BITUMINOUS MATERIAL
Furnish Bituminous Material listed below – F.O.B. Vendor’s Plant – To be picked up as and when needed by Pennsylvania Turnpike Commission (PTC) vehicle from September 1, 2020 through August 31, 2021 with the option to renew for two (2) additional one year periods upon mutual agreement by Vendor and the Commission.

The PTC reserves the right to reject any or all bids. PTC may terminate any resulting contract upon a thirty (30) day written notice.

Bid Opening: Time for bid opening is 2:00 PM, local time. At the time this request for quotation was issued, the PA Turnpike Commission offices were closed due to COVID-19 restrictions. Hand-delivery of bid responses is not possible at this time. Public bid openings will not be held for any bids until further notice. All bids must be received via email, no later than the assigned bid opening time, or they will be considered non-responsive. Please disregard sections I.A BID OPENING and I.B. DELIVERY OF PROPOSAL of the attached General Terms and Conditions.

Electronic Bids will be opened at the bid opening time and date specified above. Official bid results will be made available after evaluation and award have been finalized. Refer to the General Terms and Conditions for information on the availability of bid results.

Inquiries: All questions concerning this proposal are to be directed in writing to Wayne Burke, Senior Procurement Specialist, wburke@paturnpike.com. Telephone inquiries will not be answered.

Bid Response: All bid quotations must be submitted via email to the email address shown on the attached “Quotation Delivery Instructions”. Failure to send bid to the correct email address or to include all essential information will be deemed sufficient reason for rejection of quotation.

Bid Response: All bid quotations must be returned in sealed envelope addressed exactly as shown on the attached “Quotation Delivery Instructions”. Failure to address envelope properly and include all essential information will be deemed sufficient reason for rejection of quotation.

A Responsive Bid must include the following:
1. Complete Request for Quotation Document, including Schedule of Prices
2. Executed Signature Page

Bonding: Bid security in the form of bond or check is not required for this bid. Performance bond will not be required of successful bidder(s). Disregard Section I.C. BONDING of the attached general terms and conditions. All other terms apply.
Zones and Locations:

Bids should not be submitted by PTC location but by Vendor’s plant locations within the three ZONES. Vendor is asked to bid by ZONE ONLY.

Please list any of your plant locations within the ZONE areas. If you have more than three plant locations in a ZONE, you may make a copy of the ZONE pricing page for your bid proposal.

Exact location address of your source of supply, contact name and phone number at each plant location you are bidding must be indicated on the ZONE pricing pages. Failure to furnish this information will result in rejection of your proposal.

This will be a multiple award contract.

BITUMINOUS MATERIALS – In Accordance with the Commonwealth of Pennsylvania Department of Transportation, Publication 408, latest version.

<table>
<thead>
<tr>
<th>PTC Material #</th>
<th>Description</th>
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<tr>
<td>7402</td>
<td>BINDER 19 MM</td>
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<tr>
<td>7405</td>
<td>WEARING 9.5 MM SRL E</td>
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<tr>
<td>7406</td>
<td>WEARING 12.5 MM SRL E</td>
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<td>FJ-1</td>
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<td>WEARING 4.75 MM SRL E</td>
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<td>7412</td>
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<td>WEARING 9.5 MM SRL L</td>
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<tr>
<td>11156</td>
<td>WEARING 9.5 MM SRL M</td>
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- When an SRL is provided as part of an item’s bid specification, it will be understood that the SRL supplied will be as specified or better and provided at no additional cost.
- The end design for all Superpave is 3-30 million ESALS.
- The vendor shall furnish with each load an original and one copy of a certified material delivery ticket that includes the SRL designation.

General Contract Terms.

IMPORTANT: Please review specific terms listed below and details included in the BID Conditions and Instruction, included with this BID.

Pick Up & Invoicing:
- PA Turnpike personnel will present an order form (see attached sample) which designates material, PTC location and contract number.
- Vendor must furnish itemized Invoices which clearly reference the contract reference number, pick up date & PTC Location picking up the material.
PRICE CHANGE REGULATIONS
PennDOT Asphalt Cement Index price will be utilized for this contract. The awarded vendor's prices shall be adjusted monthly in accordance with the following provisions.

1. The base price of a ton of PG 64-22 (bitumen) for this contract is:
   (Determined July 1, 2020)
   Zone 1 - $ 396.00 / ton
   Zone 2 - $ 401.50 / ton
   Zone 3 - $ 407.00 / ton

2. The monthly price of a ton of PG 64-22 (bitumen) will be determined on the last Wednesday of each previous month. Monthly price adjustments will be distributed via e-mail.

