



**FULLY EXECUTED - CHANGE 1**

Contract Number: 4400027800

Original Contract Effective Date: 05/26/2023

Contract Change Date: 04/10/2024

Valid From: 07/01/2023 To: 06/30/2025

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: 121051

**Supplier Name/Address:**

FRY COMMUNICATIONS INC

800 W CHURCH RD

MECHANICSBURG PA 17055-3198 US

**Please Deliver To:**

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

Supplier Phone Number: 7177660211

Supplier Fax Number: 717-691-0341

**Contract Name:**

PA Code & Bulletin

**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
*** Validity Period Changed ***						
9	PA Code and PA Bulletin	0.000		0.00	1	0.00
-----						
*** Validity Period Changed ***						
10	Administration Costs	1.000	Each	973,000.00	1	973,000.00
-----						
*** Validity Period Changed ***						
11	Maintaining Master Index	1.000	Each	40,000.00	1	40,000.00
-----						
*** Validity Period Changed ***						
12	Updating Code and Bulletin Website	1.000	Each	30,000.00	1	30,000.00
-----						

**Information:**

Supplier's Signature \_\_\_\_\_

Title \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_



**FULLY EXECUTED - CHANGE 1**  
Contract Number: 4400027800  
Original Contract Effective Date: 05/26/2023  
Contract Change Date: 04/10/2024  
Valid From: 07/01/2023 To: 06/30/2025

**Supplier Name:**  
FRY COMMUNICATIONS INC

**General Requirements for all Items:**

**Header Text**

This is a Sole Source Contract is for:

What: Publication of the Pennsylvania Code and Pennsylvania Bulletin on behalf of the Legislative Reference Bureau.

Why: Current Contract will be expiring on 6/30/2023

Contact for DGS: Dan Covell  
Phone: 717-346-3828  
E-Mail: dcovell@pa.gov

No further information for this Contract

**Information:**



**FULLY EXECUTED - CHANGE 1**

Contract Number: 4400027800

Original Contract Effective Date: 05/26/2023

Contract Change Date: 05/31/2023

Valid From: 07/01/2023 To: 06/30/2024

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: 121051

**Supplier Name/Address:**

FRY COMMUNICATIONS INC

800 W CHURCH RD

MECHANICSBURG PA 17055-3198 US

**Please Deliver To:**

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

Supplier Phone Number: 7177660211

Supplier Fax Number: 717-691-0341

**Contract Name:**

PA Code & Bulletin

**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
9	PA Code and PA Bulletin	0.000		0.00	1	0.00
10	Administration Costs	1.000	Each	973,000.00	1	973,000.00
11	Maintaining Master Index	1.000	Each	40,000.00	1	40,000.00
12	Updating Code and Bulletin Website	1.000	Each	30,000.00	1	30,000.00

**General Requirements for all Items:**

**Information:**

Supplier's Signature \_\_\_\_\_

Title \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_



**FULLY EXECUTED - CHANGE 1**  
Contract Number: 4400027800  
Original Contract Effective Date: 05/26/2023  
Contract Change Date: 05/31/2023  
Valid From: 07/01/2023 To: 06/30/2024

**Supplier Name:**  
FRY COMMUNICATIONS INC

**Header Text**

This is a Sole Source Contract is for:

What: Publication of the Pennsylvania Code and Pennsylvania Bulletin on behalf of the Legislative Reference Bureau.

Why: Current Contract will be expiring on 6/30/2023

Contact for DGS: Dan Covell  
Phone: 717-346-3828  
E-Mail: dcovell@pa.gov

No further information for this Contract

**Information:**



**FULLY EXECUTED - CHANGE 1**  
Contract Number: 4400027800  
Original Contract Effective Date: 05/26/2023  
Contract Change Date: 05/31/2023  
Valid From: 07/01/2023 To: 06/30/2024

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: 121051

**Supplier Name/Address:**  
FRY COMMUNICATIONS INC  
800 W CHURCH RD  
MECHANICSBURG PA 17055-3198 US

**Please Deliver To:**

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

Supplier Phone Number: 7177660211  
Supplier Fax Number: 717-691-0341

**Contract Name:**  
PA Code & Bulletin

**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
9	PA Code and PA Bulletin	0.000		0.00	1	0.00
10	Administration Costs	1.000	Each	973,000.00	1	973,000.00
11	Maintaining Master Index	1.000	Each	40,000.00	1	40,000.00
12	Updating Code and Bulletin Website	1.000	Each	30,000.00	1	30,000.00

**General Requirements for all Items:**

**Information:**

Supplier's Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_

Title \_\_\_\_\_  
Date \_\_\_\_\_



**FULLY EXECUTED - CHANGE 1**  
Contract Number: 4400027800  
Original Contract Effective Date: 05/26/2023  
Contract Change Date: 05/31/2023  
Valid From: 07/01/2023 To: 06/30/2024

**Supplier Name:**  
FRY COMMUNICATIONS INC

**Header Text**

This is a Sole Source Contract is for:

What: Publication of the Pennsylvania Code and Pennsylvania Bulletin on behalf of the Legislative Reference Bureau.

Why: Current Contract will be expiring on 6/30/2023

Contact for DGS: Dan Covell  
Phone: 717-346-3828  
E-Mail: dcovell@pa.gov

No further information for this Contract

**Information:**

Table of Contents

PART I - GENERAL INFORMATION ..... 3

I.1 I-SPR-001.2 Purpose (Dec. 2006) ..... 3

I.2 I-SPR-011-2b Submission of Supplier Pricing Request Forms - Electronic Submittal (Dec. 2006) ..... 3

I.3 I-SPR-029.2 Prices – Sole Source (Dec 2006) ..... 3

I.4 Submission-001.1 Representations and Authorizations (February 2017) ..... 3

PART II -SUBMITTAL REQUIREMENTS..... 5

II.1 II-SPR-008.1b Lobbying Certification and Disclosure – Electronic Submission (Dec 2006)..... 5

II.2 II-SPR-012.1 Return Goods Policy (Doc 2006)..... 5

II.3 II-SPR-016.1 Post-Submission Descriptive Literature (Dec 2006) ..... 5

II.4 II-SPR-017.1b Reciprocal Limitations Act - Electronic Submittal (February 2007) ..... 5

II.5 II-SPR-019.1b Iran Free Procurement Certification and Disclosure – Electronic Submittal (November 2016).. 5

PART III - WORK STATEMENT ..... 6

III.1 III-SPR-001.1A Specifications (Dec 2006) ..... 6

PART IV - TERMS AND CONDITIONS ..... 7

IV.1 CONTRACT-001.1c Contract Terms and Conditions – Stand-Alone (Nov 30 2006)..... 7

IV.2 CONTRACT-002.1a Term of Contract – Contract (May 2012) ..... 7

IV.3 CONTRACT-002.2b Renewal of Contract Term – Mutual (Oct 2013)..... 7

IV.4 CONTRACT-002.3 Extension of Contract Term (Nov 30 2006) ..... 7

IV.5 CONTRACT-003.1a Signatures – Contract (July 2015)..... 7

IV.6 CONTRACT-004.1a Definitions (Oct 2013) ..... 8

IV.7 CONTRACT-005.1a Purchase Orders (July 2015)..... 8

IV.8 CONTRACT-006.1 Independent Prime Contractor (Oct 2006)..... 9

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

IV.10 CONTRACT-007.02 Estimated Quantities (Nov 30 2006) ..... 9

IV.11 CONTRACT-007.3 Prior Notice (Oct 2006) ..... 9

IV.12 CONTRACT-008.1a Warranty. (Oct 2006) ..... 9

IV.13 CONTRACT-009.1c Patent, Copyright, and Trademark Indemnity (Oct 2013) ..... 10

IV.14 CONTRACT-009.1d Ownership Rights (Oct 2006)..... 10

IV.15 CONTRACT-010.1a Acceptance (Oct 2006)..... 10

IV.16 CONTRACT-010.2 Product Conformance (March 2012) ..... 11

IV.17 CONTRACT-010.3 Rejected Material Not Considered Abandoned (March 2012) ..... 11

IV.18 CONTRACT-011.1a Compliance With Law (Oct 2006)..... 11

IV.19 CONTRACT-013.1 Environmental Provisions (Oct 2006) ..... 11

IV.20 CONTRACT-014.1 Post-Consumer Recycled Content (June 2016) ..... 12

IV.21 CONTRACT-014.3 Recycled Content Enforcement (February 2012) ..... 12

IV.22 CONTRACT-015.1 Compensation (Oct 2006)..... 12

IV.23 CONTRACT-015.2 Billing Requirements (July 2021)..... 12

IV.24 CONTRACT-016.1 Payment (Oct 2006)..... 12

IV.25 CONTRACT-016.2 Payment – Electronic Funds Transfer (July 2022) ..... 13

IV.26 CONTRACT-017.1 Taxes (Dec 5 2006)..... 13

IV.27 CONTRACT-018.1 Assignment of Antitrust Claims (Oct 2006)..... 13

IV.28 CONTRACT-019.1 Hold Harmless Provision (Nov 30 2006) ..... 14

IV.29 CONTRACT-020.1 Audit Provisions (Oct 2006)..... 14

IV.30 CONTRACT-021.1 Default (Oct 2013)..... 14

IV.31 CONTRACT-022.1 Force Majeure (Oct 2006)..... 15

IV.32 CONTRACT-023.1a Termination Provisions (Oct 2013)..... 16

IV.33 CONTRACT-024.1 Contract Controversies (Oct 2011) ..... 16

IV.34 CONTRACT-025.1 Assignability and Subcontracting (Oct 2013)..... 17

IV.35 CONTRACT-026.1 Other Contractors (Oct 2006) ..... 17

IV.36 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (August 2018) ..... 17

