

Overview for Contract

Prior to utilizing a contract, the user should read the contract in it's entirety.

DESCRIPTION

► This contract covers the requirements of all using agencies of the Commonwealth for Road Surface Patching Equipment which includes:

- Air Compressors
- Kettles and Kettle Options
- Field Mix Patching Machines
- Asphalt Reheaters

► Suppliers (Child Contracts) awarded under Parent Contract 4400001040 include:

<u>Supplier Name</u>	<u>Child Contract</u>
Cimline Inc.....	4400001041
Crafco Inc.....	4400001043
Falcon RME.....	4400001044
Highway Equipment & Supply Co.....	4400001045
Stephenson Equipment Inc.....	4400001046
Thorworks Industries Inc.....	4400001047

CONTRACT INFO

Material or Service	Material	
Title and Contract Number	Road Surface Patching Equipment (Legacy 5680-05) 4400001040 (Parent Contract)	
Number of Suppliers	6	Pcard enabled: No
Validity Period	10/01/07 through 09/30/08	
DGS Point of Contact	Robin Morse	
Contact Phone #	(717) 346-8180	
Contact Email	rmorse@state.pa.us	

PRICING HIGHLIGHTS

► Line Item Contract - see "Equipment Sheet" - items and prices awarded shall remain firm for the length of the contract.

► Minimum Order: One (1) unit to qualify for FOB Destination delivered pricing. Prices bid and awarded are at FOB Destination delivered pricing that includes all delivery, shipping and handling, applicable set-up charges and any required training.

► All items to be in accordance with the applicable specifications, PCID and drawings referenced on the "Equipment Sheet".

► Awarded suppliers must deliver all units within 120 days after receipt of the purchase order.

► Manuals, as described in "Specifications - Part 1", shall be supplied with each unit delivered.

PROCESS TO ORDER

► **Contract Type: MSCC** Statewide Legacy Contract 5680-05 may be viewed on the DGS website (www.portal.state.pa.us) by clicking on the Procurement link and then View Awarded Contracts. Review the "Equipment Sheet" which lists the PennDOT Equipment Code Number, Equipment Type, Make and Model, Description - Applicable Specifications, Contractor Name, Contract Number and Unit Price for awarded line items.

► If further product information/assistance is required, call or email the supplier's contact person listed in the Header Text of the applicable Child (Supplier's) Contract.

► State Agencies order through the Material/Service Contract Catalog (MSCC) in SRM.

► COSTARS Program available for DGS-Registered Local Public Procurement Units.

These contracts are contained in SRM under the Material Service Contract Catalog (MSCC).

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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 to satisfy a need for .

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-009.1 Questions (Nov. 2006)

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

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

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

I.6 IFB-011.1A Submission of Bids – Paper 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 complete and properly sign, in ink, the Invitation For Bids form. Bid prices must be typewritten or in ink. Bids that are priced or signed in pencil will be rejected.
- b. The completed and signed Invitation For Bids form, as well as the other documents required by the IFB (collectively referred to as the "Bid"), shall be enclosed and sealed in an envelope which is clearly marked "Bid" and includes the assigned Bid Invitation Number (Shown on the Invitation For Bids form) and the Bidder's vendor number as well as the bid opening date and time. It is the responsibility of each bidder to ensure that its Bid is received at the return address shown on the Invitation For Bids form ("Bid Opening Room") prior to the date and time set for the opening of bids ("Bid Opening Time"), regardless of method of delivery used. No Bid shall be considered if it arrives at the Bid Opening Room after the Bid Opening Time, regardless of reason for the late arrival. In the event that, due to inclement weather, natural disaster, or other cause, the Commonwealth offices are officially closed on the date scheduled for Bid opening, the Bid Opening date shall be automatically postponed until the next Commonwealth business day, unless the Bidders are otherwise notified by the Issuing Office. The Bid Opening time shall remain the same.

All envelopes containing Bids should be clearly marked "Bid" and should include the address of the Bid Opening Room (not the agency central processing location), the assigned Collective Number and the Bid Opening Time. 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.7 IFB-024.1 Bid Protest Procedure (Oct 2006)

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

b. Time for Filing.

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

c. Form of Protest.

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

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

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

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

f. **Procedures.**

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

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

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

a) Review the protest and any response or reply.

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

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

d) In his sole discretion, conduct a hearing.

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

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

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

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

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

1) State the reasons for the decision.

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

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

I.8 IFB-027.1 COSTARS Program (Dec 12 2006)

Section 1902 of the Commonwealth Procurement Code, 62 Pa.C.S. Section 1902, authorizes local public procurement units and state-affiliated entities (together, "COSTARS Purchasers") to participate in Commonwealth procurement contracts that the Department of General Services ("DGS") may choose to make available to COSTARS Purchasers. DGS has identified this Contract as one suitable for COSTARS Purchaser participation.

A. Only those COSTARS Purchasers registered with DGS may participate as COSTARS Purchasers in a Commonwealth contract. Several thousand COSTARS Purchasers are currently registered with DGS; therefore, the Contractor agrees to permit only to DGS-registered COSTARS members to make COSTARS purchases from this Contract.

1. A "local public procurement unit" is:

- Any political subdivision;
- Any public authority;
- Any tax exempt, nonprofit educational or public health institution or organization;
- Any nonprofit fire, rescue, or ambulance company; and
- To the extent provided by law, any other entity, including a council of governments or an area government that expends public funds for the procurement of supplies, services, and construction.

2. A state-affiliated entity is a Commonwealth authority or other Commonwealth entity that is not a Commonwealth agency. The term includes the Pennsylvania Turnpike Commission, the Pennsylvania Housing Finance Agency, the Pennsylvania Municipal Retirement System, the Pennsylvania Infrastructure Investment Authority, the State Public School Building Authority, the Pennsylvania Higher Educational Facilities Authority and the State System of Higher Education.

B. COSTARS Purchasers have the option to purchase from a Contract awarded under this procurement, from any DGS contract established exclusively for COSTARS Purchasers in accordance with the requirements of Section 1902, from any other cooperative procurement contracts, or from their own procurement contracts established in accordance with the applicable laws governing such procurements. The Contractor understands and acknowledges that there is no guarantee that any prospect COSTARS Purchaser will place an order under this Contract, and that it is within the sole discretion of the registered COSTARS Purchaser whether to procure from this Contract or to use another procurement vehicle.

C. DGS is acting as a facilitator for COSTARS Purchasers who may wish to purchase under this Contract. Registered COSTARS Purchasers who participate in this Contract and issue purchase orders ("POs") to Contractors are third party beneficiaries who have the right to sue and be sued for breach of this contract without joining the Commonwealth or DGS as a party. The Commonwealth will not intervene in any action between a

Contractor and a Purchaser unless substantial interests of the Commonwealth are involved.

- D. Registered COSTARS Purchasers electing to participate in this Contract will order items directly from the Contractor and be responsible for payment directly to the Contractor.
- E. The Contractor shall furnish to the DGS COSTARS Program Office a quarterly electronic Contract sales report detailing the previous quarter's Contract purchasing activity, using the form and in the format prescribed by DGS. The Contractor shall submit its completed quarterly report no later than the fifteenth day of the succeeding Contract quarter.
1. Until such time as DGS may provide the Contractor written notice of automated report filing, the Contractor shall either e-mail the reports to GS-PACostars@state.pa.us or send the reports on compact disc via US Postal Service to the DGS COSTARS Program Office, Bureau of Procurement, 6th Floor Forum Place, 555 Walnut Street, Harrisburg, PA 17101. When DGS has instituted automated reporting, the Contractor shall comply with DGS's written notice and instructions on automated Contract reports. DGS will provide these instructions with sufficient advance time to permit the Contractor to undertake automated reporting.
 2. The Contractor shall include on each report the Contractor's name and address, the Contract number, and the period covered by the report. For each PO received, the Contractor shall include on the report the name of each COSTARS-Registered Purchaser that has used the Contract along with the total dollar volume of sales to the specific Purchaser for the reporting period.
 3. DGS may suspend the Contractor's participation in the COSTARS Program for failure to provide the Quarterly Sales Report within the specified time.
- F. Additional information regarding the COSTARS Program is available on the DGS COSTARS Website at www.dgs.state.pa.us/costars
1. If the Contractor is aware of any qualified entity not currently registered and wishing to participate in the COSTARS Program, please refer the potential purchaser to the DGS COSTARS Website at www.dgs.state.pa.us/costars, where it may register by completing the online registration form and receiving DGS confirmation of its registration. To view a list of currently-registered COSTARS member entities, please visit the COSTARS website.
 2. Direct all questions concerning the COSTARS Program to:

Department of General Services
COSTARS Program
555 Walnut Street, 6th Floor
Harrisburg, PA 17101
Telephone: 1-866-768-7827
E-mail GS-PACostars@state.pa.us

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

The bid submitted by the successful Bidder will be incorporated into any resulting Contract and the Bidder will be

required to provide the awarded item(s) at the prices quoted in its Bid.

I.10 IFB-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.11 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.12 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.13 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.14 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.

II.1 IFB-006.1a COSTARS Program Questionnaire - Paper Submission (Oct 2006)

Offerors should complete and sign the COSTARS Program Questionnaire Form which is attached to and made a part of this IFB. The completed and signed COSTARS Program Questionnaire Form should be submitted in the same sealed envelope with the Bid Response.

II.2 II-IFB-008.1a Lobbying Certification and Disclosure – Paper 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 in the same sealed envelope 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.3 II-IFB-012.1 RETURN GOODS POLICY (NOV 2006)

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

II.4 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.5 II-IFB-017.1a Reciprocal Limitations Act – Paper 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 in the same sealed envelope with the Bid Response.

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-006.1c Notification of Selection - By Manufacturer (Oct 2006)

Award will be made to the qualified bidders offering the greatest discount from the referenced price list. Discount(s) will be taken from the best price column. Only one award will be made for each particular manufacturer's list of items. Bidders who are not manufacturers must submit a letter from the manufacturer stating that the bidder is an authorized dealer in Pennsylvania for the manufacturer.

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 vendor registration website, <http://www.vendorregistration.state.pa.us/>, or call the Central Vendor Management Unit toll free at 866-775-2868 or 717-214-2868.

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.

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."

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-002.1a Term of Contract – Contract (March 2007)

a. The term of the Contract shall begin on the Commencement Date (as defined below) and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract.

b. The Commencement Date shall be the later of the "Valid from" date shown on the Contract output form or the Effective Date (as defined below).

c. The Effective Date shall be the Effective Date printed on the Contract output form after the Contract 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).

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

The Contract may be mutually renewed for a maximum of 4 additional year term(s), so long as the Commonwealth provides written notice to Contractor of its intention to extend the Contract by letter dated not less than 060 days prior to the expiration of the term of the agreement, or any extension thereof, and the Contractor consents to the renewal not less than 030 days prior to the expiration of the term of the agreement or any extension thereof. The renewal may be exercised as individual or multiple year terms(s). Any renewal will be under same terms, covenants and conditions. No further document is required to be executed to renew the term of the contract.

