This request for quotation cancels and supersedes our previous request on which bids were due 1/24/2013 at 11:00 AM.

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 April 1, 2013 through March 31, 2014 with the option to renew contract for three additional 1-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.

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 11:00 AM, 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. For ease in submitting your proposal, a PDF version of this bid document is available for download at: http://www.paturnpike.com/purchasing/bidnotdata.aspx

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). This sealed bid is subject to the terms of the attached conditions and instructions.

Bidder Contact Information

Respondent’s Name ____________________________________________
Title ______________________________________ Fax # ____________________________
Phone # ______________________________________ E-mail ____________________________
## General Contract Terms

**Taxes:** The Pennsylvania Turnpike Commission is exempt from Federal and State Excise Taxes. No tax shall be included in the bid price.

**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.

**Invoicing:**
- Vendor must furnish itemized Invoices which clearly reference the Contract reference number.
- Monthly Invoices will be submitted to:
  - PA Turnpike Commission or FAX: 717-986-9678
  - Attn: Invoice Processing or EMAIL: purchasing@paturnpike.com
  - PO Box 67676
  - Harrisburg, PA 17106
- Delivery fuel surcharges are not permissible.
- Contractor will be responsible for all tolls required for delivery.

**Evaluation & Award:** It is the intention of the PA Turnpike Commission to award contract(s) in a manner most beneficial to the Commission. The contract shall be awarded to the responsible bidder whose bid results in the lowest projected cost to the PTC.

**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.

**Exceptions:** 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.

**Post-Consumer Recycled Content:**
Except as specifically waived by the Department of General Services in writing, any products which are provided to the Pennsylvania Turnpike Commission as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified on the Department of General Services website at www.dgs.state.pa.us on the date of submission of the bid, proposal or contract offer.

**Price Adjustments:**
- 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.
- 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.
BID NUMBER 274000 – 2013  Mechanic’s Hardware Supply (REBID)  DATED 01/30/13
BUYER  Karen Ruch  Phone: 717-920-7283  DUE DATE 02/19/13
Email: kruch@paturnpike.com

------------------------------------------------------------------------------------------------------------

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 (√) which PTC Districts they can service.

<table>
<thead>
<tr>
<th>Submitting Bid for: **</th>
<th>District</th>
<th>Cost Center</th>
<th>District Resource Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>DISTRICT 1</td>
<td>30100</td>
<td>Domenic Curinga <a href="mailto:dcuringa@paturnpike.com">dcuringa@paturnpike.com</a> 724-444-3345</td>
</tr>
<tr>
<td></td>
<td>DISTRICT 2</td>
<td>30190</td>
<td>Randy Diehl <a href="mailto:rdiehl@paturnpike.com">rdiehl@paturnpike.com</a> 814-494-6149</td>
</tr>
<tr>
<td></td>
<td>DISTRICT 3</td>
<td>30270</td>
<td>Elaine Cassel <a href="mailto:ecassel@paturnpike.com">ecassel@paturnpike.com</a> 717-445-3945</td>
</tr>
<tr>
<td></td>
<td>DISTRICT 4</td>
<td>30320</td>
<td>Anthony Ruggia <a href="mailto:aruggia@paturnpike.com">aruggia@paturnpike.com</a> 610-567-4822</td>
</tr>
<tr>
<td></td>
<td>DISTRICT 5</td>
<td>30370</td>
<td>Larry Diehl <a href="mailto:ldiehl@paturnpike.com">ldiehl@paturnpike.com</a> 570-443-2045</td>
</tr>
</tbody>
</table>

** Estimated usage for this contract is approximately $24,000 per District per year.

Direct Sales Contact
Name ____________________________________________
Title ___________________________________________ Fax # ________________________________
Phone # _____________________________ E-mail ____________________________________________
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>BOLT SIZE</th>
<th>Minimum package size</th>
<th>Unit Price</th>
<th>BOLT SIZE</th>
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</table>

**BID NUMBER**: 274000 – 2013  
**Mechanic’s Hardware Supply (REBID)**  
**DATED**: 01/30/13  
**BUYER**: Karen Ruch  
**Phone**: 717-920-7283  
**DUE DATE**: 02/19/13  
**Email**: kruch@paturnpike.com  
**PAGE**: 4
The foregoing proposal is subject to the following conditions and instructions, all interpretations of which shall be at the sole discretion of the Pennsylvania Turnpike Commission:

A. DEFINITION OF TERMS: "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.

B. 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. Altering or changing any part of this proposal or bid will be sufficient reason for rejection.

