



FULLY EXECUTED
Contract Number: 4400025312
Original Contract Effective Date: 12/23/2021
Valid From: 02/01/2022 To: 01/31/2025

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

Purchasing Agent

Name: Covell Daniel
Phone: 717-346-3828
Fax: 717 346-3820

Your SAP Vendor Number with us: 181448

Supplier Name/Address:
OPSEC SECURITY INC
1857 COLONIAL VILLAGE LN
LANCASTER PA 17601-6702 US

Please Deliver To:

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

Supplier Phone Number: 717-293-4110
Supplier Fax Number: 717-293-4117

Contract Name:
Inspection Stickers

Payment Terms
NET 30

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

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

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
2	327488 STICKER,INSPECTION, ANNUAL INSIDE	0.000	Thousand	37.60	1	0.00
3	327489 STICKER,INSPECTION, SEMI-ANNUAL INSIDE	0.000	Thousand	37.60	1	0.00
4	327490 STICKER, INSPECTION, EMISSION	0.000	Thousand	37.60	1	0.00
5	143968 STICKER,INSPECTION,ANNUAL OUTSIDE	0.000	Thousand	47.40	1	0.00

Information:

Supplier's Signature _____
Printed Name _____

Title _____
Date _____

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
6	148796 STICKER,SAFETY,INSERT,MONTH 1	0.000	Thousand	6.10	1	0.00
7	148797 STICKER,SAFETY,INSERT,MONTH 2	0.000	Thousand	6.10	1	0.00
8	148798 STICKER,SAFETY,INSERT,MONTH 3	0.000	Thousand	6.10	1	0.00
9	148799 STICKER,SAFETY,INSERT,MONTH 4	0.000	Thousand	6.10	1	0.00
10	148800 STICKER,SAFETY,INSERT,MONTH 5	0.000	Thousand	6.10	1	0.00
11	148801 STICKER,SAFETY,INSERT,MONTH 6	0.000	Thousand	6.10	1	0.00
12	148802 STICKER,SAFETY,INSERT,MONTH 7	0.000	Thousand	6.10	1	0.00
13	148803 STICKER,SAFETY,INSERT,MONTH 8	0.000	Thousand	6.10	1	0.00
14	148804 STICKER,SAFETY,INSERT,MONTH 9	0.000	Thousand	6.10	1	0.00
15	148805 STICKER,SAFETY,INSERT,MONTH 10	0.000	Thousand	6.10	1	0.00
16	148806 STICKER,SAFETY,INSERT,MONTH 11	0.000	Thousand	6.10	1	0.00
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18	148808 STICKER,EMISSION,INSERT,MONTH 1	0.000	Thousand	6.10	1	0.00
19	148809 STICKER,EMISSION,INSERT,MONTH 2	0.000	Thousand	6.10	1	0.00
20	148810 STICKER,EMISSION,INSERT,MONTH 3	0.000	Thousand	6.10	1	0.00
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22	148812 STICKER,EMISSION,INSERT,MONTH 5	0.000	Thousand	6.10	1	0.00
23	148813 STICKER,EMISSION,INSERT,MONTH 6	0.000	Thousand	6.10	1	0.00
24	148814 STICKER,EMISSION,INSERT,MONTH 7	0.000	Thousand	6.10	1	0.00
25	148815 STICKER,EMISSION,INSERT,MONTH 8	0.000	Thousand	6.10	1	0.00
26	148816 STICKER,EMISSION,INSERT,MONTH 9	0.000	Thousand	6.10	1	0.00
27	148817 STICKER,EMISSION,INSERT,MONTH 10	0.000	Thousand	6.10	1	0.00
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32	148822 INSERT,WAIVER	0.000	Thousand	6.10	1	0.00
58	143969 STICKER,SCHOOL BUS	0.000	Thousand	342.00	1	0.00
59	143970 STICKER,MASS TRANSIT #1	0.000	Thousand	342.00	1	0.00
60	143971 STICKER,MASS TRANSIT #2	0.000	Thousand	342.00	1	0.00
61	143972 STICKER,MASS TRANSIT #3	0.000	Thousand	342.00	1	0.00
62	143973 STICKER,MASS TRANSIT #4	0.000	Thousand	342.00	1	0.00

General Requirements for all Items:

Header Text

This contract is for the purchase of inspection stickers for PennDOT

If you have any questions please contact

Dan Covell / Commodity Specialist

Department of General Services/ Bureau of Procurement

555 Walnut Street, 6th Floor, Forum Place/ Harrisburg, PA 17101

Phone: 717.346.3828/ Fax: 717.783.6241

dcovell@pa.gov

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Kevin Reichard | Commodity Specialist

Department of General Services | Bureau of Procurement

555 Walnut St., 6th Floor, Forum Place | Harrisburg, PA 17101

Phone: 717.787.7547 | Fax: 717.783.6241

kreichard@pa.gov

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31	148821 INSERT,TEMP	0.000	Thousand	6.10	1	0.00
32	148822 INSERT,WAIVER	0.000	Thousand	6.10	1	0.00
33	277367 DECAL,TRUCK WEIGHT,CLASS #2	0.000	Thousand	114.00	1	0.00
34	277368 DECAL,TRUCK WEIGHT,CLASS #3	0.000	Thousand	114.00	1	0.00
35	277369 DECAL,TRUCK WEIGHT,CLASS #4A	0.000	Thousand	114.00	1	0.00
36	277370 DECAL,TRUCK WEIGHT,CLASS #4B	0.000	Thousand	114.00	1	0.00
37	277371 DECAL,TRUCK WEIGHT,CLASS #5	0.000	Thousand	114.00	1	0.00
38	277372 DECAL,TRUCK WEIGHT,CLASS #6	0.000	Thousand	114.00	1	0.00
39	277373 DECAL,TRUCK WEIGHT,CLASS #7	0.000	Thousand	114.00	1	0.00
40	277374 DECAL,TRUCK WEIGHT,CLASS #8	0.000	Thousand	114.00	1	0.00
41	277375 DECAL,TRUCK WEIGHT,CLASS #9	0.000	Thousand	114.00	1	0.00

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42	277376 DECAL,TRUCK WEIGHT,CLASS #10	0.000	Thousand	114.00	1	0.00
43	277377 DECAL,TRUCK WEIGHT,CLASS #11	0.000	Thousand	114.00	1	0.00
44	277378 DECAL,TRUCK WEIGHT,CLASS #12	0.000	Thousand	114.00	1	0.00
45	277379 DECAL,TRUCK WEIGHT,CLASS #13	0.000	Thousand	114.00	1	0.00
46	277380 DECAL,TRUCK WEIGHT,CLASS #14	0.000	Thousand	114.00	1	0.00
47	277381 DECAL,TRUCK WEIGHT,CLASS #15	0.000	Thousand	114.00	1	0.00
48	277382 DECAL,TRUCK WEIGHT,CLASS #16	0.000	Thousand	114.00	1	0.00
49	277383 DECAL,TRUCK WEIGHT,CLASS #17	0.000	Thousand	114.00	1	0.00
50	277384 DECAL,TRUCK WEIGHT,CLASS #18	0.000	Thousand	114.00	1	0.00
51	277385 DECAL,TRUCK WEIGHT,CLASS #19	0.000	Thousand	114.00	1	0.00
52	277386 DECAL,TRUCK WEIGHT,CLASS #20	0.000	Thousand	114.00	1	0.00
53	277387 DECAL,TRUCK WEIGHT,CLASS #21	0.000	Thousand	114.00	1	0.00
54	277388 DECAL,TRUCK WEIGHT,CLASS #22	0.000	Thousand	114.00	1	0.00

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55	277389 DECAL,TRUCK WEIGHT,CLASS #23	0.000	Thousand	114.00	1	0.00
56	277390 DECAL,TRUCK WEIGHT,CLASS #24	0.000	Thousand	114.00	1	0.00
57	277391 DECAL,TRUCK WEIGHT,CLASS #25	0.000	Thousand	114.00	1	0.00
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PART I - GENERAL INFORMATION

PART I - GENERAL INFORMATION

I.1 IFB-001.1 Purpose (Oct 2006)

The Commonwealth of Pennsylvania (Commonwealth) is issuing this Invitation for Bids (IFB) to meet the needs of PENNDOT to satisfy a need for Inspection Stickers.

I.2 IFB-005.1 Type of Contract (Oct. 2006)

If the Issuing Office enters into a contract as a result of this IFB, it will be a Established Price Contract contract containing the Contract Terms and Conditions as shown in Part V of this IFB.

I.3 IFB-008.1C No Pre-bid Conference (Oct. 2006)

There will be no pre-bid conference for this IFB. If there are any questions, please forward them to the Issuing Office prior to the bid opening date and time.

I.4 IFB-009.1 Questions (February 2012)

All questions regarding the IFB must be submitted in writing to the email address of the Issuing Officer provided in the solicitation. While there is no set timeline for the submittal of questions, questions received within 48 hours prior to the bid due date and time will be answered at the discretion of the Commonwealth. All questions received will be answered, in writing, and such responses shall be posted to eMarketplace as an addendum to the IFB. The Issuing Officer shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the IFB or formally issued as an addendum by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or of the solicitation.

I.5 IFB-010.1 Addenda to the IFB (Oct. 2006)

If the Issuing Office deems it necessary to revise any part of this IFB before the bid response date, the Issuing Office will post an addendum to its website at WWW.EMARKETPLACE.STATE.PA.US it is the Bidder's responsibility to periodically check the website for any new information or addenda to the IFB.

I.6 IFB-011.1B Submission of Bids – Electronic Submittal (May 2011)

- a. Bids are requested for the item(s) described in the Invitation For Bids and all the documents referenced in the form (collectively called the IFB). Bidders must submit their bids through the Commonwealth's electronic system (SRM).
- b. It is the responsibility of each bidder to ensure that its Bid is received through the electronic system prior to the date and time set for the opening of bids ("Bid Opening Time"). No Bid shall be considered if it arrives after the Bid Opening Time, regardless of reason for the late arrival.

Bids that are timely received prior to the Bid Opening Time shall be opened publicly in the presence of one or more witnesses at the time and place designated in this IFB for the Bid opening.

- c. Bids must be firm. If a Bid is submitted with conditions or exceptions or not in conformance with the terms

and conditions referenced in the IFB Form, it shall be rejected. The Bid shall also be rejected if the items offered by the Bidder are not in conformance with the specifications as determined by the Commonwealth.

d. The Bidder, intending to be legally bound hereby, offers and agrees, if this Bid is accepted, to provide the awarded items at the price(s) set forth in this Bid at the time(s) and place(s) specified.

I.7 IFB-024.1 Bid Protest Procedure (April 2016)

The Bid Protest Procedure is on the DGS website at

<http://www.dgs.pa.gov/Documents/Procurement%20Forms/Handbook/Pt1/Pt%20I%20Ch%2058%20Bid%20Protests.pdf>

I.8 IFB-025.1 Electronic Version of this IFB (Oct 2006)

This IFB is being made available by electronic means. If a Bidder electronically accepts the IFB, the Bidder acknowledges and accepts full responsibility to insure that no changes are made to the IFB. In the event of a conflict between a version of the IFB in the Bidder's possession and the Issuing Office's version of the IFB, the Issuing Office's version shall govern.

I.9 IFB-029.1 Prices (Dec 6 2006)

The bid submitted by the successful Bidder will be incorporated into any resulting Contract and the Bidder will be required to provide the awarded item(s) at the prices quoted in its Bid.

I.10 IFB-030.1 Approved Equal (Nov 2006)

Whenever an item is defined in this IFB by trade name and catalogue number of a manufacturer or vendor, the term 'or approved equal,' if not inserted therewith shall be implied. Any reference to a particular manufacturer's product either by trade name or by limited description is solely for the purpose of more clearly indicating the minimum standard of quality desired, except where a 'no substitute' is requested. When a 'no substitute' is requested, the Issuing Office will consider Bids for the referenced product only. The term 'or approved equal' is defined as meaning any other make which, in the sole opinion of the Issuing Office, is of such character, quality, and performance equivalence as to meet the standard of quality of products specified for which it is to be used equally as well as that specified. A Bidder quoting on a product other than the referenced product shall: a) furnish complete identification in its Bid of the product it is offering by trade name, brand and/or model number; b) furnish descriptive literature and data with respect to the substitute product it proposes to furnish; and c) indicate any known specification deviations from the referenced product.

I.11 IFB-031.1 Alternates (Oct 2013)

A Bidder who wants to offer an alternate must notify the Issuing Office in writing, at least five (5) days prior to the scheduled Bid opening, that the Bidder intends to offer an alternate in its Bid. An "alternate" is a product that deviates from the requirements of the specifications in its composition, qualities, performance, size dimension, etc. The written notification from the Bidder must include a complete description of the alternate and must identify the product's deviations from the specifications. Upon receipt of the notification, the Issuing Office will determine whether the alternate is acceptable. If the Issuing Office, in its discretion, determines that the alternate is acceptable, the Issuing Office will issue a change notice to the invitation for bids that revises the specifications. If no change notice is issued revising the specification, a Bid offering the alternate will not be considered for award. If an item or items in the IFB are designated "no substitute," this provision does not apply and no alternate may be proposed by a bidder nor will any alternate be considered by the Issuing Office.

I.12 IFB-032.1 New Equipment (Nov 2006)

Unless otherwise specified in this invitation for bids, all products offered by Bidders must be new or remanufactured. A 'new' product is one that will be used first by the Commonwealth after it is manufactured or produced. A 'remanufactured' product is one which: 1) has been rebuilt, using new or used parts, to a condition which meets the original manufacturer's most recent specifications for the item; 2) does not, in the opinion of the Issuing Office, differ in appearance from a new item; and 3) has the same warranty as a new item. Unless otherwise specified in this invitation for bids, used or reconditioned products are not acceptable. This clause shall not be construed to prohibit Bidders from offering products with recycled content, provided the product is new or remanufactured.

I.13 I-IFB-033.1 Modification or Withdrawal of Bid (Nov 2006)

- a. Bid Modification Prior to Bid Opening. Bids may be modified only by written notice or in person prior to the exact hour and date specified for Bid opening.
- 1) If a Bidder intends to modify its Bid by written notice, the notice must specifically identify the Bid to be modified and must be signed by the Bidder. The Bidder must include evidence of authorization for the individual who signed the modification to modify the Bid on behalf of the Bidder. The Bid modification must be received in a sealed envelope. The sealed envelope must identify the assigned Collective Number and the Bid Opening Time, and should state that enclosed in the envelope is a Bid modification
 - 2) If a Bidder intends to modify its Bid in person, the individual who will modify the Bid must arrive in the Bid Opening Room prior to the Bid Opening Time, show a picture identification and provide evidence of his/her authorization to modify the Bid on behalf of the Bidder. If a Bidder intends to modify its Bid in person, the Bidder may do so only in the presence of an agency employee. (The agency employee will observe the actions taken by the individual to modify the Bid, but will not read the Bid or the modification).
- b. Bid Withdrawal Prior to Bid Opening. Bids may be withdrawn only by written notice or in person prior to the exact hour and date specified for Bid opening.
- 1) If a Bidder intends to withdraw its Bid by written notice, the notice shall specifically identify the Bid to be withdrawn and shall be signed by the Bidder. The Bidder must include evidence of authorization for the individual who signed the bid withdrawal to withdraw the bid on behalf of the Bidder. Except as provided in Subparagraph c, below, bid withdrawals received after the exact hour and date specified for the receipt of Bids shall not be accepted.
 - 2) If a Bidder intends to withdraw its Bid in person, the individual who will withdraw the Bid must arrive in the Bid Opening Room prior to the Bid Opening Time, show a picture identification and provide evidence of his/her authorization to withdraw the Bid on behalf of the Bidder.
- c. Bid Withdrawal After Bid Opening. Bidders are permitted to withdraw erroneous Bids after Bid opening only if the following conditions are met:
- 1) The Bidder submits a written request for withdrawal.
 - 2) The Bidder presents credible evidence with the request that the reason for the lower Bid price was a clerical mistake as opposed to a judgment mistake and was actually due to an unintentional arithmetical error or an unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the Bid.
 - 3) The request for relief and supporting evidence must be received by the Issuing Office within three (3) business days after Bid opening, but before award of the contract.
 - 4) The Issuing Office shall not permit a Bid withdrawal if the Bid withdrawal would result in the award of the contract on another Bid of the same Bidder, its partner, or a corporation or business venture owned by or in

which the bidder has a substantial interest.

