



**FULLY EXECUTED**

Contract Number: 4400029035

Original Contract Effective Date: 12/26/2023

Valid From: 02/01/2024 To: 12/31/2025

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

**Purchasing Agent**

Name: Toth Samatha

Phone: 717-346-8181

Fax:

Your SAP Vendor Number with us: 322182

**Supplier Name/Address:**

SHUFORD YARNS LLC  
1985 TATE BLVD SE STE 754  
HICKORY NC 28602-1433 US

Supplier Phone Number: 828-324-4265

Supplier Fax Number: 828-324-4235

**Please Deliver To:**

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

**Contract Name:**

Textiles

**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
3	YARN	0.000		0.00	1	0.00

**General Requirements for all Items:**

**Header Text**

This contract is for Textiles for Pennsylvania Correctional Industries (PCI). This is a multiple-award, best value contract.

PCI at its discretion may issue a Request for Quotation restricted to only suppliers that can provide material from finishing/dyeing manufacturers that are signatory to the World Trade Organization's Government Procurement Agreement (WTOGPA).

When this option is used PCI will require the Manufacturer Certification for Finished Goods at the time of the Request for Quotation.

Refer to Appendix C-Manufacture Certification for Finished Goods

Any questions related to this contract can be directed to Samantha Toth, 717-346-8181.

**Information:**

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

Title \_\_\_\_\_

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

Date \_\_\_\_\_



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**Supplier Name:**  
SHUFORD YARNS LLC

No further information for this Contract

**Information:**

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## **PART I - GENERAL INFORMATION**

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

#### **I.1 IFB-001.1 Purpose (Oct 2006)**

The Commonwealth of Pennsylvania (Commonwealth) is issuing this Invitation for Bids (IFB) to meet the needs of PENNSYLVANIA CORRECTIONAL INDUSTRIES to satisfy a need for Textiles.

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

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

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

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

#### **I.4 IFB-009.1 Questions (February 2012)**

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

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

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

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

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

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

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

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

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

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

The Bid Protest Procedure is on the DGS website at

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

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

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

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

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

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

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

#### **I.11 IFB-031.1 Alternates (Oct 2013)**

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

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

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

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

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

which the bidder has a substantial interest.

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

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

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

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

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

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



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

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

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

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

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

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

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

## **PART II - REQUIREMENTS**

### **PART II - REQUIREMENTS**

#### **II.1 II-IFB-007.1b Procurement of Apparel or Apparel Laundering Services – Electronic Submission (Oct 2013)**

a. **Eligibility.** To be eligible for award, a bidder must submit the following items, either with its proposal or no later than two (2) business days after the purchasing agency issues a notice to provide the information:

i) A certification in the form, which is attached to and made a part of this IFB, signed by an individual authorized to make the certifications on behalf of the bidder.

ii) A list of each facility and subcontractor proposed for contract use in the manufacture or laundering of the apparel. For each listing, include the business name, address, contact person, and telephone number

**If the bidder fails to provide this information prior to the expiration of the second business day after the purchasing agency gives notice, the purchasing agency will reject the bid.**

#### **b. Applicable Law.**

i) Pennsylvania Employers. Employers located in Pennsylvania must comply with Pennsylvania and applicable federal laws.

ii) Other U.S. Employers. Employers located in the United States, including all U.S. jurisdictions, must comply with the employer's state or territorial law and all applicable federal law.

iii) Non-U.S. Employers. For employers whose manufacturing/assembly facilities are not part of the United States, those employers must comply with the laws of the jurisdiction where the facilities are located.

c. **Responsibility Determination.** The purchasing agency will not enter into a contract for the procurement of apparel or apparel laundering services unless and until it determines, in its sole discretion, that the apparel will not be manufactured or laundered in a facility where there are sweatshop conditions. In making this determination, the purchasing agency may:

i) Consider the certification required by paragraph a. of this Section.

ii) Request further information and documentation from the bidder, manufacturer, or laundering facility.

iii) Request information from workers, labor unions, manufacturers, consumer groups, international organizations and groups, and other parties.

The bidder understands and agrees that the purchasing agency may make any and all information the bidder may provide in response to this Section available to the public after bid receipt date.

d. **Notice of Changes During Contract Term.** During the Contract term, the Contractor shall provide the purchasing agency written notice within seven business days prior to any proposed change to the Contractor's certification or to the list of manufacturing/laundry facilities provided with its bid within seven business days of the change. The purchasing agency has the discretion to approve or reject the change.

e. **Access to Facilities.** During normal business hours, the Contractor will allow Commonwealth representatives reasonable access to the Contract facilities to confirm the representations made in the certification required by paragraph a. of this Section and will provide all requested documentation to confirm the representations made pursuant to the certification. If the Contractor refuses, the Contractor shall reimburse the Commonwealth for costs and expenses the Commonwealth may incur in pursuing equitable or legal proceedings to gain access to or to receive such documentation.

f. **Remedies and Sanctions.** The purchasing agency may pursue any and all applicable remedies and sanctions against a bidder, contractor, manufacturer, or subcontractor for:

- i) Failure to comply with the requirements of its response or contract;
- ii) False certifications;
- iii) Any retaliation, or attempt to retaliate, against employees who report alleged violations of these requirements; and/or
- iv) Any other violation of these requirements.

Remedies and sanctions include:

- i) Bid rejection;
- ii) Award or contract termination;
- iii) Collection of damages;
- iv) Suspension and/or debarment from the privilege of contracting with any Commonwealth agency; and
- v) Possible criminal prosecution.

A bidder may avoid sanctions if, prior to submitting its Response, it has obtained from its subcontractors signed certifications meeting all the requirements stated in the certification. This will not, however, limit the purchasing agency's ability to terminate the award or the contract.

**II.2 II-IFB-008.1b Lobbying Certification and Disclosure – Electronic Submission. (Oct 2006).**

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

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

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

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

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

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

Prior to entering a contract worth at least \$1,000,000 or more with a Commonwealth entity, a bidder must: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services (“DGS”) pursuant to Section 3503 of the Procurement Code and is eligible to

contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e). All bidders must complete and return the Iran Free Procurement Certification form, which is attached hereto and made part of this IFB. The completed and signed Iran Free Procurement Certification form must be submitted with the Bid Response.

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

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

## **PART III - SELECTION CRITERIA**

### **PART III - SELECTION CRITERIA**

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

To be eligible for selection, a bid must be:

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

#### **III.2 III-IFB-006.1f Method of Award - All Bidders (April 2011)**

Award will be made to all responsive and responsible bidders.

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

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

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

All tie bids will be broken by the Issuing Office.

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

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

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

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

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

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



**PART IV - WORK STATEMENT**

**PART IV - WORK STATEMENT**

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

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

## **PART V - CONTRACT TERMS and CONDITIONS**

### **PART V - CONTRACT TERMS and CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Commonwealth and the Contractor specifically agree as follows:

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **V.11 CONTRACT-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.

#### **V.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.

### **V.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.

### **V.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.

### **V.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.

#### **V.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.

#### **V.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.

#### **V.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.

#### **V.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.

#### **V.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> .

#### **V.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.

#### **V.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.

#### **V.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.

#### **V.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.

#### **V.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.

#### **V.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.

#### **V.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.

#### **V.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.

#### **V.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.

#### **V.30 CONTRACT-021.1 Default (Oct 2013)**

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

- 1) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;
- 2) Failure to perform the work with sufficient labor, equipment, or material to ensure the completion of the specified work in accordance with the Contract or Purchase Order terms;
- 3) Unsatisfactory performance of the work;
- 4) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
- 5) Improper delivery;
- 6) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;
- 7) Delivery of a defective item;
- 8) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
- 9) Discontinuance of work without approval;
- 10) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
- 11) Insolvency or bankruptcy;
- 12) Assignment made for the benefit of creditors;
- 13) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed,

for equipment rentals, or for utility services rendered;

14) Failure to protect, to repair, or to make good any damage or injury to property;

15) Breach of any provision of the Contract;

16) Failure to comply with representations made in the Contractor's bid/proposal; or

17) Failure to comply with applicable industry standards, customs, and practice.

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

b. If the Contractor or the contracting officer requests mediation and the other party agrees, the contracting officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.

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

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

- a. Subject to the terms and conditions of this paragraph, this Contract shall be binding upon the parties and their respective successors and assigns.
- b. The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- c. The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- d. Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.
- e. For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.
- f. Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.
- g. A change of name by the Contractor, following which the Contractor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Contracting Officer written notice of any such change of name.

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

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

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

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.

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

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

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

1. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the

meanings found in this Section:

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

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

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

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

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

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

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

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

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

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

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

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

**c.** Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.

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

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

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

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

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

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

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

**i.** Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and

any such subcontractor, and no third party beneficiaries shall be created thereby.

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

### **V.38 CONTRACT-029.1 Contractor Responsibility Provisions (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.

### **V.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.

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

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

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

- 1) Hazardous substances:
  - a) The chemical name or common name,
  - b) A hazard warning, and
  - c) The name, address, and telephone number of the manufacturer.
- 2) Hazardous mixtures:
  - a) The common name, but if none exists, then the trade name,
  - b) The chemical or common name of special hazardous substances comprising .01% or more of the mixture,
  - c) The chemical or common name of hazardous substances consisting 1.0% or more of the mixture,
  - d) A hazard warning, and
  - e) The name, address, and telephone number of the manufacturer.
- 3) Single chemicals:
  - a) The chemical name or the common name,
  - b) A hazard warning, if appropriate, and
  - c) The name, address, and telephone number of the manufacturer.
- 4) Chemical Mixtures:
  - a) The common name, but if none exists, then the trade name,

- b) A hazard warning, if appropriate,
- c) The name, address, and telephone number of the manufacturer, and
- d) The chemical name or common name of either the top five substances by volume or those substances consisting of 5.0% or more of the mixture.  
A common name or trade name may be used only if the use of the name more easily or readily identifies the true nature of the hazardous substance, hazardous mixture, single chemical, or mixture involved.

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

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

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

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

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

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

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

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

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

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

This Contract, including the Invitation for Bids, the Contractor's bid, all referenced documents, and any Purchase Order constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has authority to make, or has made, any statement, agreement or



representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

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

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

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

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

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

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

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

(a) The Contractor agrees to protect the confidentiality of the Commonwealth's confidential information. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party (notice may be communicated by describing the information, and the specifications around its use or disclosure, in the SOW). Neither party may assert that information owned by the other party is such party's confidential information. The parties agree that such confidential information shall not be copied, in whole or in part, or used or disclosed except when essential for authorized activities under this Contract and, in the case of disclosure, where the recipient of the confidential information has agreed to be bound by confidentiality requirements no less restrictive than those set forth herein. Each copy of such confidential information shall be marked by the party making the copy with any notices appearing in the original. Upon termination or cancellation of this Contract or any license granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only, and which will remain subject to this Contract's security, privacy, data retention/destruction and confidentiality provisions (all of which shall survive the expiration of this Contract). Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this Contract, and at the discretion of the non-breaching party,

result in termination for default pursuant to the DEFAULT provision of this Contract, in addition to other remedies available to the non-breaching party.

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

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

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

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

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

#### **V.48 CONTRACT-045.1 Insurance - General (Dec 12 2006)**

The Contractor is required to have in place during the term of the Contract and any renewals or extensions thereof, the following types of insurance, issued by companies acceptable to the Commonwealth and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:

- A. Worker's Compensation Insurance** for all of the Contractor's employees and those of any subcontractor, engaged in work at the site of the project as required by law.
- B. Public Liability and Property Damage Insurance** to protect the Commonwealth, the Contractor, and any and all subcontractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death and damage to property including the loss of use resulting from any property damage, which may arise from the activities performed under the Contract or the failure to perform under the Contract, whether such performance or non-performance be by the Contractor, by any subcontractor, or by anyone directly or indirectly employed by either. The minimum amounts of coverage shall be \$250,000 per person and \$1,000,000 per occurrence for bodily injury, including death, and \$250,000 per person and

\$1,000,000 per occurrence for property damage. Such policies shall be occurrence rather than claims-made policies and shall not contain any endorsements or any other form designated to limit and restrict any action by the Commonwealth, as an additional insured, against the insurance coverage in regard to work performed for the Commonwealth.

Prior to commencement of the work under the Contract and at each insurance renewal date during the term of the Contract, the Contractor shall provide the Commonwealth with current certificates of insurance. These certificates or policies shall name the Commonwealth as an additional insured and shall contain a provision that the coverage's afforded under the policies will not be cancelled or changed until at least thirty (30) days written notice has been given to the Commonwealth.

The Commonwealth shall be under no obligation to obtain such certificates from the Contractor(s). Failure by the Commonwealth to obtain the certificates shall not be deemed a waiver of the Contractor's obligation to obtain and furnish certificates. The Commonwealth shall have the right to inspect the original insurance policies.