2. 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. Successful bidders will be required to furnish Tax Exemption Forms with their invoices. Relevant exemption numbers and certificates are available on request from the Purchasing Department.

3. 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.

4. 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.

5. 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.

6. 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.

C. 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.

D. 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, telegraph or in writing to the Director of Purchases. Withdrawal by telephone, telegraph 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 or telegraph must be confirmed in writing by the bidder and must reach the Director of Purchases, Pennsylvania Turnpike Commission, not later than one (1) hour prior to the time fixed for the opening of bids.

E. 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 Director of Purchases 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.
CONDITIONS AND INSTRUCTIONS TO BIDDERS

F. **UNDERTAKING BY BIDDER**
   In submitting the foregoing bid, the bidder certifies that:
   1. The bidder will save harmless and fully indemnify the Pennsylvania Turnpike Commission and all its officers or agents from all damages, costs, or expense that may at any time be imposed or claimed for infringement of any patent right of any person, association, or corporation as a result of the use of the Pennsylvania Turnpike Commission or any of its officers, agents, or employees, or articles supplied under this contract and of which the contractor is not the patentee, assignee, or licensor.
   2. The prices in this bid are neither directly nor indirectly the result of any agreement with any other bidder.

G. **DELIVERY OF MATERIALS; INSPECTION; REMEDIES OF COMMISSION FOR NON-CONFORMITY TO SPECIFICATIONS**
   1. Delivery must be made strictly in accordance with the proposal. The material listed in the proposal must be delivered F.O.B. the point or points shown on the proposal. Delivery must be made on, or before, the date specified in the proposal.
   2. If upon inspection of the material, any article that is defective or fails in any way to meet the terms of the contract or purchase order will be rejected. The decision of the Pennsylvania Turnpike Commission shall be final and the rejected material will be replaced by, and at the expense of, the supplier.
   3. If a supplier furnishes articles not meeting specifications, and does not replace such articles, or if there is a failure to deliver any purchase within the specified time, the Commission may purchase the same in the open market and deduct the expense, including any excess in price over that called for in the contract, from the amount due the supplier from the Pennsylvania Turnpike Commission. If the amount due the supplier is not sufficient to meet such expenses in excess price paid for, the Commission may proceed against the supplier or his sureties or both.
   4. All materials, equipment, and supplies must conform to the regulations of the Pennsylvania Turnpike Commission or the Department of Labor & Industry or any other of the Departments of the Commonwealth of Pennsylvania, with established standards.
   5. In accordance with the provisions of the Act of 1978, No. 3, 73 P.S. 1881 et seq., as amended by Act No. 161 of 1982 and Act No. 144 of 1984 (Steel Products Procurement Act), all vendors, suppliers, or contractors shall use or furnish only steel products produced in the United States in the performance of the contract or purchase order.

H. **NO SUBLETING OR ASSIGNMENT**
   No contract may be assigned, sublet, or transferred without prior written consent of the Pennsylvania Turnpike Commission.

I. **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.

J. **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 Office.

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.

L. The Contracting Officer for this bid and for any Purchase Orders issued as a result of this bid is the Purchasing Manager.
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.)

**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

____________________________________________________
Title

____________________________________________________
BY:

____________________________________________________
Title

____________________________________________________
Attest: ____________________________________________

____________________________________________________
Type or Print

____________________________________________________
Name Here

____________________________________________________
Address____________________________________________

____________________________________________________
Telephone No.________________________________________

REQUEST FOR BID SUMMARY INFORMATION WILL BE GIVEN
ONLY WHEN ACCOMPANIED BY STAMPED SELF-
ADDRESSED ENVELOPE. NO TELEPHONE INQUIRIES
HONORED.

