

**ATTACHMENT 3**  
**PRINTING ADDENDUM TO BOP-1204**

**44. Sensitive Information (Sept 2009)**

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

Contractor will be responsible to remediate any improper disclosure of information. Such remediation may include, but not be limited to, credit monitoring for individuals for whom information has been released and reimbursement of any costs incurred by individuals for whom information has been released. Costs for which Contractor is responsible under this paragraph are not subject to any limitation or liability set out in this Contract or Purchase Order.

**45. Manufacturer's Price Reduction (Oct 2006)**

If, prior to the delivery of the awarded item(s) by the Contractor, a price reduction is announced by the original equipment manufacturer, a comparative price reduction will be given to the Commonwealth by the Contractor.

**46. Wages and Working Conditions (Oct 2006)**

- a) The Contractor represents and agrees that:
  - i. It will pay every employee engaged in the performance of the contract printing work the prevailing wage rate, as determined by the Secretary of the Pennsylvania Department of Labor and Industry, and provide for such employees working conditions equivalent to those prevalent in the locality in which the contract will be performed; or
  - ii. It has a collective bargaining agreement in effect between the Contractor and its employees, who will process and produce the printing under any contract/purchase order awarded to the company, and its employees are represented by a responsible organization which is in no way influenced or controlled by management. In this instance, the provisions of the collective bargaining agreement shall be considered as conditions prevalent in the Contractor's locality.
- b) The Contractor agrees that if it receives a contract/purchase order award, the Contractor shall maintain the conditions described in Paragraph (a) of this Section in the performance of the contract/purchase order.

**47. Equipment and Machinery (March 2012)**

To be eligible for award, a Contractor must, at the time of bid submission, be the owner or lessee of sufficient equipment and machinery to perform the work specified in this solicitation.

**48. Quality (Oct 2013)**

All work must be performed in a manner acceptable to the Commonwealth. Composition shall be neat and free from broken or battered type. Presswork shall be of the first grade, producing a clear, clean, sharp impression, and printed head-to-head unless designated as otherwise on a PaPublisher job ticket or a Print Specification.

Presswork must be 150 line screen or greater. Color registration must be within .005 inches (.125 mm) and must be maintained through the press run.

Sets shall be uniformly and evenly trimmed and the printed image shall be squared with the trimmed edges, unless otherwise specified. The Contractor must guarantee 100% collation of all books. Variable imaging must be "laser quality" unless authorized otherwise by the Commonwealth.

The Contractor shall work with the Commonwealth to achieve the highest level of image quality that can be obtained with existing equipment. The Contractor should expect technical advances throughout the life of the contract. Language stated in this contract should not be used to impede technological advances that will benefit the Commonwealth. However, such advances shall not add costs for the Commonwealth, nor shall such advances be used as a deterrent to future competitive solicitations.

#### **49. Additional Quantities (Oct 2006)**

The Commonwealth reserves the right to order additional quantities, not to exceed ten percent of the original quantities, of any printed job within 60 days after delivery of the original job. The Commonwealth shall pay for any additional quantities based upon the original contract price.

#### **50. Paper Stock (March 2012)**

Unless otherwise specified, the Contractor is responsible for furnishing the paper stock required to meet the Commonwealth's needs. In some cases, the Commonwealth may choose to supply paper stock. The Contractor shall check the required quantity and quality upon receipt of stock and, if it is not of the required type and amount, the Contractor shall notify the Commonwealth immediately. If the Commonwealth provides the paper and the amount is in excess of the amount needed for the job, under no circumstances shall the Contractor print more than the amount specified on the order unless ordered to do so in writing by the Commonwealth. Any and all discrepancies should be reported and all paper in excess of that used for the job shall be returned to the Commonwealth unless otherwise directed in writing by the Commonwealth. The Contractor shall assume all risk of loss, damage or theft of all paper and supplies received by the Contractor from the Commonwealth. In the event the delivered paper is lost, damaged, destroyed or stolen, the Contractor shall replace the items with items of like quality and value or reimburse the Commonwealth for the replacement value of the items.

The Contractor must provide a product quality guarantee to the Commonwealth for all items purchased. Only those papers listed in the most current edition of the Competitive Grade Finders Buyers Guide – North American Edition, or as otherwise accepted by Grade Finders, Inc. for publication in subsequent editions of any of its papers buyers guides will be considered. For products not listed in the current Competitive Grade Finder, a copy of Grade Finders' letter of acceptability must be included with your quote.

