

Date of Issue: September 11, 2020

Department of General Services
Energy and Resource Management Office
401 North Street, Room 403 North Office, Harrisburg, PA 17120

Bulletin Number 1
on

Project No. GESA 2020-1 – Request for Quotes for a Guaranteed Energy Savings Project at:
Department of Corrections, SCI Fayette, La Belle, Pennsylvania

Quote Submission Deadline: Monday, October 5, 2020
Time of Opening: 2:00 PM

REQUEST FOR INFORMATION

1. Please provide the sign in sheet from the pre-quote meeting. **The sign in sheet is attached to this bulletin as Attachment A.**
2. Please provide a copy of SCI Fayette's current contract with Fayette Thermal. **The current contract is attached to this bulletin as Attachment B.**
3. Please provide electrical and lighting drawings if they are available. **Unfortunately, there are not any electronic versions of these drawings available. However, the hard copies can be viewed as part of a site visit. If you are interested in viewing them onsite, let Michael Booker know when you schedule your visit so they can be pulled for your visit.**

ADDITIONAL INFORMATION PROVIDED BY USING AGENCY

1. There are ventilation issues in the dietary area and the bathrooms on "K" block with steam removal.
2. The Siemens system is obsolete and is causing issues.



Rebecca Tomlinson, RFQ Coordinator
Energy & Resource Management Office

Please acknowledge receipt of Bulletin by email response to Becky Tomlinson at:
retomlinso@pa.gov

**ATTACHMENT A
to
BULLETIN 1
for
GESA 2020-1 SCI Fayette**

GESA 2020-1 SCI FAYETTE PRE QUOTE MEETING

8/25/20 10 am Skype

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David Robb	The Efficiency Network	david.robb@tensaves.com	412-722-9845

ATTACHMENT B
to
BULLETIN 1
for
GESA 2020-1 SCI Fayette

STEAM SALE AGREEMENT
BETWEEN
FAYETTE THERMAL L.L.C.
AND
COMMONWEALTH OF PENNSYLVANIA

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STEAM SALE AGREEMENT

This Steam Sale Agreement (“Agreement”) is made and entered into as of this ____ day of September, 2000, at Camp Hill, in the County of Cumberland, by and between FAYETTE THERMAL L.L.C. , a Pennsylvania limited liability company having its registered office, at Garfield Square, 450 West Market Street, P.O. Box 450, Pottsville, PA 17901, c/o Cerullo, Datte & Wallbillich, P.C. (“Seller”) and the Commonwealth of Pennsylvania, acting through the Department of Corrections, with its principal offices at 2520 Lisburn Road, Camp Hill, Pennsylvania, 17011, (“Commonwealth”), for the purpose of providing all of Commonwealth’s requirements for steam at a 670,000 square foot state correctional institution (“SCI-Western”) which will be operated by the Commonwealth in Luzerne Township, Fayette County, Pennsylvania, as more particularly described in Attachment 1 to this Agreement.

WITNESSETH

WHEREAS, Commonwealth has planned for the construction of SCI-Western, and is in need of steam to be used therein; and

WHEREAS, Seller is willing to finance, construct, operate, own, manage, and maintain an off-site facility (“the Facility”) to produce and deliver steam, using coal as the primary fuel source, to SCI-Western at a terminal point in a steam line owned by the Commonwealth as depicted on Attachment 1 to this Agreement; and

WHEREAS, Seller is willing to furnish, install, operate, maintain and lease to the Commonwealth three (3) 9.85 million Btu per hour gas fired boilers and associated equipment on site in the central power plant at SCI-Western (the “On-Site Equipment”), as more particularly described in Attachment 2 to this Agreement; and

WHEREAS, Commonwealth is willing to compensate Seller separately for the steam, services and On-Site Equipment which are provided;

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, and intending to be legally bound hereby, Seller and Commonwealth hereby agree as follows:

ARTICLE I

PURCHASE, SALE AND DELIVERY OF ENERGY

1.1 Commencing upon the SCI-Western Readiness Date (as defined in Article 4 below), Seller agrees to furnish and sell to Commonwealth and Commonwealth agrees to purchase from Seller all of the steam required by Commonwealth to provide hot water, chilled water for cooling, process and space heat at SCI-Western (“the Requirements”), as further described in Article 5, below.

1. Commonwealth agrees that it shall, subject to the provisions of Article 2 below, take or pay for a minimum of 140,000mm Btu’s per year measured in dollars per 1000 lbs of steam at 125 p.s.i. as described in Attachment 3.
2. Seller agrees that it will provide, subject to the provisions of Article 2 below, all of SCI-Western’s steam requirements from Seller’s Facility, and will also operate the On-Site Equipment at SCI-Western, for additional capacity or use during failure or maintenance of the Facility, as described in the Attachments.

3. For purposes of this Agreement, a “year” shall be a twelve (12) month period beginning on the Effective date as defined in Article 3, and each anniversary date thereafter.
4. Steam produced by Seller shall be delivered to Commonwealth in the manner described in Attachment 3 and at the point of delivery depicted on Attachment 1.
5. Commonwealth agrees that it will not use steam from any source, other than as provided in this Agreement, to provide hot water, chilled water for cooling, process and space heat at the SCI-Western.

ARTICLE 2

COMPENSATION AND BILLING

- 2.1 Commonwealth agrees to pay Seller monthly for the services described herein, based on the number of pounds of steam consumed and a monthly lease/maintenance payment for use and maintenance of the On-Site Equipment. The price for the said steam and the monthly lease/maintenance payment shall be as shown on Attachment 4.
- 2.2 Seller shall bill Commonwealth every calendar month for the previous calendar month. Payments will be due and payable thirty (30) days after receipt of a proper invoice. Late payments shall be subject to interest at the Commonwealth’s standard rate.
- 2.3 The quantity of steam consumed by the Commonwealth shall be equal to the amount delivered to the Commonwealth’s distribution system at the SCI-Western connection, as measured by a 24 hour recording steam flow meter installed at the point of delivery.

1. One meter shall be located at the point of delivery of steam from the Facility to SCI-Western. A second meter shall be installed at the delivery point of the connection of the On-Site Equipment at SCI-Western to the distribution system. The meters shall be adequate to assure that the measurement of steam consumed by the Commonwealth is accurate. The meters shall be compensated for the actual pressure and temperature of the delivered steam. All costs and expenses related to the installation and maintenance of these meters will be the responsibility of Seller. The meters will be installed so as to permit access thereto by Seller's personnel during normal operating hours.
2. After reasonable notice to Seller, Commonwealth will be entitled, in the presence of Seller, to inspect and test the meters. Meters registering not more than one (1%) above or below recognized comparative standards shall be deemed accurate. Regardless of Commonwealth's right to inspect upon reasonable notice, Seller shall inspect and test the meters on an annual basis.
3. In the event that any meter is tested, by either party, and found to register more than one (1%) percent above or below the recognized comparative standard, or for any reason fails to register the quantity of steam consumed by Commonwealth, such meter shall, for the purpose of this Agreement, be considered defective and inaccurate, and Seller shall expeditiously restore it or cause it to be restored to a condition of accuracy, or shall replace it. In such event, an appropriate corrective billing adjustment shall be made, based on all known pertinent facts, for either (i) the actual period (if determinable) during which inaccurate metering occurred, or (ii) if such period is not reasonably ascertainable, for a period equal to the time elapsed since the date of the last invoice (or since the date steam

was first delivered hereunder, in the event that no prior test shall have occurred), but in no event for a period longer than one month.

2.4 At all times during the existence of this Agreement, Seller shall save Commonwealth harmless from all taxes, fees, and assessments which may be levied upon or in respect of the Facility or its operation, and shall save Commonwealth harmless from any other charge of any character which may be imposed or incurred by any public authority as an incident to title to, ownership of, or operation of the Facility or the steam lines, pumps, meters and condensate return system related to the Facility (collectively “the Off-Site Equipment”).

2.5 The price for this Agreement, as further described in Article 4, is based on the prime interest rate, as published in the Wall Street Journal on April 28, 2000, the date of the submission of the accepted original proposal.

2.6 This Agreement was based on the assumption that the Commonwealth will provide liability insurance for the On-Site Equipment. Should Seller be required to obtain its own liability insurance for the On-Site Equipment, the Commonwealth will reimburse the Seller the actual costs of said liability insurance.

ARTICLE 3

EFFECTIVE DATE AND TERM

3.1 The term of this Agreement shall begin on the Effective Date and run continuously from such date until the twentieth (20th) anniversary of the date steam is first required, as described in Article 4, Section 4.3, unless earlier terminated as provided for by this Agreement.

- 3.2 The Effective Date shall be the date affixed in the Preamble to this Agreement by the Contracting Officer for the Commonwealth only after the Agreement has been fully executed by Seller and the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained.
- 3.3 Either party may request renewal of this Agreement by giving written notice to the other no later than one hundred eighty (180) days prior to the twentieth (20th) anniversary of the steam start date or the fifth (5th) anniversary of any renewal date. To accept such renewal, the party receiving such notice shall respond no later than ninety (90) days thereafter with written notice of acceptance or intent to renegotiate specific provisions of this Agreement. The renewal term of any renewed or renegotiated Agreement shall be for five (5) years.

ARTICLE 4

SCI-WESTERN READINESS DATE

- 4.1 It is expected that construction of SCI-Western will be completed and that SCI-Western will be accepted and occupied by the Department of Corrections no later than March 1, 2002 (“the SCI-Western Readiness Date”).
- 4.2 Seller must be prepared to furnish all of SCI-Western’s steam requirements in accordance with the conditions set forth in Article 5 hereof and shall commence the operation and maintenance of the Facility and the On-Site Equipment on the SCI-Western Readiness Date; provided, however, if Seller is unable to furnish SCI-Western with all or any part of the Requirements as of such date as a result of any action or failure to act in accordance with this Agreement on the part of the Commonwealth or the Department of Corrections, or any of their agents or employees, Seller’s

obligation to provide the Requirements as of the SCI-Western Readiness Date, shall be excused as to that part until such action or failure to act has been cured and Seller is given an additional amount of time equal to the period of time it takes the Commonwealth to cure its action or failure to act in accordance with this Agreement.

- 4.3 As of October 1, 2001, Seller must furnish the minimum take or pay steam supply to SCI-Western at the agreed upon rate of 140,000 mmbtu per year. The Commonwealth will then commence payment to the Seller upon the terms and conditions set forth in Attachment 4.
- 4.4 Seller must notify the Commonwealth immediately in writing of any action or failure to act by the Commonwealth which will interfere with its obligation to provide the Requirements in a timely manner; otherwise it shall waive its right to claim that the Commonwealth interfered with its performance.
- 4.5 Commonwealth shall use its best efforts to assist Seller in obtaining all necessary permits and approvals for installation of the Off-Site Equipment and On-Site Equipment. No separate fixed fee shall be charged to Commonwealth for any of these services. In no event shall Commonwealth be responsible for payments of these permit fees.

