

Aggregates and Anti-Skid - Overview

MARKET DESCRIPTION

- Covers Commonwealth requirements for highway Aggregates and Antiskid Materials.
- Material must conform and be tested to specifications in PennDOT publication 408, page 703.
- Materials must be furnished from a qualified supplier listed in PennDOT Bulletin 14.
- Suppliers wishing to be listed in Bulletin 14 may contact the PennDOT Bureau of Construction and Materials, Materials Testing Division at 717-787-1037.
- Minimum order is 22 tons.

CONTRACT INFO

Contract	5610-15
Suppliers	
Validity Dates	01/01/2006 – 12/31/2010
Commodity Specialist	Thom Neptune
Contact Information	Tel: (717) 346-8178 tneptune@state.pa.us

✓ All using agencies may issue purchase orders against this contract

✓ Contract is within Procurement at <http://www.dgs.state.pa.us/>

PRICING HIGHLIGHTS

- This is a multi-line item Contract.
- Prices are established when PennDot Buyers place an RFQ on the eProcurement website for interested and qualified vendors to bid. This on line real time Bid & Award system allows individual Buyers and Vendors the opportunity to establish current pricing on materials on an as needed basis.

PARTICIPATION PROCESS

- This contract is used mainly by PennDOT
- Per Act 57, the contractors elect to sell or not sell the items on the contract to local procurement units at the same prices. See Contractor List & Qualified & Approved for specifics.
- Currently over 125 companies participate in the Contract.
- Reference Commonwealth contract 5610-15

Aggregates and Anti-Skid - Customers

Customers

[illegible]



**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

You are invited to submit a proposal in response to the attached Invitation to Qualify (ITQ) for the sale of Aggregate and Anti-skid Materials to the Commonwealth of Pennsylvania (Contract No. 5610-15). Those contractors that respond to this ITQ, that are found qualified by the Commonwealth, and receive an awarded contract, will be eligible to compete to provide Aggregate and Anti-skid Materials to the Commonwealth by submitting prices in response to requests for quotes (RFQs). While it is anticipated that RFQS for specific needs for Aggregate Material will be issued by the Commonwealth soon after the term of the contract begins in January 01, 2006. RFQs for Anti-skid Material will not be issued until after the expiration of the current contract (12/31/05).

The Commonwealth will qualify contractors for the sale of Aggregate and Anti-skid Materials as identified in this document.

In order to qualify your proposal must be received in Room 414 North Office Building, Harrisburg, Pennsylvania 17125 by 1:30 p.m. on June 22, 2005.

Contractors who qualify through this ITQ process will receive a copy of the signed Contract No. 5610-15.

The key date for the ITQ is: Proposals Due: June 22, 2005

Sincerely,

Brian Reinoehl, CPPB, Buyer

**Invitation To
Qualify
For the
Sale of Aggregate and Anti-skid Materials
to the
Commonwealth of Pennsylvania**

Contract No. 5610-15

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PART I

GENERAL INFORMATION FOR CONTRACTORS

1. **Purpose.** The purpose of this Invitation to Qualify (ITQ) is to qualify responsible and responsive contractors for the sale of Aggregate and Anti-skid Materials to the Commonwealth of Pennsylvania and numerous political subdivisions for various locations throughout the Commonwealth of Pennsylvania ("Commonwealth locations").

This ITQ will result in a contract that is the first step in a two-step procurement process. Only those contractors that respond to this ITQ and that are found qualified by the Commonwealth will be eligible to participate in the second step (the "Qualified Contractors").

The second step involves the issuance of Requests for Quotes ("RFQ") to the Qualified Contractors. Through this two-step process, the Qualified Contractors are offered the opportunity to submit prices for specific needs for aggregate and anti-skid materials to be supplied to Commonwealth locations. The Qualified Contractors selected through the RFQ process ("Selected Contractors") will supply materials to meet specific requirements of the Commonwealth as indicated in the RFQ.

2. **Issuing Office.** This ITQ is issued for the Commonwealth by the Pennsylvania Department of General Services, Bureau of Procurement. The Issuing Office is the sole point of contact in the Commonwealth for this ITQ. Please refer all inquiries to:

Brian Reinoehl, CPPB, Buyer
Bureau of Procurement
414 North Office Building
Harrisburg, Pennsylvania 17125
Telephone No. (717) 787-3475
Fax No. (717) 783-6241

3. **Scope.** This ITQ contains instructions for preparing and submitting a proposal, mandatory requirements to be eligible for consideration; contract terms and conditions; and a contract signature page.
4. **Proposals.** To be considered, a proposal must consist of a complete response using the format provided in Part III of this ITQ. The contract signature page must be included with the proposal and have an original signature of an official authorized to bind the bidder to the provisions of the proposal and ITQ. The proposal must be enclosed and sealed in an envelope that is clearly marked "Proposal" and includes the assigned contract number. The contents of the proposal of a Qualified Contractor and this ITQ will become contractual obligations when the contract is executed. For this ITQ, the proposal, as submitted, must remain valid during the entire execution process.
5. **Bid Security.** Contractors are not required to submit bid security with their proposals. Performance security may be required from the Qualified Contractors for specific RFQs issued by agencies. When performance security is required, the requirements will be set forth in the RFQ.
6. **Addenda to the ITQ.** If it becomes necessary to revise any part of this ITQ, addenda will be provided to all Contractors who received the original ITQ.
7. **Alternate Proposals.** For this ITQ, alternate proposals will not be accepted.

8. **Rejection of Proposals.** The Commonwealth reserves the right to reject any and all proposals received as a result of this ITQ.
9. **Incurring Costs.** The Commonwealth is not liable for any costs or expenses incurred in the preparation and submission of the proposals.
10. **Response Date.** In order to qualify under this ITQ and be considered for eligibility for any future RFQs, contractor proposals must be received in Room 414 North Office Building ("Proposal Receipt Location") by 1:30 p.m. on the date specified on the cover letter ("Response Date and Time").

Mail responses to:
Department of General Services
Attn: Bid Room
Rm. 414 North Office Building
Harrisburg PA 17125

It is the responsibility of each contractor to ensure that its proposal is received at the Proposal Receipt Location prior to the Response Date and Time regardless of medium used. If a contractor decides to mail its proposal, the contractor should allow adequate time for delivery. No proposal shall be considered if it arrives at the Proposal Receipt Location after the Response Date and Time.

Additional ITQs for this Contract may be issued by the Department of General Services for the purpose of supplementing the Contract with additional Qualified Contractors. In no event will a contractor be permitted to submit quotes until the contractor has been qualified through the ITQ process and has received a fully executed contract.

11. **Contractor Representations And Authorization.**

- a. Each contractor by signing and submitting its proposal understands, represents, and acknowledges that:
 - 1) The contractor has read and understands the terms and conditions of this ITQ.
 - 2) The Aggregates and Anti-skid offered will be in conformance with the specifications and requirements in this ITQ without exceptions.
 - 3) The price(s) and amount of a bid for any RFQ will be arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder.
 - 4) Neither the price(s) nor the amount of a bid in response to an RFQ, and neither the approximate price(s) nor the approximate amount of a bid, will be disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
 - 5) No attempt has been made or will be made to induce any firm or person to refrain from bidding on the RFQ, or to submit a bid higher than the contractor's bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
 - 6) The bid will be made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

- 7) To the best of the knowledge of the person signing the proposal, the contractor, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as disclosed by the contractor in its proposal.
 - 8) The contractor is not currently under suspension or debarment by the Commonwealth, or any other state, or the federal government, and if the contractor cannot certify, then it shall submit along with the proposal a written explanation of why such certification cannot be made.
 - 9) To the best of the knowledge of the person signing this proposal, and except as otherwise disclosed by the contractor in its proposal, the contractor has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the contractor that is owed to the Commonwealth.
 - 10) The contractor has not, under separate contract with DGS, made any recommendations to the Department of General Services concerning: the ITQ, the need for the Aggregates and anti-skid, or the specifications for Aggregates and anti-skid.
 - 11) All information provided by, and representations made by, the contractor in the proposal are material and important and will be relied upon by the Commonwealth in awarding the multiple participation award contract and the Contract Purchase Order(s). Any misstatement shall be treated as fraudulent concealment from the Commonwealth of the true facts relating to the submission of the proposal. A misrepresentation shall be punishable under Section 4904 of Title 18 Pa. C.S.A.
- b. Each contractor, by making its proposal, authorizes all Commonwealth agencies to release to the Commonwealth information related to liabilities to the Commonwealth including, but not limited to taxes, unemployment compensation, and workers' compensation liabilities.
 - c. If an award is made to the contractor, the contractor agrees that it intends to be legally bound to the multiple participation award contract that is formed between the Commonwealth and the contractor and any Contract Purchase Order(s) issued to the contractor.
12. **Contract.** This ITQ, when signed, approved, and delivered, with all exhibits incorporated by reference, shall constitute the final, complete, and exclusive contract between the Commonwealth and the Qualified Contractors.

A contract will be signed with each responsible contractor that meets all mandatory requirements and qualification criteria outlined in this ITQ as determined by the Issuing Office. Collectively, these contracts will constitute a multiple participation award contract that will identify the contractors who are eligible to be issued an RFQ.

The contract terms and conditions found in Part V & VI are not negotiable.

