



FULLY EXECUTED
Contract Number: 4400015601
Contract Effective Date: 04/25/2016
Valid From: 07/01/2016 To: 06/30/2021

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

Purchasing Agent
Name: Smith Joshua
Phone: 717-237-0327
Fax: 717-237-0346

Your SAP Vendor Number with us: 207656

Supplier Name/Address:
ABEL NOSER CORPORATION
1 BATTERY PARK PLZ FL 6
NEW YORK NY 10004-1405 US

Please Deliver To:

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

Supplier Phone Number: 6464324062
Supplier Fax Number: 212-825-1417

Contract Name:
SERS Stock Trade/Foreign Exchange 16-20

Payment Terms
NET 30

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

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

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	FY 16 Trade Cost Analysis Consulting	4.000	Each	8,500.00	1	34,000.00
						Material PO Text Quarterly installments of payments relating to trade cost analysis as outlined in Exhibit C for the period July 1, 2016-June 30, 2017.

Information:

Total Amount:
SEE LAST PAGE FOR TOTAL OF ALL ITEMS

Currency: USD

Supplier's Signature _____
Printed Name _____

Title _____
Date _____

**FULLY EXECUTED**
Contract Number: 4400015601Contract Effective Date: 04/25/2016
Valid From: 07/01/2016 To: 06/30/2021**Supplier Name:**
ABEL NOSER CORPORATION

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
2	FY 16 FX Cost Analysis Consulting	4.000	Each	4,250.00	1	17,000.00
Material PO Text Quarterly installments of payments relating to foreign exchange cost analysis as outlined in Exhibit C for the period July 1, 2016-June 30, 2017.						
3	FY 17 Trade Cost Analysis Consulting	4.000	Each	8,500.00	1	34,000.00
Material PO Text Quarterly installments of payments relating to trade cost analysis as outlined in Exhibit C for the period July 1, 2017-June 30, 2018.						
4	FY 17 FX Cost Analysis Consulting	4.000	Each	4,250.00	1	17,000.00
Material PO Text Quarterly installments of payments relating to foreign exchange cost analysis as outlined in Exhibit C for the period July 1, 2017-June 30, 2018.						
5	FY 18 Trade Cost Analysis Consulting	4.000	Each	8,500.00	1	34,000.00
Material PO Text Quarterly installments of payments relating to trade cost analysis as outlined in Exhibit C for the period July 1, 2018-June 30, 2019.						

Information:**Total Amount:**

SEE LAST PAGE FOR TOTAL OF ALL ITEMS

Currency: USD

**FULLY EXECUTED**
Contract Number: 4400015601Contract Effective Date: 04/25/2016
Valid From: 07/01/2016 To: 06/30/2021**Supplier Name:**
ABEL NOSER CORPORATION

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
6	FY 18 FX Cost Analysis Consulting	4.000	Each	4,250.00	1	17,000.00
Material PO Text Quarterly installments of payments relating to foreign exchange cost analysis as outlined in Exhibit C for the period July 1, 2018-June 30, 2019.						
7	FY 19 Trade Cost Analysis Consulting	4.000	Each	8,500.00	1	34,000.00
Material PO Text Quarterly installments of payments relating to trade cost analysis as outlined in Exhibit C for the period July 1, 2019-June 30, 2020.						
8	FY 19 FX Cost Analysis Consulting	4.000	Each	4,250.00	1	17,000.00
Material PO Text Quarterly installments of payments relating to foreign exchange cost analysis as outlined in Exhibit C for the period July 1, 2019-June 30, 2020.						
9	FY 20 Trade Cost Analysis Consulting	4.000	Each	8,500.00	1	34,000.00
Material PO Text Quarterly installments of payments relating to trade cost analysis as outlined in Exhibit C for the period July 1, 2020-June 30, 2021.						

Information:**Total Amount:**

SEE LAST PAGE FOR TOTAL OF ALL ITEMS

Currency: USD



FULLY EXECUTED
Contract Number: 4400015601
Contract Effective Date: 04/25/2016
Valid From: 07/01/2016 To: 06/30/2021

Supplier Name:
ABEL NOSER CORPORATION

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
10	FY 20 FX Cost Analysis Consulting	4.000	Each	4,250.00	1	17,000.00
						Material PO Text Quarterly installments of payments relating to foreign exchange cost analysis as outlined in Exhibit C for the period July 1, 2020-June 30, 2021.

General Requirements for all Items:

Header Text

The Contractor is to provide stock trade and foreign exchange cost analyses for the period of July 1, 2016 - June 30, 2021. The Contractor should track and evaluate the trade execution of both global stocks and foreign transactions as detailed in Part IV, Work Statement of the Request for Proposal ("RFP") contained in Exhibit A. The following documents are incorporated and attached herein:

- 01 - Exhibit A - SERS RFP 2015-029 - Stock Trade/Foreign Exchange Cost Analyses RFP Including Commonwealth Terms and Conditions (T&Cs).
- 02 - Exhibit B - Addendum #1: SERS RFP 2015-029 Stock Trade/Foreign Exchange Cost Analyses
- 03 - Exhibit C - Abel Noser Technical Submittal
- 04 - Exhibit D - Abel Noser Cost Submittal Best and Final Offer (BAFO)
- 05 - Exhibit E - Abel Noser Contractor Responsibility Program (CRP) Certification

Per Exhibit D, the supplier is providing ad-hoc report services for no additional charge to the Commonwealth. T&Cs from Exhibit A, Part V are applicable to this contract.
No further information for this Contract

Information:	Total Amount: 255,000.00
	Currency: USD

Current Status: Header Approval Note

Current Process Step:

Currently Processed By:

Approval Process Data: [Download as XML](#)

Header Approval Status

[Remove Approver](#)

Sequence	Process Step	Status	Processor	Received On	Processed On
• 001	SRM Contract Approval	Approved	Barbara Kirel	04/11/2016 10:10:49	04/11/2016 10:14:37
• 002	SRM Contract Approval	Approved	Karen Damiano-Stahler	04/11/2016 10:14:40	04/11/2016 14:46:21
• 003	SRM Contract Approval	Approved	David Stover	04/11/2016 14:46:22	04/25/2016 14:36:12

EXHIBIT A

REQUEST FOR PROPOSALS FOR

Stock Trade & Foreign Trade Analyses

ISSUING OFFICE

Pennsylvania State Employees' Retirement System (SERS)

RFP NUMBER

SERS# 15-029

DATE OF ISSUANCE

October 9, 2015

**REQUEST FOR PROPOSALS FOR
STOCK TRADE & FOREIGN TRADE ANALYSES**

TABLE OF CONTENTS

CALENDAR OF EVENTS	iii
PART I — GENERAL INFORMATION	1
PART II — PROPOSAL REQUIREMENTS	9
PART III — CRITERIA FOR SELECTION	13
PART IV — WORK STATEMENT	18
PART V — STANDARD CONTRACT TERMS AND CONDITIONS	22
APPENDIX A — PROPOSAL COVER SHEET	45
APPENDIX B — TRADE SECRET/CONFIDENTIAL PROPRIETARY INFORMATION NOTICE	46
APPENDIX C — SMALL DIVERSE BUSINESS LETTER OF INTENT	49
APPENDIX D — COST SUBMITTAL	50
APPENDIX E — DOMESTIC WORKFORCE UTILIZATION CERTIFICATION	51

CALENDAR OF EVENTS

The Commonwealth will make every effort to adhere to the following schedule:

Activity	Responsibility	Date
Deadline to submit Questions via email to Joshua Smith at smjoshua@pa.gov .	Potential Offerors	11/10/2015
Pre-proposal Conference	Issuing Office/Potential Offerors	N/A
Answers to Potential Offeror questions posted to the DGS website (http://www.dgsweb.state.pa.us/RTA/Search.aspx) no later than this date.	Issuing Office	11/20/2015
Please monitor website for all communications regarding the RFP.	Potential Offerors	
Sealed proposal must be received by the Issuing Office at: State Employees' Retirement System ATTN: Joshua Smith 30 N Third Street, Suite 150	Offerors	11/30/2015 at 4:30PM EST

PART I

GENERAL INFORMATION

I-1. Purpose. This request for proposals (RFP) provides to those interested in submitting proposals for the subject procurement (“Offerors”) sufficient information to enable them to prepare and submit proposals for the State Employees’ Retirement System (SERS)’s consideration on behalf of the Commonwealth of Pennsylvania (“Commonwealth”) to satisfy a need for Stock Trade & Foreign Trade Analyses (“Project”).

I-2. Issuing Office. SERS (“Issuing Office”) has issued this RFP on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFP shall be Joshua Smith, Management Analyst 2, 30 N Third Street, Suite 150, Harrisburg, PA 17101 or at smjoshua@pa.gov, the Issuing Officer for this RFP. Please refer all inquiries to the Issuing Officer.

I-3. Scope. This RFP contains instructions governing the requested proposals, including the requirements for the information and material to be included; a description of the service to be provided; requirements which Offerors must meet to be eligible for consideration; general evaluation criteria; and other requirements specific to this RFP.

I-4. Problem Statement. The Commonwealth of Pennsylvania State Employees’ Retirement System (“SERS”), a \$27 billion public pension plan, seeks to hire an independent consultant to evaluate 1) public equity trading costs (“trading costs”) associated with SERS’ separate account public equity portfolios and 2) foreign currency exchange trading costs (“fx costs”) associated with SERS’ separate account non-U.S. public equity and non-U.S. fixed income portfolios.

Additional detail is provided in **Part IV** of this RFP.

I-5. Type of Contract. It is proposed that if the Issuing Office enters into a contract as a result of this RFP, it will be a fixed-fee contract containing the Standard Contract Terms and Conditions as shown in **Part V** and available at www.dgs.pa.gov. The Issuing Office, in its sole discretion, may undertake negotiations with Offerors whose proposals, in the judgment of the Issuing Office, show them to be qualified, responsible and capable of performing the Project.

I-6. Rejection of Proposals. The Issuing Office reserves the right, in its sole and complete discretion, to reject any proposal received as a result of this RFP.

I-7. Incurring Costs. The Issuing Office is not liable for any costs the Offeror incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

I-8. Pre-proposal Conference. The Issuing Office will not hold a Pre-proposal conference. Offerors should forward all questions to the Issuing Office in accordance with Part I, Section I-9 to ensure adequate time for analysis before the Issuing Office provides an answer.

I-9. Questions & Answers. If an Offeror has any questions regarding this RFP, the Offeror must submit the questions by email (with the subject line “RFP SERS# 15-029 Question”) to the Issuing Officer named in **Part I, Section I-2** of the RFP. If the Offeror has questions, they must be submitted via email **no later than** the date indicated on the Calendar of Events. The Offeror shall not attempt to contact the Issuing Officer by any other means. The Issuing Officer shall post the answers to the questions on the DGS website by the date stated on the Calendar of Events. An Offeror who submits a question *after* the deadline date for receipt of questions indicated on the Calendar of Events assumes the risk that its proposal will not be responsive or competitive because the Commonwealth is not able to respond before the proposal receipt date or in sufficient time for the Offeror to prepare a responsive or competitive proposal. When submitted after the deadline date for receipt of questions indicated on the Calendar of Events, the Issuing Officer *may* respond to questions of an administrative nature by directing the questioning Offeror to specific provisions in the RFP. To the extent that the Issuing Office decides to respond to a non-administrative question *after* the deadline date for receipt of questions indicated on the Calendar of Events, the answer must be provided to all Offerors through an addendum.

All questions and responses as posted on the DGS website are considered as an addendum to, and part of, this RFP in accordance with RFP Part I, Section I-10. Each Offeror shall be responsible to monitor the DGS website for new or revised RFP information. The Issuing Office shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or of the solicitation. The required protest process for Commonwealth procurements is described on the DGS website www.eMarketplace.state.pa.us.

I-10. Addenda to the RFP. If the Issuing Office deems it necessary to revise any part of this RFP before the proposal response date, the Issuing Office will post an addendum to the DGS website at <http://www.dgsweb.state.pa.us/RTA/Search.aspx>. It is the Offeror’s responsibility to periodically check the website for any new information or addenda to the RFP. Answers to the questions asked during the Questions & Answers period also will be posted to the website as an addendum to the RFP.

I-11. Response Date. To be considered for selection, hard copies of proposals must arrive at the Issuing Office on or before the time and date specified in the RFP Calendar of Events. The Issuing Office will **not** accept proposals via email or facsimile transmission. Offerors who send proposals by mail or other delivery service should allow sufficient delivery time to ensure timely receipt of their proposals. If, due to inclement weather, natural disaster, or any other cause, the Commonwealth office location to which proposals are to be returned is closed on the proposal response date, the deadline for submission will be automatically extended until the next Commonwealth business day on which the office is open, unless the Issuing Office otherwise notifies Offerors. The hour for submission of proposals shall remain the same. The Issuing Office will reject, unopened, any late proposals.

I-12. Proposals. To be considered, Offerors should submit a complete response to this RFP to the Issuing Office, using the format provided in Part II, providing **8 paper copies [one marked “ORIGINAL”] of the Technical Submittal and one (1) paper copy of the Cost Submittal and two (2) paper copies of the Small Diverse Business (SDB) participation submittal.** In addition to the paper copies of the proposal, Offerors shall submit one **complete**

and exact copy of the entire proposal (Technical, Cost and SDB submittals, along with all requested documents) on CD-ROM or Flash drive in Microsoft Office or Microsoft Office-compatible format. The electronic copy must be a mirror image of the paper copy and any spreadsheets must be in Microsoft Excel. The Offerors may not lock or protect any cells or tabs. Offerors should ensure that there is no costing information in the technical submittal. Offerors should not reiterate technical information in the cost submittal. The CD or Flash drive should clearly identify the Offeror and include the name and version number of the virus scanning software that was used to scan the CD or Flash drive before it was submitted. The Offeror shall make no other distribution of its proposal to any other Offeror or Commonwealth official or Commonwealth consultant. Each proposal page should be numbered for ease of reference. An official authorized to bind the Offeror to its provisions must sign the proposal. If the official signs the Proposal Cover Sheet (Appendix A to this RFP) and the Proposal Cover Sheet is attached to the Offeror's proposal, the requirement will be met. For this RFP, the proposal must remain valid for 120 days or until a contract is fully executed. If the Issuing Office selects the Offeror's proposal for award, the contents of the selected Offeror's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

Each Offeror submitting a proposal specifically waives any right to withdraw or modify it, except that the Offeror may withdraw its proposal by written notice received at the Issuing Office's address for proposal delivery prior to the exact hour and date specified for proposal receipt. An Offeror or its authorized representative may withdraw its proposal in person prior to the exact hour and date set for proposal receipt, provided the withdrawing person provides appropriate identification and signs a receipt for the proposal. An Offeror may modify its submitted proposal prior to the exact hour and date set for proposal receipt only by submitting a new sealed proposal or sealed modification which complies with the RFP requirements.

I-13. Small Diverse Business Information. The Issuing Office encourages participation by small diverse businesses as prime contractors, and encourages all prime contractors to make a significant commitment to use small diverse businesses as subcontractors and suppliers.