ARTICLE 5

PROJECT REQUIREMENTS

- 5.1 The Facility must include the elements described in Attachment 2. The primary source of steam will be coal; provided, however, that Seller may use other types of fuel during emergency or peak conditions to meet the Commonwealth's Requirements, up to the design capability, as stated in Attachment 2. Additionally, Seller may meet the Commonwealth's Requirements by utilizing the On-Site Equipment.

5.2 The Facility and Off-Site Equipment will be constructed, operated and maintained by Seller at its expense. -

1. The Commonwealth will provide cascade-style heat exchangers.
2. The condensate return system shall exclude condensate tank pumps to transport condensate back to the plant. Those items are provided at the Commonwealth's expense.
3. The Facility shall also include, at the point of connection with the SCI-Western distribution system, a twenty-four (24) hour recording steam flow meter. All costs and expenses related to the installation and maintenance of these lines, and meters at the above mentioned connection point, will be the responsibility of Seller, unless as otherwise expressly provided in this Agreement.

5.3 Seller shall, at its expense, obtain any easements required for installation of the steam transmission lines on the property of any person or entity other than the Commonwealth. There shall be no obligation on the part of Seller with respect to the construction, operation or maintenance of SCI-Western or any of the Commonwealth's machinery and equipment.

5.4 Commonwealth shall grant to Seller such rights of access to and around SCI-Western as is necessary to permit Seller to install, operate and maintain the Facility, its components and lines, meters, condensate return system and other machinery, equipment and installations required by Seller for the installation, operation and maintenance of the Facility and to otherwise fulfill its obligations under this Agreement.

ARTICLE 6

SERVICE

- 6.1 Steam shall be provided to SCI-Western at a pressure of 125 lbs. per square inch at the point of connection; (terminal point). Steam shall be delivered in a moisture free saturated state (h=1193.0 Btu/lb.). Seller will maintain and operate the Facility in a manner that will provide the standards of steam service for hot water, chilled water for cooling, process and space heating which are described in Attachment 3.
- 6.2 The parties shall each bear responsibility for replacing any components of the facilities or equipment they own.
- 6.3 Seller shall provide all necessary maintenance and repair services to the Facility, Off-Site Equipment and On-Site Equipment. Commonwealth shall incur no cost for such service; provided, however, that when the need for maintenance or repairs principally arise due to the actions, failure to act, negligence or willful misconduct of Commonwealth or any employee or other agent of Commonwealth, Seller may charge Commonwealth for the actual cost of the maintenance or repair insofar as such cost is not covered by any warranty or insurance proceeds; provided, further, that Seller shall bear the cost where the action of the Commonwealth is to compel maintenance or repairs required to comply with regulatory or statutory standards governing the operation of the Facility. All repairs, parts, devices, accessories, and improvements of any kind or nature furnished by Seller shall belong to and become property of Seller.

- 6.4 Commonwealth shall provide appropriate notification to Seller if it knows of (i) any material malfunction in the operation of the Facility, Off-Site Equipment or On-Site Equipment, or (ii) any interruption or alteration to the energy supply to SCI-Western. Seller shall provide appropriate response to any such notice within one (1) hour from Seller's receipt of such notification. Seller shall take the appropriate steps to repair the Facility, Off-Site Equipment or On-Site Equipment as soon as is reasonably practicable. Commonwealth shall notify Seller forthwith upon its learning of any emergency condition affecting the Facility, Off-Site Equipment or On-Site Equipment. Seller shall respond to notification of any emergency condition in regard to the loss of the energy supply to SCI-Western within one (1) hour from Seller's receipt of such notification. In the event that Seller knows that there will or may be a temporary or permanent disruption in the supply of steam to SCI-Western, it shall notify Commonwealth as soon as Seller possesses such knowledge.
- 6.5 In the event of an equipment malfunction or an emergency condition or for any other reason, Seller shall have the option, at its sole discretion, to utilize the On-Site Equipment referenced in Attachment 2 to provide for the Requirements of SCI-Western. The Commonwealth has the right to operate the On-Site Equipment if Seller fails to respond within the one (1) hour time period to the notice of interruption or alteration of steam supply to SCI-Western.
- 6.6 Seller is responsible for providing training for staff from SCI-Western in the operation of the On-Site Equipment. Said training shall be completed prior to the SCI-Western Readiness Date. Commonwealth shall be responsible for on-going training of its personnel with respect to the operation of the On-Site Equipment as there is staff turnover over time. Seller's sole responsibility for training subsequent to the SCI-Western Readiness Date shall be limited to circumstances in

which Seller makes modifications to the On-Site Equipment which require additional training of staff at SCI-Western.

6.7 Commonwealth shall not operate, maintain, move, remove, alter, or change in any way the On-Site Equipment or any part thereof without prior written approval from the Seller. Notwithstanding the foregoing, Commonwealth may take reasonable steps to protect the On-Site Equipment and the Premises if, due to an emergency, it is not possible or reasonable to notify Seller before taking any such actions. In the event of such an emergency, Commonwealth shall exercise due diligence to protect the On-Site Equipment from damage or injury and shall follow instructions for emergency action provided in advance by Seller. Commonwealth agrees to maintain SCI-Western in good repair and to make reasonable efforts to protect and preserve all portions thereof which may affect the operation or maintenance of the On-Site Equipment.

6.8 The Commonwealth shall return to Seller, via the condensate return line, all condensate from the steam transmission. Condensate return shall be at 225° Fahrenheit, saturated h= 193.2 BTU/lb. as it leaves SCI-Western.

ARTICLE 7

UPGRADING OR ALTERING THE EQUIPMENT

7.1 With respect to the Facility, Off-Site Equipment and the On-Site Equipment, Seller shall at all times have the right to replace, delete, or substantially alter any item, add additional equipment, revise any of its operating procedures, or take other action; provided, however, that no such action, which may adversely affect the steam production, shall be taken without the Commonwealth's approval, which approval shall not be unreasonably withheld. Seller must obtain Commonwealth's approval for any

such actions requiring work on the property of SCI-Western. All replacements, deletions, substantial alterations, or additions or revisions to the prescribed procedures shall be described in an additional schedule to be attached hereto at any time. Replacements, substantial alterations, or additions shall belong to and become property of Seller for purpose of this Agreement.

ARTICLE 8

OWNERSHIP

- 8.1 Seller shall own the Facility, Off-Site Equipment and the On-Site Equipment throughout the term of this agreement, except as set forth in Section 8.3. To the degree applicable, the Facility, Off-Site Equipment and On-Site Equipment shall remain personal property, and no item hereof shall become a fixture of SCI-Western, notwithstanding its installation on or attachment to real property or any improvement located thereon. Plates or markings may be affixed to or placed on the Facility (to the degree applicable), the Off-Site Equipment or On-Site Equipment by Seller to indicate its ownership.
- 8.2 Commonwealth shall not, by virtue of this Agreement, acquire any interest in any formulas, patterns, devices, secret inventions or processes, copyright, patent, other intellectual or proprietary rights, or similar items of property which are or may be used in connection with the Off-Site Equipment. In the course of providing services to the Commonwealth under this Agreement, Seller will be providing manuals and other written representations of its Off-Site Equipment and Facility technology to the Commonwealth. The Commonwealth agrees that it shall hold all such materials strictly confidential, limiting their dissemination to employees or contractors working with the On-Site Equipment. In no event shall Commonwealth allow copies to be made of any such manuals or

written evidence of Seller's technology, and no third parties may be provided any copies of any such written material from Seller.

- 8.3 Upon the expiration of the initial twenty-year term of this Agreement the On-Site Equipment installed by Seller at SCI-Western shall become the property of the Commonwealth for the sum of one (\$1.00) dollar.

ARTICLE 9

DISPOSAL OF EQUIPMENT

- 9.1 Upon termination of this Agreement under Article 14, Article 17 or Article 15, Section 15.3(1) hereto, the Commonwealth shall pay to Seller the following amounts:

1. Relative to the On-Site Equipment, the principal amount due and owing as of the date of termination, plus any unpaid amounts previously due, pursuant to the amortization table attached to this Agreement as Attachment 5, plus any unpaid amounts for services provided under the Agreement prior to termination.
2. Relative to the Facility and Off-Site Equipment, the fair market value of same to be determined on the basis of appraisals done by competent professionals in the relevant industry, either by an appraiser agreed to by the Seller and the Commonwealth or, failing the agreement of the parties to the selection of a single appraiser, by the average of two appraisals, one done by an appraiser for each of the parties. In no event shall the value of the Facility and Off-Site Equipment, for the purposes of this section, be less than the outstanding balance owed by the Seller on its debt for the initial purchase, construction and installation of the Facility and Off-Site Equipment.

9.2 Upon termination of this Agreement under Article 18 or Article 15, Section 15.3(2) hereto, should the Commonwealth choose to exercise its option under this Article, the amount which shall be paid to the Seller for either the On-Site Equipment and/or Off-Site Equipment and Facility shall be determined in accordance with the provisions of Section 9.1, above.

ARTICLE 10

BONDS

10.1 Seller must furnish the following bonds:

Through completion of construction of the Facility and final payment by Seller therefore, a payment bond in the amount of Four Million dollars (\$4,000,000.00). Such bond shall be solely for the protection of claimants supplying labor or materials to Seller or to any of its subcontractors, in the construction of the Facility, and construction and installation of Off-Site and On-Site Equipment and shall be conditioned for the prompt payment of all such material furnished or labor supplied or performed in the prosecution of the work. "Labor and materials" shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site.

ARTICLE 11

INSURANCE

11.1 At all times during the term of this Agreement, Seller shall maintain in full force and effect, at its expense: (i) Worker's Compensation Insurance sufficient to cover all of the employees of Seller

working to fulfill this Agreement; (ii) comprehensive general liability insurance, the limits of which shall be not less than \$1,000,000 for injury to or death of one person in a single occurrence and \$3,000,000 for injury to or death of more than one person in a single occurrence and \$500,000 for a single occurrence of property damage; and (iii) property and casualty insurance on the Facility, Off-Site Equipment and On-Site Equipment in such amounts as cover restoration or replacement. Such policies shall name the Commonwealth of Pennsylvania as an additional insured.

