

To the extent that a proposer qualifies as a Small Disadvantaged Business or a Socially Disadvantaged Business, the Small Disadvantaged Business or Socially Disadvantaged Business cannot enter into subcontract arrangements for more than forty percent (40%) of the total estimated dollar amount of the contract. If a Small Disadvantaged Business or a Socially Disadvantaged Business subcontracts more than forty percent (40%) of the total estimated dollar amount of the contract to other contractors, the Disadvantaged Business Participation scoring shall be proportionally lower for that proposal.

C. Enterprise Zone Small Business Participation

The following options will be considered as part of the final criteria for selection:

Priority Rank 1. Proposals submitted by an Enterprise Zone Small Business will receive the highest score.

Priority Rank 2. Proposals submitted by a joint venture with an Enterprise Zone Small Business as a joint venture partner will receive the next highest score for this criterion.

Priority Rank 3.

Proposals submitted with a subcontracting commitment to an Enterprise Zone Small Business will receive the lowest score for this criterion.

Priority Rank 4.

Proposals with no Enterprise Zone Small Business utilization shall receive no points under this criterion.

To the extent that a proposer is an Enterprise Zone Small Business, the proposer cannot enter into contract or subcontract arrangements for more than forty percent (40%) of the total estimated dollar amount of the contract in order to qualify as an Enterprise Zone Small Business for purposes of this RFP.

- D. Domestic Workforce Utilization** – Each proposal will be scored for its commitment to use domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those proposers who will perform the contracted direct labor exclusively within the geographical boundaries of the United States. Those who propose to perform a portion of the direct labor outside of the United States will receive a correspondingly smaller score for this criterion. Proposers who seek

consideration for this criterion must submit in hardcopy the signed Domestic Workforce Utilization Certification Form (Appendix K) in a sealed envelope. The certification will be included as a contractual obligation when the contract is executed.

A COMPLETE SUBMISSION WILL CONSIST OF:

1. The signed proposal cover sheet with your response to requirements in PART II (II-1, II-2, II-3, II-4, II-5, II-6, II-7, II-8, II-9 and II-10), including your business plan and written approval from the TTB or evidence that such approval has been requested from the TTB; submitted in twelve (12) hard copies and two (2) CD-ROM copies; all packaged and sealed separately, marked: “TECHNICAL SUBMITTAL – RFP 20080318.”
2. Your entire response to Section II-11; submitted in two (2) original hard copies; packaged and sealed separately, marked: “DISADVANTAGED BUSINESSES SUBMITTAL – RFP 20080318.”
3. Your response to Section II-12. Proposers who seek consideration for Domestic Workforce Utilization Certification must submit one (1) original of the signed Domestic Workforce Utilization Certification Form (Appendix K) in a sealed envelope.

PART IV
WORK STATEMENT

IV-1. OBJECTIVE – The PLCB is interested in deploying a satellite wine store network across the Commonwealth of Pennsylvania capable of dispensing bottled wines to consumers.

The PLCB is seeking a contractor to:

- a. **General.** Lease, provide, maintain and service fully functional wine kiosks for the PLCB to place in locations throughout the Commonwealth designated by the PLCB as satellite wine store locations, at no cost to the Commonwealth/PLCB. The kiosks will be monitored via a PLCB-staffed customer service support center.

- b. **Specific.** The PLCB's objective is to establish an automated, secure kiosk or similar-type vending machine capable of dispensing bottled wines to consumers. The PLCB expects that the proposed wine kiosk network will be placed in locations designated by the PLCB, including but not limited to, supermarket locations, etc. Each wine kiosk will offer a minimum of five hundred (500) bottles representing a selection of approximately ten (10) to fifteen (15) different wines for purchase by adult consumers deemed fit by the kiosks biometric or other reading and the PLCB personnel in the customer service support center. The

PLCB expects that the wine kiosks will have safeguards to prevent access and/or purchases by minors or intoxicated persons.

All functions associated with the stocking and restocking of merchandise in the wine kiosks, network installation for them, and staffing of the customer service support center will be carried out by personnel authorized by the PLCB. The network installation and operating costs, associated with stocking, restocking (including vehicles and security therefore), including the purchase of hardware such as routers and upgrades required to the PLCB's central office, will be borne by the selected contractor. Additionally, all functions associated with providing the kiosks, services related to them, and their maintenance will be carried out by the selected contractor.

IV-2. NATURE AND SCOPE OF THE PROJECT – The selected contractor shall be expected to perform as described in the proposed contract contained in Appendix M of this RFP. The selected contractor shall furnish all services, hardware and software, materials and any other necessary equipment to perform its contractual requirements, at no cost to the PLCB.

The PLCB recognizes an opportunity through these satellite wine stores to increase its installed base, reach and profitability and to serve underserved areas at a fraction of the cost of fitting out and operating a full-sized store, without compromising its ability to monitor and control sales. The purpose of

the proposed satellite wine store network is to provide convenience to the consumer without compromising the safety, health and welfare of the public.