3. Pickup pricing shall not change during the first twelve (12) months after the effective date of this Contract. After twelve (12) months, price change requests may be submitted in writing forty-five (45) days prior to the expiration of the anniversary date of the Contract. All requests must be accompanied by appropriately documented market justification. Any price changes must be approved by the Commission in writing in order to be effective.

4. The PTC will apply the monthly price adjustment to each specific contractor mix of bitumen to determine the allowable price change per ton to verify vendor's invoices. Vendor's invoices shall show the current contract number and unit price adjustment in effect on the date material was picked up.

5. Zone Locations by PTC Milepost: (See attached list for PTC locations in each zone.)

<table>
<thead>
<tr>
<th>Zone</th>
<th>Milepost</th>
<th>Location</th>
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<td>Zone 1</td>
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<td>Milepost 100 – 186.7</td>
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<td>Milepost 18.1 (Fayette Co.)</td>
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Vendor Name for Contract
Bid: 811055-2020 Due Date: 7/21/2020

Vendor Plant Locations

**ZONE 2**

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Vendor Name for Contract ________________
Bid: 811055-2020 Due Date: 7/21/2020

Vendor Plant Locations

**ZONE 3**

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Vendor Name for Contract

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QUOTATION ACCEPTED ON F.O.B. DELIVERED BASIS ONLY

Strategic Sourcing Department
PENNSYLVANIA TURNPIKE COMMISSION
P.O. BOX 67676 HARRISBURG, PA 17106 (717) 939-9551
REQUEST FOR QUOTATION

TERMS:
NET 30 DAYS

BID NUMBER 811055-2020 DATED 07/07/20
BUYER Wayne Burke DUE DATE 07/21/20
Email wburke@paturnpike.com PAGE 5

Calendar of Events
The Commission reserves the right to make changes or alterations to this schedule as the Commission determines is in its best interest.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date</th>
<th>Time</th>
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<tbody>
<tr>
<td>Request for Quotation Issued</td>
<td>July 8, 2020</td>
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</tr>
<tr>
<td>Deadline for Bidders to Submit Questions via email to <a href="mailto:kruch@paturnpike.com">kruch@paturnpike.com</a></td>
<td>July 15, 2020</td>
<td>2:00 PM</td>
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<tr>
<td>Answers to Questions will be provided or posted to the Commission website via Addendum (Estimate Only)</td>
<td>July 17, 2020</td>
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<td>Due Date for bid responses</td>
<td>July 21, 2020</td>
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<td>Anticipated Award Date (Estimate Only)</td>
<td>August 28, 2020</td>
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Bidder Contact Information

Respondent’s Name ____________________________________________
Title __________________________________ Fax # ______________________
Phone # ______________________ E-mail ______________________

Direct Sales Contact
Name _______________________________________________________
Title __________________________________ Fax # ______________________
Phone # ______________________ E-mail ______________________
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<td>Locust Ridge Quarry</td>
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**VENDOR PLANT ____________________________**

**DRIVER __________________________**
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<th>VENDORS</th>
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<th>7402</th>
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</table>
The foregoing proposal is subject to the following general conditions and instructions, all interpretations of which shall be at the sole discretion of the Pennsylvania Turnpike Commission:

I. **BID REQUIREMENTS**

   A. **BID OPENING**  PTC will only provide the original bid document. Please make a copy for your records. All bids must be received and time-stamped in the Strategic Sourcing Department located at 700 S. Eisenhower Blvd., Middletown, PA, no later than the assigned bid opening time, or they will be refused and returned. Please note that use of U.S. Mail, FedEx, UPS, or other delivery method does not guarantee delivery to the Strategic Sourcing Department of the PA Turnpike Commission by the announced bid opening time. All bidders should allow sufficient delivery time to ensure timely receipt of their bids.

   B. **DELIVERY OF PROPOSAL**  All bid quotations must be returned in sealed envelope addressed exactly as shown on the attached “Quotation Delivery Instructions”. Failure to address envelope properly and include all essential information will be deemed sufficient reason for rejection of quotation.

   C. **BONDING**  If required by specific terms in the RFQ document, proposal, performance, and payment guaranty to be provided under the following instructions. Refer to the BONDING section of the RFQ document to determine security guaranty that is required for this bid.

