If the bidder fails to include such a statement, the Commonwealth will receive the full benefit of the manufacturer's rebate.

PART IV - WORK STATEMENT

PART IV - WORK STATEMENT

IV.1 IFB-001.1a SPECIFICATIONS (Nov 2006)

The Commonwealth is seeking bids to procure the item(s) set forth in the attached document entitled "Specifications."

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 – Stand-Alone PO - Supplies (March 2007)

a. The term of the Contract created by the issuance of the Purchase Order shall begin on the Commencement Date (as defined below) and shall end on end on the later of: 1) complete delivery and acceptance of the awarded item(s); 2) the expiration of any specified warranty and maintenance period; 3) payment by the Commonwealth for the item(s) received; or 4) any Expiration Date identified in the Purchase Order.

b. The Commencement Date shall be the later of the "Issue Date"shown on the Purchase Order output form or the Commencement Date identified in the Purchase Order.

c. The Issue Date shall printed on the Purchase Order output form after the Purchase Order has been fully executed by the Commonwealth (fully executed by the Commonwealth means that it has been signed and approved as required by Commonwealth contracting procedures). 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.

V.3 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.4 CONTRACT-007.01a Supplies Delivery (Nov 30 2006)

All item(s) shall be delivered F.O.B. Destination. The Contractor agrees to bear the risk of loss, injury, or destruction of the item(s) ordered prior to receipt of the items by the Commonwealth. Such loss, injury, or destruction shall not release the Contractor from any contractual obligations. Except as otherwise provided in this contract, all item(s) must be delivered within the time period specified. Time is of the essence and, in addition to any other remedies, the Contract is subject to termination for failure to deliver as specified. Unless otherwise stated in this Contract, delivery must be made within thirty (30) days after the Effective Date.

V.5 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.6 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.7 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.8 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.9 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.10 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.11 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.DGS.STATE.PA.US on the date of submission of the bid, proposal or contract offer.

V.12 CONTRACT-014.3 Enforcement (Oct 2006)

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.13 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.14 CONTRACT-015.2 Billing Requirements (Dec 5 2006)

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.

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.15 CONTRACT-015.3 Invoice Requirement – SAP Purchase Orders (Feb 2007)

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

V.16 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.17 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.18 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.19 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.20 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.21 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.22 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.23 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.24 CONTRACT-024.1 Contract Controversies (Oct 2006)

a. In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum.

b. The contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.

c. Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

V.25 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.26 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.27 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (Oct 2006)

During the term of the Contract, the Contractor agrees as follows:

a. In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under the Contract or any subcontract, the Contractor, subcontractor or any person acting on behalf of the Contractor or subcontractor shall not by reason of gender, race, creed, or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

b. 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.

c. The Contractor and any subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

d. The Contractor 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.

e. The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the contracting officer and the Department of General Services' Bureau of Contract Administration and Business Development for purposes of investigation to ascertain compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting officer or the Bureau of Contract Administration and Business Development.

f. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.

g. 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.28 CONTRACT-028.1 Contractor Integrity Provisions (Oct 2006)

a. For purposes of this clause only, the words "confidential information," "consent," "contractor," "financial interest," and "gratuity" shall have the following definitions.

1) **Confidential information** means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth.

2) **Consent** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this agreement.

3) **Contractor** means the individual or entity that has entered into the Contract with the Commonwealth, including directors, officers, partners, managers, key employees and owners of more than a five percent interest.

4) **Financial interest** means:

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

b) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.

5) **Gratuity** means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

b. The Contractor shall maintain the highest standards of integrity in the performance of the Contract and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.

c. The Contractor shall not disclose to others any confidential information gained by virtue of the Contract.

d. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, 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 officer or employee of the Commonwealth.

e. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Commonwealth.

f. Except with the consent of the Commonwealth, neither the Contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under the Contract except as provided therein.

g. Except with the consent of the Commonwealth, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.

h. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.

i. The Contractor, by execution of the Contract and by the submission of any bills or invoices for payment pursuant thereto, certifies, and represents that he or she has not violated any of these provisions.

j. The Contractor, upon the inquiry or request of the Inspector General of the Commonwealth or any of that official's agents or representatives, 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 the Contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents or files of any type or form which refers to or concern the Contract. Such information shall be retained by the Contractor for a period of three years beyond the termination of the Contract unless otherwise provided by law.

k. For violation of any of the above provisions, the Commonwealth may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another Contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse 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.

V.29 CONTRACT-029.1 Contractor Responsibility Provisions (Oct 2006)

a. The Contractor certifies, for itself and all its subcontractors, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any subcontractors, nor any suppliers 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, a written explanation of why such certification cannot be made.

b. The Contractor also certifies, that as of the date of its execution of this Bid/Contract, it has no tax liabilities or other Commonwealth obligations.

c. 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 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.

d. 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.

e. 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, which 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.

f. 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
FAX No. (717) 787-9138

V.30 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.31 CONTRACT-031.1 Hazardous Substances (Oct 2006)

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

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

1) Hazardous substances:

a) The chemical name or common name,

b) A hazard warning, and

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

2) Hazardous mixtures:

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

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

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

d) A hazard warning, and

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

3) Single chemicals:

a) The chemical name or the common name,

b) A hazard warning, if appropriate, and

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

4) Chemical Mixtures:

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

b) A hazard warning, if appropriate,

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

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

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

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

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

· NFPA 704, Identification of the Fire Hazards of Materials.

· National Paint and Coatings Association: Hazardous Materials Identification System.

· American Society for Testing and Materials, Safety Alert Pictorial Chart.

· American National Standard Institute, Inc., for the Precautionary Labeling of Hazardous Industrial Chemicals.