V.4 CONTRACT-002.3 Extension of Contract Term (Nov 30 2006)

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

V.5 CONTRACT-003.1a Signatures – Contract (March 2007)

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

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

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

The Commonwealth and the Contractor specifically agree as follows:

- a. No handwritten signature shall be required in order for the Contract to be legally enforceable.
- b. The parties agree that no writing shall be required in order to make the Contract legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine Contract or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine Contract or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and

maintained in documentary form. Neither party shall contest the admissibility of copies of a genuine Contract or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Contract or acknowledgement were not in writing or signed by the parties. A Contract or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.

c. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

V.6 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.7 CONTRACT-005.1a Purchase Orders (Feb 2007)

Commonwealth agencies may issue Purchase Orders against the Contract. These orders constitute the Contractor's authority to make delivery. 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. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.

Purchase Orders will not include an "ink" signature by the Agency. 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 or facsimile transmission of the Purchase Order shall constitute receipt of an order. Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.

a. No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable.

b. The parties agree that no writing shall be required in order to make the order legally binding. The parties hereby agree not to contest the validity or enforceability of a Purchase Order or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any Purchase Order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Purchase Orders or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the order or acknowledgement were not in writing or signed by the parties. A purchase order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.

c. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

Purchase Orders under five thousand dollars (\$5,000) in total amount may also be made in person or by telephone using a Commonwealth Purchasing Card. When an order is placed by telephone, the Commonwealth agency shall provide the agency name, employee name, credit card number, and expiration date of the card. Contractors agree to accept payment through the use of the Commonwealth Purchasing Card.

V.8 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.9 CONTRACT-007.02 Estimated Quantities (Nov 30 2006)

It shall be understood and agreed that any quantities listed in the Contract are estimated only and may be increased or decreased in accordance with the actual requirements of the Commonwealth and that the Commonwealth in

accepting any bid or portion thereof, contracts only and agrees to purchase only the materials and services in such quantities as represent the actual requirements of the Commonwealth. The Commonwealth reserves the right to purchase materials and services covered under the Contract through a separate competitive procurement procedure, whenever Commonwealth deems it to be in its best interest.

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

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

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

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

The Contractor shall defend any suit or proceeding brought against the Commonwealth on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of the Contract.

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

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

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

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

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

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

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

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

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

No item(s) received by the Commonwealth shall be deemed accepted until the Commonwealth has had a reasonable opportunity to inspect the item(s). Any item(s) which is discovered to be defective or fails to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the item(s) or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. It shall thereupon become the duty of the Contractor to remove rejected item(s) from the premises without expense to the Commonwealth within fifteen (15) days after notification. Rejected item(s) left longer than fifteen (15) days will be regarded as abandoned, and the Commonwealth shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale which represents the Commonwealth's costs and expenses in regard to the storage and sale of the item(s). Upon notice of rejection, the Contractor shall immediately replace all such rejected item(s) with others conforming to the specifications and which are not defective. If the Contractor fails, neglects or refuses to do so, the Commonwealth shall then have the right to procure a corresponding quantity of such item(s), and deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price stated in the Contract and the cost thereof to the Commonwealth.

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

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

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

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

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

Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified on the Department of General Services website at WWW.DGS.STATE.PA.US on the date of submission of the bid, proposal or contract offer.

V.17 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.18 CONTRACT-015.1 Compensation (Oct 2006)

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

V.19 CONTRACT-015.2 Billing Requirements (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.

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

V.20 CONTRACT-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.21 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.22 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.23 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.24 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.25 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.26 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.27 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.28 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.29 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.30 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.31 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.32 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.33 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.34 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.35 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.36 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.37 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.38 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.39 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.40 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.41 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.42 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 disclosing 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.43 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.44 CONTRACT-050.01b Steel Products Procurement Act "B"

Any items defined as "steel products" in the Steel Products Procurement Act, Act of March 3, 1978, P.L. 6, No. 3, 73 P.S. Section 1881-1887 ("SPPA"), that the Contractor may provide under this Contract for use in the construction, reconstruction, alteration, repair, or maintenance of public works ("Public Works Project") shall be made from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. If a steel product contains both foreign and United States steel, such product shall be determined to be a United States steel product, only if at least 75% of the cost of the articles, materials and supplies have been mined, produced or manufactured, as the case may be, in the United States.

The SPPA provides that, when a Contractor supplies unidentified steel products for a public agency's use as part of any Public Works Project, before a public agency may authorize, provide for, or make payment, the Contractor must provide documentation including, but not limited to, invoices, bills of lading, and mill certification that the steel was melted and manufactured in the United States. If a steel product is identifiable on its face, the contractor must submit certification which satisfies the purchasing agency that the contractor has fully complied with this provision.

If a purchasing agency has made any payment to the Contractor and later finds that the Contractor did not comply with the SPPA's requirements, the purchasing agency may recover such payment directly from the Contractor. The Contractor shall not deny repayment unless it can demonstrate that it has complied with the SPPA's requirements.

The SPPA also provides that any person who willfully violates any of its provisions shall be prohibited from submitting any bids to any public agency for five years after the date of the determination that a violation has occurred. If the Contractor violates the SPPA, the violator, the public agency may debar the Contractor from performing any work or supplying any materials to a public agency for five years after the date of the determination that a violation has occurred.

The Contractor shall include these provisions regarding the SPPA's requirements in its subcontracts and supply contracts, so that the SPPA's provisions shall be binding upon each subcontractor and supplier.

V.45 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.

SPECIFICATIONS – PART 1**AWARDS:**

The Line Items listed in the Bid Item Sheets (with the exception of the Kettle Options - Line Items 140, 150, 160, and 170) will be awarded on a Line Item basis, with a single award for any given Line Item being made to the lowest responsible and responsive bidder for that Line Item.

Let it be understood that the Unit Prices bid for the Kettle Options (Line Items 140, 150, 160, and 170) will not be used as a factor in award determinations. However, the Bureau of Procurement will list the Kettle Options bid with the corresponding Make and Model of awarded Kettle.

SPECIFICATIONS:

A. All items to be provided, against any purchase order from any contract resulting from this bid action, shall be in accordance with:

- 1.) the applicable Specifications (Attachments) listed on the Bid Item Sheets,
- 2.) any drawings referenced in the Specifications (Attachments),
- 3.) and Pennsylvania Department of General Services, PCID NO. 1075, "*General Requirements for Bidding PennDOT Vehicles/Equipment*", Eff. April 25, 2007.

B. **All items to be provided**, against any purchase order from any contract resulting from this bid action, **shall be new** (not remanufactured, reconditioned or used) **and latest model year only**.

C. Manufacturer's model number changes/revisions will be acceptable during the contract period so long as the Unit Price remains as awarded for that line item. If the supplier is unable to maintain the Unit Price awarded, that line item will be terminated from the contract, as well as any renewal periods.

TRAINING: Training shall be provided for each piece of equipment purchased. This training will be conducted at the assigned PennDOT equipment location.

Mechanic: The successful bidder shall provide services of qualified factory trained technicians for not more than 2 training sessions of not more than 7.0 hours each at the assigned PennDOT county location to train personnel for in-depth preventive maintenance and overview of the proper usage of parts and service manuals, as well as component/system adjustments that need to be monitored at specified service intervals.

Operator: The successful bidder shall provide services of qualified factory trained technicians for not more than 2 training sessions of not more than 7.0 hours at the assigned PennDOT county location to train personnel in the proper operation, safety, daily maintenance and servicing of the equipment.

The successful bidder shall submit a training plan to the PennDOT Equipment Division for approval within 45 days after receipt of the Purchase Order. The training plan shall consist of course outline and class schedule.

All training must be completed within 60 days after the dates established in the approved training plan unless an extension is mutually agreed to in writing by the Chief of the Equipment Division.

All training for PennDOT shall be coordinated with the District Equipment Managers, with the exception of Asphalt related training, which must be coordinated with the Statewide Training Coordinator (717) 787-4836, Fax (717) 783-4438.

Training for all other Ordering Entities (i.e. Commonwealth Agencies other than PennDOT and for COSTARS Purchasers) shall be coordinated between the contractor of record and the ordering entity's point of contact.

WARRANTY: To be in accordance with Pennsylvania Department of General Services, PCID NO. 1075, "General Requirements for Bidding PennDOT Vehicles/Equipment", Eff. April 25, 2007, Section E "General Warranty Requirements", Sub Section 1 "Construction Equipment".

DELIVERY: All units must be delivered within **120** days after receipt of the purchase order by the successful bidder.

DELIVERY LOCATION:

ALL DELIVERIES FOR PENNDOT (regardless of any PennDOT field address shown on the Purchase Order) shall be made FOB Destination to Pennsylvania Department of Transportation, Equipment Division, 17th and Arsenal Boulevard, Harrisburg, PA 17120; Monday thru Friday; 7:30 AM to 2:30 PM; Telephone (717) 783-1395.

DELIVERIES FOR ALL OTHER ORDERING ENTITIES (i.e. Commonwealth Agencies other than PennDOT and for COSTARS Purchasers) shall be FOB Destination to the location stated in the Purchase Order.

SHIPPING: Shall be in accordance with normal industry standards and at **FOB DESTINATION** terms.

MINIMUM ORDER: The minimum order qualifying for F.O.B. Destination delivered prices shall be one (1) unit. **(It is understood that prices bid & awarded are at FOB DESTINATION delivered pricing that includes all delivery, shipping & handling, applicable set-up charges and any required training.)**

MANUALS: The following applicable manuals shall be supplied with each unit delivered:

- 1 Operator's
- 1 Parts
- 1 Service Manual
- 1 Engine
- 1 Transmission (Automatic or Manual)
- 1 Body and Sub-Frame (Parts and Service)
- 1 Complete set of manuals for any additional items/equipment that was added to the equipment.

The manuals listed shall be OEM publications supplemented with technical manuals for all components as published by sub-vendors/manufacturers.

Parts Manual presented must be relative to "all" items utilized to build these units, with appropriate part numbers.

The manuals cited above shall be delivered with the equipment.

Manuals on CD Disc may be supplied in lieu of paper manuals.

QUARTERLY CONTRACT USAGE REPORTS: All Contract Awardees shall submit contract usage reports to the Commodity Specialist named at the end of this document under **INQUIRIES**.

