

SERVICE PURCHASE CONTRACT

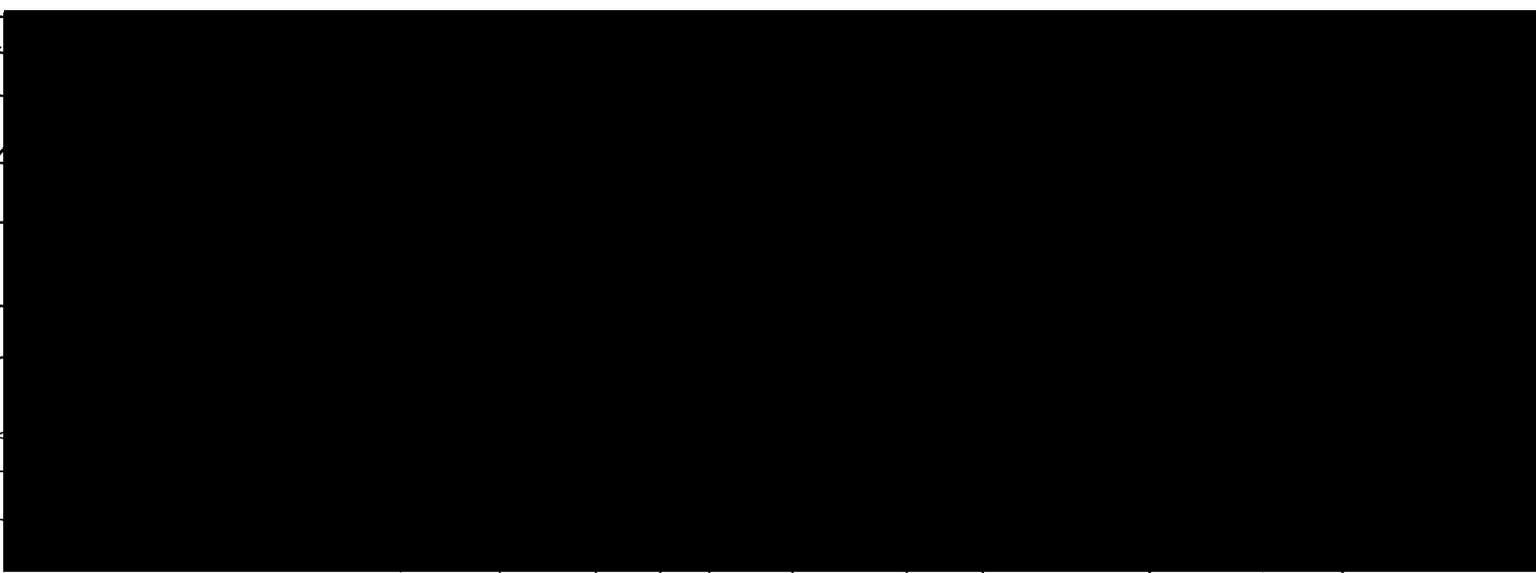
ICS: 310 320

ISSUING OFFICE		CONTRACTOR'S NAME & ADDRESS		SHOW THIS CONTRACT INQUIRY NUMBER ON INVOICE	
Office of the Chancellor Pennsylvania State System of Higher Education Dixon University Center 2986 N. 2 nd Street Harrisburg PA 17110		Hershey Philbin Associates, Inc. 2101 Orchard Road Suite 3 Camp Hill PA 17011		SP #ITQ-PR-03 PROVIDE SERVICE AND BILL TO: Office of the Chancellor Pennsylvania State System of Higher Education Dixon University Center 2986 N. 2 nd Street Harrisburg PA 17110	
CONTRACTING OFFICER PHONE NO. 717-720-4155 Scott Bailey FAX NO. 717-720-4111		CONTACT PERSON PHONE NO. 717-975-2148 Robert Philbin FAX NO.		CONTACT PERSON PHONE NO. 717-720-4061 Tom Gluck FAX NO.	
EFFECTIVE DATE:		CONTRACTOR'S FEDERAL ID NO. OR SOC. SEC. NO.		CONTRACT NOT TO EXCEED:	
EXPIRATION DATE: 8/31/06		[REDACTED]		\$ 1,000,000.00	
		CONTRACTOR'S LICENSE OR REGISTRATION NO.			

SPECIFIED	QUANTITY	UNIT PRICE	TOTAL PRICE
Vendor shall provide Advertising, Public Relations and Marketing Services for the Pennsylvania State System of Higher Education on an as needed basis as described in Attachment #2. Fees and costs shall be billed in accordance with the cost structure listed in Attachment #3. This agreement is a contract against which purchase orders shall be issued the total compensation of which shall not exceed \$1,000,000.00. These goods and services have been competitively bid via ITQ #2004-PR-02 whereby multiple contracts were awarded. This is not an exclusive agreement nor is it a guarantee that the Pennsylvania State System of Higher Education will request the vendor to provide goods or services. This contract may be renewed up to three times in 12-month renewal increments per the terms of ITO #2004-PR-02		Not To Exceed	\$1,000,000.00
		EFFECTIVE DATE OCT 21 2004 OF CONTRACT	
SERVICE CODE:		TOTAL	\$1,000,000.00

In compliance with the contract terms, conditions, and specifications, the undersigned, on behalf of the Contractor, which intends to be legally bound hereby, offers and agrees, to provide the specified services at the price(s) set forth above at the time(s) and point(s) specified. In addition to this document, the following contract terms, conditions, and specifications are a part of the contract:

- Standard Contract Terms and Conditions , STD-274 (Rev. 05/07/04)
- Proposal
- Cost Structure



**STANDARD CONTRACT
TERMS AND CONDITIONS FOR SERVICES**

1. TERM OF CONTRACT

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 fixed by the Contracting Officer after the Contract has been fully executed by the Contractor and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The Contract shall not be a legally binding contract until after the Effective Date is affixed and the fully-executed Contract has been sent to the Contractor. The Contracting Officer shall issue a written Notice to Proceed to the Contractor directing the Contractor to start performance on a date which is on or after the Effective Date. The Contractor shall not start the performance of any work prior to the date set forth in the Notice to Proceed and the Commonwealth shall not be liable to pay the Contractor for any service or work performed or expenses incurred before the date set forth in the Notice to Proceed. No agency employee has the authority to verbally direct the commencement of any work under this Contract. The Commonwealth reserves the right, upon notice to the Contractor, to extend the term of the Contract for up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in Contract coverage and only for the time necessary, up to three (3) months, to enter into a new contract.

2. INDEPENDENT CONTRACTOR

In performing the services required by the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth.

3. COMPLIANCE WITH LAW

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

4. ENVIRONMENTAL PROVISIONS

In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

5. POST-CONSUMER RECYCLED CONTENT

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 in Exhibits A-1 through A-8 to these Standard Contract Terms and Conditions.

6. COMPENSATION/EXPENSES

The Contractor shall be required to perform the specified services at the price(s) quoted in the Contract. All services shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for work performed to the satisfaction of the Commonwealth. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract.

7. INVOICES

Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Contractor shall send an invoice itemized by line item to the address referenced on the purchase order promptly after services are satisfactorily completed. The invoice should include only amounts due under the Contract/purchase order. The purchase order number must be included on all invoices. In addition, the Commonwealth shall have the right to require the Contractor to prepare and

submit a "Work In Progress" sheet that contains, at a minimum, the tasks performed, number of hours, hourly rate, and the purchase order or task order to which it refers.

8. PAYMENT

- 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 "Provide Service and 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.

9. TAXES

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. 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.

10. WARRANTY

The Contractor warrants that 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 services and parts are warranted for a period of one year following completion of performance by the Contractor and acceptance by the Commonwealth. The Contractor shall correct any problem with the service and/or replace any defective part with a part of equivalent or superior quality without any additional cost to the Commonwealth.

11. PATENT, COPYRIGHT, AND TRADEMARK INDEMNITY

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.

12. OWNERSHIP RIGHTS

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.

13. ASSIGNMENT OF ANTITRUST CLAIMS

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.

14. HOLD HARMLESS PROVISION

The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract and shall, at the request of the Commonwealth, defend any and all actions brought against the Commonwealth based upon any such claims or demands.

15. AUDIT PROVISIONS

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.

16. DEFAULT

- a. The Commonwealth may, subject to the provisions of Paragraph 17, Force Majeure, 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 Paragraph 18, Termination Provisions) the whole or any part of this Contract for any of the following reasons:
- 1) Failure to begin work within the time specified in the Contract or as otherwise specified;
 - 2) Failure to perform the work with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the Contract terms;
 - 3) Unsatisfactory performance of the work;
 - 4) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
 - 5) Discontinuance of work without approval;
 - 6) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
 - 7) Insolvency or bankruptcy;
 - 8) Assignment made for the benefit of creditors;
 - 9) 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;
 - 10) Failure to protect, to repair, or to make good any damage or injury to property; or
 - 11) Breach of any provision of this Contract.
- b. In the event that the Commonwealth terminates this Contract 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, services 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 services included within the terminated part of the Contract.
- c. If the Contract 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 Issuing Office, such partially completed work, 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 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 work 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 Paragraph 19, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

17. FORCE MAJEURE

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 either to cancel the Contract 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.

18. TERMINATION PROVISIONS

The Commonwealth has the right to terminate this Contract 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 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. 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 this 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 for any appropriations available for that purpose
- c. **TERMINATION FOR CAUSE:** The Commonwealth shall have the right to terminate the Contract for Contractor default under Paragraph 16, Default, upon written notice to the

Contractor. The Commonwealth shall also have the right, upon written notice to the Contractor, to terminate the Contract for other cause as specified in this Contract or by law. If it is later determined that the Commonwealth erred in terminating the Contract for cause, then, at the Commonwealth's discretion, the Contract shall be deemed to have been terminated for convenience under the Subparagraph 18.a.

19. CONTRACT CONTROVERSIES

- 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.
- b. 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.

20. ASSIGNABILITY AND SUBCONTRACTING

- a. Subject to the terms and conditions of this Paragraph 20, 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 maybe 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 b 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.

21. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

During the term of the Contract, the Contractor agrees as follows:

- a. In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under the Contract or any subcontract, the Contractor, subcontractor or any person acting on behalf of the Contractor or subcontractor shall not by reason of gender, race, creed, or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- b. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under the Contract on account of gender, race, creed, or color.
- c. The Contractor and any subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- d. The Contractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- e. The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the contracting officer and the Department of General Services' Bureau of Contract Administration and Business Development for purposes of investigation to ascertain compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting officer or the Bureau of Contract Administration and Business Development.
- f. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.
- g. 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.

22. CONTRACTOR INTEGRITY PROVISIONS

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

- 1) **Confidential information** means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth.
 - 2) **Consent** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this agreement.
 - 3) **Contractor** means the individual or entity that has entered into the Contract with the Commonwealth, including directors, officers, partners, managers, key employees and owners of more than a five percent interest.
 - 4) **Financial interest** means:
 - a) Ownership of more than a five percent interest in any business; or
 - b) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
 - 5) **Gratuity** means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
- b. The Contractor shall maintain the highest standards of integrity in the performance of the Contract and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.
 - c. The Contractor shall not disclose to others any confidential information gained by virtue of the Contract.
 - d. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly, or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Commonwealth.
 - e. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Commonwealth.
 - f. Except with the consent of the Commonwealth, neither the Contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under the Contract except as provided therein.
 - g. Except with the consent of the Commonwealth, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.
 - h. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.
 - i. The Contractor, by execution of the Contract and by the submission of any bills or invoices for payment pursuant thereto, certifies, and represents that he or she has not violated any of these provisions.

- j. The Contractor, upon the inquiry or request of the Inspector General of the Commonwealth or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the Contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents or files of any type or form which refers to or concern the Contract. Such information shall be retained by the Contractor for a period of three years beyond the termination of the Contract unless otherwise provided by law.
- k. For violation of any of the above provisions, the Commonwealth may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another Contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse 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.

23. CONTRACTOR RESPONSIBILITY PROVISIONS

- a. The Contractor certifies, for itself and all its subcontractors, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid, a written explanation of why such certification cannot be made.
- b. The Contractor also certifies, that as of the date of its execution of this Bid/Contract, it has no tax liabilities or other Commonwealth obligations.
- c. 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 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.
- d. 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.
- e. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- f. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the internet at <http://www.dgs.state.pa.us> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125

Telephone No. (717) 783-6472
FAX No. (717) 787-9138

24. AMERICANS WITH DISABILITIES ACT

- a. 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 it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
- b. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of subparagraph a above.

25. HAZARDOUS SUBSTANCES

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 4 Pa. Code Section 301.1 et seq.

- a. Labeling. The Contractor shall insure 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 Paragraph (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.

26. COVENANT AGAINST CONTINGENT FEES

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.