Labels must be legible and prominently affixed to and displayed on the product and the carton, container, or package so that employees can easily identify the substance or mixture present therein.

b. Material Safety Data Sheet. The contractor shall provide Material Safety Data Sheets (MSDS) with the information required by the Act and the regulations for each hazardous substance or hazardous mixture. The Commonwealth must be provided an appropriate MSDS with the initial shipment and with the first shipment after an MSDS is updated or product changed. For any other chemical, the contractor shall provide an appropriate MSDS, if the manufacturer, importer, or supplier produces or possesses the MSDS. The contractor shall also notify the Commonwealth when a substance or mixture is subject to the provisions of the Act. Material Safety Data Sheets may be attached to the carton, container, or package mailed to the Commonwealth at the time of shipment.

V.32 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.33 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.34 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.35 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.36 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.37 CONTRACT-037.1b Confidentiality (Oct 2006)

The Contractor agrees to protect the confidentiality of the Commonwealth's information. 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 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.

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

i. already known to the recipient at the time of disclosure;

ii. independently generated by the recipient and not derived from the information supplied by the isclosing party;

iii. 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;

iv. disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or

v. required to be disclosed by the recipient by law, regulation, court order, or other legal process.

V.38 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.39 CONTRACT-046.1 Manufacturer's Price Reduction (Oct 2006)

If, prior to the delivery of the awarded item(s) by the Contractor, a price reduction is announced by the original equipment manufacturer, a comparative price reduction will be given to the Commonwealth by the Contractor.

V.40 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.

Contract Provisions - Right to Know Law

a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, applies to this Contract.

b. Unless the Contractor provides the Commonwealth, in writing, with the name and contact information of another person, the agency shall notify the Contractor using the Contractor information provided by the Contractor in SRM [***or*** "the legal contact information provided in this Contract"] if the agency needs the Contractor's assistance in any matter arising out of the Right to Know Law. The Contractor shall notify the agency in writing of any change in the name or the contact information within a reasonable time prior to the change.

c. Upon notification to the Contractor that the Commonwealth has received a request for records under the RTKL, the Contractor shall fully assist the Commonwealth in responding to the request. Such assistance shall include providing the Commonwealth within three (3) days, access to, and copies of, any document or information arising out of the Contract in the Contractor's possession that the Commonwealth deems a Public Record ("Requested Information") and providing such other assistance as the Commonwealth may request in order to comply with the RTKL. If the Contractor is unable to provide the Requested Information within three (3) days for one of the reasons specified in the RTKL, the Contractor must immediately notify the Commonwealth that it will need up to an additional twenty-five (25) days, and must provide in writing the reason the additional time is needed. If the Contractor fails to provide the Requested Information to the Commonwealth within the period specified in this provision, the failure shall be considered an event of default and the Contractor shall pay, indemnify and hold the Commonwealth harmless for any damages, penalties, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure. If the Office of Open Records or the Pennsylvania Courts determines that a record in the possession of the Contractor is a public record, liquidated damages of $500 per day will be assessed for each calendar day beyond the date the Contractor was required to provide the record.

d. The Commonwealth's determination as to whether the Requested Information is a public record is dispositive of the question as between the parties. Contractor agrees not to challenge the Commonwealth's decision to deem the Requested Information a Public Record. If the Contractor considers the Requested Information to be a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, the Contractor will immediately notify the Commonwealth, and will provide a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL within five (5) days. If, upon review of the Contractor's written statement, the Commonwealth still decides to provide the Requested Information, Contractor will not challenge or in any way hold liable the Commonwealth for such a decision.

e. The Commonwealth will reimburse the Contractor for any costs associated with complying with this provision 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.

f. Contractor agrees to abide by any decision to release a record to the public made by the Office of Open Records, or by the Pennsylvania Courts. 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. 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.

DPW Addendum to Standard Contract Terms and Conditions

A. APPLICABILITY

This Addendum is intended to supplement the Standard Terms and Conditions. To the extent any of the terms contained herein conflict with terms contained in the Standard Contract Terms and Conditions, the terms in the Standard Contract Terms and Conditions shall take precedence. Further, it is recognized that certain terms contained herein may not be applicable to all the services which may be provided through Department contracts.

B. CONFIDENTIALITY

The parties shall not use or disclose any information about a recipient of the services to be provided under this contract for any purpose not connected with the parties' contract responsibilities except with written consent of such recipient, recipient's attorney, or recipient's parent or legal guardian.

C. INFORMATION

During the period of this contract, all information obtained by the Contractor through work on the project will be made available to the Department immediately upon demand. If requested, the Contractor shall deliver to the Department background material prepared or obtained by the Contractor incident to the performance of this agreement. Background material is defined as original work, papers, notes and drafts prepared by the Contractor to support the data and conclusions in final reports, and includes completed questionnaires, materials in electronic data processing form, computer programs, other printed materials, pamphlets, maps, drawings and all data directly related to the services being rendered.

D. CERTIFICATION AND LICENSING

Contractor agrees to obtain all licenses, certifications and permits from Federal, State and Local authorities permitting it to carry on its activities under this contract.

E. PROGRAM SERVICES

Definitions of service, eligibility of recipients of service and other limitations in this contract are subject to modification by amendments to Federal, State and Local laws, regulations and program requirements without further notice to the Contractor hereunder.

F. CHILD PROTECTIVE SERVICE LAWS

In the event that the contract calls for services to minors, the contractor shall comply with the provisions of the Child Protective Services Law (Act of November 26, 1975, P.L. 438, No. 124; 23 P.S. SS 6301-6384, as amended by Act of July 1, 1985, P.L. 124, No. 33) and all

regulations promulgated thereunder (55 Pa. Code, chapter 3490).