13. **Selected Contractor Responsibilities.** Selected Contractors will be expected to supply Aggregate and Anti-Skid Material at the price quoted in their quotes and in accordance with all terms and conditions of the awarded contract.
14. **Subcontracting.** Any use of subcontractors by the selected contractor must be approved in writing by the Commonwealth.
15. **Disclosure of Proposal Contents.** The proposal of each Qualified Contractor will become part of the awarded contract resulting from this ITQ, and is not, therefore, confidential. All other material submitted becomes the property of the Commonwealth of Pennsylvania and may be returned only at the Commonwealth's option. Proposals submitted to the Commonwealth may be reviewed and evaluated by any person other than competing contractors at the discretion of the Commonwealth. The Commonwealth has the right to use any or all concepts presented in any proposal. Selection or rejection of a proposal does not affect this right.
18. **Debriefing Conference.** Contractors who are not qualified by DGS to participate will be notified and will be given an opportunity to be debriefed. The purpose of the debriefing is not to compare proposals, but to provide information that may assist the individual Contractors in preparing better proposals in the future. The Issuing Officer will schedule the date, time and location of any and all debriefing conferences.
19. **ITQ Protest Procedure:**
 - a. **Who May File the Protest.** Any actual or prospective Qualified Contractor or Selected Contractor who is aggrieved in connection with the solicitation or award of the Contract or the Orders may file a protest. Protests relating to cancellation of RFQs and protests relating to the rejection of all submissions in response to an RFQ are not permitted.
 - b. **Time for Filing.**
 - 1) If a protest is submitted by a prospective Contractor, the protest must be filed before bid opening time or proposal receipt date.
 - 2) If a protest is filed by a prospective Qualified Contractor, the protest must be filed within seven days after the protesting prospective Qualified Contractor 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) Protests must be in writing and filed with the Deputy Secretary for Procurement, Department of General Services, 414 North Office Building, Harrisburg, PA, 17125.
 - 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 Deputy Secretary for Procurement shall notify the successful Qualified Contractor or of the protest. If the protest is received before award and substantial issues are raised by the protest, all Qualified Contractors 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 Deputy Secretary for Procurement 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 Contract or RFQ or with the award of the contract, and shall suspend performance under the contract if awarded, unless the Deputy Secretary for Procurement 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) **Response By Chief Procurement Officer, Bureau of Procurement.** Within fifteen (15) days of the receipt of a protest, the Chief Procurement Officer, Bureau of Procurement, Department of General Services, may submit a written response to the Deputy Secretary for Procurement. The response may include any documents or information that the Chief Procurement Officer deems relevant to the protest.
 - 2) **Protesting Party Reply.** Within ten (10) days of the date of the Director's response, the protesting party may file a written reply.
 - 3) **Review.** The Deputy Secretary for Procurement shall:
 - a) Review the protest and any response or reply.
 - b) Request and review any additional documents or information the Deputy Secretary deems necessary to render a decision.
 - c) Give the protesting party and the Director reasonable opportunity to review and address any additional documents or information requested by the Deputy Secretary for Procurement.
 - d) In the Deputy Secretary's 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 Deputy Secretary for Procurement determines, upon receipt, that the protest is clearly without merit and does not stay the procurement, the Deputy Secretary for Procurement 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 Deputy Secretary for Procurement 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 Deputy Secretary for Procurement shall send a copy of the decision to the protesting party and any other person determined by the Deputy Secretary to be affected by the decision.

20. **News Releases.** News releases pertaining to this ITQ may not be made without Commonwealth approval, and then only in coordination with the issuing office.

PART II
SPECIFICATIONS

The specifications for Request for Quotes are available in the Pennsylvania Department of Transportation Pub 408 (latest version) Specifications and supplements (latest version) and the PUB 34, Bulletin 14 Aggregate Producers (latest version).

PART III

INFORMATION REQUIRED FROM CONTRACTORS

1. **Statement of Qualifications.**

Contractors shall submit the following:

- A. A completed proposal form using the form provided in this Part.
- B. Acceptance of the Mandatory Requirements found in this Part.
- C. A completed Reciprocal Limitations Act Form (Appendix A).
- D. A properly signed Contract Signature Page.

2. **Mandatory Requirements.** Each of the following mandatory requirements must be addressed on this form by indicating acceptance of each.

Non-acceptance of any of the mandatory requirements, or modification of, or the placing of conditions on acceptance of any of the mandatory requirements, in whole or in part, shall result in immediate disqualification. Check "yes" to accept. Check "no" to reject. Failure to respond will be deemed as non-acceptance.

YES	NO	
_____	_____	1. Have you submitted a complete response to this ITQ using the proposal form provided in this Part?
_____	_____	2. Does your proposal contain the Contract Signature Page with an <u>ORIGINAL SIGNATURE</u> of an official of your company authorized to bind your company to its provisions and the provisions of this ITQ?
_____	_____	3. Do you agree that the contents of your proposal will become part of any multiple participation award contract that may be entered into as a result of this ITQ?
_____	_____	4. Do you agree that your proposal will remain valid during the entire execution process?
_____	_____	5. Do you agree, that unless your proposal arrives by 1:30 p.m. on the date and at the location specified in the ITQ cover letter, that it will not be considered?
_____	_____	6. If your firm is selected for receipt of the Contract Purchase Order(s), do you agree to comply with the contract terms and conditions of this ITQ and to furnish the required Aggregates and anti-skid from an approved source?
_____	_____	7. Do you agree that in order to remain eligible to receive an RFQ, you must maintain status as an approved producer listed in PennDOT PUB 34, Bulletin 14 (latest version)?

3. **Proposal Form.** Contractors must complete and submit the following forms with their proposals. In Section I, Contractors must provide general information including Contractor name, address, telephone number, e-mail address, federal identification number, and SAP Vendor ID Number.

In Section II, Contractors must provide the name, title, telephone number, fax number, and e-mail address for the individual who will be responsible for receiving the Request For Quotes and for preparing and submitting the Contractor's quotes for the RFQ.

PROPOSAL FORM

SECTION I – CONTRACTOR INFORMATION

CONTRACTOR'S NAME: _____

CONTRACTOR'S ADDRESS: _____

CONTRACTOR'S SAP VENDOR ID NUMBER: _____

CONTRACTOR'S FEDERAL IDENTIFICATION NUMBER: _____

CONTRACTOR'S TELEPHONE NUMBER: _____

CONTRACTOR'S E-MAIL ADDRESS: _____

SECTION II – CONTRACTOR CONTACT PERSON

NAME OF INDIVIDUAL RESPONSIBLE FOR RECEIVING THE REQUEST FOR QUOTE AND FOR PREPARING AND SUBMITTING BID: _____

TITLE OF INDIVIDUAL: _____

INDIVIDUAL'S TELEPHONE NUMBER: _____

INDIVIDUAL'S FAX NUMBER: _____

INDIVIDUAL'S E-MAIL ADDRESS: _____

This individual must be available to answer questions regarding the Contractor's ability to deliver product. This person will be responsible for monitoring the Contractor's supply of materials, and will notify the Commonwealth of any problems meeting delivery requirements.

PART IV

CRITERIA FOR QUALIFICATION

1. **Mandatory Requirements.** Proposals are reviewed to determine if each contractor complies with the Mandatory Requirements found in Part III-2. Nonacceptance or noncompliance shall result in disqualification of the proposal.
2. **Evaluation of Proposals.**
 - A. Proposals will then be evaluated to determine Contractor responsibility and qualifications to perform.
 - B. Failure to provide (prior to the Response Date and Time or within two (2) business days after notification from the Issuing Office) a completed Reciprocal Limitations Act form (Appendix A) will result in bid rejection. Any reciprocal preference shall also be applied.
3. **Award of Contracts.** All responsible and responsive Contractors that have met the Mandatory Requirements found in Part III-2 and that meet the qualifications above, will receive a signed Contract and are eligible to receive Request for Quotes.

PART V

CONTRACT TERMS AND CONDITIONS

1. **DEFINITIONS.** The following definitions apply to the words and phrases used in this Part, unless the text or usage clearly indicates otherwise.

Request For Quotes (RFQs): A document that describes the material required and provides interested Qualified Contractors with sufficient information to enable them to prepare and submit quotes. RFQs may be issued through electronic medium (EDI) or Facsimile. Receipt of the electronic or facsimile transmission of the RFQ shall constitute receipt of the RFQ.

Contract: The multiple participation award contract executed as a result of this ITQ.

Contractor: The Qualified Contractor(s) that is selected as a result of the RFQ to furnish material to meet the requirements of the Using Agency locations.

Force Majeure Event: An event not reasonably within the control of the party claiming suspension, and shall specifically include any future change in any law, rule, or regulation which prohibits or materially frustrates the parties from carrying out the terms of this agreement.

Using Agency: The agency, institution or political subdivision that issues the Contract Purchase Order, receives, and utilizes the materials.

2. **ORDERS:** Contract Purchase Orders will be issued to Contractors. These orders constitute the Contractors' authority to furnish the quantity of the item identified in the CPOs to the Using Agency locations on the date(s) specified. Each CPO will be deemed to incorporate the terms and conditions as set forth in the Contract. All Contract Purchase Orders received by the contractor up to and including the expiration date of the Contract are acceptable and must be shipped in accordance with the delivery time specified in the Contract. Contractors are not permitted to accept Contract Purchase Orders, which require deliveries extended beyond the delivery time specified in the Contract.

Contract Purchase Orders may be issued through electronic data interchange ("EDI") or through facsimile equipment. EDI will involve the electronic transmission of Contract Purchase Order information from the using agency via a Value Added Network ("VAN") and the acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Contract 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.

In the event of the issuance of a Contract Purchase Order through EDI, the Commonwealth and the Contractor specifically agree as follows:

- a. Upon receipt of an order through EDI, the Contractor shall promptly and properly transmit an acknowledgment in return. Any order, which is issued through EDI, shall not give rise to an obligation to deliver on the part of the Contractor unless and until the Commonwealth agency transmitting the order has properly received an acknowledgment.
- b. The parties agree that no hand-written signature shall be required in order for the Contract Purchase Order to be legally enforceable. To the maximum extent permitted by law, the parties hereby define and adopt the confidential codes that they will affix or include on the order to the acknowledgement as any necessary "signature" that may be required by law. Any Contract Purchase Order or acknowledgment, which contains or includes the confidential code shall be deemed for all purposes to have been "signed" and to constitute an "original"

when printed from electronic files or records established and maintained in the normal course of business. Neither party shall disclose to any unauthorized person the "signatures" of the other party. The Commonwealth shall share its confidential code(s) after award of the contract.

- c. The parties agree that no writing shall be required in order to make the order legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine Contract Purchase Order or acknowledgement issued through EDI 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 Purchase Order or acknowledgement issued through EDI, 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 genuine Contract 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 acknowledgements shall be deemed to be genuine for all purposes if: (a) it contains the proper access code assigned to the party for which the document appears to have originated, and (b) it is transmitted to the location designated for such documents in the procedure agreed to by the parties.
 - d. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include retransmission of any such document if necessary.
3. **CONTRACTOR DUTIES.** Each Contractor, subject to the terms and conditions set forth in the Contract, the RFQ, and the CPO, shall furnish materials. The Contractor shall bill, and accept as compensation, for the delivered material the compensation set forth in its successful Bid. When billing, the Contractor will furnish an original and two copies of the invoice. In cases where computerization requires the contractor to retain the original invoice, three copies of the billing will be acceptable; however, one of the copies must be stamped and designated: "NO ORIGINAL DUE TO COMPUTERIZED OR AUTOMATIC MACHINE ACCOUNTING."
 4. **INDEPENDENT CONTRACTOR:** In performing the obligations required by the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth.
 5. **COMPLIANCE WITH LAW:** The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Contract.
 6. **ENVIRONMENTAL PROVISIONS:** In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.
 7. **COMPENSATION/INVOICES:** The Contractor shall be required to furnish the awarded item(s) at the price(s) quoted in response to any RFQs issued under the Contract. All item(s) shall be delivered within the time period(s) specified in the Contract. The Contractor shall be compensated only for item(s) which are delivered and accepted by the Commonwealth.