- 5) If a Bidder is permitted to withdraw its Bid, the Bidder cannot supply any material or labor or perform any subcontract or other work agreement for the awarded contractor, without the written approval of the Issuing Office.
- d. Firm Bid. Except as provided above, a Bid may not be modified, withdrawn, or cancelled by any Bidder for a period of sixty (60) days following the time and date designated for Bid opening, unless otherwise specified by the Bidder in its Bid. If the lowest responsible Bidder, as determined by the Issuing Office, withdraws its Bid prior to the expiration of the award period or fails to comply with the requirements set forth in the IFB including but not limited to any requirement to submit performance or payment bonds or insurance certificates within the required time period, the Bidder shall be liable to the Commonwealth for all costs and damages associated with the re-award or re-bid including the difference between the Bidder's price and the actual cost that the Commonwealth pays for the awarded items.
- e. Clarification and Additional Information. After the receipt of Bids, the Issuing Office shall have the right to contact Bidders for the purpose of seeking:
 - 1) Clarification of the Bid which confirms the Issuing Office's understanding of statements or information in the Bid or;
 - 2) Additional information on the items offered; provided the IFB does not require the rejection of the Bid for failure to include such information.

I.14 I-IFB-034.1 Rejection of Bids (Nov 2006)

The Issuing Office reserves the right to reject any and all Bids, to waive technical defects or any informality in Bids, and to accept or reject any part of any Bid if the best interests of the Commonwealth are thereby served.

I.15 Submission-001.1 Representations and Authorizations (February 2017)

By submitting its proposal, each Offeror understands, represents, and acknowledges that:

- A. All of the Offeror's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.
- B. The Offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Offeror or potential offeror.
- C. The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential offeror for this RFP, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.
- D. The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- E. The Offeror makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- F. To the best knowledge of the person signing the proposal for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in

any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Offeror has disclosed in its proposal.

G. To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth.

H. The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.

I. The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal.

J. Each Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.

K. Until the selected Offeror receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity, and the Offeror shall not begin to perform.

L. The Offeror is not currently engaged, and will not during the duration of the contract engage, in a boycott of a person or an entity based in or doing business with a jurisdiction which the Commonwealth is not prohibited by Congressional statute from engaging in trade or commerce.

PART II - REQUIREMENTS

PART II - REQUIREMENTS

II.1 II-IFB-008.1b Lobbying Certification and Disclosure – Electronic Submission. (Oct 2006).

With respect to an award of a federal contract, grant, or cooperative agreement exceeding \$100,000 or an award of a federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000 all recipients must certify that they will not use federal funds for lobbying and must disclose the use of non-federal funds for lobbying by filing required documentation. Offerors must complete and return the Lobbying Certification Form and the Disclosure of Lobbying Activities Form, which are attached to and made a part of this IFB. The completed and signed Lobbying Certification Form and the Disclosure of Lobbying Activities Form should be submitted with the Bid Response. Commonwealth agencies will not contract with outside firms or individuals to perform lobbying services, regardless of the source of funds.

II.2 II-IFB-013.1b Samples (Oct 2013)

Samples must be delivered by bidders, postage prepaid to the Issuing Office, no later than the bid opening time and date. Failure to furnish the required samples to this location prior to bid opening time and date may result in the rejection of the bid. The number of samples required is 002. Each sample submitted shall be identified with the name of the bidder, the solicitation number, the bid opening date, and the item number to which it applies. The outside of the sample package must show the bidder's name and the solicitation number. Upon written request from the bidder, samples will be returned transportation charges collect. Otherwise the samples will be disposed of at the discretion of the Commonwealth 60 days after bid opening.

II.3 II-IFB-016.1 Post-Submission Descriptive Literature (Dec 2006)

The Commonwealth may, during its evaluation of the bids, require any bidder to submit cuts, illustrations, drawings, prints, test data sheets, specification sheets and brochures which detail construction features, design, components, materials used, applicable dimensions and any other pertinent information which the Issuing Office may require in order to evaluate the product(s) offered. The required information must be submitted within two (2) business days after notification from the Issuing Office. Failure to submit the required information prior to the expiration of the second business day after notification shall result in the rejection of the bid as non-responsive.

II.4 II-IFB-017.1b Reciprocal Limitations Act – Electronic Submittal (February 2007)

This procurement is subject to the Reciprocal Limitations Act. Bidders must complete and submit with the Bid Response the State of Manufacture Chart, which is contained in GSPUR-89 ("Reciprocal Limitations Act Requirements") which is attached to and made part of this IFB. The completed State of Manufacture Chart should be submitted as part of the Bid Response.

II.5 II-IFB-018.1b Iran Free Procurement Certification and Disclosure – Electronic Submittal (November 2016)

Prior to entering a contract worth at least \$1,000,000 or more with a Commonwealth entity, a bidder must: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services ("DGS") pursuant to Section 3503 of the Procurement Code and is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e). All bidders must complete and return the Iran Free Procurement Certification form, which is attached hereto and made part of this IFB. The completed and signed Iran Free Procurement Certification form must be submitted with the Bid Response.

See the following web page for current Iran Free Procurement list:

<http://www.dgs.pa.gov/businesses/materials%20and%20services%20procurement/procurement-resources/pages/default.aspx#.WDNfJ>

PART III - SELECTION CRITERIA

PART III - SELECTION CRITERIA

III.1 III-IFB-001.1a Mandatory Responsiveness Requirements (Oct 2006)

To be eligible for selection, a bid must be:

- a. Timely received from a Bidder;
- b. Properly signed by the Bidder.

III.2 III-IFB-006.1a Method of Award (February 2012)

It is the intent of the Commonwealth to make a single award of item(s) listed in the IFB to the lowest responsive and responsible bidder. The Commonwealth reserves the right to award by line item if it determines that it is in the best interest of the Commonwealth to do so.

III.3 III-IFB-007.1 Awards (May 2011)

Unless all Bids are rejected, and except as otherwise provided by law, award will be made through the issuance of a contract/purchase order in accordance with the method of award. Unless otherwise specified by the Issuing Office in the IFB form the Commonwealth reserves the right to award by item or on a total Bid basis, whichever is deemed more advantageous to the Commonwealth. In cases of discrepancies in prices, the unit price will be binding unless the unit price is obviously in error and the extended price is obviously correct, in which case the erroneous unit price will be corrected. As a condition for receipt of award of a contract/purchase order, the Bidder must be registered in the Commonwealth of Pennsylvania's Vendor Master file. In order to register, bidders must visit the Pa Supplier Portal at <https://www.pasupplierportal.state.pa.us/> or call the Customer Support Center at 877-435-7363 or 717-346-2676.

III.4 III-IFB-008.1 Tie Bids (Nov 2006)

All tie bids will be broken by the Issuing Office.

III.5 III-IFB-009.1 Prompt Payment Discounts (Nov 2006)

Prompt payment discounts will not be considered in making an award. If prompt payment discounts are offered by any Bidder, however, the Issuing Office will take advantage of such offer.

III.6 III-IFB-010.1 Option for Separate Competitive Bidding Procedure (Nov 2006)

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

III.7 III-IFB-014.1 Rebates (Nov 2006)

Any rebate applicable at the time of bid should be taken into consideration by the bidder in calculating its bid price. Bidders must specifically state in their bid proposal, when applicable, that rebates have been considered in arriving at the bid price. Following award, the Commonwealth will assign to the awarded bidder, any rebates which the bidder stated that he took into consideration. If the bidder fails to include such a statement, the Commonwealth will

receive the full benefit of the manufacturer's rebate.

PART IV - WORK STATEMENT

PART IV - WORK STATEMENT

IV.1 IFB-001.1a Specifications (Nov 2006)

The Commonwealth is seeking bids to procure the item(s) set forth in the attached document entitled "Specifications."

PART V - CONTRACT TERMS and CONDITIONS

PART V - CONTRACT TERMS and CONDITIONS

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

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

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

The initial term of the Contract shall be 02 year(s) and 00 month(s).

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

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

V.3 CONTRACT-002.2b Renewal of Contract Term – Mutual (Oct 2013)

The Contract may be mutually renewed for a maximum of 3 additional 1 year term(s), so long as the Commonwealth provides written notice to Contractor of its intention to extend the Contract by letter dated not less than 090 days prior to the expiration of the term of the agreement, or any extension thereof, and the Contractor consents to the renewal not less than 060 days prior to the expiration of the term of the agreement or any extension thereof. The renewal may be exercised as individual or multiple year terms(s). Any renewal will be under the same terms, covenants and conditions. No further document is required to be executed to renew the term of the contract.

V.4 CONTRACT-002.3 Extension of Contract Term (Nov 30 2006)

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

V.5 CONTRACT-003.1a Signatures – Contract (July 2015)

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

The Contract may be electronically signed by the Commonwealth. The electronically-printed name of the Purchasing Agent represents the signature of that individual who has the authority, on behalf of the Commonwealth, to bind the Commonwealth to the terms of the Contract. If the Contract output form does not have "Fully Executed" at the top of the first page and does not have the name of the Purchasing Agent printed in the appropriate box, the Contract has not been fully executed.

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

The Commonwealth and the Contractor specifically agree as follows:

- a. No handwritten signature shall be required in order for the Contract to be legally enforceable.
- b. The parties agree that no writing shall be required in order to make the Contract legally binding, notwithstanding

contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine Contract or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine Contract or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of a genuine Contract or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Contract or acknowledgement were not in writing or signed by the parties. A Contract or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.

c. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

V.6 CONTRACT-004.1a Definitions (Oct 2013)

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

a. Agency: The department, board, commission or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this contract, that entity shall also be identified as "Agency".

b. Contracting Officer: The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.

c. Days: Unless specifically indicated otherwise, days mean calendar days.

d. Developed Works or Developed Materials: All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other tangible material without limitation authored or prepared by Contractor as the work product covered in the scope of work for the Project.

e. Documentation: All materials required to support and convey information about the services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.

f. Services: All Contractor activity necessary to satisfy the Contract.

V.7 CONTRACT-005.1a Purchase Orders (July 2015)

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

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

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

a. No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable.

b. The parties agree that no writing shall be required in order to make the Purchase Order legally binding. The parties hereby agree not to contest the validity or enforceability of a Purchase Order or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain

agreements be in writing and signed by the party bound thereby. Any Purchase Order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Purchase Orders or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Purchase Order or acknowledgement were not in writing or signed by the parties. A Purchase Order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.

c. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

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

V.8 CONTRACT-006.1 Independent Prime Contractor (Oct 2006)

In performing its obligations under the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth. The Contractor will be responsible for all services in this Contract whether or not Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

V.9 CONTRACT-007.01a Supplies Delivery (Nov 30 2006)

All item(s) shall be delivered F.O.B. Destination. The Contractor agrees to bear the risk of loss, injury, or destruction of the item(s) ordered prior to receipt of the items by the Commonwealth. Such loss, injury, or destruction shall not release the Contractor from any contractual obligations. Except as otherwise provided in this contract, all item(s) must be delivered within the time period specified. Time is of the essence and, in addition to any other remedies, the Contract is subject to termination for failure to deliver as specified. Unless otherwise stated in this Contract, delivery must be made within thirty (30) days after the Effective Date.

V.10 CONTRACT-007.02 Estimated Quantities (Nov 30 2006)

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

V.11 CONTRACT-008.1a Warranty. (Oct 2006)

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

V.12 CONTRACT-009.1c Patent, Copyright, and Trademark Indemnity (Oct 2013)

The Contractor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of the Contract which

is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report, document or other material provided to the Commonwealth under the contract.

The Contractor shall defend any suit or proceeding brought against the Commonwealth on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of the Contract.

This is upon condition that the Commonwealth shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same.

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

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

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

If any of the products provided by the Contractor in such suit or proceeding are held to constitute infringement and the use is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-infringement equal performance products or modify them so that they are no longer infringing.

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

V.13 CONTRACT-009.1d Ownership Rights (Oct 2006)

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

V.14 CONTRACT-010.1a Acceptance (Oct 2006)

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

item(s), and deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price stated in the Contract and the cost thereof to the Commonwealth.

V.15 CONTRACT-010.2 Product Conformance (March 2012)

The Commonwealth reserves the right to require any and all Contractors to:

1. Provide certified data from laboratory testing performed by the Contractor, or performed by an independent laboratory, as specified by the Commonwealth.
2. Supply published manufacturer product documentation.
3. Permit a Commonwealth representative to witness testing at the Contractor's location or at an independent laboratory.
4. Complete a survey/questionnaire relating to the bid requirements and specifications.
5. Provide customer references.
6. Provide a product demonstration at a location near Harrisburg or the using agency location.

V.16 CONTRACT-010.3 Rejected Material Not Considered Abandoned (March 2012)

The Commonwealth shall have the right to not regard any rejected material as abandoned and to demand that the Contractor remove the rejected material from the premises within thirty (30) days of notification. The Contractor shall be responsible for removal of the rejected material as well as proper clean-up. If the Contractor fails or refuses to remove the rejected material as demanded by the Commonwealth, the Commonwealth may seek payment from, or set-off from any payments due to the Contractor under this or any other Contract with the Commonwealth, the costs of removal and clean-up. This is in addition to all other rights to recover costs incurred by the Commonwealth.

V.17 CONTRACT-011.1a Compliance With Law (Oct 2006)

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

V.18 CONTRACT-013.1 Environmental Provisions (Oct 2006)

In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including, but not limited to: the Clean Streams Law Act of June 22, 1937 (P.L. 1987, No. 394), as amended 35 P.S. Section 691.601 et seq.; the Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. Section 6018.101 et seq. ; and the Dam Safety and Encroachment Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended , 32 P.S. Section 693.1.

V.19 CONTRACT-014.1 Post-Consumer Recycled Content (June 2016)

Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified by the Environmental Protection Agency in its Comprehensive Procurement Guidelines, which can be found at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program> .

V.20 CONTRACT-014.3 Recycled Content Enforcement (February 2012)

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

V.21 CONTRACT-015.1 Compensation (Oct 2006)

The Contractor shall be required to furnish the awarded item(s) at the price(s) quoted in the Purchase Order. All item(s) shall be delivered within the time period(s) specified in the Purchase Order. The Contractor shall be compensated only for item(s) that are delivered and accepted by the Commonwealth.

V.22 CONTRACT-015.2 Billing Requirements (February 2012)

Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing , the Contractor shall include in all of its invoices the following minimum information:

- Vendor name and "Remit to" address, including SAP Vendor number;
- Bank routing information, if ACH;
- SAP Purchase Order number;
- Delivery Address, including name of Commonwealth agency;
- Description of the supplies/services delivered in accordance with SAP Purchase Order (include purchase order line number if possible);
- Quantity provided;
- Unit price;
- Price extension;
- Total price; and
- Delivery date of supplies or services.