G. **PRO-CHILDREN ACT OF 1994**

The Contractor agrees to comply with the requirements of the Pro-Children Act of 1994; Public Law 103-277, Part C-Environment Tobacco Smoke (also known as the Pro-Children Act of 1994) requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health care services, day care and education to children under the age of 18, if the services are funded by Federal programs whether directly or through State and Local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for impatient drug and alcohol treatment.

H. **MEDICARE/MEDICAID REIMBURSEMENT**

1. To the extent that services are furnished by contractors, subcontractors, or organizations related to the contractor/subcontractor and such services may in whole or in part be claimed by the Commonwealth for Medicare/Medicaid reimbursements, contractor/subcontractor agrees to comply with 42 C.F.R.,Part 420, including:

a. Preservation of books, documents and records until the expiration of four (4) years after the services are furnished under the contract.

b. Full and free access to (i) the Commonwealth, (ii) the U.S. Comptroller General, (iii) the U.S. Department of Health and Human Services, and their authorized representatives.

2. Your signature on the proposal certifies under penalty of law that you have not been suspended/terminated from the Medicare/Medicaid Program and will notify the contracting DPW Facility or DPW Program Office immediately should a suspension/termination occur during the contract period.

I. **TRAVEL AND PER DIEM EXPENSES**

Contractor shall not be allowed or paid travel or per diem expenses except as provided for in Contractor's Budget and included in the contract amount. Any reimbursement to the Contractor for travel, lodging or meals under this contract shall be at or below state rates as provided in Rider R, Commonwealth Travel Rates, attached hereto and incorporated herein, unless the Contractor has higher rates which have been established by its offices/officials, and published prior to entering into this contract. Higher rates must be supported by a copy of the minutes or other official documents, and submitted to the Department. Documentation in support of travel and per diem expenses will be the same as required of state employees.

J. **INSURANCE**

1. The contractor shall accept full responsibility for the payment of premiums for Workers' Compensation, Unemployment Compensation, Social Security, and all income tax deductions required by law for its employees who are performing services under this contract. As required by law, an independent contractor is responsible for Malpractice Insurance for health care

personnel. Contractor shall provide insurance Policy Number and Provider" Name, or a copy of the policy with all renewals for the entire contract period.

2. The contractor shall, at its expense, procure and maintain during the term of the contract, the following types of insurance, issued by companies acceptable to the Department 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 claim for damages for personal injury (including bodily injury), sickness or disease, accidental death and damage to property, including loss of use resulting from any property damage, which may arise from the activities performed under this contract or the failure to perform under this contract whether such performance or nonperformance be by the contractor, by any subcontractor, or by anyone directly or indirectly employed by either. The limits of such insurance shall be in an amount not less than $500,000 each person and $2,000,000 each occurrence, personal injury and property damage combined. Such policies shall be occurrence rather than claims-made policies and shall name the Commonwealth of Pennsylvania as an additional insured. The insurance shall not contain any endorsements or any other form designated to limit or 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 during the term of the contract, the Contractor shall provide the Department with current certificates of insurance. These certificates shall contain a provision that the coverages afforded under the policies will not be cancelled or changed until at least thirty (30) days' written notice has been given to the Department.

K. PROPERTY AND SUPPLIES

1. Contractor agrees to obtain all supplies and equipment for use in the performance of this contract at the lowest practicable cost and to purchase by means of competitive bidding whenever required by law.

2. Title to all property furnished in-kind by the Department shall remain with the Department.

3. Contractor has title to all personal property acquired by the contractor, including purchase by lease/purchase agreement, for which the contractor is to be reimbursed under this contract. Upon cancellation or termination of this contract, disposition of such purchased personal property which has a remaining useful life shall be made in accordance with the following provisions.

a. The contractor and the Department may agree to transfer any item of such purchased property to another contractor designated by the Department. Cost of transportation shall be born by the contractor receiving the property and will be reimbursed by the Department. Title to all transferred property shall vest in the designated contractor. The Department will reimburse the Contractor for its share, if any, of the value of the remaining life of the property in the same manner as provided under subclause b of this paragraph.

b. If the contractor wishes to retain any items of such purchased property, depreciation tables shall be used to ascertain the value of the remaining useful life of the property. The contractor shall reimburse the Department in the amount determined from the tables.

c. When authorized by the Department in writing, the contractor may sell the property and reimburse the Department for its share. The Department reserves the right to fix the minimum sale price it will accept.

4. All property furnished by the Department or personal property acquired by the contractor, including purchase by lease-purchase contract, for which the contractor is to be reimbursed under this contract shall be deemed "Department Property" for the purposes of subsection 5, 6 and 7 of this section.

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

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

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

L. DISASTERS

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

M. SUSPENSION OR DEBARMENT

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

N. COVENANT AGAINST CONTINGENT FEES

The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee (excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business). For breach or violation of this warranty, the Department shall have the right to annul this contract without liability or, in its discretion, to deduct from the consideration otherwise due under the contract, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

O. CONTRACTOR'S CONFLICT OF INTEREST

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

P. INTEREST OF THE COMMONWEALTH AND OTHERS

No officer, member or employee of the Commonwealth and no member of its General Assembly, who exercises any functions or responsibilities under this contract, shall participate in any decision relating to this contract which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such officer, member or employee of the Commonwealth or member of its General Assembly have interest, direct or indirect, in this contract or the proceeds thereof.