Unless otherwise specified or unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Contractor shall send an invoice itemized by 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.

8. **PAYMENT:**

- a. The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Contract; (b) thirty (30) days after a proper invoice actually is received at the "Bill To" address on the contract purchase order, 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 item(s) 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 item(s) furnished by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after delivery, and to reject the item(s) 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. The Commonwealth 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.

9. **TAXES:** 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. 2374001-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.

10. **WARRANTY:** The Contractor warrants that all item(s) furnished by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials. The Contractor shall pass through to the Commonwealth the manufacturer's warranty for all parts or supplies provided under the Contract. The Contractor shall correct any problem with the service and/or replace any defective part with a part of equivalent or superior quality without any additional cost to the Commonwealth.

11. **DELIVERY:** 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 Paragraph 19, all item(s) must be delivered within the time period specified on the contract purchase order. Time is of the essence

and, in addition to any other remedies, the contract purchase order is subject to termination for failure to deliver as specified.

12. **PATENT, COPYRIGHT, AND TRADEMARK INDEMNITY:** 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 the item(s) or the process provided or used in the performance of the Contract Purchase Order 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 Purchase Order. 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 the item(s) 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 item(s) provided or used in the performance of the Contract Purchase Order. If any of the item(s) provided by the Contractor are held in such suit or proceeding 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 item(s), replace them with noninfringement equal performance item(s) 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 is obtained contemporaneously with the infringing item(s), 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 item(s) of the product, less straight line depreciation; 2) any license fee paid by the Commonwealth for the use of any software, less a reasonable 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.

13. **OWNERSHIP RIGHTS:** The Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to the Commonwealth as part of the performance of the Contract.
14. **ASSIGNMENT OF ANTITRUST CLAIMS:** The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by the Contractor's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of the Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the supplies and services which are the subject of the Contract.
15. **HOLD HARMLESS PROVISION:** The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under

this Contract and shall, at the request of the Commonwealth, defend any and all actions brought against the Commonwealth based upon any such claims or demands.

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

The Contractor shall preserve books, documents, and records that relate to costs or pricing data for the Contract for a period of three (3) years from date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

17. **INSPECTION AND REJECTION:** 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 cost thereof to the Commonwealth.

18. **DEFAULT:**

a. The Commonwealth may, subject to the provisions of Paragraph 19, Force Majeure, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in Paragraph 20, Termination Provisions) the whole or any part of this Contract including a contract purchase order, for any of the following reasons:

- 1) Failure to deliver the awarded item(s) within the time specified in the Contract or contract purchase order or as otherwise specified;
- 2) Improper delivery;
- 3) Failure to provide an item(s) which is in conformance with the specifications referenced in the Invitation For Bids;
- 4) Delivery of a defective item;
- 5) Failure or refusal to remove and replace any item(s) rejected as defective or nonconforming within fifteen (15) days after notification;
- 6) Insolvency or bankruptcy;
- 7) Assignment made for the benefit of creditors;

- 8) Failure to protect, to repair, or to make good any damage or injury to property; or
 - 9) Breach of any provision of this Contract.
- b. In the event that the Commonwealth terminates this Contract in whole or in part as provided in Subparagraph a. above, the Commonwealth may procure, upon such terms and in such manner as it determines, on item(s) 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 item(s) included within the terminated part of the Contract.
 - c. If the Contract is terminated in whole or in part 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 Department of General Services, such partially manufactured or delivered item(s) as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract as has been terminated. Except as provided below, payment for any partially manufactured or delivered item(s) accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and the Commonwealth. The Commonwealth may withhold from amounts otherwise due the Contractor for such partially manufactured or delivered item(s), such sum as the Commonwealth 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 Paragraph 21, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.
19. **FORCE MAJEURE:** 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 are not 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 either to cancel the Contract 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.

20. **TERMINATION PROVISIONS:** The Commonwealth has the right to terminate this Contract 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 contract 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 contract 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 or contract purchase order. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose.
 - c. **TERMINATION FOR CAUSE:** The Commonwealth shall have the right to terminate the Contract for Contractor default under Paragraph 18, Default, 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 contract purchase order for other cause as specified in this Contract or by law. If it is later determined that the Commonwealth erred in terminating the Contract or a contract purchase order for cause, then, at the Commonwealth's discretion, the Contract shall be deemed to have been terminated for convenience under the Subparagraph 20a.
21. **CONTRACT CONTROVERSIES:**
- a. In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum.
 - b. The contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.
 - c. Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

22. **ASSIGNABILITY AND SUBCONTRACTING:**

- a. Subject to the terms and conditions of this Paragraph 22, the 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 the Contract without the prior written consent of the Department of General Services, which consent may be withheld at the sole and absolute discretion of the Department of General Services.
- c. The Contractor may not assign, in whole or in part, the Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Department of General Services, which consent may be withheld at the sole and absolute discretion of the Department of General Services.
- d. Notwithstanding the foregoing, the Contractor may, without the consent of the Department of General Services, assign its rights to payment to be received under the Contract or a contract purchase order, provided that the Contractor provides written notice of such assignment to the Buyer and the ordering Commonwealth agency together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of the Contract.
- e. For the purposes of the 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 Department of General Services 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 Buyer written notice of any such change of name.

23. **NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE:** During the term of the Contract, 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 subcontractors shall establish and maintain a written sexual harassment policy and shall inform its 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.

24. **CONTRACTOR INTEGRITY PROVISIONS:**

- 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.

24. **CONTRACTOR RESPONSIBILITY PROVISIONS:**

- a. The Contractor certifies, for itself and all its subcontractors, that as of the date of its execution of the 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 must also certify, in writing, that as of the date of its execution of the 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

26. **AMERICANS WITH DISABILITIES ACT:**

- a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 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. § 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.

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

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

- 1) Hazardous substances:
 - a) The chemical name or common name,
 - b) A hazard warning, and
 - c) The name, address, and telephone number of the manufacturer.
- 2) Hazardous mixtures:
 - a) The common name, but if none exists, then the trade name,
 - b) The chemical or common name of special hazardous substances comprising .01% or more of the mixture,
 - c) The chemical or common name of hazardous substances consisting 1.0% or more of the mixture,
 - d) A hazard warning, and
 - e) The name, address, and telephone number of the manufacturer.
- 3) Single chemicals:
 - a) The chemical name or the common name,
 - 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.
28. **COVENANT AGAINST CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract purchase order 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 purchase order 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.
29. **APPLICABLE LAW:** The 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.
30. **INTEGRATION:** This ITQ including all documents referenced within this ITQ, as well as any contract purchase orders that may result from this ITQ constitute 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 or by a change order signed by the Commonwealth. All such amendments and change orders will be made using the appropriate Commonwealth form.
31. **CHANGE ORDERS:** The Commonwealth reserves the right to issue change orders 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 supply within the scope of the Contract; 3) to exercise an option to purchase or early payment option; 4) to notify the Contractor that the Commonwealth is exercising any Contract renewal or extension option; or 5) 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 order shall be in writing signed by a. the contracting officer shown on the Bid/Statewide Contract For Supplies form or the Standard Contract For Supplies form, or b. the agency contracting officer for changes to contract purchase orders. The change order shall be effective as of the date appearing on the change order, unless the change order specifies a later effective date. Such increases, decreases, changes, modifications or exercises of purchase options 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 supply in accordance with the change order. Any dispute by the Contractor in regard to the performance required under any change order shall be handled through Paragraph 22, "Contract Controversies".

For purposes of this Contract, "change order" is defined as a written order signed by the Department of General Services contracting officer (or agency contracting officer for changes to contract purchase orders) directing the Contractor to make changes authorized under this clause.

PART VI

Special Terms and Conditions

1. Term: The Contract shall begin on January 1, 2006 or the date of the contractor's receipt of the fully executed contract, and expire on December 31, 2010. Upon thirty (30) days prior written notice, the Commonwealth shall have the option to renew the Contract for one (1) additional five (5) year period, with the concurrence of the Supplier, upon the same terms and conditions.
2. ORDER OF PRECEDENCE: These Special Contract Terms and Conditions supplement the Contract Terms and Conditions. To the extent that these Special Contract Terms and Conditions conflict with the Contract Terms and Conditions, these Special Contract Terms and Conditions shall prevail.
3. OPTION TO EXTEND: The Commonwealth reserves the right, upon notice to the Contractor, to extend the Contract or any part of the Contract for up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in Contract coverage and only for the time necessary, up to three (3) months, to enter into a new contract.
4. An RFQ will include specific requirements of the using agency.
5. The Commonwealth shall have the right to not regard any rejected material as abandoned and to demand that the contractor remove the rejected material from the premises within fifteen (15) days of notification. The Commonwealth shall have the right to demand, and, upon demand, the contractor is responsible for proper clean up and/or removal of all rejected material from any location where it was delivered or placed by Commonwealth forces. If the contractor fails to remove material and perform proper clean up at all locations upon demand by the Commonwealth, the Commonwealth may offset the costs for removal and clean-up from any payments due to the contractor under this or any other contract with the Commonwealth. This is in addition to all other rights to recover costs incurred by the Commonwealth.
6. Contractor Selection: Qualified Contractors will be selected for receipt of an RFQ from the list of Qualified Contractors based on Bulletin 14 approval for the type of material being requested and the proposals received in response to the ITQ. When a using agency requests quotes, all Qualified Contractors who are approved in Bulletin 14 for the type of material being requested and who have indicated an interest in supplying the material for that county, will be invited to submit a quote. For quotes not expected to exceed \$10,000, the procedures for small, informal procurements of supplies outlined in the Field Procurement Handbook, M215.3, shall be followed.
7. Request For Quote (RFQ): The using Agency will issue a Request for Quote to include but not limited to, the type of material, estimated quantity, delivery location, effective term of the order, other special terms, conditions and specifications, and bid response requirements. Requests for quotes may be issued on an as-needed basis. The Commonwealth will make every effort to identify annual/seasonal needs for stockpile delivery and annual work plan purchases at least 30 days in advance of the season.
8. Source Pickup: Using agencies may request quotes for material picked up at the contractor's source loaded into agency trucks. These materials shall be made available for pick-up within 48 hours after notification to proceed or as otherwise listed in the request for quote. Department of Transportation (PennDOT) trucks shall be served on a first-come, first serve basis.