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

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

V.23 CONTRACT-016.1 Payment (Oct 2006)

- a. The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Contract; (b) thirty (30) days after a proper invoice actually is received at the "Bill To" address if a date on which payment is due is not specified in the Contract (a "proper" invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by (a) and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within fifteen (15) days after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications. The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract

with the Commonwealth.

- b. The Commonwealth shall have the option of using the Commonwealth purchasing card to make purchases under the Contract or Purchase Order. The Commonwealth's purchasing card is similar to a credit card in that there will be a small fee which the Contractor will be required to pay and the Contractor will receive payment directly from the card issuer rather than the Commonwealth. Any and all fees related to this type of payment are the responsibility of the Contractor. In no case will the Commonwealth allow increases in prices to offset credit card fees paid by the Contractor or any other charges incurred by the Contractor, unless specifically stated in the terms of the Contract or Purchase Order.

V.24 CONTRACT-016.2 Payment – Electronic Funds Transfer (February 2014)

- a. The Commonwealth will make contract payments through the Automated Clearing House (ACH). Within 10 days of award of the contract or purchase order, the contractor must submit or must have already submitted their ACH information within their user profile in the Commonwealth's procurement system (SRM).
- b. The contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the contractor to properly apply the state agency's payment to the invoice submitted.
- c. It is the responsibility of the contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

V.25 CONTRACT-017.1 Taxes (Dec 5 2006)

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

V.26 CONTRACT-018.1 Assignment of Antitrust Claims (Oct 2006)

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

V.27 CONTRACT-019.1 Hold Harmless Provision (Nov 30 2006)

- a. The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.

- b. Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

V.28 CONTRACT-020.1 Audit Provisions (Oct 2006)

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

V.29 CONTRACT-020.2 Single Audit Act of 1984 (Oct 2013)

In compliance with the *Single Audit Act of 1984*, the Contractor agrees to the following:

- a. This Contract is subject to audit by federal and state agencies or their authorized representative in accordance with the auditing standards promulgated by the Comptroller General of the United States and specified in *Government Auditing Standards*, 1994 Revisions (Yellow Book).
- b. The audit requirement of this Contract will be satisfied if a single audit is performed under the provisions of the *Single Audit Act of 1984*, 31 U.S.C. Section 7501, et seq, and all rules and regulations promulgated pursuant to the Act.
- c. The Commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial/compliance, economy/efficiency, or program results nature, if deemed necessary.

The Contractor further agrees to comply with requirements that may be issued by the state agency upon receipt of additional guidance received from the federal government regarding the *Single Audit Act of 1984*.

V.30 CONTRACT-021.1 Default (Oct 2013)

a. The Commonwealth may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract or any Purchase Order for any of the following reasons:

- 1) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;
- 2) Failure to perform the work with sufficient labor, equipment, or material to ensure the completion of the specified work in accordance with the Contract or Purchase Order terms;
- 3) Unsatisfactory performance of the work;
- 4) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
- 5) Improper delivery;
- 6) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;
- 7) Delivery of a defective item;

- 8) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
- 9) Discontinuance of work without approval;
- 10) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
- 11) Insolvency or bankruptcy;
- 12) Assignment made for the benefit of creditors;
- 13) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
- 14) Failure to protect, to repair, or to make good any damage or injury to property;
- 15) Breach of any provision of the Contract;
- 16) Failure to comply with representations made in the Contractor's bid/proposal; or
- 17) Failure to comply with applicable industry standards, customs, and practice.

b. In the event that the Commonwealth terminates this Contract or any Purchase Order in whole or in part as provided in Subparagraph a. above, the Commonwealth may procure, upon such terms and in such manner as it determines, items similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items included within the terminated part of the Contract or Purchase Order.

c. If the Contract or a Purchase Order is terminated as provided in Subparagraph a. above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract or Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the Commonwealth against loss.

d. The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

e. The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.

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

V.31 CONTRACT-022.1 Force Majeure (Oct 2006)

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

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

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

V.32 CONTRACT-023.1a Termination Provisions (Oct 2013)

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

a. **TERMINATION FOR CONVENIENCE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for its convenience if the Commonwealth determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Contractor be entitled to recover loss of profits.

b. **NON-APPROPRIATION:** The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract or a Purchase Order. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose.

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

V.33 CONTRACT-024.1 Contract Controversies (Oct 2011)

a. In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.

b. If the Contractor or the contracting officer requests mediation and the other party agrees, the contracting officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the

contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.

c. Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

V.34 CONTRACT-025.1 Assignability and Subcontracting (Oct 2013)

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

b. The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.

c. The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.

d. Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.

e. For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.

f. Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.

g. A change of name by the Contractor, following which the Contractor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Contracting Officer written notice of any such change of name.

V.35 CONTRACT-026.1 Other Contractors (Oct 2006)

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

V.36 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (August 2018)

The Contractor agrees:

- 1.** In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- 2.** Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
- 3.** Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
- 4.** Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- 5.** The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
- 6.** The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- 7.** The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- 8.** The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- 9.** The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

10. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

V.37 CONTRACT-028.1 Contractor Integrity Provisions (January 2015)

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

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

a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

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

c. **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.

d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.

e. **"Financial Interest"** means either:

(1) Ownership of more than a five percent interest in any business; or

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

f. **"Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b)*, shall apply.

g. **"Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

2. In furtherance of this policy, Contractor agrees to the following:

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

b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation,

executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.

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

e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

- (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
- (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
- (3) had any business license or professional license suspended or revoked;
- (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
- (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

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

f. Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.

g. When contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.

h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that is has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for

investigations that do not result in the Contractor's suspension or debarment.

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

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

V.38 CONTRACT-029.1 Contractor Responsibility Provisions (Nov 2010)

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

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.

2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

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 Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.

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 that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

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/> or contacting the:

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

V.39 CONTRACT-030.1 Americans with Disabilities Act (April 1, 2010)

a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. Section 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. Section 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.

b. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of Subparagraph a above.

V.40 CONTRACT-031.1 Hazardous Substances (April 2017)

The Contractor shall provide information to the Commonwealth about the identity and hazards of hazardous substances supplied or used by the Contractor in the performance of the Contract. The Contractor must comply with Act 159 of October 5, 1984, known as the "Worker and Community Right to Know Act" (the "Act") and the regulations promulgated pursuant thereto at 34 Pa. Code Section 301.1 - 323.6.

a. Labeling. The Contractor shall ensure that each individual product (as well as the carton, container or package in which the product is shipped) of any of the following substances (as defined by the Act and the regulations) supplied by the Contractor is clearly labeled, tagged or marked with the information listed in Subparagraphs (1) through (4):

1) Hazardous substances:

- a) The chemical name or common name,
- b) A hazard warning, and
- c) The name, address, and telephone number of the manufacturer.

2) Hazardous mixtures:

- a) The common name, but if none exists, then the trade name,
- b) The chemical or common name of special hazardous substances comprising .01% or more of the mixture,
- c) The chemical or common name of hazardous substances consisting 1.0% or more of the mixture,
- d) A hazard warning, and

e) The name, address, and telephone number of the manufacturer.

3) Single chemicals:

a) The chemical name or the common name,

b) A hazard warning, if appropriate, and

c) The name, address, and telephone number of the manufacturer.

4) Chemical Mixtures:

a) The common name, but if none exists, then the trade name,

b) A hazard warning, if appropriate,

c) The name, address, and telephone number of the manufacturer, and

d) The chemical name or common name of either the top five substances by volume or those substances consisting of 5.0% or more of the mixture.

A common name or trade name may be used only if the use of the name more easily or readily identifies the true nature of the hazardous substance, hazardous mixture, single chemical, or mixture involved.

Container labels shall provide a warning as to the specific nature of the hazard arising from the substance in the container.

The hazard warning shall be given in conformity with one of the nationally recognized and accepted systems of providing warnings, and hazard warnings shall be consistent with one or more of the recognized systems throughout the workplace. Examples are:

- NFPA 704, Identification of the Fire Hazards of Materials.
- National Paint and Coatings Association: Hazardous Materials Identification System.
- American Society for Testing and Materials, Safety Alert Pictorial Chart.
- American National Standard Institute, Inc., for the Precautionary Labeling of Hazardous Industrial Chemicals.

Labels must be legible and prominently affixed to and displayed on the product and the carton, container, or package so that employees can easily identify the substance or mixture present therein.

b. Material Safety Data Sheet. The contractor shall provide Material Safety Data Sheets (MSDS) with the information required by the Act and the regulations for each hazardous substance or hazardous mixture. The Commonwealth must be provided an appropriate MSDS with the initial shipment and with the first shipment after an MSDS is updated or product changed. For any other chemical, the contractor shall provide an appropriate MSDS, if the manufacturer, importer, or supplier produces or possesses the MSDS. The contractor shall also notify the Commonwealth when a substance or mixture is subject to the provisions of the Act. Material Safety Data Sheets may be attached to the carton, container, or package mailed to the Commonwealth at the time of shipment.

V.41 CONTRACT-032.1 Covenant Against Contingent Fees (Oct 2006)

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

V.42 CONTRACT-033.1 Applicable Law (Oct 2006)

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth

of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

V.43 CONTRACT- 034.1b Integration (Nov 30 2006)

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

V.44 CONTRACT-034.2b Order of Precedence - IFB (Dec 6 2006)

In the event there is a conflict among the documents comprising this Contract, the Commonwealth and the Contractor agree on the following order of precedence: the Contract; the IFB; and the Contractor's Bid in Response to the IFB.

V.45 CONTRACT-034.3 Controlling Terms and Conditions (Aug 2011)

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

V.46 CONTRACT-035.1a Changes (Oct 2006)

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

V.47 CONTRACT-037.1a Confidentiality (Oct 2013)

(a) The Contractor agrees to protect the confidentiality of the Commonwealth's confidential information. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party (notice may be communicated by describing the information, and the specifications around its use or disclosure, in the SOW). Neither party may assert that

information owned by the other party is such party's confidential information. The parties agree that such confidential information shall not be copied, in whole or in part, or used or disclosed except when essential for authorized activities under this Contract and, in the case of disclosure, where the recipient of the confidential information has agreed to be bound by confidentiality requirements no less restrictive than those set forth herein. Each copy of such confidential information shall be marked by the party making the copy with any notices appearing in the original. Upon termination or cancellation of this Contract or any license granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only, and which will remain subject to this Contract's security, privacy, data retention/destruction and confidentiality provisions (all of which shall survive the expiration of this Contract). Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this Contract, and at the discretion of the non-breaching party, result in termination for default pursuant to the DEFAULT provision of this Contract, in addition to other remedies available to the non-breaching party.

(b) Insofar as information is not otherwise protected by law or regulation, the obligations stated in this Section do not apply to information:

- (1) already known to the recipient at the time of disclosure other than through the contractual relationship;
- (2) independently generated by the recipient and not derived by the information supplied by the disclosing party.
- (3) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
- (4) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
- (5) required to be disclosed by law, regulation, court order, or other legal process.

There shall be no restriction with respect to the use or disclosure of any ideas, concepts, know-how, or data processing techniques developed alone or jointly with the Commonwealth in connection with services provided to the Commonwealth under this Contract.

(c) The Contractor shall use the following process when submitting information to the Commonwealth it believes to be confidential and/or proprietary information or trade secrets:

- (1) Prepare an un-redacted version of the appropriate document, and
- (2) Prepare a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret, and
- (3) Prepare a signed written statement that states:
 - (i) the attached document contains confidential or proprietary information or trade secrets;
 - (ii) the Contractor is submitting the document in both redacted and un-redacted format in accordance with 65 P.S. § 67.707(b); and
 - (iii) the Contractor is requesting that the document be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.
- (4) Submit the two documents along with the signed written statement to the Commonwealth.

V.48 CONTRACT-046.1 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.

V.49 CONTRACT-049.01 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.

V.50 CONTRACT-049.02 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.

V.51 CONTRACT-049.03 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.

V.52 CONTRACT-049.05 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.

V.53 CONTRACT-049.06 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 Finder Buyers Guide – North American Edition, or as otherwise accepted by Grade Finders, Inc., for publication in subsequent editions of any of its paper 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.

V.54 CONTRACT-049.07 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.

V.55 CONTRACT-049.08 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.

V.56 CONTRACT-049.09 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.

V.57 CONTRACT-049.10 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.

V.58 CONTRACT-049.12 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.

V.59 CONTRACT-049.13 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 and otherwise. If any such material is damaged or lost, the Contractor will replace it.

V.60 CONTRACT-049.14 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.

V.61 CONTRACT-049.15a Capabilities (Jan 2015)

The Contractor must be the owner or lessee of the equipment necessary to perform the production (i.e., printing, binding, inserting and mailing) required under this contract. Owner is defined as the party who owns or has title to

the equipment. Lessee is defined as the party to whom a lease is granted to use, for a specified time in return for compensation, the equipment (not including labor) owned by another. Production does not include substrate, raw materials or postage. The Contractor must separately identify substrate costs, raw material costs, printing, binding, inserting and mailing costs in their pricing. The total of these costs must equal the cost of the job. In addition, the Contractor must identify who will be performing each of these functions and the location of the production.

V.62 CONTRACT-049.16 Ordering (March 2012)

The Contractor will be required to accept orders via PaPublisher, email, fax, phone, and in some cases, mail (requiring a P.O. Box). The ability to accept orders must be available at least all weekdays (Monday through Friday) from 7:00 AM EST to 5:00 PM EST. The Contractor must also provide the Commonwealth with a confirmation notice indicating receipt of the order within 24 hours upon receipt.

V.63 CONTRACT-049.17 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.

V.64 CONTRACT-049.18 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.

V.65 CONTRACT-049.19 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.

V.66 CONTRACT-049.20 Printer's Errors (March 2012)

The Contractor shall be held responsible for all errors that it may commit, and it shall be 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 cost.

V.67 CONTRACT-049.21 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. Inks 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.

V.68 CONTRACT-049.22 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.

V.69 CONTRACT-049.23 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.

V.70 CONTRACT-049.24 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.

V.71 CONTRACT-049.25 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 Specification 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.

V.72 CONTRACT-051.1 Notice (Dec 2006)

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

- a. If to the Contractor: the Contractor's address as recorded in the Commonwealth's Supplier Registration system.

b. If to the Commonwealth: the address of the Issuing Office as set forth on the Contract.

V.73 CONTRACT-052.1 Right to Know Law (Feb 2010)

a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.

b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:

1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.

d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.

f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.

g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

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

i. The Contractor’s duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

STATEMENT OF WORK
Solicitation No. 6100053679

- OVERVIEW:** The Department of Transportation is soliciting bids for Vehicle Inspection and Identification Security Devices (Stickers). This covers all operations, services, and materials furnished by the Offeror which are required for the manufacturing, printing, packaging, repackaging, storage, and distribution of printed material as required by the specifications and in accordance with PCID numbers 1096, 1097, 1098, 1099, and 1100.

The Pennsylvania Vehicle Inspection program is decentralized and consists of over 17,000 privately owned inspection stations throughout the Commonwealth. Inspection Sticker product is shipped to PennDOT from the supplier to inventory, process, and ship to the individual Inspection Stations throughout the Commonwealth. PennDOT is open to other options to provide Inspection Stickers to the Inspection Stations.

- METHOD OF AWARD:** The IFB is comprised of a single lot which includes Inspection Sticker: Annual Inside, Semi-Annual; Emissions, Annual Outside, Inserts, Truck Weight Class Identification, School Bus, and Mass Transit. The Commonwealth intends to award to the lowest responsible and responsive bidder who complies with the “Eligibility Requirements” set forth in this IFB.
- ESTIMATED QUANTITIES:** The quantities listed here are based on historical data on a yearly basis and may be increased or decreased in accordance with the actual requirements of the Commonwealth.