27. APPLICABLE LAW

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.

28. INTEGRATION

The Contract, including all referenced documents, 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. All such amendments will be made using the appropriate Commonwealth form.

29. CHANGE ORDERS

The Commonwealth reserves the right to issue change orders 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 order shall be in writing signed by the Contracting Officer. The change order shall be effective as of the date appearing on the change order, unless the change order 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 under any change order shall be handled through Paragraph 19, "Contract Controversies".

For purposes of this Contract, "change order" is defined as a written order signed by the Contracting Officer directing the Contractor to make changes authorized under this clause.

**EXHIBIT A-1
 CONSTRUCTION PRODUCTS
 RECYCLED CONTENT**

(A) REQUIREMENT

All construction products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Construction Products	Material	% of Post-Consumer Materials	% of Total Recovered Materials
Structural Fiberboard	Recovered Materials	-	80
Laminated Paperboard	Post-consumer Paper	100	-
Rock Wool Insulation	Slag	-	75
Fiberglass Insulation	Glass Cullet	-	20
Cellulose Insulation (loose-fill and spray-on)	Post-consumer Paper	75	-
Perlite Composite Board Insulation	Post-consumer Paper	23	-
Plastic Rigid Foam, Polyisocyanurate/ Polyurethane: Rigid Foam Insulation	Recovered Material	-	9
Foam-in-Place Insulation	Recovered Material	-	5
Glass Fiber Reinforced Insulation	Recovered Material	-	6
Phenolic Rigid Foam Insulation	Recovered Material	-	5
Floor Tiles (heavy duty/commercial use)	Rubber	90	-
	Plastic	-	90
Patio Blocks	Rubber or Rubber Blends	90	-
	Plastic or Plastic Blends	-	90
Polyester Carpet Fiber Face	Polyethylene terephthalate (PET) resin	25	-
Latex Paint: --Consolidated ¹ --Reprocessed ² ----White, Off-White, Pastel Colors ----Grey, Brown, Earthtones, and Other Dark Colors	Recovered Material	100	-
	Recovered Material	20	-
	Recovered Material	50	-
Shower and Restroom Dividers/Partitions:	Plastic	20	-
	Steel ⁴	16	9
		67	33
Carpet Cushion: --Bonded Polyurethane --Jute --Synthetic Fibers --Rubber	Old Carpet Cushion	15	-
	Burlap	40	-
	Carpet Fabrication Scrap	-	100
	Tire Rubber	60	-
Railroad Grade Crossing Surfaces --Concrete --Rubber ³ --Steel ⁴	Coal Fly Ash	-	15
	Tire Rubber	-	85
	Steel	16	9
		67	33

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

¹ Consolidated latex paint used for covering graffiti, where color and consistency of performance are not primary concerns.

² Reprocessed latex paint used for interior and exterior architectural applications such as wallboard, ceiling, and trim; gutterboards; and concrete, stucco, masonry, wood, and metal surfaces.

³The recommended recovered materials content for rubber railroad grade crossing surfaces are based on the weight of the raw materials, exclusive of any additives such as binders or additives

⁴ The recommended recovered materials content levels for steel in this table reflect the fact that the designated items can be made from steel manufactured from either a Basic Oxygen Furnace (BOF) or an Electric Arc Furnace (EAF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel. Steel from the EAF process contains a total of 100% recovered steel, of which 67% is post-consumer.

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the construction product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the construction product(s), to provide the Commonwealth with documentary evidence that the construction product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

**EXHIBIT A-2
VEHICULAR PRODUCTS
RECYCLED CONTENT**

(A) **REQUIREMENT**

All vehicular products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Vehicular Product	Requirements
Re-Refined Oil	25% re-refined oil base stock for engine lubricating oils, hydraulic fluids, and gear oils.

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

"Re-refined oil" is oil that is manufactured with a minimum of twenty-five percent basestock made from used oil that has been recovered and processed to make it reusable as oil. Once the oil has been refined, no difference can be detected between re-refined and virgin oil.

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the vehicular product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE REFERENCED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the vehicular product(s), to provide the Commonwealth with documentary evidence that the vehicular product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

**EXHIBIT A-3
 PAPER PRODUCTS
 RECYCLED CONTENT**

(A) **REQUIREMENT**

All paper offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer content as shown below for the applicable products:

Item	Notes	Post-Consumer Content (%)
Printing and Writing Papers		
Reprographic	Business papers such as bond, electrostatic, copy, mimeo, duplicator and reproduction	30
Offset	Used for book publishing, commercial printing, direct mail, technical documents, and manuals	30
Tablet	Office paper such as note pads and notebooks	30
Forms bond	Bond type papers used for business forms such as continuous, cash register, sales book, unit sets, and computer printout, excluding carbonless	30
Envelope	Wove Kraft, white and colored (including manila) Kraft, unbleached Excludes custom envelopes	30 10 10
Cotton fiber	High-quality papers used for stationery, invitations, currency, ledgers, maps, and other specialty items	30
Text and cover	Premium papers used for cover stock, books, and stationery and matching envelopes	30
Supercalendered	Groundwood paper used for advertising and mail order inserts, catalogs, and some magazines	10
Machine finished groundwood	Groundwood paper used in magazines and catalogs	10
Papeteries	Used for invitations and greeting cards	30
Check safety	Used in the manufacture of commercial and government checks	10
Coated	Used for annual reports, posters, brochures, and magazines. Have gloss, dull, or matte finishes	10
Carbonless	Used for multiple-impact copy forms	30
File folders	Manila or colored	30
Dyed filing products	Used for multicolored hanging folders and wallet files	20
Index and card stock	Used for index cards and postcards	20
Pressboard	High-strength paperboard used in binders and report covers	20

Tags and tickets	Used for toll and lottery tickets, licenses, and identification and tabulating cards	20
Newsprint		
Newsprint	Groundwood paper used in newspapers	20
Commercial Sanitary Tissue Products		
Bathroom tissue	Used in rolls or sheets	20
Paper towels	Used in rolls or sheets	40
Paper napkins	Used in food service applications	30
Facial tissue	Used for personal care	10
General-purpose industrial wipers	Used in cleaning and wiping applications	40
Paperboard and Packaging Products		
Corrugated containers (<300 psi) (300 psi)	Used for packaging and shipping a variety of goods	25 25 40
Solid fiber boxes	Used for specialized packaging needs such as dynamite packaging and army ration boxes	40
Folding cartons	Used to package a wide variety of foods, household products, cosmetics, pharmaceuticals, detergent, and hardware	40
Industrial paperboard	Used to create tubes, cores, cans and drums	45
Miscellaneous	Includes "chipboard" pad backings, book covers, covered binders, mailing tubes, game boards, and puzzles	75
Padded mailers	Made from kraft paper that is usually brown but can be bleached white	5
Carrierboard	A type of folding carton designed for multipack beverage cartons	10
Brown papers	Used for bags and wrapping paper	5
Miscellaneous Paper Products		
Tray liners	Used to line food service trays. Often contain printed information.	50

"Post-consumer" content is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer content is part of the broader category of recovered material."

The Commonwealth of Pennsylvania recognizes that paper products are universally made with scrap material recovered from the manufacturing process; use of such materials is a standard practice, both efficient and economical for the paper maker; therefore, bidders of paper products need not certify that their products are made with "pre-consumer," "recovered," or "secondary" paper fiber.

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the paper product(s) which the bidder is offering contains the required minimum percentage of post-consumer content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a mill certification must be completed and signed by the mill before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the paper product(s), to provide the Commonwealth with documentary evidence that the paper product(s) were in fact produced with the required minimum percentage of post-consumer content.

**EXHIBIT A-4
 LANDSCAPING PRODUCTS
 RECYCLED CONTENT**

(A) REQUIREMENT

All landscaping products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Landscaping Products	Recovered Material Content
Hydraulic Mulch: -----Paper -----Wood/Paper	100% (post-consumer) 100% (total)
Compost Made From Yard Trimmings and/or Food Waste	Purchase or use compost made from yard trimmings, leaves, grass clippings and/or food wastes for applications such as landscaping, seeding of grass or other plants, as nutritious mulch under trees and shrubs, and in erosion control and soil reclamation. DGS further recommends implementing a composting system for these materials when agencies have an adequate volume and sufficient space.
Garden Hose: -----Rubber and/or Plastic Soaker Hose: -----Rubber and/or Plastic	60% (post-consumer) 60% (post-consumer)
Lawn and Garden Edging: -----Rubber and/or Plastic	30% (post-consumer)/30-100% (total)
Landscaping Timber and Posts: -----HDPE -----Mixed Plastics/Sawdust -----HDPE/Fiberglass -----Other mixed Resins	25% (post-consumer) + 50% (recovered) 50% (post-consumer) + 50% (recovered) 75% (post-consumer) + 20% (recovered) 50% (post-consumer) + 45% (recovered)

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

(B) BIDDER'S CERTIFICATION

Bidder certifies that the landscaping product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) MANUFACTURER/MILL CERTIFICATION

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) ENFORCEMENT

Awarded bidders may be required, after delivery of the landscaping product(s), to provide the Commonwealth with documentary evidence that the landscaping product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

**EXHIBIT A-5
 MISCELLANEOUS PRODUCTS
 RECYCLED CONTENT**

(A) REQUIREMENT

All miscellaneous products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Miscellaneous Products	Recovered Material Content
Awards and Plaques -----Glass -----Wood -----Paper -----Plastic and Plastic/Wood Composites	75% (post-consumer) + 25% (recovered) 100% (total) 40% (post-consumer) 50% (post-consumer) + 45% (recovered)
Industrial Drums -----Steel ¹ -----Plastic (HDPE) -----Fiber (paper)	16% (post-consumer) + 9% (recovered) 30% (post-consumer) 100% (post-consumer)
Mats -----Rubber -----Plastic -----Rubber/Plastic Composite	75% (post-consumer) + 10% (recovered) 10% (post-consumer) + 90% (recovered) 100% (post-consumer)
Pallets -----Wood -----Plastic -----Thermoformed -----Paperboard	95% (post-consumer) 100% (post-consumer) 25% (post-consumer) 50% (post-consumer)
Signage -----Plastic -----Aluminum -----Plastic Sign Posts/Supports -----Steel Sign Posts/Supports ²	80% (post-consumer) 25% (post-consumer) 80% (post-consumer) 16% (post-consumer) + 9% (recovered) 67% (post-consumer) + 33% (recovered)
Sorbents -----Paper -----Textiles -----Plastics -----Wood ³ -----Other Organics/Multimaterials ⁴	90% (post-consumer) + 10% (recovered) 95% (post-consumer) 25% (total) 100% (total) 100% (total)
Manual-Grade Strapping -----Polyester -----Polypropylene -----Steel ²	50% (post-consumer) 10% (total) 16% (post-consumer) + 9% (recovered) 67% (post-consumer) + 33% (recovered)

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

¹Steel used in steel drums is manufactured using the Basic Oxygen Furnace (BOF) process, which contains 25-30% total recovered material, of which 16% is post-consumer steel. Steel used in manual-grade strapping is manufactured using either the BOF process or the Electric Arc Furnace (EAF) process, which contains 100% total recovered materials, of which 67% is post-consumer steel.

² The recommended recovered materials content levels for steel in this table reflect the fact that the designated items can be made from steel manufactured in either a Basic Oxygen Furnace (BOF) or an Electric Arc Furnace (EAF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel. Steel from the EAF process contains a total of 100% recovered steel, of which 67% is post-consumer.

³ "Wood" includes materials such as sawdust and lumber mill trimmings.

⁴ Examples of other organics include, but are not limited to, peanut hulls and corn stover. An example of multimaterial sorbents would include, but not be limited to, a polymer and cellulose fiber combination.

² The recommended recovered materials content levels for steel in this table reflect the fact that the designated items can be made from steel manufactured in either a Basic Oxygen Furnace (BOF) or an Electric Arc Furnace (EAF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel. Steel from the EAF process contains a total of 100% recovered steel, of which 67% is post-consumer.