The PLCB expects that the selected contractor will utilize state-of-the-art locking mechanisms that prevent access to the merchandise in the wine kiosks by unauthorized individuals, yet that allow access to personnel authorized by the PLCB responsible for stocking and replenishing the wine kiosks.

The PLCB expects that the wine kiosks will accept payment in the form of credit cards, debit cards and PLCB gift cards. Credit card processing must adhere to the Payment Card Industry Security Standards (PCI SS) and be compatible with the requirements of the Commonwealth's existing payment processing agreement with First Data Management Services Nashville Platform.

The PLCB may place satellite wine stores in public settings, which may, from time to time, have a heavier population of minors than others. Therefore, the PLCB is seeking a solution that prevents the viewing of wines in the wine kiosks by minors.

The PLCB will utilize a customer service support center staffed by personnel authorized by the PLCB to monitor transactions and to validate ages and identities and capacity remotely via audio and video links. The selected

contractor, however, will be responsible for providing the services, hardware and/or software in order to insure one hundred percent (100%) accuracy. Network connections to the customer service center that are compliant with Commonwealth requirements are necessary.

The PLCB changes its prices regularly and, therefore, wine kiosks must be capable of allowing authorized PLCB personnel to change inventory pricing remotely.

The PLCB expects that the proposer's proposed solution will allow for real time viewing of the following data by authorized PLCB employees :

- Inventory by brand/label and date SKU deployed (i.e., how long product was in unit).
- Instant email alerts for the reporting of low inventory, suspicious transactions, unusually high or low sales, malfunctions, etc.

The PLCB expects each wine kiosk to accommodate a minimum of five hundred (500) bottles of wine containing seven hundred fifty milliliters (750 ml) of alcohol.

IV-3. GENERAL REQUIREMENTS – The key components that will be integrated into the satellite wine store kiosk system should include, but should not be limited to:

- a. Secured, remote access to the Commonwealth's network;
- b. Access for designated personnel of the PLCB to stock and replenish merchandise, including bottled wines;
- c. A method to maintain bottled wines within the wine kiosks within a constant temperature range of fifty degrees Fahrenheit (50°F) to sixty degrees Fahrenheit (60°F). The kiosks should retain a constant relative humidity level of at least fifty percent (50%), but not greater than eighty percent (80%).
- d. A method for customers to register to use the wine kiosks;
- e. A method for accepting and encrypting credit cards and debits cards as payment for the sale of merchandise, which is PCI compliant and interfaces with the PLCB's existing payment card processing card software, IBM StorePay;

The following are required:

- i. A network connection to the PLCB's central office for the customer service support center, Oracle Retail Management System ("RMS"), and IBM StorePay.
 - ii. A Cisco 1841 router (security), and sufficient space and power within each kiosk in which to place it.
 - iii. An interface to the RMS to transfer point of sale related information (sale transactions, price changes, etc.) in the format native to RMS, using the same encryption mechanisms, timing and processes as RMS and providing the same data as a store would provide. Transactions must be sent as they occur, not batched at night.
 - iv. Queuing must be provided at the kiosk in the event that the network link is unavailable.
 - v. An interface to the PLCB's existing payment card processing software, IBM StorePay. No credit card data should be stored on the kiosk after it has been transmitted to RMS.
 - vi. Software able to detect and handle network failures.
 - vii. Credit card processing that uses a Verifone swipe pad must also be encrypted and transmitted to RMS.
- f. A method for accepting PLCB gift cards as payment for the sale of merchandise. Gift cards are processed through the PLCB's IBM StorePay system;

- g. A method for dispensing wine in seven hundred fifty milliliter (750 ml) sizes, to customers upon receipt of payment, subject to the conditions described herein;

- h. An integrated, secured security camera for surveillance and customer support linked to the Commonwealth's network and the PLCB customer service support center;
 - i. The remote cameras will communicate with the software installed at the PLCB's customer service support center. If the software does not run under Windows-XP, the selected contractor must supply the hardware and software. Communications must be encrypted. The selected contractor must provide server hardware and storage requirements for audio/video storage and storage of approvals over a term that meets the statutory and regulatory requirements. The PLCB would purchase the equipment according to the requisite Office of Administration, Office of Information Technology ("OA/OIT") Information Technology Bulletins ("ITB") and Department of General Services ("DGS") procurement contracts, so that the PLCB will be in

compliance with OA/OIT and DGS directives. Costs for this equipment, like the costs for the network, will be borne by the selected contractor.

- ii. Requirements for the customer service support center "approval"/"disapproval" process and the logging of approvals, video capture logging and a workflow to support situations in which the on-duty customer service support center person is temporarily indisposed or unavailable.