These reports are to be in accordance with the following requirements:

- A. To be in an electronic format (preferably Microsoft Excel).
- B. Provided Quarterly (no later than the 15th of the month following each quarter).
- C. Political subdivisions are to be listed separately from Commonwealth Agencies.
- D. To include the following data:
 - Name and Address of Contractor
 - Contract Number
 - Period covered by report
 - Name of Ordering Agency or Political Subdivision (ie. Transportation, Welfare, Borough of Middletown, etc.)
 - Purchase Order Number
 - Date of Purchase Order
 - Description of Items (to include Contract Line Item Number and PennDOT Equipment Code Number)
 - Quantity
 - Cost
 - Delivery Location for Items

INQUIRIES: Direct all questions concerning this contract to the Commodity Specialist:

Robin Morse
Commodity Specialist
Department of General Services
Bureau of Procurement
555 Walnut Street, 6th Floor
Harrisburg, PA 17101-1914

717-346-8180 (Phone)

717-346-3820 (Fax)

Email: rmorse@state.pa.us

EQUIPMENT SHEET
Road Surface Patching Equipment
(5680-05)

PENNDOT EQUIPMENT CODE NUMBER (ECN)	EQUIPMENT TYPE	MAKE AND MODEL	DESCRIPTION - APPLICABLE SPECIFICATIONS (to include PCID NO. 1075, Eff. April 25, 2007 and any drawings referenced in the specifications)	CONTRACTOR NAME AND CONTRACT NUMBER	UNIT PRICE
003300	Air Compressor	Sullair 125 DPQ	Attachment # 1 dated August 14, 2007 - 003300 - Air Compressor, Diesel powered, 125 CFM minimum with Trailer, Portable	Stephenson Equipment Inc Contract 4400001046	\$14,727.00
003500	Air Compressor	Sullair 185 DPQ	Attachment # 1 dated August 14, 2007 - 003500 - Air Compressor, Diesel Powered, 185 CFM minimum with Trailer, Portable	Stephenson Equipment Inc Contract 4400001046	\$14,947.00
009970	Kettle	Cimline, Magma Series, Model 110	Attachment # 2 dated July 26, 2007 - 009970 - Kettle (100 Gallon)	Cimline Inc Contract 4400001041	\$30,297.00
010120	Kettle	Cimline, Magma Series, Model 230	Attachment # 2 dated July 26, 2007 - 010120 - Kettle (200 Gallon)	Cimline Inc Contract 4400001041	\$32,521.00
010820	Kettle	Cimline, Magma Series, Model 410	Attachment # 2 dated July 26, 2007 - 010820 - Kettle (400 Gallon)	Cimline Inc Contract 4400001041	\$36,493.00
	Kettle Option	Cimline Kettle Option - Standard Air Compressor	Attachment # 2 dated July 26, 2007 - Option to add a Standard Air Compressor, 50 CFM (minimum)	Cimline Inc Contract 4400001041	\$10,851.00
	Kettle Option	Cimline Kettle Option - Loading Hatch Conveyor	Attachment # 2 dated July 26, 2007 - Option to add a Loading Hatch Conveyor	Cimline Inc Contract 4400001041	\$8,700.00
	Kettle Option	Cimline Kettle Option - Heated Hose (Electric)	Attachment # 2 dated July 26, 2007 - Option to add a Heated Hose (Electric)	Cimline Inc Contract 4400001041	\$5,000.00
009960	Kettle	Crafco, EZ Pour 100	Attachment # 2 dated July 26, 2007 - 009960 - Kettle (100 Gallon)	Crafco Inc Contract 4400001043	\$31,950.00
010000	Kettle	Crafco, 125 Super Shot Note: Unit Price includes Heated Hose (Electric) as standard equipment.	Attachment # 2 dated July 26, 2007 - 010000 - Kettle (125 Gallon)	Crafco Inc Contract 4400001043	\$32,250.00
010050	Kettle	Crafco, 250 Super Shot Note: Unit Price includes Heated Hose (Electric) as standard equipment.	Attachment # 2 dated July 26, 2007 - 010050 - Kettle (250 Gallon)	Crafco Inc Contract 4400001043	\$39,900.00
010110	Kettle	Crafco, EZ Series II - 1000	Attachment # 2 dated July 26, 2007 - 010110 - Kettle (250 Gallon)	Crafco Inc Contract 4400001043	\$36,700.00
010810	Kettle	Crafco, EZ Pour 400	Attachment # 2 dated July 26, 2007 - 010810 - Kettle (400 Gallon)	Crafco Inc Contract 4400001043	\$41,500.00

EQUIPMENT SHEET
Road Surface Patching Equipment
(5680-05)

PENNDOT EQUIPMENT CODE NUMBER (ECN)	EQUIPMENT TYPE	MAKE AND MODEL	DESCRIPTION - APPLICABLE SPECIFICATIONS (to include PCID NO. 1075, Eff. April 25, 2007 and any drawings referenced in the specifications)	CONTRACTOR NAME AND CONTRACT NUMBER	UNIT PRICE
	Kettle Option	Crafco Kettle Option - Standard Air Compressor	Attachment # 2 dated July 26, 2007 - Option to add a Standard Air Compressor, 50 CFM (minimum)	Crafco Inc Contract 4400001043	\$6,000.00
	Kettle Option	Crafco Kettle Option - Upgraded Air Compressor	Attachment # 2 dated July 26, 2007 - Option to add an Upgraded Air Compressor, 70 CFM (minimum)	Crafco Inc Contract 4400001043	\$7,000.00
	Kettle Option	Crafco Kettle Option - Loading Hatch Conveyor	Attachment # 2 dated July 26, 2007 - Option to add a Loading Hatch Conveyor	Crafco Inc Contract 4400001043	\$7,500.00
	Kettle Option	Crafco Kettle Option - Heated Hose (Electric)	Attachment # 2 dated July 26, 2007 - Option to add a Heated Hose (Electric)	Crafco Inc Contract 4400001043	\$5,000.00
009980	Kettle	Crack Pro, 100	Attachment # 2 dated July 26, 2007 - 009980 - Kettle (100 Gallon)	Thorworks Industries Inc Contract 4400001047	\$25,694.00
010130	Kettle	Crack Pro, 200	Attachment # 2 dated July 26, 2007 - 010130 - Kettle (200 Gallon)	Thorworks Industries Inc Contract 4400001047	\$27,849.00
010830	Kettle	Crack Pro, 400	Attachment # 2 dated July 26, 2007 - 010830 - Kettle (400 Gallon)	Thorworks Industries Inc Contract 4400001047	\$32,749.00
	Kettle Option	Crack Pro Kettle Option - Standard Air Compressor	Attachment # 2 dated July 26, 2007 - Option to add a Standard Air Compressor, 50 CFM (minimum)	Thorworks Industries Inc Contract 4400001047	\$7,000.00
	Kettle Option	Crack Pro Kettle Option - Loading Hatch Conveyor	Attachment # 2 dated July 26, 2007 - Option to add a Loading Hatch Conveyor	Thorworks Industries Inc Contract 4400001047	\$9,100.00
	Kettle Option	Crack Pro Kettle Option - Heated Hose (Electric)	Attachment # 2 dated July 26, 2007 - Option to add a Heated Hose (Electric)	Thorworks Industries Inc Contract 4400001047	\$3,800.00
018710	Field Mix Patching Machine	Rosco RA 2000	Attachment # 3 dated July 18, 2007 - 018710 - Patching Machine, Trailer Mounted	Stephenson Equipment Inc Contract 4400001046	\$48,340.00
018720	Field Mix Patching Machine	Dura Patcher 81-DJ	Attachment # 3 dated July 18, 2007 - 018720 - Patching Machine, Trailer Mounted	Highway Equipment and Supply Co Contract 4400001045	\$47,150.00
018730	Field Mix Patching Machine	Crafco Magnum 91000	Attachment # 3 dated July 18, 2007 - 018730 - Patching Machine, Trailer Mounted	Crafco Inc Contract 4400001043	\$52,500.00

EQUIPMENT SHEET
Road Surface Patching Equipment
(5680-05)

PENNDOT EQUIPMENT CODE NUMBER (ECN)	EQUIPMENT TYPE	MAKE AND MODEL	DESCRIPTION - APPLICABLE SPECIFICATIONS (to include PCID NO. 1075, Eff. April 25, 2007 and any drawings referenced in the specifications)	CONTRACTOR NAME AND CONTRACT NUMBER	UNIT PRICE
037100	Asphalt Reheater	Falcon B4P2XI	Attachment # 4 dated August 22, 2007 - 037100 - Asphalt Reheater, Trailer Mounted, 4 Ton Storage Unit, Combination Unit, Propane	Falcon Road Maintenance Equipment Inc Contract 4400001044	\$18,500.00
037300	Asphalt Reheater	Falcon B4P1XI	Attachment # 4 dated August 22, 2007 - 037300 - Asphalt Reheater, Trailer Mounted, 4 Ton Storage Unit, Propane	Falcon Road Maintenance Equipment Inc Contract 4400001044	\$16,500.00
037400	Asphalt Reheater	Falcon B4D1XI	Attachment # 4 dated August 22, 2007 - 037400 - Asphalt Reheater, Trailer Mounted, 4 Ton Storage Unit, Diesel	Falcon Road Maintenance Equipment Inc Contract 4400001044	\$15,900.00



FULLY EXECUTED - REPRINT

Contract Number: 4400001041

Contract Effective Date: 09/20/2007

Valid From: 10/01/2007 To: 09/30/2008

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

Purchasing Agent

Name: Morse Robin

Phone: 717-346-8180

Fax: 717 346-3820

Your SAP Vendor Number with us: 308642

Supplier Name/Address:

Cimline Inc
2601 niagara Ln
Plymouth MN 55447-4721 US

Supplier Phone Number: 800-328-3874

Supplier Fax Number: 866-557-1971

Please Deliver To:

To be determined at the time of the Purchase Order unless specified below.

Contract Name:

Road Surface Patching Equip - Cimline

Payment Terms

NET 30

Solicitation No.: Issuance Date:

Supplier Bid or Proposal No. (if applicable): Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Road Surface Patching Equipment	0.000		0.00	1	0.00

General Requirements for all Items:

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____



FULLY EXECUTED - REPRINT

Contract Number: 4400001041

Contract Effective Date: 09/20/2007

Valid From: 10/01/2007 To: 09/30/2008

Supplier Name:

Cimline Inc

Header Text

PURCHASE ORDERS SHOULD BE SENT TO:

Cimline Inc
2601 Niagara Ln
Plymouth, MN 55447

CONTRACTOR POINT OF CONTACT DATA:

Name: Steve Johnson
Phone: 800-328-3874
E-Mail Address: sjohnson@cimline.com

THIS CONTRACTOR ALLOWS COSTARS PARTICIPATION

No further information for this Contract

Information:



FULLY EXECUTED - REPRINT

Contract Number: 4400001043

Contract Effective Date: 09/20/2007

Valid From: 10/01/2007 To: 09/30/2008

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

Your SAP Vendor Number with us: 171544

Purchasing Agent

Name: Morse Robin

Phone: 717-346-8180

Fax: 717 346-3820

Supplier Name/Address:

CRAFCO INC
CRAFCO INC
420 N ROOSEVELT AVE
CHANDLER AZ 85226-2601 US

Supplier Phone Number: 602-276-0406

Supplier Fax Number: 480-940-1425

Please Deliver To:

To be determined at the time of the Purchase Order unless specified below.

