Furnish all labor, materials, and equipment necessary to provide Vendor-managed inventory of miscellaneous Mechanic’s Hardware as specified below to be F.O.B. delivered and replenished at the locations on the attached list as and when required from July 1, 2017 through June 30, 2019 with the option to renew contract for one additional 2-year period 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.

SPECIFICS of SERVICE:
1. Contractor supplies storage bins to a secured location at PTC site.
2. Contractor performs monthly site visit to determine what materials need to be replenished and make note of any special or unusual fasteners that are needed or requested.
3. Contractor provides a written order sheet to the Foreman, Assistant Foreman or Trades Supervisor for approval.
4. Upon approval by the Foreman, Assistant Foreman or Trades Supervisor (or their designees), materials are delivered to the maintenance facility.
5. Itemized delivery slip is provided for verification against the original written order.

Time for bid opening is 2:00 PM, local time. 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.

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
2. Schedule of Prices
3. 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 conditions and instructions. All other terms apply.

Bidder Contact Information

Respondent’s Name
Title
Phone #
Fax #
E-mail
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 274000-2017 DATED 04/19/17
BUYER Karen Ruch DUE DATE 05/23/17
Email kruch@paturnpike.com PAGE 2

REQUEST FOR QUOTATION

Contract Contact Information

Each awarded Contractor is required to designate a point of contact who is available to oversee all regional salespersons. This person is responsible for monitoring compliance with Commission terms and conditions and resolving any delivery or invoicing issues that may arise.

Direct Sales Contact
Name
Title Fax #
Phone # E-mail

Delivery Locations: The PTC will only accept bids to service an entire District. (See attached list for all location addresses)
Bidders may submit a bid for one, several or all 5 Districts.
Bidders must indicate below (V) which PTC Districts they can service.

<table>
<thead>
<tr>
<th>Submitting Bid for: **</th>
<th>District</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>DISTRICT 1</td>
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<td>DISTRICT 2</td>
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<td>DISTRICT 3</td>
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<td></td>
<td>DISTRICT 4</td>
</tr>
<tr>
<td></td>
<td>DISTRICT 5</td>
</tr>
</tbody>
</table>

** Estimated usage for this contract is approximately $24,000 per District per year.
Schedule of Prices: Throughout the course of this contract, the PTC will order a broad range of hardware. For the purpose of bid comparison, Bidders must submit minimum package size and pricing for minimum order unit for the following common **18-8 Stainless Steel bolts, nuts and washers.**

<table>
<thead>
<tr>
<th>BOLT SIZE</th>
<th>Minimum package size</th>
<th>Unit Price</th>
<th>Minimum package size</th>
<th>Unit Price</th>
<th>Minimum package size</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/4 X 1</td>
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<td>1/4 X 1 ½</td>
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<tr>
<td>1/4 X 2</td>
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<td>1/4 X 2 ½</td>
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<td>1/4 X 3</td>
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<td>5/16 X 1</td>
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</tbody>
</table>
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.

**CASH DISCOUNT OFFERED:** Bidder hereby agrees that in the event of an award if payment is made within______________( ) days after receipt of material he will offer the Pennsylvania Turnpike Commission a ___________% discount. (NOTE: Discount offered will not be used for the purpose of evaluating lowest bid received.)

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.

**BID**

In compliance with the within proposal, and subject to all the conditions thereof, the undersigned offers and agrees, if this bid be accepted, to furnish any or all items upon which prices are quoted, at the price set opposite each item, delivered at the point(s) specified.  *This bid will remain firm for sixty (60) days.*

Executed at_____________________________ this____________________ day of________________________ City, State       Month, Year

(IF A SOLE PROPRIETOR): ____________________________________________________  
Name of Company
____________________________________________________
Owner

SEAL

TYPE OR PRINT NAME HERE

(IF A PARTNERSHIP): ____________________________________________________  
Name of Company
____________________________________________________
Owner

SEAL

TYPE OR PRINT NAME HERE

(IF A CORPORATION): (See Instructions) ________________________________________
Name of Company
____________________________________________________
Attest:

Title

BY:_________________________________________________

Title

Type or Print

Name Here

Address

Telephone No.