Description	Project Annual Volume	Typical Order Size	Orders Placed Per Year
Annual Inspection	10,200,000	5,000,000	Aug (5M); Jan (5.2M);
Semi-Annual Inspection	200,000	200,000	Aug (200K)
Emissions	8,200,000	4,000,000	Aug(4M); Jan (4.2M);
Annual Outside Inspection	550,000	550,000	Aug (550K)
Inserts	39,000,000	13,000,000	Mar (13M); Jun (13M); Nov (13M)
Truck Weight Class Identification	150,000	75,000	Oct; (75K) Apr (75K)
School Bus	34,500	34,500	Sept (34.5K)

Mass Transit	4,000	4,000	Sept (4K)
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4. **PRICING:** Costs which are not specifically identified in the Offeror’s response and accepted by the Commonwealth as part of a Contract will not be compensated under any Contract awarded pursuant to this IFB. The Commonwealth will not be responsible for any costs or expenses incurred by Offerors in responding to this IFB.

5. **ELIGIBILITY REQUIREMENTS:** In order to be eligible for award, Offerors must submit a complete bid package, including all responses and documentation, including the following items.

- Description of security precautions and procedures as set forth in Paragraph
- Description of Manufacture Process as set forth in Paragraph

6. **SECURITY REQUIREMENTS:** The minimum security required for the awarded Offeror shall include:

- Satisfactory nationwide background checks on employees.
- A twenty-four (24) hour recorded video surveillance system covering all areas of manufacturing, storage, and shipping.
- Restricted access (security guards or electronic security system) to all buildings used in the manufacturing process
- A limited access, locked storage area for all tools and materials used in the manufacturer of PA stickers, including waste.
- A limited access, locked area for storage of all finished product until time of shipment.
- A log recording all waste and spoilage generated during the manufacturing process. These sheets are to be maintained by the Offeror on a daily basis and stored for a period of one (1) year after termination of the contract. All log sheets are made available to the Commonwealth on a semiannual schedule, as well as when specifically requested by an agency.
- A destruction plan for all materials or finished product including dies and materials which could be used to produce fraudulent stickers.
- A procedure that would notify the Commonwealth within 24 hours of any theft, missing materials or fraudulent activity as well as a description of the situation and any remedy. The vendor will keep in touch with the Commonwealth daily until the situation is resolved.
- The offeror is responsible for ensuring safe and secure transportation of the product listed in this IFB from their facility to PennDOT. If a third-party carrier is used, the carrier must be bonded. The product must not be shipped with any other product.

7. **MANUFACTURE PROCESS REQUIREMENTS:**

- Provide an outline of the manufacturing process, including the equipment, names, addresses, and phone numbers of all facilities used in manufacturing. The facilities, equipment, nor any part of the manufacturing process may be relocated without prior approval from the Contracting Officer.
- Provide a complete outline of internal testing procedures, as well as company quality assurance procedures which will be used to certify that the product meets all aspects of the specifications provided with this bid and subsequent contract award.
- Offeror shall have equipment backup/contingency procedures. The Commonwealth reserves the right to review these procedures upon request.

- Offeror is prohibited from subcontracting or outsourcing any part of this contract without the express written approval of the Contracting Officer.
- Testing procedures should ensure the testing of the sticker is with the sticker adhered to automotive safety glass.

8. **SAMPLES:** Offerors are required to provide two complete and identical sets of samples in response to this solicitation. The samples need to be of similarly-sized labels showing the materials, the security features and the workmanship that will be used for the stickers under this contract. All security features do not need to be shown on a single sample sticker; however each sample sticker must be clearly marked as to the features being shown such as the print feature, the holographic feature, overt features, covert features, and material. An explanation of how these features will be incorporated into each sticker is required. If similar sample security features are deemed proprietary and cannot be submitted for this bid package, the Commonwealth reserves the right to view these features during a site visit prior to award being made. Since this bid will be submitted electronically, samples should be mailed with sufficient time to arrive prior to bid opening. Samples must be mailed to:

Kevin Reichard Commodity Specialist
 Department of General Services
 Bureau of Procurement, Print & Support Services Division
 555 Walnut Street, 6th Floor
 Harrisburg, PA 17101

9. **ACCOUNT MANAGEMENT:** The Offeror will designate an Account Representative to oversee the contract and serve as the single point of contact regarding this contract. The awarded Offeror must inform the Contracting Officer as soon as possible of any change in the Account Representative.

The Account Representative will be responsible for:

- Proper operation and administration of the contract by the Offeror, its agents and any subcontractor.
- Coordinating delivery and pickup of finished products.
- Responding in a timely manner, in writing unless instructed otherwise, to all information requests from the Commonwealth agencies.
- Attending meetings as requested if indicated by the Commonwealth agencies.
- Providing all periodic reports required by Commonwealth agencies.

The Commonwealth may require the awarded Offeror to replace the Account Representative if, in the opinion of the Commonwealth, it appears that the Account Representative is not performing in accordance with the Contract.

10. **IMPLEMENTATION PLAN:** The Offeror shall develop an implementation plan which contains information on all activities required to assume print operations. This implementation period will run from the Notice to Proceed date provided by PennDOT through the timeframe involved with the Commonwealth's internal campaign schedules. This implementation process is critical and must be performed as a service of the contract at no charge to the Commonwealth. The awarded Offeror must be ready to start production when the Notice to Proceed is issued. The plan must include the following:

- Identification of personnel necessary to complete the activities.
- Identification of the systems and equipment needed for takeover of program.

- Identification of any takeover the Offeror has been involved in within the past five years.

- 11. PRODUCTION:** Offeror must notify ordering agency at least 72 hours in advance of scheduled press time so that agency representative(s) can be present, at the ordering agency’s discretion, for press checks. If the agency representative(s) deem visits are necessary, the Commonwealth will be responsible for its own travel expenses.
- 12. RECEIPT OF ORDER:** Agency(s) shall issue Purchase Orders against the contract. The Offeror shall contact the agency(s) within three (3) business days of receipt of Purchase Order to discuss design, composition, ink colors, sequential numbering sequences, delivery requirements, etc. Offeror shall provide to the agency(s), in writing, details of discussion and all decisions reached, within one (1) business day. Use of e-mail or facsimile equipment to provide this information is acceptable.
- 13. PROOFS:** Three (3) sets of proofs for each line item on the Purchase Order are to be provided, both electronically and in hard copy in accordance with Attachment C. The agency will notify the Offeror of approval or revisions in accordance with Attachment C. In the case of revisions, the Offeror shall make all necessary changes and provide new proofs in accordance with Attachment C.
- 14. COMPOSITION CHARGES:** Charges apply only to new stickers or complete changes to current designs. Initial plate charges for all stickers covered by this contract are included in the unit price bid. Charge is per page (plate) of copy. One change during this contract period will be covered by this contract at no charge to the Commonwealth.
- 15. SAMPLES (Yearly):** The offeror will provide samples of each sticker type annually for the contract term. The Offeror is required to provide samples of each type of sticker ordered as outlined in the chart below:

Annual Inside, Annual Outside, Semi- annual Inside, Emissions & Inserts	500 (each sticker type on every one transparency – see NOTE below) (Samples of inserts are not required)
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NOTE: Samples shall meet all specifications, with the exception of the serial number. In place of the serial number, the word “SAMPLE” shall appear. Each sticker is placed on a transparent sheet, as it would appear on the windshield of a vehicle, to allow viewing of both sides of the sticker. One sample of each sticker type ordered is contained on one transparency, i.e., 500 transparencies containing multiple sticker types. Samples are provided to the agency no later than the first initial delivery of the order. These samples are provided to law enforcement to use as a comparison to identify and deter the use of fraudulent stickers.

- 16. DEFECTS:** A defect is defined as any characteristic of the product that does not meet with specifications, or approved design, rendering it unsuitable for distribution as determined by the Commonwealth.

If defects are discovered during acceptance testing, the Commonwealth reserves the right to reject the delivery, or any part thereof, require replacement in accordance with Attachment C, and surcharge the Offeror for any expense incurred by the Commonwealth as a result of the defect.

In the event that defects are discovered after a delivery is accepted, the Commonwealth may provide a written request for replacement. In accordance with Attachment C, the Offeror shall replace all defective stickers identified up to that point in time. A timeframe for discovery of defective stickers shall begin with acceptance testing upon delivery and extend to anytime thereafter within the longevity period.

Replacement of defective stickers is on a one-for-one basis, equating to the actual amount of affected stickers. All replacement stickers shall meet the quality standards of the specification and subject to all terms and conditions under this contract. Upon any request for replacement of defective stickers, the Commonwealth shall provide the specific serial numbers to issue.

In addition, the Offeror shall pay all expenses incurred by the Commonwealth to correct problems arising from defective stickers. Offeror shall reimburse the expense to the Commonwealth on the next invoice(s) issued, when applicable.

17. **RAW MATERIAL:** Some orders will require that the Offeror provide storage of certain items and make delivery within a 48-hour window. In general, the agency will attempt to give 10-working days' notice.

The Offeror is required to maintain a three-month supply of raw material for any item covered in this contract. In order to calculate the required storage space, see annual historical volumes in the beginning of this document. Once the contract is awarded, the agency will report to the Offeror updated annual usage volumes. Based on this updated annual usage reporting, the Offeror is required to adjust the amount of raw material held.

The Commonwealth is not responsible for any raw materials held in stock at the end of campaign period.

The Offeror is required to store all raw materials in a facility secure against theft and unauthorized entry at all times. The Offeror is responsible for loss, damage or theft of any stored items. In addition, the storage site shall be located so as to provide delivery to the Agency within the 48-hour minimum notice.

The Offeror may be required to submit monthly reports to the Agency which should include details such as current volume available, volume in transit and volume in production.

18. **SERIAL NUMBERS:** All deliveries are palletized in sequential number order, with the lowest numbers on top. It must be ensured there will be no gaps in serial numbers.
19. **TECHNICAL DATA:** The awarded Offeror shall assume responsibility to provided Technical Data Sheets on all areas of production; i.e.: inks, films, paper, adhesive, etc. New Technical Data Sheets shall be provided any time a change in product, processing or equipment occurs. In the event a performance issue arises, the Commonwealth reserves the right to have product(s) tested at an Independent Testing Facility at the Offeror's expense.
20. **SECURITY VERIFICATION:** During the contract period, the validity of some stickers may be questioned by law enforcement, field personnel, the repair industry or other interested parties. In such situations, verification of authenticity becomes extremely important in the discovery and prevention of fraudulent activities. The Offeror is expected to provide verification testing at the Commonwealth's request at any time during the contract period at no additional charge.

Verification testing shall include on--site analysis by the qualified security Offeror to confirm or deny the genuineness of the sticker(s) and the security feature(s) in question. A written report of the analysis

is submitted to the Commonwealth within seven (7) calendar days of request.

21. **SUBSTITUTIONS OR CHANGES TO PRODUCT OR SPECIFICATIONS:** Although the Commonwealth encourages Offerors to suggest changes to specifications where such changes will save the Commonwealth time, money, or effectiveness of the printed materials, no substitutions or changes to the specifications provided to the Commonwealth are allowed without the approval of the Contracting Officer and the using agency.
22. **COPY TRANSFER:** Offeror shall work with the ordering agency to achieve the highest level of electronic copy transfer obtained with existing equipment.
23. **NOTICE OF DELAYS:** Whenever the Offeror encounters any difficulty that delays or threatens to delay the timely performance of this Contract or any Purchase Order issued under this Contract (including actual or potential labor disputes), the Offeror shall immediately give notice thereof, in writing, to the Contracting Officer and the agency's contact person stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the Commonwealth or the ordering agency of any rights or remedies to which it is entitled by law or pursuant to provisions of the Contract. Failure to give such notice, however, is grounds for denial of any request for an extension of the delivery schedule because of such delay.
24. **ADJUSTMENT TO THE SHIPPING SCHEDULE:** In the event an adjustment of schedule was requested by the Offeror and is approved by the ordering agency in writing, the Offeror is required to meet the adjusted shipping date and is considered delinquent if he fails to do so.
25. **CONTRACT TRANSITION FOR ITEMS REQUIRING FULLIMENT SERVICES:** Because of the critical nature of the items and services provided under this contract, there can be no interruption of services during the transition from the current Offeror to the newly awarded Offeror. Therefore, the incumbent Offeror and the newly awarded Offeror must work together with the Agencies to assure a smooth transition of these items.

Approximately two weeks prior to the end of the current contract, the incumbent Offeror will provide to the Agency a physical count of all Agency items in the Offeror's warehouse, along with a list of any open orders and the anticipated delivery date for each order. The Agency will provide a copy of the inventory and open orders list to the newly awarded Offeror. The Agency will work with the incumbent Offeror to close out as many open orders as possible and to reduce inventory levels to a minimum prior to the contract transition period.

The newly awarded Offeror may be required to accept and store items from the previous Offeror upon commencement of the contract, up to a three-month supply of any large volume items. In this event, the newly awarded Offeror must accept delivery of this inventory from the incumbent Offeror's facility to their facility within one week of the start of the new contract unless specified otherwise in the RFP/IFB's Statement of Work. The newly awarded Offeror will not be allowed to charge for costs associated with the transition of these items from the previous Offeror's warehouse(s) to the Offeror's warehouse(s). The newly awarded Offeror will not be allowed to charge for delivery or storage of this existing inventory.

The newly awarded Offeror must conduct a physical inventory of all transferred items within one week of transfer and provide a written report to the Agency, along with copies of all bills of lading or other delivery receipts that detail exact quantities transferred.

If this contract is terminated prior to the completion of a project, or if the work on a project is terminated for any reason, the Offeror must provide for a reasonable period of time after the termination of this project or contract, all reasonable transition assistance requested by the Commonwealth to allow for the terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the Commonwealth or its designees.

26. **Storage:** Offeror may be required to store inspection certificates and or inserts. The storage area must comply with all security requirements outlined throughout this contract.



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA COMMERCIAL ITEM DESCRIPTION (PCID)

Inspection Stickers; Annual Inside, Semi-Annual and Emissions
(This item description supersedes PCID 1096 dated 18 Nov 2016)

PCID NO. 1096
Eff. 28 Nov 2016

This Pennsylvania Commercial Item Description (PCID) covers requirements for inspection stickers used for identification purposes and placed upon vehicle windshields. The stickers shall be pressure-sensitive containing an anti-counterfeit, tamper resistant material with security features that utilize the latest technology and are difficult to duplicate yet easily detected with the unaided eye. The stickers must be affixed to the vehicle windshields by inspection stations approved and licensed by the Commonwealth of Pennsylvania, or in the case of school buses, by the designated unit of the Pennsylvania State Police, in a manner prescribed by law.

This PCID shall be considered a performance specification. The product outlined in this document must perform as specified, or it will be considered non-compliant and defective. Independent product testing may be necessary; however, the ability to properly adhere to the surface to which it is applied, while meeting all of the other requirements in this PCID, will determine the product's conformance to specification.

1.0 Classification - Inspection stickers covered by this specification shall be:

1.1 Annual Inside (AI) - to be affixed to vehicles including, passenger vehicles and light trucks with a registered gross vehicle weight (GVW) of 17,000 pounds or less, emergency vehicles, farm vehicles with a gross weight rating of greater than 17,000 pounds for which a Type D biennial certificate of exemption has been issued, private noncommercial vehicles used to transport students, and motor carrier vehicles with a registered gross vehicle weight in excess of 17,000 pounds.

