

**INSTRUCTIONS  
TO  
SMALL BUSINESS  
BIDDERS**



**DEPARTMENT OF GENERAL SERVICES  
HARRISBURG, PENNSYLVANIA**

**2014 EDITION**

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**FAILURE TO COMPLY WITH ANY SECTION OF THESE  
INSTRUCTIONS WILL RESULT IN THE REJECTION OF THE BID AS  
NOT RESPONSIVE.**

**1. PROPER SMALL BUSINESS CERTIFICATION.** Bidders NOT properly self-certified with DGS as a Small Business with a valid Small Business “Construction” Certificate issued by DGS, as of the date/time of Bid Opening, as discussed in the Notice to Bidders, will be rejected. Prior to opening any bid proposals, DGS will review the bidder name, Vendor number, and Small Business Certification number written on the outside of the envelop or on the Bid Proposal cover sheet, from bidders who submitted a bid by the date/time of the Bid Opening, against the current list of certified Small Construction Businesses. If they are determined to be a Small Construction Business, their bid proposal will be opened. If they are not determined to be a Small Construction Business, their bid proposal will remain unopened and returned to bidder.

**2: WORK TO BE PERFORMED.** The Work to be performed is described in the Contract Documents for all Prime Contracts to be awarded on the Project. The Contract Documents may be inspected during regular business hours at the Public Works Headquarters facility of the Department of General Services, located at 18th and Herr Streets, Harrisburg, Pennsylvania 17125. Copies of the Contract Documents may be obtained by paying the amount stipulated in the "Notice to Bidders" to DGS or the Professional for each set of plans, specifications and bid forms.

**3: FAMILIARITY WITH PROPOSED WORK.** The Bidder is responsible for examining the nature and location of the Work for the Project, the conformation of the ground, the soil and rock conditions, and the character, quality and quantity of the materials that will be required. The Bidder shall also examine the proposed Contract, including the plans, specifications, General Conditions, Administrative Procedures and all other documents and data pertaining to the Project. After the award of the contract, the Contractor may not submit any claim alleging insufficient data, incorrectly assumed conditions, or misunderstanding with regard to matters for which no such clarification was sought during the bidding phase of the Project, as described further in the General Conditions of the Contract.

**4: INTERPRETATION OF CONTRACT DOCUMENTS.**

**A.** A Request for Interpretation (“RFI”) during the bid stage shall be made **in writing** to the Professional, whose name and address can be found in the Notice to Bidders. A copy of the Request for Interpretation must also be forwarded at the same time to the Director, Bureau of Engineering and Architecture, Department of General Services, 18th and Herr Streets, Harrisburg, Pennsylvania 17125. Only Requests for Interpretation that are received **no later than close of business ten (10) business days** prior to Bid Opening Date will be considered by the Department. If a request is received within 10 business days of the bid opening date, the Department may answer the request but is under no obligation to do so. Bidders should refrain from submitting a complicated or voluminous RFI at the 10-day deadline in order to obtain a delay in the bid opening date.

**B. NO ORAL INTERPRETATION WILL BE GIVEN TO ANY BIDDER REGARDING THE MEANING OF THE CONTRACT DOCUMENTS. ANY CONVERSATION BETWEEN A BIDDER AND THE DEPARTMENT OR THE BIDDER AND THE PROFESSIONAL OR A BIDDER AND THE REPRESENTATIVE OF THE USING AGENCY FOR WHOM THE PROJECT IS BEING CONSTRUCTED ARE NOT BINDING UPON THE DEPARTMENT AND SHALL NOT BECOME PART OF THE CONTRACT DOCUMENTS UNLESS THE INFORMATION SUBSEQUENTLY APPEARS IN A WRITTEN BULLETIN.**

C. The Department's response to any RFI will be in the form of a written bulletin signed by the Department. The Department and/or the Professional will forward all bulletins to all Bidders that obtained plans and specifications for the Project. All bulletins become a part of the Contract Documents, and all Bidders on every contract for the Project are bound by all bulletins.

**5: SUBMISSION OF BID PROPOSALS.** All bid proposals are to be submitted on the forms prepared by the Department. One bid packet must be submitted to the Department. The Bidder should make a copy of the bid packet for their use. All entries on the bid must be in ink or typewritten, **preferably in blue ink** to indicate an original writing.

**A. Base Bids** - All base bids will be considered as separate and distinct bids.

If a base bid is left blank, the Department will interpret this to mean the Bidder did not submit a bid on that base bid, but this will not invalidate any remaining base bids. In case of discrepancy between the words and numbers, the written words are the bid price.

**6: EXECUTION OF THE BID PROPOSAL.** The Bidder must sign the bid proposal correctly as described in the bid documents. The signature must be an ORIGINAL and HAND-SCRIPTED signature. If the bid is submitted by a corporation, the bid should be signed by the President or Vice President and any one of the following officers of the Corporation who have signature authority: the Secretary, Assistant Secretary, Treasurer, or Assistant Treasurer. If not signed by the specified officers, the signing individual must be authorized to sign by the corporation's board of directors. If a person other than one of these officers executes the bid, a copy of the document authorizing that person to execute the bid must accompany the bid. **If the Certification and Bid Signature page is left blank, the bid will be deemed void and the bid WILL BE REJECTED by the Department. The bidder will NOT be given any opportunity to sign the page after the time and date of the bid opening. A signature appearing any other place in the bid package shall not be sufficient to substitute for the lack of a signature on the Certification and Bid Signature page.**

**7: STATE OF INCORPORATION.** If the Bidder is incorporated in a state other than Pennsylvania, the Bidder must state whether the corporation, LLC, or LP is registered to do business in Pennsylvania. If the Bidder operates under an assumed or fictitious name, the Bidder must state whether such name has been registered in Pennsylvania.

**8: AWARD TO A FOREIGN CORPORATION.** No contract will be awarded to a Bidder which is a foreign corporation, a foreign limited liability company, a foreign limited

partnership, or which is operating under a fictitious or assumed name unless the Bidder has complied with, or agreed to comply with, the registration requirements under the Business Corporation Law of 1988 (15 Pa. C.S. §4121-§4131) and/or the Limited Liability Company Law of 1994 (15 Pa. C.S. §8981-§8982), and/or the Partnership Code (15 Pa. C.S. §8581-§8590), and/or the Fictitious Names Act (54 Pa. C.S. §301-§332). However, due to New Jersey's small business program being restricted to New Jersey resident companies, the Pennsylvania Reciprocal Limitations Act prohibits New Jersey resident company bidders from award of a contract under the Small Business Procurement Initiative and therefore New Jersey resident companies will be rejected under these Instructions for Small Business Bidders.