Please check all that apply to your business:

☐ Minority Business Enterprise  ☐ Small Business Enterprise
☐ Woman Business Enterprise  ☐ Veteran Business Enterprise
☐ Service Disabled Veteran-Owned Business Enterprise
<table>
<thead>
<tr>
<th>Loc</th>
<th>PA TURNPIKE COMMISSION MECHANICS HARDWARE</th>
<th>Cost Ctr</th>
<th>PTC supervisor contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>FEMO</td>
<td>PA Turnpike Commission District 1 FEMO 2996 Haberlein Road (Allegheny C) Gibsonia PA 15044</td>
<td>10241</td>
<td>Keith Trout 724-444-3330 <a href="mailto:ktrout@paturnpike.com">ktrout@paturnpike.com</a></td>
</tr>
<tr>
<td>STOR</td>
<td>PA Turnpike Commission DISTRICT 1 MAINT MP 39.62 WB 2996 Haberlein Road (Allegheny C) Gibsonia PA 15044</td>
<td>30100</td>
<td>Position currently vacant</td>
</tr>
<tr>
<td>HOME</td>
<td>Homewood Maint Bldg - MP 11.84 EB 256 Foxwood Road (Beaver Co.) Wampum PA 16157</td>
<td>30110</td>
<td>Kirk Krotz 724-846-3290 <a href="mailto:kkrotz@paturnpike.com">kkrotz@paturnpike.com</a></td>
</tr>
<tr>
<td>GIBS</td>
<td>Gibsonia Maint Bldg - MP 39.62 WB 2996 Haberlein Road (Allegheny C) Gibsonia PA 15044</td>
<td>30120</td>
<td>Jim Simpson 724-443-7268 <a href="mailto:jsimpson@paturnpike.com">jsimpson@paturnpike.com</a></td>
</tr>
<tr>
<td>HARC</td>
<td>Harrison City Maint Bldg - MP 63.24 WB 1012 Sandy Hill Rd. (Westmoreland C) Irwin PA 15642</td>
<td>30130</td>
<td>David Vento 724-744-6423 <a href="mailto:dvento@paturnpike.com">dvento@paturnpike.com</a></td>
</tr>
<tr>
<td>DNGL</td>
<td>Donegal Maint Bldg - MP 88.76 WB 183 Clay Pike Road (Westmoreland C) Acme PA 15610</td>
<td>30140</td>
<td>Erik Hickle 724-423-4775 <a href="mailto:ehickle@paturnpike.com">ehickle@paturnpike.com</a></td>
</tr>
<tr>
<td>GREE</td>
<td>Greensburg Maint Bldg - MP G07.2 NB 241 AKH Maintenance Lane (Westmoreland) Jeannette PA 15644</td>
<td>30160</td>
<td>Tom Stover 724-850-7091 <a href="mailto:tstover@paturnpike.com">tstover@paturnpike.com</a></td>
</tr>
<tr>
<td>JEFF</td>
<td>Jefferson Hills Maint Bldg - MP M54.0 NB Rt. 43 Turnpike Ext (Allegheny Co.) Jefferson Hills PA 15025</td>
<td>30170</td>
<td>Steve Evangelista 412-382-2200 <a href="mailto:sevangel@paturnpike.com">sevangel@paturnpike.com</a></td>
</tr>
<tr>
<td>SEAR</td>
<td>Searights Maintenance Building Milepost 18.1 (Fayette Co.) 135 Upper Middletown Road Smock, PA 15480</td>
<td>30175</td>
<td>Ken Bigham 412-382-2260 <a href="mailto:KBigham@paturnpike.com">KBigham@paturnpike.com</a></td>
</tr>
</tbody>
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Contact information provided above to indicate PA Turnpike personnel authorized to approve orders at each location under the resulting contract. All questions related to this request for quotation must be submitted in writing to Karen Ruch (kruch@paturnpike.com).
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</thead>
</table>
| FEMO | PA Turnpike Commission  
District 3 FEMO  
441 PANORAMA DR (LANCASTER C)  
DENVER PA 17517 | 10246 | Gene Johnston  
717-445-3930  
gjohnsto@paturnpike.com |
| STOR | PA Turnpike Commission  
DISTRICT 3 MAINT - MP 288.33 WB  
441 PANORAMA DR (LANCASTER C)  
DENVER PA 17517 | 30270 | Scott Reigle  
717-445-3945  
sreigle@paturnpike.com |
| NEWV | NEWVILLE MAINT - MP 214.22 WB  
246 CENTER RD (CUMBERLAND C)  
NEWVILLE PA 17241 | 30280 | Position currently vacant |
| NCMB | New Cumb Maint Bldg - MP 243.84 EB  
519 Marsh Run Road (York Co.)  
New Cumberland PA 17070 | 30290 | Larry Lehman  
717-774-8235  
lehman@paturnpike.com |
| MTGT | Mt. Gretna Maint Bldg - MP 265.56 EB  
3014 Pinch Road (Lancaster Co.)  
Manheim PA 17545 | 30300 | Jon Ahrens  
717-665-4745  
jahrens@paturnpike.com |
| BOWM | Bowmansville Maint Bldg - MP 288.33 WB  
441 Panorama Drive (Lancaster Co.)  
Denver PA 17517 | 30310 | Larry Miccicke  
717-445-6711  
lmiccicke@paturnpike.com |
|       | **DISTRICT 3** |        |                                   |
| FEMO | PA Turnpike Commission  
District 4 FEMO  
1801 GALLAGHER ROAD  
PLYMOUTH MEETING PA 19462 | 10247 | Vincent Spagna  
610-567-4830  
vspagna@paturnpike.com |
| STOR | PA Turnpike Commission  
DISTRICT 4 MAINT  
1801 GALLAGHER ROAD  
PLYMOUTH MEETING PA 19462 | 30320 | Mark Lesniewski  
610-567-4822  
mlasniew@paturnpike.com |
| DVLT | Devault Maint Bldg - MP 316.27 WB  
2225 Valley Hill Rd (Chester Co.)  
Malvern PA 19355 | 30330 | Ron Miller  
610-567-4813  
rmill@paturnpike.com |
| PLYM | Plymouth Meeting Maint Bldg  
331 W Germantown Pike  
(Montgomery Co.)  
Plymouth Meeting PA 19462 | 30340 | Ed Schonewolf  
610-828-3076  
eschonewolf@paturnpike.com |
| TREV | Trevose Maint Bldg - MP 353.05 EB  
2999 Galloway Rd (Bucks Co.)  
Bensalem PA 19020 | 30350 | Drew Bianco  
215-639-0576  
ABianco@paturnpike.com |