#### **V.49 CONTRACT-046.1 Manufacturer's Price Reduction (Oct 2006)**

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

#### **V.50 CONTRACT-051.1 Notice (Dec 2006)**

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

- a. If to the Contractor: the Contractor's address as recorded in the Commonwealth's Supplier Registration system.
- b. If to the Commonwealth: the address of the Issuing Office as set forth on the Contract.

#### **V.51 CONTRACT-052.1 Right to Know Law (Feb 2010)**

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

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

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

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

d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven

(7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

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

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

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

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

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

# STATEMENT OF WORK TEXTILES

**Solicitation # 6100059369**

**CONTRACT SCOPE/OVERVIEW:** This contract shall be a Multiple-Award Best Value contract for the supply of textile materials to Pennsylvania Correctional Industries (PCI). All interested Suppliers who respond to this solicitation and who detail their experience on Appendix A-Textiles Category Selection Form shall be awarded a contract for each category bid. Suppliers responding to this solicitation are not obligated to supply all items within each category in order to be awarded a contract, nor are suppliers required to respond to all Requests for Quote (RFQs).

Suppliers are to complete Appendix A- Textile Category Selection Form indicating their intent to supply selected items.

**TERM OF CONTRACT:** This contract shall begin on the effective date and shall expire December 31, 2025, excluding any renewal options.

**CONTRACT PRICING:** PCI shall issue Requests for Quotation from contracted suppliers for the desired item(s). Materials will be ordered from the supplier who provides the “Best Value” price quote response as indicated below.

**PRICE QUOTATION PROCEDURES:** PCI will issue Requests for Quotation from contract suppliers using different methods depending on the anticipated dollar value of the award:

**For orders with anticipated costs less than \$10,000,** PCI may solicit quotes from one or more contract suppliers for the desired item(s).

**For orders with anticipated costs of \$10,000 or greater,** PCI is required to solicit quotes from all contracted suppliers.

**PCI at its discretion may issue a Request for Quotation restricted to only suppliers that can provide material from finishing/dyeing manufacturers that are signatory to the World Trade Organization’s Government Procurement Agreement (WTOGPA). When this option is used PCI will require the Manufacturer Certification for Finished Goods at the time of the Request for Quotation.**

**Refer to Appendix C-Manufacture Certification for Finished Goods.**

**This requirement for finishing in countries of the WTOGPA is not mandatory for participation in this program.**

Additional items related to each category may be included on Request for Quotation. Request for Quotation will be solicited in writing, preferably via e-mail. Suppliers are responsible to keep their e-mail address current with the Commonwealth of Pennsylvania and should notify PCI directly of any changes. The Commonwealth will not be held liable if suppliers fail to do so.

Specific details regarding desired materials will be provided as part of a Request for Quotation, including but not limited to the contract item desired, type, color, size, weight, width, quantity to be ordered, current specifications, delivery locations and restrictions, and required delivery date.

Quotes must be firm and match the details of the request. If a quote response is submitted with conditions or exceptions or not in conformance with the terms and conditions of the contract, the Request for Quotation or those referenced in Appendix B-Product Specifications, it shall be rejected.

**BEST VALUE DETERMINATION:** Supplier responses to Request for Quotation for desired item(s) will be evaluated in order to make a Best Value determination. The best value quote shall be the lowest price quote that meets the material specifications and all other aspects of the Request for Quotation (e.g., required delivery dates, Contractor Responsibility).

As part of the best value determination, PCI reserves the right to do any or all of the following in order to verify that the material offered meet specifications:

1. PCI may request Quality Samples of the material offered by contracted suppliers for internal evaluation or for testing by an independent, non-affiliated certified laboratory. The standard sample request size is to be a minimum of two (2) linear yards unless otherwise noted in the Request for Quotation. Color will not be a factor in the sample evaluation.
2. PCI may require contracted suppliers to submit a formal laboratory report from an independent, non-affiliated certified laboratory for any item(s) for which the supplier is awarded as defined in a Request for Quotation. These test results will be a factor in making an award. If required, the testing may include the following characteristics at a minimum: Weight, Tear Strength, Tensile Strength, Shrinkage, Fabric Width, Thread Count, Colorfastness (AATCC), Pilling and Fiber Content.
3. Verification that contracted suppliers' record of performance under this contract, is satisfactory; and verify the supplier has the ability to comply with the material and delivery requirements of the Request for Quotation.

Where the second option is utilized, suppliers shall be required to provide the name of the certified laboratory used as well as the address, telephone number, e-mail address and the name of a contact person at the laboratory and shall grant the Commonwealth permission to discuss the test results with the laboratory.

Quality Samples and test data for materials shall be representative of materials to be produced and delivered to PCI on all order shipments. The certified test results shall contain the actual test values, the range of acceptable test values, the test method utilized, and a statement of satisfactory/less than satisfactory or pass/fail per value. Tests conducted should meet the requirements as provided in Appendix B- Product Specifications, or as otherwise requested in the Request for Quotation.

**MATERIAL SPECIFICATIONS:** Suppliers are required to provide material in conformance with the specifications listed for each item on Appendix B-Product Specification, or specifications provided by PCI at the time of a Request for Quotation. PCI reserves the right to modify the specifications throughout the life of the contract through Request for Quotation.

Failure to provide material meeting the specifications for any item may result in the bid being rejected and/or the termination of a Purchase Order.

**QUALITY CONTROL:** Suppliers must apply tight quality control in all aspects of the manufacturing and finishing processes to ensure that delivered materials meet product specifications. The consistency and standardization of product quality and color is of utmost importance; and for security reasons all garments must be identical. PCI inspection of product will include but not limited to, non-uniform shade, dye; width of product; repetitive flaws and irregularities in weave.

**COLOR:** When a Pantone color is specified for an item, the color must correspond to Pantone's Cotton colored swatch cards. All materials received under a Purchase Order must have consistent color throughout the rolls, and subsequent shipments.

The standard size of the lab dip to match the desired PCI color standard is 12" x 12" and will be required after the bid opening/Best Value Determination, unless otherwise noted in the Request for Quotation. The selected supplier's lab dip should be sent to PCI for final approval within ten (10) business days of notice unless otherwise noted in the Request for Quotation. Final approval of the lab dip will be required by PCI prior to award of a Purchase Order.

**SAMPLING AND TESTING:** PCI reserves the right to perform laboratory analyses to confirm conformance to specifications at any time. Should additional testing be necessary to address quality problems or contract disputes, this testing shall be done by an independent, non-affiliated certified testing laboratory.

In the event at any time material provided is tested and found to be less than satisfactory or fail to meet the specifications, the bid may be rejected, any awarded Purchase Order may be terminated, and the cost for the testing of the material shall be borne by the supplier.

**DELIVERIES:** All deliveries shall be FOB destination to the specified PCI locations. For security purposes, suppliers must coordinate deliveries with the PCI location a minimum of 48 hours in advance unless otherwise noted in the attached "Appendix G- PCI Delivery Instructions & Locations" document or price quote request. Suppliers should reference the "PCI Delivery Instructions and Locations" document for instructions to each location unless otherwise noted in a Request for Quotation or Purchase Order. PCI reserves the right to reject shipments of material that are visibly out of specification or greater than 20% of the requested amount. Packing slips should match the amount being delivered.

Materials ordered on this contract must meet a delivery deadline of 90 days After Receipt of Order (ARO) unless otherwise specified in the Request for Quotation. Should a supplier fail to meet the delivery deadline of 90 days ARO or a predetermined delivery deadline set forth in a Request for Quotation, the Commonwealth reserves the right to cancel Purchase Orders and solicit quotes for material from other contracted suppliers or award to the next lowest responsible and responsive supplier which meets the Request for Quotation details. The Commonwealth also reserves the right to hold suppliers liable for any excess costs for terminated Purchase Orders either directly or by offsetting the amount of the additional costs incurred.

**All Shipments must comply with Appendix D- General Packaging and Delivery Requirements.**  
No metal banding, clips, clamps or staples are permitted.

Shipments which are visibly damaged upon delivery may be immediately rejected. If damage is not initially noticed PCI will follow section noted **V.15 CONTRACT-010.1a Acceptance (Oct 2006)** of the Terms and Conditions.

**ESTIMATED QUANTITIES:** It shall be understood that any quantities listed in this solicitation are estimated only and may be increased or decreased in accordance with actual requirements of the Commonwealth. Refer to Estimated Material usage attached to this solicitation.

**WORKER PROTECTION AND INVESTMENT:** Pursuant to Executive Order 2021-06, Worker Protection and Investment (October 21, 2021), the Commonwealth is responsible for ensuring that every Pennsylvania worker has a safe and health work environment and the protections afforded to them through labor laws. Contractors must certify that they are in compliance with all applicable Pennsylvania State labor and workforce safety laws. See Appendix F for Workers Protection and Investment Certification Form (BOP-2201).

**BIDDING OVERVIEW:** Bidders are required to submit their bids electronically at [www.pasupplierportal.state.pa.us](http://www.pasupplierportal.state.pa.us). If your company is not registered as a supplier with the Commonwealth please do so by completing the online registration at this site. For additional assistance reference the [Supplier Service Center](#).

**Bidders are required to complete and upload the following documents to their bid response:**

1. Appendix A- Textiles Category Selection Form
2. Appendix E- BOP 1302 Anti-Sweatshop Certification
3. Appendix F- BOP 2201 Workers Protection and Investment Certification
4. Appendix H - GSPUR -89 Reciprocal Limitations Act (State of Manufacture)
5. Appendix I- Iran Free Procurement Certification Form

Failure to attach the documents listed above may result in the Bidder's bid being deemed non-responsible.

**OPEN ENROLLMENT:** Open enrollment for this multiple-award, best value contract may be publicly solicited through supplemental bids periodically as determined by the Issuing Office and the using agency. New potential suppliers may seek to be added to the list of contracted suppliers by submitting a bid during that time. Existing contracted suppliers may seek to add additional categories to their contract by submitting a bid during that time. Additional categories required by the using agency not included in this original solicitation related to textiles may be added during that time through public solicitation.

Any questions regarding this contract may be directed to Vic Restagno at 717-346-8177 or at [vrestagno@pa.gov](mailto:vrestagno@pa.gov).



## APPENDIX B

### PRODUCT SPECIFICATIONS

#### BROADCLOTH

**147329 Broadcloth, 50/50 polyester/cotton, 60" cuttable** (Huntingdon) This specification offers technical guidelines for first quality broadcloth fabric suitable for the manufacturing of garments for institutional use such as boxer shorts. The fabric shall conform to the following fabric manufacturing guidelines and standards:

Basic Construction: Plain weave

Finish: Pre-Shrunk, bleached white, Bright White, Pantone # 11-0601 TCX

Fabric Weight: 3.2 ounces per square yard minimum ASTM-D3776-09

Fiber Content: 50% polyester, 50% cotton (+4%, -2%) ASTM D629

Finished Thread Count: warp 102 min, fill 54 min ASTM-D3775-17E1

Finish: Pre-cured with crease resistant finish

Cutable Width: 60" ASTM D-3774-18

Selvage: Raw, Finished or tucked edges will be accepted

Warp Tensile Strength: 70 lb. minimum ASTM-D5034

Shrinkage: -3% AATCC135

Put-up: 250-yard rolls.

Tensile Strength: ASTM D-5034

Dimensional Change to Laundering: AATCC 96

#### DENIM

This covers requirements for 100% cotton denim cloth to be used in the production of clothing (release clothing), including jackets (jean) and pants. All denim shall reflect first class workmanship, be top grade quality, and be free from defects that could adversely affect serviceability. Product shall conform to the following requirements unless otherwise specified in the Request for proposal or Purchase Order.

**To include (material masters), but is not limited to:**

**143464 Denim, Cotton, W60"-62"** Pantone # 19-3938 TCX, Twilight Blue, (Greene)

**Classification** - Denim cloth shall be classified as 100% Cotton, 10 to 11 ounces per sq. yd.

**General Requirements:** Denim fabric shall be made from cotton yarn that has been thoroughly cleaned, carded, drawn and evenly spun. Color of denim fabric shall be blue (navy or indigo) or as specified by the Using Agency. The finished denim shall show no labile sulfur per Federal Test Method Standard 2020. Finished widths will be 60" min. and 62" max.

**Packaging Requirements:** Finished cloth shall be put-up in bolts of one continuous piece not less than 100 linear yards and not more than 150 yards. The core diameter shall be a minimum of 2 inches and a maximum of 3 inches. Each bolt of finished cloth shall be labeled, ticketed, or marked for fiber content in accordance with the Rules and Regulations of the Textile Fiber Products Identification Act. Each bolt of

finished cloth shall be labeled with purchase order number, manufacturer's/mill ID, yardage and dye lot, [and roll/bale number]. Multiple rolls may be bundled and boxed and/or skidded for shipping, however each roll must be individually wrapped.