9. Delivery to FOB Department Equipment: PennDOT may request delivery of aggregates dumped into Department wideners or motor-pavers indicated on the RFQ.
10. Weighing of Aggregate Materials: On all bulk shipments originating outside the Commonwealth of Pennsylvania, a signed certified weight slip from the supplier must accompany each truck. Shipments originating within the Commonwealth must be weighed by a licensed Public Weigh Master and accompanied by a Weigh Master's certificate. The scale used must be approved by the Department of Agriculture, Bureau of Standard Weights and Measures, or tested and approved by a Scale Repair Service with testing capabilities with appropriate weights and procedures as contained in Scale Code NBS Handbook 44. Weights used to conduct tests must be certified to be within Class F tolerances. The Weigh Master's Certificate must be in conformance with Pennsylvania Code Title 70. In addition, a digital printer must be used if the source has that capability in its scale. The Commonwealth reserves the right to have truck deliveries check weighed at independent weighing stations. All costs for check weighing will be the responsibility of the Supplier.

If it is determined that a vehicle owned or leased by the vendor operated on public highways carrying weight in excess of the registered gross or axle weight limits established in Chapter 49 of the Motor Vehicle Code, the Department is not liable for payments for that amount of material equal to the excess over the registered gross and/or axle weight limits. The vendor may elect to deliver the excess material to the Department without charge or to retain the material in the vehicle.

11. Weighing of Anti-skid Materials:

- a. The Supplier shall be completely responsible for the preparation of accurate weight slips, certifications attesting to the accuracy of the weight recorded, and assuring conformance with Section 107.23(b) of Pub 408 (latest version), including the payment of liquidated damages as specified therein.
- b. The Supplier shall designate a licensed weight person(s) to act as its agent.
- c. The Supplier shall have scales calibrated annually by an independent agency acceptable to the Department. A department Inspector may monitor weighing, and mobile weigh and scale inspection teams may provide random checking.
- d. The Supplier shall weigh empty trucks, used to haul material measured by weight, daily unless otherwise directed. When the temperature is below 32F, the Department may require the vendor to weigh empty trucks upon every return trip and adjust the tare weight accordingly.
- e. When the invoice weight exceeds the net weight determined by a department mobile weigh team by more than 3%, the deviation will be considered excessive. The Supplier shall take immediate corrective action upon notification of an excessive deviation. Within 30 days of notification, provide the District Engineer with a written description of corrective actions and safeguards, and the time at which they were implemented.

12. Delivery Ticket: The contractor shall furnish, with each shipment, an original and one copy of a certified delivery ticket. In cases where computerization requires the vendor to retain the original copy, two copies of the delivery ticket are acceptable; however, stamp or indicated one of the copies: "ORIGINAL DUE TO COMPUTERIZED OR AUTOMATIC MACHINE ACCOUNTING."

13. Delivery default: When a contractor fails to meet the delivery requirements specified in the terms and conditions of the request for quote, the Commonwealth may cancel the order and award to another Qualified Contractor. Continued failures may result in cancellation of the Contract.
14. Contractors who do not comply with Bulletin #14 requirements in regard to beneficial use permits, devastating determinations, or co-product certification will not be added to the list of approved sources or will be removed from such list. Quotes offering material from sources not on the approved source list for Bulletin #14 shall be rejected.
15. The Contractor shall supply, and the Using Agency shall pay, for all materials received by the Using Agency. In the event that the quantity requested in an RFQ is listed as an "estimated quantity", it shall be understood and agreed that any quantities listed in the RFQ may or may not be purchased and that the Commonwealth in accepting any quote, contracts only and agrees to purchase only the materials in such quantities as represent the actual requirements of the Commonwealth.
16. Quote/Bid: Contractors must submit quotes by the date and time specified in each request for quote to be considered for award. All prices are firm and must be prepared and submitted in accordance with the special terms and conditions of the request for quote.
17. Award: The Using Agency will issue the selected contractor a Contract Purchase Order.
18. Supplemental Source: If a contractor is having difficulty furnishing materials from the selected contract source, the contractor may request permission to supplement shipments of approved material from another approved source to fulfill the order requirements. Supplemental shipments will be at the same cost as on the original purchase order and must be approved by the agency.
19. Emergency: In the event of an emergency situation, that threatens public health, welfare or safety, or for circumstances outside the control of the agency, that creates an urgency of need and does not permit time to solicit competitive bids, using agencies may obtain materials necessary to avert a crisis without soliciting bids.
20. Approved Source: The PennDOT Materials and Testing Division, 1118 State Street, Harrisburg, PA must approve contractors' materials and sources. Contractors who are suspended or lose Bulletin 14 approval status, may be required to stop delivery on any open orders and will not receive additional requests for quotes until reinstated by PennDOT.

CONTRACT SIGNATURE PAGE

SHEET NUMBER FINAL	CONTRACT NUMBER/CIP 5610-15	CONTRACT PERIOD 01/01/06 – 12/31/10
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In compliance with the Invitation to Qualify and subject to the terms and conditions hereof, the undersigned offers and agrees, if this proposal is accepted, to furnish any and all products upon which it receives orders. The undersigned acknowledges that the representations made in this proposal are material and important and will be relied upon by the Commonwealth in awarding the contract(s) for which the proposal is submitted. Any misstatement in this proposal is, and shall be treated as, fraudulent concealment from the Commonwealth of the facts relating to the submission of this proposal.

WHEN THE CONTRACTOR IS AN INDIVIDUAL:

Contractor's Name

Witness

Signature of Owner

Date

Signatory's Name (Printed or Typed)

WHEN THE CONTRACTOR IS A PARTNERSHIP:

Name of Partnership

Witness

Signature of Partner

Date

Signatory's Name (Printed or Typed)

WHEN THE CONTRACTOR IS A CORPORATION: President or vice president and secretary, assistant secretary, treasurer, or assistant treasurer must sign on behalf of the corporation otherwise a copy of the corporate resolution or bylaws authorizing the signature must be attached to the Application.

Corporation Name

Signature of Witness (Secretary, Assistant Secretary, Treasurer, or Assistant Treasurer must sign if the President or Vice President has signed)

Signature of President, Vice President, or individual who has authority to sign on behalf of the corporation pursuant to a corporate resolution

Witness Name (Printed or Typed)

Signatory's Name (Printed or Typed)

Title

Title

Date

(THIS SPACE FOR COMMONWEALTH USE ONLY)

The Commonwealth of Pennsylvania, acting through the undersigned officer of the Department of General Services, hereby accepts the foregoing proposal. This acceptance and the contractor's proposal for the above-referenced contract, including the terms and conditions of the invitation to qualify constitute a binding contract between the Commonwealth and the contractor.

CORPORATE RESOLUTION IS ON FILE: _____

SECRETARY OF GENERAL SERVICES: _____

APPROVED:

STATE TREASURER: _____

Approved for form and legality:

CHIEF COUNSEL: _____

OFFICE OF GENERAL COUNSEL: _____

OFFICE OF ATTORNEY GENERAL: _____

APPENDIX A

RECIPROCAL LIMITATIONS ACT REQUIREMENTS

Please Complete Applicable Portion of Pages 3 & 4 and Return with Bid.

NOTE: These Requirements Do Not Apply To Bids Under \$10,000.00

I. REQUIREMENTS

A. The Reciprocal Limitations Act requires the Commonwealth to give preference to those bidders offering supplies produced, manufactured, mined or grown in Pennsylvania as against those bidders offering supplies produced, manufactured, mined or grown in any state that gives or requires a preference to supplies produced, manufactured, mined or grown in that state. The amount of the preference shall be equal to the amount of the preference applied by the other state for that particular supply.

The following is a list of states which have been found by the Department of General Services to have applied a preference for in-state supplies and the amount of the preference:

STATE	PREFERENCE
1. Alaska	7% (applies only to timber, lumber, and manufactured lumber products originating in the state)
2. Arizona	5% (construction materials produced or manufactured in the state only)
3. Hawaii	10%
4. Illinois	10% for coal only
5. Iowa	5% for coal only
6. Louisiana	4% meat and meat products 4% catfish 10% milk & dairy products 10% steel rolled in Louisiana 7% all other products
7. Montana	5% for residents * 3% for non-residents* *offering in-state goods, supplies, equipment and materials
8. New Mexico	5%
9. New York	3% for purchase of food only
10. Oklahoma	5%
11. Virginia	4% for coal only
12. Washington	5% (fuels mined or produced in the state only)
13. Wyoming	5%

B. The Reciprocal Limitations Act requires the Commonwealth to give preference to those bidders offering printing performed in Pennsylvania as against those bidders offering printing performed in any state that gives or requires a preference to printing performed in that state. The amount of the preference shall be equal to the amount of the preference applied by the other state for that particular category of printing.

The following is a list of states which have been found by the Department of General Services to have applied a preference for in-state printing and the amount of the preference:

STATE	PREFERENCE
1. Hawaii	15%
2. Idaho	10%
3. Louisiana	3%
4. Montana	8%
5. New Mexico	5%
6. Wyoming	10%

C. The Reciprocal Limitations Act, also requires the Commonwealth to give resident bidders a preference against a nonresident bidder from any state that gives or requires a preference to bidders from that state. The amount of the preference shall be equal to the amount of the preference applied by the state of the nonresident bidder. The following is a list of the states which have been found by the Department of General Services to have applied a preference for in-state bidders and the amount of the preference:

STATE	PREFERENCE
1. Alaska	5%(supplies only)
2. Arizona	5%(construction materials from Arizona resident dealers only)
3. California	5%(for supply contracts only in excess of \$100,000.00)
4. Connecticut	10%(for supplies only)
5. Montana	3%
6. New Mexico	5%(for supplies only)
7. South Carolina	2%(under \$2,500,000.00) 1%(over \$2,500,000.00) This preference does not apply to construction contracts nor where the price of a single unit exceeds \$10,000.
8. West Virginia	2.5%(for the construction, repair or improvement of any buildings)
9. Wyoming	5%

D. The Reciprocal Limitations Act also requires the Commonwealth not to specify, use or purchase supplies which are produced, manufactured, mined or grown in any state that prohibits the specification for, use, or purchase of such items in or on its public buildings or other works, when such items are not produced, manufactured, mined or grown in such state. The following is a list of the states which have been found by the Department of General Services to have prohibited the use of out-of-state supplies:

STATE	PROHIBITION
1. Alabama	Only for printing and binding involving "messages of the Governor to the Legislature", all bills, documents and reports ordered by and for the use of the Legislature or either house thereof while in session; all blanks, circulars, notices and forms used in the office of or ordered by the Governor, or by any state official, board, commission, bureau or department, or by the clerks of the supreme court . . ./and other appellate courts/; and all blanks and forms ordered by and for the use of the Senate and Clerk or the House of Representatives, and binding the original records and opinions of the Supreme Court . . . /and other appellate courts/
2. Georgia	Forest products only
3. Indiana	Coal
4. Michigan	Printing
5. New Jersey	For legislative printing and bidders for all of the following items:* automotive parts, farm machinery, stainless steel tableware, kitchen small wares, major household appliances, chain link fence, portable sanitation units, glass, glazier supplies, storage batteries, spark plugs and filters, automotive glass, dental casting, prosthetic devices, pianos, musical instruments, carpet and cushion, shades, upholstery materials and supplies, room air conditioning, electrical supplies, plumbing supplies, hardware supplies, fasteners, lumber, building supplies, audiovisual/video equipment, fire extinguishers, fire hose, motor oils, fuel oil, sporting goods, photographic supplies, police equipment and supplies, venetian blinds, drapes, cheese, fresh fruit and vegetables, ammonia, bleach, pails, cleaning soaps, toilet cleaner, bowl cleaner, sponges, paper towel dispensers, water hose, course paper products, corrections department uniforms fine paper and paper cups.
6. New Mexico	Construction
7. Ohio	Only for House and Senate bills, general and local laws, and joint resolutions; the journals and bulletins of the Senate and house of Representatives and reports, communications, and other documents which form part of the journals; reports, communications, and other documents ordered by the General Assembly, or either House, or by the executive department or elective state officers; blanks, circulars, and other work for the use of the executive departments, and elective state officers; and opinions of the Attorney General.