Q. CONTRACTOR RESPONSIBILITY TO EMPLOY WELFARE CLIENTS
(Applicable to contracts $25,000 or more)

1. The successful contractor, within 10 days of receiving the notice to proceed, shall contact the Employment Unit Coordinator in the County Assistance Office in the county where the contractor delivers the service to present, for review and approval, contractor's plan for recruiting and hiring of public assistance recipients for employment under this contract. Contractors which provide services through the contract to more than one county shall present their plan for review and approval to the Central Office of Employment and Training. Such plan shall be submitted on Form PA 778. A copy of the contractor's approved plan shall be returned with 30 days of notice to proceed to the initiating office/facility.

2. Pursuant to the approved plan, the contractor shall make a good faith effort to fill at least 25% of the new or vacant jobs created under this contract with qualified recipients referred by the County Assistance Office Employment Unit Coordinator.

3. Hiring under the approved plan shall be verified by Quarterly Contract Reports on Form PA 1540 to the Employment Unit Coordinator or to the Central Office of Employment and Training for plans covering more than one county. Such reports shall be made in the format approved by the Department.

4. The Department may cancel this contract upon thirty (30) days written notice in the event of contractor's failure to implement or abide by an approved plan.

R. TUBERCULOSIS CONTROL

As recommended by the Centers for Disease Control and the Occupational Safety and Health Administration, effective August 9, 1996, in all State Mental Health and Mental Retardation Facilities, all full-time and part-time employees (temporary and permanent), including contract service providers, having direct patient contact or providing service in patient care areas, are to be tested serially with PPD by Mantoux skin tests. PPD testing will be provided free of charge from the state MH/MR facility. If the contract service provider has written proof of a PPD by

Mantoux method within the last six months, the MH/MR facility will accept this documentation in lieu of administration of a repeat test. In addition, documented results of a PPD by Mantoux method will be accepted by the MH/MR facility. In the event that a contractor is unwilling to submit to the test due to previous positive reading, allergy to PPD material or refusal, the risk assessment questionnaire must be completed. If a contractor refuses to be tested in accordance with this new policy, the facility will not be able to contract with this provider and will need to procure the services from another source.

S. **ACT 13 APPLICATION TO CONTRACTOR**

Contractor shall be required to submit with their bid information obtained within the preceding one-year period for any personnel who will have or may have direct contact with residents from the facility or unsupervised access to their personal living quarters in accordance with the following:

1. Pursuant to 18 Pa.C.S. Ch. 91(relating to criminal history record information) a report of criminal history information from the Pennsylvania State Police or a statement from the State Police that their central repository contains no such information relating to that person. The criminal history record information shall be limited to that which is disseminated pursuant to 18 Pa.C.S. 9121(b)(2) (relating to general regulations).

2. Where the applicant is not, and for the two years immediately preceding the date of application has not been a resident of this Commonwealth, the Department shall require the applicant to submit with the application a report of Federal criminal history record information pursuant to the Federal Bureau of Investigation's under Department of State, Justice, and Commerce, the Judiciary, and Related Agencies Appropriation Act, 1973 (Public Law 92-544, 86 Stat. 1109). For the purpose of this paragraph, the applicant shall submit a full set of fingerprints to the State Police, which shall forward them to the Federal Bureau of Investigation for a national criminal history check. The information obtained from the criminal record check shall be used by the Department to determine the applicant's eligibility. The Department shall insure confidentially of the information.

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

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

T. **LOBBYING CERTIFICATION AND DISCLOSURE**
(Applicable to contracts $100,000 or more)

Commonwealth agencies will not contract with outside firms or individuals to perform lobbying services, regardless of the source of funds. 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. The contractor will be required to complete and return a "Lobbying Certification Form" and a "Disclosure of Lobbying Activities form" with their signed contract, which forms will be made attachments to the contract.

U. AUDIT CLAUSE
(Applicable to contracts $100,000 or more)
Last modified on: January 8, 2008

ORIGINAL
QUOT - Invitation For Bid
21, Generator/ATS Switches Svs., NSH

QUOT **Effective Date:**	**Bid Number:**
11/17/2008	**6500012412**

Issuing Office:
Deborah Jones
DPW-Norristown State Hospital
Sterigere Street
Norristown PA 19401 US

Supplier Name/Address:
EBROADBURL REALTY CORPORATION
P.O. Box 749
HAINESPORT NJ 08036-0749 US
Telephone # 6092677373 Fax #
Email: powerequipmentco@verizon.net
Your SAP Vendor Number with us: 115031

☐ Disadvantaged business as defined by STD-203

Please Return Quotation to:
DPW-Norristown State Hospital
Sterigere Street
Norristown PA 19401 US

Please Deliver To:
DPW-Norristown St Hosp
1001 Sterigere Street
Norristown PA 19401-5397 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?

Procurement Contact:
Buyer: Deborah Jones
Phone: 610-313-1025 Ext.: 0000
Fax: 610-313-5779

Return Bid by:

Bid Endng Date:
12/08/2008

Bid Endng Time:
10:00:00

Expiration Date of Contract (if applicable)

Delivery Date:
See Items

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	Inspection-Generator/ATS Switches **Item Text** Inspection of Generator and ATS Switches to include all labor to perform all Preventive Maintenance (Parts Extra). Agreement Period: Anticipated to begin 1/1/09 through 6/30/09 (Fiscal Year 2008)	2.000	Each	800.00	1	1,600.00

ALL PRICES ARE F.O.B. DESTINATIONS

List of Items Continued on Following Page

ORIGINAL
QUOT - Invitation For Bid
21, Generator/ATS Switches Svs., NSH
Original Approval Date: 12/11/2008

