PENNSYLVANIA TURNPIKE COMMISSION
Harrisburg, Pennsylvania
GENERAL TERMS and CONDITIONS

Pennsylvania Turnpike Commission Purchase Orders are subject to the following general conditions and instructions, all interpretations of which shall be at the sole discretion of the Pennsylvania Turnpike Commission:

I. BID RESPONSE

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

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

C. **PRICES** The bid submitted by the successful Bidder will be incorporated into any resulting Purchase Order and the Bidder will be required to provide the awarded item(s) at the prices quoted in its Bid.
1. Delivery fuel surcharges are not permissible.
2. Vendor will be responsible for all tolls required for delivery or performance of service.

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

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

F. **EXECUTION OF PROPOSAL**

1. All blank spaces in the proposal and bid shall be filled in clearly where indicated, either typed or written in ink. The bidder must initial and date any error made while completing the proposal. Do not alter the bid form. Altering or changing any part of this proposal or bid will be sufficient reason for rejection.
2. Bidders shall submit a separate unit price for each item, a total bid, a total lump sum bid covering all items in each group, and a total lump sum bid covering all items of all groups. Award will be made on separate unit price, total bid, or a total lump sum bid covering all items in each group, or a total lump sum bid for all items of all groups, whichever is to the best interest of the Pennsylvania Turnpike Commission. In case of a discrepancy, the unit price will be considered as the price bid. The extension figures are only for the information of the Commission and will not be considered as part of the bid.
3. Completion of the Signature Page: The bidder's signature shall be in ink. If any information is handwritten or changed in any manner, it must be referenced as shown on the Signature Page and the bidder's authorized signatory must initial and date immediately following the statement.
   Except for signatures, please print legibly or type all required information.
   a. For Corporations: Only the signature of a senior officer is required. Senior officers include Chairman,
      President, Vice-President, Senior Vice-President, Executive Vice-President, Assistant Vice-President, Chief Executive Officer and Chief Operating Officer. Any other signature must be accompanied by a resolution authorizing the individual to contractually bind the organization.
   b. For Limited Liability Company (LLC): The signature of a duly authorized Member or Manager is required. No other titles will be accepted unless the Vendor provides proof that the signatory has been delegated signature authority.
   c. For Sole Proprietorships: The signature of the Owner is required. A sole proprietorship doing business as (d/b/a) or trading as (t/a) another name should indicate such. For example:
      1. John Brown d/b/a or t/a
      2. Brown's Janitorial Service
   d. For Partnerships: The signature of the General Partner is required.
4. If signature authority has been delegated by any required principal (as cited above) to another official, (i.e., the Office Manager, the Comptroller, the Sales Manager, etc.), a copy of the resolution (for corporations) or power of attorney (for Partnerships and Sole Proprietorships) signed by the required principal delegating that signature authority to that specific individual must be provided prior to execution of the Contract. For a municipality or an authority, the delegation document must be either a resolution of the governing body or delegation provided by the organization's by-laws. The bid may be rejected if not signed by an individual authorized to contractually bind the organization.

G. **MODIFICATION OR WITHDRAWAL OF BID PRIOR TO OPENING** Bids that are submitted via the Vendor Portal may be edited and/or withdrawn up to the bid opening date and time.

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

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

J. **BID RESULTS**

1. Official bid results will be made available and posted via the PA Turnpike Commission Vendor Portal after evaluation and award have been finalized. No telephone or email requests for bid results will be honored.
2. Request for previous bid results or any other details of previous purchases or contracts is considered a request for public records under the Right-to-Know Law (RTKL), Act 3 of 2008 and shall comply with the Commission's policies, process and procedures for requesting such records. RTKL requests may be submitted online at www.paturnpike.com.

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

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

II. SELECTION CRITERIA

A. ACCEPTANCE OR REJECTION OF BID; CONFORMITY TO SPECIFICATION; ELIGIBILITY FOR AWARD

1. The Pennsylvania Turnpike Commission reserves the right to reject any and all bids, to waive technical defects, and to accept or reject any part of any bid if, in its judgment, the best interests of the Pennsylvania Turnpike Commission are thereby served.
2. The Commission may reject all bids not meeting specifications.
3. No award will be made to any bidder who, in the opinion of the Manager of Strategic Sourcing and Asset Management of the Pennsylvania Turnpike Commission, is in default of any bid, purchase order, or contract with the Pennsylvania Turnpike Commission, prior to the date of the bid under consideration.