**9: BID GUARANTY.** If specified in the Notice to Bidders, the bid must be accompanied by a certified check, bank cashier's check, or bid bond in substantially the same form as the one supplied by the Department of General Services, payable to the Department of General Services in the amount specified in the Notice to Bidders.

**A. IF A BID BOND IS SUBMITTED.** If a bid bond is submitted as the bid guaranty, the bond must meet the following requirements:

- (1) The bid bond must be from a surety approved by the Commonwealth's Department of Insurance to do business in Pennsylvania. For information on approved sureties, contact the PA Department of Insurance, Division of Companies, at (717) 787-5890 or go to [www.ins.state.pa.us](http://www.ins.state.pa.us).
- (2) The bid bond must be properly executed by the surety company and the Bidder.
- (3) All signatures on the bid bond must be original and hand-scripted signatures.
- (4) The bid bond must be accompanied by a power of attorney from the surety company, indicating that the agent signing the bond has the authority to bind the company. The power of attorney should bear the same date as the bid bond.
- (5) Any alterations to the pre-printed portions of the bid bond, e.g., erasures, write-overs, or white outs, are not acceptable and will be rejected as not responsive. Any alterations to the filled in spaces on the bid bond, e.g., erasures, write-overs, or white outs, are not acceptable, unless initialed by an authorized representative of the surety, preferably the agent signing the bond. Such unauthorized alterations, if they are to the date, amount of bond, or name of Bidder, will result in the bid being rejected as not responsive.

**10: RETURN OF BID GUARANTY.** All checks and bid bonds not forfeited under the terms of these Instructions to Bidders will be returned on or before the tenth (10) day after the bid opening, except for the checks/bonds submitted by the two apparent lowest responsible Bidders. The security of the two apparent lowest responsible Bidders, except where forfeiture of security is required, will be returned upon the execution of all contract documents by the lowest

responsible Bidder. In the event the contract is not awarded by the Department, the bid guaranty of the two apparent lowest responsible Bidders will be returned on or before thirty (30) days after the date of the bid opening, unless the time for awarding the bid has been extended by the Bidders.

**11: TIMELY DELIVERY OF BID PROPOSALS.** The Bidder must submit the bid proposal to the Department prior to the time scheduled for Bid Opening set forth in the Notice to Bidders (or modified by bulletin) regardless of the method of delivery. All bid proposals received after the time set for the bid opening will be rejected and returned to the Bidder as non-responsive and will not be considered by the Department. Such non-responsive bids will be returned unopened, unless the identity and address of the Bidder does not appear on the outside of the bid. In that case, the bid will be opened for the sole purpose of identifying where to return the bid.

**12: DELIVERY OF BID PROPOSAL IN CLEARLY MARKED ENVELOPE.** Each bid proposal should be submitted in a special envelope furnished by the Department. All bid proposals shall be enclosed in a sealed envelope and marked plainly on the outside with the contract number, bid opening date and time. If the bid envelope is to be enclosed in another envelope for the purpose of express-type delivery, the exterior envelope shall be clearly marked as a bid and the contract number, bid opening date and time shall be shown on the exterior envelope.

**A. Submission of Bid by Mail.** If submitted by mail, the Department-provided special envelope shall be sent to the address for receiving bids noted in the "Notice to Bidders" for the particular Project, and should be sent Return Receipt Requested.

**B. Submission of Bid by other than Mail.** If submitted other than by mail, the bid must be delivered to the address noted in the particular "Notice to Bidders" prior to the time stated therein.

**C. Submission of Bid by Hand Delivery.** Photographic identification and proof of authorization will be required from individuals who are hand-delivering bids.

**13: COLLUSIVE BIDS WILL BE REJECTED.** The bids of any Bidder or Bidders who engage in collusive bidding will be rejected. Any Bidder who submits more than one bid in such manner as to make it appear that the bids submitted are on a competitive basis from different parties will be considered a collusive Bidder. Submission of collusive bids will result in a Bidder being rejected as not responsible for subsequent projects. Nothing in this Section prevents a Bidder from superseding a bid by submitting a subsequent bid, delivered prior to bid opening, which expressly revokes the previous bid.

**14: SUBCONTRACT WITH DEBARRED OR SUSPENDED FIRMS.** A Small Business who is awarded a contract by DGS may only subcontract out 49% of the work. If the successful Bidder enters into a subcontract or employs any subcontractors/individuals who are currently suspended or debarred by the Commonwealth or the federal government or who become suspended or debarred by the Commonwealth or federal government during the term of

this contract or any extensions or renewals thereof, the Commonwealth shall have the right to require the Contractor to terminate such subcontracts or employment.

**15: SMALL BUSINESS PREFERENCE.** The Department strongly encourages that, all things being equal, contractors give preference in subcontracting and material/equipment purchases on projects of the Department to Small Businesses.

**16: CURRENT LIST OF SELF-CERTIFIED SMALL BUSINESS CONTRACTORS AND SUPPLIERS.** The Bidder may obtain the current list of Small Business Contractors and Suppliers by referring to the Department's Small Business Procurement Initiative website or by contacting the:

Department of General Services  
Bureau of Small Business Opportunities  
611 North Office Building  
Harrisburg, Pennsylvania 17125  
Telephone No. (717) 214-6226  
FAX No. (717) 787-7052

**17: CURRENT LIST OF SUSPENDED AND DEBARRED CONTRACTORS.** The Bidder may obtain the current list of suspended and debarred Contractors by referring to the Department's website or by contacting the:

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

**18: WITHDRAWAL OR MODIFICATION OF A BID PROPOSAL PRIOR TO BID OPENING DATE OR TIME.**

- A. Complete Withdrawal Before Bid Date or Time** - A Bid may be withdrawn by written notice or in person by a Bidder or its authorized representative (if their identity is established by photographic identification and proof of authorization, preferably on Bidder letterhead) and a receipt for the bid is signed prior to the exact hour and date set for the opening of bids. .
- B. Modification Before Bid Date or Time of a Bid Already Submitted But Not Opened** - If, before the time of the bid opening, a Bidder wishes to modify a bid already delivered to the Department, the Bidder or its authorized representative (if their identity is made known through photographic identification and proof of authorization) may request that the Department return the bid, but only if the Bidder/representative signs a receipt for the bid **before** the exact hour and date set for the opening of bids. The Bidder or their authorized representative may then modify the bid and resubmit the bid as described herein. The Department will not, under any circumstances, open a bid before the bid opening date and time.