- i. A method of positively verifying every customer's identification, and matching it to the customer's credit or debit card;

- j. A method to prevent visibly intoxicated persons and/or those with a blood alcohol level greater than .05 percent from purchasing wines from the wine kiosks;

- k. A method to prevent minors from purchasing wines from the wine kiosks;

- l. A method to issue to each customer a numbered receipt which shall show the price paid therefore, and other information as required by the PLCB;

- m. A method to retain electronic copies of all numbered sales receipts issued by the wine kiosks as part of the records of each satellite wine store;

- n. A method of preventing minors from viewing wines in the wine kiosks when not in use;

- o. A method to permit PLCB personnel to remotely restrict selling hours and/or to close down the operations of each wine kiosk at the PLCB's discretion;

- p. A method of providing customers with product information at the wine kiosks;

- q. A method of providing PLCB-provided/approved advertising at the wine kiosks;

- r. A method to accommodate use of customer card or similar loyalty programs;

- s. A method for maintaining merchandise inventory by wine kiosk;
- t. The capability of putting identifiers on each bottle of wine sold at the wine kiosks; and,
- u. A liquid crystal display (“LCD”) with the capability of use for product marketing.

IV-4. TASKS – The tasks listed and described in the proposed contract contained in Appendix M and also in this section of the RFP comprise anticipated tasks to be performed by the selected contractor and will be finalized during contract negotiations.

The proposer should explain, in detail, how it expects to accomplish the following tasks, including estimated hours to complete the tasks, and identify any PLCB resources or assistance that will be required.

The PLCB reserves the right to review all proposals and recommendations and to determine when and if implementation will occur.

Task 1 – Within ninety (90) days of issuance date of the Notice to Proceed, the selected contractor will identify an appropriate wine kiosk or similar solution meeting the requirements of this RFP and will provide the PLCB with

its concept, including its business plan, implementation timelines, and options for installing said devices using industry best practices/benchmarks.

Deliverable: The selected contractor will provide the PLCB with a detailed report describing the proposed solution's technical requirements, required level of effort to set-up the system, and associated costs to the selected contractor. In addition, the selected contractor will provide a PowerPoint presentation or another form of visual presentation outlining system implementation options.

Task 2 – Within one hundred twenty (120) days of issuance date of the Notice to Proceed, the selected contractor will provide visuals of the proposed wine kiosk based on the approved concept.

Deliverable: The selected contractor will present renderings and schematic drawings of the prototype of the pre-approved concept. The Bill of Materials ("BOM") will be developed for the prototype and pre-production units. A full testing process will be developed to test the prototype, including, but not limited to:

1. Physical attributes
2. Software Interface
3. Data integration to PLCB /Oracle Retail Management System

4. Network Communication
5. Inventory process and controls
6. Registration process
7. Point-of-sale (“POS”) process
8. Assembly
9. Updated Project Plan

Task 3 - The selected contractor will be required to provide a fully-functional prototype model which, together with the PLCB, will be tested, and all test results will lead to modification of the a pre-production or BETA unit based on the approved concept.

Deliverable: The selected contractor and the PLCB will test the prototype. The selected contractor will present the test findings to the PLCB. The selected contractor will revise the BOM and project plan to reflect any project change orders resulting from the testing or modifications during testing. The revised project plan will contain estimates on unit delivery, and success criteria for pre-production or BETA units, as well as a project plan.

Task 4 - The selected contractor will be required to provide a full development plan for the software interface to the PLCB/Oracle Retail Management System and all software related to the functionality of the controller personal computer (“PC”), and to the customer service support center.

Deliverable: The selected contractor will provide an application development plan for the software interface to the PLCB/Oracle Retail Management System for the transmittal of satellite wine store transactions, inventory management and other data as required to allow the kiosk to function as a store in the Oracle RMS system. The selected contractor will also be responsible for the integration and functionality of all software and drivers and OS related to the controller PC.

Task 5 - The selected contractor will be required to provide a comprehensive rollout schedule.

Deliverable: The selected contractor will provide a detailed, written comprehensive rollout schedule and corresponding project plan which will include, but not be limited to:

1. A determination of the number of controller PCs involved in the final deployment and the time required installing each;
2. A list of the resources needed to complete the process within the schedule;
3. Identification of personnel needed for the deployment processes, and associated training requirements;

4. A fully-detailed rollout plan, which incorporates a description of the PLCB's installation methodology;
5. Resolution of problems related to the distribution or installation;
6. Reports on the rate and success of deployment; and,
7. Documentation of success criteria.

Task 6 - Within one (1) year from the issuance date of the Notice to Proceed but in no event earlier than October 7, 2008, the selected contractor will set up and install the wine kiosks, video links, and other hardware/software components and in general, provide implementation support to ensure that the wine kiosk rollout is successful. The selected contractor will maintain the wine kiosks for the remaining term of the contract.