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the miscellaneous product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the miscellaneous product(s), to provide the Commonwealth with documentary evidence that the miscellaneous product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

**EXHIBIT A-6
 NONPAPER OFFICE PRODUCTS
 RECYCLED CONTENT**

(A) REQUIREMENT

All nonpaper office products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Nonpaper Office Product	Recovered Material Content
Recycling Containers and Waste Receptacles: -----Plastic -----Steel ¹ -----Paper -----Corrugated -----Solid Fiber Boxes -----Industrial Paperboard	20% (post-consumer) 16% (post-consumer) + 9% (recovered) 25% (post-consumer) 40% (post-consumer) 40% (post-consumer) + 60% (recovered)
Plastic Desktop Accessories (polystyrene) including desk organizers, sorters, and trays, and memo, note, and pencil holders.	25% (post-consumer)
Binders: -----Plastic-Covered -----Paper-Covered -----Pressboard -----Solid Plastic -----HDPE -----PE -----PET -----Misc. Plastics	25% 75% (post-consumer) + 15% (recovered) 20% (post-consumer) + 30% (recovered) 90% (post-consumer) 30% (post-consumer) 100% (post-consumer) 80% (post-consumer)
Trash Bags (plastic)	10% (post-consumer)
Toner Cartridges	Return used toner cartridges for remanufacturing and reuse or purchase a remanufactured or recycled-content replacement cartridge.
Printer Ribbons	Procure printer ribbon reinking or reloading services or procure reinked or reloaded printer ribbons.
Plastic Envelopes	25% (post-consumer)
Plastic Clipboards: -----HDPE -----PS -----Misc. Plastics	90% (post-consumer) 50% (post-consumer) 15% (post-consumer)
Plastic File Folders -----HDPE	90% (post-consumer)
Plastic Clip Portfolios -----HDPE	90% (post-consumer)
Plastic Presentation Folders -----HDPE	90% (post-consumer)

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

¹ The recommended recovered materials content levels for steel in this table reflect the fact that the designated item is made from steel manufactured from in a Basic Oxygen Furnace (BOF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel.

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the nonpaper office products which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the paper, to provide the Commonwealth with documentary evidence that the nonpaper office product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

**EXHIBIT A-7
 PARK & RECREATION PRODUCTS
 RECYCLED CONTENT**

(A) REQUIREMENT

All park and recreation products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Park & Recreation Product	Recovered Material Content¹
Park Benches & Picnic Tables: -----Plastic ² -----Plastic Composites -----Aluminum -----Concrete -----Steel ³	90% (post-consumer) + 10% (recovered) 50% (post-consumer) + 50% (recovered) 25% (post-consumer) 15% (total) 16% (post-consumer) + 9% (recovered) 67% (post-consumer) + 33% (recovered)
Plastic Fencing for Specified Uses ⁴	60% (post-consumer) + 30% (recovered)
Playground Equipment -----Plastic ³ -----Plastic Composites -----Steel ⁴ -----Aluminum	90% (post-consumer) + 10% (recovered) 50% (post-consumer) + 45% (recovered) 16% (post-consumer) + 9% (recovered) 67% (post-consumer) + 33% (recovered) 25% (post-consumer)
Playground Surfaces: -----Plastic or Rubber	90% (post-consumer)
Running Tracks: -----Plastic or Rubber	90% (post-consumer)

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

(B) BIDDER'S CERTIFICATION

Bidder certifies that the park and recreational product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) MANUFACTURER/MILL CERTIFICATION

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) ENFORCEMENT

Awarded bidders may be required, after delivery of the park and recreational product(s), to provide the Commonwealth with documentary evidence that the park and recreational product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

¹ The recommended recovered materials content levels are based on the dry weight of the raw materials, exclusive of any additives such as adhesives, binders, or coloring agents.

² "Plastic" includes both single and mixed plastic resins. Park benches and picnic tables made with recovered plastic may also contain other recovered materials such as sawdust, wood, or fiberglass. The percentage of these materials contained in the product would also count toward the recovered materials content level of the item.

³ The recommended recovered materials content levels for steel in this table reflect the fact that the designated items can be made from steel manufactured from either a Basic Oxygen Furnace (BOF) or an Electric Arc Furnace (AF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel. Steel from the EAF process contains a total of 100% recovered steel, of which 67% is post-consumer.

⁴ Designation includes fencing containing recovered plastic for use in controlling snow or sand drifting and as a warning/safety barrier in construction or other applications.

**EXHIBIT A-8
 TRANSPORTATION PRODUCTS
 RECYCLED CONTENT**

(A) REQUIREMENT

All transportation products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Transportation Products	Recovered Material Content¹
Traffic Cones: -----Plastic (PVC and LDPE) -----Crumb Rubber	50% (recovered) 50% (recovered)
Traffic Barricades (type I and II only): -----Plastic (HDPE, LDPE, PET) -----Steel ² -----Fiberglass	80% (post-consumer) + 20% (recovered) 16% (post-consumer) + 9% (recovered) 67% (post-consumer) + 33% (recovered) 100% (recovered)
Parking Stops: -----Plastic and/or Rubber -----Concrete Containing Coal Fly Ash -----Concrete Containing Ground Granulated Blast Furnace Slag	100% (recovered) 20% (recovered) 15% when used as a partial cement replacement as an admixture in concrete. 25% (recovered)
Traffic Control Devices: -----Channelizers: -----Plastic -----Rubber (base only) -----Delineators: -----Plastic -----Rubber (base only) -----Steel (base only) ² -----Flexible Delineators	25% (post-consumer) 100% (post-consumer) 25% (post-consumer) 100% (post-consumer) 16% (post-consumer) + 9% (recovered) 67% (post-consumer) + 33% (recovered) 25% (post-consumer)

“Post-consumer” material is “material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material.”

“Recovered Materials” refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

(B) BIDDER'S CERTIFICATION

Bidder certifies that the transportation product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) MANUFACTURER/MILL CERTIFICATION

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) ENFORCEMENT

Awarded bidders may be required, after delivery of the transportation product(s), to provide the Commonwealth with documentary evidence that the transportation product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

¹ Content levels are based on the dry weight of the raw materials, exclusive of any additives such as adhesives, binders, or coloring agents.

² The recommended recovered materials content levels for steel in this table reflect the fact that the designated items can be made from steel manufactured from either a Basic Oxygen Furnace (BOF) or an Electric Arc Furnace (EAF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel. Steel from the EAF process contains a total of 100% recovered steel, of which 67% is post-consumer.

MANUFACTURER/MILL CERTIFICATION

(To be submitted with invoice for each order)

TO BE COMPLETED BY MANUFACTURER/MILL:

NAME OF MANUFACTURER/MILL: _____

ADDRESS OF MANUFACTURER/MILL: _____

FEDERAL EMPLOYER I.D. NO.: _____

CONTRACT OR REQUISITION NO. _____

NAME OF CONTRACTOR: _____

ADDRESS OF CONTRACTOR: _____

Type of product(s) which the manufacturer/mill furnished to the contractor: _____

CERTIFICATION: I, the undersigned officer of the above-named manufacturer/mill, do hereby certify that I am authorized to provide this certification on behalf of the above-named manufacturer/mill and that the type of product(s) listed above which my company furnished to the contractor named above for the referenced contract or purchase requisition, contained not less than _____% post-consumer materials and _____% recovered materials as those terms are defined in the invitation for bids. I understand that this document is subject to the provisions of the Unsworn Falsification of Authorities Act (18 P.S. Section 4904).

Signature

Name of Signatory

Title

Date

APPENDIX A
PROPOSAL COVER PAGE

On behalf of the firm listed below, the undersigned binds the firm to the provisions in its proposal and warrants that its proposal shall remain valid for at least 90 days.

Hershey Philbin Associates, Inc.
Name of Firm

Robert Philbin
Contact Person

President & CEO
Title

2101 Orchard Road, Suite 3
Camp Hill, PA 17011
Address

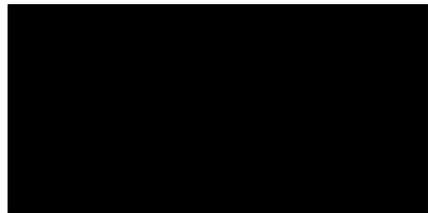
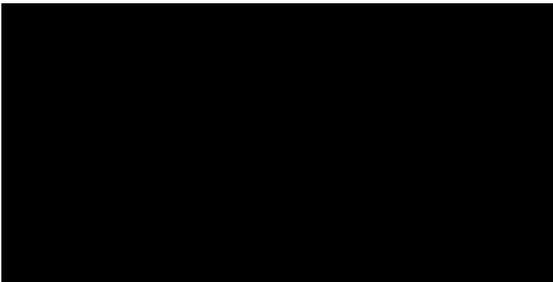
(717) 975-2148
Telephone

(717) 975-2152
Fax

rphilbin@hersheyphilbin.com
Email

hersheyphilbin.com
website

Minority Business Enterprise: NO



Part IV

IV-1. Statement of Qualifications

1. Comparable Business References

Harrisburg Urban Studio

Project Goal:

To launch a program similar to the Rural Studio pioneered at Auburn University where architectural students learn their trade by designing and building structures in some of the most economically depressed areas of rural Alabama. The Harrisburg Urban Studio would function as a catalyst and learning center for architectural students from Penn State University, Temple University, Carnegie-Mellon University, Lehigh University, Auburn University, and Harrisburg Area Community College.

Our Solution:

Hershey Philbin Associates successfully promoted and coordinated the showing of *The Rural Studio* film on public television station WITF and a one-hour panel discussion led by Mayor Steven Reed of Harrisburg which addressed the need for a link between architectural education and rehabilitation of the urban environment. The natural progression of this theme was the announcement of the Mayor's Urban Initiative in Harrisburg, a sweeping program designed to address a range of problems affecting the central Pennsylvania city.

Working closely with Guy Beneventano - chairperson of the Harrisburg Urban Initiative, Mayor Steven Reed, and Bruce Lindsey - head of the Auburn University School of Architecture, Hershey Philbin Associates' senior partner Bob Philbin initiated and developed a number of function-specific committees, including communications professionals, architects, contractors, engineers and construction product manufacturers which will mentor students involved in the Harrisburg Urban Studio.

Success:

The campaign, ongoing, has successfully created awareness of the Harrisburg Urban Studio as well as developed interest in creating similar programs in other central Pennsylvania cities, most notably Lancaster and York.

Contact:

Guy Beneventano
Nauman, Smith Shissler & Hall
200 North 3rd Street
Harrisburg, PA 17102
(717) 236-3010

Harrisburg Family Practice Residency Program at Pinnacle Health

Project Goal:

Increase quality and quantity of medical school applicants to the residency program.

Our Solution:

Hershey Philbin Associates conducted research to determine the perception of the resident recruitment process and identify barriers to meeting their marketing objectives. Focus group research and analysis of secondary research data indicated multiple misconceptions about the program.

Working with the program director, HPA developed a new, stronger positioning of the program. This positioning along with the results of the research were used to develop a comprehensive marketing communications plan designed to solve their communications problems.

The plan consisted of branding the residency program and intensive public relations, advertising and Internet marketing. Each element was integrated with the others to create a consistent, and uniform identity for the organization.

Success:

The program was an immediate success. The long term objectives of the strategy will greatly impact the health care environment of central Pennsylvania by attracting and keeping the best possible medical doctors in the area.

Contact:

Ellen Smith, M.D.
Department Chair & Director of Education
Pinnacle Health
205 S. Front Street
P.O. Box 8700
Harrisburg, PA 17105-8700
(717) 231-8650

Hanover Hospital & Hanover HealthCare Plus

Project Goal:

Develop and strengthen brand positioning of hospital in markets where market share was being encroached by new competition.

Our Solution:

Over the course of this multi-year, consumer-social campaign, Hershey Philbin Associates developed a comprehensive marketing strategy to re-brand this important central Pennsylvania health care services provider and completely revised its approach to marketing as well as its positioning in the community.

Hershey Philbin Associates created new branding for the hospital and repositioned it as the most expert provider in several areas of critical health care services. Our market research specialists conducted extensive quantitative and qualitative research including focus groups and a telephone survey. The research was analyzed and used to develop a comprehensive marketing strategy and three phased, multi-media campaign to introduce Hanover HealthCare Plus, a new health system.

HPA launched a campaign to position the client as the principal provider of specialized health care services across a variety of community demographics. Within 90 days, the institution was marketing professionally and positioned across the entire community as the primary provider of "Health Care At Its Best, Right Here At Home."

Success:

As a result, the hospital has been able to maintain the loyalty of its market and increase awareness in specific service lines. The campaign also demonstrated the secondary effect of positively impacting staff and organizational morale.

Contact:

William Walb, CEO
Hanover Hospital
300 Highland Avenue
Hanover, PA 17331
(800) 673-2426

Carlisle SynTec

Project Goal:

Reposition this Fortune 500 international manufacturer of industrial roofing products as the leading supplier of single-ply roofing systems. In addition to differentiating Carlisle SynTec from other commercial roofing manufacturers, a branding and positioning strategy was needed to generate awareness and visibility within niche markets including schools and universities, warehouses, correctional facilities and shopping centers.

Our Solution:

Hershey Philbin Associates has been the agency of record for Carlisle SynTec for over 20 years. As market shifts occurred in the national roofing industry, the agency consulted with the client to reposition its products and services to meet the changing demands of the market.

In addition to repositioning corporate branding, HPA re-branded the client's varied individual product lines.