**19: BID PROPOSAL OPENING PROCEDURE.** Bid proposals received from Small Business will be opened and read aloud publicly in the presence of one or more witnesses at the time and place designated in the Notice to Bidders. In case of discrepancy between the Bidder's words and numbers, the written words are the bid price. No photocopies of the apparent low Bidder's bid will be made at the bid opening. The amount of each bid, together with the name of each Bidder will be recorded. The bid tab, listing the Bidders and their bid amount, will be posted to the DGS website within seven (7) days of the opening.

**20: REJECTION OF BIDS.** The Department reserves the right to reject any or all bids or parts thereof for reasons including, but not limited to, if it shows any omission, alterations of form, additions or deductions not called for, conditional or uninvited alternate bids, or irregularities of any kind. The Department may reject the bid of any Bidder failing to meet the requirements of these Instructions for Small Business Bidders or any other requirements of Bidders set forth in the Contract Documents. The Department reserves the right, however, to waive technical defects or irregularities on bids.

**21: WITHDRAWAL OF BIDS OR BASE BIDS AFTER BID OPENING.** Within three (3) days after the opening of the bids, but before award, a Bidder may request permission to withdraw its bid or certain base bids if it submits a request, in writing, to the Department. The request must be addressed to the Director of the Bureau of Professional Selections and Administrative Services, 18<sup>th</sup> & Herr Streets, Harrisburg, PA 17125. It may be faxed to the same individual at (717) 772-3399. The request will not be considered received unless it is directed as set out in this section. With the request for withdrawal, the Bidder must submit evidence that the reason for withdrawal is a clerical mistake as opposed to a judgment mistake and was actually due to an unintentional arithmetical error or an unintentional omission of a substantial quantity of work, labor, material or services made directly in the compilation of its bid.

**22: PROTEST OF SOLICITATION PROCEDURE.** The Commonwealth Procurement Code (62 Pa.C.S. §1711.1, as amended) governs the protest procedure, which is summarized below. In the event this general description conflicts with the statute, the statutory language controls.

**A. Who may file** – Any Bidder or prospective Bidder who is aggrieved in connection with the bid or the award of a contract resulting from the bid may file a protest.

- i. Prospective Bidder – is an entity that has not submitted a bid in response to the Notice to Bidders.
- ii. Bidder – is an entity that has submitted a bid in response to the Notice to Bidders.

**B Time limits**

- i. If a protest is filed by a prospective Bidder, a protest must be filed, in writing, with the Issuing Office prior to the bid date and time described in the Notice to Bidders.
- ii. If a protest is filed by a Bidder, the protest must be filed, in writing, with the Issuing Office within seven (7) days after the protesting Bidder knew or should have known of the facts giving rise to the protest except in no event

may a protest be filed later than 7 days after the Notice of Award is posted on the DGS website.

iii. Filed – shall be defined as the date upon which the Issuing Office receives the written protest.

C. The Department may cancel an invitation for bids or may reject all bids at any time prior to the time a contract is executed by all parties when it is in the best interests of the Commonwealth. The Bidder should not submit a protest relating to cancellation of the bid or rejection of all bids.

**23: PRE-AWARD OF CONTRACT.** If specified in the Notice to Bidders, once DGS determines the apparent lowest responsible bidder, the Bidder must comply with the Public Works Employment Verification Act by submitting to the Department a Commonwealth Public Works Verification Form (“Form”) prior to the award of the Contract. The Bidder shall either provide the Form to the Department with its Bid Proposal or within three (3) days after receipt of notice to provide the Form. Failure or refusal to provide the Form will be considered a refusal to comply with the bidding requirements and result in rejection of the bid. **The bidder shall be required to pay the Department the lesser of the following amounts:**

A. The amount of the bid guaranty, or

B. The difference between the amounts specified in the bid of the lowest responsible Bidder and such larger amount for which the Department may enter into a contract with another party to perform the Work covered by said bid.

The Public Works Verification Form and relevant information are located on the Department’s web page at [www.dgs.state.pa.us](http://www.dgs.state.pa.us).

**24: AWARD OF CONTRACT.** If DGS awards a Contract, it will be made to the lowest responsible Bidder within thirty (30) days from the Bid Opening Date. This 30-day period may be extended by written consent of the lowest responsible Bidder(s). Notice of Award of Contract will be made by letter mailed to the Contractor and will be effective upon the date DGS mails the Notice of Award. If the lowest Bidder withdraws its bid, declines to extend the bid or refuses the Award of Contract, the Department may award the Contract to the next lowest responsible Bidder or reject all bids and re-bid the Contract. **There will be no Contract with the Department until all parties have fully executed the Contract.**

**25: CONTRACT BOND.** A Small Business Contract Bond will be required for all awards equal to or greater than \$25,000. The Small Business Contract Bond, along with the Contract, will be provided to the successful Bidder for execution upon award.

**26: EXECUTION AND RETURN OF CONTRACT DOCUMENTS.** Within ten (10) days after receipt of the Contract, the successful Bidder must:

A. sign and return the Contract to the Department of General Services, 18th and Herr Streets, Harrisburg, Pennsylvania 17125; and

- B. if required, sign and return the Small Business Contract Bond on the form provided by the Department, in the penal sum equal to the amount of the awarded Contract, for the faithful performance of the Contract, and to cover the prompt payment in full for all materials furnished and labor supplied or performed and equipment actually rented (but not sold). The Small Business Contract Bond must be executed by a surety company or companies qualified to do business in Pennsylvania; and; and
- C. sign and return all insurance certificates required by the General Conditions or any Special Conditions to the Contract.
- D. after all Commonwealth signatures (handwritten or electronic) are obtained and the Contract is fully executed, the Department will forward a written notification to you.
- E. understand and agree that a stamped “APPROVED ELECTRONICALLY” or similar wording by the Commonwealth on the Contract signature page constitutes a valid, binding contract with the Commonwealth and represents that all approvals required by Commonwealth contracting procedures have been obtained. The fully executed Contract may not contain “ink” signatures by the Commonwealth.

**27: FAILURE TO EXECUTE CONTRACT. Failure or refusal of the successful Bidder to properly execute the Contract Documents and/or to furnish the required Small Business Contract Bond and/or to furnish the required insurance certificates within the 10-day time will be viewed as a refusal to accept the Award.** If the successful Bidder fails or refuses to properly execute the Contract Documents and/or to furnish the required Contract Bond and/or to furnish the required insurance certificates within the 10-day time, the Department may award the Contract to the next lowest responsible Bidder, or reject all bids and re-bid the Contract. **In the event the successful Bidder does not return or properly submit any of the Contract Documents or Contract Bond**, the successful Bidder shall be required to pay the Department the **lesser** of the following amounts:

- A. The amount of the bid guaranty (if bid guaranty provided), or
- B. The difference between the amount specified in the bid of the lowest responsible Bidder and such larger amount for which the Department may enter into a contract with another party to perform the Work covered by said bid.