1.2 Semi-Annual Inside (SI) – to be affixed to school buses, vehicles which are under contract with or owned by a school district or a private or parochial school, including vehicles having chartered group and party rights under the Public Utility Commission and used to transport school students; passenger vans used to transport persons for hire or owned by a commercial enterprise and used for transportation of employees to or from their place of employment; and mass transit vehicles.

1.3 Emissions (IM) - Affected Emission Vehicles

2.0 Requirements

2.1 Material - Inspection stickers shall consist of the highest quality material that will produce a pressure sensitive "sticker" conforming to the requirements of this specification and containing visually identifiable features for non-destructive verification of authenticity by an observer. AI, SI, and IM stickers shall be printed on an engineered paper of not less than 3.3 mil in thickness, and treated with a pressure sensitive adhesive that will be compatible with the adhesive of corresponding inserts covered in PCID 1097. The back side of the

material shall withstand routine windshield cleaning without damage to the sticker as well as accept writing from a ballpoint pen.

2.2 Size - Unless otherwise prescribed by the Commonwealth, individually the stickers shall measure 3" wide by 2.2" high.

2.3 Design - Inspection stickers shall be of a design, including color, lettering, size of printing, an Optically Variable Security Device (OVSD) pattern, OVSD integration, etc., on the face and color, lettering, design, and size of printing on the back, as indicated and approved by PENNDOT by the means of proofs prior to production.

2.4 Writing Surface - Writing with ballpoint pen (non-erasable ink) on the reverse (back) side of the sticker must adhere securely and resist smudging and removal. The writing must remain securely anchored, clearly legible and free of smudging.

2.5 Opacity - One side of the paper shall be coated in such a way that writing or printing on the back of the sticker shall not distort the features of the front of the sticker when viewed in normal position under average daylight conditions.

2.6 Adhesive - The face side of the sticker shall be coated with a pressure-sensitive adhesive that will assure adhesion to a vehicle windshield for a period of fifteen (15) months, requiring no moisture, heat or other preparation prior to application. The adhesive shall coat the entire area of the face side of the sticker smoothly and uniformly and shall contain such additives as are necessary to insure flexibility during storage life of the sticker. The sticker shall show satisfactory adhesion as indicated by no delamination, separation or any other type of product peeling not indicated, between the sticker and the surface to which it is applied.

2.7 Facing (Slip) Sheet - The facing (slip) sheet shall be easily removable by hand for a period of eighteen (18) months from date of receipt without damaging the pressure-sensitive face of the sticker, and shall be sufficiently translucent so that the calendar years and the serial number are legible beneath it. The facing (slip) sheet shall be easily removable over a temperature range of 0°F to 120°F without damage to the sticker.

2.8 Perforations - Where an individual sticker requires perforation there shall be no blocking or oozing of adhesive causing edge sticking of the sticker. Perforations shall cause no damage to the sticker upon removal of the facing (slip) sheet.

2.9 Security Features - A primary security feature shall be incorporated into each sticker so that any attempt made to remove the sticker from the windshield will result in disintegration, defacement, or visible damage to the sticker rendering it unusable.

2.9.1 An additional security feature for AI, SI, and IM stickers shall incorporate an Optically Variable Security Device (OVSD), which is clearly visible when observed at various angles with the unaided eye, while the sticker is affixed to the interior of a vehicle's windshield. This optical image shall be made integral within the sticker in such a way that would make unauthorized sticker reproduction extremely difficult and shall consist of a minimum of three levels (Public, Private, Forensic) of security as follows:

2.9.2 Public Security Level (Easy-To-Recognize) – Shall be comprised of a computer generated diffractive image of the PENNDOT logo. The dot of the logo shall be a visually kinetic feature that zooms in and out with changing light and viewing angles. This feature shall be easily recognizable with the unaided eye from a broad range of distances and angles under various daylight conditions. Holographic image, diffractive image of PennDOT logo and kinetic dot, and public security feature and print need to be in register.

2.9.3 Private Security Level – Shall be comprised of a covert feature that is easily identified with a handheld viewer. The covert feature is designed for non-destructive, visual verification of authenticity. This feature is verifiable before and after application of the sticker to the vehicle. This type of covert feature shall be available from a qualified anti-counterfeit security vendor and not commercially available to the public. Holographic image and/or private security feature and print need to be in register.

2.9.4 Forensic Security Level – Shall be comprised of an evaluation of the optical signature of the OVSD. This measurement shall not change from one manufacturing run to the next. It shall not be affected or changed by paper, ink, or adhesive properties, nor affected or changed by any of the machine settings that are employed in the manufacturing process. This covert feature is designed for verification by the qualified anti-counterfeit security vendor and shall consist of a unique optical signature. Forensic security feature and print need to be in register.

2.9.5 Color – Shall be mutually agreed to by contractor and requisitioning agency, in accordance with contract requirements. Colors will be determined by using the Pantone Matching System (PMS) when possible. Once determined, colors must remain consistent from one manufacturing run to the next for the entire campaign year.

3.0 Serial Numbering - Inspection stickers shall have a serial number consisting of a prefix and a seven-digit number. The font size of the serial numbers shall be 4.6mm (+/- .3). All stickers shall be consecutively numbered, in accurate sequence, for the total quantity required for individual inspection periods and sticker types designated.

3.1 Inspection stickers shall have a serial number prefix containing the following information: For AI, SI, and IM stickers the prefix shall consist of two alpha characters which will be designated by the purchasing agency, followed by the last number of the year for which the sticker is issued (e.g., 2 for the year 2002).

3.2 All inspection stickers types shall be numbered beginning at 0000001 for each yearly campaign and continue sequentially until the purchase order quantity is satisfied. In the event the 7 digit number of 9999999 is reached on a sticker type, the manufacturer shall request approval of a new prefix to be determined by the requisitioning agency prior to continued production of that sticker type.

4.0 Quality

4.1 The quality of these stickers is very important. The quality philosophy and methods of the selected supplier must be “zero defects”. Each bidder must submit their plan for accomplishing the “zero defects” quality philosophy along with their bid.

4.2 Acceptable quality levels for these products are no more than one (1) defective sticker per 100,000 delivered stickers to the purchasing agency per contract year. Defects include, but are not limited to, duplicated or missing

serial numbers, out of sequence numbering of stickers, stickers failing to adhere to vehicle windshields for the specified time, stickers not meeting the required security features, stickers damaged or removed by routine windshield washing, blistering, peeling, fading, and variation of sticker color. Products not meeting this standard will result in application of the provisions of the "Defects" clause.

4.2.1 No over-runs against purchase order quantities will be allowed.

4.3 Workmanship - In preparing the sticker for application the sticker shall not tear and there shall be no separation of the adhesive from the sticker.

4.4 Longevity Period - Inspection stickers shall have a minimum longevity period of eighteen (18) months from date of receipt and fifteen (15) months from date of application to a vehicle. All performance requirements, including but not limited to, sticker color, adhesive properties, and security features must conform to this longevity period.

5.0 Packing, Marking, and Palletizing

5.1 Packing - The packing and packaging shall be in accordance with the industries standard practice in a manner to insure carrier acceptance and safe delivery to destination.

5.2 Individual Sheet – Unless otherwise prescribed by the Commonwealth, an individual sheet shall contain ten (10) stickers formatted two stickers wide by five stickers high with a finished sheet dimension of 6" wide by 11" high. Inspection stickers shall be sequentially numbered from left to right, top to bottom. The individual stickers shall be perforated in a manner, which allows for easy separation without rough or damaged edges.

5.3 Packs – Unless otherwise prescribed by the Commonwealth, individual packs shall contain 1,000 stickers (100 sheets) flanked on either side by a cardboard separator to prevent damage and curling to the stickers and poly-wrapped. Packs shall be stacked with the starting serial number on top and ending serial number on bottom. These packs shall be labeled on the outside clearly identifying the starting and ending numbers contained within.

5.4 Boxes – Individual boxes shall contain a maximum quantity of 10,000 stickers (10 packs). Packs shall be arranged in the box with the starting serial number on top and the ending serial number on the bottom. These boxes shall be labeled on the outside clearly identifying the material number, starting and ending serial numbers, purchase order number, and quantity of stickers contained within. Serial numbers shall be labeled with a minimum font size of 24 and the ten thousandth digit place shall be bolded, i.e A17 00**5**0000. Each box of the production run shall be sequentially numbered starting with one (1). Example if a production run consists of 200 boxes the boxes will be numbered 1 of 200 through 200 of 200. Boxes shall be sealed with tamper resistant tape.

5.5 Palletizing - All boxes shall be shipped on pallets, with a maximum 600,000 stickers, unless agreed upon with the Commonwealth.

5.5.1 Pallet Construction – Pallets shall comply with the National Wooden Pallet and Container Association Uniform Standard for Wooden Pallets. Pallets shall be stringer type, constructed of hardwood that is sufficiently

dry so as to not cause moisture damage to the product. Deck boards shall be minimum 3/4 inch thick and minimum 5-1/2 inches wide. Each pallet shall have three stringers 1-5/8 inches thick and minimum 3-5/8 inches wide. Stringers shall be notched to allow easy entry by a forklift. The pallet dimensions shall be minimum 44 inches and maximum 48 inches in the direction of the deck boards, and minimum 36 inches and maximum 40 inches in the direction of the stringers. Four nylon or plastic straps, two in each direction, shall tightly secure the load. Corner edge posts shall run the complete height of each load corner, so that the straps do not damage the boxes or their contents or the center layer does not “pop“ out. Plastic stretch wrap may be used as an alternate to straps. The entire skid-load shall be wrapped with plastic wrap or poly-pak so that the center layer does not “pop“ out and the load does not shift on the pallet. Boxes shall be constructed and packed so as not to collapse when two pallets of similar material are stacked on top of each other. Pallet and load shall not exceed four feet in height. Boxes shall not extend beyond edges of the pallet. Boxes shall be arranged on the pallets in such a way that allows for the lowest serial number to be removed first with the highest serial number to be removed last.

5.6 Marking - Unless otherwise specified each shipping pallet shall be clearly marked with the words "PRINTED MATTER", the PCID Number and type, the beginning and ending serial numbers (including prefixes), the quantity, the name of the contractor, the name and address of the consignee, and the words "STORE IN A COOL, DRY PLACE". These markings must be on two sides and correspond with the open ends of the pallet.

6.0 Sampling, Inspection and Testing (post-award)

6.1 Samples – The manufacturer shall retain 100 samples of each sticker type consisting of finished product or raw material suitable for testing from each production lot. Samples shall be retained for a minimum of six months after expiration date of the life of the contract. The manufacturer shall provide to the Commonwealth, 100 samples of each sticker type consisting of finished product or raw material(s) suitable for destruction testing from each production lot. The Commonwealth reserves the right to examine and approve production samples and perform “press checks” at the beginning of each production lot.

6.2 Testing – Prior to shipment of initial finished product to the Commonwealth, it shall be incumbent upon the supplier to either conduct their own in-house testing or acquire testing by an independent lab to ensure that the product meets the performance requirements of this specification. Testing shall be performed in accordance with ASTM or equivalent accepted standards. Written results of this testing shall be submitted to the Commonwealth upon shipment of the initial finished product. If the Commonwealth experiences performance or quality issues, subsequent testing of stickers and inserts (separately and/or in combination) by an independent lab, at the expense of the supplier, may be required at the discretion of the Commonwealth. If subsequent testing is required the test results shall be submitted to the Commonwealth for review.

6.2.1 OVSD Feature - A visual test shall be performed under magnification to ensure the optical signature of the OVSD matches the approved design as supplied to PENNDOT. Forensic security details of the OVSD such as pattern, dots per inch (dpi), pixel shape, etc., shall be consistent in all stickers and shall not vary in any way with changes in production lots, ink colors or other sticker characteristics.

6.2.2 Acceptance Testing - An acceptance test may be performed on each shipment received by the requisitioning agency. The requisitioning agency may sample each shipment. The inspection stickers shall be

reviewed for, but not limited to, accurate sequence of serial numbers, consistency of color, uniform size, printing, spelling, and packaging. The requisitioning agency shall have 14 calendar days to perform acceptance testing.

7.0 Material Masters – This PCID encompasses requirements for the following material masters:
There are no material numbers associated with this PCID



Quality Assurance Supervisor: Brian Vulgaris



Division Manager: Janice Pistor



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA COMMERCIAL ITEM DESCRIPTION (PCID)

Inserts for Inspection Stickers
(Supercedes PCID 1097 dated 18 Nov 2016)

PCID NO. 1097
Eff. 23 Aug 2021

This Pennsylvania Commercial Item Description (PCID) covers requirements for inserts placed on inspection stickers used for identification purposes and placed upon vehicle windshields. Inserts are placed on inspection stickers and are used to designate the expiration date of a vehicles inspection cycle. The stickers must be affixed to the vehicle by inspection stations approved and licensed by the Commonwealth of Pennsylvania, or in the case of school buses, by the designated unit of the Pennsylvania State Police, in a manner prescribed by law.

This PCID shall be considered a performance specification. The product outlined in this document must perform as specified, or it will be considered non-compliant and defective. Independent product testing may be necessary; however, the ability to properly adhere to the surface to which it is applied, while meeting all of the other requirements in this PCID, will determine the product's conformance to specification.

1.0 Classification – Inserts covered by this specification shall be:

1.1 Monthly Inserts -

1.1.1 Type I Monthly Insert – Printing shall be on one side only and follow the design requirements approved by PENNDOT. Adhesive shall be applied to the printed side only. The printed side shall be designated as side “A”.

1.1.2 Type II Monthly Insert - Inserts shall be printed on both sides in order for the number/letters to be read in its correct position when applied on an exterior surface or the inside of a windshield. All Type II inserts shall have the two sides designated as side “A” and side “B”. Adhesive shall be applied to side “A” only.

1.1.3 Waiver, Exempt, and Temporary Insert – Printing shall be on one side only and follow the design requirements approved by PENNDOT.

2.0 Requirements

2.1 Monthly Inserts - Material - The base material of the insert shall be one (1) mil Mylar, treated with a pressure-sensitive adhesive that will be compatible with the adhesive of the inspection stickers covered in PCID 1096, Annual Inside (AI), Semi Annual Inside (SI), Emissions (IM), and PCID 1098, Annual Outside (AO). Color shall be mutually agreed to by contractor and requisitioning agency, in accordance with contract requirements. Colors will be determined by using the Pantone Matching System (PMS) when possible. Once determined, colors must remain consistent from one manufacturing run to the next.

2.1.1 Size – Unless otherwise prescribed by the Commonwealth, individual inserts shall be one and three-quarter (1¾”) inches high by seven-eighths (7/8”) inches wide.

2.1.2 Design - Inserts shall be of a design, including color, lettering/numbering, size of printing, etc., on both face and back, as indicated and approved by PENNDOT by the means of proofs prior to production. Monthly inserts shall be furnished in numbers one (1) through twelve (12) or using letters or abbreviations as designated by the Commonwealth, all numbers/letters on a sheet being the same. Unless otherwise prescribed by the Commonwealth, inserts shall be furnished on a full sheet containing twenty-five (25) inserts. Layout shall be five (5) inserts down by five (5) inserts across. Each insert shall be scored around its perimeter to facilitate removal from the slip sheet. In addition, each horizontal row shall be perforated to allow for creation of individual strips of five (5) inserts. The overall finished sheet dimensions shall not exceed 11 inches by 6.25 inches.

2.1.3 Printing - Inserts shall be printed on the applicable side(s) in order for the number/letters to be read in its correct position when applied on a surface as prescribed by the Commonwealth. The background shall be sufficiently opaque to prevent read-through from either side. The number/letters must be clearly legible when viewed in combination with the inspection sticker.