B. **MANDATORY RESPONSIVENESS REQUIREMENTS** To be eligible for selection, a bid must:
1. Be timely received from a Bidder;
2. Include all required documents and materials.

C. **EVALUATION & AWARD** It is the intention of the PA Turnpike Commission to award purchases in a manner most beneficial to the Commission. Unless otherwise specified by the Commission in the RFQ form the Commission reserves the right to award by item or on a total Bid basis, whichever is deemed more advantageous to the Commission. In cases of discrepancies in prices, the unit price will be binding unless the unit price is obviously in error and the extended price is obviously correct, in which case the erroneous unit price will be corrected. As a condition for receipt of award of a contract/purchase order, the Bidder must be registered in the Commission Vendor Master file. In order to register, bidders must visit www.paturnpike.com and complete the Vendor Registration. Unless specifically noted as a bid requirement, time, terms of delivery, and cash discounts offered by any bidder shall not be considered in making an award. However, if cash discounts are offered by any bidder, the Pennsylvania Turnpike Commission reserves the right to take advantage of such offer.

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

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

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

III. PURCHASING TERMS and CONDITIONS

A. **PURCHASE ORDERS** Purchase Orders issued by the Commission constitute the Vendor's authority to make delivery. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in this Bid.

B. **ELECTRONIC DOCUMENTS** Purchase Orders will not include an "ink" signature by the Agency. The electronically-printed name of the Buyer represents the signature of that individual who has the authority, on behalf of the Commission, to authorize the Vendor to proceed.
Purchase Orders may be issued electronically. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Vendor. Receipt of the electronic transmission of the Purchase Order shall constitute receipt of an order. Orders received by the Vendor after 4:00 p.m. will be considered received the following business day.
1. No handwritten signature shall be required for the Contract or Purchase Order to be legally enforceable.

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

C. **DELIVERY**

1. SUPPLY DELIVERY. All item(s) shall be delivered F.O.B. Destination. The Vendor agrees to bear the risk of loss, injury, or destruction of the item(s) ordered prior to receipt of the items by the COMMISSION. Such loss, injury, or destruction shall not release the Vendor from any contractual obligations. Except as otherwise provided in this Purchase Order, all item(s) must be delivered within the time period specified. Time is of the essence and, in addition to any other remedies, the Purchase Order is subject to termination for failure to deliver as specified.
   Unless otherwise stated in the Purchase Order, delivery must be made within ten (10) days after the Purchase Order is issued to the Vendor. Deliveries to be made Monday through Friday, between the hours of 7:30 AM and 2:30 PM (excluding holidays) unless other prior arrangements are approved by the Strategic Sourcing Department. Vendor must show, upon delivery, a packing slip with the complete Purchase Order reference number.

2. SERVICES DELIVERY. The Vendor shall proceed with all due diligence in the performance of the Services with qualified personnel, in accordance with the applicable Software/Services License Requirements Agreement between the Commission and the Vendor, the Statement of Work attached to a Purchase Order, and/or the Contract.

   SOFTWARE DELIVERED VIA DOWNLOAD. The Vendor shall permit downloaded software to be returned with no additional fees up to 30 days from the date of the download, provided that the COMMISSION provides any certifications required by the Vendor concerning the Software. If the Vendor has a shorter timeframe for returns or requires additional fees, the Vendor shall state this on the quote.

D. **WARRANTY** The Vendor warrants that all items furnished and all services performed by the Vendor, 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 Vendor and acceptance by the Commission. The Vendor shall repair, replace or otherwise correct any problem with the delivered item. When an item is
replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to the Commission.

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

F. **COMPENSATION** The successful Bidder shall be required to furnish the awarded item(s) at the price(s) quoted in the Purchase Order. All item(s) shall be delivered within the time period(s) specified in the Purchase Order. The Vendor shall be compensated only for item(s) that are delivered and accepted by the Commission.