The agency worked with Carlisle SynTec to develop a repositioning and branding plan. National advertising was developed along with a direct mail campaign. HPA redesigned sales support materials to reinforce the new branding. Extensive public relations activities were executed with particular emphasis on niche markets with a high growth potential such as the education market. Building on the media relationships already developed, HPA was successful in obtaining widespread editorial coverage which included product reviews and feature articles.

Success:

The net result of HPA's integrated marketing communications approach was real bottom line impact. Can enhanced image, higher profile and a more receptive climate for increased sales. Today, Carlisle SynTec is known industry-wide as the leader in single-ply roofing systems and experiences a consistent increase in revenues with eight billion square feet of membrane sold to date and more than 200,000 projects completed across a wide variety of niche markets.

Contact:

Mari Killian
Director of Advertising Services

Carlisle SynTec Incorporated
1285 Ritner Highway
P.O. Box 7000
Carlisle, PA 17013
(717) 245-7000

- IV-1. 2. Give a description of your organization and a history of the past year's business. Show individuals' general roles and responsibilities within your organization.

Organization and Staff Assets

Hershey Philbin Associates has in-house expertise in a full range of marketing disciplines, from advertising to public relations, Internet marketing and market research. Three partners oversee the various agency departments, professionals and support staff to ensure complete integration of these services for each client.

Our Ateam approach to client service means, based on client needs, an experienced team of marketing professionals will be assigned to work closely with the State System of Higher Education (hereafter referred to as the State System). These professionals may include experts in public relations, advertising, market research or web design. An agency partner will directly oversee the State System account and be fully accessible at all times. Located in Camp Hill, agency staff can respond to the State System needs efficiently and promptly.

The team outlined in this proposal has extensive experience in all facets of marketing required to successfully accomplish the State System's mission and programs. Hershey Philbin Associates has successfully accomplished the objectives of a wide range of marketing situations in a variety of private, business, public and educational arenas. Their experience includes large, multi-million dollar corporations, non-profit organizations and governmental agencies as well as private and public educational institutions.

Following is a list of the key personnel who will contribute to meeting the State System's needs as part of this proposal.

Biographies of Key Personnel

Robert J. Philbin

Robert Philbin will be the Senior Account Supervisor for the State System. Mr.

Philbin is the CEO and Senior Partner of Hershey Philbin Associates, Inc. With more than 25 years of executive experience, Mr. Philbin has won numerous awards for advertising and marketing excellence. He is known as a strategic planner and multi-task force leader, able to pull together diverse projects, disciplines and talents and integrate them into a cohesive, goal oriented, successful communications program.

Mr. Philbin directed research, development and execution of an international advertising, public relations and Internet based marketing communications campaign to launch the Hershey Foods International Division in Europe, the Middle East and South America. He was also responsible for directing research, advertising, public relations and Internet activities for the development of Hershey Foods Corporation's Foodservice Division, an organization with \$500 million in annual sales. He has worked with hundreds of public and private clients in an array of marketing environments and situations.

Mr. Philbin was educated at Dickinson College, The Pennsylvania State University and Temple University and was awarded A.S. (magna cum laude) and B. Hum. (magna cum laude) degrees. He has written and lectured on a number of aspects related to strategic social marketing and communications. Most recently, he authored, "How to Integrate Strategic Marketing Disciplines into the Large Law Firm," published in *The Legal Intelligencer*, Philadelphia, PA, June 2001. He has lectured on marketing subjects at Lebanon Valley College and Franklin & Marshall College.

Additionally, Mr. Philbin is a highly decorated combat Veteran who served with the 3rd U.S. Army Rangers at the U.S. Infantry Center in Ft. Benning, GA., where he taught Counter Insurgency and Psychological Warfare. He later served with the 173rd Airborne Brigade in the Republic of South Vietnam, as a platoon leader, company commander and staff operations officer. He received 12 combat citations for valor, including two Purple Hearts.

As Senior Account Supervisor, Mr. Philbin will oversee the activities for the State System. He will lead all strategic planning for the agency and will supervise creative development.

Scott Hershey

Scott Hershey is Creative Director and Senior Partner of Hershey Philbin Associates. Mr. Hershey heads the creative department of the company, developing hard-hitting graphics and creative strategies for an extensive list of prominent national and international clients. With over 30 years of graphic communications experience, Mr. Hershey has won national awards for his work in advertising, package development and corporate identity campaigns from

Advertising Age Magazine and *Communications Arts*. He received his teaching degree in Vocational Education from The Pennsylvania State University and has taught commercial art at the Cumberland Perry Vo-Tech School.

As Creative Director, Mr. Hershey will be responsible for the creative art direction of the State System's campaigns. He will work closely with the art department to ensure quality and cost-effective production of all projects.

Victoria Radabaugh

Victoria Radabaugh will serve as the Senior Account Executive. As Executive Vice President and Partner of Hershey Philbin Associates, Inc., she has 20 years of experience in all aspects of marketing communications including strategic planning, media analysis and market research. Ms. Radabaugh has extensive experience in a variety of health care, long term care and institutional marketing environments. She also developed and executed marketing strategies for many non-profit organizations including Harrisburg Symphony Orchestra, Pennsylvania Medical Society, Pennsylvania Dairy Promotions, Allied Arts Fund and The Breast Health Coalition. Ms. Radabaugh has directed a variety of feasibility studies as well as extensive market research in various parts of the state. She received her education at George Mason University.

With extensive account management experience, Ms. Radabaugh is proficient in managing accounts with budgets up to several million dollars. Her experience includes consumer, business-to-business and government markets.

Previously, Ms. Radabaugh was Director of Marketing for GTSI, an international firm which sells high technology products to Federal, State and Local governments. There she had oversight of all advertising and marketing communications projects with budgets exceeding \$3 million per year. Her marketing strategies and tactics helped increase annual sales in the government market from \$5 million to \$500 million in just seven years. Currently, Ms. Radabaugh serves on the Board of Directors of the Central Pennsylvania Association of Health Care Planning and Marketing, and volunteers her time to the Northern York County Youth Aid Panel.

As senior account executive, Ms. Radabaugh will manage the day-to-day activities of the State System account and will be the key contact executive for client services. She will also lead any research conducted on behalf of the State System and will direct media strategy and planning.

Linda Rhinehart

Linda Rhinehart is Vice President of Government Relations for Hershey Philbin Associates. Ms. Rhinehart is a registered Lobbyist who has coordinated

education related issues for clients before the Pennsylvania General Assembly, the Administration and State agencies such as the Pennsylvania Department of Community and Economic Development (DCED) and the Department of Education. During 1997-1998, Ms. Rhinehart was assigned by a high-tech manufacturer with the duty to research, facilitate and develop a business plan for a corporate sponsored charter school.

Ms. Rhinehart has worked with the Department of Community and Economic Development, Penn State University and Lehigh University on behalf of a high-tech computerized component manufacturer to develop a AUniversity Partnership Program. The program was a partnership arrangement between the State and the universities to develop specific programs to instruct students on research and development for the high-tech industry. Although this effort was partially fueled by the state's ABrain-Drain Initiative, the presentations on this effort were made to the boards of the Governor's Action Team, the Pennsylvania Technology Investment Authority (PTIA) and Team Pennsylvania. The concept was to raise the bar on research and development allowing Pennsylvania to compete nationally with other states and internationally with other countries.

Ms. Rhinehart also worked with DCED's Customized Job Training (CJT) program on a quarterly basis. This effort involved Montgomery College and an automotive facility in Northeast Pennsylvania.

Ms. Rhinehart worked as a grassroots consultant for the Education Finance Council in Washington, D.C. The Education Finance Council (EFC) represents major universities and student loan organizations across the country, including the Pennsylvania Higher Education Assistance Agency (PHEAA). The purpose of EFC is to ensure that students can find the money needed to attend college. Ms. Rhinehart coordinated a nation-wide grassroots advocacy campaign on behalf of the universities before the U.S. House and Senate. She managed Washington lobby days and briefings with Members of Congress and Capitol Hill staffers to influence legislation relating to financing higher-education. Ms. Rhinehart created the campaign information materials and coordinated the creation of an interactive website for EFC members to contact financial institutions and Members of Congress.

Ms. Rhinehart will provide account support and facilitate and coordinate planning meetings.

Karen S. Gross

Karen S. Gross is the Public Relations Account Executive for this project. Ms. Gross, Vice President of Public Relations for Hershey Philbin Associates, is a highly gifted public relations practitioner with experience executing successful multi-media public relations, educational and informational programs for regional, national and international clients. Her innovative, creative approach to a variety of projects has shaped and influenced behavior and opinion for a diverse portfolio of clients in the healthcare, construction, legal services and retail food environments.

Specifically, Ms. Gross has extensive experience organizing press conferences; launching events, products, services and solutions; coordinating committees to effectively and efficiently achieve objectives; utilizing the Internet to maximize visibility; and executing other public relations tactics strategically to reach and influence target audiences.

Her success in the educational arena includes raising the awareness of Mount Saint Mary's College and Seminary by coordinating and executing major special events that obtained national media coverage and raised nearly \$100,000 for the institution. She also served as an admissions representative for Southeastern Academy, where she was responsible for marketing the institution to high school students in Pennsylvania, Maryland and Washington D.C.

Additionally, Ms. Gross has experience representing Wall Street and Silicon Alley companies in the financial service and high technology industries. She provides skillful counsel in day to day support of strategic client objectives and is successful reaching diverse audiences working closely with an array of opinion-shaping media including *CNN*, *The New York Times*, *The Wall Street Journal* and *Dow Jones* as well as dozens of leading Pennsylvania primary media outlets across the state. Ms. Gross holds a B.A. from the University of Pittsburgh where she majored in communications and minored in public relations and journalism.

Ms. Gross will direct all public relations activities on behalf of the State System. She will develop plans, news stories, write and edit releases, and coordinate approvals and distribution of materials. Ms. Gross will also develop and manage media relations for optimum coverage for the State System.

Brad Faus

Brad Faus is the Vice President of Production Services for Hershey Philbin Associates. A graduate of the Art Institute of Pittsburgh, Mr. Faus has more than 20 years experience in every facet of the production of advertising, collateral and support materials across all media and in diverse marketing arenas around the world. He has directed large, multi-lingual brochure production projects involving multiple printing sources and complex production objectives, and coordinated timely delivery in a variety of markets and conditions. He is expert at

planning the logistics of a project, directing bidding, quoting and estimating, as well as managing the production of projects of all sizes and complexity. Mr. Faus is recognized as one of the leading experts in communications project production management in the state. He takes great pride in assuring that all client projects are delivered on time and on budget.

Mr. Faus will oversee production of all State System printed materials. He will negotiate production costs and manage the production process to produce the highest quality product at the most effective cost. He will be responsible for delivering a quality product on time and on budget.

Greg M. Rogers

Greg Rogers is the Internet Services Coordinator for Hershey Philbin Associates. Mr. Rogers, one of the most creative web innovators in advertising and public relations in central Pennsylvania, coordinates all Internet services for the agency, providing full design, web mastering, technical and web-based communications services. He has developed numerous informative, educational and public relations-oriented websites to accomplish a variety of client communications objectives. He has extensive knowledge of HTML, color reduction/mapping, GIF animation and Java Scripting.

Mr. Rogers oversees the daily production of Hershey Philbin Associates' on-line publications services, as well as daily updates for all client sites. Mr. Rogers is a B.A. Commercial Art graduate of Millersville University. He is the web master of *CapNews Online*, *LawNews Online* and *MedNews Online*, central Pennsylvania's leading web-based professional news source publications.

As webmaster for HPA, Mr. Rogers will coordinate development and management of the State System website with the State System Webmaster. He will be responsible for executing the e-marketing plan.

Support Staff

Additionally, HPA has on staff graphic artists, web programmers, copywriters, media coordinator and administrative support personnel who will provide project services as required in support of the State System activities.

- IV-1. 3. Explain your firm's ability to provide similar types of goods and services described in Part III-2. of this ITQ. Provide information on the depth, breadth, and historical experience your firm has in working with higher education institutions. Organizational data should be included, as well as a comparison to industry averages.

Performance History

Hershey Philbin Associates (HPA) is a full-service integrated marketing communications firm with a 25-year history of successful marketing experience. Our experience crosses virtually every marketing situation and every marketing discipline from research to strategic planning, creative development and production to media analysis, planning and placement of advertising in all media, to innovative public relations and Internet marketing.

Serving clients across the United States including several with international marketing objectives, HPA has built a reputation for applying a strategic approach to the use of marketing communications disciplines to accomplish client objectives. Our marketing recommendations are well thought-out, research-driven and objective-based because we believe the best creative ideas are always founded on strong strategy.