Supplier Name:
EBROADBURL REALTY CORPORATION

Item	Material/Service Desc	Qty	UOM	Unit Price	Per	Total Line Item Price
2	Labor **Item Text** Labor for Repairs Per Hour (for additional work on units). Agreement Period: Anticipated to begin 1/1/09 through 6/30/09 (Fiscal Year 2008)	40.000	Hour	95.00	1	3,800.00
3	Repair Parts **Item Text** Repair parts to be supplied at list price less discount, if offered. Quantity equals $1,500.00 worth of parts for quoting purposes. Enter discount price under unit price, if offered. For example, if not offering a discount, enter $1.00 under unit price. If offering a 20% discount, enter $0.80 under unit price. Agreement Period: Anticipated to begin 1/1/09 through 6/30/09 (Fiscal Year 2008)	1,500.000	Each	0.98	1	1,470.00
4	Inspection-Generator/ATS Switches **Item Text** Inspection of Generator and ATS Switches to include all labor to perform all Preventive Maintenance (Parts Extra). Agreement Period: 7/1/09 through 6/30/10 (Fiscal Year 2009)	4.000	Each	800.00	1	3,200.00
5	Labor **Item Text** Labor for Repairs Per Hour (for additional work on units). Agreement Period: 7/1/09 through 6/30/10 (Fiscal Year 2009)	80.000	Hour	105.00	1	8,400.00
6	Repair Parts **Item Text**	3,000.000	Each	0.98	1	2,940.00

ALL PRICES ARE F.O.B. DESTINATIONS

List of Items Continued on Following Page

ORIGINAL
QUOT - Invitation For Bid
21, Generator/ATS Switches Svs., NSH
Original Approval Date: 12/11/2008

Supplier Name:
EBROADBURL REALTY CORPORATION

Item	Material/Service Desc	Qty	UOM	Unit Price	Per	Total Line Item Price
	Repair parts to be supplied at list price less discount, if offered. Quantity equals $3,000.00 worth of parts for quoting purposes. Enter discount price under unit price, if offered. For example, if not offering a discount, enter $1.00 under unit price. If offering a 20% discount, enter $0.80 under unit price. Agreement Period: 7/1/09 through 6/30/10 (Fiscal Year 2009)					
7	Inspection-Generator/ATS Switches **Item Text** Inspection of Generator and ATS Switches to include all labor to perform all Preventive Maintenance (Parts Extra). Agreement Period: 7/1/10 through 6/30/11 (Fiscal Year 2010)	4.000	Each	850.00	1	3,400.00
8	Labor **Item Text** Labor for Repairs Per Hour (for additional work on units). Agreement Period: 7/1/10 through 6/30/11 (Fiscal Year 2010)	80.000	Hour	115.00	1	9,200.00
9	Repair Parts **Item Text** Repair parts to be supplied at list price less discount, if offered. Quantity equals $3,000.00 worth of parts for quoting purposes. Enter discount price under unit price, if offered. For example, if not offering a discount, enter $1.00 under unit price. If offering a 20% discount, enter $0.80 under unit price. Agreement Period: 7/1/10 through 6/30/11 (Fiscal Year 2010)	3,000.000	Each	0.98	1	2,940.00
10	Inspection-Generator/ATS Switches **Item Text**	4.000	Each	850.00	1	3,400.00

ALL PRICES ARE F.O.B. DESTINATIONS

List of Items Continued on Following Page

ORIGINAL
QUOT - Invitation For Bid
21, Generator/ATS Switches Svs., NSH
Original Approval Date: 12/11/2008

Supplier Name:
EBROADBURL REALTY CORPORATION

Item	Material/Service Desc	Qty	UOM	Unit Price	Per	Total Line Item Price
	Inspection of Generator and ATS Switches to include all labor to perform all Preventive Maintenance (Parts Extra). Agreement Period: 7/1/11 through 6/30/12 (Fiscal Year 2011)					
11	Labor **Item Text** Labor for Repairs Per Hour (for additional work on units). Agreement Period: 7/1/11 through 6/30/12 (Fiscal Year 2011)	80.000	Hour	125.00	1	10,000.00
12	Repair Parts **Item Text** Repair parts to be supplied at list price less discount, if offered. Quantity equals $3,000.00 worth of parts for quoting purposes. Enter discount price under unit price, if offered. For example, if not offering a discount, enter $1.00 under unit price. If offering a 20% discount, enter $0.80 under unit price. Agreement Period: 7/1/11 through 6/30/12 (Fiscal Year 2011)	3,000.000	Each	0.98	1	2,940.00
13	Inspection-Generator/ATS Switches **Item Text** Inspection of Generator and ATS Switches to include all labor to perform all Preventive Maintenance (Parts Extra). Agreement Period: 7/1/12 through 6/30/13 (Fiscal Year 2012)	4.000	Each	850.00	1	3,400.00
14	Labor **Item Text** Labor for Repairs Per Hour (for additional work on units). Agreement Period: 7/1/12 through 6/30/13 (Fiscal Year 2012)	80.000	Hour	130.00	1	10,400.00
15	Repair Parts **Item Text**	3,000.000	Each	0.98	1	2,940.00

ALL PRICES ARE F.O.B. DESTINATIONS

List of Items Continued on Following Page

QUOT - Invitation For Bid
21, Generator/ATS Switches Svs., NSH
Original Approval Date: 12/11/2008