Contract Name:

Road Surface Patching Equip - Crafcoc

Payment Terms

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Road Surface Patching Equipment	0.000		0.00	1	0.00

General Requirements for all Items:

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____



FULLY EXECUTED - REPRINT

Contract Number: 4400001043

Contract Effective Date: 09/20/2007

Valid From: 10/01/2007 To: 09/30/2008

Supplier Name:

CRAFCO INC

Header Text

PURCHASE ORDERS SHOULD BE SENT TO:

Crafco, Inc
420 N. Roosevelt Avenue
Chandler, AZ 85226

CONTRACTOR POINT OF CONTACT DATA:

Name: Lisa Townsend
Phone: 602-276-0406
E-Mail Address: lisa.townsend@crafco.com

THIS CONTRACTOR ALLOWS COSTARS PARTICIPATION

No further information for this Contract

Information:



FULLY EXECUTED - REPRINT

Contract Number: 4400001044

Contract Effective Date: 09/20/2007

Valid From: 10/01/2007 To: 09/30/2008

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

Purchasing Agent

Name: Morse Robin

Phone: 717-346-8180

Fax: 717 346-3820

Your SAP Vendor Number with us: 303887

Supplier Name/Address:

FALCON ROAD MAINTENANCE EQUIPMENT I
DBA FALCON RME
120 Waldo Ave
Midland MI 48642-5965 US

Supplier Phone Number: 989-495-9332

Supplier Fax Number: 989-495-9342

Please Deliver To:

To be determined at the time of the Purchase Order unless specified below.

Contract Name:

Road Surface Patching Equip - Falcon

Payment Terms

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Road Surface Patching Equipment	0.000		0.00	1	0.00

General Requirements for all Items:

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____



FULLY EXECUTED - REPRINT

Contract Number: 4400001044

Contract Effective Date: 09/20/2007

Valid From: 10/01/2007 To: 09/30/2008

Supplier Name:

FALCON ROAD MAINTENANCE EQUIPMENT I

DBA FALCON RME

Header Text

PURCHASE ORDERS SHOULD BE SENT TO:

Falcon Road Maintenance Equipment, Inc
120 Waldo Ave.
Midland, MI 48642

CONTRACTOR POINT OF CONTACT DATA:

Name: Gretchen Groulx
Phone: 989-495-9332
E-Mail Address: gretchen_groulx@falconrme.com

THIS CONTRACTOR ALLOWS COSTARS PARTICIPATION

No further information for this Contract

Information:



FULLY EXECUTED - REPRINT

Contract Number: 4400001045

Contract Effective Date: 09/20/2007

Valid From: 10/01/2007 To: 09/30/2008

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

Your SAP Vendor Number with us: 117593

Purchasing Agent

Name: Morse Robin

Phone: 717-346-8180

Fax: 717 346-3820

Supplier Name/Address:

HIGHWAY EQUIPMENT & SUPPLY CO
4500 PAXTON ST
HARRISBURG PA 17111-2536 US

Supplier Phone Number: 7175643031

Supplier Fax Number: 717-564-3568

Please Deliver To:

To be determined at the time of the Purchase Order unless specified below.

Contract Name:

Road Surface Patching Equip - Highway

Payment Terms

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Road Surface Patching Equipment	0.000		0.00	1	0.00

General Requirements for all Items:

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____



FULLY EXECUTED - REPRINT

Contract Number: 4400001045

Contract Effective Date: 09/20/2007

Valid From: 10/01/2007 To: 09/30/2008

Supplier Name:

HIGHWAY EQUIPMENT & SUPPLY CO

Header Text

PURCHASE ORDERS SHOULD BE SENT TO:

Highway Equipment & Supply Co
4500 Paxton St
Harrisburg, PA 17111

CONTRACTOR POINT OF CONTACT DATA:

Name: Vince Pagano
Phone: 717-564-3031
E-Mail Address: vpagano@hwyequip.com

THIS CONTRACTOR ALLOWS COSTARS PARTICIPATION

No further information for this Contract

Information:



FULLY EXECUTED - REPRINT

Contract Number: 4400001046

Contract Effective Date: 09/20/2007

Valid From: 10/01/2007 To: 09/30/2008

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

Your SAP Vendor Number with us: 150032

Purchasing Agent

Name: Morse Robin

Phone: 717-346-8180

Fax: 717 346-3820

Supplier Name/Address:

STEPHENSON EQUIPMENT INC
DBA SERVICE SUPPLY CORPORATION
STEPHENSON EQUIPMENT INC
7201 PAXTON ST
HARRISBURG PA 17111-5198 US

Supplier Phone Number: 717-564-3434

Please Deliver To:

To be determined at the time of the Purchase Order unless specified below.

Contract Name:

Road Surface Patching Equip - Stephenson

Payment Terms

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Road Surface Patching Equipment	0.000		0.00	1	0.00

General Requirements for all Items:

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____



FULLY EXECUTED - REPRINT

Contract Number: 4400001046

Contract Effective Date: 09/20/2007

Valid From: 10/01/2007 To: 09/30/2008

Supplier Name:

STEPHENSON EQUIPMENT INC

DBA SERVICE SUPPLY CORPORATION

Header Text

PURCHASE ORDERS SHOULD BE SENT TO:

Stephenson Equipment, Inc
7201 Paxton Street
Harrisburg, PA 17111

CONTRACTOR POINT OF CONTACT DATA:

Name: Karen H. Hardy
Phone: 800-325-6455
E-Mail Address: khardy@stephensonequipment.com

THIS CONTRACTOR ALLOWS COSTARS PARTICIPATION

No further information for this Contract

Information:



FULLY EXECUTED - REPRINT

Contract Number: 4400001047

Contract Effective Date: 09/20/2007

Valid From: 10/01/2007 To: 09/30/2008

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

Your SAP Vendor Number with us: 164232

Purchasing Agent

Name: Morse Robin

Phone: 717-346-8180

Fax: 717 346-3820

Supplier Name/Address:

THORWORKS INDUSTRIES INC
2520 CAMPBELL ST
SANDUSKY OH 44870-5309 US

Supplier Phone Number: 4196264375

Supplier Fax Number: 419-626-5477

Please Deliver To:

To be determined at the time of the Purchase Order unless specified below.

Contract Name:

Road Surface Patching Equip - Thorworks

Payment Terms

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Road Surface Patching Equipment	0.000		0.00	1	0.00

General Requirements for all Items:

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____



FULLY EXECUTED - REPRINT

Contract Number: 4400001047

Contract Effective Date: 09/20/2007

Valid From: 10/01/2007 To: 09/30/2008

Supplier Name:

THORWORKS INDUSTRIES INC

Header Text

PURCHASE ORDERS SHOULD BE SENT TO:

Thorworks Industries Inc
PO Box 2277
Sandusky, OH 44870

CONTRACTOR POINT OF CONTACT DATA:

Name: Steve Rapp
Phone: 419-626-4375 X148
E-Mail Address: srapp@thorworks.com

THIS CONTRACTOR ALLOWS COSTARS PARTICIPATION

No further information for this Contract

Information:

Manufacturers standard diesel powered Air Compressor shall be ordered utilizing the following code/s.

003300 - Compressor, 125 CFM minimum with Trailer, Portable

003500 – Compressor, 185 CFM minimum with Trailer, Portable

The following additional items shall be supplied

The unit shall be painted PENNDOT yellow. Reference DUPONT 6808 shade only.

1. FAST LUBE OIL CHANGE SYSTEM (FLOCS): Per EQN 351A.
2. OSHA deadman valve on each opening
3. THOR hose couplings on hose ends that are compatible with the breaker quick coupler half, with locking sleeves.
One THOR coupler mounted on the tongue to serve as a holder to keep two (2) hose ends in place.
4. Tool lubricator. minimum 1 quart capacity mounted in line.
5. Reels: Two (2) 50 feet live hose reels mounted on the top or side of the cabinet or the frame facing rearward. (If reels are mounted on rear, the bumper shall be set back far enough to afford protection.)
6. Hourmeter – hourmeter shall record only when the engine is running.
7. Gauge package to include: fuel, voltage, oil pressure, tachometer and air pressure.
8. Tool box/s with a capacity for two (2) large silenced breakers and one (1) air tamper.
9. Vandalism package: All fill caps such as for fuel, engine oil, hydraulic oil, radiator etc. shall be lockable or located inside lockable housing cabinet (s). With padlock (s) and key (all locks keyed alike).
10. Safety valve that shall react instantly (shutdown) and automatically, for hose failure or accidental uncoupling which eliminates the possibility of dangerous hose whiplash.
11. TRAILER: Ref: EQN-84 and EQN-80A.
The compressor, engine, accessories and housing shall be mounted on the trailer. The unit shall have a heavy duty rear bumper. The bumper shall be as wide as the compressor cabinet. .
Unit shall be equipped with a hand actuated brake.
Electrical lighting: Per Federal and State regulations for stop, turn and tail lights.
Seven-wire trailer and connector set to extend to the front of the hitch, per ATA wiring sequence.
Cable shall be furnished with a Pollak 7-wire connector Part #11-910 or equal with cable guard spring and wired to mate with standard truck wiring.
No splices shall be made outside a weatherproof plastic box sealed to avoid condensation.
All electrical connections shall be swabbed with dielectric grease.
Cable shall extend 8 feet beyond pintle.
There shall be a Cole Hersee Part # 11750 or equal stor-a-way trailer connector plug holder located in the tongue area.
12. Hitch height: Adjustable hitch to facilitate towing in horizontal position. With variable truck hitch height seating level(s). Pintle per EQN – 84
13. Safety Chains: Two (2), rust-proof, coil-proof, high tensile. Length to suit but not less than 4 feet long and to extend 3 feet beyond the Pintle. One end welded to each side of the tongue, the opposite end shall have a drilled type clevis pin and a screw type forged steel clevis.

August 14, 2007 KGK

Manufacturers standard various sized kettles designed to be towed fully loaded at 35 mph. Units shall be ordered utilizing the following PennDOT Equipment ECN Code/s **009960 to 010830**

Vendors may bid the following manufacturers standard kettles from 100 gallons to 400 gallons using the appropriate code.

Conveyors, air compressors and heated hoses for kettles will be separate line item options.

009970-Cimline, Magma Series, Model 110
 010120-Cimline, Magma Series, Model 230
 010820-Cimline, Magma Series, Model 410
 009960-Crafco, EZ Pour 100
 010000-Crafco, 125 Super Shot
 010050-Crafco, 250 Super Shot
 010110-Crafco, EZ Series II-1000
 010810-Crafco, EZ Pour 400
 009980-Crack Pro, 100
 010130-Crack Pro, 200
 010830-Crack Pro, 400

The following additional items shall be supplied:

The unit shall be painted PennDOT yellow. Reference DUPONT 6808 for shade only.