2.1.4 Adhesive - The appropriate side of the insert shall be coated with a pressure-sensitive adhesive that will assure adhesion to a vehicle windshield or outer surface for a period of fifteen (15) months, requiring no moisture, heat or other preparation prior to application. The adhesive shall coat the entire area of the appropriate side of the insert smoothly and uniformly and shall contain such additives as are necessary to insure flexibility during storage life of the insert. The insert shall show satisfactory adhesion as indicated by no delamination, separation or any other type of product peeling not indicated, between the insert and the surface to which it is applied.

2.1.5 Facing (Slip) Sheet – The insert shall be easily removable from the facing (slip) sheet by hand for a period of twenty-four (24) months without damage and shall be sufficiently translucent so that the insert printing is legible beneath it. The insert shall be easily removable from the facing (slip) sheet over a temperature range of 0°F to 120°F without damage to the insert. The corresponding monthly insert numbers (1) through twelve (12) or letters or abbreviations as designated by the Commonwealth, shall be present on the left and right side of each perforated strip. These markings shall be at least .25 inches by .25 inches and legible.

2.1.6 Perforations - Where an individual insert may require perforation there shall be no blocking or oozing of adhesive causing edge sticking of the insert. Perforations or scoring shall cause no damage to inserts upon removal from the full sheet or individual strip.

2.1.7 Date Code – There shall be a visible date code, measuring between 1 and 2 mm, on the face of each insert indicating the month and year that the product was printed.

2.2 Waiver and Exempt – Material - The base material of the insert shall be one (1) mil mylar, treated with a pressure-sensitive adhesive that will be compatible with the adhesive of the inspection sticker. Color shall be mutually agreed to by contractor and requisitioning agency, in accordance with contract requirements. Colors will be determined by using the Pantone Matching System (PMS) when possible. Once determined, colors must remain consistent from one manufacturing run to the next.

2.2.1 Size – Unless otherwise prescribed by the Commonwealth, individual Waiver and Exempt inserts shall be one-half (1/2”) inch high by one (1”) inch long.

2.2.2 Design – Inserts shall be of a design, including color, lettering, size of printing, etc., on both face and back, as indicated and approved by PENNDOT by the means of proofs prior to production. Unless otherwise prescribed by the Commonwealth, Waiver and Exempt inserts shall be furnished on a full sheet containing one hundred (100) inserts. Layout shall be ten (10) inserts down by ten (10) inserts across. Each insert shall be scored around its perimeter to facilitate removal from the slip sheet. In addition, each horizontal row AND the middle vertical column of the sheet shall be perforated to allow for creation of individual strips of five (5) inserts. The overall finished sheet dimensions shall not exceed 11 inches by 6.25 inches.

2.2.3 Adhesive; Waiver and Exempt Insert - The printed side of the insert shall be coated with a pressure sensitive adhesive that will assure adhesion to a vehicle windshield for a period of fifteen (15) months, requiring no moisture, heat or other preparation prior to application. The adhesive shall coat the entire area of the printed side of the insert smoothly and uniformly and shall contain such additives as are necessary to insure flexibility during storage life of the insert. The insert shall show satisfactory adhesion as indicated by no delamination or separation between the insert and the surface to which it is applied.

2.2.4 Facing (Slip) Sheet – The facing (slip) sheet shall be easily removable by hand for a period of twenty-four (24) months without damage and shall be sufficiently translucent so that the insert printing is legible beneath it. The facing (slip) sheet shall be easily removable over a temperature range of 0°F to 120°F without damage to the insert.

2.2.5 Perforations - Where an individual insert may require perforation there shall be no blocking or oozing of adhesive causing edge sticking of the insert. Perforations shall cause no damage to inserts upon removal from the full sheet or individual strip.

2.2.6 Date Code – There shall be a visible date code, measuring between 1 and 2 mm, on the face of each insert indicating the month and year that the product was printed.

2.3 Temporary Inserts – Material - The base material of the insert shall be one (1) mil mylar, treated with a pressure-sensitive adhesive that will be compatible with the adhesive of the inspection sticker. Color shall be mutually agreed to by contractor and requisitioning agency, in accordance with contract requirements. Colors will be determined by using the Pantone Matching System (PMS) when possible. Once determined, colors must remain consistent from one manufacturing run to the next.

2.3.1 Size – Unless otherwise prescribed by the Commonwealth, individual Temporary inserts shall be three-quarter (3/4”) inches high by one (1”) inch long.

2.3.2 Design – Inserts shall be of a design, including color, lettering, size of printing, etc., on both face and back, as indicated and approved by PENNDOT by the means of proofs prior to production. Unless otherwise prescribed by the Commonwealth, Temporary inserts shall be furnished on a full sheet containing fifty (50) inserts. Layout shall be ten (10) inserts down by five (5) inserts across. Each insert shall be scored around its perimeter to facilitate removal from the slip sheet. In addition, each horizontal row shall be perforated to allow for creation of individual strips of five (5) inserts. The overall finished sheet dimensions shall not exceed 11 inches by 6.25 inches.

2.3.3 Adhesive; Temporary Insert - The back (non-printed) side of the insert shall be coated with a pressure sensitive adhesive that will assure adhesion to an inspection sticker for a period of fifteen (15) months, requiring no moisture, heat or other preparation prior to application. The adhesive shall coat the entire area of the back side of the insert smoothly and uniformly and shall contain such additives as are necessary to insure flexibility during storage life of the insert. The insert shall show satisfactory adhesion as indicated by no delamination or separation between the insert and the surface to which it is applied.

2.3.4 Facing (Slip) Sheet – The facing (slip) sheet shall be easily removable by hand for a period of twenty-four (24) months without damage and shall be sufficiently translucent so that the insert printing is legible beneath it. The facing (slip) sheet shall be easily removable over a temperature range of 0°F to 120°F without damage to the insert.

2.3.5 Perforations - Where an individual insert may require perforation there shall be no blocking or oozing of adhesive causing edge sticking of the insert. Perforations shall cause no damage to inserts upon removal from the full sheet or individual strip.

2.3.6 Date Code – There shall be a visible date code, measuring between 1 and 2 mm, on the face of each insert indicating the month and year that the product was printed.

3.0 Quality

3.1 The quality of these inserts is very important. The quality philosophy and methods of the selected supplier must be “zero defects”. Each bidder must submit their plan for accomplishing the “zero defects” quality philosophy along with their bid.

3.2 Acceptable quality levels for these products are no more than one (1) defective insert per 100,000 delivered inserts to the purchasing agency per contract year. Defects include, but are not limited to, inserts failing to adhere to the surface to which they are applied for the specified time, inserts not meeting the required performance or construction requirements of this specification, inserts damaged or removed by routine windshield/vehicle washing, blistering, peeling, fading, and variation of color. Products not meeting this standard will result in application of the provisions of the “Defects” clause.

3.3 Workmanship - Workmanship shall be first class throughout. In preparing the insert for application, the insert shall not tear and there shall be no separation of the adhesive from the insert.

3.4 Longevity Period - Inserts shall have a minimum longevity period of twenty-four (24) months from date of receipt and fifteen (15) months from date of application to a vehicle. All performance requirements, including but not limited to, color and adhesive properties must conform to this longevity period.

4.0 Packing, Marking, and Palletizing

4.1 Packing - The packing and packaging shall be in accordance with the industries standard practice in a manner to insure carrier acceptance and safe delivery to destination.

4.1.1 Monthly Inserts (Type I and II)

4.1.2 Sheets – Unless otherwise prescribed by the Commonwealth, a full sheet shall contain twenty-five (25) inserts of the same printed image (month designation) formatted as stated in section 2.1.2. The individual inserts shall be perforated and scored in a manner, which allows for easy separation without rough or damaged edges.

4.1.3 Packs – Unless otherwise prescribed by the Commonwealth, individual packs shall contain 2,500 inserts (100 sheets) of the same month designation.

4.1.4 Boxes – Individual boxes shall contain a maximum quantity of 75,000 inserts (30 packs). These boxes shall be labeled on the outside clearly identifying the “Commonwealth of PA”, the month designation, commodity code, purchase order number, type of insert, quantity of inserts contained within, and month/year of manufacture. Boxes shall be sealed with tamper resistant tape.

4.1.5 Pallets – Individual pallets shall contain the maximum number of boxes **not to exceed** 40 inches in height.

4.2.1 Waiver and Exempt Inserts

4.2.2 Sheets – Unless otherwise prescribed by the Commonwealth, a full sheet shall contain one hundred (100) inserts of the same printed image (month designation) formatted as stated in section 2.2.2. The individual inserts shall be perforated and scored in a manner, which allows for easy separation without rough or damaged edges.

4.2.3 Packs – Unless otherwise prescribed by the Commonwealth, individual packs shall contain 10,000 inserts (100 sheets) of the same month designation.

4.2.4 Boxes – Individual boxes shall contain a maximum quantity of 300,000 inserts (30 packs). These boxes shall be labeled on the outside clearly identifying the “Commonwealth of PA”, the month designation, commodity code, purchase order number, type of insert, quantity of inserts contained within, and month/year of manufacture. Boxes shall be sealed with tamper resistant tape.

4.2.5 Pallets – Individual pallets shall contain the maximum number of boxes **not to exceed** 40 inches in height.

4.3.1 Temporary Inserts

4.3.2 Sheets – Unless otherwise prescribed by the Commonwealth, a full sheet shall contain fifty (50) inserts of the same printed image (month designation) formatted as stated in section 2.3.2. The individual inserts shall be perforated and scored in a manner, which allows for easy separation without rough or damaged edges.

4.3.3 Packs – Unless otherwise prescribed by the Commonwealth, individual packs shall contain 5,000 inserts (100 sheets) of the same month designation.

4.3.4 Boxes – Individual boxes shall contain a maximum quantity of 150,000 inserts (30 packs). These boxes shall be labeled on the outside clearly identifying the “Commonwealth of PA”, the month designation, commodity code, purchase order number, type of insert, quantity of inserts contained within, and month/year of manufacture. Boxes shall be sealed with tamper resistant tape.

4.3.5 Pallets – Individual pallets shall contain the maximum number of boxes **not to exceed** 40 inches in height.

4.4 Palletizing - All boxes shall be shipped on pallets.

4.4.1 Marking - Unless otherwise specified each shipping pallet shall be clearly marked with the words "PRINTED MATTER", the PCID Number and type, the quantity, the name of the contractor, the name and address of the consignee, and the words "STORE IN A COOL, DRY PLACE". These markings must be on two sides and correspond with the open ends of the pallet.

5.0 Sampling, Inspection and Testing

5.1 Samples – The manufacturer shall retain 100 samples of each insert type consisting of finished product or raw material suitable for testing from each production lot. Samples shall be retained for a minimum of six months after expiration date of the life of the contract. The Commonwealth reserves the right to examine and approve production samples and perform “press checks” at the beginning of each production lot.

5.2 Testing – Prior to shipment of initial finished product to the Commonwealth, it shall be incumbent upon the supplier to either conduct their own in-house testing or acquire testing by an independent lab to ensure that the product meets the performance requirements of this specification. Testing shall be performed in accordance with ASTM or equivalent accepted standards. Written results of this testing shall be submitted to the Commonwealth upon shipment of the initial finished product. If the Commonwealth experiences performance or quality issues, subsequent testing of stickers and inserts (separately and/or in combination) by an independent lab, at the expense of the supplier, may be required at the discretion of the Commonwealth. If subsequent testing is required the test results shall be submitted to the Commonwealth for review.

5.3 Acceptance Testing - An acceptance test may be performed on each shipment received by the requisitioning agency. The requisitioning agency may sample each shipment. The inserts shall be reviewed for, but not limited to, consistency of color, uniform size, printing, and packaging.

6.0 Material Masters – This PCID encompasses requirements for the following material masters:

Material Master Number	Description
148796	Sticker, Safety, Insert, Month 1
148797	Sticker, Safety, Insert, Month 2
148798	Sticker, Safety, Insert, Month 3
148799	Sticker, Safety, Insert, Month 4
148800	Sticker, Safety, Insert, Month 5
148801	Sticker, Safety, Insert, Month 6
148802	Sticker, Safety, Insert, Month 7
148803	Sticker, Safety, Insert, Month 8
148804	Sticker, Safety, Insert, Month 9

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PCID NO. 1097

- 148805 Sticker, Safety, Insert, Month 10
- 148806 Sticker, Safety, Insert, Month 11
- 148807 Sticker, Safety, Insert, Month 12
- 148808 Sticker, Emission, Insert, Month 1
- 148809 Sticker, Emission, Insert, Month 2
- 148810 Sticker, Emission, Insert, Month 3
- 148811 Sticker, Emission, Insert, Month 4
- 148812 Sticker, Emission, Insert, Month 5
- 148813 Sticker, Emission, Insert, Month 6
- 148814 Sticker, Emission, Insert, Month 7
- 148815 Sticker, Emission, Insert, Month 8
- 148816 Sticker, Emission, Insert, Month 9
- 148817 Sticker, Emission, Insert, Month 10
- 148818 Sticker, Emission, Insert, Month 11
- 148819 Sticker, Emission, Insert, Month 12
- 148820 Insert, Exempt
- 148821 Insert, Temp
- 148822 Insert, Waiver



Quality Assurance Supervisor: Brian Vulgaris

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COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA COMMERCIAL ITEM DESCRIPTION (PCID)

Annual Outside Inspection Sticker

(This item description supersedes PCID 1098 dated 8 Feb 2016)

PCID NO. 1098
Eff. 18 Nov 2016

This Pennsylvania Commercial Item Description (PCID) covers requirements for inspection stickers used for identification purposes on trailers and motorcycles. The stickers shall be of the pressure sensitive type suitable for application on wood, metals, plastic, or fiberglass surfaces. The stickers must be affixed to the vehicles by inspection stations approved and licensed by the Commonwealth of Pennsylvania, in the following manner: stickers are placed upon the exterior surfaces of trailers and motorcycles with monthly inserts showing through the transparent block(s).

This PCID shall be considered a performance specification. The product outlined in this document must perform as specified, or it will be considered non-compliant and defective. Independent product testing may be necessary; however, the ability to properly adhere to the surface to which it is applied, while meeting all of the other requirements in this PCID, will determine the product's conformance to specification.

1.0 Classification – Stickers covered by this specification shall be:

1.1 Annual Outside (AO) - Motorcycles and Trailers

2.0 Requirements

2.1 Material - Inspection stickers shall consist of the highest quality material that will produce a pressure-sensitive "sticker" conforming to the requirements of this specification and containing visually identifiable features for non-destructive verification of authenticity by an observer. The base material for AO stickers shall be polyester of at least two (2) mil in thickness, and treated with a pressure sensitive adhesive that will be compatible with the adhesive of corresponding inserts covered in PCID 1097. The ink for printing on the face of the sticker shall be impervious to removal by solvents such as gasoline, self-cleaning waxes, soaps, etc., or a solvent-resistant coating shall be applied after printing.

2.1.1 Size – Unless otherwise prescribed by the Commonwealth, individually the stickers should measure 3" wide by 2.2" high.

2.1.2 Design - Inspection stickers shall be of a design, including color, lettering, size of printing, etc., on both face and back, as indicated and approved by PENNDOT by the means of proofs prior to production.

2.1.3 Writing Surface - Inspection stickers shall be provided with a matte finish, which will permit writing with a ball point pen (non-erasable ink) on the face side of the sticker. This writing must adhere securely and resist smudging and removal.