Because we have in-house expertise in a full range of marketing disciplines, from advertising to public relations to Internet marketing, we are experienced in integrating the various elements of marketing communications to make each more effective while bringing continuity to the broader program goals. Our process of niche marketing, segmenting markets and activities under a contiguous program, has proven extremely effective in a variety of marketing environments.

Our average client relationship is 11 years. These long-lasting partnerships are a result of sound strategy, disciplined work, efficient service and effective client communication.

Areas of Experience

Branding

Hershey Philbin Associates has extensive experience in developing and executing branding strategies for international Fortune 500 companies as well as regional and local, profit and non-profit organizations. The agency has extensive experience in the food industry, which was the birthplace of the branding process.

A few clients who have benefited from our successful branding strategies include Hershey Foods International, Hershey Chocolate, Carlisle SynTec, National Frozen Foods, Inc., Brinjac Engineering, and R.H. Sheppard, Inc., as well as, Cedar Cliff High School, Pinnacle Health, and Hanover Hospital.

In developing branding, HPA brings a thorough understanding of the target markets and utilizes all available research to build a strong branding, positioning and communications strategy.

Logo & Trademark Research and Development

HPA has developed logos along with comprehensive corporate identity packages for many clients. We develop this key element of the organization's image based on a thoroughly researched strategy. We have expertise in extending logos to a variety of uses including corporate letterhead, signage, web design and trade show booth design and production. HPA has also developed extensive corporate identity manuals to guide the organizations' use of logo and positioning in the multi-market niche environment. Full legal services support is also provided as needed through use of outside legal counsel.

E-Marketing Planning & Implementation

HPA is the first agency in central Pennsylvania to provide full Internet and web marketing support services to clients; and the agency remains in the forefront of web technology, offering innovative e-marketing services on a custom basis for our various client needs. HPA develops electronic newsletters and news releases, which are disseminated to a targeted list of email contacts using an extensive database custom developed to meet the individual web needs of each client.

Our client experience in e-marketing includes public relations, marketing, market research and web design for such diverse clients as Hershey Foods International, Pennsylvania Medical Society, Pinnacle Health System and Keystone Health Center.

Additionally, HPA publishes electronic magazines reaching niche markets throughout Pennsylvania. *LawNews* is read by thousands of attorneys, clients, elected officials and others interested in the legal system.

MedNews provides weekly updates for the health care and educational audiences throughout the commonwealth, while *CapNews* reaches elected officials, staff, state agencies and the legislature on a weekly basis. These publications have been praised as, Aan innovative use of the Internet for niche communications with enormous reach.

Public Relations Counsel & Implementation

HPA is highly regarded within the marketing community for creative, aggressive and effective public relations services. Our relationship with the media across Pennsylvania is so strong, they often refer clients to us for public relations services. While HPA provides a full range of integrated marketing communications services, the agency is driven by public relations strategic concerns. Every client marketing situation is reviewed from a public relations perspective and strategies, recommendations and budgets are developed with a focus on efficiency and cost effectiveness.

Our public relations services include press relations, lobbying, event management, as well as news releases, press announcements, media relations, press conferences, feature story placement, media alerts, newsletters/e-newsletters, crisis communications and press kits.

In addition to traditional public relations services, HPA provides electronic dissemination of releases to media and includes every release on our website newsroom which is frequented by the national and international press.

All clients represented by HPA receive public relations consultation and services.

Advertising Campaign Research, Planning, Development and Implementation

HPA is staffed and experienced to produce all advertising disciplines, including print, radio, television, outdoor, and Internet/web-based campaigns. The agency is known for its application of strategic planning to the campaign creative development process. We have a proven track record of successful award-winning advertising, based on appropriate research and strategic planning, that has produced hundreds of millions of dollars of revenue for our clients.

More important than winning industry awards, is our record for cost effectively exceeding our client's marketing goals. The case studies in the next section will provide a typical example of our experience in developing and executing successful advertising campaigns.

Creative Concept Development

A marketing strategy, based on an understanding of the target market(s), as well as the uses and benefits of client products and services, lead to the clarification of key messages, which form the foundation of an effective creative campaign. HPA's long history of success in developing effective creative concepts is based on this marketing principal.

Media Relations Planning

Along with HPA's track record in providing professional public relations services to clients, we have built excellent relationships with all types of media. Our vice president of public relations has forged relationships with targeted niche magazines as well as broad consumer-driven publications such as the Wall Street Journal and media across Pennsylvania. Our relationships are built on mutual respect and professionalism. It is these relationships that afford us an

excellent placement record on behalf of our clients. HPA has been invited by various publications to conduct presentations and briefing for editorial staff meetings.

Media Relations is a service provided to all our public relations clients.

Art Direction

Art direction is provided by one of our seasoned creative professionals for all projects produced by HPA including printed material, broadcast, photography and videography. Our skilled creative directors can get to the heart of any message and communicate it with the kind of impact and emotion that generates the behavioral result desired by the client.

Graphic Design & Layout

HPA has a full service art department, which uses state-of-the-art technology in designing and producing advertising, collateral and electronic media. Hershey Philbin Associates has a wealth of experience in all types of design including print advertising, corporate identity (logos), websites, packaging, trade show displays, direct mail, billboards, corporate brochures, interactive CD's and video/television. Our creative department has won national awards from *Advertising Age* and *Communication Arts* and dozens of ADDY awards in a variety of marketing environments.

Photography Services

Depending on the specific and specialized needs of the project, HPA provides photography in-house, using our digital computer technology and staff, or through the use of professional photographers hired for a particular project.

HPA works with a group of qualified photographers around the country and state, each with expertise in various areas. We provide the most effective and efficient photographer for the specific requirements of each project. We have the expertise and the relationships to provide the highest quality photography to meet client needs and budgets.

Copy Writing & Proofreading

HPA provides expert copywriters on your account team. Like the creative concept, the copy platform is developed based on a thorough understanding of your strategy, target audience, product and service benefits and key messages. We have developed copy for all types of media including print advertising, radio, television, websites, brochures and direct mail in a variety of marketing

environments from business-to-business public relations to public service websites. Additionally, we have expertise in developing copy to target many niche markets in the business-to-business and consumer environments.

We pride ourselves on our proofreading process at Hershey Philbin Associates. Every piece written or developed by us is proofread by a minimum of two expert proofreaders.

Audio Production

Hershey Philbin Associates provides creative development, script writing, casting and direction for audio production. Production support is provided by one of several studios we work with depending on the specific requirements of the project.

We have produced audio for radio commercials, multi-media presentations, voice-overs for television commercials and telephone on-hold systems.

Video Production

Like the audio production, all creative development, direction and coordination is done by HPA. We hire professionals to conduct the actual filming and editing using state-of-the-art equipment. HPA oversees and art directs both the filming and editing.

Multi-Media Production

As an integrated communications firm, HPA is well versed in multiple forms of media, presentations and software programs, like *PowerPoint*. HPA integrates these tools to maximize the reach and effectiveness of clients' communications and presentations.

Marketing Collateral Production

HPA has extensive experience in producing collateral materials. We have produced catalogs, displays, banners, signs, direct mail pieces, interactive CD's, newsletters, brochures, sales programs, direct mail campaigns, web support and merchandising materials, and an array of other collateral material.

Our expertise affords clients the highest quality production with maximum cost efficiency.

Market Research

With in-house expertise in market research, HPA can conduct focus groups, interviews, surveys, and feasibility and market studies. Whether conducting primary research or analyzing secondary research, our integrated approach allows us to apply the research to your public relations and marketing communications.

HPA has conducted extensive research throughout Pennsylvania and nationwide including business-to-business, niche market and consumer studies.

Pre-press Production and Printing

HPA works with many different printers throughout Pennsylvania. Our Production Manager has extensive expertise in the printing and production process and can select the printer that will most cost-effectively meet the needs of the specific project.

Experience with Similar Organizations

Hershey Philbin Associates has been working closely with the national medical education community in a variety of projects to help bring a higher quality of health care to Pennsylvania. In order to understand the issues involved, HPA conducted market research and used this data to develop a branding strategy for the Harrisburg Family Residency Program at Pinnacle Health System.

We have developed and are executing an extensive public relations and e-marketing campaign which is successfully attracting a higher quality and quantity of medical students to this important educational program. Our professional consultation and expertise is helping to provide the highest level of family medicine professionals possible for the central Pennsylvania community. We are currently developing similar public relations and web-based communications programs for three other residency programs at teaching institutions in central Pennsylvania.

The agency also has extensive experience in marketing non-profit organizations. We have conducted successful campaigns for a number of hospitals, health care associations, such as the Pennsylvania Medical Society, and various other associations and educational entities. Many of these campaigns include branding and e-marketing. For example, a complete repositioning and branding campaign, supported by advertising and public relations was developed for the Hanover Hospital health care system, positioning the Hanover system as Ahealth care at its best, right here at home. More details of this campaign are reviewed in the case studies below.

The agency continually finds new and innovative ways to apply e-marketing to the communications and marketing goals of our clients. On-line advisory panels, for example, were developed for the Pennsylvania Medical Society to help clarify messages generated to a busy, pressured membership. We use the Internet to obtain valuable information from physicians in order to more clearly define, position and brand the services provided by this 40,000-member professional society.

Individually, the staff of Hershey Philbin Associates brings an array of practical experience applicable to the requirements listed in the ITQ.

Linda Rhinehart, Hershey Philbin Associates vice president, has coordinated education related issues for clients before the Pennsylvania General Assembly, Administration and State agencies such as the Pennsylvania Department of Community and Economic Development (DCED) and the Department of Education. Recently, Ms. Rhinehart worked closely with a high-tech manufacturer and she researched, developed and executed a highly successful business plan for a corporate sponsored charter school in PA.

Ms. Rhinehart has also worked with the Department of Community and Economic Development, The Pennsylvania State University and Lehigh University on behalf of a high-tech computerized component manufacturer to develop the AUniversity Partnership Program -- a partnership between the State and the universities to develop specific programs to provide R&D instruction for students in high technology industries. As part of the state's ABrain-Drain Initiative, presentations were made to the boards of the Governor's Action Team, the Pennsylvania Technology Investment Authority (PTIA), and Team Pennsylvania. The goal is to raise the level of instruction on research and development to help Pennsylvania compete with other states nationally and internationally in the research and development market.

Ms. Rhinehart also worked with DCED's Customized Job Training (CJT) program where she assisted with funding sources for Montgomery College and an automotive facility in Northeast Pennsylvania.

Ms. Rhinehart worked as a grassroots consultant for the Education Finance Council in Washington, D.C. The Education Finance Council (EFC) represents major universities and student loan organizations across the country, this included Pennsylvania Higher Education Assistance Agency (PHEAA). The purpose of EFC is to ensure that students can find the money needed to attend college. Ms. Rhinehart coordinated a nation-wide grassroots advocacy campaigns on behalf of the universities before the U.S. House and Senate. She managed Washington lobby and briefing days with Members of Congress and Capitol Hill staffers to influence legislation relating to financing higher education. Ms. Rhinehart created the campaign information materials and coordinated the creation of an interactive website for EFC members to contact financial institutions and Members of Congress.

Victoria Radabaugh, partner and executive vice president, also has extensive experience working with non-profit and government organizations. As Marketing Director for GTSI, she was responsible for all positioning and branding of the company's services to Federal, State and Local government agencies. She directed the development of a new logo and corporate identity for the corporation

**We
Make
Things
Happen**

HERSHEY PHILBIN

Associates, Inc.

2101 Orchard Road, Suite 3

Camp Hill, PA 17011

Phone: 717.975.2148

Fax: 717.975.2152

www.hersheyphilbin.com

Hershey Philbin Associates, Inc., (HPA) is a full-service integrated marketing communications firm with a twenty-five year history of successful marketing. Our communications recommendations are strategy driven and objective-based because the best creative idea will not produce effective results if it is not founded on a carefully reasoned strategy.

We Build Awareness...

- Comprehensive strategic planning and consultation services
- Experienced professional public relations and credible media relations
- Effective public affairs and issues and crisis management
- We use advertising to build effective awareness and brand positioning
- Extensive research services including conducting surveys and focus groups to gauge perception
- Internet marketing and electronic communication services that create an instant, global, interactive and highly targeted presence
- Web site design, engineering and web mastering



HERSHEY PHILBIN

We Create a Presence...