1. Surge brake system per EQN-84 including break-away safety mechanism, free backing, and with parking brakes or with all-purpose wheel chocks with rope handle.
2. Electrical lighting per Federal and State regulations for stop, turn and tail lights.
 Seven-wire trailer and connector set to extend to front of hitch inside protective conduit as per ATA wiring sequence.
 Cable shall be furnished with a Pollak 7-wire connector Part #11-910 or equal with cable guard spring and wired to mate with standard truck wiring.
 No splices shall be made outside a weather-proof plastic box sealed to avoid condensation and all electrical connections shall be swabbed with dielectric grease.
 Cable shall extend 8 feet beyond pintle.
 There shall be a Cole Hersee Part #11750 or equal stor-a-way trailer connector plug holder located in the tongue area. Ref: EQN-80A
3. Hitch height: Adjustable hitch to facilitate towing in horizontal position. With variable truck hitch height seating level(s). Pintle per EQN – 84
4. Safety Chains: Two (2), rust-proof, coil-proof, high tensile.
 Length to suit but not less than 4 ft long and to extend 3 ft beyond the Pintle.
 Welded attached one on each side of the tongue with a drilled type clevis pin and a screw type forged steel clevis on the opposite end.
5. Handrails: On each side of the unit as a safety measure for the operator, with anti-slip paint.
6. All Grab Handles: To provide “optimum safety” for field personnel, with anti-skid paint.

7. Fire Protection: Fire extinguisher, rechargeable, with vehicle mount. Mounted for easy and quick access, towards rear of machine. 20 lb 2A:10B:C with weather-proof cover.
8. Tool Box: Manufacturer standard
9. Hour-meter, which operates only when the engine runs.
10. Safety: All moving parts (e.g. belts, gears, etc.) and hot parts shall be provided with protective guards. Exhaust pipe with muffler shall not be a safety hazard and shall not interfere with operation of the engine.
There shall be "HOT" markings on both sides of the kettle (marking imprinted "HOT" and 3257) requirements of 49CFR.
11. Shield: Engine shall be protected from inclement weather. Cover shall be removable to allow engine access. Top shall be solid metal and sides shall be perforated as necessary to allow for proper cooling.

Noise Level: Not more than 84dBA measured at 4 foot distance from the center of rear bumper and in a horizontal plane 4 feet above the ground with burners in operational condition.

AIR COMPRESSOR:

If a unit is ordered with an air compressor the following must be included in the option price. The standard air compressor shall be a minimum of 50 CFM an additional line item may be added for an upgraded 70 CFM minimum compressor.

The trailer shall be of additional sufficient length and strength to support the tongue weight of the air compressor, drive and reel assembly.

Additional weight shall be compensated for throughout the entire trailer assembly.

There shall be an additional hydraulic pump (one for the melter and one for the compressor). There shall be 50 feet of 0.3750 inch I.D., minimum 300 PSI, oil resistant, static non-conductive air hose. The hose shall be placed on a reel assembly (Reelcraft Model 7800 OMS "stainless steel" (Tel. #219-248-8188, or equal), mounted on the roadside. There shall be a trigger pistol grip design to allow for infinite control of output pressure and automatic shut-off when released or if dropped.

LOADING HATCH/CONVEYOR:

If a unit is ordered with a conveyor the following must be included in the option price.

Loading hatch/ Conveyor: There shall be a powered conveyor that runs from the loading hatch over the front of the kettle trailer to the towing vehicle. The conveyor shall have a weatherproof operating switch at the vehicle end and at ground level on the curbside of the melter. The loading hatch will be equipped with a splash resistant loading tower that will automatically close as sealant blocks are dropped. The hatch must properly seal not allow entry of weather into kettle.

The conveyor shall have an operator control at the loading end and at the curbside. The loading end control has a momentary "ON" switch and an emergency stop button. The "ON" switch must be held in the on position to power the conveyor. The "EMERGENCY STOP" button is provided to disable the conveyor. The sealant blocks are placed on the conveyor and the momentary switch activated to move the sealant blocks forward. The curbside control is equipped with a momentary "ON" switch and a "FOR-REV" switch.

The curbside momentary "ON" switch is used for dispensing the sealant block after the conveyor is fully loaded. The electrical enclosures shall be waterproof to protect the electrical components from the environment. The electrical circuit shall be protected by a circuit breaker for added protection to the equipment. The conveyor is hydraulically driven and controlled by a four-way valve. The valve is activated by an electric solenoid.

A low profile top loading splash prevention box shall be provided at the top of the material tank and located on the curbside of the machine for operator safety. The splash prevention box shall mount to the existing melter opening by either stitch weld or bolted in place.

The splash prevention box will be equipped with a loading tower that will automatically close as the sealant blocks are dropped from the conveyor. The inner doors shall pivot inside the loading tower and swing closed after the sealant blocks pass. A lid shall be provided on the loading box to be closed when the conveyor and melter are not in use. A handle is attached to the side of the lid for safety. The operator shall be able to open the lid on the splash prevention box without climbing on the melter. A splash prevention box shall have an adjustable mounting plate for the conveyor support.

The belt shall be white friction surface butyl material that can withstand temperatures up to 500 degrees F. The belt shall be able to hold weights up to 800 LB.

HEATED HOSE (ELECTRIC):

An option price must be included for a heated hose.

ONLY UNITS THAT HAVE BEEN EVALUATED AND PRE-APPROVED PRIOR TO BID ENDING DATE WILL BE CONSIDERED IN THIS BID. FOR FUTURE PRE-APPROVAL PLEASE CONTACT THE PENNDOT EQUIPMENT DIVISION SPECIFICATION UNIT AT 717-783-2371

Manufacturers standard FIELD MIX PATCHING MACHINE To carry asphalt pothole patching machine and accessories, including the swinging overhead hose carrier boom on rear. Designed to be towed at 55 mph maximum for on-road/off-road use. Units shall be ordered utilizing the following equipment code/s.

018710 – PATCHING MACHINE, TRAILER MOUNTED, ROSCO RA 2000

018720 – PATCHING MACHINE, TRAILER MOUNTED, DURA PATCHER 81-DJ

018730 – PATCHING MACHINE, TRAILER MOUNTED, CRAFTCO MAGNUM 91000

The following additional items shall be supplied

The unit shall be painted PENNDOT yellow. Refer DUPONT 6808 for shade only.

1. FLOCS system per EQN-351A.
2. Hourmeter –shall record only when the engine is running.
3. Vandalism package: All fill caps such as for fuel, engine oil, hydraulic oil, radiator etc. shall be lockable or located Inside lockable housing cabinet (s). With padlock (s) and key (all locks keyed alike).
4. Fire extinguisher, 20 LB. 2A:10B:C rechargeable with vehicle mount and weatherproof cover.
5. Surge brake system including break-away safety mechanism, free backing and with parking brakes EQN-84 and with all-purpose wheel chocks with rope handle. Electrical lighting per Federal and State regulations for stop, turn and tail lights. Seven-wire trailer and connector set to extend to front of hitch inside protective conduit as per ATA wiring sequence.
Cable shall be furnished with a Pollak 7-wire connector Part #11-910 or equal with cable guard spring and wired to mate with standard truck wiring.
No splices shall be made outside a weather-proof plastic box sealed to avoid condensation and all electrical connections shall be swabbed with dielectric grease.
Cable shall extend 8 feet beyond pintle.
There shall be a Cole Hersee Part #11750 or equal stor-a-way trailer connector plug holder located in the tongue area. Ref: EQN-80A
6. Hitch Assembly per EQN – 84 Adjustable hitch to facilitate towing in horizontal position. With variable truck hitch height seating level(s). Jack stand to accommodate loaded unit weight per EQN-84
7. Safety Chains: Two (2), rust-proof, coil-proof, high tensile. Length to suit but not less than 4 feet long and to extend 3 feet beyond the Pintle. Welded attached one on each side of the tongue with a drilled type clevis pin and a screw type forged steel clevis on the opposite end.
8. Safety Switches: For operator safety, safety switches shall be incorporated to stop the tailgate screw feeder and the pick-up wheel when the protective screen/cover on receiving hopper is lifted/removed or to stop stone delivery and air velocity.

ONLY UNITS THAT HAVE BEEN EVALUATED AND PRE-APPROVED PRIOR TO BID ENDING DATE WILL BE CONSIDERED IN THIS BID. FOR FUTURE PRE-APPROVAL PLEASE CONTACT THE PENNDOT EQUIPMENT DIVISION SPECIFICATION UNIT AT 717-783-2371

July 18, 2007 KGK

Manufacturers standard ASPHALT REHEATER, TRAILER MOUNTED, 4 TON STORAGE UNIT To carry asphalt pothole patching material. Designed to be towed at 55 mph maximum for on-road/off-road usage. shall be ordered utilizing the following code/s.

037100- TRAILER, ASPHALT REHEATER, 4 TON STORAGE UNIT, COMBINATION UNIT Defined as standard propane unit with 35 gallon insulated tack/sealant tank, LPG heated, thermostatically controlled.

037300-TRAILER, ASPHALT REHEATER, 4 TON STORAGE UNIT, PROPANE

037400-TRAILER, ASPHALT REHEATER, 4 TON STORAGE UNIT, DIESEL

The following additional items shall be supplied

The unit shall be painted PennDOT yellow, ref. Dupont 6808 for shade only. Rust preventative treatment or primer is required. All metal surfaces including rims shall be cleaned prior to primer and final painting.

1. Vandalism package: All fill caps shall be lockable or located inside lockable housing cabinet (s). With padlock (s) and key (all locks keyed alike).
2. Fire extinguisher, 20 LB. 2A:10B:C rechargeable with vehicle mount and weatherproof cover.
3. Surge brake system including break-away safety mechanism, free backing and with parking brakes EQN-84 and with all-purpose wheel chocks with rope handle. Electrical lighting per Federal and State regulations for stop, turn and tail lights. Seven-wire trailer and connector set to extend to front of hitch inside protective conduit as per ATA wiring sequence.
Cable shall be furnished with a Pollak 7-wire connector Part #11-910 or equal with cable guard spring and wired to mate with standard truck wiring.
No splices shall be made outside a weather-proof plastic box sealed to avoid condensation and all electrical connections shall be swabbed with dielectric grease.
Cable shall extend 8 feet beyond pintle.
There shall be a Cole Hersee Part #11750 or equal stor-a-way trailer connector plug holder located in the tongue area. Ref: EQN-80A
4. Hitch Assembly per EQN – 84 Adjustable hitch to facilitate towing in horizontal position.
5. Safety Chains: Two (2), rust-proof, coil-proof, high tensile. Length to suit but not less than 4 feet long and to extend 3 feet beyond the Pintle. Welded attached one on each side of the tongue with a drilled type clevis pin and a screw type forged steel clevis on the opposite end.
6. A 12 volt self contained power source shall be included with unit capable of operating thermostatic burner controls. Power source shall include lockable/enclosed and vented battery box, 12 volt deep cycle battery, 120 volt/12 volt power inverter-trickle charger to allow overnight heating.
7. Adjustable hitch to facilitate towing in horizontal position. With three (3) variable truck hitch heights between 22 inch and 26 inch. Per EQN-84
8. Heavy duty screw type tongue jack of proper weight rating to support fully loaded unit. Per EQN- 84

9. Stepping areas shall be non-skid profile; horizontal surfaces of expanded metal (including the tops of fenders) or "BUSTIN" safety step material or equal; outer edge must be serrated and banded. Non-skid tape is not acceptable.
10. Unit shall have all applicable decals and safety labels. NOTE: Unit shall have decal or stencil - minimum 3 inches - "HOT" on both sides of unit.