Deliverable: The selected contractor will successfully install and make operational the proposed wine kiosks. Installation will include placing the wine kiosks in the locations designated by the PLCB and, with the PLCB's networking, making them operational. The selected contractor will maintain the wine kiosks for the remaining term of the contract.

IV-5. REPORTS AND PROJECT CONTROL - The selected contractor shall submit reports, receipts, forms and/or controls as the PLCB shall require

- A. Project Plan. The selected contractor must prepare, maintain and provide to the PLCB a detailed project plan for each task outlined in this RFP. The plan must clearly establish the work elements of each task, the resources assigned to each element, the time allotted to each element, task dependencies and deliverable items to be produced.

- B. Progress Reports. The selected contractor shall prepare and submit to the PLCB written weekly progress reports during Tasks 1, 2, 3, 4, 5 and 6 addressing project status, significant accomplishments during the reporting period, problems and recommendations for resolution. Reports must be in electronic format to the PLCB Contact Person by Tuesday of each week for the previous week and will show progress through the entire week.

- C. Project Meetings – During the course of work, the selected contractor’s Project Manager and PLCB will hold regularly scheduled conference calls at mutually agreeable times. In addition, the selected contractor shall attend project meetings with the PLCB a minimum of one (1) time per month. The meetings will take place in Harrisburg, Pennsylvania or by videoconference. The PLCB Contact Person will schedule all meetings. The purpose of these meetings may include, but will not be

limited to, project status, and presenting recommendations and strategies.

IV- 6. CONTRACT REQUIREMENTS – DISADVANTAGED BUSINESS PARTICIPATION AND ENTERPRISE ZONE SMALL BUSINESS PARTICIPATION

PARTICIPATION - All contracts containing Disadvantaged Business participation and/or Enterprise Zone Small Business participation must also include a provision requiring the selected contractor to meet and maintain those commitments made to Disadvantaged Businesses and/or Enterprise Zone Small Businesses at the time of proposal submittal or contract negotiation, unless a change in the commitment is approved by the BMWBO. All contracts containing Disadvantaged Business participation and/or Enterprise Zone Small Business participation must include a provision requiring Small Disadvantaged Business subcontractors, Enterprise Zone Small Business subcontractors, and Small Disadvantaged Businesses or Enterprise Zone Small Businesses in a joint venture to perform at least fifty percent (50%) of the subcontract or Small Disadvantaged Business/Enterprise Zone Small Business participation portion of the joint venture.

The selected contractor's commitments to Disadvantaged Businesses and/or Enterprise Zone Small Businesses made at the time of proposal submittal or contract negotiation must be maintained throughout the term of the contract. Any proposed change must be submitted to BMWBO, which will make a recommendation to the Contracting Officer regarding a course of action.

If a contract is assigned to another contractor, the new contractor must maintain the Disadvantaged Businesses participation and/or Enterprise Zone Small Business participation of the original contract.

The selected contractor shall complete the Prime Contractor's Quarterly Utilization Report (or similar type document containing the same information) and submit it to the contracting officer of the Issuing Office and BMWBO within ten (10) workdays at the end of each quarter the contract is in force. This information will be used to determine the actual dollar amount paid to Small Disadvantaged Business and/or Enterprise Zone Small Business subcontractors and suppliers, and Small Disadvantaged Business and/or Enterprise Zone Small Business participants involved in joint ventures. Also, this information will serve as a record of fulfillment of the commitment the selected contractor made and for which it received Disadvantaged Business and Enterprise Zone Small Business points. If there was no activity during the quarter, then the form must be completed by stating "No activity in this quarter."

NOTE: EQUAL EMPLOYMENT OPPORTUNITY AND CONTRACT COMPLIANCE STATEMENTS REFERRING TO COMPANY EQUAL EMPLOYMENT OPPORTUNITY POLICIES OR PAST CONTRACT COMPLIANCE PRACTICES DO NOT CONSTITUTE PROOF OF DISADVANTAGED BUSINESS STATUS OR ENTITLE A PROPOSER TO RECEIVE CREDIT FOR DISADVANTAGED BUSINESS UTILIZATION.

APPENDIX A

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

APPENDIX A

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

During the term of this 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 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 Minority and Women Business Opportunities 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 Minority and Women Business Opportunities.
- 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.

APPENDIX B

LIQUOR CODE SECTION, LAWS OF PENNSYLVANIA

APPENDIX B

LIQUOR CODE SECTION, LAWS OF PENNSYLVANIA

The Contractor shall comply with the following Liquor Code sections:

Section 2-207. General powers of board

Under this act, the board shall have the power and its duty shall be:

(a) To buy, import or have in its possession for sale and sell liquor, alcohol, corkscrews, wine and liquor accessories, trade publications, gift cards, gift certificates, wine- or liquor-scented candles and wine glasses in the manner set forth in this act: Provided, however, That all purchases shall be made subject to the approval of the State Treasurer, or his designated deputy. The board shall buy liquor and alcohol at the lowest price and in the greatest variety reasonably obtainable.