2.1.4 Construction - Unless otherwise prescribed by the Commonwealth, inspection stickers shall consist entirely of an adhesive-backed, layer built structure, with the design an integral part of the sticker, and shall have one (1) transparent block, one and three-quarter (1 $\frac{3}{4}$) inches wide by one and seven-eighths (1 $\frac{7}{8}$) inches high in the sticker. The adhesive portion of the sticker must be anchored securely to the pigmented layers, which form the design, and be insoluble in water. Over this adhesive shall be placed an easily removable slip sheet which shall protect the sticker until ready for use.

2.1.5 Adhesive - The adhesive applied to the reverse side of the sticker shall be a specially formulated pressure-sensitive adhesive that requires no water, solvent or other wetting agent for activation and will assure adhesion for a period of fifteen (15) months. It shall coat the entire area of the reverse side of the sticker smoothly and uniformly, and shall be impossible to remove by violent rubbing with a bare finger. Secure adhesion of the sticker shall be obtained when applied to the surfaces of painted/unpainted wood, painted/unpainted plastic, painted/unpainted fiberglass and painted/unpainted metals. The sticker shall show satisfactory adhesion under all use conditions when applied to a properly prepared surface as indicated by no delamination, separation or any other type of product peeling not indicated, between the sticker and the surface to which it is applied.

2.1.6 Facing (Slip) Sheet - The facing (slip) sheet shall be easily removable by hand for a period of eighteen (18) months without damaging the pressure-sensitive back of the sticker. The slip sheet shall be removable "as received", without immersion in water or other preparation. The slip sheet shall be easily removable over a temperature range of 0°F to 120°F without damage to the sticker.

2.1.7 Perforations - Where an individual sticker requires perforation there shall be no blocking or oozing of adhesive causing edge sticking of the sticker. Perforations shall cause no damage to the sticker upon removal of the facing sheet.

2.1.8 Security Feature - A primary security feature shall be incorporated into each sticker so that any attempt made to remove the sticker from the vehicle will result in disintegration, defacement, or visible damage to the sticker rendering it unusable. In addition, each sticker shall include a tamper resistant release mechanism that shall result in a "VOID" pattern left upon attempted removal of the inspection sticker.

2.2 Serial Numbering - Inspection stickers shall have a serial number consisting of a prefix and a seven-digit number. The font size of the serial numbers shall be 4.6mm (+/- .3). All stickers shall be consecutively numbered, in accurate sequence, for the total quantity required for individual inspection periods and sticker types designated. Inspection stickers shall have a serial number prefix containing the following information:

2.2.1 For AO stickers the prefix shall consist of two alpha characters which will be designated by the purchasing agency, followed by the last number of the year for which the sticker is issued (e.g., 2 for the year 2002).

2.2.2 AO inspection stickers shall be numbered beginning at 0000001 for each yearly campaign and continue sequentially until the purchase order quantity is satisfied.

2.2.3 In the event the 7 digit number of 9999999 is reached on a sticker type, the manufacturer shall request approval of a new prefix to be determined by the requisitioning agency prior to continued production of that sticker type.

2.2.4 Color – Shall be mutually agreed to by contractor and requisitioning agency, in accordance with contract requirements. Colors will be determined by using the Pantone Matching System (PMS) when possible. Once determined, colors must remain consistent from one manufacturing run to the next for the entire campaign year.

3.0 Quality.

3.1 The quality of these stickers is very important. The quality philosophy and methods of the selected supplier must be “zero defects”. Each bidder must submit their plan for accomplishing the “zero defects” quality philosophy along with their bid.

3.1.1 Acceptable quality levels for these products are no more than one (1) defective sticker per 25,000 delivered stickers to the purchasing agency per contract year. Defects include but are not limited to duplicated or missing serial numbers, out of sequence numbering of stickers, stickers failing to adhere to the vehicle surfaces for the specified time, stickers not meeting the required security features, stickers damaged or removed by routine vehicle washing, and variation of sticker color. Products not meeting this standard will result in application of the provisions of the “Defects” clause.

3.1.2 No over-runs against purchase order quantities will be allowed.

3.2 Workmanship - Workmanship shall be first class throughout. In preparing the sticker for application the sticker shall not tear and there shall be no separation of the adhesive from the decal.

3.3 Longevity Period - Stickers shall have a longevity period of eighteen (18) months from date of receipt and fifteen (15) months from date of application to a vehicle. All performance requirements, including but not limited to, sticker color, adhesive properties, and security features must conform to this longevity period.

4.0 Packing, Marking, and Palletizing

4.1 Packing - The packing and packaging shall be in accordance with the industries standard practice in a manner to insure carrier acceptance and safe delivery to destination.

4.1.1 Inspection Stickers (AO)

4.1.2 Individual Sheet - Unless otherwise prescribed by the Commonwealth, an individual sheet shall contain ten (10) stickers formatted two stickers wide by five stickers high with a finished sheet dimension of 6” wide by 11” high. Inspection stickers shall be sequentially numbered from left to right, top to bottom. The individual stickers shall be perforated in a manner, which allows for easy separation without rough or damaged edges.

4.1.3 Packs – Unless otherwise prescribed by the Commonwealth, individual packs shall contain 1,000 stickers (100 sheets) flanked on either side by a cardboard separator to prevent damage and curling to the stickers and poly-wrapped. Packs shall be stacked with the starting serial number on top and ending serial number on bottom. These packs shall be labeled on the outside clearly identifying the starting and ending numbers contained within.

4.1.4 Boxes– Individual boxes shall contain a maximum quantity of 10,000 stickers (10 packs). Packs shall be arranged in the box with the starting serial number on top and the ending serial number on the bottom. These boxes shall be labeled on the outside clearly identifying the material number, starting and ending serial numbers,

purchase order number, and quantity of stickers contained within. Serial numbers shall be labeled with a minimum font size of 24 and the ten thousandth digit place shall be bolded, i.e A17 00**5**0000. Each box of the production run shall be sequentially numbered starting with one (1). Example if a production run consists of 200 boxes the boxes will be numbered 1 of 200 through 200 of 200. Boxes shall be sealed with tamper resistant tape.

4.2 Palletizing - All boxes shall be shipped on pallets.

4.2.1 Pallet Construction – Pallets shall comply with the National Wooden Pallet and Container Association Uniform Standard for Wooden Pallets. Pallets shall be stringer type, constructed of hardwood that is sufficiently dry so as to not cause moisture damage to the product . Deck boards shall be minimum 3/4 inch thick and minimum 5-1/2 inches wide. Each pallet shall have three stringers 1-5/8 inches thick and minimum 3-5/8 inches wide. Stringers shall be notched to allow easy entry by a forklift. The pallet dimensions shall be minimum 44 inches and maximum 48 inches in the direction of the deck boards, and minimum 36 inches and maximum 40 inches in the direction of the stringers. Four nylon or plastic straps, two in each direction, shall tightly secure the load. Corner edge posts shall run the complete height of each load corner, so that the straps do not damage the boxes or their content or the center layer does not “pop“ out. Plastic wrap may be used as an alternate to straps. The entire skid-load shall be wrapped with plastic wrap or poly-pak so that the center layer does not “pop“ out or the load does not shift on the pallet. Boxes shall be constructed and packed so as not to collapse when two pallets of similar material are stacked on top of each other. Pallet and load shall not exceed four feet in height. Boxes shall not extend beyond edges of the pallet. Boxes shall be arranged on the pallets in such a way that allows for the lowest serial number to be removed first with the highest serial number to be removed last.

4.3 Marking - Unless otherwise specified each shipping pallet shall be clearly marked with the words "PRINTED MATTER", the PCID Number and type, the beginning and ending serial numbers (including prefixes), the quantity, the name of the contractor, the name and address of the consignee, and the words "STORE IN A COOL, DRY PLACE". These markings must be on two sides and correspond with the open ends of the pallet.

5.0 Sampling, Inspection and Testing

5.1 Samples – The manufacturer shall retain 100 samples of each sticker type consisting of finished product or raw material suitable for testing from each production lot. Samples shall be retained for a minimum of six months after expiration date of the life of the contract. The manufacturer shall provide to the Commonwealth, 100 samples of each sticker type consisting of finished product or raw material(s) suitable for destruction testing from each production lot. The Commonwealth reserves the right to examine and approve production samples and perform “press checks” at the beginning of each production lot.

5.2 Testing – Prior to shipment of initial finished product to the Commonwealth, it shall be incumbent upon the supplier to either conduct their own in-house testing or acquire testing by an independent lab to ensure that the product meets the performance requirements of this specification. Testing shall be performed in accordance with ASTM or equivalent accepted standards. Written results of this testing shall be submitted to the Commonwealth upon shipment of the initial finished product. If the Commonwealth experiences performance or quality issues, subsequent testing of stickers and inserts (separately and/or in combination) by an independent lab, at the expense of the supplier, may be required at the discretion of the Commonwealth. If subsequent testing is required the test results shall be submitted to the Commonwealth for review.

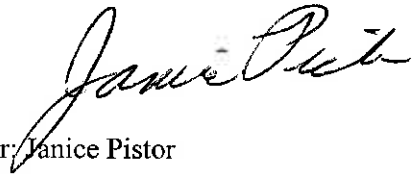
5.2.1 Acceptance Testing - An acceptance test may be performed on each shipment received by the requisitioning agency. The requisitioning agency may sample each shipment. The inspection stickers shall be reviewed for, but not limited to, accurate sequence of serial numbers, consistency of color, uniform size, printing, spelling, and packaging. The requisitioning agency shall have 14 calendar days to perform acceptance testing.

6.0 Material Masters – This PCID encompasses requirements for the following material master:

<u>Material Master Number</u>	<u>Description</u>
143968	Sticker, Inspection, Annual, Outside



Quality Assurance Supervisor: Brian Vulgaris



Division Manager: Janice Pistor



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA COMMERCIAL ITEM DESCRIPTION (PCID)

School Bus & Mass Transit Inspection Stickers
(Supercedes PCID 1099: 3 March 2008)

PCID NO. 1099
Eff. 12 Nov 2010

This Pennsylvania Commercial Item Description covers the requirements for inspection stickers used for identification purposes and placed upon vehicle windshields. The stickers shall be of the pressure-sensitive type containing an anti-counterfeit, tamper resistant material. Inspection stickers are used to indicate that a vehicle has been approved for safe operation upon Commonwealth highways. The stickers must be affixed to the vehicle windshields by inspection stations approved and licensed by the Commonwealth of Pennsylvania, or in the case of school buses, by the designated unit of the Pennsylvania State Police, in a manner prescribed by law.

This PCID shall be considered a performance specification. The product outlined in this document must perform as specified, or it will be considered non-compliant and defective. Independent product testing may be necessary; however, the ability to properly adhere to the surface to which it is applied, while meeting all of the other requirements in this PCID, will determine the product's conformance to specification.

1.0 Classification - Inspection stickers covered by this specification shall be:

1.1 School Bus (SB)

1.2 Mass Transit (MT) – Divided into four inspection cycles 1, 2, 3, and 4. Each cycle will have slightly different design requirements.

2.0 Requirements.

2.1 Material - Inspection stickers shall consist of the highest quality material that will produce a pressure-sensitive "sticker" conforming to the requirements of this specification and containing visually identifiable features for non-destructive verification of authenticity by an observer. SB and MT stickers shall be printed on an engineered paper of not less than 3.3 mil in thickness, and treated with a pressure sensitive adhesive. The back side of the material shall withstand routine windshield cleaning without damage to the sticker as well as accept writing from a ballpoint pen.

2.2 Size - Unless otherwise prescribed by the Commonwealth, individually the stickers should measure 3" wide by 2.2" high.

2.3 Design - Inspection stickers shall be of a design, including color, lettering, size of printing, etc., on both face and back, as indicated and approved by PENNDOT by the means of proofs prior to production.

2.4 Writing Surface - Writing with ballpoint pen (non-erasable ink) on the reverse (back) side of the sticker must adhere securely and resist smudging and removal. The writing must remain securely anchored, clearly legible and free of smudging.

2.5 Opacity - One side of the paper shall be coated in such a way that writing or printing on the back of the sticker shall not distort the features of the front of the sticker when viewed in normal position under average daylight conditions.

2.6 Adhesive - The face side of the sticker shall be coated with a pressure-sensitive adhesive that will assure adhesion to a vehicle windshield for a period of fifteen (15) months, requiring no moisture, heat or other preparation prior to application. The adhesive shall coat the entire area of the face side of the sticker smoothly and uniformly and shall contain such additives as are necessary to insure flexibility during storage life of the sticker. The sticker shall show satisfactory adhesion as indicated by no delamination, separation or any other type of product peeling not indicated, between the sticker and the surface to which it is applied.

2.7 Facing (Slip) Sheet - The facing (slip) sheet shall be easily removable by hand for a period of eighteen (18) months without damaging the pressure-sensitive face of the sticker, and shall be sufficiently translucent so that the calendar years and the serial number are legible beneath it. The slip sheet shall be easily removable over a temperature range of 0°F to 120°F without damage to the sticker.

2.8 Perforations - Where an individual sticker requires perforation there shall be no blocking or oozing of adhesive causing edge sticking of the sticker. Perforations shall cause no damage to the sticker upon removal of the facing sheet.

2.9 Security Features - A primary security feature shall be incorporated into each sticker so that any attempt made to remove the sticker from the windshield will result in disintegration, defacement, or visible damage to the sticker rendering it unusable.

3.0 Color – Shall be mutually agreed to by contractor and requisitioning agency, in accordance with contract requirements. Colors will be determined by using the Pantone Matching System (PMS) when possible. Once determined, colors must remain consistent from one manufacturing run to the next for the entire campaign year.

3.1 Serial Numbering - Inspection stickers shall have a serial number consisting of a prefix and a five-digit number. All stickers shall be consecutively numbered, in accurate sequence, for the total quantity required for individual inspection periods and sticker types designated.

3.1.1 For SB stickers the prefix shall consist of two alpha characters which will be designated by the purchasing agency, followed by the last number of the year for which the sticker is issued (e.g., 2 for the year 2002). For MT stickers the prefix shall consist of two characters (one alpha, one numeric) which will be designated by the purchasing agency, followed by the last number of the year for which the sticker is issued (e.g., 2 for the year 2002).

3.1.2 All inspection stickers types shall be numbered beginning at 00001 for each yearly campaign and continue sequentially until the purchase order quantity is satisfied. In the event the 5 digit number of 99999 is reached on a sticker type, the manufacturer shall request approval of a new prefix to be determined by the requisitioning agency prior to continued production of that sticker type.

4.0 Quality

4.1 The quality of these stickers is very important. The quality philosophy and methods of the selected supplier must be “zero defects”. Each bidder must submit their plan for accomplishing the “zero defects” quality philosophy along with their bid.

4.2 Acceptable quality levels for these products are no more than one (1) defective sticker per 25,000 delivered stickers to the purchasing agency per contract year. Defects include, but are not limited to, duplicated or missing serial numbers, out of sequence numbering of stickers, stickers failing to adhere to vehicle windshields for the specified time, stickers not meeting the required security features, stickers damaged or removed by routine windshield washing, blistering, peeling, fading, and variation of sticker color. Products not meeting this standard will result in application of the provisions of the “Defects” clause.

4.3 No over-runs against purchase order quantities will be allowed.

4.4 Workmanship - Workmanship shall be first class throughout. In preparing the sticker for application the sticker shall not tear and there shall be no separation of the adhesive from the sticker.

4.5 Longevity Period - Inspection stickers shall have a minimum longevity period of eighteen (18) months from date of receipt and fifteen (15) months from date of application to a vehicle. All performance requirements, including but not limited to, sticker color, adhesive properties, and security features must conform to this longevity period.