#### **51. Proofs (March 2012)**

All Print Specifications shall include the type of proofing method required for the job. Below are the general types of proofing methods used by the Commonwealth:

- **Electronic Digital Proofs** – Generally used for monochrome and spot color printing. The Contractor shall provide this proof in a PDF format to the Commonwealth within three working days of receipt of all necessary artwork. Orders received through PAPublisher are exempt from this proofing process since agencies are required to proof their artwork online.
- **Digital Color Matchprint/Hard Copy Proof** – Generally used for four-color process work and higher. The Contractor shall provide this proof to the Commonwealth within three working days of receipt of all necessary artwork. If an electronic digital proof or hard copy proof is also required under the order, the Contractor shall provide this proof to the Commonwealth within two working days of approval of the electronic digital proof.

The Contractor must standardize on a specific output format for digital color matchprints and must submit this format to Commonwealth within two weeks of issuance of the contract. Once this standard format has been approved by the Commonwealth, the Contractor shall not alter from this method without the explicit approval of the Commonwealth.

- **Press Proofs/Checks** – Press proofs are only to be utilized for critical types of printing as determined by the Commonwealth. If a press check is required (as designated on the PAPublisher job ticket or the Print Specification), the Contractor must notify the Commonwealth of the scheduled press check at least two working days in advance if running the job at a facility located within Pennsylvania. If the job is scheduled to run at a location outside of the state, the Contractor must notify the Commonwealth at least five working days in advance so that the Commonwealth has sufficient time to make the necessary travel arrangements. In addition, the press check must occur between 8 am and 5 pm EST, Monday through Friday.

Once a proof is received, the Commonwealth shall make a good faith effort to return the proof within three to five working days.

#### **52. Author's Alterations (March 2012)**

Author's alterations refer to changes to the copy or format of a Commonwealth document after the Contractor has started processing the document for print. Charges for author's alterations shall be based on an hourly rate as specified in the contract.

#### **53. Packaging (March 2012)**

The Commonwealth's Contractor Shipping and Receiving Guidelines provide general packaging and palletizing requirements. These standards apply to all print-related orders. The Commonwealth may include additional specifications for the individual bundling of printed materials.

#### **54. Insignias and Labels (March 2012)**

The Contractor's logo or any insignia of any kind shall not be placed on any printing for the Commonwealth. This is not to be construed as forbidding the printing of the Union Label thereon.

#### **55. Ownership of Asset and Resource Files (March 2012)**

All materials provided and/or created by or for the Commonwealth, including artwork, negatives, digital files (including native art files or print-ready PDFs) and/or photographs used to produce any of the items under this contract will become the property of the Commonwealth. No materials shall be altered in any way without the express written consent of the Commonwealth. The Contractor shall retain film negatives and/or digital files in its archive for the life of this contract. Approximately three months prior to the end of the contract, the Contractor shall contact the Commonwealth for approval before materials are properly discarded.

#### **56. Safekeeping (March 2012)**

The Contractor shall be responsible for the safekeeping of all artwork delivered to the Contractor and held as insurer of the same and save and keep harmless from all damages or loss by fire or otherwise. If any such material is damaged or lost, the Contractor will replace it.

#### **57. Copyright (March 2012)**

The Commonwealth and the Contractor understand and agree that any original works of authorship (the "Works") developed under this Contract are created under the direction and control of the Commonwealth and shall constitute a work made for hire by an independent contractor under the United States Copyright Laws. Accordingly, the Commonwealth shall acquire the right, title and interest in and to any Works developed under this

Contract including the right to reproduce and distribute the Works to Commonwealth employees and third parties, the right to prepare derivative works based upon the Works and the right to publicly display the Works.

In the event that the Works developed under this Contract do not fall within the specifically enumerated works that constitute a work made for hire under the United States Copyright Laws, the Contractor agrees to assign and, upon their authorship or creation, expressly and automatically assigns all copyright interests, proprietary rights and any other right, title and interest in and to such Works to the Commonwealth. The Commonwealth shall acquire all the rights and privileges accorded an owner of copyright including, without limitation, the exclusive right to reproduce, prepare derivative works based upon the existing Works, distribute copies to the public by sale and the right to perform and display such Works.

Upon completion or termination of this Contract, the Contractor shall immediately deliver all working papers, files and other documentation to the Commonwealth.