- 11.2 Prior to commencement of work under this Agreement, Seller will be required to provide Commonwealth with current certificates of insurance specified above. These certificates shall contain a provision that coverages afforded under the policies will not be cancelled or changed until at least thirty (30) calendar days, prior written notice has been given to Commonwealth.

ARTICLE 12

RISK OF LOSS AND INDEMNIFICATION

- 12.1 Seller shall be responsible for and shall bear the full risk of loss (i) with respect to any loss of or damage to the Facility, Off-Site Equipment and On-Site Equipment; and (ii) with respect to any personal injury or loss of or damage to any other property arising out of the use of the Facility, Off-Site Equipment and On-Site Equipment. The preceding sentence shall not apply to loss, damage, or injury arising out of the actions, failure to act in accordance with this Agreement, negligence or willful misconduct by Commonwealth, or any agent or employee of Commonwealth.

12.2 Seller shall save and hold harmless Commonwealth, and its officers, agents and employees or any of them from any and all claims, demands, actions or liability of any nature based upon or arising out of:

1. any services performed by Seller, its agents or employees under this Agreement, except such services as are properly performed at the express direction of Commonwealth; and
2. the use by Seller of any copyrighted or non-copyrighted composition, security, deed, process, patented invention, article or appliance furnished or used in the performance of any service hereunder; and
3. the negligent, or equally or more culpable, conduct by Seller, its agents, subcontractors and employees during the term of or in connection with the performance of this Agreement.

12.3 Seller shall defend any suit or proceeding brought against Commonwealth on account of any alleged patent, copyright and trademark infringement of any of the products provided or used by Seller under this Agreement. This is upon the condition that Commonwealth shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same. As principles of governmental or public laws are involved, Commonwealth may participate in the defense of any such action. Seller shall pay all damages and costs awarded therein against Commonwealth. If information and assistance are furnished by Commonwealth at Seller's written request, it shall be at Seller's expense, but the responsibility for such expense shall be only that within Seller's written authorization. If any of the products provided by Seller are, in such suit or proceeding, held to constitute infringement and the use thereof is enjoined (or any time prior to the issuance if Seller elects to do so at an earlier time), Seller shall, at its own expense and at its

option, either procure the right to continue use of such infringement products, replace them with non-infringing items, or modify them so that they are no longer infringing. If Seller is unable to do any of the preceding, this Agreement shall be terminated and Commonwealth shall be entitled to the remedy specified in Article 18.

- 12.4 Commonwealth shall hold Seller harmless with respect to any misuse or damage of the On-Site Equipment during the Commonwealth's operation of the On-Site Equipment, and any misuse or damage thereof by Commonwealth's agents, employees or contractors, except when such damage to the On-Site Equipment resulted from actions properly performed by Commonwealth, its agents, employees, or contractors at the express direction of Seller.. Further, Commonwealth shall hold Seller harmless in connection with any problems caused by Commonwealth, or any interruption in Seller's ability to perform under this Agreement, resulting from any failure of the condensate return pumps, failure of the Commonwealth's hot water circulating system within SCI-Western, or any damage caused to the Off-Site Equipment or On-Site Equipment due to or resulting from any of Commonwealth's other operating systems.
- 12.5 While Seller has undertaken to obtain all emissions permits required in connection with all of the operations of SCI-Western, Seller assumes no liability, and Commonwealth acknowledges that it has no recourse against Seller, in connection with emissions from SCI-Western other than those emanating from the Facility, Off-Site Equipment and On-Site Equipment.

ARTICLE 13

CONDEMNATION OF, DAMAGE TO, OR DESTRUCTION OF FACILITY OR EQUIPMENT

- 13.1 If the Facility or any item of the Off-Site Equipment or On-Site Equipment is damaged, destroyed, or lost as a result of an event, which is covered by insurance, Seller will utilize the insurance proceeds to repair or replace the Facility, Off-Site Equipment or On-Site Equipment. If the Facility or the Off-Site Equipment has been extensively damaged or destroyed by uninsured casualty, Seller may either (i) invest the additional funds needed to repair or replace the Facility or Off-Site Equipment, or (ii) terminate this Agreement by written notice to the Commonwealth. In the event the Seller chooses to terminate this Agreement under this section and the On-Site Equipment has not been destroyed or damaged, the Commonwealth shall dispose of the On-Site Equipment pursuant to Article 9, Section 9.1(1). If the On-Site Equipment has been extensively damaged or destroyed by uninsured casualty, other than a casualty covered by Article 15, Seller may either (i) invest the additional funds needed to repair or replace the On-Site Equipment, or (ii) terminate this Agreement as it pertains to the On-Site Equipment.
- 13.2 If the Facility or Off-Site Equipment is destroyed or damaged to the extent that the supply of steam to SCI-Western has stopped and Seller has not commenced repair work and proceeded with the same on the Facility or Off-Site Equipment in a reasonably diligent manner within twenty (20) days from the date of damage or destruction, Commonwealth may terminate this Agreement by giving written notice thereof to Seller. In the event the Commonwealth chooses to terminate this Agreement under this section and the On-Site Equipment has not been destroyed or damaged, the Commonwealth shall dispose of the equipment pursuant to Article 9, Section 9.1(1).
- 13.3 In the event of dispute, resolution shall be in accordance with the procedures set forth in Article 19, Disputes.

13.4 In the event of condemnation of the Facility, Seller may terminate this Agreement by giving written notice thereof to Commonwealth. Should such a termination occur, this Agreement will remain in effect relative to the On-Site Equipment.

ARTICLE 14

CASUALTY OR CONDEMNATION OF SCI-WESTERN

14.1 If any casualty affecting any portion of SCI-Western renders a majority of the institution unusable and the affected portion is not reconstructed or restored within one hundred and twenty (120) days from the date of such casualty, Seller or Commonwealth may terminate this Agreement by giving written notice thereof to the other party. Upon such termination, Seller may dispose of the On-Site Equipment in accordance with Article 9.

ARTICLE 15

FORCE MAJEURE

15.1 If Seller or Commonwealth shall be unable to carry out any of its obligations under this Agreement due to events beyond its control, including but not limited to acts of God, governmental or judicial authority, insurrections, riots, labor disputes, labor or material shortages, fires, explosions, or floods, this Agreement shall remain in effect, but the party's obligations shall be suspended until the uncontrollable event terminates. When such a cause arises, the party shall immediately notify the other party in writing.

15.2 If the first party's performance continues to be interrupted for a period in excess of one hundred and twenty (120) days after notification, the second party may terminate this Agreement unless such continued interruption of the first party's performance is due to an act or failure to act in accordance with this Agreement on the part of the second party, or any agent or employee of the second party in which event, the second party shall have the right to terminate this Agreement if the first party's performance does not resume within one hundred twenty (120) days from the date on which such acts or omissions to act are cured by the second party. The first party must notify the second party in writing immediately of any action or failure to act, which is causing the interruption of the first party's performance; otherwise, the first party shall waive its claim that the second party interfered with its performance.

15.3 Should a termination occur under this Article, the following provisions apply:

1. If the Force Majeure causing the interruption in performance under this Agreement is primarily impacting, involving or a direct result of the Commonwealth's business operations, the Seller may choose to dispose of The On-Site Equipment, Off-Site Equipment and Facility under Article 9.
2. If the Force Majeure causing the interruption in performance under this Agreement is primarily impacting, involving or a direct result of the Seller's business operations, the Commonwealth may choose to dispose of the On-Site Equipment and Off-Site Equipment/Facility under Article 9 or require Seller to remove the On-Site Equipment within fifteen (15) working days of the Seller receiving written notice of same.

ARTICLE 16

EVENTS OF DEFAULT

16.1 Each of the following events or conditions shall constitute an “Event of Default” by Commonwealth:

1. Any failure by Commonwealth to pay Seller the compensation required by Section 2.2 for a period of more than thirty (30) days after notification by Seller that Commonwealth is delinquent in making payment. In the event that Commonwealth fails to make payments due under this Agreement for reason of lack of adequate appropriations from the General Assembly to operate SCI-Western, the obligation to make future payments shall cease except for those payments for which funds were appropriated but not paid. Said payments constitute current expenses of the Commonwealth and the Commonwealth’s obligations under this Agreement are from year to year only and do not constitute a mandatory payment obligation of the Commonwealth in any ensuing fiscal year beyond the current fiscal year. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Commonwealth within the meaning of any constitutional or statutory debt limitation;:-
2. Any other material failure by Commonwealth to perform or comply with the terms and conditions of this Agreement, including breach of any covenant contained herein, provided that such failure continues for thirty (30) days after notice to Commonwealth demanding that such failure to perform be cured or, if cure cannot be effected in such thirty (30) days, without commencement of a cure and diligent subsequent completion thereof.

16.2 Each of the following events or conditions shall constitute an “Event of Default” by Seller:

1. The standards of service set forth in Attachment 4 are not provided due to failure of Seller to maintain, repair, or adjust the Facility, Off-Site Equipment or the On-Site Equipment, except where such failure results from the actions, failure to act in accordance with this Agreement, negligence or willful misconduct of Commonwealth or any employee or other agent of Commonwealth, and said failure continues for thirty (30) days after notice to Seller without good faith efforts by Seller to make the necessary repairs or adjustments;
2. Any material representation or warranty furnished by Seller in this Agreement is false or misleading in any material respect when made; and
3. Inability to furnish SCI-Western with its requirements for steam on the SCI-Western Readiness Date, as the case may be, except where such inability results from the actions, failure to act in accordance with this Agreement, negligence or willful misconduct of Commonwealth or any employee or other agent of Commonwealth or is otherwise excused or allowed pursuant to this Agreement.

ARTICLE 17

REMEDIES UPON DEFAULT BY COMMONWEALTH

- 17.1 If an Event of Default by Commonwealth occurs, Seller may elect one of the following remedies:
1. Exercise all remedies available at law or at equity or other appropriate proceedings including bringing an action or actions from time to time for recovery of amounts due and unpaid by Commonwealth, but not special, incidental or consequential damages; and
 2. Without recourse to legal process, terminate this Agreement by delivery of a notice declaring termination, enter SCI-Western and dismantle and/or remove its On-Site

Equipment from the premises, without liability to Commonwealth or its assigns, and bring an action for damages; or

3. Without recourse to legal process, terminate this Agreement by delivery of a notice declaring termination and informing the Commonwealth that it wishes to dispose of the Facility, Off-Site Equipment, and/or On-Site Equipment in accordance with Article 9, Section 9.1

17.2 Any action for damages brought by Seller for reason of default caused by non-appropriation of funds to operate SCI-Western shall be limited to damages for services actually rendered but unpaid.

17.3 No provision of this Article or this Agreement shall be construed to limit the sovereign immunity of the Commonwealth.