Supplier Name:
EBROADBURL REALTY CORPORATION

Item	Material/Service Desc	Qty	UOM	Unit Price	Per	Total Line Item Price
	Repair parts to be supplied at list price less discount, if offered. Quantity equals $3,000.00 worth of parts for quoting purposes. Enter discount price under unit price, if offered. For example, if not offering a discount, enter $1.00 under unit price. If offering a 20% discount, enter $0.80 under unit price. Agreement Period: 7/1/12 through 6/30/13 (Fiscal Year 2012)					
16	Inspection-Generator/ATS Switches **Item Text** Inspection of Generator and ATS Switches to include all labor to perform all Preventive Maintenance (Parts Extra). Agreement Period: 7/1/13 through 12/31/13 (Fiscal Year 2013)	2.000	Each	900.00	1	1,800.00
17	Labor **Item Text** Labor for Repairs Per Hour (for additional work on units). Agreement Period: 7/1/13 through 12/31/13 (Fiscal Year 2013)	40.000	Hour	135.00	1	5,400.00
18	Repair Parts **Item Text** Repair parts to be supplied at list price less discount, if offered. Quantity equals $1,500.00 worth of parts for quoting purposes. Enter discount price under unit price, if offered. For example, if not offering a discount, enter $1.00 under unit price. If offering a 20% discount, enter $0.80 under unit price. Agreement Period: 7/1/13 through 12/31/13 (Fiscal Year 2013)	1,500.000	Each	0.98	1	1,470.00

General Requirements for all Items:

Header Text

The following additional terms and conditions apply to this IFB:
-DPW Addendum and Audit Clauses by viewing the website of www.dpw.state.pa.ua/Business/VendorInfo/003674057.htm

The following attachments apply to this IFB:

Total bid amount >>>>>>>>>>>>>	78,700.00
ALL PRICES ARE F.O.B. DESTINATIONS	

ORIGINAL
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21, Generator/ATS Switches Svs., NSH
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Supplier Name:
EBROADBURL REALTY CORPORATION

-Work Statement, Pages 1-4
-Proof of Visit Form. This form must be signed at the time of the inspection and submitted with your bid packet.
-STD-168 (MBE/WBE Contact/Solicitation and Commitment Statement). The STD-168 Form must be downloaded, completed and electronically attached to your bid.

A response must be given for each Attribute.

If you have any questions about completing this IFB, please contact:
Debbie Jones, Purchasing Agent
Norristown State Hospital
610-313-1025
debojones@state.pa.us

ATTRIBUTES PAGES TO FOLLOW

Total of Items on Previous Page

QUOT - Invitation For Bid
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Original Approval Date: 12/11/2008

Supplier Name:
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***** Attributes Page *****

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

Mandatory ATTRIB. #01 - 1. Has the Submitter read, and does the Submitter understand, the terms and conditions of this solicitation?
Response: Y

Mandatory ATTRIB. #02 - 2. Is the offer in accordance with the terms and conditions of this solicitation?
Response: Y

Mandatory ATTRIB. #03 - 3. Do all items offered by Submitter conform to the specifications of this solicitation?
Response: Y

Mandatory ATTRIB. #04 - 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. #05 - 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. #06 - 6. Was an attempt made to induce any firm or person to refrain from responding to the solicitation?
Response: N

Mandatory ATTRIB. #07 - 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. #08 - 8. Was an attempt made to induce any firm or person to submit any other form of complementary offer?
Response: N

Mandatory ATTRIB. #09 - 9. Did the Submitter make the offer in good faith?
Response: Y

Mandatory ATTRIB. #10 - 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

QUOT - Invitation For Bid
21, Generator/ATS Switches Svs., NSH
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EBROADBURL REALTY CORPORATION

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

Mandatory ATTRIB. #11 - 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. #12 - 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. #13 - 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. #14 - 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. #15 - 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. #16A - 16. 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. #17A - 17. 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. #18A - 18. 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. #19 - 19. 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

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Supplier Name:
EBROADBURL REALTY CORPORATION

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

Mandatory ATTRIB. #20 - 20. 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. #21 - 21. 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. #22 - 22. Does the Submitter authorize a Commonwealth agency to release Submitter#s, tax information to any contracting Commonwealth agency?
Response: Y

Mandatory ATTRIB. #23 - 23. Does the Submitter agree that the offer submitted electronically through the Commonwealth#s system shall be deemed signed by the Submitter.
Response: Y

Mandatory ATTRIB. #24 - 24. 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. #25 - 25. 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. #26 - 26. 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. #27 - 27. 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. #28 - 28. 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

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QUOT - Invitation For Bid
21, Generator/ATS Switches Svs., NSH
Original Approval Date: 12/11/2008

Supplier Name:
EBROADBURL REALTY CORPORATION

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

MBWB 01IFB MBE - DOES SUPPLIER COMMIT TO USE DGS CERTIFIED MBES AS SUBCONTRACTORS OR SUPPLIERS? SUPPLIER MUST SELECT THIS BOX AND ENTER THE SPECIFIC % COMMITMENT. THE COMMITMENT IS BASED ON THE TOTAL CONTRACT VALUE. IF LESS THAN 5%, REFER TO IFB FOR FURTHER INSTRUCTION
Response: %

MBWB 02IFB WBE - DOES SUPPLIER COMMIT TO USE DGS CERTIFIED WBES AS SUBCONTRACTORS OR SUPPLIERS? SUPPLIER MUST SELECT THIS BOX AND ENTER THE SPECIFIC % COMMITMENT. THE COMMITMENT IS BASED ON THE TOTAL CONTRACT VALUE. IF LESS THAN 3%, REFER TO IFB FOR FURTHER INSTRUCTION
Response: %

COMMONWEALTH OF PENNSYLVANIA · DEPARTMENT OF PUBLIC WELFARE
NORRISTOWN STATE HOSPITAL
1001 STERIGERE STREET
NORRISTOWN, PA 19401

PROOF OF VISIT FORM

SERVICE/SUPPLY: Generator/ATS Switches Inspection and Repair Services

IFB # 6100008056

Vendor Name. Ebmadburl Realty Corp., T/A Power Equipment Company

Address 1101 Park Ave. E. PO Box 741 Hainesport, NJ 08036

Vendor's Signature

Vendor's Title President

Hospital Representative. (Signature)

(Title) FMM I

Date of Visit. 12/3/08

NOTE TO VENDOR: ONE SIGNED COPY OF THIS PROOF OF VISIT MUST BE RETURNED WITH YOUR BID.