IV.37 CONTRACT-028.1 Contractor Integrity Provisions (January 2015)..... 18

IV.38 CONTRACT-029.1 Contractor Responsibility Provisions (July 2021)..... 21

IV.39 CONTRACT-030.1 Americans with Disabilities Act (July 2021)..... 21

IV.40 CONTRACT-031.1 Hazardous Substances (April 2017) ..... 22

IV.41 CONTRACT-032.1 Covenant Against Contingent Fees (Oct 2006) ..... 23

IV.42 CONTRACT-033.1 Applicable Law (Oct 2006) ..... 23

IV.43 CONTRACT-034.1b Integration (Nov 30 2006) .....	24
IV.44 CONTRACT-034.2c Order of Precedence - SPR (Dec 13 2006) .....	24
IV.45 CONTRACT-034.3 Controlling Terms and Conditions (Aug 2011) .....	24
IV.46 CONTRACT-035.1a Changes (Oct 2006) .....	24
IV.47 CONTRACT-037.1a Confidentiality (Oct 2013) .....	24
IV.48 CONTRACT-046.1 Manufacturer's Price Reduction (Oct 2006).....	25
IV.49 CONTRACT-049.01 Wages and Working Conditions (Oct 2006).....	25
IV.50 CONTRACT-049.02 Equipment and Machinery (March 2012).....	26
IV.51 CONTRACT-049.03 Quality (Oct 2013).....	26
IV.52 CONTRACT-049.05 Additional Quantities (Oct 2006) .....	26
IV.53 CONTRACT-049.06 Paper Stock (March 2012).....	26
IV.54 CONTRACT-049.07 Proofs (March 2012).....	27
IV.55 CONTRACT-049.08 Author's Alterations (March 2012).....	27
IV.56 CONTRACT-049.09 Packaging (March 2012).....	27
IV.57 CONTRACT-049.10 Insignias and Labels (March 2012) .....	28
IV.58 CONTRACT-049.12 Ownership of Asset and Resource Files (March 2012) .....	28
IV.59 CONTRACT-049.13 Safekeeping (March 2012).....	28
IV.60 CONTRACT-049.14 Copyright (March 2012).....	28
IV.61 CONTRACT-049.15a Capabilities (Jan 2015).....	28
IV.62 CONTRACT-049.16 Ordering (March 2012).....	29
IV.63 CONTRACT-049.17 Cancellation of Orders (March 2012).....	29
IV.64 CONTRACT-049.18 Transmittal of Art Files and Proofs (March 2012) .....	29
IV.65 CONTRACT-049.19 Site Visits/Press Checks (March 2012) .....	29
IV.66 CONTRACT-049.20 Printer's Errors (March 2012) .....	29
IV.67 CONTRACT-049.21 Ink (March 2012).....	29
IV.68 CONTRACT-049.22 Paper Samples (March 2012).....	30
IV.69 CONTRACT-049.23 Delayed or Lost Shipments (March 2012).....	30
IV.70 CONTRACT-049.24 Furnishing Prices to Publishers (March 2012) .....	30
IV.71 CONTRACT-049.25 Testing of Items (March 2012) .....	30
IV.72 CONTRACT-051.1 Notice (Dec 2006).....	30
IV.73 CONTRACT-052.1 Right to Know Law (Feb 2010).....	30



## **PART I - GENERAL INFORMATION**

### **PART I - GENERAL INFORMATION**

#### **I.1 I-SPR-001.2 Purpose (Dec. 2006)**

The Commonwealth of Pennsylvania (Commonwealth) is issuing this Supplier Pricing Request to request a written offer from the vendor to meet the needs of DEPARTMENT OF GENERAL SERVICES to satisfy the need for PA CODES & BULLETIN .

#### **I.2 I-SPR-011-2b Submission of Supplier Pricing Request Forms - Electronic Submittal (Dec. 2006)**

Supplier pricing is requested for the item(s) described in this Supplier Pricing Request and all the documents referenced in the form (collectively called the SPR). The vendor must submit its response to the Supplier Pricing Request through the Commonwealth's electronic system (SRM).

#### **I.3 I-SPR-029.2 Prices – Sole Source (Dec 2006)**

If a contract is entered into with the vendor, the vendor will be required to provide the awarded item(s) at the prices quoted in its response to the Supplier Pricing Request.

#### **I.4 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 -SUBMITTAL REQUIREMENTS**

### **PART II -SUBMITTAL REQUIREMENTS**

#### **II.1 II-SPR-008.1b Lobbying Certification and Disclosure – Electronic Submission (Dec 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. Vendors 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 SPR. The completed and signed Lobbying Certification Form and the Disclosure of Lobbying Activities Form should be submitted with the Response. Commonwealth agencies will not contract with outside firms or individuals to perform lobbying services, regardless of the source of funds.

#### **II.2 II-SPR-012.1 Return Goods Policy (Doc 2006)**

Each vendor must submit a copy of their return goods policy with their response.

#### **II.3 II-SPR-016.1 Post-Submission Descriptive Literature (Dec 2006)**

The Commonwealth may, during its evaluation of the response, require any vendor 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 may result in the rejection of the response.

#### **II.4 II-SPR-017.1b Reciprocal Limitations Act - Electronic Submittal (February 2007)**

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

#### **II.5 II-SPR-019.1b 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 SPR. The completed and signed Iran Free Procurement Certification form must be submitted with the 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 - WORK STATEMENT**

**PART III - WORK STATEMENT**

**III.1 III-SPR-001.1A Specifications (Dec 2006)**

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

## **PART IV - TERMS AND CONDITIONS**

### **PART IV - TERMS AND CONDITIONS**

#### **IV.1 CONTRACT-001.1c Contract Terms and Conditions – Stand-Alone (Nov 30 2006)**

The Contractor and the Commonwealth agree that the following terms and conditions are part of the Contract:

#### **IV.2 CONTRACT-002.1a Term of Contract – Contract (May 2012)**

The initial term of the Contract shall be 01 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.

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

The Contract may be mutually renewed for a maximum of 4 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.

#### **IV.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.

#### **IV.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 acknowledgement 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.

#### **IV.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.

#### **IV.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.

#### **IV.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.

#### **IV.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.

#### **IV.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.

#### **IV.11 CONTRACT-007.3 Prior Notice (Oct 2006)**

The Contractor is required to notify the Commonwealth Delivery Location when shipment is to be made in order that a Commonwealth representative may be present to receive the Contract Item(s) when they are delivered.

#### **IV.12 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.

#### **IV.13 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.

#### **IV.14 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.

#### **IV.15 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.

#### **IV.16 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.

#### **IV.17 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.

#### **IV.18 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.

#### **IV.19 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.

#### **IV.20 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> .

#### **IV.21 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.

#### **IV.22 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.

#### **IV.23 CONTRACT-015.2 Billing Requirements (July 2021)**

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;
- 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.

#### **IV.24 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.

#### **IV.25 CONTRACT-016.2 Payment – Electronic Funds Transfer (July 2022)**

- a. The Commonwealth will make contract payments through 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.

#### **IV.26 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.

#### **IV.27 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.

#### **IV.28 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.

#### **IV.29 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.

#### **IV.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.

#### **IV.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.

#### **IV.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.

#### **IV.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.

#### **IV.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.

#### **IV.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.

#### **IV.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.

#### **IV.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 it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the 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.

#### **IV.38 CONTRACT-029.1 Contractor Responsibility Provisions (July 2021)**

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 search the current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment List tab.

#### **IV.39 CONTRACT-030.1 Americans with Disabilities Act (July 2021)**

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

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

- 1 Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 C. F. R. § 35.101 et seq., the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
- 2 The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

#### **IV.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.

#### **IV.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.

#### **IV.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.

#### **IV.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.

#### **IV.44 CONTRACT-034.2c Order of Precedence - SPR (Dec 13 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 SPR; and the Contractor's response to the SPR.

#### **IV.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.

#### **IV.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.

#### **IV.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.

#### **IV.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.

#### **IV.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.

#### **IV.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.

#### **IV.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.

#### **IV.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.

#### **IV.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.

#### **IV.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 PAArtwork 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 PAArtwork 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.

#### **IV.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.

#### **IV.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.

#### **IV.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.

#### **IV.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.

#### **IV.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.

#### **IV.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.

#### **IV.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.

#### **IV.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.

#### **IV.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.

#### **IV.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.

#### **IV.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.

#### **IV.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.

#### **IV.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.

#### **IV.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.

#### **IV.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.

#### **IV.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.

#### **IV.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.

#### **IV.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.

#### **IV.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.

**SPECIFICATIONS  
PENNSYLVANIA CODE AND BULLETIN**

**A. OVERVIEW**

The Commonwealth of Pennsylvania (Commonwealth), through the Department of General Services, is issuing this Supplier Pricing Request (SPR) to obtain a written offer from the vendor (Vendor) for publication of the Pennsylvania Code (Code) and Pennsylvania Bulletin (Bulletin) on behalf of the Legislative Reference Bureau (Bureau) and all Commonwealth Agencies.