A Small Diverse Business is a DGS-verified minority-owned business, woman-owned business, veteran-owned business or service-disabled veteran-owned business.

A small business is a business in the United States which is independently owned, not dominant in its field of operation, employs no more than 100 full-time or full-time equivalent employees, and earns less than \$7 million in gross annual revenues for building design, \$20 million in gross annual revenues for sales and services and \$25 million in gross annual revenues for those businesses in the information technology sales or service business.

Questions regarding this Program can be directed to:

Department of General Services
Bureau of Diversity, Inclusion and Small Business Opportunities
Room 611, North Office Building
Harrisburg, PA 17125
Phone: (717) 783-3119
Fax: (717) 787-7052
Email: gs-bsbo@pa.gov
Website: www.dgs.state.pa.us

The Department's directory of BDISBO-verified minority, women, veteran and service disabled veteran-owned businesses can be accessed from: [Searching for Small Diverse Businesses](#).

I-14. Economy of Preparation. Offerors should prepare proposals simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of the RFP.

I-15. Alternate Proposals. The Issuing Office has identified the basic approach to meeting its requirements, allowing Offerors to be creative and propose their best solution to meeting these requirements. The Issuing Office will not accept alternate proposals.

I-16. Discussions for Clarification. Offerors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and Offeror responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification. Clarifications may occur at any stage of the evaluation and selection process prior to contract execution.

I-17. Prime Contractor Responsibilities. The contract will require the selected Offeror to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. The Issuing Office will consider the selected Offeror to be the sole point of contact with regard to contractual matters.

I-18. Proposal Contents.

- A. Confidential Information. The Commonwealth is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of Offerors' submissions in order to evaluate proposals submitted in response to this RFP. Accordingly, except as provided herein, Offerors should not label proposal submissions as confidential or proprietary or trade secret protected. Any Offeror who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection c. below and must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.
- B. Commonwealth Use. All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania and may be returned only at the Issuing Office's option. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Offeror copyright designations contained on proposals, the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.
- C. Public Disclosure. After the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance

with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests. Refer to Appendix B of the RFP for a Trade Secret Confidential Proprietary Information Notice Form that may be utilized as the signed written statement, if applicable. If financial capability information is submitted in response to Part II of this RFP such financial capability information is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

I-19. Best and Final Offers.

A. While not required, the Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining “best and final offers.” To obtain best and final offers from Offerors, the Issuing Office may do one or more of the following, in any combination and order:

1. Schedule oral presentations;
2. Request revised proposals;
3. Conduct a reverse online auction; and
4. Enter into pre-selection negotiations.

B. The following Offerors will **not** be invited by the Issuing Office to submit a Best and Final Offer:

1. Those Offerors, which the Issuing Office has determined to be not responsible or whose proposals the Issuing Office has determined to be not responsive.
2. Those Offerors, which the Issuing Office has determined in accordance with **Part III, Section III-5**, from the submitted and gathered financial and other information, do not possess the financial capability, experience or qualifications to assure good faith performance of the contract.
3. Those Offerors whose score for their technical submittal of the proposal is less than 70% of the total amount of technical points allotted to the technical criterion.

The issuing office may further limit participation in the best and final offers process to those remaining responsible offerors which the Issuing Office has, within its discretion, determined to be within the top competitive range of responsive proposals.

C. The Evaluation Criteria found in Part III, Section III-4, shall also be used to evaluate the Best and Final offers.

D. Price reductions offered through any reverse online auction shall have no effect upon the Offeror’s Technical Submittal. Dollar commitments to Small Diverse Businesses can be reduced only in the same percentage as the percent reduction in the total price offered through any reverse online auction or negotiations.

I-20. News Releases. Offerors shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.

I-21. Restriction of Contact. From the issue date of this RFP until the Issuing Office selects a proposal for award, the Issuing Officer is the sole point of contact concerning this RFP. Any violation of this condition may be cause for the Issuing Office to reject the offending Offeror's proposal. If the Issuing Office later discovers that the Offeror has engaged in any violations of this condition, the Issuing Office may reject the offending Offeror's proposal or rescind its contract award. Offerors must agree not to distribute any part of their proposals beyond the Issuing Office. An Offeror who shares information contained in its proposal with other Commonwealth personnel and/or competing Offeror personnel may be disqualified.

I-22. Issuing Office Participation. Offerors shall provide all services, supplies, facilities, and other support necessary to complete the identified work.

I-23. Term of Contract. The term of the contract will commence on the Effective Date and will end five years from the execution of contract. The Issuing Office will fix the Effective Date after the contract has been fully executed by the selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The selected Offeror shall not start the performance of any work prior to the Effective Date of the contract and the Commonwealth shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the Effective Date of the contract.

Offeror's Representations and Authorizations. By submitting its proposal, each Offeror understands, represents, and acknowledges that:

- A. All of the Offeror's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.
- B. The Offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Offeror or potential offeror.
- C. The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential offeror for this RFP, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.
- D. The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- E. The Offeror makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- F. To the best knowledge of the person signing the proposal for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last **four** years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Offeror has disclosed in its proposal.
- G. To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth.
- H. The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.
- I. The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal.

- J. Each Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.
- K. Until the selected Offeror receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity, and the Offeror shall not begin to perform.

I-24. Notification of Selection.

- A. **Contract Negotiations.** The Issuing Office will notify all Offerors in writing of the Offeror selected for contract negotiations after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Issuing Office.
- B. **Award.** Offerors whose proposals are not selected will be notified when contract negotiations have been successfully completed and the Issuing Office has received the final negotiated contract signed by the selected Offeror.

I-25. Debriefing Conferences. Upon notification of award, Offerors whose proposals were not selected will be given the opportunity to be debriefed. The Issuing Office will schedule the debriefing at a mutually agreeable time. The debriefing will not compare the Offeror with other Offerors, other than the position of the Offeror's proposal in relation to all other Offeror proposals. An Offeror's exercise of the opportunity to be debriefed does not constitute nor toll the time for filing a protest (See Section I-27 of this RFP).

I-26. RFP Protest Procedure. The RFP Protest Procedure is on the DGS website at <http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Supplier%20Service%20Center/Pages/default.aspx>. A protest by a party not submitting a proposal must be filed within **seven** days after the protesting party knew or should have known of the facts giving rise to the protest, but no later than the proposal submission deadline specified in the Calendar of Events of the RFP. Offerors may file a protest within seven days after the protesting Offeror knew or should have known of the facts giving rise to the protest, but in no event may an Offeror file a protest later than seven days after the date the notice of award of the contract is posted on the DGS website. The date of filing is the date of receipt of the protest. A protest must be filed in writing with the Issuing Office. To be timely, the protest must be received by 4:00 p.m. on the seventh day.

I-27. Use of Electronic Versions of this RFP. This RFP is being made available by electronic means. If an Offeror electronically accepts the RFP, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in the Offeror's possession and the Issuing Office's version of the RFP, the Issuing Office's version shall govern.

PART II

PROPOSAL REQUIREMENTS

Offerors must submit their proposals in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as an appendix to the Proposal. All cost data relating to this proposal and all Small Diverse Business cost data should be kept separate from and not included in the Technical Submittal. Each Proposal shall consist of the following three separately sealed submittals:

- A. Technical Submittal, which shall be a response to RFP Part II, Sections II-1 through II-8;
- B. Small Diverse Business participation submittal, in response to RFP Part II, Section II-9; and
- C. Cost Submittal, in response to RFP Part II, Section II-10.

The Issuing Office reserves the right to request additional information which, in the Issuing Office's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP.

The Issuing Office may make investigations as deemed necessary to determine the ability of the Offeror to perform the Project, and the Offeror shall furnish to the Issuing Office all requested information and data. The Issuing Office reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy the Issuing Office that such Offeror is properly qualified to carry out the obligations of the RFP and to complete the Project as specified.

II-1. Statement of the Problem. State in succinct terms your understanding of the problem presented or the service required by this RFP.

II-2. Management Summary. Include a narrative description of the proposed effort and a list of the items to be delivered or services to be provided.

II-3. Work Plan. Describe in narrative form your technical plan for accomplishing the work. Use the task descriptions in Part IV of this RFP as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained.

II-4. Prior Experience. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to must be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

II-5. Personnel. Include the number of executive and professional personnel, analysts, auditors, researchers, programmers, consultants, etc., who will be engaged in the work. Show where these personnel will be physically located during the time they are engaged in the

Project. Indicate the responsibilities each individual will have in this Project and how long each has been with your company. Identify by name any subcontractors you intend to use and the services they will perform.

II-6. Training. If appropriate, indicate recommended training of agency personnel. Include the agency personnel to be trained, the number to be trained, duration of the program, place of training, curricula, training materials to be used, number and frequency of sessions, and number and level of instructors.

II-7. Financial Capability. Describe your company's financial stability and economic capability to perform the contract requirements. Provide your company's financial statements (audited, if available) for the past three fiscal years. Financial statements must include the company's Balance Sheet and Income Statement or Profit/Loss Statements. Also include a Dun & Bradstreet comprehensive report, if available. If your company is a publicly traded company, please provide a link to your financial records on your company website in lieu of providing hardcopies. The Commonwealth reserves the right to request additional information it deems necessary to evaluate an Offeror's financial capability.

II-8. Objections and Additions to Standard Contract Terms and Conditions. The Offeror will identify which, if any, of the terms and conditions (contained in Part V) it would like to negotiate and what additional terms and conditions the Offeror would like to add to the standard contract terms and conditions. The Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for Part V. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal.

Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the cost proposal, on the basis of the terms and conditions set out in Part V. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in Part V or to other provisions of the RFP as specifically identified above.

Small Diverse Business Participation Submittal.

- A. To receive credit for being a Small Diverse Business or for subcontracting with a Small Diverse Business (including purchasing supplies and/or services through a purchase agreement), an Offeror must include proof of Small Diverse Business qualification in the Small Diverse Business participation submittal of the proposal, as indicated below:

A Small Diverse Business verified by BDISBO as a Small Diverse Business must provide a photocopy of its DGS issued certificate entitled "Notice of Small Business Self-Certification and Small Diverse Business Verification" indicating its diverse status.

- B. In addition to the above certificate, the Offeror must include in the Small Diverse Business participation submittal of the proposal the following information:
1. *All* Offerors must include a numerical percentage which represents the total percentage of the work (as a percentage of the total cost in the Cost Submittal) to be performed by the Offeror and not by subcontractors and suppliers.
 2. *All* Offerors must include a numerical percentage which represents the total percentage of the total cost in the Cost Submittal that the Offeror commits to paying to Small Diverse Businesses (SDBs) as subcontractors. To support its total percentage SDB subcontractor commitment, Offeror must also include:
 - a) The percentage and dollar amount of each subcontract commitment to a Small Diverse Business;
 - b) The name of each Small Diverse Business. The Offeror will not receive credit for stating that after the contract is awarded it will find a Small Diverse Business.
 - c) The services or supplies each Small Diverse Business will provide, including the timeframe for providing the services or supplies.
 - d) The location where each Small Diverse Business will perform services.
 - e) The timeframe for each Small Diverse Business to provide or deliver the goods or services.
 - f) A subcontract or letter of intent signed by the Offeror and the Small Diverse Business (SDB) for each SDB identified in the SDB Submittal. The subcontract or letter of intent must identify the specific work, goods or services the SDB will perform, how the work, goods or services relates to the project, and the specific timeframe during the term of the contract and any option/renewal periods when the work, goods or services will be performed or provided. In addition, the subcontract or letter of intent must identify the fixed percentage commitment and associated estimated dollar value that each SDB will receive based on the total value of the initial term of the contract as provided in the Offeror's Cost Submittal. Attached is a letter of intent template (Appendix C) which may be used to satisfy these requirements.
 - g) The name, address and telephone number of the primary contact person for each Small Diverse Business.
 3. The total percentages and each SDB subcontractor commitment will become contractual obligations once the contract is fully executed.
 4. The name and telephone number of the Offeror's project (contact) person for the Small Diverse Business information.
- C. The Offeror is required to submit **two** copies of its Small Diverse Business participation submittal. The submittal shall be clearly identified as Small Diverse Business information and sealed in its own envelope, separate from the remainder of the proposal.
- D. A Small Diverse Business can be included as a subcontractor with as many prime contractors as it chooses in separate proposals.

- E. An Offeror that qualifies as a Small Diverse Business and submits a proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Offerors.

II-9. Cost Submittal. The information requested in this Part II, Section II-9 shall constitute the Cost Submittal. The Cost Submittal shall be placed in a separate sealed envelope within the sealed proposal, separated from the technical submittal. Offerors should **not** include any assumptions in their cost submittals. If the Offeror includes assumptions in its cost submittal, the Issuing Office may reject the proposal. Offerors should direct in writing to the Issuing Office pursuant to **Part I, Section I-9**, of this RFP any questions about whether a cost or other component is included or applies. All Offerors will then have the benefit of the Issuing Office's written answer so that all proposals are submitted on the same basis. Appendix D should be utilized to detail the cost submittal.

A. Total Cost.

The Issuing Office will reimburse the selected Offeror for work satisfactorily performed after execution of a written contract and the start of the contract term, in accordance with contract requirements, and only after the Issuing Office has issued a notice to proceed.

II-10. Domestic Workforce Utilization Certification. Complete and sign the Domestic Workforce Utilization Certification contained in Appendix E of this RFP. Offerors who seek consideration for this criterion must submit in hardcopy the signed Domestic Workforce Utilization Certification Form in the same sealed envelope with the Technical Submittal.

PART III

CRITERIA FOR SELECTION

III-1. Mandatory Responsiveness Requirements. To be eligible for selection, a proposal must be:

- A. Timely received from an Offeror;
- B. Properly signed by the Offeror.

III-2. Technical Nonconforming Proposals. The two (2) Mandatory Responsiveness Requirements set forth in **Section III-1** above (A-B) are the only RFP requirements that the Commonwealth will consider to be *non-waivable*. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in an Offeror's proposal, (2) allow the Offeror to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Offeror's proposal.

III-3. Evaluation. The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. Independent of the committee, BDISBO will evaluate the Small Diverse Business participation submittal and provide the Issuing Office with a rating for this component of each proposal. The Issuing Office will notify in writing of its selection for negotiation the responsible Offeror whose proposal is determined to be the most advantageous to the Commonwealth as determined by the Issuing Office after taking into consideration all of the evaluation factors.

III-4. Evaluation Criteria. The following criteria will be used in evaluating each proposal:

- A. **Technical:** The Issuing Office has established the weight for the Technical criterion for this RFP as 50% of the total points. Evaluation will be based upon the following in order of importance: Understanding the Problem, Offeror Qualification, Personnel Qualifications, and Soundness of Approach. The final Technical scores are determined by giving the maximum number of technical points available to the proposal with the highest raw technical score. The remaining proposals are rated by applying the Technical Scoring Formula set forth at the following webpage:
<http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/default.aspx>.
- B. **Cost:** The Issuing Office has established the weight for the Cost criterion for this RFP as 30% of the total points. The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available. The remaining proposals are rated by applying the Cost Formula set forth at the following webpage:
<http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/default.aspx>.