      PROPOSAL GUARANTY FOR EXECUTION OF CONTRACT TO ACCOMPANY BID PROPOSAL

      1. No proposal will be considered unless accompanied by a bid bond in favor of and payable to the Pennsylvania Turnpike Commission in a sum not less than ten percent (10%) of the proposal price of the material, services, or combination thereof, conditioned that the bidder will execute, within the prescribed time limit, a contract to furnish materials, services, or combination thereof, according to the terms of the proposal.

      2. In addition, each bond shall have a surety thereon one or more surety companies legally authorized to transact business in the Commonwealth, and shall be acceptable to the Commission. However, in lieu of a bond, such proposal guaranty, in the required amount, may be a bank cashier’s or treasurer’s check, or a depositor’s check certified by the bank of deposit.

      3. The bid security of the three (3) low bidders will be retained until the execution of the contract.

      **PERFORMANCE BOND WILL BE REQUIRED FROM SUCCESSFUL BIDDER(S)**

      Security in the amount of one hundred percent (100%) of bid will be required from the successful bidder(s), and it should be in the form of a certified check, bank cashier’s check, or treasurer’s check drawn to the order of the Pennsylvania Turnpike Commission, or preferably a Performance Bond with a surety company legally authorized to transact business in the Commonwealth and acceptable to the Pennsylvania Turnpike Commission. Where the bidder does not comply with the bid, purchase order, or contract, the proceeds of the certified check, bank cashier’s check, or performance bond shall be forfeited to the Pennsylvania Turnpike Commission as liquidated damages for his failure to perform, and this sum is not to be construed in any sense as a penalty; or the Pennsylvania Turnpike Commission may, at its option, sue the bidder or his surety for the damages it has suffered for any breach of contract, in which case any security held by the Pennsylvania Turnpike Commission shall be applied as a credit in any such suit for damages.

      **PAYMENT BOND WILL BE REQUIRED FROM SUCCESSFUL BIDDER(S)**

      A Payment Bond in the amount of 100% of the bid price will be required of the successful bidder(s) for any purchase order or contract exceeding five thousand dollars ($5,000.00) for the construction, reconstruction, alteration, or repair of any building, or other improvement including highway work. Such bonds shall be executed by one or more surety companies legally authorized to transact business in the Commonwealth of Pennsylvania and acceptable to the Pennsylvania Turnpike Commission.

   D. **CONTRACTING OFFICER**  The Contracting Officer for this bid and for any Purchase Orders issued as a result of this bid is the Director of Procurement & Logistics.
II. **BID RESPONSE**

A. **QUESTIONS** All questions regarding this Request for Quotation must be submitted in writing to the email address of the Buyer provided in the bid document. No bids, decisions, or actions shall be initiated or executed by a Bidder as a result of any oral discussions with any Commission member, employee, consultant/contractor. Refer to the RFQ document for deadline to submit written questions. Questions received after the deadline will be answered at the discretion of the Commission. All questions received will be answered in writing and/or formally issued as an addendum at the discretion of the Buyer. The Buyer shall not be bound by any verbal information that is not either contained within the Request for Quotation or formally issued as an addendum. The Commission does not consider questions to be a protest of the specifications or of the solicitation.

B. **APPROVED EQUAL** Wherever in these proposal forms and specifications an article or material is defined by using a trade name or the name and catalog number of a manufacturer or vendor, the term "OR APPROVED EQUAL", if not inserted therewith, shall be implied. It is understood that any reference to a particular manufacturer’s product, either by trade name or by limited description, has been made solely for the purpose of more clearly indicating the minimum standard of quality desired. The term "OR APPROVED EQUAL" is defined as meaning any other make equal in material, workmanship, and service, and as efficient and economical in operation. An article meeting these conditions may be accepted, unless specifically noted otherwise in the bid document.

C. **PRICES** The bid submitted by the successful Bidder will be incorporated into any resulting Contract and the Bidder will be required to provide the awarded item(s) at the prices quoted in its Bid.
   1. Delivery fuel surcharges are not permissible.
   2. Contractor will be responsible for all tolls required for delivery or performance of service
   3. Item pricing shall not change during the initial term of this Contract. After the initial term, price change requests may be submitted in writing forty-five (45) days prior to the expiration of the anniversary date of the Contract. All requests must be accompanied by appropriately documented market justification. Any price changes must be approved by the Commission in writing before they are effective.
   4. SPECIAL REQUEST PRICE ADJUSTMENTS prior to the 45-day contract expiration date must be made in writing addressed to the Buyer. This request must include vendor business case to support requested price adjustment. The Buyer may require additional support documentation as part of the evaluation process.