ARTICLE 18

REMEDIES UPON DEFAULT BY SELLER

18.1 If an Event of Default by Seller occurs, Commonwealth may terminate this Agreement by delivery of a written notice declaring termination; whereupon Commonwealth has the option of requiring Seller to remove the On-Site Equipment or to dispose of the On-Site Equipment in accordance with Article 9, Section 9.1(1). Should the Commonwealth require the removal of the On-Site Equipment, Seller shall have fifteen (15) working days to remove the On-Site Equipment from SCI. Additionally, if the Commonwealth chooses to terminate this Agreement under this Article, they may also purchase the Facility and Off-Site Equipment in accordance with Article 9. In the

event of termination, Commonwealth may bring an action for direct damages (but not for special, incidental or consequential damages), plus all costs and expenses reasonably incurred in exercise of its remedy. Commonwealth's rights under this Article 18 shall be Commonwealth's exclusive remedy in the event of default by Seller as defined by Article 16, Section 16.2.

ARTICLE 19

DISPUTES

19.1 In the event that any dispute arises between the parties under this Agreement, either (i) Commonwealth shall make a determination in writing and shall send the same to Seller, or (ii) Seller shall notify Commonwealth in writing. Seller shall have thirty (30) days from the receipt of such written determination by Commonwealth, or response or lack thereof (after thirty (30) days) to its notice to Commonwealth, to enter a written appeal from the finding thereof with the Secretary of the Department of Corrections (the "Secretary"). Failure by Seller to enter such an appeal in a timely manner shall render Commonwealth's determination final, conclusive and binding on Seller and unreviewable in all aspects. The Secretary shall issue a written determination responding to Seller's appeal within fifteen (15) working days of the receipt thereof. Upon receipt of the Secretary's decision, or failing the Secretary's timely issuance of a decision, Seller shall, within sixty (60) days thereafter, either (i) accept the decision of the Secretary as a correct and binding determination; or (ii) make such claims as it may desire to the Board of Claims pursuant to the Act of May 20, 1937, P.L. 728, No. 193, as amended. (72 P.S. Section 46511 et seq.) Pending a final judicial resolution of any such claim filed with said Board, Seller shall proceed diligently and

in good faith with the performance of this Agreement as interpreted by Commonwealth, and Commonwealth shall compensate Seller pursuant to the terms of this Agreement.

ARTICLE 20

REPRESENTATIONS AND WARRANTIES

20.1 Each party warrants and represents to the other that:

1. it has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Agreement and perform its obligations hereunder; and
2. its execution, delivery, and performance of this Agreement have been duly authorized by, or is in accordance with, its organic instruments, and this Agreement has been duly executed and delivered for it by the signatories so authorized, and it constitutes a legal, valid and binding obligation; and
3. its execution, delivery, and performance of this Agreement will not result in a breach or violation of, or constitute a default under, any agreement, lease, or instrument to which it is a party or by which it or its properties may be bound or affected.

ARTICLE 21

DISCLAIMERS

21.1 Commonwealth acknowledges that, other than as otherwise expressly set forth in this Agreement, Seller has not and does not make any representation, warranty or covenant, express or implied, with respect to the Facility, Off-Site Equipment or On-Site Equipment or the steam or hot water

produced thereby and supplied to Commonwealth, including but not limited to its merchantability, fitness for purpose or intended use, condition, quantity, availability or suitability for Commonwealth's purposes. Seller hereby disclaims, and Commonwealth acknowledges and agrees thereto, any and all liability on the part of Seller with respect thereto or arising therefrom. Except as expressly provided in this Agreement, Seller shall not be liable or responsible for any damage, defect, design failure to meet specifications, late or failure of proper installation or construction, failure to deliver or shortage of steam or hot water or failure of the Facility, Off-Site Equipment or On-Site Equipment to operate as intended or as represented or warranted. Except as expressly provided in this Agreement, Seller shall not be liable or responsible for any claim, loss, damage, liability or expense of any kind or nature including but not limited to special, incidental or consequential damages or any financial loss whatsoever, whether actual or anticipated, caused, directly or indirectly, by the Facility, Off-Site Equipment or On-Site Equipment or the inadequacy thereof for any purpose, or any defect or deficiency therein, or the use or operation thereof, or arising from any other reason or cause whatsoever relating to or concerning the Facility, Off-Site Equipment or On-Site Equipment or any part thereof.

ARTICLE 22

FURTHER DOCUMENTS

- 22.1 The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

ARTICLE 23

COMPLIANCE WITH LAW AND STANDARD PRACTICES

- 23.1 Seller shall perform its obligations hereunder in compliance with any and all applicable federal, state, and local laws, rules, and regulations, in accordance with sound engineering and safety practices, in compliance with all applicable environmental laws and regulations, and in compliance with any and all security rules and requirements of Commonwealth. Any security requirements placed upon the Seller relative to SCI-Western will be provided to Seller by Commonwealth, at no expense.
- 23.2 Seller shall be responsible for obtaining all governmental permits, consents, and authorizations as may be required to perform its obligations hereunder.

ARTICLE 24

AUDIT RIGHTS

- 24.1 This Agreement is subject to audit by lawfully authorized agencies of the Commonwealth of Pennsylvania, including audits of actual costs incurred. Seller agrees to maintain records which will support the charges claimed against the Agreement. Seller shall preserve books, documents, and records sufficient to justify the charges billed the Commonwealth for three years after expiration of this Agreement, or until all questioned items are resolved after the services are furnished under this Agreement. At the request of Commonwealth, all Seller's books and records related to this Agreement will be made available for audit at a site mutually determined by the parties.

ARTICLE 25

ASSIGNMENT AND DELEGATION

- 25.1 Subject to the terms and conditions of this Article, this Agreement shall be binding upon the parties and their respective successors and assigns.
- 25.2 Seller may not assign, in whole or in part, this agreement or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Commonwealth, which consent may be withheld at its sole and absolute discretion.
- 25.3 Notwithstanding the foregoing, Seller may, without the consent of the Commonwealth, assign its rights to payment to be received under this Agreement, provided that Seller provides written notice of such assignment to the Commonwealth together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Agreement.
- 25.4 Any assignment consented to by the Commonwealth shall be evidenced by a written assignment agreement executed by Seller and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Agreement and to assume the duties, obligations, and responsibilities being assigned.
- 25.5 A change of name by Seller, following which the Seller's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. Seller shall give the Commonwealth written notice of any such change of name.

ARTICLE 26

INDEPENDENT CAPACITY OF THE CONTRACTOR

26.1 The parties hereto agree that Seller, and any contractors, agents and employees of Seller, in the performance of this Agreement, shall act in an independent capacity as a service provider and not as officers, employees, or agents of Commonwealth.

ARTICLE 27

COMMONWEALTH OF PENNSYLVANIA STANDARD CLAUSES

- 27.1 During the term and renewal of this Agreement, Seller agrees to abide by the provisions of Commonwealth's standard Non-Discrimination Clause contained in Attachment 6.
- 27.2 Seller agrees to the Commonwealth's standard Contractor Offset Provisions contained in Attachment 7.
- 27.3 Seller agrees to the Commonwealth's standard Contractor Responsibility Provisions contained in Attachment 8.
- 27.4 Seller agrees to the Commonwealth's standard Contractor Integrity Provisions contained in Attachment 9.
- 27.5 Seller agrees to the Commonwealth's standard Americans with Disabilities Act Provisions contained in Attachment 10.
- 27.6 Seller agrees to the Commonwealth's standard Steel Products Procurement Act Provisions contained in Attachment 11.
- 27.7 Seller agrees to the Commonwealth's standard year 2000 provision contained in Attachment 12.

ARTICLE 28

NO WAIVER

28.1 The failure of Seller or Commonwealth to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of either party's right to thereafter enforce the same in accordance with this Agreement in the event of a continuing or subsequent default on the part of Seller or Commonwealth.

ARTICLE 29

APPLICABLE LAW

29.1 This Agreement and the construction and enforceability thereof shall be interpreted under the laws of the Commonwealth of Pennsylvania.

ARTICLE 30

TITLES AND CAPTIONS

30.1 The table of contents and all article titles or captions to this Agreement are for convenience only and shall not be deemed part of this Agreement and in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts of this Agreement.

ARTICLE 31

ATTACHMENTS, SCHEDULES, APPENDICES AND EXHIBITS

31.1 All attachments, schedules, appendices and exhibits annexed to this Agreement or referred to herein are expressly made a part of this Agreement as fully as though completely set forth in it. All references to this Agreement, either in this Agreement itself or in any of such writings shall be deemed to refer to and include this Agreement and all such attachments, schedules, appendices and exhibits.

ARTICLE 32

SEVERABILITY

32.1 In the event that any clause or provision of this Agreement or any part thereof shall be declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Agreement unless the result would be manifestly inequitable or unconscionable.

ARTICLE 33

THIRD PARTY RIGHTS

33.1 The parties to this Agreement understand that this Agreement does not create or intend to confer any rights in or on persons or entities not a party to this Agreement.

ARTICLE 34

NOTICE AND CHANGES OF ADDRESS

34.1 All notices to be given by either party to the other shall be in writing and must be either delivered or mailed by registered or certified mail, return receipt requested, addressed as follows:

To Seller: FAYETTE THERMAL LLC
 c/o Cerullo, Datte & Wallbillich, P.C.
 450 West Market Street
 P.O. Box 450 Pottsville, PA 17901

Attention: Martin J. Cerullo, Esquire

To Commonwealth: PENNSYLVANIA DEPARTMENT OF CORRECTIONS
2520 LISBURN ROAD
CAMP HILL, PA 17011

Attention: Director, Bureau of Operations

Or such other addresses as either party may hereinafter designate by a notice to the other.

ARTICLE 35

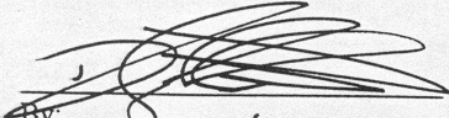
COMPLETE AGREEMENT

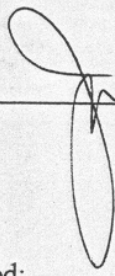
35.1 This Agreement, when executed, together with all Attachments appended hereto as provided for by the Agreement, shall constitute the entire Agreement between both parties and this Agreement may not be amended or modified, except by a written agreement signed by the parties hereto. As certain aspects of the design of SCI-Western are not yet finalized, which will impact on the size and design of the Facility, Off-Site Equipment and On-Site Equipment, the parties include in this Agreement as Attachment 13 their Memorandum of Understanding as to those issues.