Strategic Marketing Planning

Identify short & long term objectives
Analyze & identify target & niche markets
Define growth opportunities
Analyze competitor strengths & weaknesses
Evaluation of the organization's positioning & image
Placement in the marketplace

Public Relations

Corporate communications & positioning
Story idea development & placement
Press conference planning
Press release & press kit development
Crisis communication & media management
Employee relations
Shareholder relations
Trade relations
Community relations
Media relations
Seminar & event management
Newsletters

Public Affairs

Grassroots campaign management
Legislative monitoring & reporting
Regulatory research
Public affairs consulting
Contract & grant procurement
Coalition building

Advertising

Print advertising concept & production
Direct mail campaigns
Radio & television advertising
Outdoor campaigns
Media analysis & purchasing

Market Research

Awareness & perception studies
Customer & client satisfaction studies
Demographic analysis
Market feasibility studies
Competitive analysis
Opinion surveys
Focus Groups

Internet Marketing & Web Sites

Web site development
Web site management
Electronic marketing & public relations
Internet advertising

Corporate & Brand Identity

Logo development
Letterhead, business cards, stationary
Identity & branding materials
Corporate brochures & annual reports
Presentation kits
Trade show booths & expo displays
Interactive CDs

HERSHEY PHILBIN

We Have a Talented Team...

The Hershey Philbin Associates team brings an attractive mix of talent, experience and expertise. The firm has in-house specialists experienced in a broad range of marketing disciplines, from advertising to public relations, Internet marketing to market research. We encompass all aspects of a fully integrated marketing communications firm. Our "team approach" to client service means receiving a full range of support and personal attention for your communications objectives. We accomplish objectives for a wide array of communications situations in a variety of business, government, public and nonprofit arenas. Strong corporate culture and relationships with vendors and clients that span more than a decade allow the Hershey Philbin Associates' team to exceed industry standards.

Our Team Includes:



Robert J. Philbin is the CEO and Senior Partner of Hershey Philbin Associates, Inc. with more than 25 years of executive experience. Mr. Philbin is a management consultant, a strategic planner and a multi-task force leader. He pulls together diverse projects with disciplines and talents to integrate them into a cohesive, goal-oriented, successful communications program.



Scott Hershey is the Senior Account Creative Director and Senior Partner of Hershey Philbin Associates, Inc. Mr. Hershey heads the creative department, developing hard hitting graphics and creative strategies for an extensive list of prominent national and international clients.



Victoria Radabaugh is the Executive Vice President and Partner of Hershey Philbin Associates, Inc., and brings 20 years agency experience in all aspects of marketing communications. Ms. Radabaugh has extensive experience in social behavioral marketing in a variety of health and institutional marketing environments.



Linda Rhinehart is the Vice President of Hershey Philbin Associates, Inc. and is responsible for the Government Relations Division. She is a registered lobbyist and directs the public affairs activities for the firm. Ms. Rhinehart has more than 15 years experience working with the Pennsylvania General Assembly and the U.S. Congress. She is also the editor of *CapNews*, a leading weekly electronic newsletter covering a variety of state and federal government issues.

HERSHEY PHILBIN



Karen S. Gross is Vice President of Public Relations for Hershey Philbin Associates, Inc. Ms. Gross has experience executing successful multi-media public relations programs for regional, national and international clients. Ms. Gross implements effective public relations plans that shape and influence behavior and opinion for a diverse portfolio of clients in the health care, agriculture, legal, business and public affairs environments.



Brad Faus is the Production Manager for Hershey Philbin Associates, Inc. He has been with Hershey Philbin Associates for over 20 years working with every facet of the production of advertising, collateral and support materials. He is an expert at planning the logistics of a project, directing bidding, quoting and estimating, as well as managing the production of projects of all sizes and complexities.



Greg Rogers is the Internet Services Director for Hershey Philbin Associates, Inc. He coordinates all Internet services for the agency, providing full design, web mastering, technical and web based communications services. He has developed numerous informative, educational and public relations-oriented web sites to accomplish a variety of client communications objectives.



Jerry Robinette is Graphic Designer and Webmaster and brings more than 14 years of experience to Hershey Philbin Associates, Inc. His design work covers a full spectrum of marketing communications including corporate brochures, annual reports, advertising, direct mail pieces, bill boards, and posters as well as innovative tools such as interactive CDs and state-of-the-art websites. Mr. Robinette's creative concepts combined with his understanding of strategic objectives and technical expertise enables him to produce communications that are on-target and highly effective.



Nathan Pigott is the Public Relations Coordinator for Hershey Philbin Associates, Inc. He assists the public relations department with creative thinking and strong writing skills when developing high impact brochure, newsletter, web site, news release and advertising copy. Mr. Pigott also assists with media relations, event coordination and database development.



Lori Zelesko is the Media Coordinator and Client Services Manager for Hershey Philbin Associates, Inc. Ms. Zelesko strategically plans, buys and coordinates advertising space for the agency's clients ensuring effective and efficient results. She works with media representatives to identify and analyze target markets. She also assists with public affairs and procurement activities and conducts market research.

HERSHEY PHILBIN

We Give You Maximum Return on Your Investment...

Experience in Your Industry

We understand the unique challenges you face and the environment in which you operate. The knowledge acquired from extensive research and experience in this industry will be applied to helping you meet your communications objectives.

Broad Scope of Communications Experience

While we have expertise in your industry, HPA's team also offers a wide variety of experience and expertise in other areas from food to legal services and technology to building/construction. Our broad scope of marketing experience benefits you through the application of unique concepts and strategies from a wealth of industries.

Strategy-Based Approach to Communications

We attempt to thoroughly understand your market and your organization and provide you with marketing recommendations that are well thought-out, on-target and objective-based. After all, the best creative idea will not be effective if it is not founded on a strong strategy.

Fully Integrated Communications

With in-house expertise in all facets of communications including advertising, public relations, web site management and market research, we can integrate the various elements of your communications making each more effective.

National Reach

The agency is experienced in working with national as well as international corporations. We have proven capabilities in targeting vertical markets nationwide. This national reach includes experience in making regional and national media purchases, identifying and planning for regional growth markets, seeking marketing opportunities nationwide, and managing marketing activities, such as trade shows, across the country.

A Communications Partner

As your partner, we become an extension of your business, constantly seeking ways to help you meet your goals. Our role is to make your job easier and help you and your organization be successful.

An Objective View

HPA brings an "outsider" strategic understanding to your business situation. This fresh perspective allows HPA to present strategies and ideas that may not be apparent to those within the organization.

HERSHEY PHIBBIN

A Full Staff of Communications Professionals - Without the Expense

You have access to a great wealth of expertise and experience in all areas of communication. It's like having your own staff of communications specialists without the overhead. Whether you take full advantage of the services of each of our departments, or use them as a sounding board for your in-house efforts, you will benefit from their expertise.

A Dedicated Team Led By an Agency Partner

Based on your service needs, you will be assigned an experienced team of communications professionals to work closely with you. An agency partner will directly oversee your account and be fully accessible to you.

Budget Efficiency and Accountability

We will recommend ways to make your communications more efficient and ensure your projects are completed as cost effectively as possible. We hold ourselves accountable for accurate and on-budget invoicing.

Ongoing and Thorough Communication

We provide written project estimates, contact reports after every meeting, and monthly status reports to ensure both client and firm have a complete understanding of strategy, progress and results.

These components allow us to maximize your communications budget

**We
Make
Things
Happen**

HERSHEY PHILBIN

Associates, Inc.

To make things happen for your organization call:

717.975.2148

HERSHEY PHILBIN

portfolio portfolio



portfolio

portfolio

project focus

A direct mail campaign to reach school and university building managers.

Accelerated new construction and re-roofing make schools and universities a huge market for the agency client.

HPA designed and executed a campaign to reach and penetrate this target market.

"We received a call from one of the largest school districts in the South in response to this mailing," the client reported. "We've been calling on them for years without any success, suddenly they're calling us."

hershey philbin associates

Carlisle Synetics Incorporated
Jerry Kulepelle
Brad Fouts
[Scott.Hershey](mailto:Scott.Hershey@csynetics.com)

portfolio portfolio

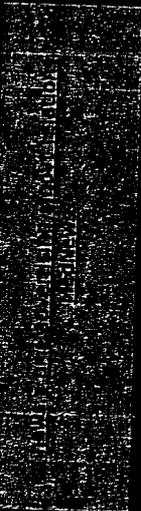


Survival Kit



Survival Kit

portfolio



project focus

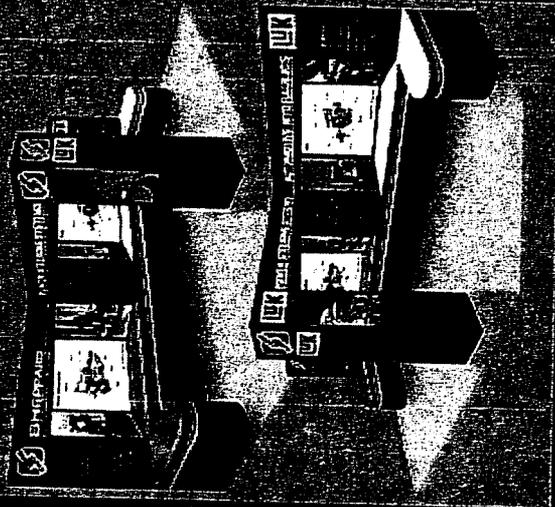
"The survival kit had an immediate impact with medical students" Karen Grass said. "It successfully encouraged them to fill out a bounce-back card for additional program information and giveaways."

The campaign resulted in successfully acquiring demographic and contact information for continued communication with resident candidates throughout the recruitment process.

hershey philbin associates

Hershey Family Practice Residency
Jeff Kabiselle
Karen Grass
Victoria Kabanian

portfolio portfolio



portfolio

PHILBIN ASSOCIATES
A DIVISION OF HERSHEY COMPANY

project

focus

R. H. Sheppard, headquartered in Haverhill, Pa., and The Luk Group, headquartered in Buhl, Germany have joined forces to target the heavy truck industry.

"We were brought in by our existing client, R. H. Sheppard, to consult with Luk representatives to establish design parameters and objectives for a trade show display combining the two firms and their respective corporate identities", Scott Hershey said.

The resulting booth design seamlessly integrates the two firms into a single global marketing entity.

hershey philbin associates

R. H. Sheppard Company, Inc.
Jerry Rubenette
Scott Hershey

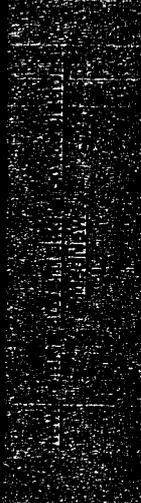
portfolio

Sports Medicine At Its Best

Medicine At Its Best



portfolio



project focus

A multi-media campaign positioned the client as the expert local health care provider to a variety of community demographics.

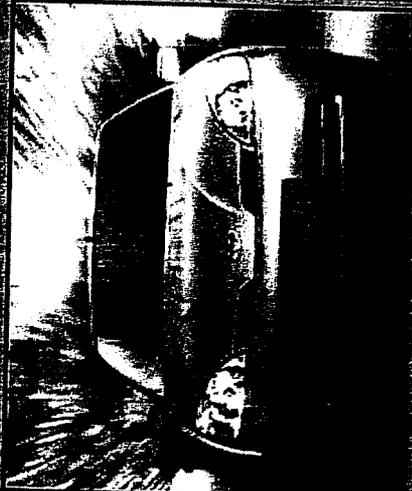
"Health care marketing is often vague and image oriented," Victoria Radabaugh says. "So we targeted data and services most relevant and meaningful to the community."

The result is highly increased awareness of niche services and strong patient loyalty in a very competitive environment.

hershey philbin associates

Hershey Hospital
Bob Plabon
Jerry Koblackie
Victoria Radabaugh

portfolio portfolio



portfolio portfolio

portfolio

portfolio portfolio

project focus

Ford Motor Company and the PA Department of Environmental Protection asked HPA to organize an Alternative Fuel Day at the State Capital in Harrisburg.

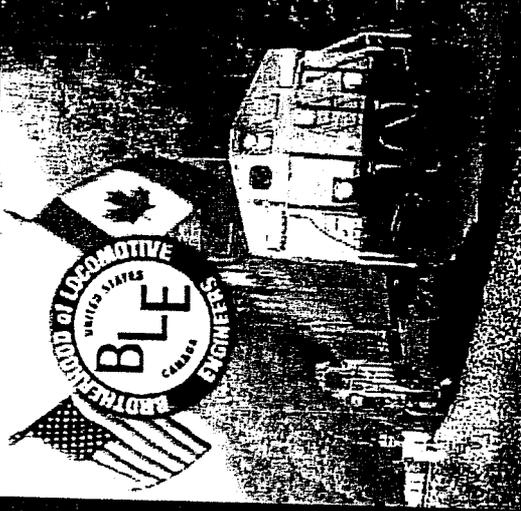
Ford, Honda and Toyota as well as state agencies, legislators, and environmentalists were mobilized to take part in the event which was well supported and widely publicized in dozens of media outlets across Pennsylvania.