**Testing Requirements:** The denim shall meet or exceed the following minimums for colorfastness requirements unless otherwise specified in the Request for Proposal or Purchase Order:

Light	4.0	AATCC TM16.1 (20 Hours Cam #0)
Laundering	3.0	AATCC TM61-2013
Crocking:		AATCC TM8-2016
Wet	3.0	
Dry	3.0	

The finished cloth shall be preshrunk so that residual shrinkage shall not be more than three percent in either warp or fill direction per AATCC TM96-2012. Finish - Residual sizing, finishing, starch, protein, or other non-fibrous material shall not exceed fourteen percent per ASTM D-2257-98(2012). The cotton weave shall be a 3-harness construction, 2/1 right-hand twill. The color of the fabric shall be specified by the Using Agency. Color must be consistent across the entire lot.

**Construction Requirements:**

100% Cotton Denim per ASTM D-276-12

Threads Per Inch: 64 Min. (Warp) per ASTM D-3775-17e1.

Yarns Per Inch: 42 Min. (Fill) per ASTM 3775-17e1.

Weight Min. 10.0 Oz./Yd.<sup>2</sup> per ASTM D-3776/D3776M-09a(2017).

Breaking Strength 150 lbs. Min. (Warp) per ASTM D-5034-09(2017).

Breaking Strength 58 lbs. Min. (Fill) per ASTM D-5034-09(2017).

**SHEETING**

This covers the requirements for cotton and polyester blend sheeting fabric to be used in the production of bed sheets and pillowcases. All sheeting cloth shall reflect first class workmanship, be first grade quality, and be free from defects that could adversely affect serviceability. Product shall conform to the following requirements unless otherwise specified in the Request for Proposal or Purchase Order.

**To include (material masters), but is not limited to (50% Cotton / 50% Polyester):**

**143440 Sheet, Poly/Cot, Br Wht, W54-57"** Pantone # 11-0601 TCX, (Huntingdon)

**143441 Sheet, Poly/Cot, Br Wht, W63-67"** Pantone # 11-0601 TCX, (Huntingdon)

**143442 Sheet, Poly/Cot, Br Wht, W72-75"** Pantone # 11-0601 TCX, (Huntingdon)

**337155 Sheeting, Baby Blue, 180 Count, 63" Cuttable,** Pantone # 13-4308 TCX (Huntingdon)

**337156, Sheeting, Baby Blue, 72" Cuttable,** Pantone # 13-4308 TCX (Huntingdon)

**Classification:** Sheeting cloth shall be described as 50% Cotton / 50% Polyester, 180 Count carded percale. Typical widths of sheeting shall be 54-57, 63-67 and 72-75 inches.

**Description of Sheeting Material** - The material shall be a blend of cotton and polyester as defined below in Construction Requirements. The yarn shall be the type typically used in the fabric industry for sheeting items. Fiber percentages shall be plus or minus 3% in accordance with the Textile Fiber Products Identification Act.

**General Requirements:** Sheeting fabric shall be made from yarn evenly spun from an intimate blend of cotton and polyester fibers. The cotton cloth shall be clean, carded, drawn and evenly spun virgin cotton. Sheeting shall be bleached white and pre-shrunk. The weave shall be plain. Rough, unfinished selvages are not acceptable. Must be a tucked selvedge. Sheeting shall not shrink more than 2% in either the warp or fill direction when tested.

**Packaging Requirements:** The finished sheeting shall be put-up in bolts of one continuous piece not less than 150 linear yards per roll or bolt and no more than 250 linear yards per roll or bolt. Excessive slubs, or imperfections, over a given, representative area will be considered cause for rejection of that complete roll or bolt. Each bolt of finished cloth shall be labeled with purchase order number, manufacturer's/mill ID, yardage and dye lot, and roll/bale number. Multiple rolls may be bundled and boxed and/or skidded for shipping; however, each roll must be individually wrapped.

**Construction Requirements:**

50% Cotton / 50% Polyester Blend per ASTM D-629-15

Yarns Per Inch: 98\* Min. (Warp) per ASTM D-3775-17e1

Yarns per Inch: 82\* Min. (Fill) per ASTM D-3775-17e1

Weight Min. 3.5 Oz./Yd.<sup>2</sup> per ASTM D-3776/D3776M-09a(2017)

Breaking Strength 65 lbs. Min. (Warp) per ASTM D-5034-09(2017)

Breaking Strength 50 lbs. Min. (Fill) per ASTM D-5034-09(2017)

\*NOTE: A minus tolerance of eight yards per inch for the 180-count percale, in either the warp or fill direction, is permitted. The stated total of 180 yarns per inch shall be permitted to have a tolerance of minus five yarns.

## CHAMBRAY

This covers the requirements for a cotton and polyester blend chambray fabric to be used in the production of clothing, especially shirting. All chambray cloth shall reflect first class workmanship, be first grade quality, and be free from defects which could adversely affect serviceability. Product shall conform to the following requirements unless otherwise specified in the Request for Proposal or Purchase Order.

**To include (material masters), but is not limited to:**

**143447 Chambray, Poly / Cotton, 60" Cuttable**, Pantone # 14-4214 TCX, Powder Blue (Phoenix, Huntingdon, Muncy)

**Classification:** Chambray cloth shall be described as 50% Cotton / 50% Polyester, permanent press. Typical cuttable width of chambray shall be 60" cuttable.

**Description of Chambray Material:** The material shall be a blend of cotton and polyester as defined in Section 4 Construction Requirements. The yarn shall be the type typically used in the fabric industry for chambray items. Fiber percentages shall be plus or minus 3% in accordance with the Textile Fiber Products Identification Act.

**General Requirements:** Chambray fabric shall be made from yarn evenly spun from an intimate blend of cotton and polyester fibers. Finished chambray cloth shall be available in white and solid colors. No labile sulfur shall be present if sulfur dyes are used. The finished fabric can be open or tucked selvedge.

**Packaging Requirements:** Finished cloth shall be put-up in bolts of one continuous piece not less than 150 linear yards nor more than 250 linear yards with minimum two-inch and maximum three-inch core. Color of fabric shall be specified by the Using Agency. Color must be consistent across the entire lot. Each bolt of finished cloth shall be labeled, ticketed, or marked for fiber content in accordance with the Rules and Regulations of the Textile Fiber Products Identification Act. Each bolt of finished cloth shall be labeled with purchase order number, manufacturer's/mill ID, yardage and dye lot, and roll/bale number. Multiple rolls may be bundled and boxed and/or skidded for shipping; however, each roll must be individually wrapped.

**Testing Requirements:** The cloth shall meet or exceed the following minimums for colorfastness requirements unless otherwise specified in the Request for Proposal or Purchase Order.

Light	4.0	AATCC-TM16.1
Perspiration	4.0 Shade Change 3.0 Staining	AATCC-TM15-2013
Laundering	4.0 Shade Change 3.0 Staining	AATCC-TM61-2013
Crocking	3.0 Wet 4.0 Dry	AATCC-TM8-2016

**Construction Requirements:**

50% Cotton / 50% Polyester Blend per ASTM D629-15  
Yarns Per Inch: 70 Min. (Warp) per ASTM D-3775-17e1  
Yarns Per Inch: 53 Min. (Fill) per ASTM D-3775-17e1

Weight Min. 3.5 Oz./Yd.2 per ASTM D3776/D3776M-09a (2017)  
Breaking Strength 60 lbs. Min. (Warp) per ASTM D5034-09(2017)  
Breaking Strength 50 lbs. Min. (Fill) per ASTM D5034-09(2017)

## POPLIN

This covers requirements for 65% polyester and a 35% cotton blend of poplin weaved cloth to be used in the production of clothing, including blouses, pajamas, nurse's uniforms & scrub suits, shirts for Officers of the Correctional Institutes as well as inmate work shirts and visiting room jumpsuits. All poplin cloth shall reflect first class workmanship, be top grade quality, and be free from defects which could adversely affect serviceability. Product shall conform to the following requirements unless otherwise specified in the Request for Proposal or Purchase Order.

**To include (material masters), but is not limited to** (65% polyester / 35% cotton):

**143460 Poplin, Della Robbia Blue Bl,63" Cuttable** Finshd Cnt (Waymart) Pantone # 16-4020 TCX

**143461 Poplin, Rum Raisin Br,63" Cuttable**, Fnsd cnt Rum Raisin, Pantone # 19-1321 TCX  
(Huntingdon, Dallas, Greene, Muncy, Phoenix)

**143462 Poplin, Red Org,63" Cuttable, Finsd Cnt**, Pantone # 17-1464 TCX (Huntingdon)

**355219 Poplin, Poly/Cotton, 63" Cuttable**, Pantone # 19-3536 TCX, Amaranth Purple (Muncy)

**336144 Material, Poplin, Princess blue, 63" Cuttable**, Pantone # 19-4150 TCX, (Dallas)

**Classification:** Poplin weave cloth shall be described as being made from 65% polyester / 35% cotton fabric having a minimum weight per square yard of 4.25 ounces.

**Description of Poplin Material:** The material shall be a blend of polyester and cotton as defined in Section 4 Construction Requirements. The yarn shall be the type typically used in the fabric industry for clothing items. Fiber percentages shall be plus or minus 3% in accordance with the Textile Fiber Products Identification Act.

**General Requirements:** The polyester/cotton yarn shall be spun from an intimate blend of polyester and cotton fibers. Yarns shall be spun into two-ply or single yarns for the warp and single yarns for the fill. The cotton used in making the cloth shall be made from 100% virgin cotton of suitable grade to meet the requirements of this specification. Color of poplin fabric shall be specified by the Using Agency. The finished poplin cloths shall be available in white and solid colors. When white is specified, the finished cotton shall be fully bleached. When color is specified, the finished poplin shall contain no labile sulfur. Color must be consistent across the entire lot. Poplin width will be 63" cuttable. The finished fabric can be open or tucked selvedge.

**Packaging Requirements:** Finished cloth shall be put-up in bolts of one continuous piece not less than 150 linear yards nor more than 250 linear yards with minimum two-inch and maximum three-inch core. Each bolt of finished cloth shall be labeled, ticketed, or marked for fiber content in accordance with the Rules and Regulations of the Textile Fiber Products Identification Act. Each bolt of finished cloth shall be labeled with purchase order number, manufacturer's/mill ID, yardage and dye lot, and roll/bale number. Multiple rolls may be bundled and boxed and/or skidded for shipping; however, each roll must be individually wrapped.

**Testing Requirements:** The finished cloth shall be preshrunk so that residual shrinkage shall not be more than three percent in either warp or fill direction per AATCC TM-96-2012. The cloth shall meet or exceed the following minimums for colorfastness unless otherwise specified in the Request for Proposal or Purchase Order.

Light	4.0	AATCC-TM16.1
Perspiration	4.0 Shade Change	AATCC-TM15-2013
	3.0 Staining	
Laundering	4.0 Shade Change	AATCC-TM61-2013
	3.0 Staining	
Crocking	3.0 Wet	AATCC-TM8-2016
	4.0 Dry	

**Construction Requirements:**

65%/35% Polyester/Cotton Poplin Fabric per ASTM D-629-15  
 Yarns Per Inch: 100 Min. (Warp) per ASTM D-3775-17e1  
 Yarns Per Inch:48 Min. (Fill) per ASTM D-3775-17e1  
 Weight Min. 4.25 Oz./Yd.<sup>2</sup> per ASTM D-3776/D3776M-09a1(2017)  
 Breaking Strength 112 lbs. Min. (Warp) per ASTM D-5034-09(2017)  
 Breaking Strength 50 lbs. Min. (Fill) per ASTM D-5034-09(2017)

**TWILL**

(65% Poly / 35% cotton)

This is for 65% polyester/35% cotton twill weave cloth to be used in the production of clothing, including slacks, pants, shirts, jackets, coveralls, and rainwear. All twill cloth shall reflect first class workmanship, be top grade quality, and be free from defects, which could adversely affect serviceability. Product shall conform to the following requirements unless otherwise specified in the Request for Proposal or Purchase Order.

**To include (material masters), but is not limited to:**

**143377 Twill, Poly/Cotton,Type 1,63" Cuttable**, Rum Raisin, Pantone # 19-1321 TCX (Phoenix, Huntingdon, Muncy)

**143378 Twill, Poly/Cotton,Type 3, 63" Cuttable** PIRATE BLK, Pantone # 19-4305 TCX (Waymart, Phoenix, Huntingdon, Smithfield, Muncy)

**143379 Twill, Poly/Cotton,Type 1,63" Cuttable**, Insignia Blue, Pantone # 19-4028 TCX (Waymart, Muncy, Phoenix)

**143380 Twill, Poly/Cotton,Type 1,63" Cuttable**, Bright White, Pantone # 11-0601 TCX (Huntingdon, Phoenix)

**143383 Twill, Poly/Cotton,Type 4,63" Cuttable**, Frost Gray Pantone # 17-0000 TCX, (Waymart)

65% Ployester / 35% cotton (5.0 oz).