The Bidder agrees that the Commission may set off the amount of any state tax liability or other obligation of the Vendor or its subsidiaries to the Commonwealth of PA against any payments due the Vendor under any contract with the Commission.

G. **BILLING REQUIREMENTS**

1. The Vendor shall include in all of its invoices the following minimum information:
   - Vendor name and "Remit to" address, including SAP Vendor number;
   - PA Turnpike Commission Purchase Order number;
   - Delivery Address, including name of Commission location;
   - Description of the supplies/services delivered in accordance with Purchase Order (include purchase
   - order line number if possible);
   - Quantity provided;
   - Unit price;
   - Price extension;
   - Total Invoice Value; and
   - Delivery date of supplies or services.
2. If an invoice does not contain the minimum information set forth in this paragraph, the Commission may return the invoice as improper. If the Commission returns an invoice as improper, the time for processing a payment will be suspended until the Commission receives a correct invoice. The Vendor may not receive payment until the Commission has received a correct invoice.
3. 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 Vendor 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.
4. Unless otherwise specified in the Purchase Order, payment terms are Net30.
5. Suppliers have the option of payment by check or via ACH. Vendors opting for ACH payment must provide banking information via the Vendor Portal.

H. **TAXES** Sales made to the Pennsylvania Turnpike Commission are exempt from the provisions of the fair trade law, the Pennsylvania Sales Tax, and certain Federal Excise Taxes. The Commission is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Sales Tax Exemption Number 82304881 (EIN: 23-6003240). It is the bidder's responsibility to contact the Pennsylvania Department of Revenue or the Internal Revenue Service to determine the applicability of taxes. Generally though, direct sales to the Commission (an instrumentality of the Commonwealth of Pennsylvania) of tangible personal property that will not become a permanent part of real estate are exempt from Pennsylvania sales tax. Any other applicable tax may not be stated as a separate line item in the bid. Relevant exemption numbers and certificates are available by email request to purchasing@paturnpike.com.

I. **TERMINATION PROVISIONS** The Commission has the right to terminate this Contract or any Purchase Order for any of the following reasons. Termination shall be effective upon written notice to the Vendor.

1. **TERMINATION FOR CONVENIENCE**: The Commission shall have the right to terminate the Contract or a Purchase Order for its convenience if the Commission determines termination to be in its best interest. The Vendor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Vendor be entitled to recover loss of profits.
2. **NON-APPROPRIATION**: The Commission's obligation to make payments during any Commission fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commission shall have the right to terminate the Contract or a Purchase Order. The Vendor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid for any appropriations available for that purpose
3. **TERMINATION FOR CAUSE**: The Commission shall have the right to terminate the Contract or a Purchase Order for Vendor default under Default Clause upon written notice to the Vendor. The Commission shall also have the right, upon written notice to the Vendor, to terminate the Contract or a Purchase Order for other cause as specified in the Contract or by law. If it is later determined that the Commission erred in terminating the Contract or a Purchase Order for cause, then, at the Commission's discretion, the Contract or Purchase Order shall be deemed to have been terminated for convenience under the Subparagraph 1.

J. **INDEMNIFICATION.** The Vendor shall be responsible for, and shall indemnify, defend, and hold harmless the COMMISSION and its Commissioners, officers, employees, and agents (the "Indemnified Parties") from all claims, liabilities, damages, and costs including reasonable attorneys' fees, (i) for bodily injury (including death) and damage to real or tangible personal property arising from or related to the negligence or other tortious acts, errors, and omissions of Vendor, its employees, or its subcontractors while engaged in performing the work of this Agreement or while present on the COMMISSION's premises, (ii)for breach of this Agreement regarding the use or disclosure of proprietary and confidential information where it is determined that Vendor is responsible for any use of such information not permitted by this Agreement, and (iii) for the alleged infringement of any United States or foreign patents, copyrights, or trademarks, or trade dress, or for a misappropriation of trade secrets arising out of performance of this Agreement, including all work, services, materials, reports, studies, and computer programs provided by Vendor, and in any such suit or proceeding will satisfy any final award for such infringement, including costs. The COMMISSION agrees to give Vendor prompt notice of any such claim of which it learns. This indemnification obligation shall not be reduced in any way by any limitation on the amount or type of damages, compensation, or benefits payable by Vendor or its subcontractors under any employee benefit act including but not limited to Workers' Compensation Acts, Disability Benefits Acts, or other Employee Benefit Act.