Contact information provided above to indicate PA Turnpike personnel authorized to approve orders at each location under the resulting contract. All questions related to this request for quotation must be submitted in writing to Karen Ruch (kruch@paturnpike.com).
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</thead>
<tbody>
<tr>
<td>FEMO</td>
<td>PA Turnpike Commission District 5 FEMO 511 State Rte 940 (Carbon Co.) White Haven PA 18661</td>
<td>10248</td>
<td>Jim Leiby 570-443-2030 <a href="mailto:jleiby@paturnpike.com">jleiby@paturnpike.com</a></td>
</tr>
<tr>
<td>STOR</td>
<td>PA Turnpike Commission DISTRICT 5 MAINT – MP A94.72 SB 511 State Rte 940 (Carbon Co.) White Haven PA 18661</td>
<td>30370</td>
<td>Larry Diehl 570-443-2045 <a href="mailto:ldiehl@paturnpike.com">ldiehl@paturnpike.com</a></td>
</tr>
<tr>
<td>QTWN</td>
<td>Quakertown Maint - MP A43.70 NB 1800 John Fried Highway (Bucks Co.) Quakertown PA 18951</td>
<td>30380</td>
<td>Mike Hlywiak 215-536-3860 <a href="mailto:MHlywiak@paturnpike.com">MHlywiak@paturnpike.com</a></td>
</tr>
<tr>
<td>SLAT</td>
<td>Slattington Maint Bldg - MP A70.10 NB 2952 Mountain Road (Lehigh Co.) Slattington PA 18080</td>
<td>30390</td>
<td>Roger Haas 610-767-5252 <a href="mailto:RHaas@paturnpike.com">RHaas@paturnpike.com</a></td>
</tr>
<tr>
<td>POCN</td>
<td>Pocono Maint Bldg - MP A94.72 SB 511 State Rte 940 (Carbon Co.) White Haven PA 18661</td>
<td>30410</td>
<td>Mike Zoshak 717-443-9517 <a href="mailto:mzoshak@paturnpike.com">mzoshak@paturnpike.com</a></td>
</tr>
<tr>
<td>WYOM</td>
<td>Wyoming Valley Maint Bldg - MP A114.50 SB Route 315 (Luzerne Co.) Pittston PA 18640</td>
<td>30420</td>
<td>Jeff Gates 570-655-1209 <a href="mailto:jgates@paturnpike.com">jgates@paturnpike.com</a></td>
</tr>
</tbody>
</table>