"We were pleased to organize and publicize what has become a significant event for raising public awareness of fuel emissions, air quality, new energy technologies and U.S. dependence on imported oil," Linda Rinehart said.

hershey philbin associates

Kurt Gross
Greg Rogers
Brad Faus
Linda Rinehart

portfolio portfolio



portfolio

project focus

Building awareness and position

The goal is to raise awareness of rail security in Pennsylvania and position the client as a leader on this issue in the press and with the legislature.

The agency developed a strategic communications plan including statewide government relations, a press campaign and a strong internet presence.

"The result is drafted legislation that implements safety precautions for locomotive engineers and the general public," Linda Rabinhart said. "And the client also received national recognition from federal agencies and unions."

hershey philbin associates

PA Legislative Board of the BLE

Jerry Rabinhart

Karen Gross

Leif Zelenko

Linda Rabinhart

portfolio

RICH'S

Casa
DI BELLIACCHI



portfolio

LEVEL WITH THE BELLIACCHI ASSOCIATES

project

foova

Distribution channel relations.

World leader Rich's Products Corporation acquired Casa Di Belliacchi Corporation, a regional processor of fine Italian frozen foods.

HFA was asked to communicate resulting distribution synergies to every segment of the national foodservice industry.

A magazine insert, with truck doors that swing open revealing product, graphically illustrated distribution efficiencies, and supported trade relation activities while preserving independent branding.

"The agency was an integral part of the acquisition process," the client said. "The campaign successfully kicked-off the new integrated marketing push for both companies."

hershey philbin associates

Rich Products Corporation

Brad Faus

Barbra Schevitz

Robert Philbin

portfolio

Vigil protests Princeton bioethicist's visit

By David H. Freedman

Peter Singer speaks to a packed house at Princeton College



Disabled people wage protest
The Sentinel



portfolio

PHOTO COURTESY OF THE PRINCETON COLLEGE

project

focus

Expanding issue awareness.

The client is philosophically opposed to Princeton University bioethics professor Peter Singer's conclusions about infants born with disabilities.

The agency used Mr. Singer's visit to a local college to educate the public about issues faced by Central PA's disabled population. A press conference provided local media with background information, as well as an effective forum for the client to advocate their viewpoint on an important social issue.

"The result was full media coverage of the issue, and an immediate increase in public awareness of the client organization," Karen Grass said.

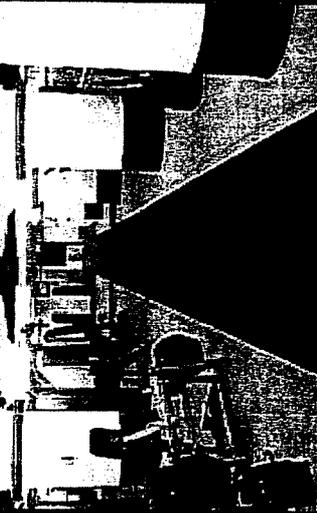
hershey philbin associates

Center for Independent Living of Central PA
Karen Grass
Victoria Katabaroud

portfolio portfolio

CSI

Resilient Surfacing Product



portfolio

CSI Resilient Surfacing Product

CSI Resilient Surfacing Product

project focus

Case Study: A Gym in NYC

The goal was to showcase the client's resilient flooring product in an upscale gym in New York City to raise awareness and brand identity in this target market.

The agency arranged on site interviews and photography in Manhattan which were used in the trade press campaign as well as collateral and direct mail programs.

"The result was an immediate increase in inquiries and sales from the target market," Karen Gross said. "Publicity generated had a direct impact on expanding national distribution and successfully positioned the client as a leading manufacturer of fitness surfacing."

hershey philbin associates

CSI Resilient Flooring

Karen Gross

Scott Hershey

portfolio

CHOCOLATE



duty free

portfolio

HERSHEY FOODS INTERNATIONAL
ASSOCIATES

project

focus

Launch Hershey Foods International Division.

HFA provided research, package design, public relations, advertising and collateral support for the introduction of Hershey products in targeted European, North African and South American markets.

"Working closely with the client marketing team, we were able to design and implement a full service strategic communications plan in several global markets on short notice," Robert Philbin said.

hershey philbin associates

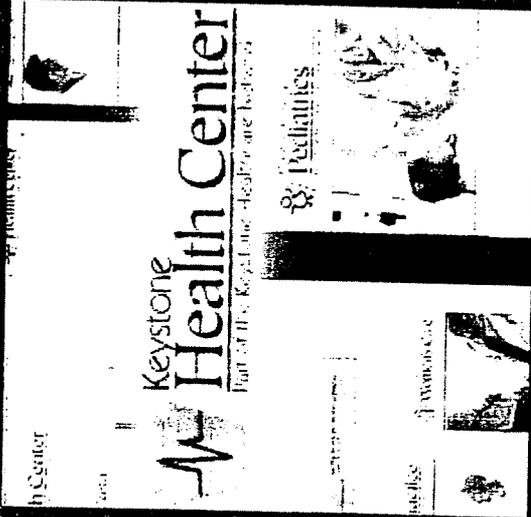
Hershey Foods International

Brad Faus

Barbara Shabell

Scott Hershey

portfolio



portfolio

project

focus

Create a comprehensive branding standards program for a multi-service healthcare network.

The goal is to integrate diverse marketing identities into cohesive branding to insure communications efficiency and continuity.

Interviews with physicians and staff were used to develop an easy to use branding program manual. The result created an integrated presence for the client in the community and linked each practice site with a corporate identity.

"The program is designed to easily fold in additional services as they become available," Karen Gross commented.

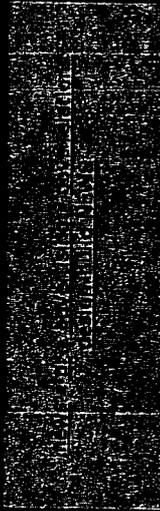
hershey philbin associates

Keystone Health Center
Jerry Kolahellic
Karen Gross
Robert Phillips

portfolio portfolio



portfolio



project focus

A corporate capabilities brochure designed to position the client as the ideal provider of technical communications services across a diverse mix of prospective customers.

The agency researched 3D existing and targeted client customers to determine which client services were most needed by customer type.

"We were able to target a copy strategy to precisely match customer needs with client service capabilities," Victoria Radabaugh said.

Through consultation we then integrated the client's conservative image with fresh, contemporary design.

hershey philbin associates

Manfield Communications, Inc.

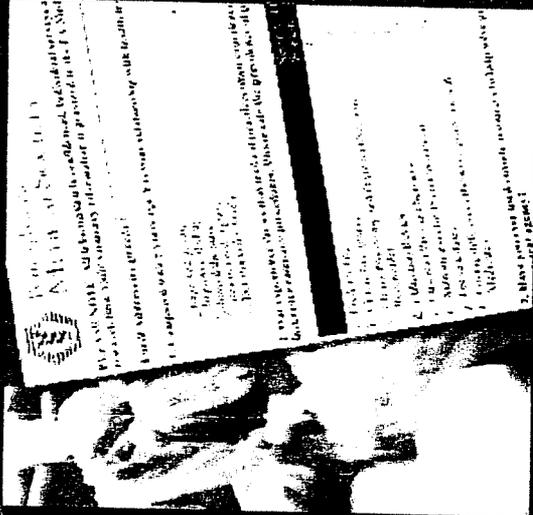
Bob Philbin

Brad Jones

Jerry Foljorelle

Victoria Radabaugh

portfolio



portfolio

project

fooua

Custom Targeted Surveying

The goal is to survey busy physicians on important issues using an internet based system to facilitate the highest participation rate.

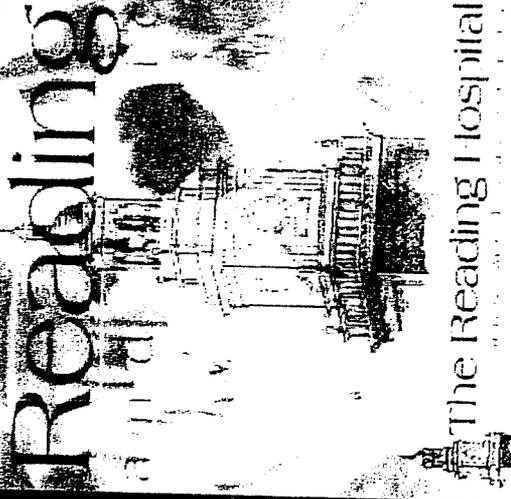
The agency developed a unique research system including interviews, issue identification, survey generation, tabulation and summary reports -- all generated online.

"The results helped the client target issues and needs assessment," Victoria Radabaugh said. "And provided an on-going forum for important membership communications."

hershey philbin associates

Pennsylvania Medical Society
Jenny Kubiak
Lyn Zaleska
Victoria Radabaugh

portfolio portfolio



portfolio

project

focus

Repositioning an historic community health care institution.

The agency conducted research and developed a new corporate identity for the client, adding contemporary design to a well established community image.

"The Old Main Tower is a symbol for compassionate care throughout the community," Victoria Kadabaugh said.

"So we built a fresh identity for the client while keeping its core mission in the forefront."

hershey philbin associates

The Reading Hospital
Jerry Kolipette
Victoria Kadabaugh

portfolio portfolio



13

portfolio



project focus

Government Procurement

HPA worked on behalf of the client with related federal officials to secure \$400,000 in Congressional earmarked appropriations for Keystone Health Center in Franklin County. This is one of several funding opportunities initiated for the client. HPA specializes in identifying state and federal procurement for its clients.

"Keystone provides much needed medical and dental care for migrant workers and low-income families," Linda Rheinert said. "And we're proud to take an active role representing and assisting the underserved in our communities."

hershey philbin associates

Keystone Health Care, Chambersburg, PA
Linda Rheinert, vice president

as well as complete positioning including advertising and public relations activities.

Ms. Radabaugh has also developed strategic positioning and executed advertising campaigns for non-profit organizations including Harrisburg Symphony Orchestra, Allied Arts Fund and others. Additionally, Ms. Radabaugh conducted focus group and research analysis for the PA Department of Health's CHIPs program to identify and measure levels of awareness and effectiveness of the program.

Hershey Philbin Associate's Vice President of Public Relations, Karen Gross brings extensive experience in education marketing. With the primary objective of educating and informing the public and alumni of the college and seminary's core mission, Ms. Gross assisted in coordinating the First Annual National Conference and Black Tie dinner in Washington, D.C. Guest speakers were flown in from around the globe and were positioned as event spokespersons to garner media attention. The event succeeded in raising over \$100,000 and securing national editorial coverage.

As an admissions representative for Southeastern Academy, Ms. Gross was a guest speaker at high schools across the state of Pennsylvania and in Maryland and D.C. Speaking to business and marketing classes, Ms. Gross encouraged and persuaded thousands of students between the ages of 15 and 19 to pursue education beyond the high school level in order to prepare themselves for successful careers. Ms. Gross cultivated relationships and established rapport with administrators, teachers and guidance counselors.

IV-1. 4. Include other materials, statements, or information the firm wishes to submit to demonstrate its ability to meet the provisions of this ITQ.

Other Experience

Hershey Foods Corporation's Food Service Division

The strategic planning and launching of Hershey Foods Corporation's Food Service Division, including advertising, media placement, public relations and broker support materials.

National Frozen Foods Corporation

The complete corporate repositioning of National Frozen Foods Corporation, a major Pacific Northwest frozen vegetable packer, including a national advertising campaign, public relations, customer research and Internet marketing campaign.

Hanover Hospital & Hanover HealthCare Plus

Conducted quantitative and qualitative research for strategic planning including focus groups and telephone survey. Developed marketing strategy and three

phased campaign to introduce new health system including billboard, print advertising, radio and collateral. Developed marketing strategy to position hospital in newly competitive environment.

R H Sheppard, Inc.

Developed identity program to reposition corporation including collateral materials, web site update and trade show booths.

Mette, Evans & Woodside

Performed extensive marketing audit and developed strategic plan for this large, multi-practice law firm. Also conducted annual awareness surveys and performed competitive analysis. The agency continues to execute successful advertising, public relations and Internet campaigns based on the strategy developed

Carlisle Hospital & Health Services

Conducted extensive market research including focus groups, telephone surveys, physician interviews and secondary research review. Developed comprehensive strategic plan based on the research.

- IV-1. 5. Respond via a signed letter to ensure compliance with contractor responsibility and integrity requirements, and otherwise be eligible to enter into contracts with the State System. This includes, but is not limited to, those provisions contained in Parts I-8., I-9., and I-18. of this ITQ.

Dear Pennsylvania State System of Higher Education:

Thank you for including Hershey Philbin Associates, Inc., in your search for firms capable of supporting the State System's advertising, public relations and marketing initiatives. We are pleased to offer our experience and expertise to the State System and the educational institutions and entities of which it is comprised.