This SPR covers all operations, services and materials and creation of and maintenance of the applicable websites furnished by the Vendor which are required for the manufacturing, printing, packaging, repackaging, storage and distribution of printed and electronic material as defined in these Specifications.

**1. Incorporated Attachments**

In addition to this Specifications document the following documents are incorporated as exhibits and made part of this SPR:

Cost Sheet  
BOP-1307 Lobbying Cert  
BOP-2201 Workers Protection Form  
Iran Free Form  
GSPUR-89 Reciprocal of Limitations  
Cost or Pricing Data Certification

**2. Estimated Quantities**

Cost Sheet for estimated quantities.

**3. Pricing**

Costs which are not specifically identified in the Vendor response and accepted by the Commonwealth as part of a contract will not be compensated under any contract awarded pursuant to these Specifications. The Commonwealth will not be responsible for any costs or expenses incurred by the Vendor in responding to these Specifications.

Any price changes permitted at renewal under IV.3 Contract-002.2g of the Contract Terms and Conditions are limited to those prices set forth in Part B of the Bid Price Sheets (Attachment A). Pricing for Part A (Administrative Costs) shall be separately negotiated at renewal by the Commonwealth.

**4. Inspection of Facilities**

The Commonwealth reserves the right to conduct an inspection of Vendor's or any subcontractor's facilities prior to award of the contract to assure that the Vendor and/or subcontractors can meet all specifications.

After award of the contract, representatives of the Commonwealth must have access to a Vendor/subcontractor's plant or place of business at any time to inspect work in progress. Facilities, equipment, or any part of the manufacturing process may not be relocated without prior approval from the Contracting Officer.

**5. Option to Add or Remove Items**

The addition and/or deletion of any items during the term of the contract will be at the discretion of the Commonwealth if it is deemed to be in its best interest. If there are additional items added to the contract, fair and accepted pricing will be comparable to market value and similar items covered by the contract.

**6. Substitutions or Changes**

Although the Commonwealth encourages Vendor 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 are allowed without the approval of the Commonwealth.

**7. Revenue and Billing**

Under the contract, the Commonwealth will not pay for services and equipment that will be needed to meet the requirements of these Specifications. Rather, the contract will afford the Vendor the opportunity to set prices and retain the revenue from the sale of the official Code, Code Reporter and Bulletin products to the general public and State agencies. The Commonwealth cannot guarantee numbers of subscriptions over the term of the contract. The Bureau will not pay for State subscriptions.

Under the existing contract, subscriptions have one of 12 possible monthly anniversary dates, depending on when a subscription was entered. The current Vendor maintains an escrow account that tracks each month's passage (and thus payment) for each subscription.

Under the new contract, the new Vendor will fulfill the balance of the subscription periods before billing the subscription anew. The new Vendor will receive a commensurate amount at the existing rate from the escrow account to cover that expense.

Example: A Bulletin subscription is entered in January 2024 for a 12-month period. The amount received is \$87. On July 1, a new Vendor begins. The new Vendor provides 6 months of service and receives \$43.50 from the escrow account. In January 2025, the new Vendor bills for a full year under the new rate.

Similarly, under this contract the Vendor will maintain an escrow account and transfer any amounts for unfulfilled subscriptions to the succeeding Vendor at the end of this contract.

## **8. Additional Provisions**

- a. *Invoices.* Invoices relating to any administrative fees shall be sent to the Bureau for payment. All other invoices shall be submitted in accordance with the payment provisions contained in the Standard Terms and Conditions, IV.24 Contract-016.1 (Payment).
- b. *Editorial Control and Reproduction Rights.* The Bureau retains editorial control over the contents of the Code, the Pennsylvania Code Reporter (Code Reporter) and the Bulletin. The right of editorial control extends to pages prepared from copy submitted by the Bureau and to pages compiled by the Vendor.

The Vendor may not display a trademark, service mark, business name or logo on a page without the written consent of the Bureau.

The Vendor may not reproduce a portion of the Code, Code Reporter or Bulletin, reproduce an address label, or use the name "Pennsylvania Bulletin," "Pennsylvania Code" or the like for any commercial purpose without written consent of the Bureau.

The Vendor may not duplicate, use, sell, assign, or allow any person other than the Bureau to use storage media created to comply with the contract without written consent of the Bureau. If the Vendor subcontracts a portion of the work, the Vendor shall require each subcontractor to agree to these provisions.

The Bureau may copy and use any storage media or related documentation that the Vendor has prepared to comply with the contract.

- c. *Liquidated Damages.* The Vendor agrees that the delivery dates for the production, publication and distribution of the Bulletin and Code Reporter in all forms are the essence of the Contract and that the documents transmitted by the Bureau to the Vendor are sensitive material that the Bureau considers confidential until filed for public inspection. If the publication requirements in the Contract are not met, the breach will interfere with the integrity of the relied upon contents of the Bulletin and Code Reporter and the schedules for vital Commonwealth agency activities. In such event, it would be impractical and extremely difficult to establish the actual damages for which the Vendor is the material cause. The Bureau and the Vendor therefore agree that, in the event of any failure to meet the publication and confidentiality requirements, the amount of damages shall be the amount set forth in this paragraph and the Vendor shall pay such amount as liquidated damages, not as a penalty. The liquidated damages are in lieu of all other damages arising from such breach. The amount of liquidated damages shall be as follows:



1) One thousand dollars for each 24-hour period of delay after the scheduled mailing date or the scheduled Internet site access date for the distribution of the Bulletin or the Code Reporter until the date on which the Vendor satisfactorily completes all required work under these Specifications.

2) One thousand dollars for each 24-hour period during which access to the current Code or full Bulletin Internet site is unavailable due to the fault of the Vendor's hardware and/or software. The Vendor shall have four hours to restore full access to the Internet site.

3) Five thousand dollars for each breach of confidentiality.

The scheduled mailing date or Internet site access date for the distribution of the Bulletin or the Code Reporter may be modified for the purposes of applying liquidated damages under the following circumstances:

1) The Bureau specifies in writing a later date, in which event such later date shall become the scheduled delivery date or Internet sites access date for applying liquidated damages.

2) The Vendor meets the scheduled date for the delivery of page proofs to the Bureau, but the Bureau fails to meet the schedule for returning page proofs to the Vendor, in which event the scheduled date for mailing or the Internet site access date will be extended by the number of days that the Bureau failed to meet its delivery schedule.

Notwithstanding any provision of this section to the contrary, liquidated damages shall not apply to the Code Reporter until the cumulative number of working days of delay beyond the scheduled or modified scheduled date, as the case may be, for the distribution of each Code Reporter exceeds 12 calendar days aggregate during the first six scheduled issues of the Code Reporter.

If the cumulative number of working days of delay beyond the scheduled or modified scheduled date for the production and distribution of the Bulletin and Code Reporter in all forms exceeds 30 days, then the Bureau, at no additional expense and at its option, may either:

1) Immediately terminate the Contract and the Bureau shall be entitled to its remedies under the default section of the Contract; or

2) Order the Vendor to continue with no decrease in effort until the work is completed in a manner acceptable to the Bureau or until the Bureau terminates the Contract. If the Contract is continued, the liquidated damages will also continue until the work is completed.

Liquidated damages shall be paid by the Vendor and collected by the Bureau by deducting them from the invoices submitted under the Contract, or by the Bureau billing the Vendor as a separate item.

## **9. Account Management**

The Vendor will designate an account representative to oversee the contract and serve as the single point of contact with the Bureau regarding this contract. The Vendor must inform the Contracting Officer as soon as possible of any change in account management, preferably before a change is made. The account representative will be responsible for:

- a. Meeting with the Commonwealth within 48 hours' notice to discuss contract requirements.
- b. Proper operation and administration of the Contract by the Vendor, its agents and any subcontractors.
- c. Responding in a timely manner in writing, unless instructed otherwise, to information requests from the Commonwealth.
- d. Attending meetings as requested by the Commonwealth.
- e. Providing all periodic reports required by the Commonwealth.
- f. Attending an annual business review which will be held yearly, around the anniversary date of the contract. Some items to be discussed at these annual meetings are:
  - 1) Performance review.
  - 2) Contract improvements.
  - 3) Cost savings.
  - 4) Productivity improvement.
  - 5) Industry advances.

The Commonwealth may require the Vendor to relieve the account representative if, in the opinion of the Commonwealth, it appears that the account representative does not perform at the applicable skill level required.

The Vendor must be available by telephone Monday through Friday, 8:00 am to 5:00 pm E.S.T.

## **10. Quality**

The Vendor shall provide quality materials to the Commonwealth.

The Commonwealth may hold periodic meetings with the Vendor to review the quality of service provided. These meetings are likely to be held monthly or quarterly after the successful transition of the contract unless issues arise. It is at this time that the Commonwealth will discuss the Vendor performance. If any service deficiencies are identified across the entire contract, the Vendor and the Commonwealth representatives will determine a plan of action to ensure that the level of service improves.