C. **Small Diverse Business Participation:**

BDISBO has established the weight for the Small Diverse Business (SDB) participation criterion for this RFP as 20 % of the total points. Each SDB participation submittal will be rated for its approach to enhancing the utilization of SDBs in accordance with the below-listed priority ranking and subject to the following requirements:

1. A business submitting a proposal as a prime contractor must perform 60% of the total contract value to receive points for this criterion under any priority ranking.
2. To receive credit for an SDB subcontracting commitment, the SDB subcontractor must perform at least fifty percent (50%) of the work subcontracted to it.
3. A significant subcontracting commitment is a minimum of five percent (5%) of the total contract value.
4. A subcontracting commitment less than five percent (5%) of the total contract value is considered nominal and will receive reduced or no additional SDB points depending on the priority ranking.

Priority Rank 1: Proposals submitted by SDBs as prime offerors will receive 150 points. In addition, SDB prime offerors that have significant subcontracting commitments to additional SDBs may receive up to an additional 50 points (200 points total available).

Subcontracting commitments to additional SDBs are evaluated based on the proposal offering the highest total percentage SDB subcontracting commitment. All other Offerors will be scored in proportion to the highest total percentage SDB subcontracting commitment within this ranking. *See formula below.*

Priority Rank 2: Proposals submitted by SDBs as prime contractors, with no or nominal subcontracting commitments to additional SDBs, will receive 150 points.

Priority Rank 3: Proposals submitted by non-small diverse businesses as prime contractors, with significant subcontracting commitments to SDBs, will receive up to 100 points. Proposals submitted with nominal subcontracting commitments to SDBs will receive points equal to the percentage level of their total SDB subcontracting commitment.

SDB subcontracting commitments are evaluated based on the proposal offering the highest total percentage SDB subcontracting commitment. All other Offerors will be scored in proportion to the highest total percentage SDB subcontracting commitment within this ranking. *See formula below.*

Priority Rank 4: Proposals by non-small diverse businesses as prime contractors with no SDB subcontracting commitments shall receive no points under this criterion.

To the extent that there are multiple SDB Participation submittals in Priority Rank 1 and/or Priority Rank 3 that offer significant subcontracting commitments to SDBs, the proposal offering the highest total percentage SDB subcontracting commitment shall receive the highest score (or additional points) available in that Priority Rank category and the other proposal(s) in that category shall be scored in proportion to the highest total percentage SDB subcontracting commitment. Proportional scoring is determined by applying the following formula:

$$\frac{\text{SDB \% Being Scored}}{\text{Awarded/Additional Highest \% SDB Commitment}} \times \frac{\text{Points/Additional}}{\text{Points Available*}} = \text{SDB Points}$$

Priority Rank 1 = 50 Additional Points Available

Priority Rank 3 = 100 Total Points Available

Please refer to the following webpage for an illustrative chart which shows SDB scoring based on a hypothetical situation in which the Commonwealth receives proposals for each Priority Rank:

<http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/default.aspx>.

- D. **Domestic Workforce Utilization:** Any points received for the Domestic Workforce Utilization criterion are bonus points in addition to the total points for this RFP. The maximum amount of bonus points available for this criterion is 3% of the total points for this RFP.

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those Offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. See the following webpage for the Domestic Workforce Utilization Formula:

<http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/default.aspx>.

Offerors who seek consideration for this criterion must submit in hardcopy the signed Domestic Workforce Utilization Certification Form in the same sealed envelope with the Technical Submittal. The certification will be included as a contractual obligation when the contract is executed.

III-5. Offeror Responsibility. To be responsible, an Offeror must submit a responsive proposal and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance of the contract.

In order for an Offeror to be considered responsible for this RFP and therefore eligible for selection for best and final offers or selection for contract negotiations:

- A. The total score for the technical submittal of the Offeror's proposal must be greater than or equal to **70%** of the **available technical points**; and
- B. The Offeror's financial information must demonstrate that the Offeror possesses the financial capability to assure good faith performance of the contract. The Issuing Office will review the Offeror's previous three financial statements, any additional information received from the Offeror, and any other publicly-available financial information concerning the Offeror, and assess each Offeror's financial capacity based on calculating and analyzing various financial ratios, and comparison with industry standards and trends.

An Offeror which fails to demonstrate sufficient financial capability to assure good faith performance of the contract as specified herein may be considered by the Issuing Office, in its sole discretion, for Best and Final Offers or contract negotiation contingent upon such Offeror providing contract performance security for the first contract year cost proposed by the Offeror in a form acceptable to the Issuing Office. Based on the financial condition of the Offeror, the Issuing Office may require a certified or bank (cashier's) check, letter of credit, or a performance bond conditioned upon the faithful performance of the contract by the Offeror. The required performance security must be issued or executed by a bank or surety company authorized to do business in the Commonwealth. The cost of the required performance security will be the sole responsibility of the Offeror and cannot increase the Offeror's cost proposal or the contract cost to the Commonwealth.

Further, the Issuing Office will award a contract only to an Offeror determined to be responsible in accordance with the most current version of Commonwealth Management Directive 215.9, Contractor Responsibility Program.

III-6. Final Ranking and Award.

- A. After any best and final offer process conducted, the Issuing Office will combine the evaluation committee's final technical scores, BDISBO's final small diverse business participation scores, the final cost scores, and (when applicable) the domestic workforce utilization scores, in accordance with the relative weights assigned to these areas as set forth in this Part.
- B. The Issuing Office will rank responsible offerors according to the total overall score assigned to each, in descending order.
- C. The Issuing Office must select for contract negotiations the offeror with the highest overall score; **PROVIDED, HOWEVER, THAT AN AWARD WILL NOT BE MADE TO AN OFFEROR WHOSE PROPOSAL RECEIVED THE LOWEST TECHNICAL SCORE AND HAD THE LOWEST COST SCORE OF THE RESPONSIVE PROPOSALS RECEIVED FROM RESPONSIBLE OFFERORS. IN THE EVENT SUCH A PROPOSAL ACHIEVES THE HIGHEST OVERALL SCORE, IT SHALL BE ELIMINATED FROM CONSIDERATION AND AWARD SHALL BE MADE TO THE OFFEROR WITH THE NEXT HIGHEST OVERALL SCORE.**

D. The Issuing Office has the discretion to reject all proposals or cancel the request for proposals, at any time prior to the time a contract is fully executed, when it is in the best interests of the Commonwealth. The reasons for the rejection or cancellation shall be made part of the contract file.

PART IV

WORK STATEMENT

IV-1. Objectives.

- A. **General.** The Commonwealth of Pennsylvania State Employees' Retirement System (“SERS”), a \$27 billion public pension plan, seeks to hire an independent consultant to evaluate 1) public equity trading costs (“trading costs”) associated with SERS’ separate account public equity portfolios and 2) foreign currency exchange trading costs (“fx costs”) associated with SERS’ separate account non-U.S. public equity and non-U.S. fixed income portfolios.
- B. **Specific.** SERS has a fiduciary obligation to oversee trading costs and fx costs of the portfolios managed by SERS’ external investment managers.

As of April 30, 2015, SERS has 21 public equity portfolios with an estimated value of \$11.0 billion and 5 global fixed income portfolios with an estimated value of \$1.0 billion. All portfolios for this service are separate accounts managed by external investment firms with assets custodied at BNY Mellon. The number of portfolios may increase or decrease (+ or – 5 portfolios) over the next five years.

The consultant may obtain the transaction data of SERS’ separate account portfolios from the SERS’ sub-custodian, BNY Mellon. The consultant shall have an extensive database of trading costs and fx costs to use as comparisons. The consultant shall have five years of experience evaluating the trading costs of public fund clients with assets greater than \$1.0 billion.

SERS’ Portfolios

PUBLIC EQUITY	\$ In Millions	Trading Cost Analysis	fx Cost Analysis
7 U.S. Equity Portfolios	\$ 5,241	Yes	
6 Non-U.S. Developed Markets Equity Portfolios	\$ 4,155	Yes	Yes
4 Emerging Markets Equity Portfolios	\$ 696	Yes	Yes
1 U.S. REIT Portfolio	\$ 63	Yes	
1 Global REIT Portfolio	\$ 296	Yes	Yes
2 U.S. Master Limited Partnership Portfolios	\$ 346	Yes	
Total	\$10,797		
FIXED INCOME			
5 Global Fixed Income Portfolios	\$ 943		Yes

Specific to trading cost analysis, the consultant will perform/provide the following services:

Every quarterly period:

1. A comparison of the trading costs related to brokerage commissions (in \$, basis points, and cents per share) and market impact (execution) for SERS' public equity portfolios with the trading costs of similar style equity portfolios of large public pension funds.
2. An executive summary of the trading costs for the aggregate of SERS' public equity compared to the trading costs of other large public funds.
3. An executive summary of the trading costs for each public equity portfolio compared to the trading costs of an appropriate universe.
4. An executive summary of the trading costs for each broker for the aggregate of SERS' public equity portfolios and for each public equity portfolio.
5. The highest cost buy and/or sell trades for each public equity portfolio.
6. An executive summary describing brokerage commission and execution of public equity portfolios which may warrant additional review.
7. An executive summary describing brokerage commission and execution of brokers which may warrant additional review.
8. A detailed public equity trade cost analyses for each public equity portfolio and brokers.

Annually:

1. An executive summary of the trading costs for the aggregate of SERS' stock portfolios compared to the trading costs of other large public funds.
2. An executive summary of the trading costs for each stock portfolio compared to the trading costs of an appropriate universe.

Specific to fx cost analysis, the consultant will perform/provide the following services:

Every quarterly period:

1. A comparison of the trading costs related to fx costs (in \$ and basis points) for SERS' non-U.S. equity portfolios and global fixed income portfolios with fx costs of similar style portfolios of large public pension funds.
2. An executive summary of fx costs for the aggregate of SERS' non-U.S. equity portfolios and global fixed income portfolios with fx costs of similar style portfolios of large public pension funds.
3. An executive summary of the fx costs for each non-U.S. equity portfolio and global fixed income portfolio compared to an appropriate universe.
4. An executive summary of the fx costs for each broker for the aggregate and for each non-U.S. equity portfolio and global fixed income portfolio.
5. The largest and highest cost of fx trades for the aggregate of non-U.S. equity portfolios and global fixed income portfolios.
6. An executive summary describing fx costs of non-U.S. equity portfolios and global fixed income portfolios which may warrant additional review.
7. An executive summary describing fx costs of brokers which may warrant additional review.
8. A detailed fx cost analyses for each non-U.S. equity portfolio, global fixed income portfolio and broker.

Annually:

1. An executive summary of the fx costs for the aggregate of SERS' stock portfolios compared to the trading costs of other large public funds.
2. An executive summary of the fx costs for each stock portfolio compared to the trading costs of an appropriate universe.

In addition, the consultant shall:

1. Designate a representative to deliver the service to SERS.
2. Provide an initial training session at SERS to help SERS understand the reports prepared by the consultant.
3. Conduct a quarterly telephone call (and web-ex if possible) to discuss the trading cost and fx cost reports for SERS.

4. Perform ad-hoc research and provide additional reports, as requested by SERS. Provide an hourly rate for these ad-hoc services outside the scope of services within this Statement of Work.

IV-2. Contract Requirements—Small Diverse Business Participation. All contracts containing Small Diverse Business participation must also include a provision requiring the selected contractor to meet and maintain those commitments made to Small Diverse Businesses at the time of proposal submittal or contract negotiation, unless a change in the commitment is approved by the BDISBO. All contracts containing Small Diverse Business participation must include a provision requiring Small Diverse Business subcontractors to perform at least **50%** of the subcontracted work.

The selected contractor's commitments to Small Diverse Businesses made at the time of proposal submittal or contract negotiation shall, to the extent so provided in the commitment, be maintained throughout the term of the contract and through any renewal or extension of the contract. Any proposed change must be submitted to BDISBO, which will make a recommendation to the Contracting Officer regarding a course of action.

If a contract is assigned to another contractor, the new contractor must maintain the Small Diverse Business participation of the original contract.

The selected contractor shall complete the Prime Contractor's Quarterly Utilization Report (or similar type document containing the same information) and submit it to the contracting officer of the Issuing Office and BDISBO within **10** workdays at the end of each quarter the contract is in force. This information will be used to determine the actual dollar amount paid to Small Diverse Business subcontractors and suppliers. Also, this information will serve as a record of fulfillment of the commitment the selected contractor made and for which it received Small Diverse Business participation points. If there was no activity during the quarter then the form must be completed by stating "No activity in this quarter."

NOTE: EQUAL EMPLOYMENT OPPORTUNITY AND CONTRACT COMPLIANCE STATEMENTS REFERRING TO COMPANY EQUAL EMPLOYMENT OPPORTUNITY POLICIES OR PAST CONTRACT COMPLIANCE PRACTICES DO NOT CONSTITUTE PROOF OF SMALL DIVERSE BUSINESS STATUS OR ENTITLE AN OFFEROR TO RECEIVE CREDIT FOR SMALL DIVERSE BUSINESS UTILIZATION.

PART V

CONTRACT TERMS AND CONDITIONS

V.1 CONTRACT-001.1a Contract Terms and Conditions (Nov 30 2006)

The Contract with the selected Offeror (who shall become the "Contractor") shall include the following terms and conditions:

V.2 CONTRACT-002.1d Term of Contract – Contract (May 2012)

The initial term of the Contract shall be 05 year(s) and 00 month(s).

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

The Effective Date shall be: a) the Effective Date printed on the Contract after the Contract has been fully executed by the Contractor and the Commonwealth (signed and approved as required by Commonwealth contracting procedures) or b) the "Valid from" date printed on the Contract, whichever is later.

V.3 CONTRACT-002.3 Extension of Contract Term (Nov 30 2006)

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

V.4 CONTRACT-003.1b Signatures – Contract (July 2015)

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

The Contract may be signed in counterparts. The Contractor shall sign the Contract and return it to the Commonwealth. After the Contract is signed by the Contractor and returned to the Commonwealth, it will be processed for Commonwealth signatures and approvals. When the Contract has been signed and approved by the Commonwealth as required by Commonwealth contracting procedures, the Commonwealth shall create a Contract output form which shall: 1) clearly indicate "Fully executed" at the top of the form; 2) include a printed Effective Date and 3) include the printed name of the Purchasing Agent indicating that the document has been electronically signed and approved by the Commonwealth. Until the Contractor receives the Contract output form with this information on the Contract output form, there is no legally binding contract between the parties.

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

The Commonwealth and the Contractor specifically agree as follows:

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

V.5 CONTRACT-004.1a Definitions (Oct 2013)

As used in this Contract, these words shall have the following meanings:

- a. Agency: The department, board, commission or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this contract, that entity shall also be identified as "Agency".
- b. Contracting Officer: The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.
- c. Days: Unless specifically indicated otherwise, days mean calendar days.
- d. Developed Works or Developed Materials: All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other tangible material without limitation authored or prepared by Contractor as the work product covered in the scope of work for the Project.
- e. Documentation: All materials required to support and convey information about the services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.
- f. Services: All Contractor activity necessary to satisfy the Contract.