PLEASE CONTACT CLIFF SCHWARTZ, MAINTENANCE DEPARTMENT, AT 610-313-5469 OR 610-313-5463 TO SCHEDULE A DATE AND TIME FOR VISIT.

610-313-5466

609 267-7639

MEMORANDUM

PA Department of Public Welfare
Bureau of Equal Opportunity

Date: December 26, 2008

Subject: Evaluation and Determination
RFP: 4300138982
Effective Date: January 1, 2009
RE: Generator and ATS Inspection/Repair Service
Minimum Participation Levels: MBE 5% WBE 3%

To: Deborah Jones, Purchasing Agent
Norristown State Hospital

From: Brenda A. Kates BAK
Contract Compliance Division

Pursuant to the Department of General Services Field Procurement Handbook-Part III, this office has evaluated the bid documents forwarded for this project. As a result of the evaluation, we have determined the following:

The bid submission of the Ebroadburl Realty Corporation d/b/a Power Equipment Co. at $78,700.00 is responsive since the bidder did submit the required MBE/WBE Contact/Solicitation and Commitment Statement along with sufficient evidence from which to evaluate the bidder's responsibility. All work will be done in house by the Contractor's employees.

Immediately upon award of this contract, the name, address and amount of the award to the awardee should be forwarded to this office.

If you need additional assistance or have any questions, please contact Jack M. Powell of my staff at (717) 783-1286.

Department Of General Services

MBE/WBE SUBCONTRACTOR AND SUPPLIER SOLICITATION & COMMITMENT FORM

Bureau of Minority and Women Business Opportunities

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

Your Company Information:	Company Name:	Ebroadburl Realty Corp., T/A Power Equipment Company			Contact Person:	William E. Friend
	Address:	1101 Park Ave. E. PO Box 749 Hainesport, N. J. 08036				
	Tel #:	609-267-7373	Fax #:	609-267-7639	E-Mail:	onedieseldoctor@aol.com
	SAP Vendor #:	115031				
Contract/Solicitation Information:	Contract/ Solicitation Number:		Bid Opening Date:	12/02/2008	Bid Amount (Bid Base #1):	$78,700.00

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

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

NOTE: Minimum Participation Levels (MPLs): MBE – 5%; WBE – 3%

A presumption of non-discrimination may be made if the dollar commitments to MBEs / WBEs reflect these minimum participation

(1) Enter the official subcontractor or supplier's company name exactly as it appears on the Dept. of General Services (DGS) web site list of certified MBEs/WBEs. Do not use DBA (Doing Business As) name.

(2) Indicate whether the firm is DGS certified MBE or WBE. If the firm is not, the bidder will receive credit for the firm as either an MBE or a WBE.

(3) Briefly describe the specific type of work to be performed and/or materials to be supplied by the listed DGS certified MBE or WBE, in order to count towards reaching the MPLs. Bidders must solicit DGS certified MBE/WBEs in the areas they intend to subcontract. If an MBE/WBE is certified for electrical supplies and the bidder lists plumbing supplies, the bidder will not receive credit. Geographical location may not be used as a reason for limiting solicitation.

(4) Enter the total dollar ($) amount of the quote received. If the quote was received in the form of unit prices or hourly rates, a total dollar amount must still be provided. If the subcontractor did not respond to the bidder, the bidder must indicate "No Response". Copies of all MBE/WBE quotes must be submitted with the bid.

Department Of General Services

MBE/WBE SUBCONTRACTOR AND SUPPLIER SOLICITATION & COMMITMENT FORM

Bureau of Minority and Women Business Opportunities

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

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

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

☐	The Bidder must complete and submit Form STD-168 with its bid. If the supplier is providing their response through SRM, this completed form may be electronically attached and submitted with the bid.
☐	Along with the Form STD-168, the Bidder must include all solicited and unsolicited quotes received by the Bidder from MBEs and WBEs as long as the quotes are within the scope of work.
☐	The Bidder's contact with MBE/WBE subcontractors and suppliers should be a minimum of (10) days prior to bid opening date. This will ensure that MBEs/WBEs have sufficient time to prepare a quote. Ten days is a guide; however, adequate time must be provided to all subcontractors and suppliers to respond.

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

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

OFFICIAL USE ONLY

☐ Approved ☐ Denied *Comments:*

Reviewer: Date:

REQUEST TO ADVERTISE SOLICITATION: 6100008056

General Information

Department:			
Date Prepared:	11/17/08	Type:	IFB
Advertisement Type :	Materials		
Solicitation# :	6100008056	Solicitation Title :	Emergency Generators/ATS Switches

Description : Inspection, servicing and repair of emergency generators and transfer switches at Norristown State Hospital. Inspections will be done quarterly. Parts and repairs to be made, as necessary, for proper operation of equipment.

