

# Overview for Contract

*Prior to utilizing a contract, the user should read the contract in its entirety.*

## CONTRACT DESCRIPTION

This contract provides Press Offices and other interested entities "Internet-based News & Information Services" on public affairs, legislative bill tracking, political news, newspaper clippings, press conferences, press releases for Senate, House, State Agency, Governor's Office, Legislative Committee Testimony, Position papers and Pennsylvania State Government Business.

## CONTRACT INFO

<b>Material or Service</b>	Service	
<b>Title &amp; Contract # (s)</b>	Internet Based News Service	
<b>Number of Suppliers</b>	2	<b>Pcard:</b> Accepted
<b>Validity Period</b>	6/1/2007 - 5/31/2010	
<b>DGS BOP Point of Contact</b>	Scott Bowers	
<b>Contact Phone #</b>	717-346-2671	
<b>Email</b>	<a href="mailto:scbowers@state.pa.us">scbowers@state.pa.us</a>	

## PRICING HIGHLIGHTS

Price lists are based upon the number of users and the type of service requested. Please read each supplier's price list closely to obtain the degree of service that meets your needs.

## PROCESS TO ORDER

**CONTRACT TYPE-** SRM: MSCC-PRODUCT CATEGORY #82111903, Agencies shall issue a purchase order against this contract selecting the appropriate service from the MSCC for the desired supplier.





**FULLY EXECUTED**  
**Contract Number: 4400004498**  
Contract Effective Date: 03/30/2009  
Valid From: 06/01/2009 To: 05/31/2010

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

**Purchasing Agent**  
**Name: Bowers Scott**  
**Phone: 717-346-2671**  
**Fax: 717 346-3820**

Your SAP Vendor Number with us: 203755

**Supplier Name/Address:**  
GOVNETPA INC  
DBA CAPITOLWIRE  
172 W State St  
Trenton NJ 08608-1104 US

**Please Deliver To:**

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

**Supplier Phone Number:** 7179860225  
**Supplier Fax Number:** 609-393-2796

**Contract Name:**  
Internet Based News-GOVNET PA

**Payment Terms**  
NET 30

Solicitation No.: Issuance Date:

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

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

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Internet Based News	0.000		0.00	1	0.00

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**General Requirements for all Items:**

**Information:**

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

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

**FULLY EXECUTED**  
**Contract Number: 4400004498**

Contract Effective Date: 03/30/2009

Valid From: 06/01/2009 To: 05/31/2010

**Supplier Name:**

GOVNETPA INC

DBA CAPITOLWIRE

**Header Text**

Reference SAP Contract 4600008555. This contract is created in SRM as per IES Policy regarding non-replication of SAP contracts during renewal periods.

In accordance with the option to renewal clause in the contract, the Commonwealth and all contractors mutually agree to renew this contract for an additional one year period. This contract is now renewed for a period starting June 1, 2009 thru May 31, 2010.

## Supplier Contract Information

GOVNETPA Inc.

DBA CAPITOLWIRE

Christoper Jensen

172 West State Street

Trenton, NJ 08608

phone/email: 717-986-0225, cjensen@capitolwire.com

## Contract Administrator

Department of General Services

Scott Bowers, Commodity Specialist

Forum Place 6th Floor

555 Walnut Street

Harrisburg, PA 17101-1914

Phone/email: 717-346-2671, scbowers@state.pa.us

COSTARS = NO

No further information for this Contract

**Information:**

## SPECIAL CONTRACT TERMS AND CONDITIONS

**CONTRACT SCOPE/OVERVIEW:** This Contract No. 9985-44 (CN00014638) (identified here and in the other documents as the "Contract") **replaces Contract #9985-12 in its entirety.** This multiple award contract will cover the requirements of Commonwealth agencies for "Internet-Based News and Information Services". The main use and/or purpose of this Contract is to focus on public affairs, legislative bill tracking, politics, newspapers, press conferences, and other state government business.

**TERMINATION OF 9985-12:** DGS Contract #9985-12 will be terminated forty-five (45) days after award of this contract to allow agencies to prepare purchase orders against this contract.

**ORDER OF PRECEDENCE:** These Special Contract Terms And Conditions supplement the Standard Contract Terms And Conditions For Statewide Contracts For Services. To the extent that these Special Contract Terms And Conditions conflict with the Standard Contract Terms And Conditions For Statewide Contracts For Services, these Special Contract Terms And Conditions shall prevail.

**TERM OF CONTRACT:** The Contract shall commence on the Effective Date, which shall be no earlier than June 1, 2005 and expire on May 31, 2007.

**OPTION TO EXTEND:** The Department of General Services (DGS) reserves the right, upon notice to the Contractor, to extend the Contract or any part 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.