## **11. Freight/Shipping**

The contract unit prices shall cover all costs of shipment, F.O.B. destination within Pennsylvania, including local cartage and any other costs of inside delivery. The majority of deliveries will be to the Harrisburg, Pennsylvania area.

## **13. Confidentiality**

The Vendor shall maintain and protect the security and confidentiality of documents delivered by the Bureau and not permit disclosure, publication or dissemination until the documents have been filed for public inspection by the Bureau. The Vendor shall maintain security procedures to safeguard the confidentiality of documents using a reasonable degree of care. If a document is disclosed in violation of this paragraph, the Vendor shall promptly notify the Bureau in writing. The Vendor and the Bureau agree that disclosure of any confidential documents will result in a material breach of the Contract for which liquidated damages shall be applied.

## **B. LEGISLATIVE REFERENCE BUREAU**

### **1. Mission and Organization**

This part is presented to describe current rulemaking functions and Bureau production processes. Statutory changes as a result of actions by the General Assembly of Pennsylvania can impact rulemaking functions. The Vendor will be required to modify performance over the term of the contract in accordance with legislative action, and the Vendor should be aware of that possibility.

The printed compilation produced for the Bureau, the Code (supplemented by the Code Reporter and Bulletin), is the official text of Commonwealth rules and regulations and other documents. Courts are required to take judicial notice of the contents of these publications. The Vendor shall be required to edit, compose, print and distribute the subject publications in hard copy and electronic form.

There are no restrictions on the use of the Bulletin. The Commonwealth claims ownership and copyright protection for value added material in the Code and Code Reporter, such as Notes of Decisions, Indexes, Cross References, Source Notes, Authority Notes, etc.

All information, data and applications, including, but not limited to, files, programs, coding, policies, text and schema created by the Vendor for this contract are the property of the Commonwealth. The Commonwealth consents to their use. Upon termination or expiration of the contract, all information, data and applications must be transferred to the Commonwealth or its designated agent.

## **2. Rulemaking in Pennsylvania**

One of the major responsibilities of the Bureau is the official filing, tracking and publication of the Commonwealth's three key rulemaking publications: the Code, Code Reporter and Bulletin.

When enacting general laws, the General Assembly often delegates “rulemaking powers” to administrative departments or other agencies. These agencies are then empowered to develop and enforce those rules and regulations they deem necessary to implement the laws.

The words “rules” and “regulations” are interchangeable. In Pennsylvania, the term “rule” is used most frequently, so the procedures which are followed by State agencies in adopting them are known as “the rulemaking process.” This process is designed to ensure that the public has an opportunity to comment on, and participate in, the adoption of rules. Through the Office of the Pennsylvania Code and Bulletin, the Bureau is charged with the responsibility of reviewing and accepting all rules as well as organizing, publishing and printing this material. The Bureau must meet strict weekly production deadlines for publication of rules and other documents in the Bulletin and comply with publication content provisions pursuant to the act of July 31, 1968 (P.L.769, No.240), referred to as the Commonwealth Documents Law. The Bulletin is the publication used to provide information on rules under development; the Code is the codification of effective, adopted agency rules and other documents. It is the equivalent of what some states refer to as their “administrative code.”

## **C. THE PENNSYLVANIA CODE**

### **1. General**

The Code contains 40 titles in 64 binders. It is a loose-leaf publication with over 37,000 (6” x 9-1/4”) pages. The Code also includes a one-volume Subject Index. All are produced by the current Vendor and will continue to be produced by the succeeding Vendor.

The Vendor is responsible for editing, composing, printing and distributing the Code and Code Reporter, including binders, divider sheets, up-to-date versions of the Code or parts thereof and special prints of materials in pamphlet or book form.

The Vendor shall employ at least one full-time editor who directs the production of the Code Reporter.

The Code has no color pages or foldout pages.

To fill new orders, the Vendor shall compose and print by August 1, 2023, the titles that constitute the official Code, which consists of the text of rules and other documents required by law.

The Vendor shall compose and print supplementation of new and amended text beginning with the August 2023 supplement and continuing monthly for the term of the contract. The Vendor will have a maximum of five calendar weeks from publication of a document in the Bulletin in which to compose and print each monthly supplement. The last Bulletin in a Code supplement cycle will require Code page proofs to be delivered to the Bureau within one week of that Bulletin's publication. The Vendor shall create a Code Reporter schedule approved by the Bureau.

All printing must be clean and legible, in black type, with no broken letters; the density must be the same throughout the text, with no light or dark streaks. Paper stock is white 50 lb. (b.s. 25x38) acid free, 50/10 text or equal. NOTE WELL: ONLY RECYCLED PAPER MEETING THE COMMONWEALTH'S STATUTORY DEFINITION WILL BE CONSIDERED. See Exhibit 1. The trimming of printed pages must be accurate and square.

Binders shall be included with full-set sales and be optional with less than full-set sales. Binders shall be substantially the same as provided on the date of these Specifications: green with gold lettering and of a quality and weight at least equal to that of existing binders. Only text approved by the Bureau shall be printed on a binder.

The Vendor shall implement all binder splits on a schedule and in a manner to be approved by the Bureau.

The Vendor shall secure a copyright for the official Code, the Master Index and official Code supplementation in the name of the Commonwealth of Pennsylvania. The Vendor shall mail a copy of the copyrights secured to the Director of the Pennsylvania Code and Bulletin, 647 Main Capitol Building, Harrisburg, PA 17120-0033.

The copyright in the name of the Commonwealth of Pennsylvania shall not preclude a rulemaking agency from reproducing multiple copies of that agency's rules for regulatory purposes or legal educational entity for instructional purposes. No special form of permission by the Vendor shall be required to enable a rulemaking agency to reproduce printed pages. However, rulemaking agencies will be instructed to include the following statement on any such document: "Reprinted from the Official Pennsylvania Code, courtesy of the Joint Committee on Documents, (date)." This privilege is granted strictly to help rulemaking agencies accomplish their regulatory responsibilities. Under no circumstances shall this privilege be construed to mean or imply that a rulemaking agency or any other entity may sell or offer for sale copies of official Code pages or print versions of pages on an Internet site.

Agencies may also request from the Vendor booklets or pamphlets of specific chapters of rules for distribution to regulated parties. The current print Vendor fulfills these special requests. Agencies assume the expense of printing and mailing and deal directly with the Vendor.

The Vendor shall either maintain an inventory of official pages and products in sufficient quantity to allow for immediate shipment or to be capable of producing print pages and supplying such items for immediate delivery. The Vendor shall be responsible for delivering all items to their destination in good condition and on time and shall file all claims with carriers for damages, breakage, imperfections and other losses.

Beginning August 1, 2023, the Vendor shall distribute the complete sets and individual titles of the official Code and its supplementation to existing and future subscribers. A printout and storage medium acceptable to the Bureau containing current subscriber data will have been provided to the Bureau by the current Vendor. This material will be provided to the Vendor by the Bureau upon approval of the contract by the Department. The Vendor shall maintain a subscription database for the term of the contract. This database shall be provided to the Bureau in both written and electronic storage medium upon written request, at any time during the term of the contract.

The Vendor shall establish ordering procedures for prospective subscribers and procedures to respond to customer needs and complaints, if any, in a timely manner. The Vendor must provide subscribers with appropriate supplementation for the titles or volumes they have purchased. Supplementation must be inserted in titles or volumes so that they are up to date when an order is filled. If a customer notifies the Vendor of missing pages from a supplement, the required pages shall be shipped immediately at no further cost to the subscriber.

The Vendor shall provide full sets of the print version of the official Code, including binders and supplementation for the term of the contract, to the following offices at no charge to the recipients:

- 1 copy - Legislative Reference Bureau Library, Harrisburg
- 3 copies - Code and Bulletin Office, Harrisburg
- 1 copy of Court rules - Code and Bulletin Office, Harrisburg
- 1 copy - State Law Library, Harrisburg

## **2. Master Index for the Official Code**

The Vendor shall research, write, produce and maintain a Master Index.

The Master Index shall be reprinted in its entirety at least every year beginning January 1, 2023, or sooner at the Vendor's option.

Upon approval of the contract, the Bureau shall provide the Vendor with electronic storage media containing the Master Index provided by the current Vendor under existing contract provisions. The Bureau makes no representations as to the accuracy, completeness, content or usefulness of the media.

### **3. Table of Current Pages**

The Vendor shall continue the system in effect on the date of the Contract to help subscribers verify that the pages in any volume are the most current available. This may include, but need not be limited to, continuation of the existing Complete Title Contents format, located in the front of each title.

### **4. Supplementation**

The Vendor shall monitor Bulletin publication of documents to be included in the Code Reporter. The Vendor shall prepare replacement pages as part of the Vendor's loose-leaf update service to give effect to Bulletin amendments, additions or deletions. The Vendor shall prepare instructions for inserting replacement pages and a method of ascertaining the current status of each page in the Code at the time of the Reporter. For the latter, the use of Transmittal Sheet Number and Certification of Official Text and Complete Title Contents format in effect on the date of this Contract may be continued.