**311972 Twill, Poly/Cotton,Type 1,63" Cuttable**, Quarry, Pantone # 15-4305 TCX (Huntingdon, Smithfield, Phoenix)

**312198 Twill, Poly/Cotton,Type 1, 63" Cuttable**, Orange Red, Pantone # 17-1464 TCX, (Huntingdon)

**336200 Twill, Royal Princess Blue, Type 1, 63" Cuttable**, Pantone # 19-4150 TCX, (Phoenix)

**355218 Twill, Poly/Cotton, Type 1, Purple, 63" Cuttable**, Pantone # 19-3536 TCX, Amaranth Purple (Muncy)

**336190 Twill, Poly/Cotton, Dark Navy, Type 1, 63" Cuttable**, Pantone # 19-4013 TCX, (Huntingdon And Waymart)

**336194 Twill, Ploy/Cotton, Type 1, Butterscotch, 63" Cuttable**, Pantone # 15-1147 TCX, (Huntingdon)

**336202 Twill, Poly/Cotton, Type 4, Star White, 63" Cuttable**, Pantone # 11-4202 TCX, (Waymart)

**336139 Twill, Poly/Cotton, Type 1, Dandelion, 60" Cuttable**, Pantone # 13-0758 TCX, Dandelion, (Greene)

**336198, Twill, Poly/Cotton, Type 2, Dark Navy, 60" Cuttable**, Pantone # 19-4013 TCX, (Water Repellent) (Huntington)

**Classification** - Twill weave cloth shall be classified as:

Type 1 - 65% polyester / 35% cotton (6.5 oz)

Type 2 - 65% polyester / 35% cotton (6.5 oz with Water Repellent Finish)

Type 3 - 65% polyester / 35% cotton (6.5 oz) for Uniforms

Type 4 – 65% polyester / 35% cotton (5.0 oz) for Uniforms

**Description of Twill Material** - The material shall be a blend of polyester and cotton as defined below in Construction Requirements. The yarn shall be the type typically used in the fabric industry for items of clothing. The yarns for Type 1 and 2 shall be Open End-Open End or Ring Spun (Warp)-Open End (Fill) Construction. Type 3 shall be Ring Spun (Warp)-Open End (Fill) construction. Type 4 yarns shall be MJS-MJS. Fiber percentages shall be plus or minus 3% in accordance with the Textile Fiber Products Identification Act.

**General Requirements:** The finished cloth shall be preshrunk so that residual shrinkage shall not be more than 3% in either warp or fill direction per AATCC 135-2018. Plied or single yarns may be utilized in the twill fabric so long as construction requirements are met. Typical finished widths will 60" or 63" cuttable. The finished fabric can be open or tucked selvedge.

**Packaging Requirements:** Finished cloth shall be put-up in bolts of one continuous piece not less than 150 linear yards nor more than 200 linear yards with minimum two-inch and maximum three-inch core. Color of fabric shall be specified by the Using Agency. Color must be consistent across the entire lot. Type 3 and type 4 twill shall be vat dispersed dyed. Each bolt of finished cloth shall be labeled, ticketed, or marked for fiber content in accordance with the Rules and Regulations of the Textile Fiber Products Identification Act. Each bolt of finished cloth shall be labeled with purchase order number, manufacturer's /mill ID, yardage and dye lot, and roll/bale number. Multiple rolls may be bundled and boxed and/or skidded for shipping; however, each roll must be individually wrapped.

**Testing Requirements:** The cloth shall meet or exceed the following minimums for colorfastness requirements unless otherwise specified in the Request for proposal or Purchase Order:

Light	4.0	AATCC-TM16.1
Perspiration	4.0 Shade Change	AATCC-TM15-2013
	3.0 Staining	
Laundering	4.0 Shade Change	AATCC-TM61-2013

	3.0 Staining	
Crocking	3.0 Wet	AATCC-TM8-2016
	4.0 Dry	

Type 2 cloth shall be given a permanent type of water-repellent finish. The fabric shall have a spray rating of not less than 80 when tested as described in AATCC TM22-2017. After laundering and dry cleaning, the fabric shall show a spray rating of not less than 80 when tested as described in AATCC 132-2013 and AATCC TM22-2017. All types of twill shall have a pilling resistance of 3.0 minimum after 60 minutes when tested as described in ASTM D3512/D3512M-16.

**Construction Requirements:** 65% Polyester/35% Cotton Twill Fabric per AATCC TM20A-2018 Method # 4 and ASTM D-1909-13 Moisture Regains Applied.

	Types 1 & 2:	Type 3	Type 4
Weave (visual) 2 X 1	2 X 1	2 X 1	2 X 1
Yarns Per Inch. Min. (Warp) per ASTM D-3775-17e1	85	85	124
Yarns Per Inch. Min. (Fill) per ASTM D-3775-17e1	45	50	50
Weight Min. per ASTM D3776/D3776M-09a 1Oz./Yd.	6.5 Oz./Yd. <sup>2</sup>	6.5 Oz./Yd. <sup>2</sup>	5.0 oz./Yd. <sup>2</sup>
Breaking Strength - Min (Warp) per ASTM D5034-09(2017)	145 Lbs.	175 Lbs.	135 Lbs.
Breaking Strength - Min. (Fill) per ASTM D5034-09(2017)	65 Lbs.	70 Lbs.	70 Lbs.
Tear Strength. – Min. (Warp) per ASTM D-1424-09(2013)e1	9.0 Lbs.	9.0 Lbs.	5.5 Lbs.
Tear Strength. – Min. (Fill) per ASTM D-1424-09(2013)e1	5.0 Lbs.	5.0 Lbs.	4.5 Lbs.

### TWILL

(100% Cotton)

**321345 Twill, 100% cotton Lead Gray** (Muncy, Waymart) Pantone # 17-1118-TCX, Lead Gray, 5.8 oz/sq. yd (+/-2%) ASTM-3776-09 ; 61" cuttable shrinkage: AATCC135 3% max warp and fill; tear in warp 10 lbs. min; tear in fill 6 lbs. ASTM-1424; min light fastness 4.0/40 hours AATCC-16 ; perspiration shared change 4.0 staining 4.0 wash fastness shade change 4.0 staining 4.0; crocking 3.0; dry 4.0 AATCC-8, Thread Count: ASTM-D3776-09. ASTM D629.

**336193 Twill, 100% cotton, Forest Night** (Muncy, Waymart, Huntingdon (Coveralls)) Pantone # 19-0414-TCX, 5.8 oz/sq. yd (+/-2%) ASTM-3776-09; 61" or 60" cuttable shrinkage: AATCC135 3% max warp and fill; tear in warp 10 lbs. min; tear in fill 6 lbs. ASTM-1424; min light fastness 4.0/40 hours; AATCC-16 ; perspiration shared change 4.0 staining 4.0 wash fastness shade change 4.0 staining 4.0; crocking 3.0; dry 4.0 AATCC-8, Thread Count: ASTM-D3776-09. ASTM D629.

### FLEECE

(to be procured with Rib Knit)

**336061 Fleece, 50% Cotton/50% Poly, 64" cuttable** (Greene) Pantone # 19-1325 TCX, Hot Chocolate



**336062 Fleece 50/50 Cotton/Poly 64" Cuttable** (Greene) Heather Gray (no Pantone number, will provide sample)

**336064 Fleece 50/50 Cotton/Poly 64" Cuttable** (Greene) Pantone # 18-1662 TCX, Flame Scarlet

Used to make sweatpants and sweatshirts.

**Description of Fleece (Greene):**

<b>Colors:</b>	Hot Chocolate Heather Gray – Must Contain 10% black yarn Flame Scarlet	
<b>Content:</b>	Cotton 50% Polyester 50%	
<b>Weight: Minimum</b>	7.5 ounces per sq. yd	Max. 8.0 ounces per sq. yd
<b>Width: Open Min.</b>	66"	<b>Cuttable Width Min: 64"</b> inches
<b>Shrinkage: After Wash</b>	Length 8% Max.	Width 5% Max.
<b>Roll size yardage/weight</b>	Max. Yards 60	Max. Wt. 100 LBS
<b>Special Instructions:</b>	Fleece must be 2 ends napped on one side. Selvedge Edge must be gummed and trimmed. Rolls are individually wrapped in plastic with yardage, roll weight and shade lot clearly marked on the outside of each roll. Material must be banded with plastic Bands. No Metal banding! Material must meet the Test results listed below	
<b>Roll Tubes:</b>	Must be cardboard with 2" diameter minimum and 3" diameter maximum. All deliveries against this order must be consistent in shade, quality and finish as the approved production sample.	
<b>Testing:</b>	Vendor may be required to provide a certified lab test result upon request. Tests include the following: Weight (ASTM -3776/D3776M-09a(2017) Min. 7.5 oz/sq. yd Max. 8.0 oz/sq. yd Ball Burst (ASTM D-3787-16) Minimum 170 lbs. Tear Strength (ASTM D-1424-09(2013)e1 WARP Minimum 7.5 lbs. FILL Minimum 8.5 lbs.	
<b>Delivery Notes:</b>	Contractor shall furnish to PCI Greene written acknowledgement of shipping date at least 2 weeks prior to shipment. If shipment will not be within the required lead time contractor is required to notify PCI Greene in writing at least 2 weeks prior to the date of the latest delivery.	
<b>Shipping Instructions:</b>	Awarded vendor must adhere to attached instructions for shipping/delivery to Greene. Only have one carrier	

**FLEECE**  
(Double-Sided)

**341189 Double Sided Fleece, 100% Polyester, 60" Cuttable** (Huntingdon) Pantone # 19-4305 TCX, Pirate Black.

Fiber Content: 100% Polyester, ASTM D629-15

Fabric Weight: 13.5 ounces / linear yard ASTM D3776/D3776M-09a(2017)

Cutable Width: 60", ASTM D3774-18

Colorfastness to Laundering: Grade 4 or better using Gray Scale for Color Change and Grade 3 or better using Gray Scale for Stain, AATCC TM61

Pilling: 1 side anti-pill Grade 4 or better from standard ASTM D3514/D3514M-16

### **JERSEY KNIT**

Jersey Knit, Rum Raisin, 50/50 Poly/Cotton Blend, Pantone # 19-1321 TCX Rum Raisin. Medium weight minimum weight 7.5 oz. Sq. yd. (Weight Measured Tubular). Finish Shrink Cured; Shrinkage not to exceed 7% in length and width; Construction 22 cut. Cutable widths will vary with size on the jersey knit. 120 yards per roll, UOM: pounds.

Weight: ASTM-D3776-09

Colorfastness to Laundering: AATCC 61

Dimensional Change to Laundering: AATCC 96

Sizes are as follows:

**336088 Jersey Knit, Rum Raisin, 18"** (Dallas)

**336089 Jersey Knit, Rum Raisin, 20"** (Dallas, Muncy)

**336090 Jersey Knit, Rum Raisin, 22"** (Dallas, Muncy)

**336091 Jersey Knit, Rum Raisin, 24"** (Dallas, Muncy)

**336092 Jersey Knit, Rum Raisin, 26"** (Dallas, Muncy)

**336093 Jersey Knit, Rum Raisin, 28"** (Dallas)

**336094 Jersey Knit, Rum Raisin, 30"** (Dallas)

**336095 Jersey Knit, Rum Raisin, 32"** (Dallas)

### **RIB KNIT**

**336166 Rib Knit, 50% Cotton/50% Poly** (Greene) Oxford Gray, **no Pantone #**. Sample may be provided for color match. Min. 7.5 oz/sq. yard, 30" Tubular, 1 x 1 construction, Type 1 Each roll must be clearly marked with yardage, weight and shade lot and be individually wrapped. To match Fleece. Weight: ASTM-D3776-09 Colorfastness to Laundering: AATCC 61, Dimensional Change to Laundering: AATCC 96

**336169 Rib Knit, 50% Cotton/50% Poly** (Greene) Pantone # 18-1662 TCX, Flame Scarlet, 30" TUBULAR. 1 x 1 construction, Type 1, Each roll must be clearly marked with yardage, weight and shade lot and be individually wrapped. MUST MATCH FLEECE 7.5OZ, Weight: ASTM-D3776-09, Colorfastness to Laundering: AATCC 61, Dimensional Change to Laundering: AATCC 96

**336173 Rib Knit, 50% Cotton/50% Poly** (Greene) Pantone: # 19-1325 TCX, Hot Chocolate Min. 7.5 oz/sq. yard, 30" Tubular, 1 x 1 construction, Type 1, Each roll must be clearly marked with yardage, weight and

shade lot and be individually wrapped. To match Fleece. Weight: ASTM-D3776-09, Colorfastness to Laundering: AATCC 61, Dimensional Change to Laundering: AATCC 96

**347831, Rib Knit, Collerate, Rum Raisin, 8"** 50% cotton/50% Poly Blend (Dallas) Pantone # 19-1321 TCX, Rum Raisin, min weight 8.2 oz sq. yard. Shrinkage not to exceed 7% in length or width. Weight: ASTM-D3776-09, Colorfastness to Laundering: AATCC 61, Dimensional Change to Laundering: AATCC 96

**347832, Rib Knit, Collerate, Rum Raisin, 9"** 50% cotton/50% Poly Blend (Dallas) Pantone # 19-1321 TCX, Rum Raisin, min weight 8.2 oz sq. yard. Shrinkage not to exceed 7% in length or width. Weight: ASTM-D3776-09, Colorfastness to Laundering: AATCC 61, Dimensional Change to Laundering: AATCC 96

**347833, Rib Knit, Collerate, Rum Raisin, 10"** 50% cotton/50% Poly Blend (Dallas) Pantone # 19-1321 TCX, Rum Raisin, min. weight 8.2 oz sq. yard. Shrinkage not to exceed 7% in length or width. Weight: ASTM-D3776-09, Colorfastness to Laundering: AATCC 61, Dimensional Change to Laundering: AATCC 96

## YARN

**337986, Yarn Covered Elastic** (Phoenix) Style: RP-140-20C, Core: 100 Gauge Rubber, Inner Cover, 70/36 Textured Polyester, % Elongation: 325%, Yield: 4,478 Yds/Lb., Package Weight: 20 Ounce

**321293 Yarn Hosiery, 80/20 Cotton/Poly, 10/1, Bleached White** (Phoenix) Open End Spun. Carded Peeler. Natural knitting (Z) twist w/ 1-1/2" staple. 10 Twists per inch. Suitable to knit hosiery.