5.0 Packing, Marking, and Palletizing.

5.1 Packing - The packing and packaging shall be in accordance with the industries standard practice in a manner to insure carrier acceptance and safe delivery to destination.

5.2 Individual Sheet - Unless otherwise prescribed by the Commonwealth, an individual sheet shall contain ten (10) stickers formatted two stickers wide by five stickers high with a finished sheet dimension of 6” wide by 11” high. Inspection stickers shall be sequentially numbered from left to right, top to bottom. The individual stickers shall be perforated in a manner, which allows for easy separation without rough or damaged edges.

5.3 Packs – Unless otherwise prescribed by the Commonwealth, individual packs shall contain 1,000 stickers (100 sheets) flanked on either side by a cardboard separator to prevent damage to the stickers and poly-wrapped. Packs shall be stacked with the starting serial number on top and ending serial number on bottom. These packs shall be labeled on the outside clearly identifying the starting and ending numbers contained within.

5.4 Boxes – Individual boxes shall contain a maximum quantity of 10,000 stickers (10 packs). Packs shall be arranged in the box with the starting serial number on top and the ending serial number on the bottom. These boxes shall be labeled on the outside clearly identifying the commodity code, starting and ending serial numbers, purchase order number, and quantity of stickers contained within. Boxes shall be sealed with tamper resistant tape.

5.5 Palletizing - All boxes shall be shipped on pallets.

5.5.1 Pallet Construction – Pallets shall comply with the National Wooden Pallet and Container Association Uniform Standard for Wooden Pallets. Pallets shall be stringer type, constructed of hardwood that is sufficiently dry so as to not cause moisture damage to the product. Deck boards shall be minimum 3/4 inch thick and minimum 5-1/2 inches wide. Each pallet shall have three stringers 1-5/8 inches thick and minimum 3-5/8 inches wide. Stringers shall be notched to allow easy entry by a forklift. The pallet dimensions shall be minimum 44 inches and maximum 48 inches in the direction of the deck boards, and minimum 36 inches and maximum 40 inches in the direction of the stringers. Four steel or nylon straps, two in each direction, shall tightly secure the load. Corner edge posts shall run the complete height of each load corner, so that the straps do not cut the boxes or the center layer does not “pop“ out. Plastic wrap may be used as an alternate to straps. The entire skid-load shall be wrapped with plastic wrap or poly-pak so that the center layer does not “pop“ out or the load does not shift on the pallet. Boxes shall be constructed and packed so as not to collapse when two pallets of similar material are stacked on top of each other. Pallet and load shall not exceed six feet in height. Boxes shall not extend beyond edges of the pallet. Items shall not be mixed on a pallet.

5.5.2 Marking - Unless otherwise specified each shipping pallet shall be clearly marked with the words "PRINTED MATTER", the PCID Number and type, the beginning and ending serial numbers (including prefixes), the quantity, the name of the contractor, the name and address of the consignee, and the words "STORE IN A COOL, DRY PLACE". These markings must be on two sides and correspond with the open ends of the pallet.

6.0 Sampling, Inspection and Testing.

6.1 Samples – The manufacturer shall retain 100 samples of each sticker type consisting of finished product or raw material suitable for testing from each production lot. Samples shall be retained for a minimum of six months after expiration date of the life of the contract. The Commonwealth reserves the right to examine and approve production samples and perform “press checks” at the beginning of each production lot.

6.2 Testing – Prior to shipment of initial finished product to the Commonwealth, it shall be incumbent upon the supplier to either conduct their own in-house testing or acquire testing by an independent lab to ensure that the product meets the performance requirements of this specification. Testing shall be performed in accordance with ASTM or equivalent accepted standards. Written results of this testing shall be submitted to the Commonwealth upon shipment of the initial finished product. If the Commonwealth experiences performance or quality issues, subsequent testing of stickers and inserts (separately and/or in combination) by an independent lab, at the expense of the supplier, may be required at the discretion of the Commonwealth. If subsequent testing is required the test results shall be submitted to the Commonwealth for review.

6.2.1 Acceptance Testing - An acceptance test shall be performed on each shipment received by the requisitioning agency. The requisitioning agency may inspect each shipment. The inspection stickers shall be

reviewed for, but not limited to, accurate sequence of serial numbers, consistency of color, uniform size, printing, spelling, and packaging. The requisitioning agency shall have 14 calendar days to perform acceptance testing.

7.0 Material Numbers – This PCID encompasses requirements for the following material masters:

<u>Material Master Number</u>	<u>Description</u>
143969	Sticker, School Bus
143970	Sticker, Mass Transit #1
143971	Sticker, Mass Transit #2
143972	Sticker, Mass Transit #3
143973	Sticker, Mass Transit #4

Quality Assurance Specialist: Brian Vulgaris

Section Manager: Del Border



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA COMMERCIAL ITEM DESCRIPTION (PCID)

Truck Weight Class Identification Stickers
(This item description supersedes PCID 1100: 3 March 2008)

PCID NO. 1100
Eff. 12 Nov 2010

This Pennsylvania Commercial Item Description covers requirements for truck weight class identification stickers used for identification purposes and placed upon vehicle windshields. The stickers shall be the pressure-sensitive type. The weight class identification stickers covered by this PCID shall be broken down into twenty-five (25) classes at the discretion of the Pennsylvania Department of Transportation (PENNDOT), Bureau of Motor Vehicles, based upon the registered gross vehicle weight of the vehicle.

This PCID shall be considered a performance specification. The product outlined in this document must perform as specified, or it will be considered non-compliant and defective. Independent product testing may be necessary; however, the ability to properly adhere to the surface to which it is applied, while meeting all of the other requirements in this PCID, will determine the product's conformance to specification.

1.0 Requirements

1.1 Material – Weight class identification stickers shall consist of the highest quality material that will produce a pressure-sensitive "sticker" conforming to the requirements of this specification. The stickers shall be printed on an engineered paper of not less than 3.3 mil in thickness, and treated with a pressure sensitive adhesive. The back side of the material shall withstand routine windshield cleaning without damage to the sticker as well as accept writing from a ballpoint pen.

1.2 Size - Individually the stickers should measure 3" wide by 2.2" high.

1.3 Design – Weight class identification stickers shall be of a design including color, lettering, size of printing, etc. on both face and back, as indicated and approved by PENNDOT.

1.3.1 Color and lettering – stickers shall be processed with colors that will not fade for a period of thirty-three (33) months.

1.3.2 Printing – prior to production, the successful bidder shall request verification from the requisitioning agency as to design, quantities, and years. All printing and design work on the face of the device shall be completed before application of the adhesive.

1.4 Writing Surface - Writing with ballpoint pen (non-erasable ink) on the reverse (back) side of the sticker must adhere securely and resist smudging and removal. The writing must remain securely anchored, clearly legible and free of smudging.

1.5 Opacity - One side of the paper shall be coated in such a way that writing or printing on the back of the sticker shall not distort the features of the front of the sticker when viewed in normal position under average daylight conditions.

1.6 Adhesive - The face side of the sticker shall be coated with a pressure-sensitive adhesive that will assure adhesion to a vehicle windshield for a period of fifteen (15) months, requiring no moisture, heat or other preparation prior to application. The adhesive shall coat the entire area of the face side of the sticker smoothly and uniformly and shall contain such additives as are necessary to insure flexibility during storage life of the sticker. All printing and design work on the face of the sticker shall be completed before application of the adhesive. The sticker shall show satisfactory adhesion as indicated by no separation between the sticker and the surface to which it is applied.

1.7 Facing (Slip) Sheet - The facing (slip) sheet shall be easily removable by hand for a period of eighteen (18) months without damaging the pressure-sensitive face of the sticker, and shall be sufficiently translucent so that the calendar years and the serial number are legible beneath it. The slip sheet shall contain a slit for ease of removal over a temperature range of 0°F to 120°F without damage to the sticker.

1.8 Perforations - Where an individual sticker requires perforation there shall be no blocking or oozing of adhesive causing edge sticking of the sticker. Perforations shall cause no damage to the sticker upon removal of the facing sheet.

1.9 Security Features - A primary security feature shall be incorporated into each sticker so that any attempt made to remove the sticker from the windshield will result in disintegration, defacement, or visible damage to the sticker rendering it unusable. The stickers shall have a built-in security feature to safeguard against counterfeiting. This shall be accomplished by an invisible indicator known only to the manufacturer and authorized Commonwealth personnel. The invisible indicator must be effective on both the face and reverse of the sticker. In addition, the stickers shall contain reduced lines of type (micro-text) on the face of the form that are readable only under strong magnification. Wording and location of micro-text to be known only to the manufacturer and authorized Commonwealth personnel.

2.0 Serial Numbering – weight class identification stickers shall have a serial number consisting of a prefix and a seven-digit number. All stickers shall be consecutively numbered, in accurate sequence, for the total quantity required for each weight class designated.

2.1 Weight class identification stickers shall have a serial number prefix consisting of two alpha characters which will be designated by the purchasing agency, followed by the last number of the year for which the sticker is issued (e.g., 2 for the year 2002).

2.2 Color – Shall be mutually agreed to by supplier and requisitioning agency, in accordance with contract requirements. Colors will be determined by using the Pantone Matching System (PMS) when possible. Once determined, colors must remain consistent from one manufacturing run to the next for the entire campaign year.

3.0 Quality

3.1 The quality of these stickers is very important. The quality philosophy and methods of the selected supplier must be “zero defects”. Each bidder must submit their plan for accomplishing the “zero defects” quality philosophy along with their bid.

3.2 Acceptable quality levels for these products are no more than one (1) defective sticker per 5,000 delivered stickers to the purchasing agency per contract year. Defects include but not limited to out of sequence numbering of stickers, stickers failing to adhere to vehicle windshields for the specified time, stickers not meeting the required security features, stickers damaged or removed by routine windshield washing, and excessive variation of sticker color. Product not meeting this standard will result in application of the provisions of the “Liability” clause.

3.2.1 All deliveries shall be palletized in sequential number order, with the lowest numbers on top. In addition, in the case of missing serial numbers during production, up to one (1) label per 5,000 delivered labels per line item will be allowed as missing numbers. All breaks in sequence must be so indicated on each carton where the breaks occur. Vendor must provide missing numbers list. No over-runs against purchase order quantities will be allowed.

3.3 Workmanship - Workmanship shall be first class throughout. In preparing the sticker for application the sticker shall not tear and there shall be no separation of the adhesive from the sticker.

3.4 Longevity Period – Longevity Period – Weight Class Identification stickers shall have an overall longevity period of thirty-three (33) months from date of receipt and application to a windshield for a period of fifteen (15) months. Sticker color, adhesive properties, and security features must conform to this longevity period.

4.0 Packing, Marking, and Palletizing.

4.1 Packing - The packing and packaging shall be in accordance with industry standard practice in a manner to insure carrier acceptance and safe delivery to destination.

4.2 Box – weight class identification stickers shall be packaged 500 to a box. Boxes shall be stacked with the starting serial number on top and ending serial number on bottom. These boxes shall be labeled on the outside clearly identifying the starting and ending numbers contained within.

4.3 Palletizing - All boxes shall be shipped on pallets.

4.3.1 Pallet Construction – Pallets shall comply with the National Wooden Pallet and Container Association Uniform Standard for Wooden Pallets. Pallets shall be stringer type, constructed of hardwood that is sufficiently dry so as to not cause moisture damage to the product. Deck boards shall be minimum 3/4 inch thick and minimum 5-1/2 inches wide. Each pallet shall have three stringers 1-5/8 inches thick and minimum 3-5/8 inches wide. Stringers shall be notched to allow easy entry by a forklift. The pallet dimensions shall be minimum 44 inches and maximum 48 inches in the direction of the deck boards, and minimum 36 inches and maximum 40 inches in the direction of the stringers. Four nylon or plastic straps, two in each direction, shall tightly secure the load. Corner edge posts shall run the complete height of each load corner, so that the straps do not cut the boxes, damage their contents, or the center layer does not “pop“ out. Plastic wrap may be used as

an alternate to straps. The entire skid-load shall be wrapped with plastic wrap or poly-pak so that the center layer does not “pop“ out or the load does not shift on the pallet. Boxes shall be constructed and packed so as not to collapse when two pallets of similar material are stacked on top of each other. Pallet and load shall not exceed five feet in height. Boxes shall not extend beyond edges of the pallet. Items shall not be mixed on a pallet.

4.4 Marking - Unless otherwise specified each shipping pallet shall be clearly marked with the words "PRINTED MATTER", the PCID Number and material number, the beginning and ending serial numbers (including prefixes), the quantity, the name of the contractor, the name and address of the consignee, and the words "STORE IN A COOL, DRY PLACE". These markings must be on two sides and correspond with the open ends of the pallet.

5.0 Sampling, Inspection and Testing.

5.1 Samples - The manufacturer shall retain 100 samples of each sticker type consisting of finished product or raw material suitable for testing from each production lot. Samples shall be retained for a minimum of six months after expiration date of the life of the contract. The Commonwealth reserves the right to examine and approve production samples and perform “press checks” at the beginning of each production lot. Samples for prior to delivery testing under this specification shall consist of twenty (20) stickers for laboratory testing. Stickers that comprise samples shall be provided from a variety of production lots.

5.2 Testing – Prior to shipment of initial finished product to the Commonwealth, it shall be incumbent upon the supplier to either conduct their own in-house testing or acquire testing by an independent lab to ensure that the product meets the performance requirements of this specification. Testing shall be performed in accordance with ASTM or equivalent accepted standards. Written results of this testing shall be submitted to the Commonwealth upon shipment of the initial finished product. If the Commonwealth experiences performance or quality issues, subsequent testing of stickers by an independent lab, at the expense of the supplier, may be required at the discretion of the Commonwealth. If subsequent testing is required the test results shall be submitted to the Commonwealth for review.

5.2.6 Acceptance Testing - An acceptance test may be performed on each shipment received by the requisitioning agency. The requisitioning agency may sample each shipment. The weight class identification stickers shall be reviewed for, but not limited to, accurate sequence of serial numbers, consistency of color, uniform size, printing, spelling, and packaging. The requisitioning agency shall have 14 calendar days to perform acceptance testing.

6.0 Material Numbers – This PCID encompasses requirements for the following material numbers:

<u>Material Master Number</u>	<u>Description</u>
277367	Decal, Truck, Weight, Class #2
277368	Decal, Truck, Weight, Class #3
277369	Decal, Truck, Weight, Class #4A
277370	Decal, Truck, Weight, Class #4B
277371	Decal, Truck, Weight, Class #5
277372	Decal, Truck, Weight, Class #6
277373	Decal, Truck, Weight, Class #7
277374	Decal, Truck, Weight, Class #8
277375	Decal, Truck, Weight, Class #9
277376	Decal, Truck, Weight, Class #10
277377	Decal, Truck, Weight, Class #11
277378	Decal, Truck, Weight, Class #12
277379	Decal, Truck, Weight, Class #13
277380	Decal, Truck, Weight, Class #14
277381	Decal, Truck, Weight, Class #15
277382	Decal, Truck, Weight, Class #16
277383	Decal, Truck, Weight, Class #17
277384	Decal, Truck, Weight, Class #18
277385	Decal, Truck, Weight, Class #19
277386	Decal, Truck, Weight, Class #20
277387	Decal, Truck, Weight, Class #21
277388	Decal, Truck, Weight, Class #22
277389	Decal, Truck, Weight, Class #23
277390	Decal, Truck, Weight, Class #24
277391	Decal, Truck, Weight, Class #25

Quality Assurance Specialist: Brian Vulgaris

Section Manager: Del Border