Contact information provided above to indicate PA Turnpike personnel authorized to approve orders at each location under the resulting contract. All questions related to this request for quotation must be submitted in writing to Karen Ruch (kruch@paturnpike.com).
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.

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. Questions received within 48 hours prior to the bid due date and time 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 other wise 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 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. 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 All blank spaces in the proposal and bid shall be filled in clearly where indicated, either typed or written in ink. Altering or changing any part of this proposal or bid will be sufficient reason for rejection. 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. The bid must be signed by the owner, if the bidder is a sole proprietor; or by a general partner, if the bidder is a partnership. If the bidder is a corporation, the bid must be signed by the president or vice-president, and attested by the secretary or treasurer or assistant secretary or treasurer. A corporate bidder may, in the alternative, execute a bid other than by the formality set forth above, by signing such bid by an officer, employee or agent having express authority by reason of a power of attorney identifying that officer or agent by name and title; a copy of the power of attorney (signed by the president or vice-president, attesting to the corporate minutes setting forth the resolution of authority and certified by the secretary or treasurer or assistant secretary or treasurer) shall be attached to each such bid.

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. Request for bid summary information for this RFQ will be given only when accompanied by stamped self-addressed envelope. No telephone or email inquiries honored.
2. 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 and complete the Vendor Registration.

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

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.

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

M. 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. **UNDE RTAKING 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 the purchasing@paturnpike.com.
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:
addition to those the Commission may have under law, statute, regulation, or otherwise.

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

damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this
10.

9.

7.

6.

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.

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.

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:**

*(DO NOT DISCARD)*

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<tr>
<th>QUOTATION ENCLOSED</th>
<th>(Check One)</th>
<th>BID □</th>
<th>NO-BID □</th>
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**Bid #** [274000-2017]  
**Due Date** 5/23/2017 2:00 PM

**PENNSYLVANIA TURNPIKE COMMISSION**  
**STRATEGIC SOURCING DEPARTMENT**  
**P.O. Box 67676**  
**HARRISBURG, PA 17106-7676**

- All bid quotations must be returned in a sealed envelope addressed exactly as shown above. The label may be cut out and affixed firmly to the response envelope. Failure to address envelope properly and include bid number and due date on face of envelope will be deemed sufficient reason for rejection of quotation.

- For Overnight or Express Delivery of bid documents, quotation must be sealed in a separate envelope addressed exactly as shown above. The sealed quotation may then be sent to:

  Pennsylvania Turnpike Commission  
  700 South Eisenhower Boulevard  
  Middletown, PA 17057

- 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 located 700 South Eisenhower Boulevard, Middletown, PA by the announced bid opening time. All bidders should allow sufficient delivery time to ensure timely receipt of their bids.