V.6 CONTRACT-005.1b Agency Purchase Orders (July 2015)

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

Purchase Orders may be electronically signed by the Agency. The electronically-printed name of the purchaser represents the signature of that individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.

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

The Commonwealth and the Contractor specifically agree as follows:

- a. No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable.
- b. The parties agree that no writing shall be required in order to make the Purchase 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 Purchase Order or acknowledgement were not in writing or signed by the parties. A Purchase Order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
- c. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

Purchase Orders under ten thousand dollars (\$10,000) in total amount may also be made in person or by telephone using a Commonwealth Purchasing Card. When an order is placed by telephone, the Commonwealth agency shall provide the agency name, employee name, credit card number, and expiration date of the card. Contractors agree to accept payment through the use of the Commonwealth Purchasing Card.

V.7 CONTRACT-006.1 Independent Prime Contractor (Oct 2006)

In performing its obligations under the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth. 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.

V.8 CONTRACT-007.01b Delivery of Services (Nov 30 2006)

The Contractor shall proceed with all due diligence in the performance of the services with qualified personnel, in accordance with the completion criteria set forth in the Contract.

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

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

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

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

V.11 CONTRACT-009.1c Patent, Copyright, and Trademark Indemnity (Oct 2013)

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

The Contractor shall defend any suit or proceeding brought against the Commonwealth on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of the Contract. This is upon condition that the Commonwealth shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same.

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

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

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

If any of the products provided by the Contractor in such suit or proceeding are held to constitute infringement and the use is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them

with non-infringement equal performance products or modify them so that they are no longer infringing.

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

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

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

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

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

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

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

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

In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including, but not limited to: the Clean Streams Law Act of June 22, 1937 (P.L. 1987, No. 394), as amended 35 P.S. Section

691.601 et seq.; the Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. Section 6018.101 et seq. ; and the Dam Safety and Encroachment Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended , 32 P.S. Section 693.1.

V.16 CONTRACT-014.1 Post-Consumer Recycled Content (Dec 5 2006)

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

V.17 CONTRACT-014.3 Recycled Content Enforcement (Feb 2009)

The Contractor may be required, after delivery of the Contract item(s), to provide the Commonwealth with documentary evidence that the item(s) was in fact produced with the required minimum percentage of post-consumer and recovered material content.

V.18 CONTRACT-015.1A Compensation/Expenses (May 2008)

The Contractor shall be required to perform the specified services at the price(s) quoted in the Contract. All services shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for work performed to the satisfaction of the Commonwealth. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract.

V.19 CONTRACT-015.2 Billing Requirements (February 2012)

Unless the Contractor has been authorized by the Commonwealth 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 Commonwealth agency;
- Description of the supplies/services delivered in accordance with SAP Purchase Order (include purchase order line number if possible)
- Quantity provided;
- Unit price;
- Price extension;
- Total price; and
- Delivery date of supplies or services.

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

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

V.20 CONTRACT-016.1 Payment (Oct 2006)

- a. The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Contract; (b) thirty (30) days after a proper invoice actually is received at the "Bill To" address if a date on which payment is due is not specified in the Contract (a "proper" invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by (a) and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within fifteen (15) days after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications. The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.
- b. The Commonwealth shall have the option of using the Commonwealth purchasing card to make purchases under the Contract or Purchase Order. The Commonwealth's purchasing card is similar to a credit card in that there will be a small fee which the Contractor will be required to pay and the Contractor will receive payment directly from the card issuer rather than the Commonwealth. Any and all fees related to this type of payment are the responsibility of the Contractor. In no case will the Commonwealth allow increases in prices to offset credit card fees paid by the Contractor or any other charges incurred by the Contractor, unless specifically stated in the terms of the Contract or Purchase Order.

V.21 CONTRACT-017.1 Taxes (Dec 5 2006)

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 23-23740001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this paragraph is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

V.22 CONTRACT-018.1 Assignment of Antitrust Claims (Oct 2006)

The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by the Contractor's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of the Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products and services which are the subject of this Contract.

V.23 CONTRACT-019.1 Hold Harmless Provision (Nov 30 2006)

- a. The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.
- b. Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

V.24 CONTRACT-020.1 Audit Provisions (Oct 2006)

The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents and records of the Contractor to the extent that the books, documents and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract. The Contractor shall preserve books, documents and records that relate to costs or pricing data for the Contract for a period of three (3) years from the date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

V.25 CONTRACT-021.1 Default (Oct 2013)

- a. The Commonwealth may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract or any Purchase Order for any of the following reasons:
 - 1) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;
 - 2) Failure to perform the work with sufficient labor, equipment, or material to ensure the completion of the specified work in accordance with the Contract or Purchase Order terms;

- 3) Unsatisfactory performance of the work;
 - 4) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
 - 5) Improper delivery;
 - 6) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;
 - 7) Delivery of a defective item;
 - 8) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
 - 9) Discontinuance of work without approval;
 - 10) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
 - 11) Insolvency or bankruptcy;
 - 12) Assignment made for the benefit of creditors;
 - 13) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
 - 14) Failure to protect, to repair, or to make good any damage or injury to property;
 - 15) Breach of any provision of the Contract;
 - 16) Failure to comply with representations made in the Contractor's bid/proposal; or
 - 17) Failure to comply with applicable industry standards, customs, and practice.
- b. In the event that the Commonwealth terminates this Contract or any Purchase Order in whole or in part as provided in Subparagraph a. above, the Commonwealth may procure, upon such terms and in such manner as it determines, items similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items included within the terminated part of the Contract or Purchase Order.
 - c. If the Contract or a Purchase Order is terminated as provided in Subparagraph a. above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract or Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the Commonwealth against loss.
 - d. The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
 - e. The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the Commonwealth of its

rights and remedies in regard to the event of default or any succeeding event of default.

- f. Following exhaustion of the Contractor's administrative remedies as set forth in the Contract Controversies Provision of the Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

V.26 CONTRACT-022.1 Force Majeure (Oct 2006)

Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but aren't limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Contractor shall notify the Commonwealth orally within five (5) days and in writing within ten (10) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect to cancel the Contract, cancel the Purchase Order, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Contractor, may suspend all or a portion of the Contract or Purchase Order.

V.27 CONTRACT-023.1a Termination Provisions (Oct 2013)

The Commonwealth has the right to terminate this Contract or any Purchase Order for any of the following reasons. Termination shall be effective upon written notice to the Contractor.

- a. **TERMINATION FOR CONVENIENCE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for its convenience if the Commonwealth determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Contractor be entitled to recover loss of profits.
- b. **NON-APPROPRIATION:** The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract or a Purchase Order. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract. Such reimbursement shall not include loss of profit, loss of use of money, or

administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose.

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

V.28 CONTRACT-024.1 Contract Controversies (Oct 2011)

- a. In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.
- b. If the Contractor or the contracting officer requests mediation and the other party agrees, the contracting officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.
- c. Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

V.29 CONTRACT-025.1 Assignability and Subcontracting (Oct 2013)

- a. Subject to the terms and conditions of this paragraph, this Contract shall be binding upon the parties and their respective successors and assigns.
- b. The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.

- c. The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- d. Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.
- e. For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.
- f. Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.
- g. A change of name by the Contractor, following which the Contractor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Contracting Officer written notice of any such change of name.

V.30 CONTRACT-026.1 Other Contractors (Oct 2006)

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

V.31 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (March 2015)

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
3. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual

Harassment Clause 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.

4. The Contractor and each subcontractor shall not discriminate in violation of PHRA and applicable federal laws against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
5. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
7. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
8. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

V.32 CONTRACT-028.1 Contractor Integrity Provisions (Jan 2015)

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

1. **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 Commonwealth, provided that where the material facts have been disclosed, in

writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.

- c. **"Contractor"** means the individual or entity that has entered into this contract with the Commonwealth.
 - d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
 - e. **"Financial Interest"** means either:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - f. **"Gratuity"** means tendering, giving, or providing anything of more than nominal 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. The exceptions set forth in the *Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b)*, shall apply.
 - g. **"Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or Offeror.
2. In furtherance of this policy, Contractor agrees to the following:
- a. 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 Commonwealth.
 - b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth 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.
 - c. 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 any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
 - d. 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 Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than the Contractor's submission of the contract signed by Contractor.
 - e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

- (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
- (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
- (3) had any business license or professional license suspended or revoked;
- (4) 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
- (5) 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 Commonwealth 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 Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth 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.

- f. 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)*.
- g. When contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h. 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 is 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 Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth 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.
- i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth 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 an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General 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 Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

- j. For violation of any of these Contractor Integrity Provisions, the Commonwealth 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 Commonwealth may have under law, statute, regulation or otherwise.

V.33 CONTRACT-029.1 Contractor Responsibility Provisions (Nov 2010)

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

- a. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- b. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- c. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

- d. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- e. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- f. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services Office of Chief Counsel 603 North Office Building
Harrisburg, PA 17125 Telephone No: (717) 783-6472 FAX No: (717) 787-9138

V.34 CONTRACT-030.1 Americans with Disabilities Act (Oct 2006)

- a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. Section 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. Section 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
- b. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of Subparagraph a. above.

V.35 CONTRACT-032.1 Covenant Against Contingent Fees (Oct 2006)

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate the Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

V.36 CONTRACT-033.1 Applicable Law (Oct 2006)

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court

of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

V.37 CONTRACT-034.1a Integration – RFP (Dec 12 2006)

This Contract, including the Request for Proposals, Contractor's Proposal, Contractor's Best and Final Offer, if any, all referenced documents, and any Purchase Order constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

V.38 CONTRACT-034.2a Order of Precedence -RFP (Dec 12 2006)

In the event there is a conflict among the documents comprising this Contract, the Commonwealth and the Contractor agree on the following order of precedence: the Contract; the RFP, the Best and Final Offer, if any; the Contractor's Proposal in Response to the RFP.

V.39 CONTRACT-034.3 Controlling Terms and Conditions (Aug 2011)

The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the Commonwealth. All quotations requested and received from the Contractor are for obtaining firm pricing only. Other terms and conditions or additional terms and conditions included or referenced in the Contractor's quotations, invoices, business forms, or other documentation shall not become part of the parties' agreement and shall be disregarded by the parties, unenforceable by the Contractor and not binding on the Commonwealth.

V.40 CONTRACT-035.1a Changes (Oct 2006)

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

V.41 CONTRACT-036.1 Background Checks (Oct 2013)

- a. The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth facilities, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.psp.state.pa.us/psp/lib/psp/sp4-164.pdf>. The background check must be conducted prior to initial access and on an annual basis thereafter.
- b. Before the Commonwealth will permit access to the Contractor, the Contractor must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that a Contractor employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this Section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of the Commonwealth may result in the Contractor being deemed in default of its Contract.
- c. The Commonwealth specifically reserves the right of the Commonwealth to conduct background checks over and above that described herein.
- d. Access to certain Capitol Complex buildings and other state office buildings is controlled by means of card readers and secured visitors' entrances. Commonwealth contracted personnel who have regular and routine business in Commonwealth worksites may be issued a photo identification or access badge subject to the requirements of the contracting agency and DGS set forth in Enclosure 3 of Commonwealth Management Directive 625.10 Amended (January 30, 2008) Card Reader and Emergency Response Access to Certain Capitol Complex Buildings and Other State Office Buildings. The requirements, policy and procedures include a processing fee payable by the Contractor for contracted personnel photo identification or access badges.

V.42 CONTRACT-037.1a Confidentiality (Oct 2013)

- a. The Contractor agrees to protect the confidentiality of the Commonwealth's confidential information. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party (notice may be communicated by describing the information, and the specifications around its use or disclosure, in the SOW). Neither party may assert that information owned by the other party is such party's confidential information. The parties agree that such confidential information shall not be copied, in whole or in part, or used or disclosed except when essential for authorized activities under this Contract and, in the case of disclosure, where the recipient of the confidential information has agreed to be bound by confidentiality requirements no less restrictive than those set forth herein. Each copy of such confidential information shall be marked by the party making the copy with any notices appearing in the original. Upon termination or

cancellation of this Contract or any license granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only, and which will remain subject to this Contract's security, privacy, data retention/destruction and confidentiality provisions (all of which shall survive the expiration of this Contract). Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this Contract, and at the discretion of the non-breaching party, result in termination for default pursuant to the DEFAULT provision of this Contract, in addition to other remedies available to the non-breaching party.

- b. Insofar as information is not otherwise protected by law or regulation, the obligations stated in this Section do not apply to information:
 - (1) already known to the recipient at the time of disclosure other than through the contractual relationship;
 - (2) independently generated by the recipient and not derived by the information supplied by the disclosing party.
 - (3) known or available to the public , except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
 - (4) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
 - (5) required to be disclosed by law , regulation, court order, or other legal process. There shall be no restriction with respect to the use or disclosure of any ideas, concepts, know-how, or data processing techniques developed alone or jointly with the Commonwealth in connection with services provided to the Commonwealth under this Contract.
- c. The Contractor shall use the following process when submitting information to the Commonwealth it believes to be confidential and/or proprietary information or trade secrets:
 - (1) Prepare an un-redacted version of the appropriate document, and
 - (2) Prepare a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret, and
 - (3) Prepare a signed written statement that states:
 - (i) the attached document contains confidential or proprietary information or trade secrets;
 - (ii) the Contractor is submitting the document in both redacted and un-redacted format in accordance with 65 P.S. § 67.707(b); and
 - (iii) the Contractor is requesting that the document be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.
 - (4) Submit the two documents along with the signed written statement to the Commonwealth.

V.43 CONTRACT-037.2a Sensitive Information (Sept 2009)

The Contractor shall not publish or otherwise disclose, except to the Commonwealth and except matters of public record, any information or data obtained hereunder from private individuals, organizations, or public agencies, in a publication whereby the information or data furnished by or about any particular person or establishment can be identified, except with the consent of such person or establishment. The parties shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a Commonwealth program affected by or benefiting from services under this Contract for any purpose not connected with

the parties' Contract responsibilities except with the written consent of such recipient, recipient's attorney, or recipient's parent or guardian pursuant to applicable state and federal law and regulations. Contractor will be responsible to remediate any improper disclosure of information. Such remediation may include, but not be limited to, credit monitoring for individuals for whom information has been released and reimbursement of any costs incurred by individuals for whom information has been released. Costs for which Contractor is responsible under this paragraph are not subject to any limitation of liability set out in this Contract or Purchase Order.

V.44 CONTRACT-041.1 Small Diverse Business Participation (July 2012)

The selected contractor's commitments to Small Diverse Businesses made at the time of proposal submittal or contract negotiation shall, to the extent so provided in the commitment, be maintained throughout the term of the contract and through any renewal or extension of the contract. Any proposed change must be submitted to BDISBO, which will make a recommendation to the Contracting Officer regarding a course of action.

Small Diverse Business subcontractors must perform at least **50%** of the subcontracted work. If a contract is assigned to another contractor, the new contractor must maintain the Small Diverse Business participation of the original contract.