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

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L. **NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE**

The Vendor 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 Vendor, each subcontractor, or any person acting on behalf of the Vendor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or 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 Vendor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or 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. Neither the Vendor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
4. Neither the Vendor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The Vendor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing 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 contracted services are performed shall satisfy this requirement for employees with an established work site.
6. The Vendor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or 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.
7. The Vendor and each subcontractor represent that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Vendor 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 Vendor and each subcontractor shall, upon request and within the time periods requested by the Commission, 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 for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
8. The Vendor 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.
9. The Vendor'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 Vendor and each subcontractor shall have an obligation to inform the Commission 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.
10. The Commission 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 Commission may proceed with debarment or suspension and may place the Vendor in the Commonwealth's Vendor Responsibility Program System File.

DIVERSE BUSINESS (DB) PARTICIPATION

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

However, the Commission is committed to participation by DBs in the performance of this contract. Bidders are encouraged to utilize and give consideration to DBs in the performance of the contract work.

Bidders shall not discriminate on the basis of gender, race, creed or color in the award and performance of contracts in accordance with 62 Pa.C.S. §3701.

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

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

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

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

Reports. Submit reports following final payment, or as required by the Commission, of those contracts and other business executed with DBs with respect to the records referred to above in such form and manner as prescribed by the Commission. **Subcontracts/Purchase Orders**. Subcontracts with DB firms will not contain provisions waiving legal rights or remedies provided by laws or regulations of the Federal Government or the Commonwealth of Pennsylvania or the Commission through contract provisions or regulations. Bidder will not impose provisions on DB subcontractors that are more onerous or restrictive than the terms of the prime's contract with non-DBs.

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

b. The Vendor 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 Vendor 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 Vendor may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Vendor 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 Vendor 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 Vendor 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 Vendor, following which the Vendor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Vendor shall give the Contracting Officer written notice of any such change of name.

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

CONTRACTOR INTEGRITY PROVISIONS (rev Feb 2024)

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

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

1. "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.

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

3. "CONTRACTOR" means the individual or entity, that has entered into this contract with the COMMISSION, and "Contractor Related Parties" means any affiliates of the CONTRACTOR and the CONTRACTOR's executive officers, Pennsylvania officers and directors, or owners of 5% or more interest in the CONTRACTOR

4. "Financial Interest" means either:
   a) Ownership of more than a five percent interest in any business; or

   b) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

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

6. "Non-bid Basis" means a contract awarded or executed by the COMMISSION with CONTRACTOR without seeking bids or proposals from any other potential bidder or offeror.

B. In furtherance of this policy, CONTRACTOR agrees to the following:

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

2. CONTRACTOR shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to CONTRACTOR activity with the COMMISSION and COMMISSION employees and which is made known to all CONTRACTOR employees who are providing services for this agreement or who are otherwise in contact with COMMISSION employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees working on the agreement shall satisfy this requirement.

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

or state law in connection with performance of work under this contract, except as provided in this contract.

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

5. CONTRACTOR certifies to the best of its knowledge and belief that within the last five (5) years CONTRACTOR or Contractor Related Entities have not:
   a) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;

   b) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;

   c) had any business license or professional license suspended or revoked;

   d) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and

   e) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

   If CONTRACTOR cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the COMMISSION will determine whether a contract may be entered into with the CONTRACTOR. The CONTRACTOR's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the CONTRACTOR shall have an obligation to immediately notify the COMMISSION in writing if at any time during the term of the contract if becomes aware of any event which would cause the CONTRACTOR's certification or explanation to change. CONTRACTOR acknowledges that the COMMISSION may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

C. 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).

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

E. CONTRACTOR, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not

violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. CONTRACTOR shall immediately notify the COMMISSION in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. CONTRACTOR agrees to reimburse the COMMISSION for the reasonable costs of investigation incurred by the COMMISSION for investigations of the CONTRACTOR's compliance with the terms of this or any other agreement between the CONTRACTOR and the COMMISSION that results in the suspension or debarment of the CONTRACTOR. CONTRACTOR shall not be responsible for investigative costs for investigations that do not result in the CONTRACTOR's suspension or debarment.