8. Rhode Island Only for food for state institutions.

*If the bid discloses that the bidder is offering to supply one of the above-listed products from the listed state (or in the case of New Jersey, if the bid discloses that the bidder is from New Jersey and it is offering one of the above-listed items), it shall be rejected. Contractors are prohibited from supplying these items from these states.

II. CALCULATION OF PREFERENCE

In calculating the preference, the amount of a bid submitted by a Pennsylvania bidder shall be reduced by the percentage preference which would be given to a nonresident bidder by its state of residency (as found by the Department of General Services in **Paragraph C** above). Similarly, the amount of a bid offering Pennsylvania goods, supplies, equipment or materials shall be reduced by the percentage preference which would be given to another bidder by the state where the goods, supplies, equipment or materials are produced, manufactured, mined or grown (as found by the Department of General Services in **Paragraphs A and B** above).

THIS FORM MUST BE COMPLETED AND RETURNED WITH THE BID

III. STATE OF MANUFACTURE

All bidders must complete the following chart by listing the name of the manufacturer and the state (or foreign country) of manufacture for each item. If the item is domestically produced, the bidder must indicate the state in the United States where the item will be manufactured. **This chart must be completed and submitted with the bid or no later than two (2) business days after notification from the Issuing Office to furnish the information. Failure to complete this chart and provide the required information prior to the expiration of the second business day after notification shall result in the rejection of the bid.**

ITEM NUMBER COUNTRY) OF MANUFACTURE	NAME OF MANUFACTURER	STATE (OR FOREIGN
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V. BIDDER'S RESIDENCY

A. In determining whether the bidder is a nonresident bidder from a state that gives or requires a preference to bidders from that state, the address given on the first page of this invitation to bid shall be used by the Commonwealth. If that address is incorrect, or if no address is given, the correct address should be provided in the space below:

Correct

Address:

B. In order to claim the preference provided under Section I.B., Pennsylvania resident bidders must complete the following or have such information on file with the Issuing Office:

1. Address of bidder's bona fide establishment in Pennsylvania at which it was transacting business on the date when bids for this contract/requisition were first solicited:

2. a. If the bidders is a corporation:

(1) The corporation ☐ is or ☐ is not incorporated under the laws of the Commonwealth of Pennsylvania.

(a) If the bidder is incorporated under the laws of the Commonwealth of Pennsylvania, provide date of incorporation:

(b) If the bidder is not incorporated under the laws of the Commonwealth of Pennsylvania, it must have a certificate of authority to do business in the Commonwealth of Pennsylvania from the Pennsylvania Department of State as required by the Pennsylvania Business Corporation Law (15 P.S. §2001). Provide date of issuance of certificate of authority:

(2) The corporation ☐ is or ☐ is not conducting business in Pennsylvania under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, it must register the fictitious name with the Secretary of the Commonwealth and the office of the prothonotary of the county wherein the registered office of such corporation is located as required by the Fictitious Corporate Name Act, as amended 15 P.S. §51 et seq. Corporate bidders conducting business under an assumed or fictitious name must provide date of registry of the assumed or fictitious name:

b. If the bidder is a partnership:

(1) The partnership ☐ is or ☐ is not conducting business in Pennsylvania under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, it must file with the Secretary of the Commonwealth and the office of the prothonotary the county wherein the principal place of business is located as required by the Fictitious Name Act of May 24, 1945, P.L. 967, as amended 54 P.S. §28.1. Partnerships conducting business under an assumed or fictitious name must provide the date of filing of the assumed or fictitious name with the Secretary of the Commonwealth:

(2) The partnership ☐ is or ☐ is not a limited partnership formed under the laws of any jurisdiction other than the Commonwealth of Pennsylvania. If the bidder is an Out-of-state limited partnership, it must register with the Pennsylvania Department of State as required by the Act of July 10, 1981, P.L. 237, as amended, 59 Pa. C.S.A. §503. Out-of-state limited partnerships must provide the date of registry with the Pennsylvania Department of State:

c. If the bidder is an individual:

He or she ☐ is or ☐ is not conducting business under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, he or she must file with the Secretary of the Commonwealth and the office of the prothonotary in the county wherein the principal place of business is located as required by the

Fictitious Name Act of May 24, 1945, P.L. 967, as amended, 54 P.S. §28.1. Individuals conducting business under an assumed or fictitious name must provide the date of filing of the assumed or fictitious name with the Secretary of the Commonwealth:

APPENDIX B

Provisions for Piggybacking Off of This Contract: In addition to Commonwealth agencies, Act 57 of May 15, 1998, as amended by Act 142 of 2002, permits local public procurement units to participate in those contracts for supplies, services, or construction entered into by the Department of General Services that are made available to public procurement units. A "local public procurement unit" is defined as:

- 1) any political subdivision;
- 2) any public authority;
- 3) any tax exempt, nonprofit educational or public health institution or organization;
- 4) any nonprofit fire company, nonprofit rescue company or nonprofit ambulance company;
- 5) 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.

Those local public procurement units listed above, and any other Commonwealth purchasing agencies, which issue orders under the contract are intended beneficiaries under the contract and are real parties in interest with the right to sue and be sued without joining the Commonwealth of Pennsylvania Department of General Services as a party.

Local public procurement units, and any other Commonwealth purchasing agencies, that elect to participate in the contract will order items directly from the contractor and will be responsible for payment directly to the contractor.

Political Subdivisions Public Authorities, And Other Commonwealth Purchasing Agencies:

If your firm is awarded a contract, does it agree to sell the awarded items at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to political subdivisions and public authorities and any other Commonwealth purchasing agencies that elect to participate in the contract?

Please Answer: YES ___ NO ___

Other Local Public Procurement Units:

If your firm is awarded a contract, does it agree to sell the awarded items at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to all other local public procurement units other than political subdivisions and public authorities which elect to participate in the contract?

Please Answer: YES ___ NO ___

COSTARS	CONTRACTOR NAME/ADDRESS Includes Supplements	SAP VENDOR NUMBER	TELEPHONE NO.	FAX NO.	CONTACT PERSON	OLD SAP CONTRACT NO.	NEW SAP CONTRACT NO.
X	New Enterprise Stone & Lime Co., Inc. P.O. Box 77 New Enterprise, PA 16664-0077	117702	(814) 766-2211	(814) 766-4402	James Barley	4600008752	4600012043
X	County Line Quarry, Inc. P.O. Box 99 Wrightsville, PA 17368-0099	118082	(717) 252-1584	(717) 252-1173	Randy Grimm	4600008753	4600012052
X	E. R. Linde Construction Corp 9 Collan Park Honesdale, PA 18431-7654	177583	(570) 253-4090	(570) 253-4581	Gary Linde	4600008754	4600012053
	Keystone Lime Co., Inc. P.O. Box 278 Springs, PA 15562-0278	143856	(814) 662-2711	(814) 662-4421	Donald Herman Jr.	4600008755	4600012054
X	Valley Quarries, Inc. 297 Quarry Rd. Chambersburg, PA 17201-9099	117771	(717) 267-2244 ext. 6227	(717) 267-2521	Ronald Diehl	4600008757	4600012044
	Bradys Bend Corporation 209 Cove Run Rd. East Brady, PA 16028-3113	199792	(724) 526-3353	(724) 526-5933	Chris Yackmack	4600008760	4600012055
X	Meckleys Limestone Products, Inc. RR 1 Box 1682 Herndon, PA 17830-9665	119442	(570) 758-3011	(570) 758-2400	Michael Bowman	4600008761	4600012056
X	Martin Limestone, Inc. P.O. Box 550 Blue Ball, PA 17506-0550	117223	(800) 422-8107	(888) 428-7501	Otis Harrison	4600008762	4600012057
X	Allegheny Mineral Corporation P.O. Box 1022 Kittanning, PA 16201-5022	142980	(724) 548-8101	(724) 545-2989	Mike Odasso	4600008764	4600012058
X	Jamestown Macadam, Inc. DBA Corbett Hill Gravel P.O. Box 158 Jamestown, NY 14702-0158	104508	(716) 664-5108	(716) 484-0100	Steve Russo	4600008769	4600012045
X	Eureka Stone Quarry, Inc. (Stroudsburg) 800 Lower State Rd. Chalfont, PA 18914-3516	117997	(570) 992-4444 ext. 3	(570) 992-6572	Richard Myers	4600008771	4600012046
X	I.A. Construction Corp. 158 Lindsay Rd. Zelienople, PA 16063-2812	125452	(814) 432-3184	(814) 437-0867	Bruce Kiser	4600008772	4600012047
X	H.B. Mellott Estate, Inc. 100 Mellott Dr. Suite 100 Warfordsburg, PA 17267-8555	117862	(301) 678-7052	(301) 678-2139	Tim McCusker	4600008773	4600012048
X	Georgetown Sand & Gravel, Inc. P.O. Box 127 Georgetown, PA 15043-0127	156292	(724) 573-9518	(724) 573-1033	David Bryan	4600008774	4600012049
	H & H Materials, Inc. 190 Canon Rd. Stoneboro, PA 16153-2022	149574	(724) 376-2834	(724) 376-2106	William Rose	4600008775	4600012050
X	Glacial Sand & Gravel Co. P.O. Box 1022 Kitanning, PA 16201-5022	142954	(724) 548-8101	(724) 545-2989	David McCue	4600008776	4600012051
X	Dalrymple Gravel & Cont. Co., Inc. 2105 S. Broadway Pine City, NY 14871-9700	104241	(607) 737-6200	(607) 737-1056	Sandy Strong	4600008778	4600012059
X	Hempt Bros., Inc. P.O. Box 278 Camp Hill, PA 17001-0278	118212	(717) 737-3411	(717) 761-5019	Jeffery Yost	4600008779	4600012060
X	Pennsy Supply, Inc. P.O. Box 3331 Harrisburg, PA 17105-3331	132604	(717) 236-7096	(717) 236-7087	Bruce Beard	4600008780	4600012061