D. **EXCEPTIONS**
   1. When entering a bid for items from a manufacturer other than the referenced manufacturer shown for each item, the Bidder must show for each item the stock/part number and manufacturer of the item you propose to furnish in the space provided. Illustrated bulletin or specification of alternate units proposed to be furnished must accompany your bid. Failure to do so will be deemed sufficient reason for rejection of your bid.
   2. The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled “EXCEPTIONS TO BID CONDITIONS AND SPECIFICATIONS” and shall be attached to the bid.

E. **EXECUTION OF PROPOSAL**
   1. All blank spaces in the proposal and bid shall be filled in clearly where indicated, either typed or written in ink. The bidder must initial and date any error made while completing the proposal. Do not alter the bid form. Altering or changing any part of this proposal or bid will be sufficient reason for rejection.
   2. Bidders shall submit a separate unit price for each item, a total bid, a total lump sum bid covering all items in each group, and a total lump sum bid covering all items of all groups. Award will be made on separate unit price, total bid, or a total lump sum bid covering all items in each group, or a total lump sum bid for all items of all groups, whichever is to the best interest of the Pennsylvania Turnpike Commission. In case of a discrepancy, the unit price will be considered as the price bid. The extension figures are only for the information of the Commission and will not be considered as part of the bid.
   3. Completion of the Signature Page: The bidder’s signature shall be in ink. If any information is handwritten or changed in any manner, it must be referenced as shown on the Signature Page and the bidder’s authorized signatory must initial and date immediately following the statement.

   Except for signatures, please print legibly or type all required information.
   a. For Corporations: Only the signature of a senior officer is required. Senior officers include Chairman, President, Vice-President, Senior Vice-President, Executive Vice-President, Assistant Vice-President, Chief Executive Officer and Chief Operating Officer. Any other signature must be accompanied by a resolution authorizing the individual to contractually bind the organization.
   b. For Limited Liability Company (LLC): The signature of a duly authorized Member or Manager is required. No other titles will be accepted unless the contractor provides proof that the signatory has been delegated
signature authority.
c. For Sole Proprietorships: The signature of the Owner is required. A sole proprietorship doing business as (d/b/a) or trading as (t/a) another name should indicate such. For example:
  John Brown d/b/a or t/a
  Brown’s Janitorial Service
d. For Partnerships: The signature of the General Partner is required.

If signature authority has been delegated by any required principal (as cited above) to another official, (i.e., the Office Manager, the Comptroller, the Sales Manager, etc.), a copy of the resolution (for corporations) or power of attorney (for Partnerships and Sole Proprietorships) signed by the required principal delegating that signature authority to that specific individual must be provided prior to execution of the Contract. For a municipality or an authority, the delegation document must be either a resolution of the governing body or delegation provided by the organization’s by-laws.
The bid may be rejected if not signed by an individual authorized to contractually bind the organization.

F. MODIFICATION OR WITHDRAWAL OF BID PRIOR TO OPENING  Each bidder who submits his bid specifically waives any right to withdraw it except as hereinafter provided. Bidders will be given permission to withdraw any bid after it has been deposited with the Commission, provided the bidder makes his request by telephone or in writing to the Manager of Strategic Sourcing and Asset Management. Withdrawal by telephone or in writing must be made not later than twenty-four (24) hours before the time fixed for the bid opening. Requests pertaining to withdrawal by telephone must be confirmed in writing by the bidder and must reach the Manager of Strategic Sourcing and Asset Management, Pennsylvania Turnpike Commission, not later than one (1) hour prior to the time fixed for the opening of bids.

G. FURNISHING OF SAMPLES  Samples, if required, must be furnished at the expense of the bidder and will become the property of the Pennsylvania Turnpike Commission.

H. ELECTRONIC VERSIONS OF THE REQUEST FOR QUOTATION  If the RFQ is being made available by electronic means, and the Bidder electronically accepts the RFQ, the Bidder acknowledges and accepts full responsibility to insure that no changes are made to the RFQ. In the event of a conflict between a version of the RFQ in the Bidder’s possession and the Commission’s version of the RFQ, the Commission’s version shall govern.

I. BID RESULTS
1. Official bid results will be made available after evaluation and award have been finalized.
2. Request for official bid summary information for this RFQ will be given only when accompanied by stamped self-addressed envelope. No telephone or email inquiries honored.
3. Request for previous bid results or any other details of previous purchases or contracts is considered a request for public records under the Right-to-Know Law (RTKL), Act 3 of 2008 and shall comply with the Commission’s policies, process and procedures for requesting such records. RTKL requests may be submitted online at www.paturnpike.com.