Hershey Philbin Associates prides itself on having provided innovative strategies on behalf of a variety of public, corporate and private clients for more than 25 years. We are excited about the prospect of working closely with the State System, an organization we consider of vital importance to the future education of citizens throughout Pennsylvania. We believe we provide an innovative team of experienced professionals who, as our proposal indicates, bring the kind of quality expertise, experience, and dedicated accessibility required to work creatively and efficiently with the State System.

Sincerely,

Robert J. Philbin
CEO
Hershey Philbin Associates, Inc.

IV-2. Statement of the Problem State in succinct terms your understanding of the State System. State your understanding of the problems presented and services required by this ITQ. Specific information concerning the supplying of quotes, terms, and other project management issues should be addressed. This statement should be included as an introduction to the technical proposal.

The Pennsylvania State System of Higher Education (State System), with its 14 universities, branch campuses, regional centers and environmental learning center provide instruction for an excess of 100,000 students annually. The System has suffered funding reductions in the past two years, with level-funding in the year prior to those. Concurrently, student enrollment has increased for the past seven years with record enrollments in the past two.

The problems to be addressed are twofold. Continued, increasing, educational enrollment places a burden on the existing System, stretching capabilities beyond reasonable levels. And, public awareness of the State System's distress needs to be increased to encourage funding to be brought to acceptable levels on an annual basis.

Solutions to the problem may be addressed realistically through two primary avenues. Increased media attention to the State System and the inequity of funding and facilities to increasing enrollment can most effectively be enabled through the use of public relations. And, continued levels of enrollment and interest in educational opportunities can be maintained - and increased - through marketing services. Advertising may be viewed as a component of a comprehensive marketing campaign.

Public relations, as an ongoing strategy, will provide equalized informational inputs for all media outlets, thereby providing the educational institutions of the State System equal and comprehensive reportage of events. A major component of the public relations strategy is the gathering and dissemination of legislative information relevant to the State System's mission.

A marketing services component will increase public awareness of the opportunities presented by the State System and the diversity - and value - of higher education in the Commonwealth. With more than 90% of State System students being residents of Pennsylvania, the marketing services component would be contained within the Commonwealth's geographical area.

IV-3. Staffing Information

Provide a list, with résumés, of the individuals who would be assigned to and provide the services for the System. Provide information on each individual's general role and responsibility within the organization and identify those persons with particular abilities and experience to perform the services required by this ITQ. This information should correspond to the information requested in Parts IV-1.2. and IV-1.3.

Robert J. Philbin

Robert Philbin will be the Senior Account Supervisor for the State System. Mr. Philbin is the CEO and Senior Partner of Hershey Philbin Associates, Inc. With more than 25 years of executive experience, Mr. Philbin has won numerous awards for advertising and marketing excellence. He is known as a strategic planner and multi-task force leader, able to pull together diverse projects, disciplines and talents and integrate them into a cohesive, goal oriented, successful communications program.

Mr. Philbin directed research, development and execution of an international advertising, public relations and Internet based marketing communications campaign to launch the Hershey Foods International Division in Europe, the Middle East and South America. He was also responsible for directing research, advertising, public relations and Internet activities for the development of Hershey Foods Corporation's Foodservice Division, an organization with \$500 million in annual sales. He has worked with hundreds of public and private clients in an array of marketing environments and situations.

Mr. Philbin was educated at Dickinson College, The Pennsylvania State University and Temple University and was awarded A.S. (magna cum laude) and B. Hum. (magna cum laude) degrees. He has written and lectured on a number of aspects related to strategic social marketing and communications. Most recently, he authored, "How to Integrate Strategic Marketing Disciplines into the Large Law Firm," published in *The Legal Intelligencer*, Philadelphia, PA, June 2001. He has lectured on marketing subjects at Lebanon Valley College and Franklin & Marshall College.

Additionally, Mr. Philbin is a highly decorated combat Veteran who served with the 3rd U.S. Army Rangers at the U.S. Infantry Center in Ft. Benning, GA., where he taught Counter Insurgency and Psychological Warfare. He later served with the 173rd Airborne Brigade in the Republic of South Vietnam, as a platoon leader, company commander and staff operations officer. He received 12 combat

citations for valor, including two Purple Hearts.

As Senior Account Supervisor, Mr. Philbin will oversee the activities for the State System. He will lead all strategic planning for the agency and will supervise creative development.

Scott Hershey

Scott Hershey is Creative Director and Senior Partner of Hershey Philbin Associates. Mr. Hershey heads the creative department of the company, developing hard-hitting graphics and creative strategies for an extensive list of prominent national and international clients. With over 30 years of graphic communications experience, Mr. Hershey has won national awards for his work in advertising, package development and corporate identity campaigns from *Advertising Age Magazine* and *Communications Arts*. He received his teaching degree in Vocational Education from The Pennsylvania State University and has taught commercial art at the Cumberland Perry Vo-Tech School.

As Creative Director, Mr. Hershey will be responsible for the creative art direction of the State System's campaigns. He will work closely with the art department to ensure quality and cost-effective production of all projects.

Victoria Radabaugh

Victoria Radabaugh will serve as the Senior Account Executive. As Executive Vice President and Partner of Hershey Philbin Associates, Inc., she has 20 years of experience in all aspects of marketing communications including strategic planning, media analysis and market research. Ms. Radabaugh has extensive experience in a variety of health care, long term care and institutional marketing environments. She also developed and executed marketing strategies for many non-profit organizations including Harrisburg Symphony Orchestra, Pennsylvania Medical Society, Pennsylvania Dairy Promotions, Allied Arts Fund and The Breast Health Coalition. Ms. Radabaugh has directed a variety of feasibility studies as well as extensive market research in various parts of the state. She received her education at George Mason University.

With extensive account management experience, Ms. Radabaugh is proficient in managing accounts with budgets up to several million dollars. Her experience includes consumer, business-to-business and government markets.

Previously, Ms. Radabaugh was Director of Marketing for GTSI, an international firm which sells high technology products to Federal, State and Local governments. There she had oversight of all advertising and marketing communications projects with budgets exceeding \$3 million per year. Her marketing strategies and tactics helped increase annual sales in the government market from \$5 million to \$500 million in just seven years. Currently, Ms. Radabaugh serves on the Board of Directors of the Central Pennsylvania

Association of Health Care Planning and Marketing, and volunteers her time to the Northern York County Youth Aid Panel.

As senior account executive, Ms. Radabaugh will manage the day-to-day activities of the State System account and will be the key contact executive for client services. She will also lead any research conducted on behalf of the State System and will direct media strategy and planning.

Linda Rhinehart

Linda Rhinehart is Vice President of Government Relations for Hershey Philbin Associates. Ms. Rhinehart is a registered Lobbyist who has coordinated education related issues for clients before the Pennsylvania General Assembly, the Administration and State agencies such as the Pennsylvania Department of Community and Economic Development (DCED) and the Department of Education. During 1997-1998, Ms. Rhinehart was assigned by a high-tech manufacturer with the duty to research, facilitate and develop a business plan for a corporate sponsored charter school.

Ms. Rhinehart has worked with the Department of Community and Economic Development, Penn State University and Lehigh University on behalf of a high-tech computerized component manufacturer to develop a University Partnership Program. The program was a partnership arrangement between the State and the universities to develop specific programs to instruct students on research and development for the high-tech industry. Although this effort was partially fueled by the state's ABrain-Drain Initiative, the presentations on this effort were made to the boards of the Governor's Action Team, the Pennsylvania Technology Investment Authority (PTIA) and Team Pennsylvania. The concept was to raise the bar on research and development allowing Pennsylvania to compete nationally with other states and internationally with other countries.

Ms. Rhinehart also worked with DCED's Customized Job Training (CJT) program on a quarterly basis. This effort involved Montgomery College and an automotive facility in Northeast Pennsylvania.

Ms. Rhinehart worked as a grassroots consultant for the Education Finance Council in Washington, D.C. The Education Finance Council (EFC) represents major universities and student loan organizations across the country, including the Pennsylvania Higher Education Assistance Agency (PHEAA). The purpose of EFC is to ensure that students can find the money needed to attend college. Ms. Rhinehart coordinated a nation-wide grassroots advocacy campaign on behalf of the universities before the U.S. House and Senate. She managed Washington lobby days and briefings with Members of Congress and Capitol Hill staffers to influence legislation relating to financing higher-education. Ms. Rhinehart created the campaign information materials and coordinated the creation of an interactive website for EFC members to contact financial institutions and Members of Congress.

Ms. Rhinehart will provide account support and facilitate and coordinate planning meetings.

Karen S. Gross

Karen S. Gross is the Public Relations Account Executive for this project. Ms. Gross, Vice President of Public Relations for Hershey Philbin Associates, is a highly gifted public relations practitioner with experience executing successful multi-media public relations, educational and informational programs for regional, national and international clients. Her innovative, creative approach to a variety of projects has shaped and influenced behavior and opinion for a diverse portfolio of clients in the healthcare, construction, legal services and retail food environments.

Specifically, Ms. Gross has extensive experience organizing press conferences; launching events, products, services and solutions; coordinating committees to effectively and efficiently achieve objectives; utilizing the Internet to maximize visibility; and executing other public relations tactics strategically to reach and influence target audiences.

Her success in the educational arena includes raising the awareness of Mount Saint Mary's College and Seminary by coordinating and executing major special events that obtained national media coverage and raised nearly \$100,000 for the institution. She also served as an admissions representative for Southeastern Academy, where she was responsible for marketing the institution to high school students in Pennsylvania, Maryland and Washington D.C.

Additionally, Ms. Gross has experience representing Wall Street and Silicon Alley companies in the financial service and high technology industries. She provides skillful counsel in day to day support of strategic client objectives and is successful reaching diverse audiences working closely with an array of opinion-shaping media including *CNN*, *The New York Times*, *The Wall Street Journal* and *Dow Jones* as well as dozens of leading Pennsylvania primary media outlets across the state. Ms. Gross holds a B.A. from the University of Pittsburgh where she majored in communications and minored in public relations and journalism.

Ms. Gross will direct all public relations activities on behalf of the State System. She will develop plans, news stories, write and edit releases, and coordinate approvals and distribution of materials. Ms. Gross will also develop and manage media relations for optimum coverage for Educational Resources Group.

Brad Faus

Brad Faus is the Vice President of Production Services for Hershey Philbin

Associates. A graduate of the Art Institute of Pittsburgh, Mr. Faus has more than 20 years experience in every facet of the production of advertising, collateral and support materials across all media and in diverse marketing arenas around the world. He has directed large, multi-lingual brochure production projects involving multiple printing sources and complex production objectives, and coordinated timely delivery in a variety of markets and conditions. He is expert at planning the logistics of a project, directing bidding, quoting and estimating, as well as managing the production of projects of all sizes and complexity. Mr. Faus is recognized as one of the leading experts in communications project production management in the state. He takes great pride in assuring that all client projects are delivered on time and on budget.

Mr. Faus will oversee production of all State System printed materials. He will negotiate production costs and manage the production process to produce the highest quality product at the most effective cost. He will be responsible for delivering a quality product on time and on budget.

Greg M. Rogers

Greg Rogers is the Internet Services Coordinator for Hershey Philbin Associates. Mr. Rogers, one of the most creative web innovators in advertising and public relations in central Pennsylvania, coordinates all Internet services for the agency, providing full design, webmastering, technical and web-based communications services. He has developed numerous informative, educational and public relations-oriented websites to accomplish a variety of client communications objectives. He has extensive knowledge of HTML, color reduction/mapping, GIF animation and Java Scripting.

Mr. Rogers oversees the daily production of Hershey Philbin Associates' on-line publications services, as well as daily updates for all client sites. Mr. Rogers is a B.A. Commercial Art graduate of Millersville University. He is the webmaster of *CapNews Online*, *LawNews Online* and *MedNews Online*, central Pennsylvania's leading web-based professional news source publications.

As webmaster for HPA, Mr. Rogers will coordinate development and management of the State System website with the State System Webmaster. He will be responsible for executing the e-marketing plan.

Pennsylvania State System of Higher Education
Office of the Chancellor
ITQ #2004-PR-02

COST DATA

Description of Service	Rate/Hour
Advertising	
Conferences	\$100
Account Management	\$100
Research	\$100
Copy writing	\$100
Proofreading	\$50
Creative Concept Development	\$100
Layout & Design	\$100
Client Alterations	\$50
Photo Shoot Directing	\$100
Production Management	\$100
Administrative	\$50
Media Planning	\$100
Media Placement and Tracking	\$75
Public Relations	
Conferences	\$100
Account Management	\$100
Research	\$100
Press Release Writing	\$100
Proofreading	\$50
Administrative	\$50
Marketing	
Strategic Planning	\$100
Consulting	\$100
Account Management	\$100
Additional Costs	
There are no additional costs	
Travel Expenses	
As defined by Commonwealth	