COSTARS	CONTRACTOR NAME/ADDRESS Includes Supplements	SAP VENDOR NUMBER	TELEPHONE NO.	FAX NO.	CONTACT PERSON	OLD SAP CONTRACT NO.	NEW SAP CONTRACT NO.
X	D. M. Stoltzfus & Son, Inc. P.O. Box 84 Talmage, PA 17580-0884	117349	(717) 656-2411	(717) 656-9140	Mark Arnold	4600008781	4600012062
X	LaFarge Corporation 4810 Buttermilk Hollow Rd. West Mifflin, PA 15122-1106	168571	(412) 467-4427	(412) 462-1443	Beverly Mrazik	4600008782	4600012063
X	Martin Stone Quarries, Inc. P.O. Box 297 Bechtelsville, PA 19505-0297	120313	(610) 367-2011	(610) 367-8613	Rod Martin	4600008783	4600012064
X	Coolspring Stone Supply, Inc. P.O. Box 1328 Uniontown, PA 15401-1328	150973	(724) 437-8663	(724) 439-6375	Bruce Van Dyke	4600008784	4600012065
X	Glenn O. Hawbaker, Inc. 1952 Waddle Rd. State College, PA 16803-1638	143934	(814) 359-5093	(814) 359-5086	Sam McCartney	4600008786	4600012066
X	Conneaut Lake Sand & Gravel, Inc. P.O. Box 233 West Middlesex, PA 16159-0233	143848	(724) 528-1200	(724) 528-1205	Bradley Berlin	4600008787	4600012067
X	Larel Aggregates, Inc. P.O. Box 23 Gans, PA 15439-0023	186786	(724) 564-5099 ext. 203	(724) 564-1915	Chris Schweiger	4600008788	4600012068
X	York Building Products Co., Inc. 950 Smile Way York, PA 17404-1798	118332	(717) 771-3548	(717) 718-1630	Chris Kaminski	4600008789	4600012069
X	Pennsy Supply, Inc. DBA Slusser Bros. 125 N. Warren St. W. Hazleton, PA 18202-2183	132604	(570) 344-3961	(570) 459-0322	Marie Trovitch	4600008791	4600012070
X	Hanson Aggregates BMC, Inc. P.O. Box 196 Penns Park, PA 18943-0196	118377	(215) 598-3152	(215) 598-3823	Doug Ferris	4600008794	4600012071
X	Hanson Aggregates PA, Inc. 1900 Sullivan Trail Easton, PA 18040-8337	140891	(610) 253-4271	(610) 253-5734	Mark Kendrick	4600009796	4600012072
X	State Aggregates, Inc. 4401 Camp Meeting Rd. Suite 200 Center Valley, PA 18034-9454	123259	(570) 265-9191	(570) 265-9065	Lynn Lenox	4600008797	4600012073
X	Eastern Industries, Inc. 4401 Camp Meeting Rd. Suite 200 Center Valley, PA 18034-9454	123259	(610) 866-0932	(610) 867-1886	John Pruzinski	4600008799	4600012074
X	Plumstead Materials Division of Naceville Materials P.O. Box 196 Skipack, PA 19474-0196	131862	(610) 222-3622	(610) 584-1529	Susan Stewart	4600008800	4600012075
X	Hazleton Materials, LLC P.O. Box 1394 Skipack, PA 19474-1394	184901	(570) 477-2919	(570) 477-0902	Bobbie Jo Stacey	4600008801	4600012076
X	Sanatoga Quarry Division of Reading Materials, Inc. P.O. Box 1467 Skipack, PA 19474-1467	134058	(610) 222-3622	(610) 584-1529	Susan Stewart	4600008802	4600012077
X	Stockertown Materials Division of Haines & Kibblehouse, Inc. P.O. Box 196 Skipack, PA 19474-0196	119919	(610) 222-3622	(610) 584-1529	Susan Stewart	4600008803	4600012078

COSTARS	CONTRACTOR NAME/ADDRESS Includes Supplements	SAP VENDOR NUMBER	TELEPHONE NO.	FAX NO.	CONTACT PERSON	OLD SAP CONTRACT NO.	NEW SAP CONTRACT NO.
X	209 Enterprises Division of Haines & Kibblehouse, Inc. P.O. Box 196 Skippack, PA 19474-0196	119919	(570) 477-2919	(570) 477-0902	Bobbie Jo Stacey	4600008807	4600012079
X	ABE Materials Easton Division of Haines & Kibblehouse, Inc. P.O. Box 196 Skippack, PA 19474-0196	119919	(610) 222-3622	(610) 584-1529	Susan Stewart	4600008809	4600012080
X	Montrose Materials Division of Haines & Kibblehouse, Inc. P.O. box 1467 Skippack, PA 19474-1467	134058	(570) 477-2919	(570) 477-0902	Bobbie Jo Stacey	4600008810	4600012181
X	Kent Sand & Gravel LLC P.O. Box 79 Skippack, PA 19474-0079	165692	(610) 222-3622	(610) 584-1529	Susan Stewart	4600008811	4600012082
X	Naceville Materials P.O. Box 196 Skippack, PA 19474-0196	131862	(610) 222-3622	(610) 584-1529	Susan Stewart	4600008812	4600012083
X	Pikes Creek Asphalt & Crushed Stone Division of Reading Materials, Inc. P.O. Box 1467 Skippack, PA 19474-1467	134058	(570) 477-2919	(570) 477-0902	Bobbie Jo Stacey	4600008813	4600012084
X	Penn MD Materials Division of Haines & Kibblehouse, Inc. P.O. Box 196 Skippack, PA 19474-0196	119919	(610) 222-3622	(610) 584-1529	Susan Stewart	4600008814	4600012085
X	Blooming Glen Quarry Division of Haines & Kibblehouse, Inc. P.O. Box 196 Skippack, PA 19474-0196	119919	(610) 222-3622	(610) 584-1529	Susan Stewart	4600008815	4600012086
X	Dushore Construction Materials Division of Haines & Kibblehouse, Inc. P.O. Box 196 Skippack, PA 19474-0196	119919	(570) 477-2919	(570) 477-0902	Bobbie Jo Stacey	4600008817	4600012087
X	Handwerk Materials Division of Haines & Kibblehouse, Inc. P.O. Box 196 Skippack, PA 19474-0196	119919	(610) 222-3622	(610) 584-1529	Susan Stewart	4600008819	4600012088
X	Scranton Materials, Inc. P.O. Box 389 Skippack, PA 19474-0389	133215	(570) 477-2919	(570) 477-0902	Bobbie Jo Stacey	4600008820	4600012089
X	H & K Materials Division of Haines & Kibblehouse, Inc. P.O. Box 196 Skippack, PA 19474-0196	119919	(610) 222-3622	(610) 584-1529	Susan Stewart	4600008823	4600012090
X	Chestnut Ridge Sand Division of Haines & Kibblehouse, Inc. P.O. Box 196 Skippack, PA 19474-0196	119919	(610) 222-3622	(610) 584-1529	Susan Stewart	4600008824	4600012091
X	Pyramid Materials Division of Haines & Kibblehouse, Inc. P.O. Box 196 Skippack, PA 19474-0196	119919	(610) 222-3622	(610) 584-1529	Susan Stewart	4600008827	4600012092
X	Silver Hill Quarry Division of Haines & Kibblehouse, Inc. P.O. Box 196 Skippack, PA 19474-0196	119919	(610) 222-3622	(610) 584-1529	Susan Stewart	4600008828	4600012093

COSTARS	CONTRACTOR NAME/ADDRESS Includes Supplements	SAP VENDOR NUMBER	TELEPHONE NO.	FAX NO.	CONTACT PERSON	OLD SAP CONTRACT NO.	NEW SAP CONTRACT NO.
X	Locust Ridge Quarry Division of Haines & Kibblehouse, Inc. P.O. Box 196 Skippack, PA 19474-0196	119919	(570) 477-2919	(570) 477-0902	Bobbie Jo Stacey	4600008829	4600012094
X	Atkinson Materials Division of Reading Materials P.O. Box 1467 Skippack, PA 19474-1467	134058	(570) 477-2919	(570) 477-0902	Bobbie Jo Stacey	4600008830	4600012095
X	Bedrock Quarries, Inc. P.O. Box 79 Skippack, PA 19474-0079	121978	(570) 477-2919	(570) 477-0902	Bobbie Jo Stacey	4600008831	4600012096
X	Belvidere Sand & Gravel Division of Lehigh Valley Site Contractors, Inc. P.O. Box 321 Skippack, PA 19474-0321	129305	(570) 477-2919	(570) 477-0902	Bobbie Jo Stacey	4600008832	4600012097
X	Birdsboro Materials Division of Haines & Kibblehouse, Inc. P.O. Box 196 Skippack, PA 19474-0196	119919	(610) 222-3622	(610) 584-1529	Susan Stewart	4600008833	4600012098
X	Douglasville Quarry Division of Reading Materials, Inc. P.O. Box 1467 Skippack, PA 19474-1467	134058	(610) 222-3622	(610) 584-1529	Susan Stewart	4600008834	4600012099
X	Gernatt Asphalt Products, Inc. P.O. Box 400 Collins, NY 14034-0400	104422	(716) 532-3371	(716) 532-9000	Neil Stern	4600008835	4600012182
X	Earl F. Dean, Inc. P.O. Box 249 Galeton, PA 16922-0249	180169	(814) 435-6581	(814) 435-9408	Ronald Dean Jr.	4600008836	4600012101
X	Rohrers Quarry, Inc. P.O. Box 365 Lititz, PA 17543-0365	118720	(717) 626-9760	(717) 626-6611	Travis Rohrer	4600008837	4600012102
X	Lakeland Aggregates Inc. P.O. Box 237 Wattsburg, PA 16442-0237	212640	(814) 739-9477	(814) 739-2556	Gary Hoover	4600008838	4600012103
X	Buffalo Crushed Stone, Inc. P.O. Box 710 Buffalo, NY 14224-0710	104582	(716) 826-1342	(716) 826-1342	John Werely	4600008839	4600012104
	Glasgow, Inc. 104 Willow Grove Ave. Glenside, PA 19038-2110	117744	(215) 884-8800	(215) 884-1465	Stephen Combs	4600008840	4600012105
	Slippery Rock Materials, Inc. 704 Golf Course Rd. Volant, PA 16156-5518	155316	(724) 530-7472	(724) 530-2164	Gary Wike	4600008841	4600012106
X	O-N Minerals (PENROC) Company LP P.O. Box 1967 York, PA 17405-1967	137859	(717) 505-4006	(717) 843-0986	Robert Harbold	4600008842	4600012107
X	Highway Materials, Inc. 1750 Walton Rd. Blue Bell, PA 19422-0465	116804	(610) 832-8000	(610) 832-0700	William Nemeth	4600008844	4600012108
X	Valley Stone Quarry 202 Main St. Wilkes Barre, PA 18702-2706	120375	(570) 823-5556	(570) 823-5935	Bryon Chaump	4600008845	4600012109
X	Hilltop Quarry Division of Reading Materials, Inc. P.O. Box 1467 Skippack, PA 19474-1467	134058	(570) 477-2919	(570) 477-0902	Bobbie Jo Stacey	4600008981	4600012110