**58. Cancellation of Orders (March 2012)**

If at any time it becomes necessary for any reason to cancel all or any portion of an order, the Commonwealth reserves the right to do so, notifying the Contractor by a phone call followed by written confirmation (which may include cancelling the order in PaPublisher or notification through e-mail). The Contractor shall be paid for the particular operations completed up to the time of cancellation, and in no case shall the Contractor be entitled to receive payment for uncompleted work or for damages because of such a cancellation. Completed and/or uncompleted work will be disposed of in a manner mutually agreeable to the Commonwealth and the Contractor.

**59 Transmittal of Art Files and Proofs (March 2012)**

The Contractor shall be responsible for all costs involved in the transmittal of necessary art files and proofs between the Commonwealth and the Contractor. The Contractor must provide a means for electronic transmittal, physical pick-up and delivery, or the utilization of an express mail service. Such services must be available all weekdays (Monday through Friday) from 7:00 AM EST to 5:00 PM EST.

If utilizing FTP (file transfer protocol) to receive artwork outside of PaPublisher, the selected Contractor must implement a means of secure FTP between the Contractor and the Commonwealth. Anonymous log in to the FTP site may not be used.

**60. Site Visits/Press Checks (March 2012)**

The Commonwealth reserves the right to visit the Contractor's and its subcontractors' production facilities for a demonstration of their capabilities and processes, including adherence to special facility security requirements, or for business meetings. The Commonwealth will pay for its own travel expenses for such site visits.

Additionally, the Commonwealth reserves the right to be present for press checks or during any phase of production to observe operations and check the quality of production. The Commonwealth will pay for its own travel expenses for such visits.

**61. Printer's Errors (March 2012)**

The Contractor shall be held responsible for all errors that it may commit, and shall liable for all expenses incident to the reproduction of any printed matter in its corrected form when so required by the Commonwealth. If any job is rejected because of error attributable to the Contractor, it shall promptly reprint the job without extra charge and furnish all necessary printing paper, other materials and labor at its own costs.

**62. Ink (March 2012)**

All ink shall be made of renewal vegetable-based products. Petroleum-based inks are not to be used.

Ink shall be fade proof and waterproof. Ink shall withstand reasonable abrasion and shall not flake or smear. Ink coverage must be full and uniform, free from pin-points, feathering or other imperfections. Characters must be clean and sharp with well-defined edges, must have uniform density, no voids or fill-ins, with strokes of average thickness. The ink must be sufficiently non-reflective. There must be no extraneous ink or other marks (i.e., smudges) around the characters.

**63. Paper Samples (March 2012)**

When requested by the Commonwealth, the Contractor will provide paper samples without delay in accordance with the request. If necessary, the Commonwealth will determine conformity to the specifications based on the results of its tests and/or examination. All samples required for test purposes will not be returned to the Contractor, nor will the Commonwealth pay for them.

When the Commonwealth requests samples of paper delivered directly to the Contractor from a paper mill, the Contractor will expedite the request and not use the paper until written acceptance is received from the Commonwealth.

**64. Delayed or Lost Shipments (March 2012)**

Overdue shipments are the responsibility of the Contractor. The Contractor must trace the items within 48 hours and, if needed, replace the items at no additional cost to the Commonwealth. The Contractor's claim for such additional work must be made to the carrier.

**65. Furnishing Prices to Publishers (March 2012)**

The Commonwealth may request that the Contractor furnish printing services to publishers under contract by the Commonwealth. The request will only apply to items printed for the Commonwealth or the Commonwealth customers as requested by the Commonwealth. Under these circumstances, the Contractor shall charge the publisher the Commonwealth's contract price, and shall bill the publisher for all charges, while still providing the level of service as normally required by the Commonwealth.

**66. Testing of Items (March 2012)**

The Commonwealth may require certain printed items to pass certain tests, such as ability to run them through equipment, durability, accuracy, or acceptability of features. Such requirements will be clearly identified in the Commercial Print Specifications for a given document. The Commonwealth reserves the right to reject any items that do not pass the Commonwealth's test(s). The Contractor will be responsible for providing replacements of any failed items at no cost to the Commonwealth. The Contractor may also be responsible for reimbursing the Commonwealth for any costs incurred by the Commonwealth as a result of the items failing the test(s). The Commonwealth will work with the Contractor on items which require scheduling and testing.