**28: PROOF OF SURETY’S RESPONSIBILITY ON CONTRACT BOND.** The surety company, which is designated by the lowest responsible Bidder for the faithful performance of the contract and prompt payment of materials, equipment and labor, shall, with its Contract Bond, furnish to the Department a certificate showing that the amount of the Bond is within the limit of net retention, or evidence that appropriate reinsurance or other security has been obtained in conformance with Section 661 of the Pennsylvania Insurance Company Law of 1921, 40 P.S. § 832.

**29: REINSURANCE.** If the surety has entered into an agreement for reinsurance under the foregoing paragraph, the bond shall be supported by a duplicate original of the reinsurance agreement. The reinsurance agreement must contain a "direct liability to insured" clause, enabling the Department to maintain an action against the company reinsured jointly with the reinsurer, and, upon recovering judgment against such reinsured, to have recovery against such reinsurer, for payment to the extent to which it is liable under such reinsurance and in discharge thereof.

**30: ASSIGNMENT OF ANTITRUST CLAIMS.** The Contractor and the Commonwealth recognize that, in actual economic practice, overcharges by the Contractor's suppliers, resulting from the violations of State or Federal antitrust laws, are, in fact, borne by the Commonwealth. As part of the consideration for the award of this contract, and, intending to be legally bound, the Contractor assigns to the Commonwealth all right, title and interest in, and to, any claims contractor now has, or may hereafter acquire, under State or Federal antitrust laws relating to the goods or services, which are the subject of this contract.

**31: RECIPROCAL LIMITATIONS ACT**

**A. BACKGROUND REQUIREMENTS OF ACT.** The Act (62 Pa.C.S. § 107 (2010 Sup.)) requires the Department:

- (i) In the award of contracts, exceeding \$10,000, for the erection, construction, alteration, improvement or repair of any building or other public work, or the purchase or lease of any goods, supplies, equipment, printing or materials, to give resident Bidders a preference against a nonresident Bidder from any state that gives or requires a preference to Bidders from that state. The amount of the preference shall be equal to the amount of the preference applied by the state of the nonresident Bidder. A resident Bidder is a person, partnership or corporation or other business entity authorized to transact business in Pennsylvania and having a bona fide establishment for transacting business within Pennsylvania at which it was transacting business on the date when bids for the public contract were first solicited.
- (ii) In the erection, construction, alteration, improvement or repair of any public building or other public work, and in all purchases of goods, supplies, equipment, printing or materials, not to specify, use or purchase any goods, supplies, equipment, printing or materials which are produced, manufactured, mined, grown or performed in any state that prohibits the specification for, use, or purchase of such items in or on its public building or other works, when such items are not produced, manufactured, mined, grown or performed in such state.

**B LIST OF DISCRIMINATING STATES**

- (i) States which apply preference favoring in-state Bidders and the amount of such preference, (that may effect this contract), as found by the Department.

<u>STATE</u>	<u>PREFERENCE</u>
Arizona	5% (construction materials from Ariz. resident dealers only)
Montana	3%
New Jersey	For supply procurements or construction projects restricted to DGS Self-Certified Small Businesses, New Jersey bidders shall be excluded from award even if they themselves are DGS Self-Certified Small Businesses.
West Virginia	2.5% for construction, repair or improvements of any buildings
Wyoming	5%

- (ii) States which prohibit the use of out-of-state goods, supplies, equipment, materials or printing and the prohibition (that may effect this contract), as found by the Department.

<u>STATE</u>	<u>PREFERENCE</u>
Georgia	Forest products only
Indiana	Coal
New Mexico	Construction

### **C CALCULATIONS OF PREFERENCE**

In calculating the preference, the amount of a bid submitted by a Pennsylvania Small Business Bidder shall be reduced by the percentage preference which would be given to a nonresident Small Business Bidder by its state of residence. Similarly, the amount of a bid offering Pennsylvania goods, supplies, equipment, materials and printing shall be reduced by the percentage preference which would be given to another Bidder by the state where the goods, supplies, equipment, materials or printing are produced, manufactured, mined, grown or performed.

### **32: TRADE PRACTICES ACT.**

In accordance with the Trade Practices Act (71 P.S. § 773.101, et seq.) the Contractor shall not use, or permit to be used, in the Work any aluminum or steel products made in a foreign country that discriminates against aluminum or steel products manufactured in Pennsylvania. The countries of Brazil, South Korea, Spain, Mexico and Argentina have been found to discriminate against certain products manufactured

in Pennsylvania. Therefore, the purchase or use of those countries' products, as listed below, is not permitted for a project. Penalties for violation of this paragraph may be found in the Trade Practices Act. Penalties include becoming ineligible for award of any Public Works contracts for a period of three years.

- (a) **Brazil:** welded carbon steel pipes and tubes; carbon steel wire rod; tool steel; certain stainless steel products, including hot-rolled stainless steel bar; stainless steel wire rod and cold-formed stainless steel bar; pre-stressed concrete steel wire strand; hot-rolled carbon steel plate in coil; hot-rolled carbon steel sheet and cold-rolled carbon steel sheet.
- (b) **Spain:** certain stainless steel products, including stainless steel wire rod, hot-rolled stainless steel bars and cold-formed stainless steel bars; pre-stressed concrete steel wire strand; certain steel products including hot-rolled steel plate, cold-rolled carbon steel plate, carbon steel structural shapes, galvanized carbon steel sheet; hot-rolled carbon steel bars and cold-formed carbon steel bars.
- (c) **South Korea:** welded carbon steel pipes and tubes; hot-rolled carbon steel plate and hot-rolled carbon steel sheet and galvanized steel sheet.
- (d) **Argentina:** carbon steel wire rod and cold-rolled carbon steel sheet.

**33: STEEL PRODUCTS PROCUREMENT ACT.**

In accordance with the Steel Products Procurement Act (73 P.S. § 1881, et seq. “the SPPA”) as amended, only steel products as defined in the Act shall be used or supplied in the performance of the contract or any subcontracts. The Contractor shall certify that all steel and cast iron products to be used or supplied in the performance of the Contract comply with the SPPA in the manner set forth in the Administrative Procedures to the Contract. In general, on DGS Public Works projects, the Contractor, subcontractors, materialmen or suppliers shall use only:

- A.** steel products that have been
  - a. rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed by a combination of two or more of such operations;
  - b. from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process; or
- B.** cast iron products made in the United States.
- C.** There are exceptions to this general rule, as described in detail in the Administrative Procedures to the Contract.