COSTARS	CONTRACTOR NAME/ADDRESS Includes Supplements	SAP VENDOR NUMBER	TELEPHONE NO.	FAX NO.	CONTACT PERSON	OLD SAP CONTRACT NO.	NEW SAP CONTRACT NO.
X	American Asphalt Paving, Co. 500 Chase Rd. Shavertown, PA 18708-9689	141189	(570) 696-1181 ext. 295	(570) 696-3486	Justin Schwartztrauber	4600008998	4600012111
X	Keystone Quarry, Inc. P.O. Box 249 Dunmore, PA 18512-0249	131535	(570) 348-3133	(570) 348-3135	Dan O'Brien	4600009015	4600012112
X	Dyer Quarry, Inc. P.O. Box 188 Birdsboro, PA 19508-0188	137230	(610) 582-6010	(610) 582-2304	Larry Kelly	4600009029	4600012113
X	Keller Crushing & Screening, Inc. 158 Anderson Rd. Tunkhannock, PA 18657-6822	141331	(570) 836-6493	(570) 836-7066	Craig Keller	4600009030	4600012114
X	P Stone, Inc. P.O. Box 254 Jersey Shore, PA 17740-0254	122455	(570) 745-7144	(570) 745-2210	James McKeag	4600009031	4600012115
X	Jill D. Cross DBA Cross Excavating P.O. Box 240 Mainesburg, PA 16932-0240	193230	(570) 539-3234	(570) 539-3234	Jill D. Cross	4600009032	4600012116
X	Svonavec, Inc. 150 W. Union St. Suite 201 Somerset, PA 15501-1473	144055	(814) 443-1607	(814) 443-4691	Michael M. Svonavec	4600009034	4600012117
X	Original Fuels Incorporated Grange Lime & Stones Company P.O. Box 343 Punxsutawney, PA 15767-0343	148930	(814) 938-5171	(814) 938-5008	David Osikowicz	4600009035	4600012118
X	Three Rivers Aggregates, Inc. 1321 Main St. Crescent, PA 15046-1321	196559	(724) 457-0400	(724) 457-0408	Daniel McFarland	4600009036	4600012119
X	Lehigh Asphalt Paving & Construction Co., Inc. P.O. Box 549 Tamaqua, PA 18252-0549	117938	(570) 668-4303	(570) 668-5910	Jeff Frantz	4600009038	4600012120
X	Iddings Quarry, Inc. 900 Chestnut St. Mifflinburg, PA 17844-1235	123627	(570) 966-0352	(570) 966-9111	David Iddings	4600009039	4600012121
X	Buffalo Limestone, Inc. RR 1 Box 198A-1 Ford City, PA 16226-9623	154578	(724) 545-7478	(724) 543-4261	Randy Duncas	4600009040	4600012122
X	O N Minerals Erie Operations 2 East Bay Drive Erie, PA 16512	142259	(814) 480-8553	(814) 480-8557	Roger Davis	4600009041	4600012123
X	South Bend Limestone Co. P.O. Box 300 Delmont, PA 15626-0300	150644	(724) 478-1493	(724) 478-4607	Darryl Jacobs	4600009042	4600012124
X	HMMK LLC P.O. Box 196 Skippack, PA 19474-0196	205157	(610) 222-3622	(610) 584-1529	Susan Stewart	4600009046	4600012125
X	Blades Construction Products P.O. Box 590 Hornell, NY 14843-0590	104753	(607) 324-3636	(607) 324-0998	Christopher Blades	4600009050	4600012126
X	Stephen J. Pelton T/A P & P Gravel Co. RR 1 Box 228 Monroeton, PA 18832-9615	104920	(570) 364-5763	(570) 364-5324	Stephen Pelton	4600009052	4600012127
X	Porter's Concrete Service, Inc. P.O. Box 390 Waverly, NY 14892-0390	104598	(607) 565-2452	(607) 565-8670	Ralph E. Porter	4600009053	4600012128

COSTARS	CONTRACTOR NAME/ADDRESS Includes Supplements	SAP VENDOR NUMBER	TELEPHONE NO.	FAX NO.	CONTACT PERSON	OLD SAP CONTRACT NO.	NEW SAP CONTRACT NO.
X	DBA Aquascape Wetland & Environmental Services 200 Neville Rd. Neville Island, PA 15225-1620	154862	(724) 924-2198	(724) 924-2165	Gary G. Musto	4600009054	4600012129
X	Frank Tucci, Inc. 25000 PA Route 99 Cambridge Springs, PA 16403-0000	183876	(814) 398-8111	(814) 398-8769	Paul Tucci	4600009055	4600012130
X	Cooperstown Sand & Gravel Division of Schiffer Excavating, Inc. P.O. Box 4 Cooperstown, PA 16317-0004	145162	(814) 374-4412	(814) 374-4328	Chris Shiffer	4600009056	4600012131
X	Codorus Stone & Supply Co., Inc. 135 Mundis Race Rd. York, PA 17402-9723	185797	(717) 843-8074	(717) 854-2836	William Parthmer	4600009057	4600012132
X	Edward C. Griffith Quarrying, Inc. 14472 Route 119 Hwy N. Rochester Mills, PA 15771-6419	152118	(724) 286-9670	(724) 286-9030	Edward C. Griffith	4600009058	4600012133
X	Thomas E. Siegel 208 Woodland Rd. Shippensburg, PA 16254-8710	145782	(724) 753-2020	(724) 753-2021	Thomas Siegel	4600009059	4600012134
X	Union Quarries, Inc. P.O. Box 686 Carlisle, PA 17013-0686	118867	(717) 249-5012	(717) 249-0021	William Ellis	4600009061	4600012135
X	Sokol, Inc. P.O. Box 366 Bloomsburg, PA 17815-0366	133012	(570) 784-4411	(570) 784-5102	Paul Sokol	4600009063	4600012147
X	M & M Lime Company, Inc. Rd 1 Box 257M Worthington, PA 16262-9753	150789	(724) 297-3958	(724) 297-5592	Kelli Spohn	4600009064	4600012148
X	North Star Aggregates, Inc. P.O. Box 51 Penfield, PA 15849-0051	151218	(814) 637-5599	(814) 637-5598	Michael Buhler	4600009065	4600012149
X	International Mill Service, Inc DBA IMS, Inc. 1155 Business Center Dr. Horsham, PA 19044-3454	121035	(724) 929-4515	(724) 929-2726	Michael Moses	4600009066	4600012150
X	Waste Managers & Processors, Inc. 6 Elenor Ave. Frackville, PA 17931-2301	127431	(570) 874-4083	(570) 874-4084	Anthony Reilly	4600009067	4600012151
X	Red Oak Sand & Gravel LLC P.O. Box 25 Kingsley, PA 18826-0025	134653	(570) 289-4191	(570) 289-4425	Robert Housel	4600009069	4600012152
X	Neville Aggregates Co., Inc. 4700 Neville Rd. Pittsburgh, PA 15225-1418	156293	(412) 262-8024	(412) 269-2912	James Diecks	4600009070	4600012136
X	Hasbrouck Sand & Gravel, Inc. 12225 Gresham Rd. Titusville, PA 16354-3713	144388	(814) 671-5373	(814) 827-0071	Bruce Hasbrouck	4600009071	4600012137
X	Lopke Quarries, Inc. 3430 State Route 434 Apalachin, NY 13732-1232	176785	(607) 687-1114		Peter E. Fiorini	4600009074	4600012138
X	Beaver Valley Slag, Inc. 6010 Woodlawn Rd. Aliquippa, PA 15001-2461	135933	(724) 378-8888	(724) 375-8902	Leonel Garza	4600009104	4600012139
X	National Limestone Quarry, Inc. P.O. Box 397 Middleburg, PA 17842-0397	118841	(570) 837-1635	(570) 837-1655	Eric Stahl	4600009105	4600012140