The selected contractor shall complete the Prime Contractor's Quarterly Utilization Report (or similar type document containing the same information) and submit it to the contracting officer of the Issuing Office and BDISBO within **10** workdays at the end of each quarter the contract is in force. This information will be used to determine the actual dollar amount paid to Small Diverse Business subcontractors and suppliers. Also, this information will serve as a record of fulfillment of the commitment the selected contractor made and for which it received Small Diverse Business participation points. If there was no activity during the quarter then the form must be completed by stating "No activity in this quarter."

NOTE: EQUAL EMPLOYMENT OPPORTUNITY AND CONTRACT COMPLIANCE STATEMENTS REFERRING TO COMPANY EQUAL EMPLOYMENT OPPORTUNITY POLICIES OR PAST CONTRACT COMPLIANCE PRACTICES DO NOT CONSTITUTE PROOF OF SMALL DIVERSE BUSINESS STATUS OR ENTITLE AN OFFEROR TO RECEIVE CREDIT FOR SMALL DIVERSE BUSINESS UTILIZATION.

V.45 CONTRACT-051.1 Notice (Dec 2006)

Any written notice to any party under this Contract shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to following:

- a. If to the Contractor: the Contractor's address as recorded in the Commonwealth's Supplier Registration system.
- b. If to the Commonwealth: the address of the Issuing Office as set forth on the Contract.

V.46 CONTRACT-052.1 Right to Know Law (Feb 2010)

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
 - Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 - Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.
- g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

- h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

**APPENDIX A - PROPOSAL COVER SHEET
COMMONWEALTH OF PENNSYLVANIA
MEREDITH JONES**

SERS# 15-029

Enclosed in three separately sealed submittals is the proposal of the Offeror identified below for the above-referenced RFP:

Offeror Information:	
Offeror Name	
Offeror Mailing Address	
Offeror Website	
Offeror Contact Person	
Contact Person's Phone Number	
Contact Person's Facsimile Number	
Contact Person's E-Mail Address	
Offeror Federal ID Number	
Offeror SAP/SRM Vendor Number	

Submittals Enclosed and Separately Sealed:	
<input type="checkbox"/>	Technical Submittal
<input type="checkbox"/>	Small Diverse Business Participation Submittal
<input type="checkbox"/>	Cost Submittal

<i>Signature</i>	
Signature of an official authorized to bind the Offeror to the provisions contained in the Offeror's proposal:	
Printed Name	
Title	

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM WITH THE OFFEROR'S PROPOSAL MAY RESULT IN THE REJECTION OF THE OFFEROR'S PROPOSAL

**APPENDIX B - TRADE SECRET/CONFIDENTIAL
PROPRIETARY INFORMATION NOTICE**

Instructions:

The Commonwealth may not assert on behalf of a third party an exception to the public release of materials that contain trade secrets or confidential proprietary information unless the materials are accompanied, at the time they are submitted, by this form or a document containing similar information.

It is the responsibility of the party submitting this form to ensure that all statements and assertions made below are legally defensible and accurate. The Commonwealth will not provide a submitting party any advice with regard to trade secret law.

Name of submitting party:

Contact information for submitting party:

Please provide a brief overview of the materials that you are submitting (e.g. bid proposal, grant application, technical schematics):

Please provide a brief explanation of why the materials are being submitted to the Commonwealth (e.g. response to bid #12345, application for grant XYZ being offered by the Department of Health, documents required to be submitted under law ABC)

Please provide a list detailing which portions of the material being submitted you believe constitute a trade secret or confidential proprietary information, and please provide an explanation of why you think those materials constitute a trade secret or confidential proprietary information. Also, please mark the submitted material in such a way to allow a reviewer to easily distinguish between the parts referenced below. (You may attach additional pages if needed)

Note: The following information will not be considered a trade secret or confidential proprietary information:

- Any information submitted as part of a vendor’s cost proposal
- Information submitted as part of a vendor’s technical response that does not pertain to specific business practices or product specification
- Information submitted as part of a vendor’s technical or small diverse business response that is otherwise publicly available or otherwise easily obtained
- Information detailing the name, quantity, and price paid for any product or service being purchased by the Commonwealth

<u>Page Number</u>	<u>Description</u>	<u>Explanation</u>

Acknowledgment

The undersigned party hereby agrees that it has read and completed this form, and has marked the material being submitted in accordance with the instructions above. The undersigned party acknowledges that the Commonwealth is not liable for the use or disclosure of trade secret data or confidential proprietary information that has not been clearly marked as such, and which was not accompanied by a specific explanation included with this form.

The undersigned agrees to defend any action seeking release of the materials it believes to be trade secret or confidential, and indemnify and hold harmless the Commonwealth, its agents and employees, from any judgments awarded against the Commonwealth in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives so long as the Commonwealth has possession of the submitted material, and will apply to all costs unless and until the undersigned provides a written statement or similar notice to the Commonwealth stating that it no longer wishes to exempt the submitted material from public disclosure.

The undersigned acknowledges that the Commonwealth is required to keep all records for at least as long as specified in its published records retention schedule.

The undersigned acknowledges that the Commonwealth reserves the right to reject the undersigned's claim of trade secret/confidential proprietary information if the Commonwealth determines that the undersigned has not met the burden of establishing that the information constitutes a trade secret or is confidential. The undersigned also acknowledges that if only a certain part of the submitted material is found to constitute a trade secret or is confidential, the remainder of the submitted material will become public; only the protected information will be removed and remain nonpublic.

If being submitted electronically, the undersigned agrees that the mark below is a valid electronic signature.

Signature

Title

Date

**APPENDIX C - SMALL DIVERSE BUSINESS
LETTER OF INTENT**

[DATE]

[SDB Contact Name]
Title
SDB Company Name
Address
City, State, Zip]

Dear Ms. Lynn:

This letter serves as confirmation of the intent of **[Offeror]** to utilize **[Small Diverse Business (SDB)]** on SERS# 15-029 Independent Auditor issued by the State Employees Retirement System.

If **[Offeror]** is the successful vendor, **[SDB]** shall provide **[identify the specific work, goods or services the SDB will perform, and the specific timeframe during the term of the contract and any option/renewal periods when the work, goods or services will be performed or provided]**.

These services represent **[identify fixed numerical percentage commitment]** of the total cost in the **[Offeror's]** cost submittal for the initial term of the contract. Dependent on final negotiated contract pricing and actual contract usage or volume, it is expected that **[SDB]** will receive an estimated **[identify associated estimated dollar value that the fixed percentage commitment represents]** during the initial contract term.

[SDB] represents that it meets the small diverse business requirements set forth in the RFP and all required documentation has been provided to **[Offeror]** for its SDB submission.

We look forward to the opportunity to serve the State Employees Retirement System on this project. If you have any questions concerning our small diverse business commitment, please feel free to contact me at the number below.

Sincerely,

Acknowledged,

Offeror Name
Title
Company
Phone number

SDB Name
Title
Company
Phone number

APPENDIX D – COST SUBMITTAL WORKSHEET

Provide a fee response in the following format as a total, firm, fixed-fee per year:

TRADE COST ANALYSIS CONSULTING SERVICES ONLY

Time Period	Fee (USD)
04/01/16 – 03/31/17	\$
04/01/17 – 03/31/18	\$
04/01/18 – 03/31/19	\$
04/01/19 – 03/31/20	\$
04/01/20 – 03/31/21	\$
TOTAL FEE	\$

FX COST ANALYSIS CONSULTING SERVICES ONLY

Time Period	Fee (USD)
04/01/16 – 03/31/17	\$
04/01/17 – 03/31/18	\$
04/01/18 – 03/31/19	\$
04/01/19 – 03/31/20	\$
04/01/20 – 03/31/21	\$
TOTAL FEE	\$

AD HOC RESEARCH AND ADDITIONAL REPORTS (FEES IN ADDITION TO THE ABOVE CONSULTING SERVICES) – Contractor will be responsible to provide an estimate and an outline of the deliverable prior to engaging in Ad Hoc requests. All hourly work must be pre-approved by SERS based on an estimate provided by the contractor.

Time Period	Hourly Fee (USD)
04/01/16 – 03/31/17	\$
04/01/17 – 03/31/18	\$
04/01/18 – 03/31/19	\$
04/01/19 – 03/31/20	\$
04/01/20 – 03/31/21	\$

APPENDIX E
DOMESTIC WORKFORCE UTILIZATION CERTIFICATION

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use the domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. In order to be eligible for any consideration for this criterion, offerors must complete and sign the following certification. This certification will be included as a contractual obligation when the contract is executed. Failure to complete and sign this certification will result in no consideration being given to the offeror for this criterion.

I, _____ [title] of _____ [name of Contractor] a _____ [place of incorporation] corporation or other legal entity, (“Contractor”) located at _____ [address], having a Social Security or Federal Identification Number of _____, do hereby certify and represent to the Commonwealth of Pennsylvania (“Commonwealth”) (Check **one** of the boxes below):

All of the direct labor performed within the scope of services under the contract will be performed exclusively within the geographical boundaries of the United States or one of the following countries that is a party to the World Trade Organization Government Procurement Agreement: Aruba, Austria, Belgium, Bulgaria, Canada, Chinese Taipei, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxemburg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and the United Kingdom

OR

_____ percent (____ %) [Contractor must specify the percentage] of the direct labor performed within the scope of services under the contract will be performed within the geographical boundaries of the United States or within the geographical boundaries of one of the countries listed above that is a party to the World Trade Organization Government Procurement Agreement. Please identify the direct labor performed under the contract that will be performed outside the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement and identify the country where the direct labor will be performed:

[Use additional sheets if necessary]

The Department of General Services [or other purchasing agency] shall treat any misstatement as fraudulent concealment of the true facts punishable under Section 4904 of the *Pennsylvania Crimes Code*, Title 18, of Pa. Consolidated Statutes.

Attest or Witness:

 Corporate or Legal Entity's Name

 Signature/Date

 Signature/Date

 Printed Name/Title

 Printed Name/Title

EXHIBIT B

SOLICITATION ADDENDUM

Date: **November 17, 2015**
Subject: **Responses to Questions**
Solicitation Number: **SERS 2015-029 Stock Trade/Foreign Exchange Cost Analyses**
Due Date/Time: **November 30, 2015 4:30 PM EST**
Addendum Number: **1**

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation “Addendum” as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals).

List any and all changes:

Please see the attached documents containing all questions and responses received that were submitted on or before the November 10, 2015 deadline.

Type of Solicitation: Hard Copy (Paper) Bid - If you have already submitted a response to the original solicitation, you may either submit a new response, or return this Addendum with a statement that your original response remains firm, by the due date.

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous solicitation addenda, remain as originally written.

Respectfully,

Name: Joshua Smith
Title: Management Analyst 2
Phone: 717-237-0327
Email: smjoshua@pa.gov

QUESTIONS / ANSWERS
STOCK TRADE/FOREIGN EXCHANGE COST ANALYSES
SERS 2015-029

Question #	RFP Page #	RFP Section Reference	Question	Answer
	(If Known)	(If Known)	(Required)	(Required)
1	N/A	N/A	If you would be so kind as to e-mail me the Incumbent's information and the potential Offerors we would greatly appreciate it. We would like to contact them for them to consider using our services as a subcontractor on this RFP.	The current contract of the services being solicited is held by Abel Noser. Information concerning the identity of Offerors submitted proposals for this solicitation would not be made available until all companies met the minimum mandatory requirements as outlined in Part III of the RFP and a Recommendation for Selection is made by the Evaluation Committee.
2	18	IV-1	With respect to the objectives within the RFP on page 18, it indicates that "the consultant shall have five years of experience evaluating trading costs of public funds client...." If a firm has been in business for less than five years although their main principal(s) provided transaction cost services in prior roles would that be sufficient to meet the requirement?	No, the potential responding firm must have been in business for at least five years. As part of the evaluation we will be looking to see that there are established processes in place to work with a large institution such as SERS.
3	4	I-18	Section I-18, part B states "The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract." Does this include anything an offeror deems as confidential in their technical response to this RFP (in redacted copies)? Also, how many redacted copies are required?	The Commonwealth has the right to use any or all ideas not protected by intellectual property rights and this includes anything the offeror deems as confidential. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests. Refer to Appendix B of the RFP for a Trade Secret Confidential Proprietary Information Notice Form that may be utilized as the signed written statement, if applicable.
4	5	I-19	Section I-19, part D refers to "reverse online auction". Please explain what this term refers to in the context of this section.	Reverse online auctions are conducted during the Best and Final Offer phase of the Request for Proposal process. If a Offeror is invited to this phase and is not limited by participation as indicated in Part B of Section I-19, further instruction will be provided by the Issuing Office at that time of the process a Offeror will be required to perform.

EXHIBIT C

**APPENDIX A - PROPOSAL COVER SHEET
COMMONWEALTH OF PENNSYLVANIA
MEREDITH JONES**

SERS# 15-029

Enclosed in three separately sealed submittals is the proposal of the Offeror identified below for the above-referenced RFP:

Offeror Information:	
Offeror Name	Abel/Noser Corp.
Offeror Mailing Address	One Battery Park Plaza 6 th Floor New York, NY 10004
Offeror Website	www.abelnoser.com ; www.abelnosersolutions.com
Offeror Contact Person	Brett MacLeod
Contact Person's Phone Number	646-432-4066
Contact Person's Facsimile Number	212-852-1417
Contact Person's E-Mail Address	Bmacleod@abelnoser.com
Offeror Federal ID Number	[REDACTED]
Offeror SAP/SRM Vendor Number	N/A

Submittals Enclosed and Separately Sealed:	
<input checked="" type="checkbox"/>	Technical Submittal
<input checked="" type="checkbox"/>	Small Diverse Business Participation Submittal
<input checked="" type="checkbox"/>	Cost Submittal

<i>Signature</i>	
<i>Laurie Bendure</i>	
Signature of an official authorized to bind the Offeror to the provisions contained in the Offeror's proposal:	
Printed Name	Laurie Bendure
Title	CEO

**Table of Contents for Technical Submittal:**

Document Type	Page Number
Proposal Cover Sheet - Appendix A	1
Table of Contents	2
Technical Submittal	3
Trade Secret and Confidential Proprietary Information Notice - Appendix B	12
Domestic Workforce Utilization Certification - Appendix E	15

Attachments

- Executive Summary Reporting
- World's Best Brokers Brochures
- Financial Statements
- Abel/Noser Corp. Organizational Chart
- Abel/Noser Solutions Organizational Chart
- TradeZoom Measurement Tool User Guide
- Trade Measurement System and TradeZoom Agreement
- Unilateral NDA

Technical Submittal

PART II Sections II-1 through II -8

II-1. Statement of the Problem. State in succinct terms your understanding of the problem presented or the service required by this RFP.

To help fulfill their fiduciary responsibility to monitor and reduce costs associating with both domestic and global equity as well as foreign currency exchange transactions, the Commonwealth of PA SERS requires a qualified equity Transaction Cost Analysis (TCA) provider to enable measurement of explicit and implicit trading costs. Quarterly consultative analysis accompanied by customized reporting and industry leading cost measurement tools will be necessary to properly facilitate measurement of all equity portfolios and foreign currency exchange transactions administered by the Commonwealth of PA SERS.