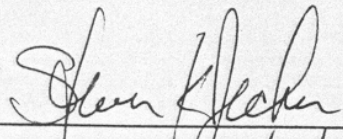
IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto subscribe their names to this instrument on the date first above written.


FAYETTE THERMAL L.L.C.

COMMONWEALTH OF PENNSYLVANIA

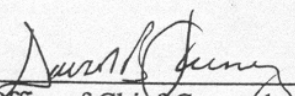

By: _____
President 9/22/2000

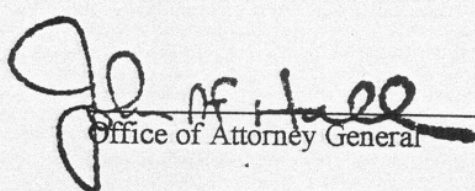

By: _____ 9/26/00

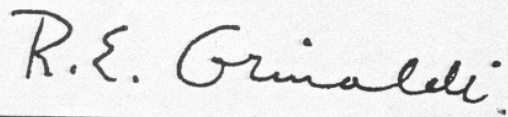

By: _____
Secretary 9/22/2000

Approved:

By: _____ 11/15/00
Comptroller

Approved for form and legality:


Office of Chief Counsel 9/26/00


Office of Attorney General


Office of General Counsel

ME110043
001-011-103-00-1-8500-24500-3412

ATTACHMENT #1

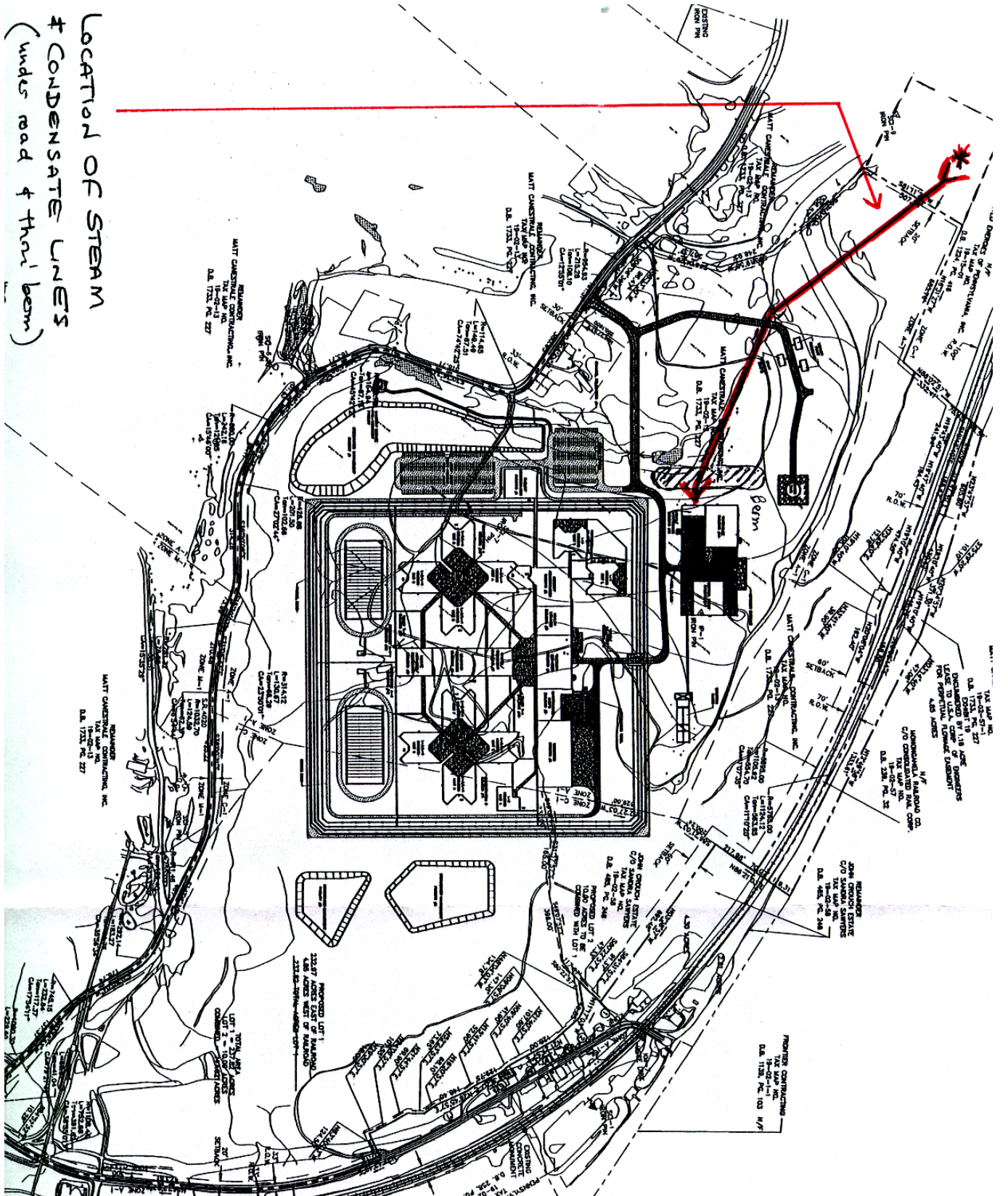
Description of Prison SCI-Western

SCI-Western is located in Luzerne Township, Fayette County, and consists of 247.82 acres with 1,236 cells for Close Custody inmates.

The 661,509 square feet of space consists of 29 buildings.

Components include Housing, Recreation, Education, Vocation, Food Services, Correctional Industries, Infirmary, Visiting, Administration and Maintenance.

LOCATION OF STEAM
 & CONDENSATE LINES
 (under road & thru' beam)



ATTACHMENT # 2

Description of Project

Seller is contracted to provide steam to SCI-Western using a facility adjacent to SCI-Western, which includes Off-Site Equipment in a new prefabricated building owned and operated by Seller. Seller also operates the three (3) gas boilers in the central plant building #17 on site at SCI-Western to provide any back-up steam requirements. All the units are interconnected for optimum use and reliability. Details are provided below:

FACILITY AND OFF-SITE EQUIPMENT

The Facility and Off-Site Equipment is located adjacent to the south end of the SCI-Western complex and consists of a boiler building and all the equipment inside and outside the building for the purpose of producing steam for SCI-Western, as generally depicted on Drawing # ICFB3-1002/R3 General Arrangement. Access is achieved by a separate road south of the main entrance to SCI-Western.

The equipment consists of:

- Two (2) Spinheat ICFB 15,000 lbs./hr boilers with economizers and baghouses
- FD, ID and Secondary air fans
- Coal storage and handling equipment
- Ash storage and handling equipment
- Limestone and sand storage and handling equipment
- One (1) common exhaust stack
- Three (3) boiler feed pumps
- One (1) condensate tank
- Three (3) condensate pumps
- One (1) deaerator
- One (1) water treatment and softener unit
- One (1) air compressor
- One (1) control room

In addition to the Facility and the Off-Site Equipment, there are the steam, condensate and electrical lines running between the Facility, Off-Site Equipment and the On-Site Equipment, with maintenance access alongside the length of the lines.

ON-SITE EQUIPMENT

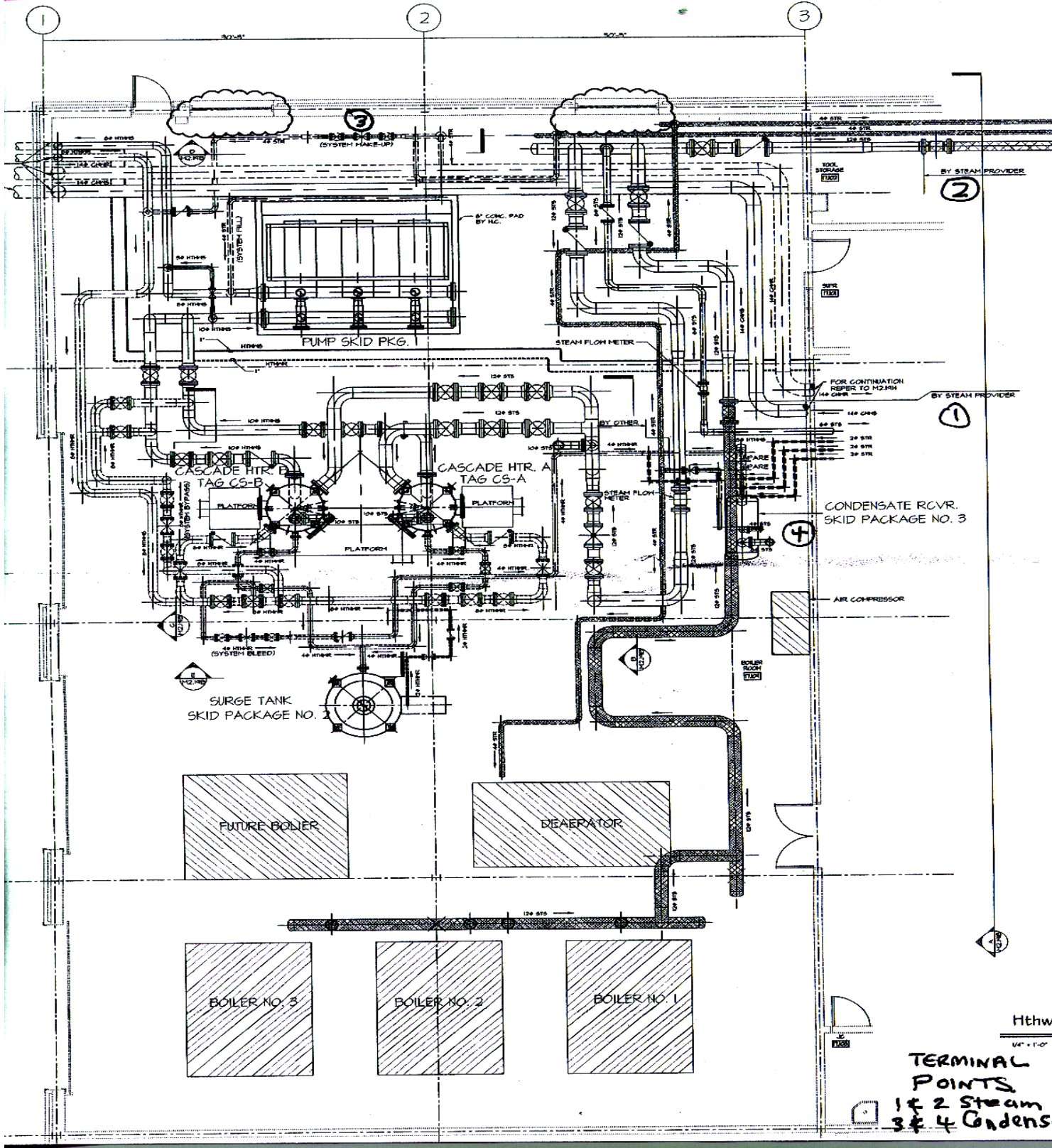
The On-Site Equipment is situated in the boiler room area of the central plant building # 17 and includes:

- Three (3) automatic gas-fired Miura 9.85 million Btu's/hr boilers with control panels including automated controllers and exhaust stacks.
- One (1) 1,000 HP deaerator
- Three (3) feed water pumps
- One (1) water treatment/softener unit
- Various condensate and steam piping and integrated instruments and fittings, and electrical attachments.