COSTARS	CONTRACTOR NAME/ADDRESS Includes Supplements	SAP VENDOR NUMBER	TELEPHONE NO.	FAX NO.	CONTACT PERSON	OLD SAP CONTRACT NO.	NEW SAP CONTRACT NO.
X	Grannas Bros. Stone & Asphalt Co, Inc. P.O. Box 488 Hollidaysburg, PA 16648-0488	118467	(814) 695-5021	(814) 696-0910	Tom Strayer	4600009106	4600012141
X	Jay Fulkroad & Sons, Inc. RR 1 Box 3060 McAllisterville, PA 17049-9600	122920	(717) 463-3701	(717) 463-3453	Skip Chaundy	4600009107	4600012142
X	City Slag LLC 8063 Southern Blvd. Boardman, OH 44512-6306	201747	(800) 262-9365	(330) 758-8170	Mark Carrocce	4600009108	4600012143
	Dingmans Ferry Stone, Inc. P.O. Box 686 Dingmans Ferry, PA 18328-0686	131421	(570) 828-2617	(570) 828-7077	Richard Lavanant	4600009168	4600012144
X	Eastern Industries, Inc. - West P.O. Box 177 Winfield, PA 17889-0177	123259	(570) 524-2251	(570) 524-7995	Ginger Lee Sheaffer	4600009229	4600012145
X	Ligonier Stone & Lime Co. DBA Derry Stone & Lime Co. P.O. Box 459 Laughlintown, PA 15655-0459	206776	(724) 238-6530	(724) 238-6530	Lori Kalina	4600009230	4600012146
X	Vulcan Construction Materials L.P. 875 Oxford Ave. Hanover, PA 17331-7743	169833	(717) 637-7121	(717) 637-1014	Robert Flannagan	4600009245	4600012154
X	Vulcan Construction Materials L.P. 322 N. Baker Rd. York, PA 17404-5802	169833	(717) 792-6996	(717) 792-6955	Kevin Capps	4600009246	4600012155
X	Hanson Aggregates PMA, Inc. 1900 Sullivan Trail Easton, PA 18042-8337	206910	(724) 626-0080	(724) 626-2834	Doug Ferris	4600009270	4600012156
X	Eureka Stone Quarry, Inc. 800 Lower State Rd. Chalfont, PA 18914-3516	117997	(215) 822-0593	(215) 822-4006	Robert Albert	4600009139	4600012157
	Barletta Materials & Construction Inc PO Box 550 Tamaqua Pa 18252-0550	132089	(570) 668-2040	(570) 668-5910	Jeff Frantz	4600009935	4600012158
X	Lakeland Sand & Gravel Inc PO Box 137 Hartstown Pa 16131-0137	150013	(814) 382-8178	(814) 382-8179	Troy Adzima	4600009938	4600013055
X	Binkley & Ober Inc PO Box 7 East Petersburg Pa 17520-0007	117903	(717) 898-2277	(717) 898-5043	Chris Emich	4600009939	4600012160
X	Prospect Aggregates Inc PO Box 278 Landisville Pa 17538-0278	136130	(717) 898-2277	(717) 898-5043	Chris Emich	4600009940	4600012161
X	Greer Industries Inc 598 Canyon Rd Morgantown WV 26508-9065	161366	(304) 296-6735	(304) 864- 5218	Joesph Contic	4600009941	4600012162
X	Atlantic States Materials Pa Inc PO Box 269 Mercer Pa 16137-0269	155300	(724) 748-3333	(724) 748-3330	Melissa Hyde	4600009942	4600012163
X	Meadville Redi Mix Concrete Inc PO Box 418 Meadville Pa 16335-0418	143140	(814) 724-1600	(814) 724-6233	Albert Allogretti	4600009943	4600012164
X	G F Edwards Inc RT 435 PO Box 174 Elmhurst Pa 18416-0174	132407	(570) 676-3200	(570) 676-0643	George Edwards	4600009944	4600012165
X	Bear Gap Stone Inc RR 1 Box 138 Elysburg Pa 17824-9719	152731	(570) 339-4535	(570) 672-9018	Charles Morrison	4600009945	4600012166

COSTARS	CONTRACTOR NAME/ADDRESS Includes Supplements	SAP VENDOR NUMBER	TELEPHONE NO.	FAX NO.	CONTACT PERSON	OLD SAP CONTRACT NO.	NEW SAP CONTRACT NO.
X	Fayette Coal & Coke Inc. 2611 Memorial Blvd Connellsville Pa 15425	211300	(724) 628-8968	(724) 628-6114	Stacie Metzger	4600010450	4600012167
X	Wilkes-Barre Materials LLC 502 Chase Road Shavertown Pa 18708	209599	(570) 696-1181	(570) 696-3486	David Waldron	4600010449	4600012168
X	ACA Sand & Gravel LLC 19170 Route 89 Corry Pa 16407-0016	214631	(814) 706-2131	(814) 664-7347	Cory Rose	4600011675	4600012169
X	Allegany Aggregates LLC 4 Centre Dr Orchard Park Ny 14127-4117	215035	(716) 481-6906	(716) 667-1258	Kieth Scheetz	4600011703	4600012170
X	Cornwall Materials Division of Haines&Kibblehouse PO Box 196 Skipack Pa 19474	119919	(610) 222-3622	(610) 584-1529	Susan Stewart	4600011683	4600012171
X	Lanesboro Materials Division of New Milford Materials LLC PO Box 196 Skipack Pa 19474	134058	(570) 477-2919	(570) 477-0902	Bobbie Jo Stacey	4600011680	4600012172
	Newville Terminal Services PO Box 98100 Pittsburgh Pa 15225	211766	(412) 424-0265	(412) 424-0269	Dan McFarland	4600011677	4600012173
X	New Milford Materials LLC PO Box 196 Skipack Pa 19474	214943	(570) 477-2919	(570) 477-0902	Bobbie Jo Stacey	4600011681	4600012174
X	Wayne Gravel Products 262 Route 44 Shinglehouse Pa 16748	150629	(814) 697-7191	(814) 697-7484	Wayne Stephen	4600011676	4600012175
X	James Hornyak dba West Ridge Gravel Co PO Box 181 Girard Pa 16417	214383	(814) 474-4777	(814) 474-2848	Clayton Hornyak	4600011678	4600012176
X	Laurel Sand and Stone Inc 1317 Chickaree Hill Rd Johnstown Pa 15909	183736	(724) 777-2256	(814) 749-0848	Tim Mock	N/A	4600012831
X	M & M Stone Co 2840 W Clymer Av POB 189 Telford Pa 18969	123901	(215) 723-1177 ext 17	(215) 723-0730	Brian Carpenter	N/A	4600012832
X	Middleport Materials Inc 2840 W Clymer Av POB 189 Telford Pa 18969	175164	(215) 723-1177 ext 17	(215) 723-0730	Brian Carpenter	N/A	4600012833
X	Raymond D Showman & Sons Inc 12851 Sharp Rd Pa 16412 Edinboro	215100	(814) 796-4230	(814) 796-6202	Larry Showman	N/A	4600012834
X	Hillside Stone LLC 9397 Fauncetown Rd Titusville Pa 16354	306832	(814) 827-9184	(814) 827-9084	Alan Bly	N/A	4600012830
X	Amerikohl Mining Inc. 1384 State Route 711 Stahlstown Pa 15687	125779	(724) 593-2625	(724) 593-5825	Debi Zisek	4600008843	4600013054

Contract Reference Number: 5610-15
Collective Number:
SAP Contract Number:
Change Number: 1
Change Effective Date: May 11, 2006

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All using Agencies of the Commonwealth
Subject: Aggregate & AntiSkid Materials
Contract Period: Beginning January 1, 2006 and Ending December 31, 2010
Buyer Name: Thomas Neptune phone 717-346-8178, email: tneptune@state.pa.us

CHANGE SUMMARY:

Please be advised that supplier Hanson Aggregates BMC, contract 4600008794, has assumed and been assigned the business function of Amerikohl Mining Inc, contract 4600008843, as it pertains to this ITQ.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 5610-15
Collective Number:
SAP Contract Number:
Change Number: 2
Change Effective Date: May 25, 2006

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All using Agencies of the Commonwealth
Subject: Aggregate & AntiSkid Materials
Contract Period: Beginning January 1, 2006 and Ending December 31, 2010
Buyer Name: Thomas Neptune, phone 717-346-8178, email tneptune@state.pa.us

CHANGE SUMMARY: Per the Aggregate and AntiSkid Invitation to Qualify page 14, #8:

The Commonwealth shall have the option of using the Commonwealth **Purchasing Card** to make purchases under the Contract. The Commonwealth 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.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 5610-15
Collective Number:
SAP Contract Number: 4600010686
Change Number: 3
Change Effective Date: September 15, 2006

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All using Agencies of the Commonwealth
Subject: Aggregate & AntiSkid Materials
Contract Period: Beginning January 1, 2006 and Ending December 31, 2010
Commodity Specialist Name: Thomas Neptune phone 717-346-8178

CHANGE SUMMARY:

Please be advised that Fayette Coal & Coke LLC is now Fayette Coal & Coke Incorporated.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 5610-15
Collective Number:
SAP Contract Number:
Change Number: 4
Change Effective Date: October 10, 2006

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All using Agencies of the Commonwealth
Subject: Aggregate & AntiSkid Materials
Contract Period: Beginning and Ending
Commodity Specialist Name: Thomas Neptune phone 717-346-8178

CHANGE SUMMARY:

Please note the following Changes:

Erie Sand & Gravel has been assigned to and renamed O N Minerals Erie Operations (FIN 25 1723033) 4600010745.

Also,

Hoover Sand & Gravel Co. has been assigned to and renamed Lakeland Aggregates Inc (FIN 20 4878443) 4600010742.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 5610-15
Collective Number:
SAP Contract Number:
Change Number: 5
Change Effective Date: March 30, 2007

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All using Agencies of the Commonwealth
Subject: Aggregate & AntiSkid Materials
Contract Period: Beginning January 1, 2006 and Ending December 31, 2010
Commodity Specialist Name: Thomas Neptune phone 717-346-8178, eMail: tneptune@state.pa.us

CHANGE SUMMARY:

Please be advised that supplier Jamestown Macadam Inc dba Corbett Hill Gravel, contract 4600008769 has assumed and been assigned the business Revie & Jud Enterprises Inc dba Hy-Banks Gravel Products, contract 4600008758, as it pertains to this ITQ.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 5610-15
Collective Number:
SAP Contract Number:
Change Number: 6
Change Effective Date: July 9,2007

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All using Agencies of the Commonwealth
Subject: Aggregate & AntiSkid Materials
Contract Period: Beginning January 1, 2006 and Ending December 31, 2010
Commodity Specialist Name: Thomas Neptune phone 717-346-8178 eMail tneptune@state.pa.us

CHANGE SUMMARY:

As of this date PennDOT has moved into the Commonwealth SAP system. This necessitated re-issuing the Aggregate contracts. When doing this New Contract Numbers were generated for the Suppliers. No other changes in the contract took place. The Contractor List appearing with this contract contains both the old number & the new number. Please use the new contract numbers when referring to the contract. The Suppliers have been furnished a document reflecting this update change. Any questions please feel free to contact me. Thank you.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 5610-15
Collective Number:
SAP Contract Number: 4600012731
Change Number: 7
Change Effective Date: August 14, 2007

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All using Agencies of the Commonwealth
Subject: Aggregate & AntiSkid Materials
Contract Period: Beginning January 1, 2006 and Endi December 31, 2010

Commodity Specialist Name: Thomas Neptune phone 717-346-8178 eMail tneptune@state.pa.us

CHANGE SUMMARY: Supplier Change

Lakeland Sand & Gravel Inc. has been issued a new SAP supplier number, 150013. A new contract has been prepared for the new supplier number, contract 4600012731. The previous contract has been voided.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 5610-15
Collective Number:
SRM/SAP Contract Number:
Change Number: 8
Change Effective Date: November 20,2007

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All using Agencies of the Commonwealth
Subject: Aggregate & AntiSkid Materials
Contract Period: Beginning January 1, 2006 and Ending December 31, 2010
Commodity Specialist Name: Thomas Neptune phone 717-346-8178, eMail: tneptune@state.pa.us

CHANGE SUMMARY:

- A. Please be advised that the supplier Assignment Agreement between Hanson Aggregates BMC and Amerikohl Mining Inc. ends December 31, 2007. (See Change Number 1). Amerikohl Mining Inc. (125779) is resuming the business function of it's approved source under contract 4600013054..
- B. Lakeland Sand and Gravel Inc. (150013) has been assigned a new contract number, 4600013055.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.