DGS will not release payment to any Contractor for steel and cast iron products until an appropriate certification has been received, reviewed and approved by the Department, as discussed in detail in the Administrative Procedures to the Contract. Any payments that may have been released by the Department that should not have been made shall be recoverable directly from the Contractor. In addition to the withholding of payments, if the Department determines that any person willfully violated any of the provisions of the SPPA shall be prohibited from submitting any bids to any public agency for a period of five (5) years as described in the SPPA. In the event the person who violated the provisions of the Act is a subcontractor, manufacturer or supplier, such person shall be prohibited from performing any work or supplying any materials to a public agency for a period of five (5) years from the date of the determination that a violation has occurred.

The Contractor must include the provisions of the Steel Products Procurement Act in every subcontract and supply contract, so that the provisions of the Act shall be binding upon each subcontractor and supplier.

Where trade names, catalog numbers and manufacturers of material or equipment are specified, they are mentioned therein for the purpose of establishing a standard of quality, performance and appearance, and for establishing a standard of competitive bidding. The use of this descriptive information will not relieve the Contractor from compliance with all aspects of the Act.

**34: AMERICANS WITH DISABILITIES ACT.** During the term of this contract, the Contractor agrees as follows:

- A.** Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities Act, 28 C.F.R. § 35.101 et seq., the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this contract or from such activities provided for under this contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to the 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 paragraph A above.

**35: NON-DISCRIMINATION/SEXUAL HARASSMENT PROVISION.** The Bidder agrees that if successful, as the Contractor, they will agree that during the term of this Contract agrees as follows:

- A.** In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under this Contract or any subcontract, contractor, subcontractor, or any person acting on behalf of Contractor or subcontractor, shall not by reason of gender, race, creed, or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the Work to which the employment relates.
- B.** Neither Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under this Contract on account of gender, race, creed, or color.
- C.** Contractor and any subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- D.** Contractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the Work to which the contract relates.
- E.** Contractor and each subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the contracting agency and the Bureau of Small Business Opportunities (BSBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within fifteen (15) days after award of any contract, the Contractor shall be required to complete, sign and submit Form STD-21, the “Initial Contract Compliance Data” form. If the contract is a Small Business Construction contract, then the Contractor shall be required to complete, sign and submit Form STD-28, the “Monthly Contract Compliance Report for Construction Contractors”, each month no later than the 15th of the month following the reporting period beginning with the initial job conference and continuing through the completion of the project. Those contractors who have fewer than five employees or whose employees are all from the same family or who have completed the Form STD-21 within the past 12 months may, within the 15 days, request an exemption from the Form STD-21 submission requirement from the contracting agency.
- F.** Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.
- G.** The Commonwealth may cancel or terminate this Contract, and all money due or to become due under this Contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the Department may proceed with debarment or suspension and may place Contractor in the Contractor Responsibility File.

**36: CONTRACTOR INTEGRITY PROVISIONS.** 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 procurement process. 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 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 Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.
- C.** Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in 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.*; and the [Governor’s Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.](#), or to breach any other state or federal law or regulation.
- D.** Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.
- E.** Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the [Governor’s Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.](#) or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.
- F.** Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Commonwealth official or employee.
- G.** Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in

connection with the performance of work under the contract, except as provided in the contract.

- H. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, 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 Contractor's submission of the contract signed by Contractor.**
- I.** Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract without the prior written approval of the Commonwealth, except as required by the *Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104*, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the Commonwealth or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:
- i. Approved in writing by the Commonwealth prior to its disclosure; or
  - ii. Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or
  - iii. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
  - iv. Necessary for purposes of Contractor's internal assessment and review; or
  - v. Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or
  - vi. Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain: or
  - vii. Otherwise required by law.
- J.** Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has not been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with,

convicted of, or officially notified of a governmental determination of any of the following:

- i. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- ii. Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
  1. Obtaining;
  2. Attempting to obtain; or
  3. Performing a public contract or subcontract

Contractor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.
- iii. Violation of federal or state antitrust statutes.
- iv. Violation of any federal or state law regulating campaign contributions.
- v. Violation of any federal or state environmental law.
- vi. Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
- vii. Violation of the *Act of June 2, 1915 (P.L.736, No. 338)*, known as the *Workers' Compensation Act, 77 P.S. 1 et seq.*
- viii. Violation of any federal or state law prohibiting discrimination in employment.
- ix. Debarment by any agency or department of the federal government or by any other state.
- x. Any other crime involving moral turpitude or business honesty or integrity.

Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause upon such notification or when the

Commonwealth otherwise learns that Contractor has been officially notified, charged, or convicted.

- K.** If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by *Section 1641* of the *Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Contractor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:
- i. Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
  - ii. Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

To obtain a copy of the reporting form, Contractor shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

- L.** Contractor shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq.*, and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.
- M.** When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these 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 Commonwealth Inspector General in writing.
- N.** 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.

- O.** Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of 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 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 refers to or concern this contract.
- P.** 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.
- Q.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph 17.
- i. "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through an act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.
  - ii. "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 pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.
  - iii. "Contractor" means the individual or entity that has entered into this contract with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.
  - iv. "Financial interest" means:

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.
- v. “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.
  - vi. “Immediate family” means a spouse and any unemancipated child.
  - vii. “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.
  - viii. “Political contribution” means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

**37: CONTRACTOR RESPONSIBILITY PROVISIONS.** 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

**38: TAX LIABILITY CERTIFICATION.** The Bidder understands and agrees that if successful, as the Contractor, by execution of the contract they:

- A. Certify that the Contractor has no outstanding tax liability to the Commonwealth of Pennsylvania; and
- B. Authorize the Department of Revenue to release information related to its tax liability to the Department of General Services; and
- C. Authorize the Commonwealth to set off any state and local tax liabilities of the Contractor or any of its subsidiaries, as well as any other amount due to the Commonwealth from the Contractor, not being contested on appeal by the Contractor, against any payment due to the Contractor under a contract with the Commonwealth.

The certification of no outstanding tax liability is a material representation of fact upon which reliance is placed by the Department in entering into the contract. If it is later determined that

the Contractor knowingly rendered an erroneous certification, the Department may find the Contractor in default and terminate the contract. Such erroneous certification may also be grounds for the initiation of civil or criminal proceedings.

**39: ENVIRONMENTAL STATEMENT.** According to the Commonwealth Procurement Code, Act of May 15, 1998, P.L. 358, No. 57, 62 Pa.C.S. §§ 3301-3302, all invitations for bids and requests for bids for construction projects issued by any government agency shall set forth any provision of Federal and State statutes, rules and regulations dealing with the prevention of environmental pollution and the preservation of public natural resources that affect the projects.