(b) To control the manufacture, possession, sale, consumption, importation, use, storage, transportation and delivery of liquor, alcohol and malt or brewed beverages in accordance with the provisions of this act, and to fix the wholesale and retail prices at which liquors and alcohol shall be sold at Pennsylvania Liquor Stores. Prices shall be proportional with prices paid by the board to its suppliers and shall reflect any advantage obtained through volume purchases by the board. The board may establish a preferential price structure for wines produced within this Commonwealth for the promotion of such wines, as long as the price structure is uniform within each class of wine purchased by the board. The board shall require each Pennsylvania manufacturer and each nonresident manufacturer of liquors, other than wine, selling such liquors to the board, which are not manufactured in this Commonwealth, to make application for and be granted a permit by the board before such liquors not manufactured in this Commonwealth shall be purchased from such manufacturer. Each such manufacturer shall pay for such permit a fee which, in the case of a manufacturer of this Commonwealth, shall be equal to that required to be paid, if any, by a manufacturer or wholesaler of the state, territory or country of origin of the liquors, for selling liquors manufactured in Pennsylvania, and in the case of a nonresident manufacturer, shall be equal to that required to be paid, if any, in such state, territory or country by Pennsylvania manufacturers doing business in such state, territory or country. In the event that any such manufacturer shall, in the opinion of the board, sell or attempt to sell liquors to the board through another person for the purpose of evading this provision relating to permits, the board shall require such person, before purchasing liquors from him or it, to take out a permit and pay the same fee as hereinbefore required to be paid by such manufacturer. All permit fees so collected shall be paid into the State Stores Fund. The board shall not purchase any alcohol or liquor fermented, distilled, rectified, compounded or bottled in any state, territory or country, the laws of which result in prohibiting the importation therein of alcohol or liquor, fermented, distilled, rectified, compounded or bottled in Pennsylvania.

(c) To determine the municipalities within which Pennsylvania Liquor Stores shall be established and the locations of the stores within such municipalities.

(d) To grant and issue all licenses and to grant, issue, suspend and revoke all permits authorized to be issued under this act.

(e) Through the Department of General Services as agent, to lease and furnish and equip such buildings, rooms and other accommodations as shall be required for the operation of this act.

(f) To appoint, fix the compensation and define the powers and duties of such managers, officers, inspectors, examiners, clerks and other employees as shall be required for the operation of this act, subject to the provisions of The Administrative Code of 1929 and the Civil Service Act.

(g) To determine the nature, form and capacity of all packages and original containers to be used for containing liquor, alcohol or malt or brewed beverages.

(h) Without in any way limiting or being limited by the foregoing, to do all such things and perform all such acts as are deemed necessary or advisable for the purpose of carrying into effect the provisions of this act and the regulations made thereunder.

(i) From time to time, to make such regulations not inconsistent with this act as it may deem necessary for the efficient administration of this act. The board shall cause such regulations to be published and disseminated throughout the Commonwealth in such manner as it shall deem necessary and advisable or as may be provided by law. Such regulations adopted by the board shall have the same force as if they formed a part of this act.

(j) By regulation, to provide for the use of a computerized referral system to assist consumers in locating special items at Pennsylvania Liquor Stores and for the use of electronic transfer of funds and credit cards for the purchase of liquor and alcohol at Pennsylvania Liquor Stores.

(k) To issue grants to various entities for alcohol education and prevention efforts.

Section 2-210. Restrictions on members of the board and certain employees of Commonwealth

(a) A member or employee of the board or enforcement bureau or a member of the immediate family of a member or employee of the board or enforcement bureau shall not be directly or indirectly interested or engaged in any other

business or undertaking within the Commonwealth dealing in liquor, alcohol, or malt or brewed beverages, whether as owner, part owner, partner, member of syndicate, holder of stock exceeding five percent (5%) of the equity at fair market value of the business, independent contractor or manager of a licensed establishment required under 40 Pa. Code §5.23 (relating to appointment of managers), and whether for his own benefit or in a fiduciary capacity for some other person. For the purpose of this subsection only, "employee of the board or Enforcement Bureau" shall mean any individual employed by the board or Enforcement Bureau who is responsible for taking or recommending official action of a non-ministerial nature with regard to:

- (1) contracting or procurement;
 - (2) administering or monitoring grants or subsidies;
 - (3) planning or zoning;
 - (4) inspecting, licensing, regulating or auditing any person; or
 - (5) any other activity where the official action has an economic impact of greater than a de minimis nature on the interests of any person.
- (b) No member or employee of the board or enforcement bureau or a member of the immediate family of a member or employee of the board or enforcement bureau nor any employee of the Commonwealth shall solicit or receive, directly or indirectly, any commission, remuneration or gift whatsoever, from any person having sold, selling or offering liquor or alcohol for sale to the board for use in Pennsylvania Liquor Stores.
- (c) No person convicted of an infamous crime may be employed as a member or employee by the board or enforcement bureau.
- (d) No member or employee of the board or enforcement bureau may use his position with the board or enforcement bureau, or any confidential information received through his position with the board or enforcement bureau, to obtain financial gain, other than compensation provided by law, for himself, a member of his immediate family or a business with which he is associated.
- (e) No person may offer or give to a member or employee of the board or enforcement bureau or a member of his immediate family or a business with which he is associated, and no member or employee of the board or enforcement bureau may solicit or accept anything of value, including a gift, loan, political contribution, reward or promise of future employment, based on an understanding that the vote, official action or judgment of the member or employee of the board or enforcement bureau would be influenced thereby.

- (f) No member or employee of the board or enforcement bureau or a member of his immediate family or any business in which the member or employee or a member of his immediate family is a director, officer or owner or holder of stock exceeding five percent (5%) of the equity at fair market value of the business may enter into any contract valued at five hundred dollars (\$500.00) or more to provide goods or services to the board or enforcement bureau unless the contract has been awarded to the lowest responsible bidder through an open and public process, including prior public notice and subsequent public disclosure of all proposals considered and contracts awarded.
- (g) No former member or employee of the board or enforcement bureau may represent a person, with or without compensation, on any matter before the board or enforcement bureau for one year after leaving the board or enforcement bureau.
- (h) No member or employee of the board or enforcement bureau or an advisor or consultant thereto having recommended to the board or enforcement bureau either the making of a contract or a course of action of which the making of a contract is an express or implied part, may, at any time thereafter, have an adverse interest in that contract.
- (i) No member or employee of the board or enforcement bureau may influence or attempt to influence the making of, or supervise or deal with, a contract with the board or enforcement bureau in which he has an adverse interest.
- (j) No member or employee of the board or enforcement bureau may have an adverse interest in a contract with the board or enforcement bureau.
- (k) No person having an adverse interest in a contract with the board or enforcement bureau may become an employee of the board or enforcement bureau until the adverse interest has been wholly divested.
- (l) No member or employee of the board or enforcement bureau, except in the performance of his duties as such employee, may, for remuneration, directly or indirectly, represent a person upon a matter pending before the board or enforcement bureau.
- (m) (1) Any person who violates the provisions of this section shall have his employment by the board or enforcement bureau immediately terminated by the appropriate person having the power to terminate and shall be liable to the board or enforcement bureau to reimburse the board or enforcement bureau for all compensation received by him from the board or enforcement bureau while employed in violation of subsection (c).

- (2) Any person who violates the provisions of subsections (b), (d) or (e) shall be guilty of a felony and, upon conviction thereof, shall be sentenced to pay a fine of not more than ten thousand dollars (\$10,000.00) or to undergo imprisonment for not more than five (5) years, or both.
 - (3) Any person who violates the provisions of subsections (a) or (f) through (l) shall be guilty of a misdemeanor and, upon conviction thereof, shall be sentenced to pay a fine of not more than one thousand dollars (\$1,000.00) or to undergo imprisonment for not more than one (1) year, or both.
 - (4) Any person who obtains financial gain from violating any provisions of this section, in addition to any other penalty provided by law, shall pay into the accounts of the board a sum of money equal to three (3) times the financial gain resulting from the violation.
 - (5) Any person who violates the provisions of this section shall be barred for a period of five (5) years from engaging in any business or contract with the board or enforcement bureau.
 - (6) The penalties and sanctions provided by this subsection shall supersede any similar penalties and sanctions provided by the act of July 19, 1957 (P.L. 1017, No. 451), known as the "State Adverse Interest Act" and the act of October 4, 1978 (P.L. 883, No. 170), referred to as the Public Official and Employee Ethics Law.
- (n) As used in this section, the following words and phrases shall have the meanings given to them in this subsection:

"Business" shall mean a corporation, partnership, sole proprietorship, firm, enterprise, franchise, association, organization, self-employed individual, holding company, joint-stock company, receivership, trust or legal entity organized for profit or as a not-for-profit corporation or organization.

"Immediate family" shall mean a spouse residing in the person's household and minor dependent children.

"Infamous Crime" shall mean a violation and conviction for an offense which would disqualify an individual from holding public office pursuant to section 6 of Article II of the Constitution of Pennsylvania; a conviction within the preceding ten (10) years for a violation of this section or of 18 Pa.C.S. § 4113 (relating to misapplication of entrusted property and property of government or financial institutions), Ch. 47 (relating to bribery and corrupt influence), Ch. 49 (relating to falsification and intimidation), Ch. 51 (relating to obstructing governmental operations) or Ch. 53 (relating to abuse of office); or a violation of the laws of this

Commonwealth or another state or the Federal Government for which an individual has been convicted within the preceding ten (10) years and which is classified as a felony.