ATTACHMENT #3

Steam Specifications

Steam will be provided by Fayette Thermal LLC to the two (2) connection points in the central plant building #17 of the SCI-Western complex at 125 psi and 353° Fahrenheit, in a saturated condition with an approximate Enthalpy of 1193.0 Btu's/lb.



ATTACHMENT #4

PRICE

Steam

The Off-Site Equipment and the On-Site Equipment will be metered, as described in Article 2. The value of the combined monthly readings will be the monthly basis for billing by the Seller. Billing is based upon steam sales per 1000 lbs. of steam. The price for steam is as follows:

	MMBTU/YEAR	TOTAL MMBTU/YEAR	PRICE / 1000 LBS.
Initial	140,000	140,000	\$8.95
Next	10,000	150,000	\$8.50
Next	10,000	160,000	\$8.05
Additional	+		\$7.90

Billings shall be in equal monthly payments based in the minimum yearly purchase amount of 140,000 mmbtu. If during the contract year, the cumulative total steam purchased by the Commonwealth exceeds the 140,000 mmbtu minimum, the Seller will increase the monthly invoice cumulatively based on the prices listed above. These prices are Year 2000 prices, and are subject to changes and modifications listed below and in Attachment 13. For the purposes of billing, mmbtu to lbs. of steam is calculated by 1000 Btu/lb. steam.

The steam sales price is adjusted yearly commencing on the first anniversary date of the SCI-Western Readiness date. The adjustment is defined as a five (5) percent increase from the previous years price for steam, applied for the first five (5) years of the contract. The subsequent years, years 6-20 of the contract are adjusted by a three (3) percent increase from the previous year's price for steam, or the CPI increase, whichever is greater.

Lease Payments

The On-Site Equipment, described in Attachment 2, will be billed in equal monthly payments by the Seller to the Commonwealth. The payments are \$6,150.00 per month for 20 years. After this period, the On-Site Equipment will become property of the Commonwealth as per article 8.3 This payment is subject to changes and modifications as per Attachment 13.

ATTACHMENT # 5

ON-SITE EQUIPMENT AMORTIZATION TABLE

<u>Event</u>	<u>Date</u>	<u>Payment</u>	<u>Interest</u>	<u>Principal</u>	<u>Balance</u>
Loan	10-01-2001			652,000.00	
1	11-01-2001	6,150.00	5,253.96	896.04	651,103.96
2	12-01-2001	6,150.00	5,246.74	903.26	650,200.70
2001 Total		12,300.00	10,500.70	1,799.30	
3	01-01-2002	6,150.00	5,239.46	910.54	649,290.16
4	02-01-2002	6,150.00	5,232.12	917.88	648,372.28
5	03-01-2002	6,150.00	5,224.73	925.27	647,447.01
6	04-01-2002	6,150.00	5,217.27	932.73	646,514.28
7	05-01-2002	6,150.00	5,209.76	940.24	645,574.04
8	06-01-2002	6,150.00	5,202.18	947.82	644,626.22
9	07-01-2002	6,150.00	5,194.54	955.46	643,670.76
10	08-01-2002	6,150.00	5,186.84	963.16	642,707.60
11	09-01-2002	6,150.00	5,179.08	970.92	641,736.68
12	10-01-2002	6,150.00	5,171.26	978.74	640,757.94
13	11-01-2002	6,150.00	5,163.37	986.63	639,771.31
14	12-01-2002	6,150.00	5,155.42	994.58	638,776.73
2002 Total		73,800.00	62,376.03	11,423.97	
15	01-01-2003	6,150.00	5,147.40	1,002.60	637,774.13
16	02-01-2003	6,150.00	5,139.32	1,010.68	636,763.45
17	03-01-2003	6,150.00	5,131.18	1,018.82	635,744.63
18	04-01-2003	6,150.00	5,122.97	1,027.03	634,717.60
19	05-01-2003	6,150.00	5,114.69	1,035.31	633,682.29
20	06-01-2003	6,150.00	5,106.35	1,043.65	632,638.64
21	07-01-2003	6,150.00	5,097.94	1,052.06	631,586.58
22	08-01-2003	6,150.00	5,089.46	1,060.54	630,526.04
23	09-01-2003	6,150.00	5,080.92	1,069.08	629,456.96
24	10-01-2003	6,150.00	5,072.30	1,077.70	628,379.26
25	11-01-2003	6,150.00	5,063.62	1,086.38	627,292.88
26	12-01-2003	6,150.00	5,054.86	1,095.14	626,197.74
2003 Total		73,800.00	61,221.01	12,578.99	
27	01-01-2004	6,150.00	5,046.04	1,103.96	625,093.78
28	02-01-2004	6,150.00	5,037.14	1,112.86	623,980.92

29	03-01-2004	6,150.00	5,028.18	1,121.82	622,859.10
30	04-01-2004	6,150.00	5,019.14	1,130.86	621,728.24
31	05-01-2004	6,150.00	5,010.02	1,139.98	620,588.26
32	06-01-2004	6,150.00	5,000.84	1,149.16	619,439.10
33	07-01-2004	6,150.00	4,991.58	1,158.42	618,280.68
34	08-01-2004	6,150.00	4,982.24	1,167.76	617,112.92
35	09-01-2004	6,150.00	4,972.83	1,177.17	615,935.75
36	10-01-2004	6,150.00	4,963.35	1,186.65	614,749.10
37	11-01-2004	6,150.00	4,953.78	1,196.22	613,552.88
38	12-01-2004	6,150.00	4,944.14	1,205.86	612,347.02

2004 Total 73,800.00 59,949.28 13,850.72

39	01-01-2005	6,150.00	4,934.43	1,215.57	611,131.45
40	02-01-2005	6,150.00	4,924.63	1,225.37	609,906.08
41	03-01-2005	6,150.00	4,914.76	1,235.24	608,670.84
42	04-01-2005	6,150.00	4,904.80	1,245.20	607,425.64
43	05-01-2005	6,150.00	4,894.77	1,255.23	606,170.41
44	06-01-2005	6,150.00	4,884.66	1,265.34	604,905.07
45	07-01-2005	6,150.00	4,874.46	1,275.54	603,629.53
46	08-01-2005	6,150.00	4,864.18	1,285.82	602,343.71
47	09-01-2005	6,150.00	4,853.82	1,296.18	601,047.53
48	10-01-2005	6,150.00	4,843.37	1,306.63	599,740.90
49	11-01-2005	6,150.00	4,832.84	1,317.16	598,423.74
50	12-01-2005	6,150.00	4,822.23	1,327.77	597,095.97

2005 Total 73,800.00 58,548.95 15,251.05

51	01-01-2006	6,150.00	4,811.53	1,338.47	595,757.50
52	02-01-2006	6,150.00	4,800.75	1,349.25	594,408.25
53	03-01-2006	6,150.00	4,789.87	1,360.13	593,048.12
54	04-01-2006	6,150.00	4,778.91	1,371.09	591,677.03
55	05-01-2006	6,150.00	4,767.86	1,382.14	590,294.89
56	06-01-2006	6,150.00	4,756.73	1,393.27	588,901.62
57	07-01-2006	6,150.00	4,745.50	1,404.50	587,497.12
58	08-01-2006	6,150.00	4,734.18	1,415.82	586,081.30
59	09-01-2006	6,150.00	4,722.77	1,427.23	584,654.07
60	10-01-2006	6,150.00	4,711.27	1,438.73	583,215.34
61	11-01-2006	6,150.00	4,699.68	1,450.32	581,765.02
62	12-01-2006	6,150.00	4,687.99	1,462.01	580,303.01

2006 Total 73,800.00 57,007.04 16,792.96

63	01-01-2007	6,150.00	4,676.21	1,473.79	578,829.22
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64	02-01-2007	6,150.00	4,664.33	1,485.67	577,343.55
65	03-01-2007	6,150.00	4,652.36	1,497.64	575,845.91
66	04-01-2007	6,150.00	4,640.29	1,509.71	574,336.20
67	05-01-2007	6,150.00	4,628.13	1,521.87	572,814.33
68	06-01-2007	6,150.00	4,615.86	1,534.14	571,280.19
69	07-01-2007	6,150.00	4,603.50	1,546.50	569,733.69
70	08-01-2007	6,150.00	4,591.04	1,558.96	568,174.73
71	09-01-2007	6,150.00	4,578.48	1,571.52	566,603.21
72	10-01-2007	6,150.00	4,565.81	1,584.19	565,019.02
73	11-01-2007	6,150.00	4,553.05	1,596.95	563,422.07
74	12-01-2007	6,150.00	4,540.18	1,609.82	561,812.25

2007 Total 73,800.00 55,309.24 18,490.76

75	01-01-2008	6,150.00	4,527.21	1,622.79	560,189.46
76	02-01-2008	6,150.00	4,514.13	1,635.87	558,553.59
77	03-01-2008	6,150.00	4,500.95	1,649.05	556,904.54
78	04-01-2008	6,150.00	4,487.66	1,662.34	555,242.20
79	05-01-2008	6,150.00	4,474.26	1,675.74	553,566.46
80	06-01-2008	6,150.00	4,460.76	1,689.24	551,877.22
81	07-01-2008	6,150.00	4,447.15	1,702.85	550,174.37
82	08-01-2008	6,150.00	4,433.43	1,716.57	548,457.80
83	09-01-2008	6,150.00	4,419.59	1,730.41	546,727.39
84	10-01-2008	6,150.00	4,405.65	1,744.35	544,983.04
85	11-01-2008	6,150.00	4,391.59	1,758.41	543,224.63
86	12-01-2008	6,150.00	4,377.42	1,772.58	541,452.05