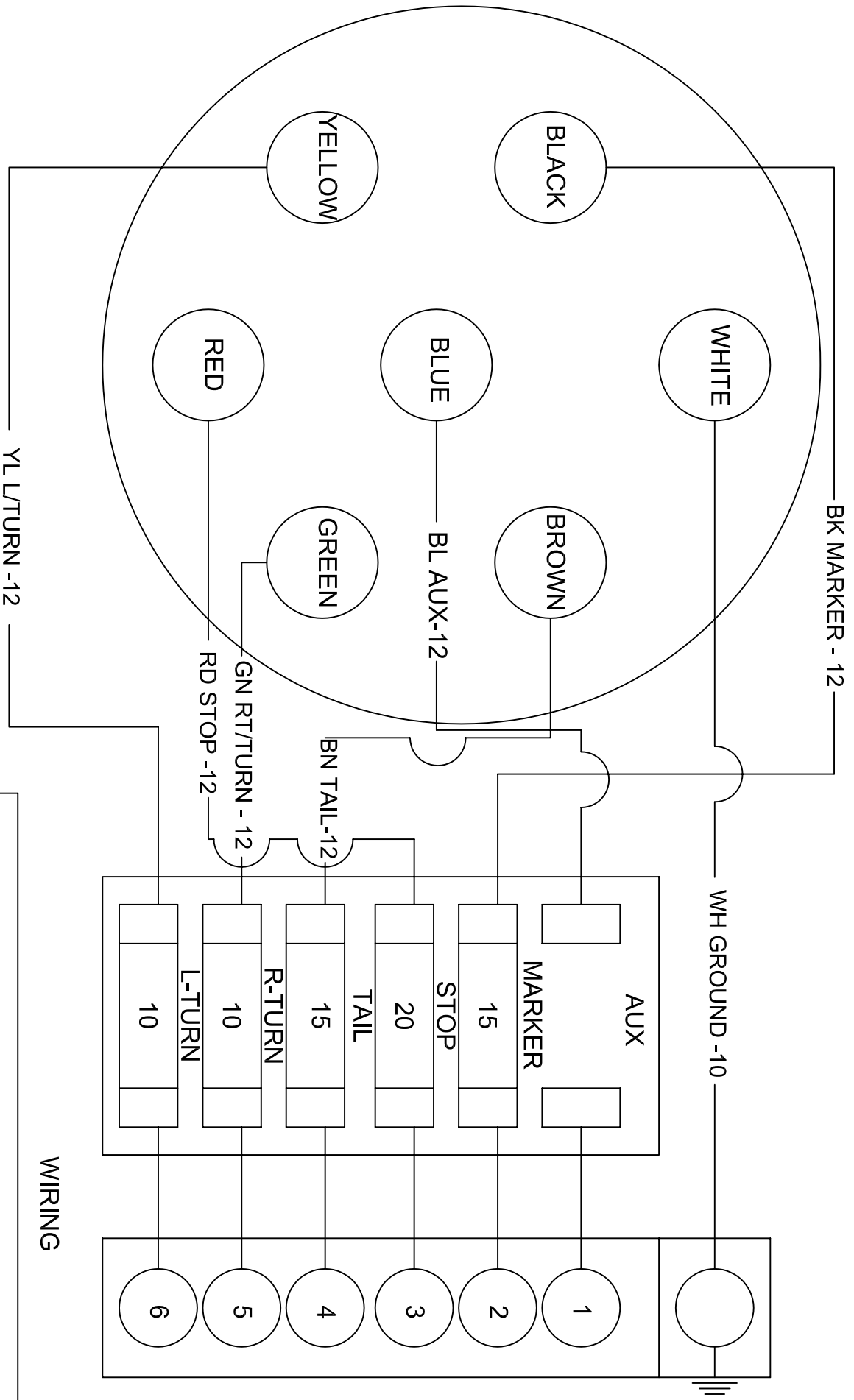
Other Items to be included per code referenced if applicable:

Fuel: Automatic tank switch over arrangement. Designed to be operated on two, 100-lb. Propane Vapor Gas Cylinders (not included). Include with codes 037100 and 037300

Controls: Flame sensing, thermostatically controlled located lockable, cabinet enclosure. Include with codes 037100, 037300 and 037400

Auxiliary Heaters: Two 50,000 BTU/hr. infrared heaters with individual controls. Include with codes 037100, 037300 and 037400

Solvent Cleaner Tank : Spill proof construction, minimum 12 gallon tank capacity. Include with codes 037100, 037300 and 037400



WIRING

PA DEPARTMENT OF TRANSPORTATION

**WIRING DIAGRAM/
7 WAY CONNECTOR**

REVISIONS			DRAWN BY			SCALE		
NO.	DATE	BY	DATE	BY	SCALE			
1	12-23-06							
2	12-08-95	WHM	07-22-95	WHM	N/A			
3	07-22-98	WHM						
4	03-30-00	GAH						
5	11-29-06	CJW						

- NOTES**
1. Wire shall be 7 way (1-10 guage; 6-12 guage) per ATA color code with eyelets at junction box, clamped every 18" min.
 2. Wiring from junction box to auxiliary lights shall not have external splicing.

SURGE-BRAKE ACTUATOR WITH 3in. LUNNETTE EYE. REF: DICO MODEL 20 OR DICO MODEL 10 OR EQUAL.

VARIABLE ADJUSTMENT BY COMBINATION OF ONE OR BOTH ADJUSTMENTS TO ALLOW 18in. TO 32in.

SEE NOTE

SAFETY CHAINS (2) MUST EXTEND A MINIMUM OF 3ft. BEYOND PINTLE WITH SAFETY HOOKS.

BREAK-AWAY CHAIN

GROTE 897020 (12ft. (min) / DM COIL CORD) TO EXTEND 8ft. BEYOND PINTLE.

TOP VIEW

HEAVY DUTY (BOX CHANNEL PREFERABLE) DESIGN WITH MINIMUM CAPACITY NOT LESS THAN 10% MORE THAN TONGUE WEIGHT OF THE TRAILER.

NOTE: JACK STAND SHALL BE CENTERED AS BEST AS POSSIBLE.

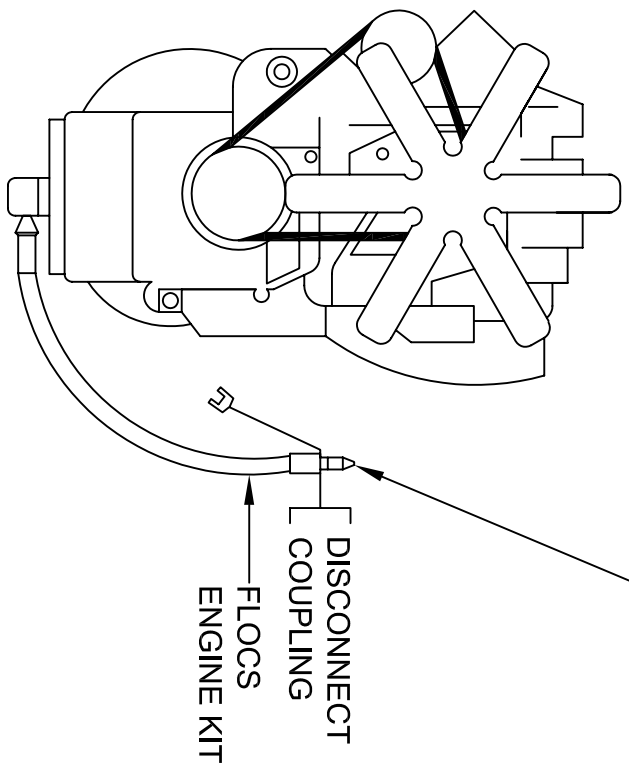
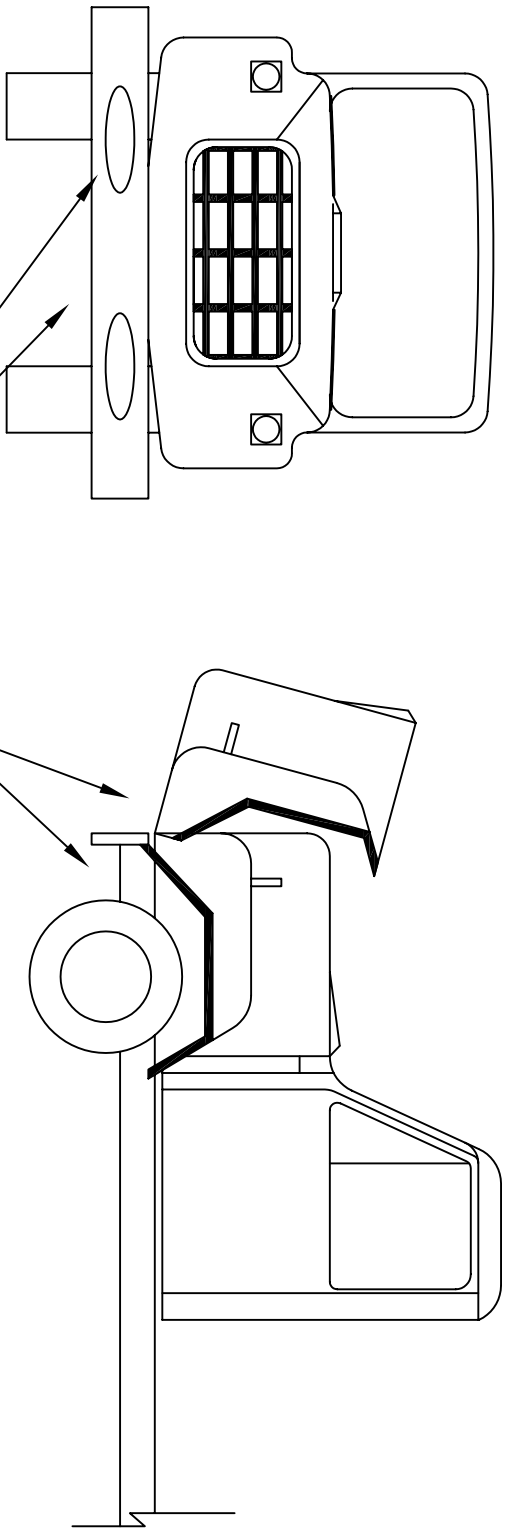
ANY ALTERNATE OR ADDITIONAL DESIGNS RECOMMENDED BY THE MANUFACTURER SHALL BE SUBMITTED, IN WRITING, TO THE EQUIPMENT DIVISION SPECIFICATION UNIT FOR APPROVAL.