J. CAUSE FOR REMOVAL FROM BID LIST  Any vendor not responding two (2) consecutive times or any vendor who does not receive an award for a period of five (5) years shall be purged from the mailing list, unless specifically noted otherwise in the bid document. A "NO BID" is considered a reply.

K. NON-WAIVER OF ADDITIONAL RIGHTS  The enumeration in these Conditions and Instructions of certain rights and remedies in the Commission shall not be construed to preclude the exercise by the Commission of other and additional rights and remedies which are available generally at law or which may be implied from the foregoing.

III. SELECTION CRITERIA
A. ACCEPTANCE OR REJECTION OF BID; CONFORMITY TO SPECIFICATION; ELIGIBILITY FOR AWARD
1. The Pennsylvania Turnpike Commission reserves the right to reject any and all bids, to waive technical defects, and to accept or reject any part of any bid if, in its judgment, the best interests of the Pennsylvania Turnpike Commission are thereby served.
2. The Commission may reject all bids not meeting specifications.
3. No award will be made to any bidder who, in the opinion of the Manager of Strategic Sourcing and Asset Management of the Pennsylvania Turnpike Commission, is in default of any bid, purchase order, or contract with the Pennsylvania Turnpike Commission, prior to the date of the bid under consideration.
B. **MANDATORY RESPONSIVENESS REQUIREMENTS** To be eligible for selection, a bid must be:
   1. Timely received from a Bidder;
   2. Properly signed by the Bidder.

C. **EVALUATION & AWARD** It is the intention of the PA Turnpike Commission to award contract(s) in a manner most beneficial to the Commission. Unless otherwise specified by the Commission in the RFQ form the Commission reserves the right to award by item or on a total Bid basis, whichever is deemed more advantageous to the Commission. In cases of discrepancies in prices, the unit price will be binding unless the unit price is obviously in error and the extended price is obviously correct, in which case the erroneous unit price will be corrected. As a condition for receipt of award of a contract/purchase order, the Bidder must be registered in the Commission Vendor Master file. In order to register, bidders must visit [www.paturnpike.com](http://www.paturnpike.com) and complete the Vendor Registration.

Unless specifically noted as a bid requirement, time, terms of delivery, and cash discounts offered by any bidder shall not be considered in making an award. However, if cash discounts are offered by any bidder, the Pennsylvania Turnpike Commission reserves the right to take advantage of such offer.

D. **TIE BIDS** In the event of tie bids, time, terms of delivery and terms of payment shall be considered as factors by the Commission in making an award. All tie bids will be broken by the Commission.

E. **PROMPT PAYMENT DISCOUNTS** Prompt payment discounts will not be considered in making an award. If prompt payment discounts are offered by any Bidder, however, the Commission will take advantage of such offer.

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

IV. **CONTRACT TERMS and CONDITIONS**

A. **EXTENSION OF CONTRACT TERM** The Commission reserves the right, upon notice to the Contractor, to extend any single term of the Contract for up to three (3) months upon the same terms and conditions.

B. **PURCHASE ORDERS** The Commission may issue Purchase Orders against the Contract. These orders constitute the Contractor’s authority to make delivery. All Purchase Orders received by the Contractor up to and including the expiration date of the Contract are acceptable and must be performed in accordance with the Contract. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.

C. **ELECTRONIC DOCUMENTS** Purchase Orders will not include an "ink" signature by the Agency. The electronically-printed name of the Buyer represents the signature of that individual who has the authority, on behalf of the Commission, to authorize the Contractor to proceed.

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

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

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

E. SUPPLIES DELIVERY Vendor must show, upon delivery, a packing slip with the complete Purchase Order reference number.
1. 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 Commission. Such loss, injury, or destruction shall not release the Contractor from any contractual obligations. Except as otherwise provided in this contract, all item(s) must be delivered within the time period specified. Time is of the essence and, in addition to any other remedies, the Contract is subject to termination for failure to deliver as specified.
2. Unless otherwise stated in this Contract, delivery must be made within ten (10) days after the Effective Date.
3. Deliveries to be made Monday through Friday, between the hours of 7:30 AM and 2:30 PM (excluding holidays) unless other prior arrangements are approved by the Strategic Sourcing Department.

F. ADDITION/DELETION OF PRODUCTS The Vendor is responsible for notifying the Commission of all new and discontinued products in a timely manner. Additional line items may be added to the contract(s) through mutual agreement of the contractor and the Commission. Fair and accepted pricing will be comparable to similar items or the appropriate based line items. At no time is the Vendor allowed to unilaterally change products or pricing.