Section 2-214. Prohibitions

- (a) The board may not make a contract or otherwise do business with a corporation, vendor or service contractor that has not complied with the regulatory and statutory requirements of any other administrative agency.
- (b) The board may not make a contract or otherwise do business with a transportation carrier for hire of liquor, wine or malt or brewed beverages which (carrier) has not obtained the proper permits from the Pennsylvania Public Utility Commission under 66 Pa. C.S. Ch. 25 (relating to contract carrier by motor vehicle and broker).

Section 3-301. Board to establish state liquor stores

(a) The board shall establish, operate and maintain at such places throughout the Commonwealth as it shall deem essential and advisable, stores to be known as "Pennsylvania Liquor Stores," for the sale of liquor and alcohol in accordance with the provisions of and the regulations made under this act; except that no store not so already located shall be located within three hundred feet of any elementary or secondary school, nor within a dry municipality without there first having been a referendum approving such location. When the board shall have determined upon the location of a liquor store in any municipality, it shall give notice of such location by public advertisement in two newspapers of general circulation. In cities of the first class, the location shall also be posted for a period of at least fifteen days following its determination by the board as required in section 403(g) of this act. The notice shall be posted in a conspicuous place on the outside of the premises in which the proposed store is to operate or, in the event that a new structure is to be built in a similarly visible location. If, within five days after the appearance of such advertisement, or of the last day upon which the notice was posted, fifteen or more taxpayers residing within a quarter of a mile of such location, or the City Solicitor of the city of the first class, shall file a protest with the court of common pleas of the county averring that the location is objectionable because of its proximity to a church, a school, or to private residences, the court shall forthwith hold a hearing affording an opportunity to the protestants and to the board to present evidence. The court shall render its decision immediately upon the conclusion of the testimony and from the decision there shall be no appeal. If the court shall determine that the proposed location is undesirable for the reasons set forth in the protest, the board shall abandon it and find another location. The board may establish, operate and maintain such establishments for storing and testing liquors as it shall deem expedient to carry out its powers and duties under this act.

(b) The board may lease the necessary premises for such stores or establishments, but all such leases shall be made through the Department of General Services as agent of the board. The board, through the Department of General Services, shall have authority to purchase such equipment and appointments as may be required in the operation of such stores or establishments.

SECTION 4-493. Unlawful acts relative to liquor, malt and brewed beverages and licensees

The term "licensee," when used in this section, shall mean those persons licensed under the provisions of Article IV, unless the context clearly indicates otherwise.

It shall be unlawful--

(1) FURNISHING LIQUOR OR MALT OR BREWED BEVERAGES TO CERTAIN PERSONS. For any licensee or the board, or any employee, servant or agent of such licensee or of the board, or any other person, to sell, furnish or give any liquor or malt or brewed beverages, or to permit any liquor or malt or brewed beverages to be sold, furnished or given, to any person visibly intoxicated, or to any minor: Provided further, That notwithstanding any other provision of law, no cause of action will exist against a licensee or the board or any employee, servant or agent of such licensee or the board for selling, furnishing or giving any liquor or malt or brewed beverages or permitting any liquor or malt or brewed beverages to be sold, furnished or given to any insane person, any habitual drunkard or person of known intemperate habits unless the person sold, furnished or given alcohol is visibly intoxicated or is a minor.

APPENDIX C

STATE ADVERSE INTEREST ACT

APPENDIX C

STATE ADVERSE INTEREST ACT INTEREST IN STATE CONTRACTS

CHAPTER 6

The Contractor shall comply with the State Adverse Interest Act Sections 776.1 through 776.8 (71 P.S. Sections 776.1 – 776.8), which provide as follows:

Section 776.1 Short title

This act shall be known and may be cited as the "State Adverse Interest Act".

Section 776.2 Definitions

The following terms shall have the following meanings, when used in this act:

(1) **“Abstain.”** To recuse from influencing, attempting to influence, voting in, supervising, or in any manner, dealing with a contract in which there is an adverse interest.

(2) **“Contract.”** A contract or arrangement for the acquisition, use or disposal by a State agency of services or of supplies, materials, equipment, land or other personal or real property. The term “contract” shall not mean an agreement between the Commonwealth or a State agency as one party and a State advisor, consultant or employee as the other party, concerning his expense, reimbursement, fee, salary, wage, retirement benefit, tenure or other matters touching his personal service to the Commonwealth or State agency.

(3) **“Disclosure.”** To submit the material facts of an adverse interest in a contract to the State agency by which he is employed and to the party or agency which has a contract with the State agency by which he is employed.