The Vendor shall produce a Master Index with at least annual supplementation. The Vendor also shall verify and print filing instructions against current pages to double-check for accuracy.

### **5. Editorial Matters**

Except when the omission of updating is authorized in writing by the Bureau to avoid unnecessarily frequent republication of pages, the Vendor shall prepare and update the following whenever affected by amendments:

- a. All titles - Transmittal Sheet and Certification of Official Text, Instructions for Inserting Replacement Pages and Complete Title Contents

*Transmittal Sheet and Certification of Official Text* - The Transmittal Sheet and Certification of Official Text shall detail the transmittal sheet number, closing date of the supplement and signature of the Director of the Bureau.

*Instructions for Inserting Replacement Pages* - The Instructions for Inserting Replacement Pages shall specify the pages to be removed from the Code and the pages to be inserted from the current supplement.

*Complete Title Contents* - The Complete Title Contents is a listing of all sequential page serial numbers active in a title as of the current supplement. This listing is between the Transmittal Sheet Number pages and the Certification of Official Text page.

b. All titles - Tables of Contents

Tables of Contents shall be included for each level of subdivision in a title. For example, part, subpart, article, chapter and subchapter levels.

c. All titles - Authority Notes

Authority Notes cite the statutory authority for the addition, amendment or deletion of a rule. The statutory authority citation is stated in the preamble of a final-form or final-omitted rulemaking.

d. All titles - Source Notes

Source Notes state when a chapter or rule has been added, amended or deleted, the amended and effective dates, the Bulletin citation and the serial page of the immediately preceding text.

e. All titles – Notes of Decisions

Notes of Decisions provide a synopsis of court cases that are relevant to a rule. Text is provided by the Legislative Reference Bureau.

f. All titles - Cross References

Cross References list citations to the title, part, subpart, article, chapter, subchapter or section in another rule in Titles 1—107.

g. All titles - Master Index

There is a one-volume Master Subject Index. The index shall conform as to form and completeness to Guidelines for Indexes and Related Information Retrieval Methods, 1997 Edition, National Information Standards Organization TR-02. Indexing shall be to section number rather than page number.

The Vendor shall prepare and update the Title Page for all titles in the January supplement to update the copyright.

On a quarterly basis, the Vendor shall update the closing date citation on the Transmittal Sheet Number and Certification of Official Text page of each title not updated within the past quarter.

## **6. Availability of Code**

The current text of the Code is available from the Bureau on CD in XML format.



## **7. Circulation**

The hard copy Code, Code Reporter and Bulletin subscriber lists developed and maintained by the current Vendor are the property of the Commonwealth and will be made available to any subsequent Vendor in hard copy and electronic medium.

## **D. THE PENNSYLVANIA BULLETIN**

### **1. General**

Time is of the essence in the publication of the Bulletin, published weekly with a Saturday cover date. The Bulletin's publication date is vital to agency scheduling for the following reasons:

- a. A minimum 30-day comment period is required before a proposed rule can be adopted. The comment period begins on the date notice of proposed rulemaking is published. Only after the minimum comment period has expired and public hearings, if any, have been conducted may that agency take action to adopt a rule.
- b. The vast majority of rules become effective on the day their adoption is published.
- c. Notice documents carry dates by which proposals will be opened, hearings will be held and other events will occur. These dates are scheduled to occur shortly after Bulletin publication occurs.

### **2. Bulletin Quarterly Index**

A Quarterly Index shall be prepared and printed by the Vendor as a supplement to the Bulletin four times a year. The Quarterly Index is a cumulative account of published document activity that contains a Subject Index, List of Sections Affected generated by the Bureau and the List of Chapters Affected generated by the Vendor.

### **3. Editing**

For each issue the Vendor shall prepare:

- a. The List of Agencies in This Issue for the Bulletin cover.
- b. The Table of Contents (see 1 Pa. Code § 3.29(a)).
- c. The List of Code Chapters Affected by Bulletin Activity in the current calendar year (see 1 Pa. Code § 3.30(a)).

The inside cover of the Bulletin shall state the Latest Pennsylvania Code Reporter (Master Transmittal Sheet), subscription information, contact information for the

Vendor and copyright information. The Vendor shall consult with the Bureau on necessary changes to the text.

A Reader's Guide to the Pennsylvania Bulletin and the Pennsylvania Code shall follow the Table of Contents. The text will be updated as needed by the Bureau.

The manuscript for each document furnished to the Vendor consists of an electronic version in the form filed in the Bureau under the Commonwealth Documents Law. The Bureau assigns to each document:

- a. A publication date.
- b. The category in the Bulletin under which the document shall be published (see 1 Pa. Code § 3.21).

The Vendor shall edit the documents to place in a uniform format and style:

- a. The name of the issuing agency (see 1 Pa. Code § 11.2).
- b. The agency document designation, if any (see 1 Pa. Code § 11.4).
- c. The title of the document (see 1 Pa. Code § 11.5).
- d. A Bulletin document number line at the end of each document.

The Vendor also shall:

- a. Edit the copy to conform to the *Pennsylvania Code & Bulletin Style Manual* and internal documents prepared by the Bureau.
- b. Set the order of documents in each edition of the Bulletin according to the current specification.

The Bulletin contains the full text of rules and other documents. There is no summarizing of text required by the depositing agency, the Bureau or the Vendor. There is not a page limit for documents.

Rulemaking agencies are required to provide electronic documents in Microsoft Word format. Lengthy tables, maps and graphs must be provided in an electronic format approved by the Bureau. There are no State-imposed standards for word processing, computer equipment and software.

The Bureau will cooperate with the Vendor to determine the most efficient, effective procedure to transfer the deposited electronic version of a document to the Vendor. Vendors are encouraged to discuss plans and preferences to affect this transfer.

The Vendor shall employ at least one lead editor on a full-time basis who directs the production of the Bulletin and who edits and supervises the editing of materials submitted by the Bureau. The Vendor shall have adequate back-up personnel familiar with the editing requirements of the Bulletin to act in the absence of the editor and to meet the established deadlines for the Bulletin.

All copy shall be read completely for sense, clarity and possible omissions before a proof is provided to the Bureau. References to citations, statutes and cross-references shall be verified by the Vendor. A close liaison shall be maintained with the Bureau to ensure receipt of copy and to direct queries as a result of the editing routine. The editor shall be familiar with the organization and workings of State agencies, the General Assembly and the Courts, and with Code titles and headings. The Vendor shall have available an adequate Pennsylvania law library in order to be able to verify citations and statutes.

When a proposed rulemaking involves amendment to an existing rule, the editor must compare the manuscript with the printed Code to confirm there are no discrepancies. When a rule is adopted with amendments, the editor must examine the proposed rulemaking to make certain there are no unexplained discrepancies between the rule as proposed and as adopted.

The Bureau will pursue its best efforts to accomplish the following, but ultimate responsibility for all of the following rests with the Vendor:

- a. Documents must be edited for sense and clarity. (For example, does a document that references the Department of Environmental Protection refer to 34 Pa. Code, as opposed to 25 Pa. Code?)
- b. A check must be made that the most current official text is used as a comparison to the document in question.
- c. A check must be made of the appropriate notice or notices of proposed rulemaking in the case of a final rule.
- d. A check must be made for fiscal notes, statutory authority, Independent Regulatory Review Commission orders and effective dates when appropriate. The check should show that such elements are present and that they make sense in the context.
- e. A check must be made that the document will be printed in the correct category.
- f. A check must be made of citations. In the case of a statute, the citation must be verified as making sense by checking references.
- g. A check must be made of cross references for accuracy. Each section must also be checked for references to it in other sections, even if the agency failed to do so.

- h. The hierarchy of section components and designations must conform to the general style. (See 1 Pa. Code Ch. 9).
- i. A check must be made regarding dates. (For example, is notice of a hearing being printed after the hearing has taken place?)

The Vendor shall provide a toll-free telephone number to the Bureau.

#### **4. Availability of Bulletin**

The Bulletin is available from the Bureau on CD in XML format from January 1, 1996 through the current issue.

#### **5. Printing and Distribution**

- a. The Vendor shall edit, compose, print and mail the Bulletin.
- b. The print run as of the date of these Specifications is approximately 500 for each weekly Bulletin.
- c. The Bulletin averages 155 pages per week. The number of pages is variable.
- d. Bulletin paper stock is 100% recycled, not less than 50% postconsumer content basis 30 # (24 x 36/500). Stock must meet the statutory definition of Recycled. See Exhibit 1.
- e. Annual subscriptions are \$87.00 a year.
- f. A subscription includes all regular weekly issues, four of which contain the Quarterly Index.
- g. Individual copies on the date of these Specifications are sold for \$2.50.
- h. The Vendor will be responsible for mailing. This includes labeling, bagging, and depositing. The Vendor shall complete all postal forms. Delivery shall be by second class mail. The Vendor shall conform to U.S. Postal Service regulations.
- i. The frequency and format of the Bulletin, as well as certain types of distribution, are subject to change by the General Assembly.
- j. The Vendor shall provide the Bulletin for the term of the contract to the following offices at no charge to the recipients:

1 copy - Legislative Reference Bureau Library, Harrisburg  
7 copies - Code and Bulletin Office, Harrisburg

## 6. Paper Stock

Densities of paper stock shall be maintained in order to ensure readability, and text may not bleed through to the other side of the page. Paper with an opacity that maintains a density allowing legibility and readability on both sides shall be used. Black type shall be used.