2008 Total 73,800.00 53,439.80 20,360.20

87	01-01-2009	6,150.00	4,363.14	1,786.86	539,665.19
88	02-01-2009	6,150.00	4,348.74	1,801.26	537,863.93
89	03-01-2009	6,150.00	4,334.23	1,815.77	536,048.16
90	04-01-2009	6,150.00	4,319.59	1,830.41	534,217.75
91	05-01-2009	6,150.00	4,304.84	1,845.16	532,372.59
92	06-01-2009	6,150.00	4,289.98	1,860.02	530,512.57
93	07-01-2009	6,150.00	4,274.99	1,875.01	528,637.56
94	08-01-2009	6,150.00	4,259.88	1,890.12	526,747.44
95	09-01-2009	6,150.00	4,244.65	1,905.35	524,842.09
96	10-01-2009	6,150.00	4,229.29	1,920.71	522,921.38
97	11-01-2009	6,150.00	4,213.82	1,936.18	520,985.20
98	12-01-2009	6,150.00	4,198.21	1,951.79	519,033.41

2009 Total 73,800.00 51,381.36 22,418.64

99	01-01-2010	6,150.00	4,182.49	1,967.51	517,065.90
100	02-01-2010	6,150.00	4,166.63	1,983.37	515,082.53
101	03-01-2010	6,150.00	4,150.65	1,999.35	513,083.18
102	04-01-2010	6,150.00	4,134.54	2,015.46	511,067.72
103	05-01-2010	6,150.00	4,118.30	2,031.70	509,036.02
104	06-01-2010	6,150.00	4,101.92	2,048.08	506,987.94
105	07-01-2010	6,150.00	4,085.42	2,064.58	504,923.36
106	08-01-2010	6,150.00	4,068.78	2,081.22	502,842.14
107	09-01-2010	6,150.00	4,052.01	2,097.99	500,744.15
108	10-01-2010	6,150.00	4,035.11	2,114.89	498,629.26
109	11-01-2010	6,150.00	4,018.06	2,131.94	496,497.32
110	12-01-2010	6,150.00	4,000.89	2,149.11	494,348.21

2010 Total 73,800.00 49,114.80 24,685.20

111	01-01-2011	6,150.00	3,983.57	2,166.43	492,181.78
112	02-01-2011	6,150.00	3,966.11	2,183.89	489,997.89
113	03-01-2011	6,150.00	3,948.51	2,201.49	487,796.40
114	04-01-2011	6,150.00	3,930.77	2,219.23	485,577.17
115	05-01-2011	6,150.00	3,912.89	2,237.11	483,340.06
116	06-01-2011	6,150.00	3,894.86	2,255.14	481,084.92
117	07-01-2011	6,150.00	3,876.69	2,273.31	478,811.61
118	08-01-2011	6,150.00	3,858.37	2,291.63	476,519.98
119	09-01-2011	6,150.00	3,839.90	2,310.10	474,209.88
120	10-01-2011	6,150.00	3,821.29	2,328.71	471,881.17
121	11-01-2011	6,150.00	3,802.52	2,347.48	469,533.69
122	12-01-2011	6,150.00	3,783.61	2,366.39	467,167.30

2011 Total 73,800.00 46,619.09 27,180.91

123	01-01-2012	6,150.00	3,764.54	2,385.46	464,781.84
124	02-01-2012	6,150.00	3,745.31	2,404.69	462,377.15
125	03-01-2012	6,150.00	3,725.94	2,424.06	459,953.09
126	04-01-2012	6,150.00	3,706.40	2,443.60	457,509.49
127	05-01-2012	6,150.00	3,686.71	2,463.29	455,046.20
128	06-01-2012	6,150.00	3,666.86	2,483.14	452,563.06
129	07-01-2012	6,150.00	3,646.85	2,503.15	450,059.91
130	08-01-2012	6,150.00	3,626.68	2,523.32	447,536.59
131	09-01-2012	6,150.00	3,606.35	2,543.65	444,992.94
132	10-01-2012	6,150.00	3,585.85	2,564.15	442,428.79
133	11-01-2012	6,150.00	3,565.19	2,584.81	439,843.98
134	12-01-2012	6,150.00	3,544.36	2,605.64	437,238.34

2012 Total 73,800.00 43,871.04 29,928.96

135	01-01-2013	6,150.00	3,523.36	2,626.64	434,611.70
136	02-01-2013	6,150.00	3,502.20	2,647.80	431,963.90
137	03-01-2013	6,150.00	3,480.86	2,669.14	429,294.76
138	04-01-2013	6,150.00	3,459.35	2,690.65	426,604.11
139	05-01-2013	6,150.00	3,437.67	2,712.33	423,891.78
140	06-01-2013	6,150.00	3,415.81	2,734.19	421,157.59
141	07-01-2013	6,150.00	3,393.78	2,756.22	418,401.37
142	08-01-2013	6,150.00	3,371.57	2,778.43	415,622.94
143	09-01-2013	6,150.00	3,349.18	2,800.82	412,822.12
144	10-01-2013	6,150.00	3,326.61	2,823.39	409,998.73
145	11-01-2013	6,150.00	3,303.86	2,846.14	407,152.59
146	12-01-2013	6,150.00	3,280.93	2,869.07	404,283.52

2013 Total 73,800.00 40,845.18 32,954.82

147	01-01-2014	6,150.00	3,257.81	2,892.19	401,391.33
148	02-01-2014	6,150.00	3,234.50	2,915.50	398,475.83
149	03-01-2014	6,150.00	3,211.01	2,938.99	395,536.84
150	04-01-2014	6,150.00	3,187.32	2,962.68	392,574.16
151	05-01-2014	6,150.00	3,163.45	2,986.55	389,587.61
152	06-01-2014	6,150.00	3,139.38	3,010.62	386,576.99
153	07-01-2014	6,150.00	3,115.12	3,034.88	383,542.11
154	08-01-2014	6,150.00	3,090.67	3,059.33	380,482.78
155	09-01-2014	6,150.00	3,066.01	3,083.99	377,398.79
156	10-01-2014	6,150.00	3,041.16	3,108.84	374,289.95
157	11-01-2014	6,150.00	3,016.11	3,133.89	371,156.06
158	12-01-2014	6,150.00	2,990.86	3,159.14	367,996.92

2014 Total 73,800.00 37,513.40 36,286.60

159	01-01-2015	6,150.00	2,965.40	3,184.60	364,812.32
160	02-01-2015	6,150.00	2,939.74	3,210.26	361,602.06
161	03-01-2015	6,150.00	2,913.87	3,236.13	358,365.93
162	04-01-2015	6,150.00	2,887.79	3,262.21	355,103.72
163	05-01-2015	6,150.00	2,861.50	3,288.50	351,815.22
164	06-01-2015	6,150.00	2,835.00	3,315.00	348,500.22
165	07-01-2015	6,150.00	2,808.29	3,341.71	345,158.51
166	08-01-2015	6,150.00	2,781.36	3,368.64	341,789.87
167	09-01-2015	6,150.00	2,754.22	3,395.78	338,394.09
168	10-01-2015	6,150.00	2,726.85	3,423.15	334,970.94
169	11-01-2015	6,150.00	2,699.27	3,450.73	331,520.21
170	12-01-2015	6,150.00	2,671.46	3,478.54	328,041.67

2015 Total		73,800.00	33,844.75	39,955.25	
171	01-01-2016	6,150.00	2,643.43	3,506.57	324,535.10
172	02-01-2016	6,150.00	2,615.18	3,534.82	321,000.28
173	03-01-2016	6,150.00	2,586.69	3,563.31	317,436.97
174	04-01-2016	6,150.00	2,557.98	3,592.02	313,844.95
175	05-01-2016	6,150.00	2,529.03	3,620.97	310,223.98
176	06-01-2016	6,150.00	2,499.85	3,650.15	306,573.83
177	07-01-2016	6,150.00	2,470.44	3,679.56	302,894.27
178	08-01-2016	6,150.00	2,440.79	3,709.21	299,185.06
179	09-01-2016	6,150.00	2,410.90	3,739.10	295,445.96
180	10-01-2016	6,150.00	2,380.77	3,769.23	291,676.73
181	11-01-2016	6,150.00	2,350.40	3,799.60	287,877.13
182	12-01-2016	6,150.00	2,319.78	3,830.22	284,046.91
2016 Total		73,800.00	29,805.24	43,994.76	
183	01-01-2017	6,150.00	2,288.91	3,861.09	280,185.82
184	02-01-2017	6,150.00	2,257.80	3,892.20	276,293.62
185	03-01-2017	6,150.00	2,226.44	3,923.56	272,370.06
186	04-01-2017	6,150.00	2,194.82	3,955.18	268,414.88
187	05-01-2017	6,150.00	2,162.95	3,987.05	264,427.83
188	06-01-2017	6,150.00	2,130.82	4,019.18	260,408.65
189	07-01-2017	6,150.00	2,098.43	4,051.57	256,357.08
190	08-01-2017	6,150.00	2,065.78	4,084.22	252,272.86
191	09-01-2017	6,150.00	2,032.87	4,117.13	248,155.73
192	10-01-2017	6,150.00	1,999.69	4,150.31	244,005.42
193	11-01-2017	6,150.00	1,966.25	4,183.75	239,821.67
194	12-01-2017	6,150.00	1,932.54	4,217.46	235,604.21
2017 Total		73,800.00	25,357.30	48,442.70	
195	01-01-2018	6,150.00	1,898.55	4,251.45	231,352.76
196	02-01-2018	6,150.00	1,864.29	4,285.71	227,067.05
197	03-01-2018	6,150.00	1,829.76	4,320.24	222,746.81
198	04-01-2018	6,150.00	1,794.94	4,355.06	218,391.75
199	05-01-2018	6,150.00	1,759.85	4,390.15	214,001.60
200	06-01-2018	6,150.00	1,724.47	4,425.53	209,576.07
201	07-01-2018	6,150.00	1,688.81	4,461.19	205,114.88
202	08-01-2018	6,150.00	1,652.86	4,497.14	200,617.74
203	09-01-2018	6,150.00	1,616.62	4,533.38	196,084.36
204	10-01-2018	6,150.00	1,580.09	4,569.91	191,514.45
205	11-01-2018	6,150.00	1,543.27	4,606.73	186,907.72
206	12-01-2018	6,150.00	1,506.14	4,643.86	182,263.86