Yarn to be free of cotton linters and any foreign matter. If yarn has excessive waste wound in, or it contains crushed cones or cut yarn, it shall be returned for credit. Each cone to possess tail adequate to tie in with next cone. Shade and tensile strength to be consistent throughout the lot. No yellowing.

**328919 Yarn Knitting: 50/50 Cotton/Polyester 10/1 Natural** (Phoenix) Underwear Yarn

**328920 Yarn, Knitting: 50/50 Cotton/Polyester 20/1 Natural** (Phoenix) Underwear Yarn

**328921 Yarn Knitting: 50/50 Cotton/Polyester 22/1 Natural** (Phoenix) Underwear Yarn

**328902 Yarn Knitting: 50/50 Cotton/Polyester 24/1 Natural** (Phoenix) Underwear Yarn

Open end spun. Carded peeler. Natural knitting twist with 1-1/2" staple. 14.3 twists per inch. Yarn to be free of cotton linters and any foreign matter. The yarn must be spun with an **optical bright poly** so the finished cloth is bright white. Each cone or tube to possess transfer tail adequate to tie-in with next cone. If yarn has excessive waste wound in, or it contains crushed cones or cut yarn, it shall be returned for credit. Yarn must be suitable to knit body cloth. Entire PO must be one lot/merge that will dye uniformly the same shade.

**337976 Yarn 100% Acrylic, 1/12 High Bulk, Color Pirate Black** (Phoenix) YARN IS TO BE CONSISTENT THROUGHOUT THE LOT IN QUALITY AND LEVELNESS OF SHADE. COLOR FASTNESS TO LIGHT (CARBON-ARC TYPE FADO-METER) 20 HOURS, WITH NO APPRECIABLE CHANGE IN SHADE OR COLOR. NO YELLOWING OR LOSS OF TENSILE STRENGTH. HOME AUTOMATIC LAUNDRY CONDITIONS WITH NO EXCESSIVE BLEEDING OR

FADING AFTER SEVERAL WASHINGS. USED IN THE MANUFACTURE OF KNIT SKI CAPS. \*refer to typical packaging spec below

**337977 Yarn 100% Acrylic 8/1 Ne, high bulk** (Phoenix) Pantone # 19-1331 TCX, Madder Brown, Yarn is to be consistent throughout the lot in quality and levelness of shade. Color fastness to light (carbon-arc type fado-meter) 20 hours, with no appreciable change in shade or color. No yellowing or loss of tensile strength. Home automatic laundry conditions with no excessive bleeding or fading after several washings. Used in the manufacture of knit ski caps. \*The 8/1 Ne is exactly the same size as the 1/12 Nw.

**337987 Yarn, Knitting, 100% Stretch Polyester** (Phoenix) 1-150-48 SD NATURAL FALSE TWIST FOR KNITTING HOSIERY. YARN TO BE CONSISTENT THROUGHOUT THE LOT IN QUALITY. \*refer to typical packaging spec below

**322581, Yarn, Hosiery, 100% Cotton, 12/1 Natural** Open End Spun. Carded Peeler. Natural knitting (Z) twist w/ 1-1/2" staple. 10 Twists per inch. Suitable to knit hosiery. Yarn to be free of cotton linters and any foreign matter. If yarn has excessive waste wound in, or it contains crushed cones or cut yarn, it shall be returned for credit. Each cone to possess tail adequate to tie in with next cone. Yarn to be put up on standard tapered cones or rolled nose tube not to exceed 10.5" diameter. Each cone shall be labeled with yarn size and fiber content. Yarn must be packaged and shipped in a manner that will sufficiently protect it from damage. Yarn must be packaged in either paper or poly bags. Cases or pallets must have cone separators to protect from damage Yarn case or pallet shall be clearly marked with net, tare and gross weight, number of cones and yarn size. Vendor should list the name of yarn manufacturer fulfilling the purchase order on the request for a price quote.

**Typical Packaging Specification for Yarn (unless otherwise indicated above):**

Yarn to be put on rolled-nose tubes or cones with a maximum diameter of 10 1/2" due to machine limitations. Each cone shall be labeled with yarn size, fiber content, and manufacturer's name. Yarn must be packaged in either paper or poly bags in a manner that will protect it from damage during shipping and handling. Cases or pallets shall be clearly marked with net, tare and gross weight, number of cones, yarn size, and case id number. Cases or pallets must have cone separators between rows and shrink wrapped for protection.

For **337976** Yarn 100% ACRYLIC, 1/12 HIGH BULK, COLOR Pirate BLACK 337977 Yarn 100% Acrylic 8/1 Ne, high bulk - Cone weight not to exceed 4 lbs. due to machine limitations. Remainder of typical packaging specs apply.

For **337987** Yarn, KNITTING, 100% STRETCH POLYESTER- Tapered rolled-nose tubes must be 9" diameter. Remainder of typical packing specs apply

*Pantone numbers do not apply to natural yarn.*

## THREAD

**337497, Thread, Brown, T-27** (Muncy, Phoenix) 100% Spun Polyester - Yarn Count 40/2, Tex Number, Ticket Number 27, Ticket 70, Finish %  $\geq 6$  %. Strength (lb.) Average: 2.3, Elongation %: 15 +/- 1%. Shrinkage at 180C, 30 min: N/A. Twist (TPXI): 22 +/- 1, Yards/lb. with oiling: 16,002. Without oiling: 17,262. Raw material: 100% spun polyester. Heating / Ironing: melt point 480-500 F, sticks at 450F. Put Up: 12,000 or 24,000 yards (cone)

**337569, Thread, Khaki, T-24** (Muncy) Metric Size 120, Strength (lbs.) 2.77, Needle Size (Metric) 75/11, Application weight: Light. 100% Spun Polyester. Put Up: 6,000 or 12,000 yards (cone)

**337502, Thread, Deep Purple, 19-3536, Amaranth, T-24** (Muncy) Metric Size 120, Strength (lbs.) 2.77, Needle Size (Metric) 75/11, Application weight: Light. 100% Spun Polyester. Put Up: 6,000 or 12,000 yards (cone)

**337567, Thread, Hollywood, T-24**, (Dallas)\_Metric Size 120, Strength (lbs.) 2.77, Needle Size (Metric) 75/11, Application weight: Light. 100% Spun Polyester. Put Up: 6,000 yards (cone)

**337586, Thread, Seal, T-24**, (Dallas, Muncy, Smithfield) Metric Size 120, Strength (lbs.) 2.77, Needle Size (Metric) 75/11, Application weight: Light. 100% Spun Polyester. Put Up: 18,000 yards (cone)

**337587, Thread, Seal, T-40** (Dallas, Greene, Huntingdon) Metric Size 75, Strength (lbs.) 4.55, Needle Size (Metric) 90/14, Application weight, Medium. 100% Spun Polyester. Put Up: 24,000 yards (cone)

**337496, Thread, Bonded-Poly, White, T-70** (Dallas) Metric Size 40, Strength (lbs.) 10, Strength (in grams) 4536, Needle Size (metric) 110, Applications: Medium Weight. 100% Spun Polyester. Put Up: 8,600 yards (cone), one pound equals 8,600 yards.

**337578, Thread, Nomex, T-40, Natural**, (Dallas) Metric Size 75, Strength (lbs.) 2.57, Needle Size (Metric) 90/14, Application weight: Medium. Put Up: 6,000 yards (cone)

**337595, Thread, White, T-27** (Phoenix) Spun Polyester - Yarn Count 40/2, Tex Number, Ticket Number 27, Ticket 70, Finish %  $\geq 6$  %. Strength (lb.) Average: 2.3, Elongation %: 15 +/- 1%. Shrinkage at 180C, 30 min: N/A. Twist (TPXI): 22 +/- 1, Yards/lb. with oiling: 16,002. Without oiling: 17,262. Raw material: 100% spun polyester. Heating / Ironing: melt point 480-500 F, sticks at 450F. 100% Spun Polyester. Put Up: 12,000 yards (cone)

**337559, Thread, Gold, T-40** (Huntingdon) Metric Size 75, Strength (lbs.) 4.5, Needle Size (Metric) 90/14, Application weight: Medium, Polyester. Put Up: 6,000 or 24,000 yards (cone)

**337571, Thread, Khaki, T-40** (Huntingdon) Metric Size 75, Strength (lbs.) 4.5, Needle Size (Metric) 90/14, Application weight: Medium, Polyester. Put Up: 6,000 or 24,000 yards (cone)

**337573, Thread, Light Blue, T-40** (Huntingdon) Metric Size 75, Strength (lbs.) 4.5, Needle Size (Metric) 90/14, Application weight: Medium, Polyester. Put Up: 6,000 or 24,000 yards (cone)

**338079, Thread, Navy, T-40** (Huntingdon) Metric Size 75, Strength (lbs.) 4.5, Needle Size (Metric) 90/14, Application weight: Medium, Polyester. Put Up: 6,000 or 24,000 yards (cone)

**337589, Thread, Toboggan, T-180** (Huntingdon) 100% cotton

**337597, Thread, White, T-40** (Huntingdon, Greene) Metric Size 75, Strength (lbs.) 4.5, Needle Size (Metric) 90/14, Application weight: Medium. Polyester.

**341579, Thread, Gimp, #8, Seal T-180**, (Smithfield) 100% Cotton, Metric Size 15, Strength (lbs.) 10.64, Yarn size 8.30/3. Put Up: 1,225 yards (cone)

**334127, Thread, Blue, Navy, T-40** (Greene) Metric Size 75, Strength (lbs.) 4.5, Needle Size (Metric) 90/14, Application weight: Medium, Polyester. Put Up: 6,000 and 24,00 yards (cone)

**337564, Thread, Gray-Leadville, T-24** (Waymart) Metric Size 120, Strength (lbs.) 2.77, Needle Size (Metric) 75/11, Application weight: Light. Polyester.

**337490, Thread, Black T-40** (Waymart) Metric Size 75, Strength (lbs.) 2.57, Needle Size (metric) 90/14, Application weight: Medium. Polyester. Put Up: 6,000 yards (cone)

## **CORDUROY**

This covers requirements for corduroy poly/cotton cloth to be used in the production of clothing, including jackets (winter, inmates) and trousers. All corduroy cloth shall reflect first class workmanship, be top grade quality, and be free from defects, which could adversely affect serviceability. Product shall conform to the following requirements unless otherwise specified in the Request for Proposal or Purchase Order.

**To include (material masters), but is not limited to:**

**143465 Corduroy, Poly/Cotton, 60" Cuttable** Rum Raisin, Pantone # 19-1321 TCX (Smithfield)

**287232 Corduroy, Poly/Cotton, 60" Cuttable** INSIGNIA BLUE, Pantone # 19-4028 TCX (Smithfield)

**287233 Corduroy, Poly/Cotton, 60" Cuttable** QUARRY, Pantone # 15-4305 TCX, Quarry Gray (Smithfield)

**Classification:** Corduroy cloth shall contain 76 to 88% cotton and 12 to 24% polyester. Cotton / Polyester blend, 9 to 10 ounces per sq. yd.

**Description of Corduroy Material:** The material shall be a blend of cotton and polyester as defined below in Construction Requirements. The yarn shall be the type typically used in the fabric industry for clothing items. Fiber percentages shall be plus or minus 3% in accordance with the Textile Fiber Products Identification Act.

**General Requirements:** Corduroy fabric shall be made from yarn evenly spun from an intimate blend of cotton and polyester fibers. The cotton yarn shall be thoroughly cleaned, well carded, drawn and evenly spun. Corduroy fabric shall have 11 Wale per inch minimum.