The Bidder is hereby notified that this Project is subject to those statutes, rules and regulations shown on the following list and the Work must be carried out in compliance with these statutes, rules and regulations.

**40: APPLICABLE LAWS.** The Bidder is hereby notified that this Project is subject to those statutes, rules and regulations shown on the following list and the Work must be carried out in compliance with these statutes, rules and regulations.

#### **STATE LAW (Updated 2/26/14)**

##### **I. Purdon's Statutes - Title 3 (Agriculture)**

Fertilizer Act, Act of Dec. 13, 2001, 3 Pa. C.S.A. § 6701, et seq.

Soil and Plant Amendment Act, Act of Dec. 13, 2001, 3 Pa. C.S.A. § 6901, et seq.

PA Pesticide Control Act of 1973, Act of March 1, 1974 as amended, 3 P.S. § 111.21, et seq.

Agricultural Liming Materials Act, Act of March 17, 1978, as amended, 3 P.S. § 132-1, et seq.

The PA Plant Pest Act of 1992, Act of December 16, 1992 as amended, 3 P.S. § 258.1, et seq.

Noxious Weed Control Law, Act of April 7, 1982 as amended, 3 P.S. § 255.1, et seq.

Conservation District Law, Act of May 15, 1945 as amended, 3 P.S. § 849, et seq.

(Relating to weather modification), Act of January 19, 1968, as amended, 3 P.S. § 1101, et seq.

##### **II. Purdon's Statutes - Title 16 (Counties)**

(Relating to land use), Act of January 13, 1966 as amended, 16 P.S. § 11941, et seq.

##### **III. Purdon's Statutes - Title 18 (Crimes and Offenses)**

The Crimes Code, Act of December 6, 1972, as amended, 18 Pa. C.S.A. § 101, et seq.

##### **IV. Purdon's Statutes - Title 24 (Education)**

Public School Code of 1949, Act of March 10, 1949, as amended, 24 P.S. § 7-731, et seq.

#### **V. Purdon's Statutes - Title 30 (Fish)**

The Fish and Boat Code, Act of October 16, 1980, as amended, 30 Pa. C.S.A. § 101, et seq.

#### **VI. Purdon's Statutes - Title 32 (Forests, Waters and State Parks)**

(Relating to water power and water supply permits), Act of June 14, 1923, as amended, 32 P.S. § 591, et seq.

Water Well Drillers License Act, Act of May 29, 1956, as amended, 32 P.S. § 645.1, et sec.

(Relating to Flood Control Districts), Act of August 7, 1936, as amended, 32 P.S. § 653, et seq.

Flood Plain Management Act, Act of October 4, 1978, as amended, 32 P.S. § 679.101, et seq.

Storm Water Management Act, Act of October 4, 1978, as amended, 32 P.S. § 680.1, et seq.

Dam Safety and Encroachments Act, Act of November 26, 1978, as amended, 32 P.S. § 693.1, et seq.

(Relating to Stream Clearance), Act of June 5, 1947, as amended, 32 P.S. § 701, et seq.

(Relating to Potomac River Pollution), Act of May 29, 1945 (P.L. 1134, § 1), as amended, 32 P.S. 741 et seq. *Repealed in Part.* Section 4 of Act 1981, May 1, P.L. 22 No. 9, repeals this section to “the extent it required one of the members of the Interstate Commission on the Potomac River Basin to be a member of the Pennsylvania Commission on Interstate Cooperation.”

(Relating to Schuylkill River pollution), Act of June 4, 1945, as amend., 32 P.S. § 751.1, et seq.

(Relating to Delaware River pollution) Act of April 19, 1945 as amend. 32 P.S. § 815.31, et seq.

Delaware River Basin Compact, Act of July 7, 1961, as amended, 32 P.S. § 815.101, et seq.

Ohio River Valley Water Sanitation Compact, Act of April 2, 1945, as amended, 32 P.S. § 816.1, et seq.

Great Lakes Basin Compact, Act of March 22, 1956, as amended, 32 P.S. § 817.1, et seq.

Brandywine River Valley Compact, Act of September 9, 1959, as amend. 32 P.S. § 818, et seq.

Wheeling Creek Watershed Protection and Flood Prevention District Compact, Act of August 2, 1967, as amended, 32 P.S. § 819.1, et seq.

Susquehanna River Basin Compact, Act of July 17, 1968, as amended, 32 P.S. § 820.1, et seq.

Chesapeake Bay Commission Agreement, Act of June 25, 1985, as amended, 32 P.S. § 820.11, et seq.

(Relating to Preservation and Acquisition of Land for Open Space Uses), Act of January 19, 1968, as amended, 32 P.S. § 5001, et seq.

Land and Water Conservation and Reclamation Act, Act of January 19, 1968, § 2), as amended, 32 P.S. § 5101, et seq.

Bluff Recession and Setback Act, Act of May 13, 1980, as amended, 32 P.S. § 5201, et seq.

Wild Resource Conservation Act, Act of June 23, 1982, as amended, 32 P.S. § 5301, et seq.

#### **VII. Purdon's Statutes - Title 34 (Game)**

The Game and Wildlife Code, Act of July 8, 1986, as amended, 34 Pa. C.S.A. § 101, et seq.

#### **VIII. Purdon's Statutes - Title 35 (Health and Safety)**

(Related to public eating and drinking places), Act of May 23, 1945, as amended, 35 P.S. 655.1 et seq. *Repealed in Part.* Section 6(b) of Act 1994, repealed this section in so far as it is inconsistent with said act (3 Pa. C.S.A. § 6501, et seq.). §§ 655.1 to 655.11. §§ 655.12a to 655.13a repealed by 2010, Nov. 23, P.L. 1039, No.106, § 8(2)(ii), effective in 60 days [Jan.24, 2011]

The Public Bathing Law, Act of June 23, 1931, as amended, 35 P.S. § 672, et seq.

The Clean Streams Law (Related to the protection of public water supply), Act of June 22, 1937, as amended, 35 P.S. § 691.1, et seq.

PA Safe Drinking Water Act, Act of May 1, 1984, as amended, 35 P.S. § 721.1, et seq.

PA Sewage Facilities Act, Act of January 24, 1966 as amended, 35 P.S. § 750.1, et seq. Repealed in Part. Section 15 of Act 1990, July 1, repealed this section insofar as it relates to fee payments.

PA Solid Waste-Resource Recovery Development Act, Act of July 20, 1974, as amended, 35 P.S. § 755.1, et seq.

(Related to pollution from abandoned coal mines), Act of December 15, 1965 as amended, 35 P.S. § 760.1, et seq.