CHECK THIS BLOCK □ IF YOU QUALIFY
AS A MINORITY BUSINESS ENTERPRISE.
QUOTATION DELIVERY INSTRUCTIONS:
(Do not discard)

Quotation enclosed (Check One) BID □ NO-BID □
Bid # 274000-2013 REBID Due Date 2/19/2013

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.
<table>
<thead>
<tr>
<th>Dist</th>
<th>Stor</th>
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<th>Ship-to Address</th>
<th>Cost Center</th>
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<td>STOR</td>
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<td>DISTRICT 1 MAINT MP 39.62 WB 2996 HABERLEIN RD(ALLEGHENY CO) GIBSONIA PA 15044</td>
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<td>SEAR</td>
<td>Searights Maintenance Building</td>
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<td>GREE</td>
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<td>Greensburg Maint Bldg - MP G07.2 NB 241 AKH Maintenance Lane (Westmoreland) Jeanette PA 15644</td>
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<td>JEFF</td>
<td>PA Turnpike Commission</td>
<td>Jefferson Hills Maint Bldg - MP M54.0 NB Rt. 43 Turnpike Ext (Allegheny Co.) Jefferson Hills PA 15025</td>
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<td>DISTRICT 2 MAINT - MP 154.2 EB 1657 ASHCOM ROAD (BEDFORD C) EVERETT PA 15537</td>
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<td>Kegg Maint Bldg - MP 132.2 1066 Cider Road (Bedford Co.) Manns Choice PA 15550</td>
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<tr>
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<td>EVRT</td>
<td>PA Turnpike Commission</td>
<td>Everett Maint Bldg - MP 154.42 EB 1657 Ashcom Road (Bedford C) Everett PA 15537</td>
<td>30230</td>
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<td>BRNT</td>
<td>PA Turnpike Commission</td>
<td>Burnt Cabins Maint Bldg - MP 186.03 EB 24455 Locke Road (Huntingdon C) Shade Gap PA 17255</td>
<td>30240</td>
</tr>
</tbody>
</table>

| DISTRICT 2 | STOR | PA Turnpike Commission | DISTRICT 1 MAINT - MP 288.33 WB 441 PANORAMA DR (LANCASTER C) DENVER PA 17517 | 30270 |
| | NEWV | PA Turnpike Commission | NEWVILLE MAINT - MP 214.22 WB 246 CENTER RD (CUMBERLAND C) NEWVILLE PA 17241 | 30280 |
| | NCMB | PA Turnpike Commission | New Cumb Maint Bldg - MP 243.84 EB 519 Marsh Run Road (York Co.) New Cumberland PA 17070 | 30290 |
| | MTGT | PA Turnpike Commission | Mt. Gretna Maint Bldg - MP 265.56 EB 3014 Pinch Road (Lancaster Co.) Manheim PA 17545 | 30300 |
| | BOWM | PA Turnpike Commission | Bowmansville Maint Bldg - MP 288.33 WB 441 Panorama Drive (Lancaster Co.) Denver PA 17517 | 30310 |
| | GREE | PA Turnpike Commission | Greensburg Maint Bldg - MP G07.2 NB 241 AKH Maintenance Lane (Westmoreland) Jeanette PA 15644 | 30320 |
| | DVLT | PA Turnpike Commission | Devault Maint Bldg - MP 316.27 WB 2225 Valley Hill Rd (Chester Co.) Malvern PA 19355 | 30330 |
| | PLYM | PA Turnpike Commission | Plymouth Meeting Maint Bldg - MP333.60 WB 402 Germantown Pike (Montgomery Co.) Plymouth Meeting PA 19462 | 30340 |
| | TREV | PA Turnpike Commission | Trevose Maint Bldg - MP 353.05 EB 2999 Galloway Rd (Bucks Co.) Bensalem PA 19020 | 30350 |
| | STOR | PA Turnpike Commission | DISTRICT 5 MAINT - MP A94.72 SB BOX 18 STAR ROUTE (CARBON CO) WHITE HAVEN PA 18661 | 30370 |
| | QTWN | PA Turnpike Commission | Quakertown Maint Bldg - MP A43.70 NB 1800 John Fried Highway (Bucks Co.) Quakertown PA 18951 | 30380 |
| | SLAT | PA Turnpike Commission | Slatton Maint Bldg - MP A70.10 NB 2952 Mountain Road (Lehigh Co.) Slaton PA 18080 | 30390 |
| | POCN | PA Turnpike Commission | Pocono Maint Bldg - MP A94.72 SB Box 18 - Star Route (Carbon Co.) White Haven PA 18661 | 30410 |
| | WYOM | PA Turnpike Commission | Wyoming Valley Maint Bldg - MP A114.50 SB Route 315 (Luzerne Co.) Pittston PA 18640 | 30420 |