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

**EXCLUSION For AGENCIES USING FEDERAL ASSISTANCE MONIES:** Federal assistance agreements require the Pennsylvania Department of Transportation ("PennDOT") and other Pennsylvania state and local transportation entities to comply with federal Disadvantaged Business Enterprise ("DBE") participation requirements as defined in federal law and in regulations set forth in 49 C.F.R. Part 26 when federal assistance monies are used in any procurement. Therefore, unless the purchasing agency is satisfied that the Supplier(s) will meet federal DBE requirements, these entities may be prohibited from procuring under this Contract utilizing federal assistance monies.

## **INTERNET-BASED NEWS AND INFORMATION SERVICES**

Federal DBE participation requirements are separate and distinct from any Disadvantaged Business participation provisions that have been included in the request for proposal and contract pursuant to the Commonwealth of Pennsylvania's program to increase contract participation by the Department of General Services-certified Minority Business Enterprises and Women Business Enterprises and other disadvantaged businesses. In those limited instances, when PennDOT or another state or local transportation entity intends to use federal assistance monies for a procurement, the Supplier(s) acknowledges that these entities may enter into additional separate contracts for the procurement of goods and/or services covered under this Contract, without limitation or penalty, to the extent that such separate procurements are funded with federal assistance monies and when compliance with federal DBE participation requirements is necessary.

**SPECIAL CONTRACT TERMS AND CONDITIONS CONTINUED**

**OPTION TO RENEW:** The Contract or any part of the Contract may be renewed for three (3) additional (1) year terms by mutual agreement between the Department of General Services (DGS) and the Supplier. If the Contract is renewed, the same Special Contract Terms And Conditions shall apply.

**TRANSITION FROM EXISTING SERVICE CONTRACTS:** Agencies who have existing contracts are encouraged to terminate their purchase orders (PO's) and use this contract. Agencies may continue with their own PO's until the expiration date, but may not execute any renewal or extension options. At that point, agencies must use this contract.

**PURCHASE ORDERS:** Commonwealth agencies may issue Purchase Orders against this Contract. Such orders may cover all anticipated requirements for a set period-of-time (i.e. a month, quarter, or one year). **Note:** The maximum period-of-time for a Purchase Order shall be one (1) year. The orders constitute the Suppliers authority to perform the services at the using agency site(s). **The PO shall list those persons for whom the agency is purchasing subscriptions together with each person's user ID and password.** All agency Purchase Orders received by the Supplier from the using agency up to and including the expiration date of this Contract are acceptable and shall be performed in accordance with the agency's Purchase Order and the DGS Special Contract Terms And Conditions written for this contract. The Suppliers period of performance cannot exceed the agency's Purchase Order time-period (i.e. month, quarter, or year). While no agency Purchase Orders can be issued after the expiration of the DGS statewide contract, the DGS Contract does not expire and continues to be in effect for all existing Commonwealth agency Purchase Orders until the time periods set by those agencies (i.e. month, quarter, one year) have expired.

**BILLING REQUIREMENTS - INVOICES:** Suppliers are required to establish separate billing accounts with each Using agency and invoice as directed by the Using agency. The invoice shall be itemized and match the line item on the agencies Purchase Order with adequate detail (Purchase Order #) to assist agencies in verifying charges. Please refer to Attachment "A" for Invoice Sample.

In no instance shall any payment be made for services to the Supplier that are not in accordance with the prices listed on the agencies Purchase Order and prices listed on the Suppliers Price List provided to DGS with their original bid or subsequent update option.

**METHOD OF AWARD: (MULTIPLE AWARD):** Award will-be-made to all responsible and responsive bidders as provided in GSPUR-12F (SAP) Rev. 05/07/04 page 9/10 paragraph 25 – **Contractor Responsibility Provisions.** Commonwealth agencies shall select a Supplier from the list of Suppliers on the Contract based upon best value.

Each selected Supplier will be required to furnish the services listed on their price list, to Using Agencies at the prices on the Suppliers Price lists, less any additional discount negotiated by DGS Bureau of Procurement or offered to or negotiated by the Using Agency.

**PRICE LISTS:** When requested by an agency, a Supplier shall provide a written quote for its services at the prices attached to this contract, or they may offer an additional discount to the using agency.

Prices are not a factor in receiving an award under the Contract. Pricing must, however apply to all agencies of the Commonwealth and shall be a factor in the agency's final selection of a service provider.

Any Terms And Conditions that may appear on the Suppliers Price List, including but not limited to, prices subject to change without notice and price to be determined at time of order will not be part of the Contract and will have no force or effect on the Contract.

**RIGHT TO NEGOTIATE:** Commonwealth agencies shall retain the right to negotiate lower prices than those provided on the Suppliers Price List to DGS.