Department Information

Department/Agency :	Public Welfare	Delivery Location :	Norristown State Hospital, 1001 Sterigere Street, Norristown, PA 19401
County (if applicable) :	Montgomery	Duration :	Anticipated to begin 1/1/09 through 12/31/13 (5 Years)

Contact Information

First Name :	Debbie	Last Name:	Jones
Phone Number :	610-313-1025 Ext:	Email :	debojones@state.pa.us

Bid Information

Solicitation Start Date:	11/17/08	Solicitation End Date :	12/02/08
Bid Opening Date :	12/02/08	Bid Opening Time :	10:00 AM
Bid Opening Location:	Norristown State Hospital		

☐ Is there a Pre-proposal Conference? No. of Flyers: (# of bid versions)

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

Amended Date: 11/17/08

Close Window

EBROADBURL REAL POWER COOL INC

Header Data			
Version Nu	2	1	2
Net value		78,700.00 USD	75,000.00 USD
Currency		USD	USD
DOES SUPPLIER COMMIT TO USE DGS CERTIFIED V			10
21. Does the Submitter understan		Y	Y
27. Does the Submitter acknowlec		Y	Y
23. Does the Submitter agree that		Y	Y
25. Does the Submitter agree that		Y	Y
6. Was an attempt made to induce		N	N
5. Were the price(s), amount, app		N	N
4. Were the price(s) and amount a		Y	Y
3. Do all items offered by Submitte		Y	Y
2. Is the offer in accordance with t		Y	Y
1. Has the Submitter read, and do		Y	Y
13. In the last 4 years, was the Su		N	N
15. In the last 4 years, was the Su		N	N
17. Is the Submitter currently debe		N	N
19. Does the Submitter have any c		N	N
28. I have indicated my name and		Y	Y
26. Does the Submitter agree that		Y	Y
24. Does the Submitter agree that		Y	Y
22. Does the Submitter authorize c		Y	Y
20. Does the Submitter understan		Y	Y
18. Do offered items meet EPA-es		Y	Y
16. Is the Submitter currently unde		N	N
14. In the last 4 years, was the Su		N	N
12. In the last 4 years, was the Su		N	N
11. In the last 4 years, was the Su		N	N
10. Is a governmental agency inve		N	N
9. Did the Submitter make the offe		Y	Y
8. Was an attempt made to induce		N	N
7. Was an attempt made to induce		N	N
DOES SUPPLIER COMMIT TO USE DGS CERTIFIED M			10
1 Inspection-Generator/ATS Switches			
1 Net price	1 EA	800 USD	1,500.00 USD
1 Quantity		2 EA	2 EA
1 Net value		1,600.00 USD	3,000.00 USD
1 Acceptance Status			
2 Labor			
2 Net price	1 H	95 USD	75 USD
2 Quantity		40 H	40 H
2 Net value		3,800.00 USD	3,000.00 USD
2 Acceptance Status			
3 Repair Parts			
3 Net price	1 EA	0.98 USD	1 USD
3 Quantity		1,500.00 EA	1,500.00 EA
3 Net value		1,470.00 USD	1,500.00 USD
3 Acceptance Status			
4 Inspection-Generator/ATS Switches			

4	Net price	1 EA	800 USD	1,500.00 USD
4	Quantity		4 EA	4 EA
4	Net value		3,200.00 USD	6,000.00 USD
4	Acceptance Status			
5	Labor			
5	Net price	1 H	105 USD	75 USD
5	Quantity		80 H	80 H
5	Net value		8,400.00 USD	6,000.00 USD
5	Acceptance Status			
6	Repair Parts			
6	Net price	1 EA	0.98 USD	1 USD
6	Quantity		3,000.00 EA	3,000.00 EA
6	Net value		2,940.00 USD	3,000.00 USD
6	Acceptance Status			
7	Inspection-Generator/ATS Switches			
7	Net price	1 EA	850 USD	1,500.00 USD
7	Quantity		4 EA	4 EA
7	Net value		3,400.00 USD	6,000.00 USD
7	Acceptance Status			
8	Labor			
8	Net price	1 H	115 USD	75 USD
8	Quantity		80 H	80 H
8	Net value		9,200.00 USD	6,000.00 USD
8	Acceptance Status			
9	Repair Parts			
9	Net price	1 EA	0.98 USD	1 USD
9	Quantity		3,000.00 EA	3,000.00 EA
9	Net value		2,940.00 USD	3,000.00 USD
9	Acceptance Status			
10	Inspection-Generator/ATS Switches			
10	Net price	1 EA	850 USD	1,500.00 USD
10	Quantity		4 EA	4 EA
10	Net value		3,400.00 USD	6,000.00 USD
10	Acceptance Status			
11	Labor			
11	Net price	1 H	125 USD	75 USD
11	Quantity		80 H	80 H
11	Net value		10,000.00 USD	6,000.00 USD
11	Acceptance Status			
12	Repair Parts			
12	Net price	1 EA	0.98 USD	1 USD
12	Quantity		3,000.00 EA	3,000.00 EA
12	Net value		2,940.00 USD	3,000.00 USD
12	Acceptance Status			
13	Inspection-Generator/ATS Switches			
13	Net price	1 EA	850 USD	1,500.00 USD
13	Quantity		4 EA	4 EA
13	Net value		3,400.00 USD	6,000.00 USD
13	Acceptance Status			
14	Labor			
14	Net price	1 H	130 USD	75 USD
14	Quantity		80 H	80 H

14	Net value		10,400.00 USD	6,000.00 USD
14	Acceptance Status			
15	Repair Parts			
15	Net price	1 EA	0.98 USD	1 USD
15	Quantity		3,000.00 EA	3,000.00 EA
15	Net value		2,940.00 USD	3,000.00 USD
15	Acceptance Status			
16	Inspection-Generator/ATS Switches			
16	Net price	1 EA	900 USD	1,500.00 USD
16	Quantity		2 EA	2 EA
16	Net value		1,800.00 USD	3,000.00 USD
16	Acceptance Status			
17	Labor			
17	Net price	1 H	135 USD	75 USD
17	Quantity		40 H	40 H
17	Net value		5,400.00 USD	3,000.00 USD
17	Acceptance Status			
18	Repair Parts			
18	Net price	1 EA	0.98 USD	1 USD
18	Quantity		1,500.00 EA	1,500.00 EA
18	Net value		1,470.00 USD	1,500.00 USD
18	Acceptance Status			