G. ESTIMATED QUANTITIES It shall be understood and agreed that any quantities listed in the Contract are estimated only and may be increased or decreased in accordance with the actual requirements of the Commission and that the Commission in accepting any bid or portion thereof, contracts only and agrees to purchase only the materials and services in such quantities as represent the actual requirements of the Commission. The Commission reserves the right to purchase materials and services covered under the Contract through a separate competitive procurement procedure, whenever Commission deems it to be in its best interest.

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

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

J. INSPECTION & REJECTION No item(s) received by the Commission shall be deemed accepted until the Commission 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 specification may be rejected upon initial inspection or at any later time if the defects contained in the item(s) were not reasonably ascertainable upon the initial inspection. It shall thereupon become the duty of the Vendor to remove rejected item(s) from the premises without expense to the Commission within fifteen (15) days after notification. Upon notice of rejection, the Vendor shall immediately replace all such rejected item(s) with others conforming to the specifications and which are not defective.

K. COMPENSATION The Contractor shall be required to furnish the awarded item(s) at the price(s) quoted in the Purchase Order. All item(s) shall be delivered within the time period(s) specified in the Purchase Order. The Contractor shall be compensated only for item(s) that are delivered and accepted by the Commission. The Bidder agrees that the Commission may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth of PA against any payments due the Contractor under any contract with the Commission.
L. BILLING REQUIREMENTS  Unless the Contractor has been authorized by the Commission for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Contractor shall include in all of its invoices the following minimum information:
- Vendor name and "Remit to" address, including SAP Vendor number;
- Bank routing information, if ACH;
- SAP Purchase Order number;
- Delivery Address, including name of Commission location;
- Description of the supplies/services delivered in accordance with SAP Purchase Order (include purchase order line number if possible);
- Quantity provided;
- Unit price;
- Price extension;
- Total price; and
- Delivery date of supplies or services.

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

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

M. TAXES  Sales made to the Pennsylvania Turnpike Commission are exempt from the provisions of the fair-trade law, the Pennsylvania Sales Tax, and certain Federal Excise Taxes. The Commission is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 23-730309-K. (EIN: 23-6003240). It is the bidder's responsibility to contact the Pennsylvania Department of Revenue or the Internal Revenue Service to determine the applicability of taxes. Generally though, direct sales to the Commission (an instrumentality of the Commonwealth of Pennsylvania) of tangible personal property that will not become a permanent part of real estate are exempt from Pennsylvania sales tax. Any other applicable tax may not be stated as a separate line item in the bid. Relevant exemption numbers and certificates are available by email request to purchasing@paturnpike.com.

N. UNDERTAKING BY BIDDER  In submitting the foregoing bid, the bidder certifies that:
1. The bidder shall be responsible for all damage to life and property due to negligence or other tortious acts, errors, and omissions arising from or related to the work of this Agreement. The bidder shall indemnify and hold harmless the Commission, and their agents and employees from and against all liability, claims, damage, losses, and expenses arising from or related to the work of the bidder or that of the bidder's employees or subcontractors. This indemnification provision shall survive the termination of this contract.
2. The prices in this bid are neither directly nor indirectly the result of any agreement with any other bidder.
3. To the best of the knowledge of the person signing the proposal for the Bidder and except as otherwise disclosed by the Bidder in its proposal, the Bidder has no outstanding, delinquent obligations to the Commission including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Bidder that is owed to the Commission.
4. The Bidder is not currently under suspension or debarment by the Commission, or any other state, or the federal government, and if the Bidder cannot certify, then it shall submit along with the proposal a written explanation of why such certification cannot be made.
5. Each Bidder, by submitting its proposal, authorizes all Commission agencies to release to the Commission information related to liabilities to the Commission including, but not limited to, taxes, unemployment compensation, and workers’ compensation liabilities.

O. TERMINATION PROVISIONS  The Commission has the right to terminate this Contract or any Purchase Order for any of the following reasons. Termination shall be effective upon written notice to the Contractor.
1. TERMINATION FOR CONVENIENCE: The Commission shall have the right to terminate the Contract or a Purchase Order for its convenience if the Commission 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.
2. **NON-APPROPRIATION:** The Commission’s obligation to make payments during any Commission 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 Commission shall have the right to terminate the Contract or a Purchase Order. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid for any appropriations available for that purpose.