Color of corduroy fabric shall be specified by the Using Agency. Color must be consistent across the entire lot.

**Packaging Requirements:** Finished cloth shall be put-up in bolts of one continuous piece not less than 100 linear yards nor more than 150 linear yards with minimum two-inch and maximum three-inch core.

Each bolt of finished cloth shall be labeled, ticketed, or marked for fiber content in accordance with the Rules and Regulations of the Textile Fiber Products Identification Act. Each bolt of finished cloth shall be labeled with purchase order number, manufacturer's/mill ID, yardage and dye lot, and roll/bale number. Multiple rolls may be bundled and boxed and/or skidded for shipping; however, each roll must be individually wrapped.

**Testing Requirements:** The cloth shall meet or exceed the following minimums for colorfastness requirements unless otherwise specified in the Request for Proposal or Purchase Order

Light	4.0	AATCC TM16.1
Perspiration	4.0 Shade Change 3.0 Staining	AATCC-TM15-2013
Laundering	4.0 Shade Change 3.0 Staining	AATCC-TM61-2013
Crocking	3.0 Wet 4.0 Dry	AATCC-TM8-2016

The finished cloth shall be preshrunk so that residual shrinkage shall not be more than three percent in either warp or fill direction per AATCC 96Vc D. Finish - Residual sizing, finishing and other non-fibrous material shall not exceed four percent per ASTM D-2257. Finished cloth shall have a well-brushed corduroy finish.

**Construction Requirements:**

76% Cotton to 88 % Cotton, 9 to 10 ounces per sq. yd. per ASTM D-629-15

Yarns Per Inch: 68 Min. (Warp) per ASTM D-3775-17e1

Yarns Per Inch: 108 Min. (Fill) per ASTM D-3775-17e1

Weight Min. 9.0-10.0 Oz./Yd.<sup>2</sup> per ASTM D-3776/D3776M-09a(2017)

Breaking Strength 80 lbs. Min. (Warp) per ASTM D-5034-09(2017)

Breaking Strength 50 lbs. Min. (Fill) per ASTM D-5034-09(2017)

**DUCKING**

**336048, Ducking, 60" cuttable** (Huntingdon) Forest Night, Pantone # 19-0414 TCX, 60, 10 oz. sq./yd (jackets). Thread Count: 76x28, Content: 100% Cotton, Finish: DWR, Shrinkage, 5% Maximum (jackets).

Weight: ASTM-D3776-09

Thread Count: ASTM-D3775-17E1

Fiber content: ASTM D629

Tensile strength: ASTM-D5034

Shrinkage: AATCC135

Colorfastness to Laundering: AATCC 61

Dimensional Change to Laundering: AATCC 96

**336049, Ducking, 60" cuttable** (Smithfield) Insignia Blue, Pantone # 19-4028 TCX. 60"; 10 oz. sq./yd (jackets). Thread Count: 76x28, Content: 100% Cotton, Finish: DWR, Shrinkage, 5% Maximum (jackets).

Weight: ASTM-D3776-09

Thread Count: ASTM-D3775-17E1

Fiber content: ASTM D629

Tensile strength: ASTM-D5034

Shrinkage: AATCC135

Colorfastness to Laundering: AATCC 61

Dimensional Change to Laundering: AATCC 96

## **ELASTIC**

(all locations)

**332590, Elastic, 1.25** (Huntingdon) White, Knitted insert elastic, width 1 ¼", warps: 19 ends 1/1 50 semi-dull polyester, Total warp ends: 19, Filler: 6 ends 1/1 50 semi-dull polyester, Elastic element: 19 ends 34 gauge rubber, finished picks/inch: 40, elongation: 120% (+/- 10%), Needle width: 19 needles, Style: 125-101 1ARO, Equal to Asheboro Elastic, Color 1 ¼" Festoon packaging

**332591 Elastic, White, 1 ¾"** (Greene), Tolerance = plus or minus 1/32", Color: White, Knitted Elastic, Warp: 150 Denier polyester, Weft: 150 Denier Polyester, Elastic Element: 34 ga. Natural Latex, Finished Picks: 56 +/-2, Elongation: 140% +/- 10%, Machine Gauge 14, Content: 66% polyester, 34% Latex, Pre-Shrunk, 50-yard rolls

**332592 Elastic, White, 2"** (Greene), Not to exceed 2" or - 1/32", Color: White, Knitted Elastic, Warp: 150 Denier polyester, Weft: 150 Denier Polyester, Elastic Element: 34 ga. Natural Latex, Finished Picks: 56 +/-2, Elongation: 140% +/- 10%, Machine Gauge 14, Content: 66% polyester, 34% Latex, Pre-Shrunk, 50-yard rolls

**332594 Elastic 3/8"** width (Huntingdon), Color: White, Knitted Elastic, Warp: 150 Denier polyester, Weft: 150 Denier Polyester, Elastic Element: 34 ga. Natural Latex, Finished Picks: 56 +/-2, Elongation: 140% +/- 10%, Machine Gauge 14, Content: 66% polyester, 34% Latex, Pre-Shrunk, festooned (3,000 yards per box).

**332595 Elastic, 3/8", White**, (Greene) Knitted Elastic, Warp: 150 Denier polyester, Weft: 150 Denier Polyester, Elastic Element: 34 ga. Natural Latex, Finished Picks: 56 +/-2, Elongation: 140% +/- 10%, Machine Gauge 14, Content: 66% polyester, 34% Latex, Pre-Shrunk, 144-yard rolls (spool)

**332600 Elastic, White, 1.25"** (Phoenix) Knitted polyester and Natural latex rubber elastic used for Jockey shorts, 37-gauge rubber 19 strands; 35% of weight, Polyester 65% of weight: rigid fibers, Width/ tolerance: 1.25" +/- .0625", Elongation 140%, Courses per inch 22/52, Finish: softener, Shrinkage: 5% max, 50-yard rolls



**332601 Elastic Blue and Gold striped** (Phoenix) Knitted polyester and Natural latex rubber elastic used for Jockey shorts, 37-gauge rubber 19 strands; 35% of weight, Polyester 65% of weight: rigid fibers, Width/ tolerance: 1.25" +/- .0625", Elongation 140%, Courses per inch 22/52, Finish: softener, Shrinkage: 5% max, 50-yard rolls

**332602 Elastic, White, ½"** (Phoenix) Used to make underwear, knitted plush w/ picot edge, 8 strands, 38-gauge natural latex rubber, 1/150 textured set polyester rigid fiber, 140% elongation, courses per inch 20 stretched and 48 relaxed, must be put on rolls, leading end coming off the roll must be plush side up and pico edge on the right side. 125-yard rolls

**332603 Knitted Insert Elastic** (Dallas, Muncy, Phoenix, Huntingdon) width: 1 3/4", warps: 26 ends 1/1 50 semi-dull polyester, Total warp ends: 26, Filler: 6 ends 1/150 semi-dull polyester, Elastic element: 26 ends 40 gauge rubber, Finished picks/inch: 52, Elongation: 115% (+/- 10%), Needle width: 26 needles, Style: 175-2581-AFO, MFG: Asheboro Elastic or Equal, Color 1 3/4" 50-yard roll or festoon packaging.

## **FLAMEPROOF FABRIC**

*This is a Proprietary Product*

**336174 Coated Flameproof Fabric:** (Dallas) TYPE: WEAVE: DOBBY, COLOR TAN, WIDTH: 54: WEIGHT: 9-10 OZ. SQ YD. THICKNESS: 10-11 MILS. THREAD COUNT/INCH WARP 44, FILL 40 CHAR LENGTH: WARP 1.4, FILL 1.9 AFTER FLAME: WARP 1.6, FILL 1.4, Tensile STRENGTH: WARP 238, FILL 210 (for trash bags and cell curtains).

**336175 Curtain Coated** (Dallas) White, 54" plus/minus 0.5", base cloth: woven fiberglass fabric, plain weave construction, thread count: warp (ends/in) 54 plus or minus 2, fill (picks/in) 48 plus or minus 2, Yarn warp ecc 150 1/0, fill ecc 150 1/0, weight of base cloth (uncoated) 4.0 oz/sq. yd (plus or minus .5 oz/ sq. yd), weight of finished coated fabric: 4.5 oz/sq. yd, to be urine and waterproof, antibacterial, anti-fungistatic, self-deodorizing and flameproof. Coating compound shall be approved acrylic or urethane-acrylic aqueous polymeric system which is coreactive with water-repellent silicones and flame-retardant elements. The compound shall be compatible with the base cloth to ensure its proper adherence to the yarns of the base cloth.

## **FLANNEL**

This covers requirements for flannel (polyester/cotton blend) fabric that is to be used in the production of clothing, such as adult pajamas and robes. All flannel cloth shall reflect first class workmanship, be first grade quality, and be free from defects that could adversely affect serviceability. Product shall conform to the following requirements unless otherwise specified in the Request for Proposal or Purchase Order.

**To include (material masters), but is not limited to:**

**336055 Flannel, Rum Raisin, W60"-63"**, Pantone # 19-1321 TCX (Dallas)

**336056, Flannel, Nimbus Cloud, 63" Cuttable**, Pantone # 13-4108 TCX (Smithfield). Used for pocketing.

**Classification:** Flannel cloth shall be described as 50% Polyester / 50% Cotton having a minimum weight of 3.5 oz/sq. yd. Widths of flannel, and rolled bolt piece dimensions, shall be as specified in the Request for Proposal or Purchase Order.

**Description of Flannel Material:** The flannel shall be a blend of polyester and cotton as defined below in Construction Requirements. Fiber percentages shall be plus or minus 3% in accordance with the Textile Fiber Products Identification Act.

**General Requirements:** Flannel fabric shall be made from yarn evenly spun from an intimate blend of cotton and polyester fibers per ASTM D276-12. Flannel cloth shall be available in colors and prints. The use of sulfur dyes containing elementary sulfur compounds capable of oxidation to sulfuric acid is prohibited. The finished flannel shall show no labile sulfur. The finished flannel shall be preshrunk so that residual shrinkage shall not exceed 3.5 % in either warp or fill directions per AATCC 135-2018.

**Packaging Requirements:** Each bolt of finished cloth shall be labeled, ticketed, or marked for fiber content in accordance with the Rules and Regulations of the Textile Fiber Products Identification Act.

**Construction / Testing Requirements:** The residual sizing, finishing, starch, protein, or other non-fibrous material, including both chloroform soluble and water-soluble material, shall not exceed two percent per ASTM D629-15. The finished flannel cloth shall show "good" color fastness to laundering per AATCC 61-2013 and perspiration per AATCC 15-2013, and "fair" to crocking per AATCC TM8-2016.

50% Cotton / 50% Polyester Blend

Min Ends Per Inch (Warp) per ASTM D3775-17e1	Min Picks Per Inch (Fill) per ASTM D3775-17e1	Min Weight Oz / Yd 2 per ASTMD3776/D3776M-09a	Breaking Strength Lbs. Min (Warp) per ASTM D5034-09(2017)	Breaking Strength Lbs. Min (Fill) per ASTMD5034-09(2017)
48	42	3.5	35	30

**LINING**

This covers requirements for *polyester* fill sandwich type lining. The lining shall be used as fill in overcoats, coats, and jackets. All fill material shall reflect first class workmanship, be top grade quality, and be free from defects, which could adversely affect serviceability. Product shall conform to the following requirements unless otherwise specified in the Request for Proposal or Purchase Order.

**To include (material masters), but is not limited to:**

**143450 Lining, Sandwich, Poly, Insignia Blue, 60" Cuttable** Pantone # 19-4028 TCX (Greene)

**143451 Lining, Sandwich, Poly, Rum Raisin, 60" Cuttable** Pantone # 19-1321 TCX (Phoenix)

**336116 Lining, Insignia Blue Quilted Lining, 60" Cuttable** Pantone # 19-4028 TCX (Huntingdon)

**Classification:** The polyester fill sandwich type lining shall be sewn together in a manner which results in a material possessing a quilted effect. Construction Requirements are shown below.

**General Requirements:** The finished lining shall be constructed by sewing together the three (3) components described below under Construction Requirements. This shall result in material having a

quilted effect, with 10 stitches per inch. The surface thread shall be nylon and the bobbin thread shall be polyester or nylon. The quilted patterns shall be 1-3/8" box-design. Typical finished widths of Lining will be 60" cuttable. Fabric shall have the capability of being easily cut.

**Packaging Requirements:** Finished cloth shall be put-up in bolts of one continuous piece of not less than 40 linear yards on rolled bolts. Each bolt of finished fill shall be labeled, ticketed, or marked for fiber content in accordance with the Rules and Regulations of the Textile Fiber Products Identification Act.

**Construction / Testing Requirements:** The polyester fill sandwich type lining shall be made from the following materials:

The *Outer Fabric* shall be tightly woven nylon taffeta AATCC 20A-2018 with ASTM D-1909-13 Moisture Regains Applied. The fabric shall have a minimum warp nylon thread denier of 70 and a filling nylon thread denier of 70. Thread count minimums shall be 105 in the warp direction and 68 in the fill direction per ASTM D-3775-17e1.