II-2. Management Summary. Include a narrative description of the proposed effort and a list of the items to be delivered or services to be provided.

Abel/Noser's goal is to provide Commonwealth of PA SERS with the tools and knowledge to achieve the understanding, monitoring and reduction of transaction costs. This is achieved through active monitoring and appraisal of the execution services being provided via the Commonwealth of PA SERS' trading relationships. During quarterly reviews, implicit (market impact) and explicit (commissions/taxes/fees) costs incurred by each entity (Portfolio/Manager/Broker/Dealer) are identified and established as within an acceptable range or as systemic issues necessitating a workflow adjustment. Through utilization of the items listed below, your Abel/Noser Client Service Representative will provide a consultative quarterly analysis in order to achieve the goals stated above.

Items to be delivered to Commonwealth PA SERS by Abel/Noser on Quarterly/Annual basis as:

Equity Trading

- Comparison of brokerage commissions paid on both an absolute and relative scale (institutional peer universe ranking) listed in \$, Basis Points and Cents Per Share.
- Executive and Detail Summaries of Transaction Costs (Implicit Costs) evaluated against a universe of peers to be broken down by:
 - o Portfolio/Manager, at individual and aggregate level with comparative Peer Universe assessment.
 - o Broker, at portfolio/manager and aggregate level with comparative Peer Universe assessment.
- High Cost Trades by Buys and Sells, at a portfolio and aggregate level.
- Watch List: Managers and Brokers exhibiting Implicit Costs & Explicit Costs which on a relative scale rank in the lowest quartile of the Abel/Noser Peer Universe for three of four rolling quarters are listed for further scrutiny.
- Annualized Summary at portfolio/manager and aggregate level with comparative peer universe assessment.
- Additional Ad Hoc reporting and alterations to the above bullet points is available as required. Abel/Noser does not charge an hourly rate for additional ad hoc requests.

- Unlimited access to the TradeZoom web-based application, as well as training sessions as and when necessary to allow PA SERS personnel easy navigation of TradeZoom application (suggested at start of calendar year or contract, with additional follow up offered).
- Quarterly consultative reviews via web-ex or in-person meetings.

FX Trading

- Executive Summary of FX trading costs for PA SER's equity portfolios and global fixed income portfolios evaluated against a universe of peers to be broken down by:
 - o Portfolio/Manager, at an individual and aggregate level with comparative Peer Universe assessment.
 - o Dealer, at a portfolio/manager and aggregate level with comparative Peer Universe assessment.
- Highest Cost and Largest Trades of FX, at a portfolio/manager and aggregate level.
- Watch List: Managers and Dealers exhibiting Implicit Costs & Explicit Costs which on a relative scale rank in the lowest quartile of the Abel/Noser Peer Universe for three of four rolling quarters are listed for further scrutiny.
- Annualized Summary at portfolio/manager and aggregate level with comparative peer universe assessment.
- Additional Ad Hoc reporting and alterations to the above bullet points is available as required. Abel/Noser does not charge an hourly rate for additional ad hoc requests
- Unlimited access to the TradeZoom web-based application, as well as training sessions as and when necessary to allow PA SERS personnel easy navigation of TradeZoom application (suggested at start of calendar year or contract, with additional follow up offered).
- Quarterly consultative reviews via web-ex or in-person meetings.

Please see Attached Abel/Noser Sample Reports for examples.

II-3. Work Plan. Describe in narrative form your technical plan for accomplishing the work. Use the task descriptions in Part IV of this RFP as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained.

Abel/Noser has been the leading provider of Transaction Cost Analysis to the pension community since 1975. In that time we have developed a series of highly-effective tools and services for institutional investors and their advisors. Abel/Noser has compiled the most comprehensive global equity-trading peer group databases in the world. Our tick database contains every global publicly reported trade since 1999, including the time, the number of shares, the price of the trade, and the exchange where it traded. Using this historic database and TradeZoom™, the flagship application of our transaction cost analysis suite enables a customizable analysis specifically built to meet to PA SERS's needs.

TradeZoom uses Online Analytical Processing (OLAP) technology which allows our clients to manipulate the underlying data cube in an almost limitless number of ways, giving them the ability to analyze the segment of trading that is most appropriate to their given workflow. Trading can be analyzed by each entity identifiable within the data sets provided by BNY MELLON Workbench (Note - Workbench routinely supplies Abel/Noser with client data for

mutual clients). Currently Portfolio, Broker and Manager are available to name a few. TradeZoom can further be filtered by over 150 available metrics including standard volume tests, explicit (commissions, taxes, fees) and implementation shortfall measures along with derivatives of each. Further, all trade characteristics including Side, Price Momentum, Domicile, Market Capitalization, Venue of Execution, Trade Date, Percent of Volume and Sector amongst others are available to better quantify PA SERS trading costs.

Results are benchmarked against the corresponding Abel/Noser Universe using the trade characteristics listed above. The Abel/Noser Universe is an aggregation of trade data from our global client base which is then synchronized to corresponding global market data to create both absolute and relative measurement results versus key metrics. Through customized reporting, a percentile ranking of each entity's trade performance relative to their peers is available.

Abel/Noser routinely provides on-site or webex training to all interested parties to ensure an advanced understanding and familiarity with our products. Further, we are available by phone and e-mail, daily, to answer any questions which might arise.

On an ongoing basis, we will administer quarterly reviews inclusive of executive summary reporting from all desired vantage points. A rolling four quarters worth of data is included within the summary level of reporting in order to provide historical comparison. Reviews can be done via either Webex or live presentation. This level of service is available throughout the life of the relationship. Ad-Hoc reporting including yearly executive summaries of all PA SERS trading is available upon request.

Reports can be sent via e-mail and are available via TradeZoom, our web based TCA product.

Data is received, processed, analyzed and re-distributed to client with consultative commentary. After delivery, the Abel/Noser Client Service Representative will administer a consultative review of the period's results. The long term goal is to provide PA SERS employees with a complete education of Transaction Cost Analysis processes, the ability to identify/reduce transaction costs and a consultive resource in Abel/Noser to guide the effort.

II-4. Prior Experience. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to must be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

Abel/Noser has been the leading provider of Transaction Cost Analysis to the pension community since 1975. Currently our client base eclipses 450 Pension Funds and 150 Investment Managers.

A reference as to the quality of service provided by Abel/Noser can be found below:

Tim McClure, CTP
Assistant CIO / Dir of Cash Management
State of Tennessee Treasury Department
502 Deadrick Street
13th Floor Andrew Jackson Building
(615)532-1166
tim.mcclure@state.tn.us

**Note - additional references can be supplied upon request.

In addition to our position as a leading provider of TCA to individual clients, we often collaborate with leading publications on industry-wide studies. Please see the attachment “World’s Best Brokers”. In this study Abel/Noser is sponsored annually by Bloomberg Magazine to find on a relative basis which brokers supplied the greatest implicit value added during trading. Please find attached 2011’s World’s Best Brokers Brochure as well as the corresponding White Paper. In 2014 Liquidnet was determined to be the WBB.

Lastly, Abel/Noser strives to be a full service resource for SERS regarding anything related to equity/FX market execution analysis. On an ad hoc basis, Abel/Noser will support, review or advise on industry related circumstances as they develop. An example of this occurred in early 2014 when SERS was approached by Securrex Services LLC. Abel/Noser advised SERS with in depth details of how the execution marketplace functions including descriptions of technical regulations and exemptions. Further, Abel/Noser reviewed the goal and potential quality of this prospective vendor’s services, enabling SERS to realistically understand the potential pitfalls (both from a data reconciliation {fill level data would have needed to be collected / collated from over 125 unique domestic brokers and over 20 investment managers} and a cost assessment perspective {fill vs. quote comparisons are often erroneous due to inter-market clock float}) of the proposed service.

II-5. Personnel. Include the number of executive and professional personnel, analysts, auditors, researchers, programmers, consultants, etc., who will be engaged in the work. Show where these personnel will be physically located during the time they are engaged in the Project. Indicate the responsibilities each individual will have in this Project and how long each has been with your company. Identify by name any subcontractors you intend to use and the services they will perform.

Abel/Noser relies on the analytics provided by its sister company, Abel Noser Solutions Ltd. (formerly Ancerno Ltd.), to create transaction cost measurement results for its clients. Abel/Noser spun off its technology department to form Abel Noser Solutions in 2007 with the goal of creating a broker neutral TCA platform, thus allowing staff of production and development professionals to solely focus on the expansion of the analytics provided. Abel Noser Solutions is led by President James A. Noser, who has over 25 years of TCA experience beginning in Abel/Noser’s client services department in 1990. Before leading Abel Noser Solutions, James was head of all software projects at Abel/Noser. James is a graduate of Duke

University and is a CFA charter holder. Abel Noser Solutions' sole office is located at 1 Battery Park Plaza, New York, NY and all staff is located on site.

The client service personnel assigned to this account will be Brett MacLeod, VP Sales and Client Services, Abel/Noser Corp. Brett has nine years of transaction cost analysis experience while specializing in accounts trading across the international marketplace. Brett has been working directly with the Commonwealth of PA SERS for eight years, providing them with consultative quarterly reviews and customized transaction cost analysis. In addition Brett has worked on numerous institutional client accounts including Pension funds, Hedge Funds, Investment Managers and Broker Dealers. Brett's education includes a bachelor degree in Business Management from Gettysburg College. He is a registered broker and a registered investment advisor.

PA SERS's secondary Client Service Representative is Emily Paolino, Associate. Emily provides support for numerous institutional client accounts including Pension funds, Hedge Funds, Investment Managers and Broker Dealers. Emily has a B.A. in Economics from Villanova University.

The Sales and Client Services Department is led by Executive Vice President and Head of Global Sales, Peter Wieler. Peter has headed the group since 2000 and joined Abel/Noser as Vice-President of Sales in 1993. Before his experience at Abel Noser, Peter was a General Partner at the Equinox Fund, a N.Y. fund of funds and Head Trader at the Broad Street Fund, a N.Y. risk arbitrage firm. He has a B.A. from Villanova University and holds various securities licenses including General Securities Representative and Registered Options and Commodities Principal. In addition, he has served as adjunct professor at George Washington University's Institute for Pension Funds.

Additionally, Abel/Noser's client services team will be available to support PA SERS. The client service team consists of 8 members and is led by Vice President Christopher Gehshan. Christopher joined Abel/Noser in 2008 and works directly with many of Abel/Noser's largest public fund TCA clients. He has a B.A. in Business Management from Gettysburg College.

For further detail on additional personnel, please find attached Abel/Noser Corp and Abel/Noser Solutions Organization charts.

II-6. Training. If appropriate, indicate recommended training of agency personnel. Include the agency personnel to be trained, the number to be trained, duration of the program, place of training, curricula, training materials to be used, number and frequency of sessions, and number and level of instructors.

As mentioned, on-site training sessions are advised for all Abel/Noser clients. TradeZoom, our post trade measurement tool, does not have a limited number of users and Abel/Noser encourages all investment personnel on site to attend training sessions. In addition to on site training, Abel/Noser representatives can administer Webex demo sessions and will be available to answer any follow up questions agency personnel may have. Documentation to be provided prior to training includes the following items such as the Trade-Zoom User's Guide and

Abel/Noser TradeZoom Brochure. Please see the attached TradeZoom Measurement Tool brochure for illustrative detail.

The following individuals have gained an advanced familiarity with our TCA services and products; however further training sessions are available upon request. Further, all investment personnel are welcome to request or attend training sessions.

Recommended Agency Personnel to be trained:

Mark McGrath
William Riegel
William Truong
Jeff Meyer

II-7. Financial Capability. Describe your company's financial stability and economic capability to perform the contract requirements. Provide your company's financial statements (audited, if available) for the past three fiscal years. Financial statements must include the company's Balance Sheet and Income Statement or Profit/Loss Statements. Also include a Dun & Bradstreet comprehensive report, if available. If your company is a publicly traded company, please provide a link to your financial records on your company website in lieu of providing hardcopies. The Commonwealth reserves the right to request additional information it deems necessary to evaluate an Offeror's financial capability.

Please find attached Abel/Noser's most recent audited financial statements for the year ending 2014. Abel/Noser is currently financially stable and economically capable of performing all tasks the contract requires. A Dun & Bradstreet report is not available as Abel Noser is a private company. For more information, please contact Laurie Ben-Amo, SEVP-COO & CFO at lbenamo@abelnoser.com or 646-432-4012.

II-8. Objections and Additions to Standard Contract Terms and Conditions. The Offeror will identify which, if any, of the terms and conditions (contained in Part V) it would like to negotiate and what additional terms and conditions the Offeror would like to add to the standard contract terms and conditions. The Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for Part V. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal.

Abel/Noser does not wish to negotiate any of section five. In addition please find attached Abel/Noser's standard TradeZoom/TCA agreement as well as a Non-Disclosure agreement.

Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the cost proposal, on the basis of the terms and conditions set out in Part V. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in Part V or to other provisions of the RFP as specifically identified above.

Small Diverse Business Participation Submittal.

- A. To receive credit for being a Small Diverse Business or for subcontracting with a Small Diverse Business (including purchasing supplies and/or services through a purchase agreement), an Offeror must include proof of Small Diverse Business qualification in the Small Diverse Business participation submittal of the proposal, as indicated below:

A Small Diverse Business verified by BDISBO as a Small Diverse Business must provide a photocopy of its DGS issued certificate entitled “Notice of Small Business Self-Certification and Small Diverse Business Verification” indicating its diverse status.

- B. In addition to the above certificate, the Offeror must include in the Small Diverse Business participation submittal of the proposal the following information:

1. **All** Offerors must include a numerical percentage which represents the total percentage of the work (as a percentage of the total cost in the Cost Submittal) to be performed by the Offeror and not by subcontractors and suppliers.
2. **All** Offerors must include a numerical percentage which represents the total percentage of the total cost in the Cost Submittal that the Offeror commits to paying to Small Diverse Businesses (SDBs) as subcontractors. To support its total percentage SDB subcontractor commitment, Offeror must also include:
 - a) The percentage and dollar amount of each subcontract commitment to a Small Diverse Business;
 - b) The name of each Small Diverse Business. The Offeror will not receive credit for stating that after the contract is awarded it will find a Small Diverse Business.
 - c) The services or supplies each Small Diverse Business will provide, including the timeframe for providing the services or supplies.
 - d) The location where each Small Diverse Business will perform services.
 - e) The timeframe for each Small Diverse Business to provide or deliver the goods or services.
 - f) A subcontract or letter of intent signed by the Offeror and the Small Diverse Business (SDB) for each SDB identified in the SDB Submittal. The subcontract or letter of intent must identify the specific work, goods or services the SDB will perform, how the work, goods or services relates to the project, and the specific timeframe during the term of the contract and any option/renewal

periods when the work, goods or services will be performed or provided. In addition, the subcontract or letter of intent must identify the fixed percentage commitment and associated estimated dollar value that each SDB will receive based on the total value of the initial term of the contract as provided in the Offeror's Cost Submittal. Attached is a letter of intent template (Appendix C) which may be used to satisfy these requirements.