NOTE: THERE SHALL BE A COLE HERSEE, HOLDER 11750 MOUNTED IN THE TONGUE AREA.

PA DEPARTMENT OF TRANSPORTATION

TRAILER, FRONT END SPECIFICATIONS

REVISIONS			DRAWN BY			SCALE		
NO.	DATE	BY	DLW	N/A	EQN-84			
1	04-14-04	BLD						
2	12-15-06	CJW						
3	05-16-07	KNH	DATE 10-09-97	CHK'G BY WHM	SHEET 1 OF 1			



"TYPICAL"

PA DEPARTMENT OF TRANSPORTATION

FAST LUBE OIL CHANGE SYSTEM
OVERVIEW AND PARTS LIST

REVISIONS			
NO.	DATE	BY	
1	07-01-03	BLD	
2	10-20-06	CJW	
3			
4			
5			

DATE	DRAWN BY	SCALE	CHECKED BY	
08-22-97	DLW	N/A	WHM	EQN-351A

1. CONTACT AEROQUIP WITH YOUR DRAIN PAN PLUG SIZE
2. AEROQUIP DEALER TELEPHONE NUMBERS:

ADVANCED FLUID CONNECTORS..... 717-757-1068
 AIR BRAKE & POWER EQUIPMENT CO.. 717-622-6188
 AMERICAN BEARING & POWER..... 717-569-3291
 GOODALL RUBBER COMPANY 610-534-2100
 POWER DRIVES INC..... 814-833-8181
 R L MILLER INC..... 412-833-6800
 R L MILLER INC..... 814-456-8900
 SRG/BEVCO..... 610-358-3100
 VOTO MANUFACTURERS SALES CO.... 814-226-7101

FLOCS SHALL INCLUDE, BUT NOT LIMITED TO:

- A. DUST CAP 5657-12
- B. HOSE TO SUIT LENGTH
- C. HOSE FITTING TO SUIT
- D. ADAPTER TO SUIT
- E. HOSE CLAMP #900729-6
- F. BRACKET TO SUIT
- G. COUPLING 5602-12-12S

PA DEPARTMENT OF TRANSPORTATION				
REVISIONS			FAST LUBE OIL CHANGE SYSTEM OVERVIEW AND PARTS LIST	
NO.	DATE	BY	DATE	
1	07-01-03	BLD		
2	10-20-06	CJW	08-22-97	
3				
4				
5				



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA COMMERCIAL ITEM DESCRIPTION (PCID)

GENERAL REQUIREMENTS FOR BIDDING PennDOT VEHICLES/EQUIPMENT

(This item description supersedes PCID No. 1075 eff. 6/25/03)

PCID NO. 1075
 Eff. 04/25/07

These General Requirements shall apply to all on-road and off-road vehicles, highway equipment, agricultural equipment and construction equipment, procured for use by the Department of Transportation, Commonwealth of Pennsylvania (PennDOT). These requirements are in addition to any supplemental specifications identified in the invitation for bids. The following shall be considered MINIMUM requirements.

A. STANDARDS, CODES, RULES, REGULATIONS:

1. Each vehicle or unit of equipment shall conform to any and all requirements contained in the Pennsylvania Motor Vehicle Code.
2. Each vehicle or unit of equipment shall comply with all current applicable Federal Motor Vehicle Safety Standards, Federal and Pennsylvania Exhaust Emission and Noise Standards, and EPA and OSHA requirements. The appropriate decals indicating compliance shall be affixed to the vehicle/equipment.
3. Each vehicle or unit of equipment shall be manufactured in accordance with any codes, standards and engineering practices as recommended by the following professional organizations for the specific vehicle/equipment:

American Institute of Steel Construction (AISC)
 American National Standards Institute (ANSI)
 American Society of Mechanical Engineers (ASME)
 American Society for Testing and Materials (ASTM)
 American Trucking Association (ATA)
 American Welding Society (AWS)
 American Wood-Preservers Association (AWPA)
 Battery Council International (BCI)
 British Standards Institute (BSI): Limits and Fits
 Compressed Air and Gas Institute (CAGI)
 Industrial Fastener Institute (IFI)
 International Standards Organization (ISO)
 Joint Industrial Council (JIC)
 National Fire Protection Association (NFPA)
 National Truck and Equipment Association (NTEA)
 Power Crane and Shovel Association (PSCA)
 Society of Automotive Engineers (SAE)
 Society of Manufacturing Engineers (SME)
 Steel Structure Painting Council (SSPC)
 Tire and Rim Association (TRA)

B. COMPONENTS, PARTS AND ACCESSORIES:

1. When "No Substitute" components, parts or accessories are designated, only this type of component, part or accessory is acceptable.

2. All equipment and parts furnished shall be of the manufacturer's most current design, shall be included in its most current published list of models in stock and shall satisfy, these specifications.
3. The same model components shall be utilized on all units supplied by the successful bidder under the specifications.
4. All electronic systems associated with the vehicle/equipment shall be properly insulated so as not to not cause any interference with the operation of the vehicle or the land mobile radio communications system, when properly installed in the vehicle.
5. Power systems must be compatible with the engine, transmission, axles, hydraulic system and power steering, etc., in order to meet the requirements specified herein.
6. Vehicles shall meet the maximum gradeability of the manufacturer when loaded to maximum Gross Vehicle Weight Rating ("GVWR") without exceeding the engine manufacturer's recommended maximum revolutions per minute ("RPM") based on maximum net torque.
7. The ratio of the rear axle and transmission shall be geared to maintain a road speed of approximately 65 mph on a level road, when operating at maximum GVWR without exceeding the recommended engine rpm figure. This is not applicable to construction type equipment.

C SITE VISITS:

Prior to submission of its bid, a bidder may contact PennDOT and schedule a site visit to inspect vehicles/equipment (as available) in PennDOT's current inventory in order to further clarify any drawings, pictures and specifications. Units may be available in the field for bidders to inspect at one or more of PennDOT's Maintenance Districts, but the Commonwealth makes no guarantee that any particular vehicle/equipment shall be located at a site convenient to the bidder's place of business. The site visit must be scheduled with the Equipment Division by calling (717) 787-1567. It is the bidder's responsibility to complete the site visit in time to submit a bid. All travel will be at the bidder's expense.

D. ON BOARD VEHICLE/EQUIPMENT REQUIREMENTS:

1. Each vehicle and unit of equipment shall include the proper forms to apply for a Pennsylvania title and license. These forms will include: the original manufacturer's statement of origin signed by the successful bidder and notarized. All title papers shall be properly prepared and executed. The application for title, Form MV-1 shall indicate the name and address exactly as follows: Pa. Dept. of Transportation, Equipment Division, 17th Street and Arsenal Blvd., Harrisburg, PA 17120 (ATTN: Specifications Unit).
2. Trucks and trailers shall be certified to meet or exceed requirements to obtain a Pennsylvania license. For medium and heavy-duty trucks and vans, the GWVR shall be identified in the vehicle's cab as the final complete certification label (minimum rating). The Gross Combined Weight Rating (GCWR) shall be identified by decal in the cab to indicate the approved weight, which can be towed, if applicable.
3. Vehicles designated for on-road/off-road use shall meet the following requirements:
 - a. Shall have a valid Pennsylvania state inspection sticker, if applicable.
 - b. Shall have completed the manufacturers' recommended pre-delivery service.
 - c. Shall have the vehicle manufacturer's model name and model number stated on a decal affixed to the inside of the driver's side door.
 - d. Shall be clean, lubricated, serviced, fuel tank filled to full recommended capacity, all adjustments completed, all mechanical and electrical motors and components fully functional and operational, and the vehicle will be "work ready" for immediate use.

- e. Shall have appropriately placed decals indicating the types of required fuels or lubricants and the capacity of each fluid's reservoir that is required by the vehicle.
- f. Shall have permanent antifreeze in each vehicle to protect it at a level of -35°F. Only a low silicate type anti-freeze will be used for vehicles having diesel engines.
- g. Shall be free from all dealer signs/emblems.
- h. Hydraulic systems shall be compatible with Universal Tractor Fluid (UTF).
- i. Shall include a copy of the manufacturer's warranty and service policy with all warranty vouchers, certificates and coupons as in accordance with section E (GENERAL WARRANTY REQUIREMENTS) as listed below.
- j. Shall have each vehicle and major component identified with a metal identification tag that provides the OEM's name, model number and individual serial number. Tags will be affixed in an accessible and readable position on the item.

The above items are pre-delivery service items, and bidders should not misconstrue these requirements with warranty problems that arise after the Commonwealth accepts the completed unit which complies with the written specifications.

All charges for any of the aforementioned administrative and technical services and equipment are considered minimum acceptable requirements for delivery and shall be included in the bid price.

E. GENERAL WARRANTY REQUIREMENTS

The following warranty requirements are considered minimum unless otherwise stated in the invitation for bids. If the manufacturer's standard warranty exceeds the specified warranty, the manufacturer's standard warranty will apply. Manufacturer's warranty shall be provided in written or electronic form. All warranties will cover all labor and parts replacement, **without deductibles** during the warranty period, except as may be otherwise stated below or in the invitation for bids. This warranty, however, does not include items that must be replaced through ordinary wear and tear, but those parts ordinarily replaced through the servicing program will be replaced as part of the servicing program of equipment/vehicles, if appropriate. Parts replaced under this warranty will be of original equipment manufacturer (OEM) quality or higher. Service to the vehicle/equipment will be at a level to maintain or meet the manufacturer's requirements to sustain the warranty.