2018 Total		73,800.00	20,459.65	53,340.35	
207	01-01-2019	6,150.00	1,468.72	4,681.28	177,582.58
208	02-01-2019	6,150.00	1,431.00	4,719.00	172,863.58
209	03-01-2019	6,150.00	1,392.97	4,757.03	168,106.55
210	04-01-2019	6,150.00	1,354.64	4,795.36	163,311.19
211	05-01-2019	6,150.00	1,316.00	4,834.00	158,477.19
212	06-01-2019	6,150.00	1,277.04	4,872.96	153,604.23
213	07-01-2019	6,150.00	1,237.78	4,912.22	148,692.01
214	08-01-2019	6,150.00	1,198.19	4,951.81	143,740.20
215	09-01-2019	6,150.00	1,158.29	4,991.71	138,748.49
216	10-01-2019	6,150.00	1,118.07	5,031.93	133,716.56
217	11-01-2019	6,150.00	1,077.52	5,072.48	128,644.08
218	12-01-2019	6,150.00	1,036.64	5,113.36	123,530.72
2019 Total		73,800.00	15,066.86	58,733.14	
219	01-01-2020	6,150.00	995.44	5,154.56	118,376.16
220	02-01-2020	6,150.00	953.90	5,196.10	113,180.06
221	03-01-2020	6,150.00	912.03	5,237.97	107,942.09
222	04-01-2020	6,150.00	869.82	5,280.18	102,661.91
223	05-01-2020	6,150.00	827.27	5,322.73	97,339.18
224	06-01-2020	6,150.00	784.38	5,365.62	91,973.56
225	07-01-2020	6,150.00	741.14	5,408.86	86,564.70
226	08-01-2020	6,150.00	697.56	5,452.44	81,112.26
227	09-01-2020	6,150.00	653.62	5,496.38	75,615.88
228	10-01-2020	6,150.00	609.33	5,540.67	70,075.21
229	11-01-2020	6,150.00	564.68	5,585.32	64,489.89
230	12-01-2020	6,150.00	519.67	5,630.33	58,859.56
2020 Total		73,800.00	9,128.84	64,671.16	
231	01-01-2021	6,150.00	474.30	5,675.70	53,183.86
232	02-01-2021	6,150.00	428.57	5,721.43	47,462.43
233	03-01-2021	6,150.00	382.46	5,767.54	41,694.89
234	04-01-2021	6,150.00	335.99	5,814.01	35,880.88
235	05-01-2021	6,150.00	289.14	5,860.86	30,020.02
236	06-01-2021	6,150.00	241.91	5,908.09	24,111.93
237	07-01-2021	6,150.00	194.30	5,955.70	18,156.23
238	08-01-2021	6,150.00	146.31	6,003.69	12,152.54
239	09-01-2021	6,150.00	97.93	6,052.07	6,100.47
240	10-01-2021	6,149.63	49.16	6,100.47	

2021 Total	61,499.63	2,640.07	58,859.56
Grand Total	1,475,999.63	823,999.63	652,000.00

ATTACHMENT # 6

NONDISCRIMINATION CLAUSE/SEXUAL HARASSMENT CLAUSE (MD 215.16)

During the term of this Agreement, the contractor agrees as follows:

1. In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under this Agreement or any subcontract, the contractor, subcontractor, or any

person acting on behalf of the 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.

2. Neither the 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 Agreement on account of gender, race, creed, or color.
3. The 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.
4. The 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 Agreement relates.
5. The contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the Department of Corrections and the Department of General Services' Bureau of Contract Administration and Business Development for purposes of investigation to ascertain compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause. If the contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the Department of Corrections or the Bureau of Contract Administration and Business Development.
6. The contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.
7. The Commonwealth may cancel or terminate this Agreement, and all money due or to become due under this Agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the Department of Corrections may proceed with debarment or suspension and may place the contractor in the Contractor Responsibility File.

ATTACHMENT # 7

CONTRACTOR OFFSET PROVISION

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

ATTACHMENT # 8

CONTRACTOR RESPONSIBILITY PROVISIONS (M.D. 215.9 Amended)

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 subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity

under contract, subcontract, grant, or subgrant with the Commonwealth, or with a person under contract, subcontract, grant, or subgrant with the Commonwealth or its state-affiliated entities, and state-related institutions. The term contractor may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Commonwealth.

1. The contractor certifies, for itself and all its subcontractors, that as of the date of its execution of any Commonwealth contract, that neither the contractor, nor any subcontractors, nor any suppliers 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 the bid/proposal, a written explanation of why such certification cannot be made.
2. The contractor must also certify, that as of the date of its execution, of any Commonwealth contract it has no tax liabilities or other Commonwealth obligations.
3. 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 contracting agency 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 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.
4. The failure of the contractor to notify the contracting agency 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.
5. 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, which 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.
6. 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/debarment.htm> 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

ATTACHMENT # 9

CONTRACTOR INTEGRITY PROVISIONS

1. Definitions

For purposes of this clause only, the words "confidential information," "consent," "contractor," "financial interest," and "gratuity" shall have the following definitions.

- A. Confidential information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth.
 - B. Consent means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this agreement.
 - C. Contractor means the individual or entity that has entered into this Agreement with the Commonwealth, including directors, officers, partners, managers, key employees, and owners of more than a 5% interest.
 - D. Financial Interest means:
 - 1. ownership of more than 5% interest in any business; or
 - 2. holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
 - E. Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
- 2. The contractor shall maintain the highest standards of integrity in the performance of this Agreement and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.
 - 3. The contractor shall not disclose to others any confidential information gained by virtue of this Agreement.
 - 4. The contractor shall not, in connection with this or any other agreement with the Commonwealth, 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 officer or employee of the Commonwealth.
 - 5. The contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Commonwealth.
 - 6. Except with the consent of the Commonwealth, neither the contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this Agreement except as provided therein.

7. Except with the consent of the Commonwealth, the contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.
8. The contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.
9. The contractor, by execution of this Agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he has not violated any of these provisions.
10. The contractor, upon the inquiry or request of the Inspector General of the Commonwealth or any of that official's agents or representatives, 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 the contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the contractor's business or financial records, documents or files of any type of form which refer to or concern this Agreement. Such information shall be retained by the contractor for a period of three years beyond the termination of this Agreement unless otherwise provided by law.
11. For violation of any of the above provisions, the Commonwealth may terminate this and any other agreement with the contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another contractor to complete performance hereunder, and debar and suspend the contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the 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.

ATTACHMENT # 10

THE AMERICANS WITH DISABILITIES ACT

During the term of this contract, the contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act 28 C.F.R. 35.1 01 et seq., the contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from

activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, the contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R., § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.

2. 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 1 above.

ATTACHMENT #11

Steel Products Procurement Act Provisions

- 29.1 If steel products are used or supplied by the contractor, or any subcontractor, manufacturer or supplier in the performance of this Agreement, only steel products as defined in Section 29.3 shall be used or supplied.
- 29.2 Section 29.1 shall not apply in any case where the Secretary of the Department of Corrections, in writing, determines that the steel products as defined in Section 29.3 are not produced in the United States in sufficient quantities to meet the requirements of the Agreement.
- 29.3 Steel products are products, rolled, formed, shaped, drawn, extruded, forged, case, fabricated, or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer, or other steel-making process. Steel products include not only cast iron products, but also machinery and equipment listed in United States Department of Commerce Standard Industrial Classifications 25 (furniture and fixtures); 35 (machinery, except electrical), and 37 (transportation equipment), and made of, fabricated from, or containing steel components. If a product contains both foreign and United States steel, it shall be determined to be a United States steel product only if at least 75 percent of the cost of the articles, materials, and supplies have been mined, produced, or manufactured, as the case may be, in the United States. Transportation equipment shall be determined to be a United States steel product only if it complies with § 165 of Public Law 97-424 (96 Stat. 2136).
- 29.4 The Department of Corrections shall not authorize, provide for or make any payments to the contractor under this Agreement unless:
- A. When unidentified steel products are supplied under this Agreement, the contractor provides documentation including, but not limited to, invoices, bills of lading, and mill certification that the steel was melted and manufactured in the United States, which establishes that the contractor has fully complied with Section 29.1.
 - B. If a steel product is identifiable from its face, the contractor must submit certification that satisfies the Department of Corrections that the contractor has fully complied with Section 29.1.

Any payments made to the contractor by the Department of Corrections which should not have been made as a result of this Section shall be recoverable directly from the contractor, subcontractor, manufacturer or supplier who did not comply with Section 29.1 by either the Department of Corrections or the Attorney General of Pennsylvania.

- 29.5 In addition to the withholding of payments, any contractor who willfully violates any of the provisions of the Steel Products Procurement Act, March 3, 1978, P.L. 6, No. 3, as amended (73 P.S. § 1881 *et seq.*), shall be prohibited from submitting any bids to any public agency, as defined in the Steel Products Procurement Act, for a period of five years from the date of the determination that a violation has occurred. In the event the entity who violates the provisions of Section 29.1 is a subcontractor, manufacturer or supplier, such entity shall be prohibited

from performing any work or supplying any material to a public agency for a period of five years from the date of the determination that a violation has occurred.

- 29.6 The contractor shall include the provisions of the Steel Products Procurement Act in every sub-contract and supply contract in order that the provisions of that act shall be binding upon each subcontractor, manufacturer and supplier.
- 29.7 Where trade names, catalog numbers and manufacturers if 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 of complying with all aspects of the Steel Products Procurement Act.

ATTACHMENT #12

YEAR 2000 COMPLIANCE CLAUSE

The contractor represents and warrants that each hardware, software, and firmware product delivered (or service performed) under this Agreement, including enhancements, shall be able to accurately process, provide and/or receive date/time data (including, but not limited to calculating, comparing and

sequencing) from, into and between the twentieth and twenty-first centuries and the years 1999 and 2000, including leap year calculations, when used in accordance with the product documentation provided by the contractor, provided that all listed or unlisted products (e.g. hardware, software, firmware, etc.) used in combination with such product properly exchange date/time data with it.

No hardware, software, firmware or service provided under the Agreement shall change the status if a hardware, software and firmware product from Year 2000 compliant to Year 2000 noncompliant. The contractor must notify the Commonwealth of any Year 2000 noncompliant hardware, software and firmware product located by the contractor during the course of performance of the Agreement.

The contractor shall not deliver any third-party hardware, software, firmware or service to the Commonwealth which has not been represented and warranted in writing by the third-party manufacturer to be Year 2000 compliant as described above, The contractor shall pass through the third-party representation and warranty from the third-party manufacturer to the Commonwealth.

Any modifications or changes made by the Commonwealth or any of its third parties to any hardware, software or firmware provided under the Agreement that alters Year 2000 compliance shall void the Year 2000 warranty of the product.

This Year 2000 Compliance representation and warranty shall be in effect until the later of December 31, 2002 or the termination of the Agreement. In any event this representation and warranty shall survive termination of the Agreement and shall run until December 31, 2002. In no event will the acceptance by the Commonwealth of any hardware, software or firmware product or service delivered to the Commonwealth, by or through the contractor, or any payment by the Commonwealth to the contractor under the Agreement limit the effectiveness or survival of this Year 2000 Compliance representation and warranty.