- g) The name, address and telephone number of the primary contact person for each Small Diverse Business.
- 3. The total percentages and each SDB subcontractor commitment will become contractual obligations once the contract is fully executed.
- 4. The name and telephone number of the Offeror's project (contact) person for the Small Diverse Business information.
- C. The Offeror is required to submit **two** copies of its Small Diverse Business participation submittal. The submittal shall be clearly identified as Small Diverse Business information and sealed in its own envelope, separate from the remainder of the proposal.
- D. A Small Diverse Business can be included as a subcontractor with as many prime contractors as it chooses in separate proposals.
- E. An Offeror that qualifies as a Small Diverse Business and submits a proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Offerors.

Abel/Noser does not qualify as a Small Diverse Business, nor does Abel/Noser intend to subcontract to any Small Diverse Businesses for this mandate.

II-9. Cost Submittal. The information requested in this Part II, Section II-9 shall constitute the Cost Submittal. The Cost Submittal shall be placed in a separate sealed envelope within the sealed proposal, separated from the technical submittal. Offerors should **not** include any assumptions in their cost submittals. If the Offeror includes assumptions in its cost submittal, the Issuing Office may reject the proposal. Offerors should direct in writing to the Issuing Office pursuant to **Part I, Section I-9**, of this RFP any questions about whether a cost or other component is included or applies. All Offerors will then have the benefit of the Issuing Office's written answer so that all proposals are submitted on the same basis. Appendix D should be utilized to detail the cost submittal.

A. Total Cost.

The Issuing Office will reimburse the selected Offeror for work satisfactorily performed after execution of a written contract and the start of the contract term, in accordance with contract requirements, and only after the Issuing Office has issued a notice to proceed.

II-10. Domestic Workforce Utilization Certification. Complete and sign the Domestic Workforce Utilization Certification contained in Appendix E of this RFP. Offerors who seek consideration for this criterion must submit in hardcopy the signed Domestic Workforce Utilization Certification Form in the same sealed envelope with the Technical Submittal.

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM WITH THE OFFEROR'S PROPOSAL MAY RESULT IN THE REJECTION OF THE OFFEROR'S PROPOSAL

APPENDIX B - TRADE SECRET/CONFIDENTIAL PROPRIETARY INFORMATION NOTICE

Instructions:

The Commonwealth may not assert on behalf of a third party an exception to the public release of materials that contain trade secrets or confidential proprietary information unless the materials are accompanied, at the time they are submitted, by this form or a document containing similar information.

It is the responsibility of the party submitting this form to ensure that all statements and assertions made below are legally defensible and accurate. The Commonwealth will not provide a submitting party any advice with regard to trade secret law.

Name of submitting party:

Contact information for submitting party:

Abel/Noser Corp.
1 Battery Park Plaza, 6th Floor, New York, NY 10004
646-432-4100
www.abelnoser.com
Primary Contact: Brett Macleod, Vice President, 646-432-4066

Please provide a brief overview of the materials that you are submitting (e.g. bid)

Abel/Noser is providing a bid for Stock Trade & Foreign Trade Analyses "Transaction Cost Analysis" for SERS equity and fixed income portfolios. The materials included consist of reporting examples, descriptions of methodology, company background, and the required appendixes in addition to the Technical Submittal, Small Diverse Participation Submittal and Cost Submittal as required for the completion of the Pennsylvania State Employee's Retirement System RFP for Stock Trade and Foreign Trade Analyses.

Please provide a brief explanation of why the materials are being submitted to the Commonwealth (e.g. response to bid #12345, application for grant XYZ being offered by

Response to bid # SERS 15-029 for Stock Trade & Foreign Trade Analyses. Equity and FX Transaction Cost Analysis enable SERS to meet its fiduciary responsibility of assuring fair execution prices are achieved and commission paid are in line with industry standards.

Please provide a list detailing which portions of the material being submitted you believe constitute a trade secret or confidential proprietary information, and please provide an explanation of why you think those materials constitute a trade secret or confidential proprietary information. Also, please mark the submitted material in such a way to allow a reviewer to easily distinguish between the parts referenced below. (You may attach additional pages if needed)

Note: The following information will not be considered a trade secret or confidential proprietary information:

- Any information submitted as part of a vendor’s cost proposal
- Information submitted as part of a vendor’s technical response that does not pertain to specific business practices or product specification
- Information submitted as part of a vendor’s technical or small diverse business response that is otherwise publicly available or otherwise easily obtained
- Information detailing the name, quantity, and price paid for any product or service being purchased by the Commonwealth

Page Number Description Explanation

<u>Page Number</u>	<u>Description</u>	<u>Explanation</u>
16-106	AN Sample TCA Reports	Proprietary methodology, analytics and PA SERS actual TCA resulted included.
125-150	AN Trade-Zoom User Guide	Proprietary methodology and analytics
151-188	AN Financial Statements	As AN is a private company, this is only distributed to clients upon request.

Acknowledgment

The undersigned party hereby agrees that it has read and completed this form, and has marked the material being submitted in accordance with the instructions above. The undersigned party acknowledges that the Commonwealth is not liable for the use or disclosure of trade secret data or confidential proprietary information that has not been clearly marked as such, and which was not accompanied by a specific explanation included with this form.

The undersigned agrees to defend any action seeking release of the materials it believes to be trade secret or confidential, and indemnify and hold harmless the Commonwealth, its agents and employees, from any judgments awarded against the Commonwealth in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives so long as the Commonwealth has possession of the submitted material, and will apply to all costs unless and until the undersigned provides a written statement or similar notice to the Commonwealth stating that it no longer wishes to exempt the submitted material from public disclosure.

The undersigned acknowledges that the Commonwealth is required to keep all records for at least as long as specified in its published records retention schedule.

The undersigned acknowledges that the Commonwealth reserves the right to reject the undersigned's claim of trade secret/confidential proprietary information if the Commonwealth determines that the undersigned has not met the burden of establishing that the information constitutes a trade secret or is confidential. The undersigned also acknowledges that if only a certain part of the submitted material is found to constitute a trade secret or is confidential, the remainder of the submitted material will become public; only the protected information will be removed and remain nonpublic.

If being submitted electronically, the undersigned agrees that the mark below is a valid electronic signature.

<u><i>Kevin Gendano</i></u>	<u><i>CEO</i></u>	<u><i>11/24/15</i></u>
Signature	Title	Date

APPENDIX E
DOMESTIC WORKFORCE UTILIZATION CERTIFICATION

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use the domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. In order to be eligible for any consideration for this criterion, offerors must complete and sign the following certification. This certification will be included as a contractual obligation when the contract is executed. Failure to complete and sign this certification will result in no consideration being given to the offeror for this criterion.

I, Laurie Bendure, CFO [title] of Abel Noser Corp [name of Contractor] a New York [place of incorporation] corporation or other legal entity, ("Contractor") located at 1 Battery Park Plaza, NY, NY, 10004 [address], having a Social Security or Federal Identification Number of [REDACTED], do hereby certify and represent to the Commonwealth of Pennsylvania ("Commonwealth") (Check **one** of the boxes below):



All of the direct labor performed within the scope of services under the contract will be performed exclusively within the geographical boundaries of the United States or one of the following countries that is a party to the World Trade Organization Government Procurement Agreement: Aruba, Austria, Belgium, Bulgaria, Canada, Chinese Taipei, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxemburg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and the United Kingdom

OR



_____ percent (_____%) [Contractor must specify the percentage] of the direct labor performed within the scope of services under the contract will be performed within the geographical boundaries of the United States or within the geographical boundaries of one of the countries listed above that is a party to the World Trade Organization Government Procurement Agreement. Please identify the direct labor performed under the contract that will be performed outside the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement and identify the country where the direct labor will be performed:

[Use additional sheets if necessary]

The Department of General Services [or other purchasing agency] shall treat any misstatement as fraudulent concealment of the true facts punishable under Section 4904 of the *Pennsylvania Crimes Code*, Title 18, of Pa. Consolidated Statutes.

Attest or Witness:

Abel Noser Corp
 Corporate or Legal Entity's Name

[Signature]
 Signature/Date

Laurie Bendure
 Signature/Date

Bnd# Mailed, VP
 Printed Name/Title

Laurie Bendure / CFO
 Printed Name/Title



ATTACHMENTS



TRADE MEASUREMENT SYSTEM SERVICE AGREEMENT

THIS AGREEMENT is entered into on this ____ day of ____ 201_, between ABEL/NOSER CORP. (“ABEL”), a New York Corporation, located at One Battery Park Plaza, 6th Floor New York, NY 10004-2279 and _____ (“_____”) hereby agree to the following:

1. This will confirm the terms and conditions under which ABEL will provide _____ with Trade Zoom™ analyses of trade executions executed by _____, that have occurred commencing on the date of _____.
2. Data collection and report production will be performed by Abel/Noser Solutions, Ltd.¹ Analysis will be rendered by Abel/Noser staff.
3. a) If any third party claim is commenced against a party entitled to indemnification under this Section (the ‘Indemnified Party’), the Indemnified Party will provide notice thereof to the party that is obligated to provide indemnification (the “indemnifying Party”) as promptly as practicable; provided, however, that the failure to provide such notice will not relieve the Indemnifying Party of its obligations under this Section except and only to the extent that the Indemnifying Party is prejudiced thereby. The Indemnifying Party will be entitled, if it so elects, in a notice promptly delivered to the Indemnified Party, to immediately take control of the defense, settlement, and investigation of such Third Party Claim and to employ and engage attorneys reasonably acceptable to the Indemnified Party to handle and defend the same, at the Indemnifying Party’s sole cost. The Indemnified Party will cooperate, at the cost and request of the Indemnifying Party, in all reasonable respects with the Indemnifying Party and its attorneys in the investigation, trial and defense of such Third Party Claim and any appeal arising there from. The Indemnifying Party will not consent to the entry of any judgment or enter into any settlement with respect to a Third Party Claim without the Indemnified Party's prior written consent unless (i) the judgment or proposed settlement involves only the payment of monetary damages by the Indemnifying Party, and does not impose injunctive or other equitable relief upon the Indemnified Party, (ii) there are no additional Third Party Claims that are reasonably likely to be made against the Indemnified Party, and no adverse impact on existing Third Party Claims, as a result of the judgment or proposed settlement, and (ii) the Indemnified Party will have no liability with respect to such judgment or proposed settlement. The Indemnified Party may also, at its own cost, participate, through its attorneys or otherwise, in such investigation, trial and defense of such Third Party Claim and any appeal arising there from.

¹ In January 2007, Abel/Noser split into two firms. The new technology company, Abel/Noser Solutions, Ltd. is a broker neutral corporation that produces all TCA products for Abel/Noser.

After written notice by the Indemnifying Party to the Indemnified Party of its election to assume full control of the defense of any such Third Party Claim, the Indemnifying Party will not be liable to the Indemnified Party for any expenses incurred thereafter by such Indemnified Party in connection with the defense of that Third Party Claim. In addition, the Indemnifying Party will not be obligated to indemnify the Indemnified Party for any amount paid or agreed to be paid in settlement of a Third Party Claim where the Indemnifying Party delivered a timely notice of its election to assume full control of the defense of such Third Party Claim if such amount was agreed to without the written consent of the Indemnifying Party. If the Indemnifying Party does not assume full control over the defense of a Third Party Claim as provided in this Section, the Indemnifying Party may participate in the defense of such Third Party Claim, at its sole cost and expense, and the Indemnified Party will have the right to defend the Third Party Claim in such manner as it may deem appropriate, at the cost and expense of the Indemnifying Party, including reasonable attorneys fees.

b) ABEL represents and warrants that it has all right, title and interest in the software program and database known as Abel/Noser Trade Measurement System and Trade Zoom™, Global Trade Zoom™ and all associated systems and software to enter into and perform this Agreement. ABEL will indemnify, hold harmless and defend _____, its affiliates, their directors, officers, employees, agents and independent contractors from and against any and all damages, costs, and expenses, including reasonable attorney's fees and other costs of defense at all stages of proceedings and preparation associated therewith, incurred in connection with any third party claim that the foregoing systems infringe upon the rights of a third party claim.

c) _____ agrees to supply to ABEL all of the data to be processed under this agreement.

d) _____ warrants that the data transmitted by _____ to ABEL is accurate, to the best of _____'s knowledge, and that ABEL will not be liable for reconstructing any reports based on inaccurate information or data submitted to ABEL.

e) _____ warrants to ABEL that _____ has the full legal right to enter into this agreement and has legal access to the information and data ABEL requires to fulfill its obligations under this agreement. ABEL warrants to _____ that it has full legal right to enter into this agreement and perform the services provided herein.

4. a) _____ will not disclose, transfer or duplicate Trade Zoom™ source codes to or for third parties other than _____ affiliates as necessary to transfer and receive data;

b) _____ will not retain and/or use all or any part of the Product after the termination of services without the extension thereof, except that _____ may retain such copies of reports, information and data that it, in the exercise of its reasonable business judgment, is necessary for legal, regulatory or compliance purposes;

c) _____ shall not decompile, disassemble, reverse engineer or in any way reproduce the source code of the ABEL Program without the explicit written approval of ABEL.

5. a) During the term of this Agreement, and thereafter, ABEL and _____ shall not disclose to any third party any knowledge, in whatever form, of the other party's financial information, marketing strategies or plans, product development, investment strategies, stock and bond transactions or holdings, models, techniques and know how whether in tangible or intangible form and whether or not marked "confidential" that may be obtained from any source as a result of this Agreement together with all such other information designated by either party as confidential ("Confidential Information").

b) All Confidential Information of one party ("Disclosing Party") in the possession of the other ("Receiving Party"), whether or not authorized, shall be held in strict confidence, and the Receiving Party shall take all steps reasonably necessary to protect and preserve the confidentiality thereof. One party's Confidential Information shall not be used or disclosed by the other party for any purpose except as necessary to implement or perform this agreement, or except as required by law or upon the request of regulators having jurisdiction over the Disclosing Party, provided that the other party is given (unless disclosure is prohibited by law or the respective regulator) a reasonable opportunity to obtain a protective order. The Receiving Party shall limit its use of and access to the Disclosing Party's Confidential Information to only those of its employees whose responsibilities require such use or access. The Receiving Party shall advise all such employees, before they receive access to or possession of any of the Disclosing Party's Confidential Information, of the confidential nature of the Information and require them to abide by the terms of this agreement and the confidentiality restrictions imposed by the Agreement.

The Receiving Party shall be liable for any breach of this Agreement and the confidentiality restrictions imposed by the Agreement by any of its employees or any other person who obtains access to or possession of any of the Disclosing party's Confidential Information from or through the Receiving Party.

Confidential Information includes, but is not limited to, ABEL source codes, Trade Zoom™ and other program material which ABEL may use to produce the reports required under this Agreement, as well as financial data, trading philosophy, and security transactions and holdings of _____.

c) In addition to the foregoing, neither ABEL nor its employees shall use any of the information provided by _____ or on its behalf as the basis for any trading in any securities, and ABEL shall indemnify, hold harmless and defend _____ and its affiliates from and against any and all damages, costs, and expenses, including reasonable attorney's fees and other costs of defense at all stages of proceedings and preparation associated therewith, incurred by _____ or its clients in connection with any misuse of the data and information provided by _____ or provided on _____'s behalf. ABEL will immediately notify _____ of any breach of the confidentiality requirements and the prohibition on ABEL's use

of the data provided by or on behalf of _____ by it or any of its employees.