## 7. Binding

Each copy of the Bulletin shall be folded, gathered, stitched and trimmed on three sides to approximately 8-1/2" x 11" and saddle stitched.

## 8. Publication Schedule

For each issue bearing a Saturday (Day 17) cover date, the Bureau begins releasing copy on Thursday (Day 1) and will continue releasing copy until Friday (Day 9). Document proofs shall be furnished to the Bureau by the Vendor within three working days of release of copy to the Vendor by the Bureau.

Each issue of the Bulletin shall be deposited in the United States mail at a time and on a calendar day (Mail Deposit Deadline) as shall be specified in written instructions furnished to the Vendor by the Bureau. The Vendor may affect such deposit in a United States Post Office in Harrisburg, Philadelphia or Pittsburgh, Pennsylvania, as the Vendor may elect, or at such other Pennsylvania post office as the Bureau may in its discretion approve on the recommendation of the Vendor. An issue is deemed to be deposited in the mail at the time when at least 95% of the copies to be so deposited have been deposited at the required location in the appropriate post office.

The Vendor shall maintain the following publication schedule unless the Bureau fails to maintain the deadline applicable to its obligations, in which event the Vendor shall maintain the publication schedules to the extent possible without incurring overtime or other special costs:

(Except for those days designated as Mail Deposit Deadline day in the schedule below, Saturdays, Sundays and legal holidays are excluded.)

### **OPERATION: BULLETIN**

### **SCHEDULE**

Bureau generally begins releasing copy

4 PM  
Thursday  
Day 1

Vendor begins furnishing proofs

4 PM  
Tuesday  
Day 6

Bureau releases any remaining balance of copy	4 PM Friday Day 9
Last individual document proofs delivered to Bureau	3 PM Tuesday Day 13
Last individual document proofs released by telephone or e-mail by Bureau	4 PM Wednesday Day 14
Mail Deposit Deadline	11 PM Thursday Day 15

The Bureau and the Vendor, through mutual agreement, may modify the schedule of Days 1 through 13 based upon the needs of the Bureau or the Vendor.

## **9. Overruns**

Upon receipt of a timely written preprinting request from an agency, the Vendor shall overrun parts of an issue of the Bulletin for the agency's use. Agencies may avail themselves of overruns only if:

- a. they order 1,000 copies or more; or
- b. the Vendor is willing to fill an order for less than 1,000 copies.

## **E. INTERNET ACCESS TO THE CODE AND BULLETIN**

### **1. Creation and Maintenance of Internet Site**

The Vendor shall maintain a site on the Internet where users may without charge and without having to supply a username and password access the full text of the current Code and the full text of the Bulletin. The site shall contain conspicuous identification as an official Commonwealth site. The address of the site must be approved in writing by the Bureau.

All of the following shall be available on the Internet site:

- a. The complete current text of the Code.
- b. The complete text of Bulletins from January 6, 1996, to the current issue.
- c. The sequential serial pages of the Code from 2021 to the present.

Availability of the text of both the Code and the Bulletin shall coincide with the availability of print versions. The Bulletin shall be available by 9 am on the filing date for each issue. The Code shall be available by 12 pm on the first Monday following the scheduled mail date.

The text of the Code and Bulletin must be identical to the official print versions.

## **2. Interface**

The interface shall be intuitive and designed so as to be easily understood by a user of average experience level. The primary or home page of the Bulletin shall display a conspicuous hyperlink to the current issue. No commercial advertisement, trademark, service mark or business logo may appear on the site. The name and address of the Vendor may, however, appear on the site. The site shall include a privacy policy. The Vendor shall provide a version of the user interface that may be viewed using a browser to the Bureau, which shall have the right to approve or disapprove the version.

Upgrades to the existing interface and functionality of the Code and Bulletin Internet site are desired as part of these Specifications as follows:

- a. Decrease the scrolling speed within picker elements on the home page and search pages.
- b. Addition to the home page of a section for announcements submitted periodically by the Bureau to the Vendor.
- c. Update of the agency list on the Bulletin search page.
- d. Addition of the HTML version of the Code sequential serial pages to the Code search page.
- e. Addition of a keyword search for the Code sequential serial pages to the Code search page.

The Vendor shall provide versions of the user interfaces for the Code and Bulletin Internet site with the previously detailed upgrades to the Bureau for approval.

## **3. Access**

Except for necessary and routine maintenance that must be performed between the hours of 10 pm and 6 am, Eastern Time, the Vendor shall provide 24-hours-per-day, 7-days-per-week access to the Code and to the Bulletin via the Internet, through the use

of a universally acceptable browser. The Vendor shall provide access to an unlimited number of users.

The Vendor shall provide advance notice on the home page of the Code and Bulletin Internet site of the date and time of scheduled maintenance.

The Vendor shall notify the Bureau in writing prior to maintenance being performed on the Code and Bulletin site. The Vendor shall notify the Bureau when the maintenance is complete. The Vendor shall verify that the Code and Bulletin site operates at full functionality following maintenance.

#### **4. Searching**

A standardized or proprietary protocol, agent or search engine shall give users the ability to conduct keyword searches on the Code and Bulletin site. The Vendor shall provide a specific description of proposed search capabilities and how search results will be displayed. Boolean operators, phrase searching, grouping of search terms and the wildcard character for right truncation must be supported. Results should appear chronologically for searches related to the Bulletin, with the most recent documents appearing first, and in ascending title and section order for searches related to the Code.

The existing searching function of the Code and Bulletin Internet site shall be updated to add a keyword search for the Code sequential serial pages. The Vendor shall provide versions of the user interfaces for the Code and Bulletin Internet site with the upgrade to the Bureau for approval.

#### **5. Browsing**

The Internet site for the Bulletin shall allow users to browse Bulletins by volume and number from January 6, 1996, to the current issue. The Internet site for the Code shall allow users to browse all titles at the chapter level. The Internet site for the Code shall also allow users to browse the Code sequential serial pages by year.

#### **6. Printing**

Viewing and downloading shall be offered in the user's choice of HTML or PDF. PDF documents shall be identical in format and substance to the official print versions. A person who accesses the Internet site for the Code shall be able to print a single section, a subchapter or an entire chapter in HTML with one command. A person who accesses the Internet site for the Code shall be able to print an entire chapter in PDF with one command.

#### **7. E-mail Subscription**

A user shall be given the opportunity to subscribe to a free weekly e-mail from the Vendor that contains the table of contents of the current issue of the Bulletin. The e-mail



shall contain a link to the HTML version of each document on the Bulletin Internet site. The e-mail shall include an unsubscribe option. The e-mail shall not contain any additional material, such as offers or advertisements.

The Vendor shall develop, implement and adhere to a privacy policy for maintaining the e-mail subscription list. The privacy policy shall be approved by the Bureau. The privacy policy shall be posted on the Bulletin Internet site.

## **8. Traffic Reports and Monthly Updates**

The Vendor shall prepare and transmit a comprehensive, easy to read, monthly analysis of site activity. The analysis shall include, but is not limited to, all of the following:

- a. Total number of files requested from the server.
- b. Page views or page impressions.
- c. User sessions.

The Vendor shall provide the Commonwealth with the full text of the Bulletin (issues of the previous month) and the Code (full text of the entire current Code and the current month's Code Reporter) on CD or DVD in XML format on a monthly basis.

## **9. Web Server**

The Vendor shall disclose the physical location of the Web server or servers that will host the Code and Bulletin Internet site. The capacity of the digital line connecting the server or servers to the infrastructure of the Internet shall be disclosed. The distance from the server or servers to an Internet backbone provider shall be disclosed. The Vendor shall disclose in general terms security measures in place at the physical location of the server or servers. The Vendor shall notify the Bureau in writing of changes to the Web server or servers.

## **10. Site Security**

The Vendor shall disclose in general terms hardware and software that will be used to provide security for the site. The Vendor shall also disclose relevant personnel policies or rules, collective bargaining provisions or access restrictions that are designed to safeguard the site from internal attack. Security must be such as to afford adequate defense against commonly mounted attacks, including, but not limited to, denial of service attacks.

## **11. Emerging Technology**

During the course of the contract, technology that enhances user experiences with Internet sites may emerge. If technology of this type or similar technology becomes available, the Vendor and the Bureau, upon written notice by the Bureau to the Vendor, will meet and discuss implementation of the technology.

## **12. Disaster Recovery System**

The magnitude and nature of the text and historical data to reside on the proposed system is such that its protection is vital to the Commonwealth and the people of Pennsylvania. The Vendor shall recommend, as part of its response, a disaster recovery plan that, at a minimum, includes the following:

- a. Daily backup of all files that are created or modified daily.
- b. Off-site storage of the most current version of all source and object production programs.
- c. Off-site storage of all text and data files (at least one backup per week must be stored off-site).
- d. Off-site storage of all system and program documentation.
- e. Identification of an alternative site that will be used in the event of a disaster.
- f. Identification of the conditions under which the disaster plan will be invoked.
- g. A full description of steps to be taken to recover in the event of a disaster to any or all sites at which equipment used to store or access text or other data is maintained.