Low-Level Radioactive Waste Disposal Act, Act of February 9, 1988, as amended, 35 P.S. § 7130.101, et seq.

(Related to Camp Regulation), Act of November 10, 1959 as amended 35 P.S. § 3001, et seq.

Air Pollution Control Act, Act of January 8, 1960, as amended 35 P.S. § 4001, et seq.

Solid Waste Management Act, Act of July 7, 1980 as amended, 35 P.S. § 6018.101, et seq. *Repealed in Part.* Section 905(b) of Act 1988, Feb. 9, the Low-Level Radioactive Waste Disposal Act (35 P.S. § 7130.101, et seq.), repealed this section insofar as it is inconsistent with said act.

Radiation Protection Act, Act of July 10, 1984, as amended, 35 P.S. 7110.101, et seq. *Repealed in Part.* Section 17(b) of Act 1992, Dec. 18, provides that this section is repealed insofar as it is inconsistent with said act. Section 6(3) of 2007, July 13, P.L. 95, No. 31, imd. Effective, provides that “[a]ll other acts and parts of acts are repealed insofar as they are inconsistent with this act.

Worker and Community Right-to-Know Act, Act of October 5, 1984 as amended, 35 P.S. § 7301, et seq.

#### **IX. Purdon's Statutes - Title 36 (Highways and Bridges)**

State Highway Law, Act of June 1, 1945, as amended, 36 P.S. § 670-101, et seq. *Repealed in Part.* Section 4 of Act 1985, July 3, repealed this act insofar as it's inconsistent with said act.

Junkyards and Automotive Recycler Screen Law, Act of July 28, 1966, as amended, 36 P.S. § 2719.1, et seq.

Highway Vegetation Control Act of December 20, 1983 as amended, 36 P.S. § 2720.1, et seq.

#### **X. Purdon's Statutes – Title 37 APPENDIX (Historical & Museums)**

History Code, Act of May 26, 1988, as amd, 37 Pa.C.S.A. § 101, et seq.

#### **XI. Purdon's Statutes - Title 43 (Labor)**

General Safety Law  
(Related to General Safety), Act of May 18, 1937, as amended, 43 P.S. § 25-1, et seq.

Seasonal Farm Labor Act, Act of June 23, 1978, as amended, 43 P.S. § 1301.101, et seq.

#### **XII. Purdon's Statutes - Title 52 (Mines and Mining)**

Coal Refuse Disposal Control Act of September 24, 1968, as amended, 52 P.S. § 30.51, et seq.

Surface Mine Land Acquisition & Reclamation Law

(Related to Coal Land Improvement), Act of July 19, 1965, as amended, 52 P.S. § 30.101, et seq.

Mine Fire and Subsidence Remedial Project Indemnification Law

(Related to Mine Fires & Subsidence), Act of April 3, 1968, as amd. 52 P.S. § 30.201, et seq.

PA Anthracite Coal Mine Act, Act of November 10, 1965 as amended, 52 P.S. § 70-101, et seq.

(Related to discharge of coal into streams), Act of June 27, 1913 as amended, 52 P.S. § 631, et seq.

(Caving-in, Collapse, Subsidence), Act of May 27, 1921, as amended, 52 P.S. § 661, et seq.

Anthracite Coal Mining Regulation Law

(Related to Subsidence), Act of September 20, 1961 as amended, 52 P.S. § 672.1, et seq.

Anthracite Strip Mining and Conservation Act, Act of June 27, 1947 as amended, 52 P.S. § 681.1, et seq. Repealed in Part. Section 16 of Act 1971, Nov. 30, provided that this section repealed insofar as it is inconsistent with Act No. 147.

Anthracite Mine Drainage Law

(Related to control and drainage of water from coal formations), Act of July 7, 1955 as amended, 52 P.S. § 682, et seq.

Bituminous Coal Mine Safety Act, Act of July 7, 2008, 52 P.S. § 690-101, et seq.

(Related to Abandoned Mines – abandoned mines; sealing entries and air shafts), Act of May 7, 1935, as amended, 52 P.S. § 809, et seq.

(Related to maps and plans of mines), Act of June 15, 1911, as amended, 52 P.S. § 823.

Surface Mining Conservation and Reclamation Act, Act of May 31, 1945 as amended, 52 P.S. § 1396.1 et seq. *Repealed in Part.* Section 27 of Act 1984, Dec. 19, provides that, except as provided in § 3304 of this title, this section “is repealed to the extent that it applies to the surface mining of minerals other than bituminous and anthracite coal.”

The Bituminous Mine Subsidence and Land Conservation Act, Act of April 27, 1966, as amended, 52 P.S. § 1406.1, et seq.

Bituminous Mine Subsidence in Counties of the Second Class. (Related to cave-in or subsidence of surface above mines), Act of July 2, 1937, as amended, 52 P.S. § 1407, et seq.

(Related to Coal Stripping – Coal stripping Operation Defined), Act of June 18, 1941 as amended, 52 P.S. § 1471, et seq.

(Related to Coal under State Lands – Easements and Rights of Way), Act of June 1, 1933 as amended, 52 P.S. § 1501, et seq.

(Related to Mining Safety Zones – Establishment of Safety Zones), Act of Dec. 22, 1959 as amended, 52 P.S. § 3101, et seq. *Repealed in Part* – Act 1959, Dec. 22, P.L. 1994, No. 729 [52 P.S. §§3101 TO 3109], is repealed to the extent applicable to bituminous coal mines by 2008, July 7, P.L. 654, No. 55, §3101(b)(3), effective in 180 days [Jan. 5, 2009]

(Coal and Clay Mine Coal Subsidence Insurance Fund Law), Act of August 23, 1961 as amended, 52 P.S. § 3201, et seq.

Interstate Mining Compact, Act of May 5, 1966 as amended, 52 P.S. § 3251, et seq.

Noncoal Surface Mining Conservation and Reclamation Act, Act of December 19, 1984, as amended, 52 P.S. § 3301, et seq.

### **XIII. Purdon's Statutes - Title 58 (Oil and Gas)**

Oil and Gas Conservation Law, Act of July 25, 1961 as amended, 58 P.S. § 401, et seq.

PA Used Oil Recycling Act, Act of April 9, 1982, as amended, 58 P.S. § 471, et seq.

Coal & Gas Resource Coord. Act, Act of Dec. 18, 1984, as amended, 58 P.S. § 501, et seq.

(Relates to oil and gas), Act of February 14, 2012, 58 Pa. C.S.A. § 3201, et seq.