- 1. CONSTRUCTION EQUIPMENT: The construction and agricultural equipment manufacturer's service and warranty program for full machine ("bumper to bumper") shall be for a minimum of two (2) years or four thousand (4,000) hours whichever first occurs.
- 2. A. LIGHT DUTY TRUCKS & VANS (up to 19,500# GVWR):
The chassis and cab manufacturer's service and warranty program shall be for three (3) years or 36,000 miles (whichever first occurs), including powertrain. A two (2) year, unlimited mileage warranty is acceptable in lieu of a three year, 36,000-mile warranty. The vehicle shall be certified as having a capacity of towing 5,000 pounds minimum without voiding the warranty.
- 2. B. MEDIUM DUTY/HEAVY DUTY CAB & CHASSIS (19,501# GVWR or higher):
The chassis manufacturer's service and warranty program shall be for one (1) year or 12,000 miles (whichever first occurs).
- 3. ADDITIONAL SPECIFIC WARRANTY ITEMS (Applies to light, medium and heavy duty trucks only)
 - a. RUST PROOFING WARRANTY
Cabs/cowls shall be warranted for five (5) full years with no mileage or hourly limitations. This will include rusting through or perforation from within. This warranty and service program covers both

labor and parts for the full warranty period. Surface rust caused by chip, scratches, or damage caused by PennDOT employees is not covered by this warranty.

b. FRAME RAILS AND CROSSMEMBERS (Chassis)

For medium/heavy duty trucks, frame rails and cross members are warranted for five (5) full years with no mileage or hourly limitations. This warranty covers both parts and labor for the full warranty period. For light duty trucks and vans, the manufacturer's standard frame rail and crossmember warranty is acceptable.

c. FLAT BED WARRANTY

A vehicle's flat bed shall be warranted for three (3) years. This warranty covers both parts and labor for the full warranty period. A decal will be placed on the inside driver's door stating the warranty's terms and the name, address and telephone number of the contact person to initiate warranty claim services.

d. SERVICE/UTILITY BODY AND ASSOCIATED COMPONENTS WARRANTY

Fiberglass bodies will be warranted for five (5) years to include color fading. Steel service and utility bodies shall be warranted for five (5) years against defects and corrosion, including rust through or perforation from within. Surface rust caused by chip, scratches, or damage caused by PennDOT employees is not covered by this warranty. Associated components such as cranes, air compressors, and snowplows shall be covered by manufacturer's standard warranty. Manufacturer's standard warranty shall be provided in written or electronic form.

e. ENGINE AND TRANSMISSION WARRANTY

The engines for all Heavy/Medium Duty equipment/vehicles will be warranted for parts and labor for five (5) years or 150,000 miles (whichever first occurs). The engine warranty will include all items named or included within the valve covers, cylinder heads, block and oil pan. The transmission (automatic/manual) will be fully covered by the warranty and service program for two (2) years and will not be limited by mileage or hours. For light duty trucks and vans, the manufacturer's standard frame engine and transmission warranty is acceptable. Electronic fuel delivery components, electronic control modules and emission control components shall be covered for five (5) years or 100,000 miles whichever first occurs. After treatment Device/DPF shall be warranted for minimum 5 years or 100,000 miles.

f. WARRANTY CARD PROCEDURES

The successful bidder shall complete the warranty card except for the warranty start date. The PennDOT Equipment Division shall inform the successful bidder of the following: model number of vehicle; serial number of vehicle, equipment number, and location assigned; date released to the counties.

F. PILOT MODEL:

PennDOT reserves the right to require the successful bidder to make mutually agreeable arrangements to deliver a "pilot model" for initial inspection. Pilot model(s) shall be delivered to the Department of Transportation, 17th St., & Arsenal Blvd., Harrisburg, PA 17120 for inspection, testing and approval. The remaining units shall not be delivered for inspection, testing and approval until after the pilot model has been accepted by PennDOT. The remaining units shall fully meet the requirements of the specifications and must be indistinguishable from the approved pilot model. Presentation of a pilot model will not be required if the quantity is only one (1) unit. The pilot model must meet all the mechanical requirements of the specifications. PennDOT may field test the equipment to determine if it meets the performance requirements of the specifications. Performance testing results will normally be completed within two (2) weeks of date of delivery. There are administrative items that are required to be presented at the pilot model inspection. It is imperative that all of these items be presented at this time so they are ready for shipment, when the balance of the

units are delivered. PennDOT may withhold payment, where deemed necessary, pending receipt of these items. PennDOT disclaims any liability for damage to equipment that has not been unconditionally accepted by the PennDOT.

G. DELIVERY:

Time is of the essence. All units must be delivered within the number of days, specified in the invitation for bids, after receipt of the purchase order by the successful bidder. It shall be assumed by the parties that the successful bidder received the purchase order on the third business day following the date of the purchase order, unless the successful bidder provides credible evidence that the order was received on a later date. Bidders must specify delivery time in their bid. Phrases such as “as required”, “as soon as possible”, or “prompt” have no meaning and may be cause for rejection of the bid. The successful bidder shall deliver at ground level the complete unit(s) to the Equipment Division, 17th Street and Arsenal Blvd. Harrisburg, PA 17120. All deliveries shall be made on a working day between 7:00 AM and 3:30 PM. There is a loading dock at this location; however, any additional unloading cost shall be borne by the successful bidder. The terms of delivery are also controlled by other provisions in the invitation for bids.

The successful bidder shall submit to the PennDOT “on a continuing basis”, all service bulletins and technical letters as regularly issued by a manufacturer to dealers or large fleets. All the relevant information shall be supplied for the unit(s) forwarded to the Commonwealth to inform PennDOT of any improvements, changes and/or problems concerning the unit and its component parts. This information shall be addressed to the Pennsylvania Department of Transportation, % Equipment Division, 17th St. & Arsenal Blvd., Harrisburg, PA 17120, ATTN: Chief, Equipment Division. PennDOT reserves the right to have its representative(s) periodically inspect each unit during assembly at the successful bidder’s assembly point.

H. PROCEDURE FOR IMPLEMENTING REPAIRS:

In the event that a breakdown occurs, the repair work is to be performed by the successful bidder of record or his duly authorized representative within the Commonwealth. A copy of the successful bidder's work orders shall be supplied to the PennDOT County Equipment Manager and District Equipment Manager. Repairs assigned to the successful bidder can be performed at the successful bidder’s place of business, at his duly authorized representative’s place of business and, whenever possible, at the county maintenance facility or field locations. If services are to be performed at PennDOT’s county maintenance facilities or in the field, the successful bidder must provide proof of insurance as stated in the contract attachments. County Equipment Managers shall notify the successful bidder or his duly authorized service representatives that the vehicle/equipment is down for component repairs and follow PennDOT standard procedure for handling warranty problems in accordance with the benefits of this warranty. At this time of notification, the location of repair is to be mutually agreed upon based on the most timely and cost effective basis to the Department. All work orders against the warranted repair shall be kept in PennDOT’s Equipment History File at the county maintenance facility.

When repairs are to be performed at the successful bidder’s place of business or his duly authorized representative’s place of business, transportation of the vehicle/equipment within the Commonwealth of Pennsylvania shall be made by PennDOT. If determined by PennDOT that repairs cannot be handled within the Commonwealth, then transportation to and from the Commonwealth of Pennsylvania shall be the responsibility of the successful bidder.

If mileage costs will be charged to the Department for the diagnosis or repair of a warrantable item, an estimate of these costs shall be given to the County Equipment Manager prior to the repair agreement.

I. LUBRICATION AND COMPONENT INFORMATION:

The successful bidder shall provide lubrication and component information (as applicable) upon request by PennDOT. This information may be provided by copying and completing the sample forms attached to this document, or may be presented on forms prepared by the successful bidder and/or manufacturer. (see attached sample forms – 4 pages).

J. SUCCESSFUL BIDDER'S RIGHTS:

The successful bidder shall have the right to make periodic inspections to ascertain that the maintenance techniques and/or repair procedures are being administered in accordance with the guidelines set forth in this document. Preventive maintenance shall be performed by PennDOT in accordance with the component manufacturer’s

recommended procedures, or as modified during the contract through supplements. All internal parts of the components shall be the repair responsibility of the successful bidder, except maintenance adjustments.

APPROVALS:

Quality Assurance Specialist: Gerald J. Grecek, CPPB

Quality Assurance Supervisor: Craig E. Wolford, CPPB

Quality Assurance Manager: Paul Wolf, C.P.M., CPPB

Sample Forms (Instruction Sheet)

The Following Documents Shall Be Completed And Emailed / Shipped To

Email: Contact the Automotive Equipment Specialist @ The Equipment Division @ 717-705-2124 (This is an Excel Spread Sheet, a Work Copy will be Emailed to You)

**Mail: Equipment Division
17th & Arsenal Blvd.
Harrisburg, Pa. 17120
Attn: Specifications Division**

Note: These Forms Must Be Delivered to The Equipment Division With The Pilot Model!

**Instructions To Vendor For Completing The Attached Form
(We Would Prefer Having This Completed Electronically)**

Electronic:

- 1. Obtain Work Copy By Calling 717-705-2124**
- 2. All Sections Are to be Filled Out**
- 3. Insert N/A in All Sections That Do Not Apply, Do Not Leave any Sections Blank**
- 4. Manufacturer, Model No. And Part No. Should Reflect The Actual Component Manufacture**
- 5. Warranty Section Should Reflect The Coverage, The Vendor And/Or Equipment (Truck) Manufacturer Will Supply, Not The Component Manufacturer.**

Paper:

- 1. Same As Above, but Type or Print All Information**

LUBE AND COMPONENT SHEET

Equipment # Series		Effective Date						
PO Number		Unit Warranty Period						
Year		Engine Manufacturer						
Make		Engine Model						
Model								
VIN Number								
Vendor		Trans. Manufacturer						
Contact Person		Trans. Model						
Contact Phone Num.		Body Manufacturer						
		Body Number						
Oils & Lubes		Filters	Qty. of Filters	Part Number	Com. Code 2810-	Make	Change Interval	Filters Stocked
Engine Oil		Engine Oil Filter						
		Engine Oil Filter Secondary						
Transmission Oil		Transmission Filter						
		Aux. Trans. Filter						
Fuel		Fuel Filter Primary						
		Fuel Filter Secondary						
Rear Axle / Axles								
Steering Oil		Steering Filter						

Hydraulic Oil		Hydraulic Filter Suction						
		Hydraulic Filter Return						
Coolant		Coolant Filter						
Transfer Case								
Front Axle		Air Filter Primary						
Brake Fluid		Air Filter Secondary						
		Air Compressor Filter						
Description	Manufacturer	Model Number	Part Number				Warranty	
Air Compressor								
Air Dryer								
Alternator								
Auto Slack Adjuster								
Auto Lube System								
Axle Front								
Axle Rear								
Battery								
Belt Air Compressor								
Belt Alternator								
Belt Fan								
Belt Power Steering								
Brake Chamber (FRT)								
Brake								

Chamber (REAR)				
Brake Lining (FRT)				
Brake Lining (REAR)				
Clutch Assembly				
Differential				
Dump Body				
Electronic Joysticks				
Engine (AUX)				
Engine (MAIN)				
Fan				
GL 400				
GL 400 Wiring				
Grote Wiring Harness				
Hoist Cylinder				
Hydraulic Pump - Main				
Pump, Fuel				
Pump, Hydraulic Aux.				
Pump, Steering				
Pump, Water				
Radiator				
Rexroth Valve				
Starter				
Steering Gear				
Suspension System Tand				

Tank Fuel Capacity				
Tire Size Front LR				
Tire Size Rear LR				
Transaxle				
Transfer Case				
Transmission				
Wing Plow				