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

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

SECURITY REQUIREMENTS
MAY 2024

I. General Security Requirements

A. Vendor shall supply all hosting equipment (hardware and software) required for performance of the contract and ensure maintenance and replacement as necessary.

B. The Vendor shall warrant all system/software to be delivered free of malware or other malicious or destructive code.

C. All application code should be written to comply with secure coding guidelines such as the Open Web Application Security Project (OWASP). Scans on custom code should be performed and reviewed to identify coding vulnerabilities prior to moving to production.

D. In the event of adverse risk findings through an audit or assessment, the Vendor shall cooperate with the **COMMISSION** in remediating any risks to the system, including complying with requests to temporarily take the system offline or otherwise limit access to the system during remediation if warranted.

E. Vendors must have a plan for compliance with all applicable breach notification laws, including Pennsylvania's Breach of Personal Information Notification Act (73 P.S. Section 2301 et. seq.).

F. The **COMMISSION** must be notified in writing within 72 hours of the earliest indication or report of a potential breach or unintended disclosure of confidential information. Vendor is responsible to notify the **COMMISSION** of any potential breach or unintended disclosure of confidential information that occurred with its subcontractors.

G. Incident response actions that may affect confidential information must be conducted quickly and with ample resources. Vendor must hire a professional third-party incident response team if its inhouse resources do not have sufficient skill or availability.

H. The **COMMISSION** shall have the right to view all incident response evidence, reports, communications, and related materials, affecting **COMMISSION** systems, upon request.

I. If requested by the **COMMISSION**, or if required by law, the Vendor, at its own cost and expense, shall notify in writing all persons affected by the incident.

J. The Vendor is responsible for hardening all devices to run only the services required to support the application. All unnecessary services must be disabled (for example, UPnP, SLP, etc.).

K. No generic user accounts for shared resources will be permitted.

L. The **COMMISSION** requires that all corporate owned mobile devices that connect to **COMMISSION** applications be enrolled and managed into our current Mobile Device Management (MDM) solution. No other Enterprise MDM profile or software can be installed in parallel. Audit logs must be implemented for all systems. All actual or attempted violations of system security must generate an audit log. Audit logs must be secured against unauthorized access or modification.

M. Audit logs must be implemented for all systems.

N. All actual or attempted violations of system security must generate an audit log. Audit logs must be secured against unauthorized access or modification.

O. All account credentials (username/password) must be encrypted during transmission.

P. All administrator account passwords and SNMP community strings must be changed from the manufacturer's default values to a hardened value.

Q. Any request for access to **COMMISSION** systems or facilities for a non-Commission employee shall include criminal background information furnished by the Vendor. The criminal background check must comply with state and federal law and must include the results of a National Criminal Information Database check. If a Pennsylvania resident, a PA State-wide check (ePATCH) must also be included. If a consultant is

working offshore, results of an international background check will be required. IT Security will specify detailed background check requirements based upon the user's country of origin. Verification of valid photo identification matching submitted resource name and image is required. Access will not be provided until required background checks and documentation are completed and provided by the Vendor. Background checks are valid if completed within the last 5 years.

II. Hosted/Cloud-Based Security Requirements

A. The **COMMISSION**'s data must be located and remain within the continental United States.

B. Vendor shall use commercially reasonable resources and efforts to maintain adequate internet connection bandwidth, service capacity, and ensure its data center and/or other Vendors performing subcontracted services have industry standard physical, technical, human, and administrative controls.

C. Vendor shall house all services and equipment in an operational environment that meets industry standards including climate control, fire and safety hazard detection, redundancy, electrical needs, and physical security.

D. If access is required, then the Azure cloud platform must be used for authentication and authorization, and the Identity Provider must be the **COMMISSION**'s Azure AD tenant.