3. **TERMINATION FOR CAUSE:** The Commission shall have the right to terminate the Contract or a Purchase Order for Contractor default under Default Clause upon written notice to the Contractor. The Commission shall also have the right, upon written notice to the Contractor, to terminate the Contract or a Purchase Order for other cause as specified in the Contract or by law. If it is later determined that the Commission erred in terminating the Contract or a Purchase Order for cause, then, at the Commission’s discretion, the Contract or Purchase Order shall be deemed to have been terminated for convenience under the Subparagraph 1.

P. **NON-DISCRIMINATION CLAUSE.** The Pennsylvania Turnpike Commission’s Non-Discrimination Clause shall be considered a part of this proposal. Copies of the Non-Discrimination Clause can be obtained by contacting purchasing@paturnpike.com.

Q. **INDEMNIFICATION.** The Contractor shall be responsible for, and shall indemnify, defend, and hold harmless the Commission and its Commissioners, officers, employees, and agents from any claim, liability, damages, losses, causes of action, and expenses, including reasonable attorneys’ fees, arising from damage to life or bodily injury or real or tangible personal property caused by the negligence or other tortious acts, errors, and omissions of Contractor, its employees, or its subcontractors while engaged in performing the work of the Agreement or while present on the Commission’s premises, and for breach of the Agreement regarding the use or disclosure of proprietary and confidential information where it is determined that Contractor is responsible for any use of such information not permitted by the Agreement. The indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or its subcontractors under Workers’ Compensation Acts, Disability Benefits Acts, or other Employee Benefit Act.

R. **DATA SECURITY** CONTRACTOR shall report to PTC any Breach (any attempted or successful unauthorized acquisition, access, use, or disclosure of PTC data that compromises the security or privacy of such data) affecting PTC Data. The notice to be provided to PTC by CONTRACTOR shall be provided without unreasonable delay and no later than within 72 hours of CONTRACTOR’s discovery of any Breach. A Breach shall be deemed to be discovered on the first day on which the CONTRACTOR knows or reasonably should have known of the Breach. The notice to be provided to PTC by CONTRACTOR shall be made in writing to PTC’s Information Security Officer and shall include the following content: (i) the nature of the Breach; (2) the specific PTC Data affected by the Breach; (3) the steps the CONTRACTOR is taking to remediate the Breach; and (4) steps the CONTRACTOR is taking to mitigate future Breaches. Following notification of the Breach, CONTRACTOR shall cooperate with PTC’s investigation of the Breach and provide any other information regarding the Breach or the PTC Data affected which PTC may reasonably request. Should notice to individuals whose information was part of PTC Data be required under any applicable data privacy law, including, but not limited to, individual state data breach notice laws or federal laws such as HIPAA and Graham Leach Bliley Act, CONTRACTOR shall provide PTC with copies of any template notification letters and draft regulatory correspondence for PTC’s prior approval. CONTRACTOR shall provide any notifications required under the applicable data privacy laws on behalf of PTC at the request of PTC. PTC reserves the right to handle any notifications required and shall notify CONTRACTOR if PTC will be handling the required notifications. Upon request, CONTRACTOR shall provide the PTC with its cyber-security policies and procedures. CONTRACTOR agrees to reimburse PTC for any and all reasonable costs associated with PTC’s response to CONTRACTOR’s Breach, including any fees associated with PTC’s investigation of CONTRACTOR’s Breach, notification costs, and any reasonable offer of credit or identity monitoring product.
DIVERSE BUSINESS (DB) PARTICIPATION

General Provision. The Diverse Business (DB) Requirements of Section 303 of Title 74 of the Pennsylvania Consolidated Statutes, 74 Pa.C.S. §303 do not apply to this Contract. A DB is a disadvantaged business, minority-owned or women-owned business or service-disabled veteran-owned or veteran-owned small business that has been certified by a third-party certifying organization, as defined in 74 Pa.C.S. §303.

However, the Commission is committed to participation by DBs in the performance of this contract. Bidders are encouraged to utilize and give consideration to DBs in the performance of the contract work. Bidders shall not discriminate on the basis of gender, race, creed or color in the award and performance of contracts in accordance with 62 Pa.C.S. §3701.

To the extent a Bidder utilizes a DB in performing the contract work or services, bidders shall document and submit to the Commission the names of the DBs, the address, contract person and the total amount of contract work that is subcontracted to the DB.

The Commission’s Director of the Office of Diversity and Inclusion, or his or her designee, is designated the Responsible Official who shall supervise the DB program and ensure that the Commission complies with the DB program.