The Vendor shall provide a copy of the disaster recovery plan upon contract award and signing and shall make all modifications the Bureau may request to improve the plan to rectify deficiencies.

## **13. Maintenance of Subscription Lists**

The Vendor shall set up, revise and update subscription lists to the hard copies of the Code and Bulletin based on information furnished in writing by the Bureau and the United States Postal Service. The lists may be kept according to the shop practices of the Vendor subject to the following restrictions:

- a. The subscription list shall be maintained in a manner which will enable the Vendor to generate and print reports requested by the Bureau.
- b. A duplicate subscription list shall be stored off the premises of the Vendor at an approved location.

- c. The subscription list shall comply, as to format and arrangement, with the then current United States Postal Service regulations applicable to the lowest cost postage for which the publications are then otherwise eligible.
- d. The subscription list shall contain such classification information, e.g., banking institutions, insurance companies, state government officials, local government officials, judicial officers, as the Bureau may reasonably request in writing.
- e. The computer file containing the subscription list shall be updated at least once each month. New information shall be incorporated into the file within 30 days of receipt.
- f. The Vendor shall retain copies of orders, changes, mail lists and other documents for a period of 1 year after receipt or creation.
- g. The Vendor shall indicate on its copy of the subscription order the classification information given to the order in its file.
- h. In the event that the Vendor incorrectly drops an existing subscription from the file or fails to enter a subscription in a timely manner, the Vendor shall notify the subscriber of the error by first class mail and send back issues by first class mail if the subscriber chooses to have his original subscription period honored. All work and postage under this paragraph shall be at the sole cost of the Vendor.
- i. The Vendor shall retain back issues in supply sufficient to satisfy subscribers' unfilled or missing issues at the Vendor's expense.
- j. The Vendor shall prepare first and final renewal notices in a form acceptable to the Bureau and mail the notices to subscribers at least 30 days prior to expiration date.
- k. Upon request, the Vendor shall provide the Bureau print versions of reports sorted by classification from the master file.

The files containing subscription data created by the Vendor shall at all times remain the property of the Bureau and shall not be used by the Vendor for any purpose other than as contemplated in these Specifications, without the written consent of the Bureau.

At the conclusion of the contract period, if the Vendor should change upon competitive proposing, the subscription list with record layout and all back copies remaining in inventory shall become the property of the Bureau and shall be held by the Vendor until notified by the Bureau to ship the same to the succeeding Vendor, prepaid, charges for which will be reimbursed in final billing. The subscription list shall be provided electronically on a mutually agreeable medium. A freight bill must accompany invoices to substantiate the charges. It is the

intention of this specification that the Vendor shall, at all times, cooperate with the Bureau and any succeeding Vendor in good faith so as to maintain the publications on their established schedule and to facilitate the orderly transition of functions to any succeeding Vendor.

# SOURCE JUSTIFICATION FORM

Bureau of Procurement

The objective of this form is to capture all relevant documentation an Agency may have to assist the Department of General Services ("DGS"), Bureau of Procurement, in expediting the source justification review process. This form must be completed electronically, signed, and submitted with all relevant documentation to DGS. If a question is neither mandatory nor applicable, please indicate "N/A". Please use standard terminology and define acronyms.

## SECTION A

<b>1. Agency Name:</b>	Legislative Service Agency		
<b>2. Procurement Description:</b> This description will appear on the eMarketplace website for public viewing	Publication of the Pennsylvania Code and Pennsylvania Bulletin on behalf of the Legislative Reference Bureau		
<b>Materials Description:</b>	This contract covers operations, services and materials necessary for the printing/publication of the Pennsylvania Code and Pennsylvania Bulletin. This contract ensures comprehensive coordination of the editing, typesetting, manufacturing, printing, packaging, repackaging, storage and distribution of printed and electronic materials of both publications.		
<b>Services Description:</b>			
<b>3. Materials Shopping Cart # or Services SPR#</b>	N/A	<b>Estimated Cost:</b>	\$500,001 - \$1M
		<b>Initial Contract Term:</b>	1
		<b>Renewals:</b>	4
<b>4. Supplier - Name:</b>	Fry Communications, Inc.		
Full Address:	800 West Church Road, Mechanicsburg, PA 17055-3198		
Contact Name:	Melissa Durborow		
Telephone:	717-557-8638	<b>FAX:</b>	
E-mail:	mdurborow@frycomm.com		
SRM Supplier #:	121051		
<b>5. Delivery or service location:</b>	Pennsylvania Code & Bulletin Office, Legislative		

# SOURCE JUSTIFICATION FORM

Bureau of Procurement

## SECTION B

- 1. Sole Source:** Only known source - Not available from another supplier.
- 2. Material/Repair/Maintenance:** Material or service MUST be compatible with existing equipment. Documentation must be provided from the manufacturer.
- 3. Used Equipment:** Value set by 2 independent 3rd party appraisals.
- 4. Professional Expert:** Describe in detail in Section C.
- 5. Exempt (Law):** A federal or state statute or regulation exempts the procurement from the competitive procedure. Any applicable information precluding the procurement from competitive procedures must be attached.
- 6. Feasibility:** Clearly not feasible to award the contract on a competitive basis.

## SECTION C

1. Describe the unique features of this procurement that prohibit a competitive environment. If applicable, attach a Statement of Work ("SOW").

Fry Communications, Inc. began publishing the Pennsylvania Bulletin on July 15, 1978. They have published the Pennsylvania Code since August 1983. Over the course of 39 years, they have developed highly-specialized and essential skills needed to produce the two titles within the Commonwealth's stringent publication timeframes. They have consistently edited, typeset, printed and distributed the Pennsylvania Code and Pennsylvania Bulletin on schedule. Fry Communications, Inc. has expert-level knowledge of the editing, proofreading and typesetting processes essential to publish rules, regulations and notices in the Pennsylvania Bulletin and codify rules and regulations in the Pennsylvania Code. Their skills include the legal editing of documents within the parameters of the Pennsylvania Code & Bulletin Style Manual and applicable laws and regulations. Although the Commonwealth maintains a proprietary interest, the Authority Notes, Source Notes and Cross References in the Pennsylvania Code prepared by Fry Communications, Inc. are an integral value-added component of the regulations and are key features of the print product. These notes, along with the Complete Title Contents lists and Notes of Decisions, are essential to users, both the public and the Commonwealth, and ensure version control and validity of administrative law. Further, it is essential for one publisher to produce both publications, as the documents published in the Pennsylvania Bulletin are codified into the Pennsylvania Code. With one staff producing both titles, the editorial work on the Pennsylvania Bulletin is leveraged as rules and regulations are codified into the Pennsylvania Code.

# SOURCE JUSTIFICATION FORM

Bureau of Procurement

2. Document and attach the research that has been conducted to date to verify the supplier is the only known source.

Fry Communications, Inc. began publishing the Pennsylvania Bulletin on July 15, 1978. They have published the Pennsylvania Code since August 1983. They have been the only company to bid on the contract for over 15 years.

3. Does the supplier utilize distributors, dealers, resellers, etc.? If "Yes," please identify.

No

4. Are there compatibility requirements or compliance requirements with a warranty or service agreement? If "Yes," please explain.

No

5. How has the material or service been procured in the past? Please provide previous source justifications, contracts, & PO's for this material or service.

The current contract with four 1-year renewals was awarded under Invitation for Bids No. 6100023893. The Legislative Reference Bureau has worked with the Department of General Services to issue RFPs and, most recently, IFBs for publication of the Pennsylvania Code and Pennsylvania Bulletin. Fry Communications, Inc. has been the only bidder for over 15 years. In 2011, the publications were initially split into two RFPs; there were no bidders on the RFPs under this model.

6. If procured through the IT ITQ process, please provide original \$ amount and contract period of order. Is this the final phase of the project?

N/A

7. If this is an upgrade, addition, alteration, etc., to an earlier procurement, please describe in detail.

This is a new procurement.

8. What are the consequences of not approving this procurement?

The Legislative Reference Bureau seeks updates to the Pennsylvania Code and Pennsylvania Bulletin websites, which were designed and produced in the late 1990s. This entails making improvements to the interface to provide for an enhanced user experience and improving the searching capabilities. Under the IFB process, the Commonwealth will not be permitted to negotiate directly with the Contractor regarding the costs or specifications for the essential upgrades to the Pennsylvania Code and Pennsylvania Bulletin websites.

9. If timing is a factor, what is the time factor and why?

The supplementation of the Pennsylvania Code begins six weeks prior to each monthly publication, a process that entails the codification of rulemakings published in the Pennsylvania Bulletin. Codification into the Pennsylvania Code is an essential component of Commonwealth regulations. If the contract is not in place by July 1, 2018, the codification timeline may be compromised.

10. List any other information relevant to the acquisition of this procurement here or as an attachment.

N/A

# SOURCE JUSTIFICATION FORM

Bureau of Procurement

11. For requests > \$100,000, has the supplier signed cost or pricing data certification and is the pricing breakdown attached?

Not yet obtained.