6. ABEL shall invoice _____ for this service on a _____ basis. The terms of the Product/Prices sheet are incorporated by reference into this Agreement and attached here to as Exhibit A.

7. The terms of this Agreement shall be for a two (2) year period beginning with the transaction analysis of the first quarter provided to ABEL. Thereafter, the renewal of this agreement shall be for one year terms. Termination of this agreement must be by written notice 60 days prior to any renewal date.

8. EXCEPT FOR A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, INDEMNIFICATION OBLIGATIONS, OR BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Miscellaneous:

a) This contract replaces any prior Agreement between ABEL and _____.

b) This Agreement can only be amended in writing in a document signed by both parties.

c) All notices shall be in writing and shall be given by personal delivery, overnight delivery or prepaid postal delivery to the addresses at the beginning of the Agreement, attention _____ with respect to notices to _____ and attention David M. Sobel, Esq., with respect to notices to ABEL, unless notified in writing otherwise.

10. Conflict of Laws

This Agreement is deemed to be made under and shall be interpreted in accordance with the laws of the State of New York, excluding its conflicts of law provisions. With respect to any suit, action or proceedings relating to this Agreement ("Proceedings"), _____ and ABEL each irrevocably: (i) submit to the exclusive jurisdiction of the federal or state courts situated within the State of New York; and (ii) waive any objection existing at any time to the laying of venue of any Proceedings brought in any such court, waive any claim that such Proceedings have been brought in an inconvenient forum and, further, waive the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over _____.

11. Not a Partnership

The parties are independent contractors under this Agreement, and nothing herein shall be construed to create a partnership, joint venture, franchise or agency relationship between the parties. Neither party has any authority to enter into agreements of any kind on behalf of the other party.

12. Entire Agreement

a) This Agreement represents the entire Agreement between the parties and supersedes all prior and contemporaneous communications.

b) If any provisions of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

FOR

Name: _____

Title:

FOR

ABEL/NOSER CORP.

David M. Sobel, Esq.

EVP / CCO

Exhibit A

Fees And Deliverables

- ABEL NOSER will provide _____ with **quarterly** (4 reports) Trade Zoom™, executive summary analysis reports, in Web based Trade Zoom™ format.
- The fee for these services is \$_____ per annum, billed in arrears as \$_____ per quarter. ABEL will credit trading at \$____ (___ cents) per share against the \$_____ in any quarter, with any trading over that amount carried forward to the next quarter. Abel will bill, in hard dollars, any amount not covered by trading credits per quarter.
- As supplement to the above reporting, the Services include four (4) consultative meetings by an ABEL representative in Ohio, at ABEL's cost and expense.
- Additional reports will be billed separately commensurate with the scope of the project.

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (this “Agreement”) dated [INSERT DATE], by and between **Abel Noser Corp**, as A/N, and [INSERT NAME] (“[INSERT NAME]”) located at [INSERT ADDRESS]

WHEREAS, [INSERT NAME] and A/N are exploring the possibility of entering into a transaction or agreement whereby A/N would sell or otherwise provide certain goods and/or services (the “**Transaction**”) to [INSERT NAME] .

WHEREAS, In connection with evaluating whether to enter into the Transaction, [INSERT NAME] may disclose to A/N certain technical, financial, customer or business information deemed proprietary or confidential in nature;

WHEREAS, [INSERT NAME] seeks to maintain the confidentiality of such information; and

WHEREAS, A/N seeks to protect its proprietary computer programs and copyrighted analyses.

NOW THEREFORE, in consideration of the promises and mutual agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, A/N and [INSERT NAME] hereby agree as follows:

1. Definitions.

(a) “A/N” shall mean and include A/N and all of its parents, subsidiaries, affiliates, and other related entities acting through their respective employees, officers, directors, representatives, agents, accountants, advisors and attorneys.

(b) [INSERT NAME] shall mean and include [INSERT NAME] and all of its parents, subsidiaries, affiliates, and other related entities acting through their respective employees, officers, directors, representatives, agents, accountants, advisors and attorneys.

(c) “Confidential Information” shall mean any technical, financial, customer, consumer, mutual fund, separately managed account or business information or other data in written, electronic or any other form which [INSERT NAME] discloses or has disclosed to A/N or any technical, financial, customer, consumer, mutual fund, separately managed account or business information or other data which [INSERT NAME] communicates or has communicated orally to A/N, together with any and all notes, memoranda, analysis, compilations, studies, or other documents (whether in hard copy or electronic media) prepared by A/N which contain or otherwise reflect such information, excluding, however, information which is specifically identified by [INSERT NAME] as **not** being proprietary or confidential. Without limitation of the foregoing sentence, Confidential Information shall include any Request for Proposal

("RFP") and any Request for Quote ("RFQ") related to the Transaction and all information referenced or included therein.

2. No Disclosure. A/N shall maintain in confidence and shall not disclose any Confidential Information to any person, without the prior written consent of **[INSERT NAME]**. This obligation of confidentiality shall survive the return and destruction of the Confidential Information pursuant to paragraph 6 hereof and any termination of this Agreement in accordance with Section 9 herein. A/N shall notify **[INSERT NAME]** promptly upon the discovery of any possible loss, unauthorized disclosure, or unauthorized use of any information.

3. Use of Confidential Information.

(a) A/N may use the Confidential Information only for the purpose of evaluating the Transaction and responding to an RFP or RFQ, if any. Nothing contained in this Agreement shall be construed as granting or conferring any rights or licenses to (and A/N hereby agrees, it shall not) reproduce or use in any other manner any Confidential Information disclosed by **[INSERT NAME]**.

(b) A/N shall limit voluntary dissemination of Confidential Information to those officers, directors, employees, agents, representatives, accountants, attorneys and advisors of A/N and its subsidiaries and affiliates who require the Confidential Information to evaluate the Transaction and/or respond to an RFP or RFQ, if any. A/N shall advise all such persons to whom Confidential Information is given of the obligation of confidentiality hereunder and will require each of them to agree to abide by the confidentiality obligations of this Agreement.

4. Security of Confidential Information.

(a) A/N shall implement all necessary measures, including, as appropriate, the establishment and maintenance of policies, procedures, and technical, physical, and administrative safeguards, to ensure the security and confidentiality of the Confidential Information, protect against any foreseeable threats or hazards to the security or integrity of such information, and protect against unauthorized access to or use of such information.

(b) A/N shall make available to **[INSERT NAME]** and its regulators all audits, test results, and other evaluations relevant to compliance with this Section 4 that have been conducted by A/N or third parties, and shall make its officers and employees available to **[INSERT NAME]** to discuss A/N's measures to comply with this Section 4; provided, however, that all such reasonable requests for information or discussions will be subject to A/N's judgment as to appropriate degree of disclosure of specific information about security measures which will, however, not be unreasonable withheld.

(c) **[INSERT NAME]** shall not decompile, disassemble, reverse engineer or in any way reproduce the source code(s) of any A/N Program, used in the Transaction, without the explicit written approval of A/N.

d) **[INSERT NAME]** shall not use A/N Programs or Program Materials, including, but not limited to, source codes, Benchmarks, presentation or format to compete in any way with A/N in the measurement and/or transaction cost analysis marketplace. **[INSERT NAME]** warrants that they shall not use any “free trial” transaction cost analysis reports issued by A/N for their own marketing or advertising purposes, without express written consent of A/N. Reports may be used for marketing or advertising purposes only after a paid service contract with Abel/Noser is signed and effective.

5. Exceptions. Nothing contained herein shall in any way restrict or impair A/N’s right to use or disclose any Confidential Information which:

(a) is generally available to the public or thereafter becomes generally available to the public by publication or otherwise, through no fault or breach by A/N of its obligations hereunder, at the time of disclosure by **[INSERT NAME]** to A/N;

(b) A/N can show was in its possession prior to the time of the disclosure by **[INSERT NAME]** and was not acquired directly or indirectly from **[INSERT NAME]**;

(c) is independently made available to A/N as a matter of right by a third party; provided that such third party is not known by A/N to be subject to any confidentiality obligation; or

(d) is compelled, but only to the extent required, to be disclosed by legal process, provided that prompt notice is given to **[INSERT NAME]** prior to any such disclosure so that **[INSERT NAME]** may seek an appropriate protective order or other equitable relief against disclosure. Notwithstanding any such compelled disclosure by A/N, such compelled disclosure will not otherwise affect A/N’s obligation hereunder with respect to Confidential Information so disclosed.

6. Return of Confidential Information. In the event that **[INSERT NAME]** and A/N do not enter into the Transaction within a reasonable period of time, or if, at any time, **[INSERT NAME]** so requests, A/N shall (i) deliver to **[INSERT NAME]** all Confidential Information in A/N’s possession, including without limitation, all written materials, computer tapes or disks and all other media containing any Confidential Information, and will not retain any copies, extracts or reproductions of all or any part of the Confidential Information; and (ii) expunge all Confidential Information from its computers and other data storage systems and destroy all documents, memoranda, notes and other data (whether in written or electronic form) prepared by A/N or its advisors based on the Confidential Information. At the request of **[INSERT NAME]**, A/N will provide a notarized written statement to **[INSERT NAME]** certifying that all documents and materials referred to in subparagraph (i) have been delivered or in subparagraph (ii) have been destroyed, as requested by **[INSERT NAME]**.

7. Indemnification/Remedies.

(a) A/N agrees to indemnify, defend and hold [INSERT NAME] harmless from and against any and all damage or liability (including without limitation the legal fees and other costs reasonably incurred in enforcing [INSERT NAME] rights hereunder) caused by or resulting from a breach of this Agreement by A/N, its officers, directors, employees, agents, representatives, accountants, attorneys or advisors.

(b) A/N further acknowledges and agrees that any breach by A/N of this Agreement shall cause [INSERT NAME] irreparable harm and that [INSERT NAME] remedies in the event of such a breach or threatened breach shall include, but not be limited to, equitable remedies (including, but not limited to, the judicial remedies of specific performance and injunctive relief). [INSERT NAME] shall also be entitled to recovery of any pecuniary gain realized by A/N from the unauthorized use or disclosure of any Confidential Information. The duties and remedies contained in this paragraph shall survive termination of this agreement.

8. No Commitment. Unless and until [INSERT NAME] and A/N have executed and delivered a definitive written agreement with respect to the Transaction (i) neither [INSERT NAME] nor A/N shall have any legal obligations of any kind whatsoever with respect to the Transaction, other than the obligations specifically set forth in this Agreement and (ii) neither party shall be under any obligation or liability to proceed with the Transaction, and either party may discontinue negotiations regarding the Transaction at any time.

9. Termination. This Agreement will continue in force and effect until such time as the parties decide to consummate the Transaction by entering into a definitive written agreement. Any and all obligations related to Confidential Information and non-disclosure contained herein shall be replaced in its entirety and governed by the definitive written agreement. In the event of termination, either party shall provide written notice to the other party. The parties agree that in the event of termination, each party shall continue to hold Confidential Information in strict confidence as set forth herein for five (5) years from the date of termination, except with regard to (i) any customer information which shall be held in strict confidence in perpetuity or (ii) trade secrets of A/N, which shall be held in confidence for as long as such information remains a trade secret.

10. Miscellaneous.

(a) Any waiver of any provision of this Agreement or of any breach thereof shall not be effective unless in writing and signed by the party to be charged, and shall not operate or be construed as a waiver of any other provision or subsequent breach.

(b) If any provision of this Agreement is held to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

(c) This Agreement may only be modified in writing and signed by both parties.

(d) This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. This Agreement shall not be signed without the prior written consent of non-assigning party.

(e) Any modifications to this Agreement must be in writing and signed by the parties.

11. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New York, excluding any choice of law rule requiring application of the law of any other jurisdiction.

12. Requisite Authority. The individuals signing this Agreement on behalf of the parties hereby represents that they are authorized on behalf of their respective parties to enter into this Agreement and that performance hereunder will not conflict with such party's other obligations.

IN WITNESS WHEREOF, A/N and **[INSERT NAME]** have caused this Agreement to be executed by their duly authorized representatives on the date first noted above.

Abel Noser Corp.

By: _____
Name:
Title:

[INSERT NAME]

By: _____
Name:
Title:

EXHIBIT D

APPENDIX D COST SUBMITTAL WORKSHEET - BEST AND FINAL OFFER

Abel/Noser Corp.'s Cost Submittal is detailed below.

Provide a fee response in the following format as a total, firm, fixed-fee per year:

TRADE COST ANALYSIS CONSULTING SERVICES ONLY

Time Period	Fee (USD)
04/01/16 – 03/31/17	\$ 34,000
04/01/17 – 03/31/18	\$ 34,000
04/01/18 – 03/31/19	\$ 34,000
04/01/19 – 03/31/20	\$ 34,000
04/01/20 – 03/31/21	\$ 34,000
TOTAL FEE	\$ 170,000

FX COST ANALYSIS CONSULTING SERVICES ONLY

Time Period	Fee (USD)
04/01/16 – 03/31/17	\$ 17,000
04/01/17 – 03/31/18	\$ 17,000
04/01/18 – 03/31/19	\$ 17,000
04/01/19 – 03/31/20	\$ 17,000
04/01/20 – 03/31/21	\$ 17,000
TOTAL FEE	\$ 85,000

AD HOC RESEARCH AND ADDITIONAL REPORTS (FEES IN ADDITION TO THE ABOVE CONSULTING SERVICES) – Contractor will be responsible to provide an estimate and an outline of the deliverable prior to engaging in Ad Hoc requests. All hourly work must be pre-approved by SERS based on an estimate provided by the contractor.

Time Period	Hourly Fee (USD)
04/01/16 – 03/31/17	No Fee
04/01/17 – 03/31/18	No Fee
04/01/18 – 03/31/19	No Fee
04/01/19 – 03/31/20	No Fee
04/01/20 – 03/31/21	No Fee

EXHIBIT E

CRP CHECK CERTIFICATION FORM

Contractor TIN : [REDACTED]

Contractor Name : Abel Noser Corporation

**User Performing
CRP Check :** cwopa\smjoshua

Results: No Record(s) Found

CONTRACTOR RESPONSIBILITY CERTIFICATION

I, the undersigned individual, hereby certify the above-referenced contractor has been determined to be a responsible contractor in accordance with the policies and procedures set forth in *Management Directive 215.9, Contractor Responsibility Program*.

I also certify that the contractor has certified in writing that:

- a. neither the contractor nor any subcontractors as defined in Management Directive 215.9, Contractor Responsibility Program are under suspension or debarment by the Commonwealth, the federal government, or any governmental entity, instrumentality, or authority or, if the contractor cannot so certify, it has instead provided a written explanation of why such certification cannot be made; and
- b. the contractor has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

Joshua Smith

Authorizing Signature

4/8/2016

Generated Date