The *Inner Fill* shall be 100 percent polyester per AATCC 20A-2018 with ASTM D-1909-13 Moisture Regains Applied. The inner fill shall weigh not less than 8.0 ounces per linear yard for a typical 60-inch width per ASTM D-3776/D3776M-09a(2017).

The *Backing Fabric* shall be non-woven polyester or nylon per AATCC 20A-2018 with ASTM D-1909-13 Moisture Regains Applied.

**336117 Lining Taffeta, 60" cuttable** Jet Black (PCI to provide a sample to match color), 100% polyester taffeta, Roll Sizes: 100 yd/roll, 190D construction, (Huntingdon, Smithfield)

**336118 Lining, Black Thinsulate, 60" Cuttable** 70 DENIER TAFIDA FACE, Pirate Black. Pantone # 19-4305 TCX, (Smithfield, Phoenix)

**MESH**  
(Greene)

**336121 Mesh, 50 Cuttable: 100% Polyester** Pantone # 19-4305 TCX, Pirate Black (Greene)

**336125, Mesh, 50 Cuttable 100% Polyester** Pantone # 18-6024 TCX, Amazon (Greene)

**336126 Mesh, 50 Cuttable: 100% Polyester** Pantone # 19-4028 TCX, Insignia Blue (Greene)

**336127 Mesh, 50 Cuttable 100% Polyester** Pantone # 16-1364 TCX Vibrant Orange (Greene)

**336128 Mesh, 50 Cuttable: 100% Polyester** Pantone # 19-3642 TCX, Royal Purple (Greene)

**336129 Mesh, 50 Cuttable Ribbon Red 100% Poly** Pantone # 19-1663 TCX, Ribbon Red (Greene)

**336130 Mesh 50 Cuttable: 100% Polyester** Pantone # 19-3955 TCX, Royal Blue (Greene)

**336131, Mesh, 50 Cuttable Bright White, 100% Poly** Pantone # 11-0601 TCX, Bright White (Greene)

**336134 Mesh 100% Polyester Ynm-1 50 Cuttable** Pantone # 13-0758 TCX, Dandelion (Greene)

**The above-mentioned Mesh specs are as follows:**

Mesh Content:	100% Polyester – Used to make laundry bags.
Weight: Minimum	5.5 oz/sq. yd. +/- .05
Width: Open Min.	50"
Shrinkage: After Wash	Length Max. N/A
Width	Max. N/A
Roll size yardage/weight	Max. Yards 200
Max. WT.	100 lb.
Special Instructions:	See attached specification sheet for material details.
Max.	6.0 oz/sq. yd. +/- .05
Cuttable Width Min:	50"
Samples	

Testing:	Vendor may be required to provide a certified test lab result for this material at our request. Vendor will incur all testing costs. See Attachment for specifications and tests. Special shipping instructions apply to Greene only one trucking company currently. Loading dock inside the gate. (Huntingdon, Smithfield and Phoenix have a CI building to unload outside the gate)
Shipping Instructions	

**336133, Mesh, Bright White, Garrison, 100% Poly 60" cuttable** Pantone # 11-0601 TCX, Bright White, 100% Polyester (Greene)

Weight: Minimum	2.8 oz/sq. yd. +/- .10
Max.	3.0oz/sq. yd.
Cuttable Width Min:	60"
Width: Open Min.	60"
Width Max	200 Max WT. 100 lb.
Shrinkage: After Wash	Length Max. N/A
Roll size yardage/weight	Max. Yards
Special Instructions:	See specification sheet provided for material details.
Testing:	Vendor may be required to provide a certified test lab result for this material at our request. Vendor will incur all testing costs. See as specified below.
Shipping Instructions	Will be attached to the proposal.

**Construction Requirements:**

Content: 100% polyester ASTM D629-15  
Weight (oz/sq. yard): 2.8+/-10%, ASTM D3776/D3776M-09a(2017)  
Instron Ball Burst (lbf): 35 Min, ASTM D3787-16

Mullen Burst: N/A ASTM D3786/D3786M-18  
Thickness (inches): .019 +/-0.002" ASTM D1777-96(2015)  
Tensile (length and width) N/A ASTM D5034-09(2017)  
Elongation (length and width) N/A ASTM D5034-09(2017)

**NYLON**  
(Waterproof Coated Fabric)

**341577 Waterproof Urethane-Based Coated Fabric, 60" cuttable** (Smithfield) Pantone # 19-4305 TCX, Pirate Black. Must Use INVISTA Yarn to Weave Supplex Fabric, no Substitutes will be accepted. Supplex Fabric Must Be Coated Using DuPont Teflon Finish, no Substitutes for the finish will be accepted. Used for Officers coats.

TYPE OF GOODS:	MID-Weight Nylon Supplex 2-ply High Filament Micro Porous Coating
WEAVE:	100% Woven Textured Nylon
CHARACTERISTICS:	TYPICAL VALUES
TOTAL WEIGHT:	4.7 OZ/SQ. YD +/-0.3
WIDTH:	60" Cuttable
CONTENT:	100% Woven Textured Nylon Fill-2PLY 70 DENIER 68 FILAMENT (136 TOTAL) MUST BE BRANDED INVISTA SUPPLEX \ Yarn WARP- 70 DENIER 34 Filament
CONSTRUCTION:	160 x 72
Breaking Strength:	190 x 152
FINISH:	JIG DYED, TEFLON FINISH WATERPROOF BLOODBORNE PATHAOGEN SAFE, BREATHABLE COATING, 2A-WASH COLOR FASTNESS 4-5 RATED (AATCC TEST METHOD 61-2013)
Moisture Vapor Transmission (MVT) (ASTM-E-96/E96M-16) METHOD B G/SQ. M 24 Hours	
INVERTED:	5500 Minimum
UPRIGHT:	440 Minimum

Water Resistance (AATCC-TM22-2017)

INITIAL:	100 Minimum
AFTER 3 LAUNDERINGS	80 Minimum
MULLENS Hydrostat Fed Std. 191 FTM 5512	80 + PSI

CFM Rating 0

Material must be blood-borne pathogen resistant. The DuPont Teflon finish must offer resistance to substances present in oil and water-based stain, dust and dry soil. Because a specific brand of nylon fabric and a specific brand of waterproof coating are requested, suppliers are required to provide supporting documentation verifying the material offered by the supplier is INVISTA Supplex nylon material with DuPont Teflon waterproof coating as specified. In addition, Supplex hangtags may be required before a purchase order is issued.

### POCKETING

**143445 Pocketing, Extra Heavy, Polyester/Cotton Blend, W60-63"** (Waymart) Pantone # 19-4305 TCX, Pirate Black. Used for pant pockets. 4.5 ounce per square yard, Width Range 60" - 63"

### RAINCOAT MATERIAL

(100% Waterproof)

**336136 Yellow Nylon Rain Coating 60" Cuttable** Base Material shall be 8 ounces per sq. yd. with a circular knit substrate of 2.0 oz. Minimum, knit material. The rainwear shall then be coated on one side with PVC. Finished fabric shall be waterproof, grease resistant and able to be surface cleaned with mild soap and water without harmful effect. Yellow Rainwear Material PVC Face/Knit back.

Weight	10.0 +1/-0 oz per square yard	ASTM D3776-09
Knit	2.0 oz per Square yard	ASTM D3776-09
PVC	8.0 oz per Square yard	ASTM D3776-09

Trapezoid	Warp 15 lbs Min.	
Tear	Fill 19 lbs.	ASTM D751-06

Grab Tensile	Warp 74 lbs	
	Fill 47 lbs	ASTM D751-06

Heat seal seam strength	29 lbs.	ASTM D751-06
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**336148 Black Rainwear Material, 60" cuttable** – (Waymart) Black .35mm PVC on polyester. (433 C - graphic designer color reference) 60" cuttable. All material shall consist of a fabric that is coated on one side with polyvinyl chloride. All fabric shall be polyester knit or equivalent. The total weight of cloth and coating shall be 10 +/- 1.0 oz. per square yard. Material must be guaranteed not to crack, peel, or oxidize. Fabric shall be capable of being stenciled and not affected by any standard laundry detergent. It shall be capable of being stored for long periods of time without stiffening or cracking and without its surface(s) adhering together. Fabric must be able to be RF-welded. All material shall be capable of keeping worker and his/her clothing dry when working outside for an eight (8) hour day during intermittent or continuous rain, in accordance with ASTM D-751-06(2011).

Fire retardant for life of the fabric. To remain soft, 100% waterproof and flexible with a rubbery feel texture. Resist delamination, rot, mildew and fungus and be dielectrically and thermally weldable. Easily hold a sewn seam.

**Packaging Requirements:** ROLLS ARE TO BE APPROX. 100 YARDS PER ROLL, WITH CORE DIAMETER OF 2". ROLLS ARE TO BE INDIVIDUALLY BAGGED AND SHIPPED ON A SKID 40" X 48 STACKED IN A PYRAMID SHAPE.

<b>Property:</b>	<b>Typical Test Result:</b>	<b>Test Method:</b>
Total weight (oz/sq. yard):	9	ASTM D3776/D3776M-09a(2017)
Trapezoid Tear (lb.):	13 (w) x 16 (f)	ASTM D751-06(2011)
Grab Tensile (lb./inch):	74 (w) x 40 (f)	ASTM D751-06(2011)
Adhesion (lb./inch):	4 (w) x 3 (f)	ASTM D751-06(2011)
Cold Crack (1/8" Mandrel):	-60°	ASTM D2136-02(2012)
Abrasion Resistance:	> 90 Cycles	ASTM D 3389-16

**Raincoat Material Test Methods and Requirements for Pantone 433C Black:**

Heat Sealed Seam Strength:	ASTM D 751	22 lbs. minimum
Tear:	ASTM D 751-06 Tongue	W 13 lbs. minimum F 16 lbs. minimum
Breaking Strength:	ASTM D 751-06 Grab	W 74 minimum F 40 Minimum

**336149 Raincoat Material, Yellow/Green Fluorescent, 60" cuttable** (Waymart) .35 mm PVC on polyester. To be in compliance with standards specified in ANSI 107-2015. All material shall consist of a fabric that is coated on 1 side with polyvinyl chloride. All fabric shall be polyester knit or equivalent. The total weight of cloth and coating shall be 10 +/- 1.0 oz per square yard. Material must be guaranteed not to crack, peel, or oxidize. Fabric must have characteristics which allow for proper RF welding. Fabric shall be capable of being stenciled and not affected by any standard laundry detergent. It shall be capable of being stored for long periods of time without stiffening or cracking and without its surface(s) adhering together. All material shall be capable of keeping worker and his/her clothing dry when working outside for an eight (8) hour day during intermittent or continuous rain in accordance with ASTM D-751-06(2011).

Fire retardant for life of the fabric. To remain soft, 100% waterproof and flexible with a rubbery feel texture. Resist delamination, rot, mildew, and fungus and be dielectrically and thermally weldable. Easily hold a sewn seam.

**Packaging Requirements:** ROLLS ARE TO BE APPROX. 100 YARDS PER ROLL, WITH CORE DIAMETER OF 2". ROLLS ARE TO BE INDIVIDUALLY BAGGED AND SHIPPED ON A SKID 40" X 48 STACKED IN A PYRAMID SHAPE.

**Typical Physical Properties:**

<b>Property:</b>	<b>Typical Test Result:</b>	<b>Test Method:</b>
Total weight (oz/sq. yard):	9	ASTM D3776/D3776M-09a(2017)
Trapezoid Tear (lb.):	13 (w) x 16 (f)	ASTM D751-06(2011)
Grab Tensile (lb./inch):	74 (w) x 40 (f)	ASTM D751-06(2011)
Adhesion (lb./inch):	4 (w) x 3 (f)	ASTM D751-06(2011)
Cold Crack (1/8" Mandrel):	-60°	ASTM D2136-02(2012)
Abrasion Resistance:	> 90 Cycles	ASTM D 3389-16

**Raincoat Material Test Methods and Requirements for Yellow/Green Fluorescent:**

Heat Sealed Seam Strength:	ASTM D1683/D1683M-17(2018)	20 lbs. minimum
Tear:	ASTM D 751-06(2011) Tongue	W 12 lbs. minimum F 8 lbs. minimum
Breaking Strength:	ASTM D 751-06(2011) Grab	W 50 minimum F 31 Minimum



## TICKING

**337598 Ticking, Beige 39 ½"** (Dallas) and **337606 Ticking, Beige 54"** Used to make mattresses.

Permanent, non-fading, non-bleeding. Packaged: 100 to 125 yards/roll, weight: in oz./sq. yard: 10.5 oz. (+ or - .5 oz.), test method: ASTM-D3776-09, Packaged: rolls packed loose

**Flame Resistance: Test Method** 5903, HTM4.2.2, 16 CFR part 1632, 1633 (FF4-72). Must have inherent flame resistance to minimize fire hazards. Is registered with CA Fire Marshall; passes NFPA-701 small scale test. Classified as Class A (Barrier) materials.