## SECTION D

**IMPORTANT\*:** The printed names on this form shall constitute the signatures of these individuals. Agencies must insure that these individuals review the completed form and give their consent to apply their printed name on this form. No handwritten signatures shall be required in order for the form to be considered "signed" by those individuals whose names appear in the signature section of the form.

### Shopping Cart Contact Person (Person whom DGS will contact regarding the Shopping Cart):

<b>Name:</b>	Kevin Reichard	<b>P-Group:</b>	yt5	<b>Date:</b>	02/01/23
<b>Title:</b>	Commodity Specialist	<b>Telephone:</b>		<b>Fax:</b>	

### Agency Contact Person: Person in your agency that DGS can contact for additional information, etc.

<b>Name:</b>	Adrienne Dickerson	<b>Title:</b>	Associate Commodity manager	<b>Date:</b>	02/01/23
<b>Telephone:</b>		<b>Fax:</b>		<b>Email:</b>	addickerso@pa.gov

### Approving Authority (Agency Head or Deputy reviewing and approving this request): Approving Authority connotes approval of the source justification and the cost or pricing data certification.

<b>Name:</b>	margies traynor	<b>Title:</b>	Prcmnt Dgs	<b>Date:</b>	02-03-23
<b>Telephone:</b>		<b>Fax:</b>			

### Additional Approvals (if required by Agency):

<b>Name:</b>	Jamon Fogarty	<b>Title:</b>	Commodity Manager	<b>Date:</b>	02-03-23
<b>Telephone:</b>		<b>Fax:</b>		<b>Email:</b>	jafogarty@pa.gov
<b>Name:</b>	Jamon Fogarty	<b>Title:</b>	Commodity Manager	<b>Date:</b>	02-03-23
<b>Telephone:</b>		<b>Fax:</b>		<b>Email:</b>	jafogarty@pa.gov
<b>Name:</b>		<b>Title:</b>		<b>Date:</b>	
<b>Telephone:</b>		<b>Fax:</b>		<b>Email:</b>	
<b>Name:</b>		<b>Title:</b>		<b>Date:</b>	
<b>Telephone:</b>		<b>Fax:</b>		<b>Email:</b>	
<b>Name:</b>		<b>Title:</b>		<b>Date:</b>	
<b>Telephone:</b>		<b>Fax:</b>		<b>Email:</b>	





## COMMONWEALTH OF PENNSYLVANIA

Fry Communications, Inc.  
Attn: Melissa Durborow  
Full Address: 800 West Church Road,  
Mechanicsburg, PA 17055-3198

Re: 4400027800

Dear Ms. Durborow,

Your business entity was awarded a non-bid contract by the Commonwealth. Please be advised that the Pennsylvania Election Code provides that any business entity which has been awarded a contract on a non-bid basis by the Commonwealth shall file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of each year.

Section 1641 of the Pennsylvania Election Code provides that the report shall include the following information:

[A]n itemized list of all political contributions known to the business entity by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:

- 1) Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
- 2) Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

For the purpose of this subsection, "immediate family" means a person's spouse and any unemancipated child. 25 P.S. § 3260a(a).

To obtain a copy of the reporting form please contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120. Please call (717) 787-5280 for questions concerning these filing requirements.

Sincerely,

Lisa Vega  
Commodity Specialist

cc: Division of Campaign Finance and Lobbying Disclosure  
Pennsylvania Department of State

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF STATE  
BUREAU OF COMMISSIONS, ELECTIONS AND LEGISLATION  
210 NORTH OFFICE BUILDING  
HARRISBURG, PENNSYLVANIA 17120-0029  
TELEPHONE (717) 787-5280 FAX (717) 705-0721

**BUSINESS ENTITIES NOT REQUIRED TO REPORT UNDER §1641**

Any business entity which does NOT reach the thresholds for reporting political contributions under section 1641 of the Pennsylvania Election Code (copied below), please file this form with the Secretary of the Commonwealth on or before February fifteenth of every year.

This form is to be used by any corporation, company, association, partnership, sole proprietorship or other business entity, which has been awarded any non-bid contract from the Commonwealth or, any of its political subdivisions during the calendar year immediately preceding the filing date of this form.

**Section 1641 of the Pennsylvania Election Code, 25 P.S. § 3260(a)**, provides:

A business entity shall itemize in this report all political contributions made during the preceding calendar year by:

- (1) any officer, director, associate, partner, limited partner, individual owner or members of their immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
- (2) any employee or member of his/her immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year; where the making of such contributions are actually known at the time of this report to any officer, director, associate, partner, limited partner or individual owner of the business entity.

For the purpose of this report, "immediate family" means a person's spouse and any unemancipated child.

Please sign below to verify that the named business entity, by virtue of the actual knowledge possessed by any officer, director, associate partner, limited partner or individual owner, did **NOT** reach the reporting thresholds of section 1641 of the Pennsylvania Election Code (25 P.S. § 3260(a)).

\_\_\_\_\_  
Name of Business Entity

\_\_\_\_\_  
Signature of Person Submitting Form

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Area Code      Daytime Telephone Number

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF STATE  
BUREAU OF COMMISSIONS, ELECTIONS AND LEGISLATION  
210 NORTH OFFICE BUILDING  
HARRISBURG, PENNSYLVANIA  
17120-0029  
TELEPHONE (717) 787-5280 FAX (717) 705-0721

POLITICAL CONTRIBUTIONS REQUIRED TO BE REPORTED UNDER §1641

This report must be filed with the Secretary of the Commonwealth on or before February fifteenth of every year.

This form is to be used by any corporation, company, association, partnership, sole proprietorship or other business entity, which has been awarded any non-bid contract from the Commonwealth or, any of its political subdivisions during the calendar year immediately preceding the filing date of this report.

A business entity shall itemize in this report all political contributions made during the preceding calendar year by:

(1) any officer, director, associate, partner, limited partner, individual owner or members of their immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or

(2) any employee or member of his/her immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year;

where the making of such contributions are actually known at the time of this report to any officer, director, associate, partner, limited partner or individual owner of the business entity. For the purpose of this report, "immediate family" means a person's spouse and any unemancipated child.

Attach additional 8 1/2"x 11" pages if more space is needed.

**I SWEAR (OR AFFIRM) THAT THIS REPORT, INCLUDING ATTACHMENTS, IS A FULL TRUE AND DETAILED ACCOUNT OF EACH AND ALL POLITICAL CONTRIBUTIONS KNOWN TO THE NAMED BUSINESS ENTITY BY VIRTUE OF THE ACTUAL KNOWLEDGE POSSESSED BY ANY OFFICER, DIRECTOR, ASSOCIATE PARTNER, LIMITED PARTNER OR INDIVIDUAL OWNER, IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 1641 OF THE PENNSYLVANIA ELECTION CODE. (25 P.S. § 3260(a)).**

\_\_\_\_\_  
NAME OF BUSINESS ENTITY

SWORN TO AND SUBSCRIBED BEFORE ME THIS

\_\_\_\_\_  
SIGNATURE OF PERSON SUBMITTING REPORT

\_\_\_\_\_  
DAY OF \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

MY COMMISSION EXPIRES \_\_\_\_\_  
MO. DAY YR.

\_\_\_\_\_  
AREA CODE

\_\_\_\_\_  
DAYTIME TELEPHONE NUMBER



**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG**

**State Treasury  
Comptroller  
Procurement**

TO: Honorable Members of the  
Board of Commissioners of  
Public Grounds and Buildings

Pursuant to Section 2409(x) of the Administrative Code of 1929 (P.L. 177, No. 175), as amended, 71 P.S. Section 639(x), the Department of General Services is Submitting to the Board proposed purchase documents and related data for its examination and approval for the following reasons:

- Only known source – similar equipment or materials not available from another contractor.
- State contract - - contractor agrees to supply to all State agencies at a given price during the fiscal year.  
(For DGS use only when establishing a State Contract).
- Equipment or materials must be compatible with existing equipment.
- Immediate purchase necessary to correct situation threatening life or property loss.
- Lease-purchase - exercise purchase option on lease.
- Medical device or supply specified by physician.
- Used equipment - within price set by one appraisal by a disinterested party.
- Used equipment - within price set by two separate appraisals by disinterested parties.
- Confirmation purchase with prior approval of the Chief Procurement Officer, Bureau of Procurement.  
Explanation by the using agency is in the attached file.
- Other: Refer to revised 8/89 checklist of reasons for sole source purchases in the attached file.

REFERENCE NUMBER <b>4400027800</b>	USING AGENCY Legislative Service Agency	BOARD NUMBER <b>P22-38</b>
ITEM DESCRIPTION <b>PA Codes &amp; Bulletins</b>		CHIEF PROCUREMENT OFFICER, BUREAU OF PROCUREMENT <b>Brian Esposito</b>

Respectfully submitted,

\_\_\_\_\_  
DEPUTY SECRETARY  
OF GENERAL SERVICES

cc: Board of Commissioners of Public Grounds and Building

At the \_\_\_\_\_, 20\_\_\_\_, meeting of the Board of Commissioners of Public Grounds and  
Buildings, the Board approved the purchase of Reference Number \_\_\_\_\_.

\_\_\_\_\_  
State Treasurer

\_\_\_\_\_  
Secretary to the Board of Commissioners  
of Public Grounds and Buildings

Date \_\_\_\_\_