### **XIV. Purdon's Statutes Title 63 (Professions and Occupations)**

Water and Wastewater Systems Operators' Certification Act, Act of November 18, 1968 as amended, 63 P.S. § 1001, et seq.

### **XV. Purdon's Statutes - Title 64 (Public Lands)**

PA Appalachian Trail Act, Act of April 28, 1978, as amended, 64 P.S. § 801, et seq.

### **XVI. Purdon's Statutes - Title 71 (State Government)**

The Administrative Code of 1929, Act of April 9, 1929 as amended, 71 P.S. § 51, et seq.

### **XVII. Purdon's Statutes - Title 72 (Taxation and Fiscal Affairs)**

Project 70 Land Acquisition and Borrowing Act, Act of June 22, 1964 as amended, 72 P.S. § 3946.1, et seq.

(Related to pollution control services), Act of March 4, 1971 as amended, 72 P.S. § 7602.1, et seq. Deleted Section 7602.5 by the Act 2000, May 24. *Repealed in Part.* Section 7602.3 of the Act 2007, Dec. 18, was repealed to effectuate the enactment of 35 P.S. § 6021.4.

### **XVIII. Purdon's Statutes - Title 73 (Trade and Commerce)**

Infrastructure Development Act, Act of July 11, 1996, as amended, 73 P.S. § 393.21, et seq.

(Related to Explosives), Act of July 1, 1937 as amended, 73 P.S. § 151, et seq.; *Suspended in Part*. This section is suspended insofar as it is in conflict with the provisions of Reorganization Plan No. 8 of 1981. *See* 71 P.S. § 751-35.

(Related to Explosives), Act of July 10, 1957 as amended, 73 P.S. § 164, et seq. *Suspended in Part*. Section 164 is suspended insofar as it is in conflict with the provisions of Reorganization Plan No. 8 of 1981. *See* 71 P.S. § 751-35.

Purchase of Black Powder in Contiguous States

(Related to Black Powder), Act of May 31, 1974, 73 P.S. § 169 et seq.

(Related to excavation and demolition), Act of Dec.10, 1974 as amended, 73 P.S. § 176, et seq.

#### **XIX. Purdon's Statutes - Title 75 (Vehicles)**

Vehicle Code, Act of June 17, 1976, as amended., 75 Pa. C.S.A. § 101, et seq.

Snowmobile and All-Terrain Vehicle Law, Act of June 17, 1976, as amended, 75 Pa. C.S.A. § 7701, et seq.

(Related to hazardous materials transportation), Act of June 30, 1984, 75 Pa. C.S.A. § 8301, et seq.

#### **XX. Purdon's Statutes - Title 77 (Workmen's Compensation)**

Workers' Compensation Act, Act of June 2, 1915 as amended, 77 P.S. § 1, et seq.

PA Occupational Disease Act, Act of June 21, 1939, as amended, 77 P.S. § 1201, et seq.

#### **XXI. Other Statutes**

Infectious and Chemotherapeutic Waste Disposal

(Relating to Medical Waste-Manifesting and Transporter Licensing), Act of July 13, 1988, 35 P.S. § 6019.1, et seq.

Municipal Waste Planning, Recycling and Waste Reduction Act, Act of July 28, 1988, 53 P.S. § 4000.1501.

Hazardous Sites Cleanup Act, Act of October 18, 1988, 35 P.S. § 6020.101. Repealed insofar as inconsistent with the Hazardous Sites Cleanup Fund Funding Act, 35 P.S. § 6021.1 ET SEQ., PURSUANT TO 2007, Dec. 18, P.L. 486, No. 77, § 18(b) imd. effective

#### **XXII. Pennsylvania Constitution - Article I, Section 27**

**(Adopted May 18, 1971)**

#### **FEDERAL LAW**

Acid Precipitation Act of 1980 (42 U.S.C. § 8901-8912).

Act to Prevent Pollution from Ships (33 U.S.C. § 1901-1915).

Americans with Disabilities Act of 1990, (42 U.S.C. § 12101-12213 and 47 U.S.C. § 225 and 611).

Asbestos Hazard Emergency Response Act of 1986 [see Toxic Substances Control Act secs. 201-214 (15 U.S.C. § 2641-2656)].

Atomic Energy Act of 1954 (42 U.S.C. § 2014, 2021, 2021a, 2022, 2111, 2113, 2114).

Aviation Safety and Noise Abatement Act of 1979 (49 U.S.C. § 47501-47510).

Clean Air Act (42 U.S.C. § 7401-7642).

Clean Water Act [see Federal Water Pollution Control Act].

Coastal Zone Management Act of 1972 (16 U.S.C. § 1451-1466).

Comp.Env.Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9601-9675).

Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. § 11001-11050).

Energy Supply and Environmental Coordination Act of 1974 (15 U.S.C. § 791-798).

Environmental Quality Improvement Act of 1970 (42 U.S.C. § 4371-4375).

Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. § 136-136y).

Federal Land Policy and Management Act of 1976 (43 U.S.C. § 1701-1784).

Federal Water Pollution Control Act (33 U.S.C. § 1251-1387).

Geothermal Energy R& Development, Demonstration Act of 1974 (30 U.S.C. § 1101-1164).

Global Climate Protection Act of 1987 (15 U.S.C. § 2901 note).

Hazardous Substance Response Revenue Act 1980 (see 26 U.S.C. § 4611, 4612, 4661, 4662).

Low-Level Radioactive Waste Policy Act (42 U.S.C. § 2021b-2021d).

Marine Protection, Research, and Sanctuaries Act of 1972 (33 U.S.C. § 1401-1445)

National Climate Program Act (15 U.S.C. § 2901-2908).

National Environmental Policy Act of 1969 (42 U.S.C. § 4321-4370h).

Noise Control Act of 1972 (42 U.S.C. § 4901-4918).

Nuclear Waste Policy Act of 1982 (42 U.S.C. § 10101-10270).

Outer Continental Shelf Land Act Amendments of 1978 (43 U.S.C. § 1801-1866).

Public Health Service Act (42 U.S.C. § 300f-300j-11).

Safe Drinking Water Act [ Public Health Service Act 1401-1451 (42 U.S.C. § 300f-300j-26)].

Soil and Water Resources Conservation Act of 1977 (16 U.S.C. § 2001-2009).

Solid Waste Disposal Act (42 U.S.C. § 6901-6991i).

Surface Mining Control and Reclamation Act of 1977 (30 U.S.C. § 1201-1328)

Toxic Substances Control Act (15 U.S.C. § 2601-2695d).

Uranium Mill Tailings Radiation Control Act of 1978 (42 U.S.C. § 7901-7942).

Water Resources Research Act of 1984 (42 U.S.C. § 10301-10309).