(4) **“Have an Adverse Interest.”** Be the party to a contract, as herein defined, other than the Commonwealth or a State agency or be a stockholder, partner, member, agent, representative or employee of such party.

(5) **“Municipal Body.”** A locally elected or appointed governmental body, including but not limited to political subdivisions and authorities.

(6) **“Municipal Officer.”** Persons who serve the public domain as an elected or appointed member of a municipal body.

(7) **“State Advisor.”** A person who performs professional, scientific, technical or advisory service for a State agency or serves as a member of an advisory board, professional licensing board or similar part of a State agency and who receives no compensation for his service other than reimbursement for expenses incurred by him in furnishing such service.

(8) **“State Agency.”** A department, board, commission or other part of the executive branch of the government of the Commonwealth or the Pennsylvania Turnpike Commission, the General State Authority or other State authority, created by a statute which declares in substance that such authority performs or has for its purpose the performance of an essential governmental function and that its bonds shall not pledge the faith or credit or be obligations of the Commonwealth.

(9) **“State Consultant.”** A person who, as an independent contractor, performs professional, scientific, technical or advisory service for a State agency and who receives a fee, honorarium or similar compensation for such service.

(10) **“State Employee.”** An appointed officer or employee in the service of a State agency and who receives a salary or wage for such service.

Section 776.3 Adverse interest of state advisor or consultant

No State advisor or State consultant having recommended to the State agency which he serves, either the making of a contract or a course of action of which the making of a contract is an express or implied part, shall, at any time thereafter, have an adverse interest in such contract.

Section 776.4 Influence of employee in contract in which he is interested

No State employee shall influence, or attempt to influence, the making of or supervise or in any manner deal with any contract in which he has an adverse interest.

Section 776.5 Adverse interest of employee

No State employee shall have an adverse interest in any contract with the State agency by which he is employed.

Section 776.6 Adverse interest creating ineligibility for employment

No person having an adverse interest in a contract with a State agency, shall become an employee of such agency until such adverse interest shall have been wholly divested.

Section 776.7 Employee representing another before state agency

No State employee, except in the performance of his duties as such employee, shall, for remuneration, directly or indirectly, represent any other person upon any matter pending before or involving any State agency.

Section 776.7a Employee serving as municipal officer

(a) Notwithstanding any other provisions of this act, a State employee who serves in an elected or appointed capacity as a municipal officer shall not be deemed to have an adverse interest by virtue of any action taken by the municipal body of which he is a member if he properly abstains and submits a disclosure.

(b) Whenever a municipal body would be unable to take any action on a matter before the municipal body because a majority of the members of the municipal body are required to abstain under the provisions of subsection (a), then such municipal officers shall be permitted to participate in the action and may vote on, supervise or otherwise deal with a contract if such municipal officers submit a disclosure to the municipal bodies and as otherwise provided herein.

Section 776.8 Penalty for violations

Any person who violates any of the provisions of this act shall be guilty of a misdemeanor, and upon conviction thereof, shall be sentenced to pay a fine not exceeding one thousand dollars (\$1,000) or to be imprisoned for a term not exceeding one year, or both, and in addition, shall automatically forfeit any office or employment under a State agency which he may then hold.

APPENDIX D
CONTRACTOR INTEGRITY PROVISIONS

APPENDIX D

CONTRACTOR INTEGRITY PROVISIONS

- A. For purposes of this Appendix D 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 (5%) interest.
 4. **Financial interest** means:
 - a. Ownership of more than a five percent (5%) 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 refer to or concern this Contract. Such information shall be retained by the Contractor for a period of three (3) 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.

APPENDIX E

RECYCLED CONTENT PRODUCTS PROVISIONS

APPENDIX E

RECYCLED CONTENT PRODUCTS PROVISIONS

Commonwealth of Pennsylvania
 STD-274 (SAP) Rev.12/17/07

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 Plastic	90 -	- 90
Patio Blocks	Rubber or Rubber Blends Plastic or Plastic Blends	90 -	- 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 Recovered Material Recovered Material	100 20 50	- - -
Shower and Restroom Dividers/Partitions:	Plastic Steel ⁴	20 16 67	- 9 33
Carpet Cushion: --Bonded Polyurethane --Jute --Synthetic Fibers --Rubber	Old Carpet Cushion Burlap Carpet Fabrication Scrap Tire Rubber	15 40 - 60	- - 100 -
Railroad Grade Crossing Surfaces --Concrete --Rubber ³ --Steel ⁴	Cool Fly Ash Tire Rubber Steel	- - 16 67	15 85 9 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.

³ The 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 ~~shall~~ 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	Wave 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	20

Identification and tabulating cards		
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	60% (post-consumer)
Soaker Hose: -----Rubber and/or Plastic	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 ~~shall~~ 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.

²The 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.

⁴Examples 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.

²The 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.