**Breaking Strength (lbs.):** ASTM D-751-06 Procedure A Grab Test, 132 x 105 lbs. Construction designed for Ticking Fabrics.

**Tear Strength (lbs.):** Test Method: ASTM D-751-06 Trapezoid Tear 50 x 35 lbs. Excellent Tear Strength, punctures will not produce running rips.

**Abrasion Resistance:** Test Method: ASTM D-3389-10 3000 cycles passed. Test method for coated fabrics. Abrasion resistance; rotary platform double head abrader. Rubber based wheels used as the abradant with a 250 gm load on each arm. Highly durable, scuff and abrasion resistant. Not affected by surface wear.

**Adhesions (lbs.):** Test Method: ASTM D-751-06 Standard test method for coated fabrics. Sample could not be separated. Exclusive rivet bonding process, resistant to delamination from flexing action of hospital bed.

Liquid Penetration Resistance: Test Method: Hydrostatic resistance: ASTM D-751-06 Procedure A Pressure application by Mullen type hydrostatic tester. Test front: 149 psi, test back: 153 psi.

Compatibility with High-Resilient Urethane Foam: compatible

**Surface Resistivity (ohms per unit square):** Test Method: AATCC 76, Average 5.000000000 ohms/unit square. Antistatic; electrical resistance of fabrics in concentric rings

**Compatibility with High-Resilient Urethane Foam: Test Method** HTM 4.3; Formulated to overcome the apparent incompatibility of all other vinyl ticking fabrics with various types of high resiliency (HR) foam products.

**Surface Resistivity (ohms per unit square): Test Method:** HTM 4.2.11; antistatic; Permanent, not a surface treatment, prevents build-up or retention of dangerous electrostatic charges.

**337607 Ticking, Clear, 39.5"** (Dallas) and **338103 Ticking, Clear, 54"** (Dallas) High Security Mattress Ticking 3-Ply reinforced "Glass Clear" laminated PVC Vinyl. Vinyl that is yellowed or discolored will not be accepted. Reinforcement fabric is to be manufactured from 1000D polyester scrim in a symmetrical 6 x 6 construction to create maximum clarity. Fabric containing scrim of other "less open" constructions such as 9 x 9, 10 x 10, or 18 x 9 will not be accepted. 100-125 yd. rolls. Samples may be required. UOM: Yard. Packaging: Palletized (smaller amount). Cover fabric shall also exhibit the following functional characteristics:

Adhesion                      32 lbs./2"

Tear Strength	Warp-60, Fill- 70 (lbs.)	ASTM D-751-06 Trapezoid Tear, Section 32	58x70 lbs.
Breaking Strength	Warp-135, Fill-132 (lbs.)	ASTM D-751-06 Grab Test, section 12,	149x174 lbs.
Weight	11 oz/sq. yd (± .5 oz)	ASTM D-3776-09A	
Flame Retardancy	NFPA 701 - Pass		
	16 CR Part 1632 – Pass		
Bacteria Resistance	AATCC147		
Antibacterial:	AATCC TM147 pass		
Hydrostatic:	ASTM-D-751-06 Procedure A	242 psi	
Abrasion:	ASTM-D-3884-06	250 gm – pass at 9000 cycles	

When requested: Test Reports from an Independent Lab for All Characteristics Including Compliance with NFPA 701.

Anti-bacterial, anti-static, flame retardant, reinforced vinyl laminate, waterproof, and tear resistant. Vinyl made from oil. Standard: ClearSafe as Manufactured by ChemTick Coated Fabrics or Equal.

**337600, Ticking, Cinyl-Vinyl, Clear** (Dallas) Used to make shower curtains. Packaging: Palletized (smaller amount) . Width – 54”, GAUGE (THICKNESS) .020 MIL, 60 YARD ROLLS

**337602 Striped Ticking, Blue & White, 44** (Dallas)

Ticking — Mattress — ACA GOVERNMENT STANDARD TICKING

Blue/White Striped

Packaging: Palletized (smaller amount)

A. Scope and Classification:

1. Scope — This specification covers the requirements for ticking used in the manufacture of mattresses.
2. Classification — The ticking covered by this specification shall be of one grade (firsts) in the following types and widths:
  - a. Type — B
  - b. Widths (In Inches) — 43"/59"/62" (plus or minus .5")
  - c. The ticking covered by this specification shall be as specified in Section C.

B. Applicable Documents:

1. Standards — The following standard, amendments or applicable parts of the issue(s) in effect on date of Invitation for Bids shall form a part of this specification. ASTM D3776-09
2. Fire Resistant Aspects of Federal Specifications CCC-C- 436E, TYPE 2 CLASS 2

C. Requirements:

1. Description: Commodity Code: 8305-8500-026 - ACA GOVERNMENT STANDARD TICKING Blue/White Striped 100% Cotton Ticking, 43" Width. 7 Ounces per sq. yd. plus or minus .5 oz per sq. yd. Type II, Class II, in accordance with Federal Specification CCC-C-436E, to be inherently Flame-Retardant. To be put on rolls of 100 yards minimum and 350 yards

maximum per roll.

2. Delivery- Ticking to be delivered as requested.
3. Ticking- The ticking shall be 43"/59"/62" in width as specified in Invitation to Bid.
4. Color- Blue and White Striped.
5. The yarn used to make the ticking shall be made from 100% combed "peeler" cotton Grade B or better thoroughly cleaned and free of waste.
6. The finished ticking shall be free from avoidable imperfections of manufacture and from defects and blemishes affecting appearance and/or serviceability.
7. The design of the finished ticking shall consist of white and dark blue stripes. The white stripes shall be 1/4 inch wide and the dark blue stripes, which may be either solid or broken by white lines, shall be 3/16 inch wide.
8. The finished ticking shall show "good" colorfastness to water and shall show no "bleeding".
9. The weave for type "B" ticking shall be three (3) harness twill, two (2) up and one (1) down. Standard 2x1 twill
10. The finished type "B" Ticking shall conform to the following:  
Weight per sq. yard (oz.) (min.) 7.0 +0/-0.5  
Yarn count per inch (min.) Warp 110 Filling 50  
Breaking Strength (lbs.) (min.) Warp 110 Filing 65
11. The finished ticking shall be put-up in one continuous length of no less than 4 (federal standard) linear yards, in roll bolts of 100 yards minimum and 350 yards maximum.
12. Each bolt shall be labeled, ticketed, or invoiced for fiber content, in accordance with the Rules and Regulations of the Textile Fiber Products Identification Act.

#### D. Sampling, Inspection and Testing

1 This section has been removed.

2. Inspection- Inspection may be made at place of manufacture at the option of the Commonwealth. Inspection for final acceptance will be made, after delivery, to determine whether *or not* material meets the specifications as outlined in the bid proposal.
3. The test samples shall be examined for workmanship and will be tested as specified in Federal Test Method Standard No. 191, where applicable and as listed in Table 1. If a test requires conditioning then conditioning shall be accomplished as defined in Standard 191. The Commonwealth reserves the right to dissect any sample(s) and the vendor shall replace without cost, any ticking damaged or destroyed through dissection.

1. Intended Use — The ticking covered by this specification is intended to be used in the manufacture of mattresses and pillows. Packing List should include: The PO # number, Item Description, (3) The total linear yardage in multiples of 50 linear yards, the width.

2. Specifications:

a. This section has been removed

b. This section has been removed

Packing and Marking

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

2. Marking-

a. Prior to wrapping, each bolt shall have an identification tag attached to the edge of the ticking. The tag shall contain complete information (either, printed, stamped or typed) such as, the manufacturers name and trademark, the month and year of manufacture, order number and date, specification number and nomenclature, weight per square yard, type, width and linear yardage.

b. Each shipping container shall be clearly marked with the specification number, nomenclature, contract order number(s), the name of the contractor, and the name and address of receiving party as shown on the face of the contract order.

Packaging: Palletized (smaller amount)

**337604, Soft, Beige, Ticking, 10 oz., 56"** (Dallas) Beige or Fawn; Permanent, non-fading, non-bleeding, Packaged: 100 to 125 yards per roll, Weight: In ounces per square yard, Style: 189-10 oz. Used to make mattresses.

Composition: Test Method: 83.4% Vinyl, 16.6% polyester; ASTM D751-06

Total Weight (Oz/Yd<sup>2</sup>): Test Method: 10; ASTM D3776-09

Trapezoid Tear (lb.): Test Method: 26 (w) x 24 (f); ASTM D751-06

Grab Tensile (lb./inch): Test Method: 115 (w) x 104 (f); ASTM D751-06

Adhesion (lb./inch): Test Method: 10 (w) x 22 (f); ASTM D751 -06

Flame Retardancy: Test Method: Pass, Cal Tech Bull, 117 sec E; Pass, NFPA 701

Antimicrobial: Test Method: 100% surface inhibition, AATCC M30-1998  
100% contact inhibition, AATCC M147-2004

Surface Resistivity: Test Method: 2.8 x 10<sup>10</sup> ohms (antistatic); AATCC 76

Packaging: Palletized (smaller amount)

**337609, Ticking, White, 72"** (Dallas) Used to make mattresses.

Packaged: 100 to 125 yards per roll

Weight: In ounces per square yard

Test Method: ASTM D3776-09; 10.5 oz (+ or - .5 ounces)

Flame Resistance: Test Method: 16 CFR part 1632, Inherent flame resistance to minimize fire hazards; passes NFPA-701 small-scale test. Classified as Class A (Barrier) materials.

Breaking Strength (Lbs.): Test Method: 5100; (W113, F109); Construction designed for Ticking Fabrics

Tear Strength (Lbs.): Test Method: 5134 & HTM 4.2.3; (W36, F31 Excellent tear strength, punctures will not produce running rips.

Abrasion Resistance: Test Method: 5304 & 5102, HTM 4.2.4; (3.8); High durable, scuff and abrasion resistant. Not affected by surface wear.

Adhesion (lbs.): Test Method: ASTM D751-06 Mullen type tester; (37 lbs.); Exclusive rivet bonding process. Resistant to delamination from flexing action of hospital bed.

Surface Resistivity (ohms per unit square):  
 Test Method: AATCC 76; Antistatic; Permanent, not a surface treatment. Prevents build-up or retention of dangerous electrostatic charges.

Packaging: Palletized (smaller amount)

**337610 Ticking, FFB, Navy 82"** (Dallas) – 100 to 125 yards per roll, 11 oz. per square yard. Test method: ASTM-D3776. Used to make mattresses. Packaging: Palletized (smaller amount)

Biological properties:  
 Antimicrobial to protect the fabric: Test method: AATCC147

Physical Properties:  
 Weight, oz. per sq. yard Test method: ASTM-D3776-09 10.5 +/- .5 oz.  
 Flame Resistance: Test Method: NFPA 701  
 After Flame, Sec: Test Method: NFPA 701  
 Cigarette Ignition: Test Method: 16 CFR Part 1632  
 Breaking Strength, lbs. Test Method: ASTM-D-751-06  
 Tear Strength, lbs. Test Method: ASTM-D-751-06  
 Adhesion (peel) lbs./2" Test Method: ASTM D-751-06 – sample did not separate  
 Liquid Penetration Resistance,  
 Waterproofness, hydrostatic test (psi): Test Method: ASTM D751-06 PROCEDURE A  
 Surface Resistivity, ohms  
 Per unit square: Test Method: AATCC 76

Fabrication: Capable of being fabricated by stitching, welding and/or cementing. Can be patched, seamed and repaired.

Color: Permanent, non-fading, non-bleeding

Width: 82" or as specified

Identification:

Logo embossed

Maintenance:

Only necessary to wipe down with mild soap suds, rinse with warm water, when soiled. Disinfection, if required, follow manufacturer's recommended instructions for disinfectant used.

BARRIER FIBER = 80% FR Rayon, 20% low melt polyester, 4.5 oz/square yard. Will pass NFPA 701

### **TOWELS and WASH CLOTHS**

**346408, Terry Cloth, Bleached White, 12"x12"** (Phoenix) 100% Cotton or 86/14 cotton/poly, 11 oz./sq. yd., Minimum 13"x13". 16/1 Quality. Unhemmed.

**346409, Towel, Terry, Bleached, White, 24"x48"** (Phoenix) Towel, Terry Cloth, Bleached White. 16/1 Quality. 100% cotton or 86/14 cotton/poly, 11 oz./sq. yd., Minimum 25" W x 49"L. Unhemmed. 8 pounds per dozen.

**348185, Toweling, Continuous Multi-Purpose, White, W56"/57"** (Phoenix) 100% Cotton. Weight: 7 oz (+/- 5%) per square yard. 10/1 Quality Width: 56"/57" or 2 selvages hemmed-no cut marks-18". Construction: 70x21. Weave: Dobby/Huck. Rolls: 80 yards +/- 5%