E. For any system accessing **COMMISSION** resources, Azure or Cisco Duo Multi=Factor Authentication must be supported and used.

F. When SAML authentication is used for any system, the Vendor must use Service Provider-initiated authentication.

G. PTC uses a centralized Identity and Access Management (IAM) solution for managing the identity and access lifecycle management tasks for employees, consultants, Business Partners (BPs), non-network accounts, and system accounts. For all applications (on-prem and cloud-based) and systems, the IAM life cycle tasks such as provision, de-provision, profile updates, application authorization role assignments or removal must be managed by PTC's IAM system (myIdentity). This applies to individual user accounts as well as system accounts associated with the applications and systems such as service accounts, privileged accounts.

H. All cloud-based/hosted systems using HTTPS, or any other protocol using SSL/TLS, must use TLS 1.2 or later with a key size no smaller than 2048 bits.

I. For public-facing systems, the Vendor shall utilize a third-party certificate provider who is a recognized and trusted authority in the industry.

J. The Vendor is responsible for sending the **COMMISSION** system/network vulnerability scan results upon request.

K. The Vendor will supply firewall and IPS logs for malicious intrusion and access attempts into hosted **COMMISSION** systems in the event of a security incident to assist with an investigation.

L. Vendors must have, and upon request by the **COMMISSION**, shall make viewable to the PTC its information security policies that cover the following elements:

- Data classification and privacy
- Security training and awareness
- Systems administration, patching, and configuration
- Application development and code review
- Incident response
- Workstation management, mobile devices, and antivirus
- Backups, disaster recovery, and business continuity
- Regular audits and testing
- Requirements for third-party business partners and contractors

- Compliance with information security or privacy laws, regulations, or standards
- The Vendor shall allow the **COMMISSION**, or an agreed upon third party, to perform security assessments, vulnerability assessments, or audits of systems that contain **COMMISSION** data.
- For systems hosted off the **COMMISSION**'s network, an industry-accepted endpoint protection solution must be operated on all hosting servers.

III. On-Prem/Physically-Connected Security Requirements

A. The **COMMISSION**'s IT Security Team must be allowed to scan, for security vulnerabilities, any new equipment and/or changes to existing equipment before implementation.

B. The **COMMISSION**'s IT Security team must be given administrator-level access to all installed equipment for incident response and security assessment.

C. All Microsoft Windows-based systems, connected to the **COMMISSION**'s network, will be joined to the **COMMISSION**'s Active Directory domain, and will be patched by the **COMMISSION**'s IT staff on a monthly-basis at a minimum.

D. The Vendor is responsible for updating all non-Windows systems, not operated, or administered by the **COMMISSION**, to the Vendors' latest recommended level.

E. If remote access is needed, the Vendor must use PTC supported remote access methods. If using VPN for remote access, a **COMMISSION** owned and managed device is required.

F. If local connectivity to the **COMMISSION**'s network is needed, a Commission-owned and managed device is required. Vendor-owned devices are not permitted to be connected to the network.

G. The Vendor's system/software must co-exist with all industry accepted endpoint software with no exceptions.

H. The Vendor must provide the necessary directory and file exclusions to allow the system/software to operate as intended.

I. If **COMMISSION** user service disruptions are expected, the change must be approved by the PTC Change Review Board (CRB) before implementation.

J. Public Facing systems should use a dedicated named certificate and not utilize a Wild-Card Certificate.

K. Any new Application hosted in the PTC Demilitarized Zone (DMZ) will be onboarded behind the PTC Web Application Firewall (WAF).

IV. Exceptions

In a small number of circumstances, it may not be possible to comply with all standards. The following approach is provided for obtaining an exception for compliance with the published standard.

Exception approvals are granted by direct reports to the Chief Technology Officer (CTO), or their designee.

After obtaining approval from the CTO's direct reports or their designee, the exception must be documented and reviewed by the Enterprise Architecture Team (EAT) prior to use in a production environment.

The Chief Technology Officer (CTO) will provide the final approval when all relevant stakeholders are not in agreement with the requested exception.