Records. Maintain project records as necessary to determine use of DBs for the Contract. Maintain all records for 3 years following acceptance of final payment. Make records available for inspection by the Commission, its designees or agents. These records should indicate:

1. the number of DB subcontractors supplying or performing work and noting the type of work or supply and amounts of each contract executed with each DB firm.
2. the amounts paid to each DB during the life of the contract. If no payments are made to a DB during the month, enter a zero ($0) payment.
3. upon completion of the contract work, submit paid invoices or a certification attesting to the actual amount paid to each DB.

Reports. Submit reports following final payment, or as required by the Commission, of those contracts and other business executed with DBs with respect to the records referred to above in such form and manner as prescribed by the Commission.

Subcontracts/Purchase Orders. Subcontracts with DB firms will not contain provisions waiving legal rights or remedies provided by laws or regulations of the Federal Government or the Commonwealth of Pennsylvania or the Commission through contract provisions or regulations. Bidder will not impose provisions on DB subcontractors that are more onerous or restrictive than the terms of the prime’s contract with non-DBs.

Assignability and Subcontracting Subject to the terms and conditions of this paragraph, this Contract shall be binding upon the parties and their respective successors and assigns.

b. The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.

c. The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.

d. Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.

e. For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.

f. Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.

g. A change of name by the Contractor, following which the Contractor’s federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Contracting Officer written notice of any such change of name.

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

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

I. DEFINITIONS. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

a. “Affiliate” means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

b. “Consent” means written permission signed by a duly authorized officer or employee of the Commission, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commission shall be deemed to have consented by virtue of the execution of this contract.

c. “Contractor” means the individual or entity, that has entered into this contract with the Commission, and “Contractor Related Parties” means any affiliates of the Contractor and the Contractor’s executive officers, Pennsylvania officers and directors, or owners of 5% or more interest in the Contractor.

d. “Financial Interest” means either:
   i. Ownership of more than a five percent interest in any business; or
   ii. Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

e. “Gratuity” means tendering, giving, or providing anything of monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. See Commission Policy 3.10, Code of Conduct.

f. “Non-bid Basis” means a contract awarded or executed by the Commission with Contractor without seeking bids or proposals from any other potential bidder or offeror.

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

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

2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor activity with the Commission and Commission employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

3. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of the Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.; the State Adverse Interest Act, 71 P.S. §776.1 et seq.; Commission Policy 3.10, Code of Conduct or in violation of any other federal or state law in connection with performance of work under this contract, except as provided in this contract.

4. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commission in writing and the Commission consents to Contractor’s financial interest prior to Commission execution of the contract. Contractor shall disclose the financial interest to the Commission at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor’s submission of the contract signed by Contractor.

5. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Entities have not:
   a. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
   b. been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
   c. had any business license or professional license suspended or revoked;
   d. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
   e. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.
If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commission will determine whether a contract may be entered into with the Contractor. The Contractor’s obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commission in writing if at any time during the term of the contract if becomes aware of any event which would cause the Contractor’s certification or explanation to change. Contractor acknowledges that the Commission may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

6. Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).

7. When Contractor has reason to believe that any breach of ethical standards as set forth in law, Commission Policy 3.10, Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commission officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commission contracting officer or the Chief Compliance Officer in writing.

8. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commission in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commission for the reasonable costs of investigation incurred by the Chief Compliance Officer for investigations of the Contractor’s compliance with the terms of this or any other agreement between the Contractor and the Commission that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor’s suspension or debarment.

9. Contractor shall cooperate with the Chief Compliance Officer in investigating any alleged Commission agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Chief Compliance Officer, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Chief Compliance Officer to Contractor’s integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commission and any such subcontractor, and no third party beneficiaries shall be created thereby.

10. For violation of any of these Contractor Integrity Provisions, the Commission may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commission may have under law, statute, regulation, or otherwise.
QUOTATION DELIVERY INSTRUCTIONS: (Electronic Submission)

At the time this request for quotation was issued, the PA Turnpike Commission offices are closed due to COVID-19 restrictions. Hand-delivery of bid responses is not possible. Public bid openings will not be held for any bids until further notice.

- Until further notice, all bid quotations must be submitted electronically to be considered responsive. Bidders are encouraged to submit bids in PDF format.

- Electronic copies of the complete bid response must be emailed to the email submission address provided above before 2:00 PM, local time on the bid opening date shown above. This email address is secure and cannot be accessed by PA Turnpike Commission personnel until the bid opening date and time.

- In order to protect the integrity of the sealed bid process, do not copy the buyer on your email bid response.