**ADDITION OR DELETION OF SERVICES:** Suppliers may Add or Delete services during the term of the contract. If the Supplier deletes any service or services offered on their price list, they must contact all agencies that may be affected by their service at least six (6) months prior, to the service change to allow agencies to obtain another supplier.

**ADJUSTMENT OF PRICE OPTION:** Suppliers may adjust their prices one (1) time every twelve (12) month period during the Contract term and at any renewal. A Supplier seeking to adjust its prices shall submit a letter to the DGS Buyer requesting to modify their prices up to the percentage increase in Table 2. COMPENSATION (NOT SEASONALLY ADJUSTED): Employment Cost Index (ECI) for total compensation, civilian and state and local government workers, by industry and Occupational group. <http://stats.bls.gov/news.release/eci.t02.htm> (Effective month/year of Contract to preceding month/year). Scroll to Industry – "Occupation group" - White collar 2nd line "Professional specialty and technical", the list is published every quarter. (Example: The percent (%) change for 12 months ending December 2004 was 3.2%, the supplier may increase their prices up to this percentage, any increase would be added to the suppliers Original Rate) The Supplier shall provide a printed copy of the table with its price increase request. The Supplier shall itemize its price changes in a clear and concise fashion.

If approved by the DGS Contract Manager , a Contract Change notice will be issued replacing the price list with the new updated price list.

**RIGHTS IN DATA:** Except for the license granted in this Contract, all right, title and interest in the data, in all languages, formats and media, including all copyrights, are and shall continue to be the exclusive property of the supplier. Agencies are solely responsible for determining whether the service will achieve their performance expectations and meet their hardware and software requirements.

**PROVISIONS:** The Supplier will grant each person on an agency PO a non-exclusive, non-transferable, limited license to access the Internet-based news and information services in accordance with the Special Contract Terms And Conditions of this Contract.

Agencies may not copy, download, store, publish, transmit, transfer, broadcast, sell or otherwise use the data, or any portion thereof, in any form or by any means, except: (1) as expressly permitted by this Contract, (2) with the Suppliers prior written permission, which shall not be unreasonably withheld, or (3) if not expressly prohibited by this Contract, as allowed under the fair use provisions of the Copyright Act (17 U.S.C. § 107). Data shall not be stored or used in an archival database or other searchable database except as expressly permitted by this Contract or as quoted in the agency's work product. Agencies shall not sell, license, publish, broadcast or distribute the data to third parties or use the data as a component of or as a basis for any material offered for sale, license or distribution. Agencies may not reverse engineer, decompile, disassemble or otherwise attempt to discern the source code of the components of the service. Further, Agencies may not reproduce all or any portion of the components of the service, Agencies may use any information cached in the Agency's local disk drive solely in support of its use of the service and for no other purpose. Agencies shall utilize their best efforts to notify their employees, which the Agencies reasonably believe may have access to the service of the restrictions contained herein and shall utilize their best efforts to ensure their compliance with these restrictions. The Supplier shall contact the Department of General Services, Bureau of Procurement Buyer in the event an Ordering Agency fails to comply with any of the Special Contract Terms And Conditions set forth in this Contract.

**ADDITION OF NEW SUPPLIERS:** New Suppliers may be added at the discretion of the Department of General Services.

**ENDORSEMENTS:** Suppliers shall not advertise or publicize in any way a written or verbal endorsement that their services are being used by the Commonwealth of Pennsylvania without the written approval of the Department of General Services.

**SENSITIVE INFORMATION/NEWS RELEASES:** Except as enumerated below the Suppliers(s) shall not:

- (A) Publish or otherwise disclose, except to the Commonwealth and except matters of public record, any information or data obtained during the course of performance under the Contract, except with the consent of the Using Agency.

- (B) Release news relating to the performance of this Contract unless prior approved by the Using Agency. The Using Agency reserves the sole right to issue news releases regarding any incidents that may occur during the Contract term.

**MINIMUM ORDER:** The minimum order under this contract shall be Five Hundred Dollars (\$500.00). Orders amounts under the minimum are optional for both the agencies and the Supplier.

**INQUIRIES:** Direct all questions concerning this Contract to Norman J. Kee, Telephone Number (717) 787-7675, e-mail: [nkee@state.pa.us](mailto:nkee@state.pa.us)

**STANDARD CONTRACT  
TERMS AND CONDITIONS  
FOR STATEWIDE SERVICES CONTRACTS**

**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: a) the date the Contract has been fully executed by the Contractor and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained or b) the date referenced in the Special Conditions and Instructions, whichever is later. The Contract shall not be a legally binding contract until after the fully-executed Contract has been sent to the Contractor.

The Contractor shall not start the performance of any work until all of the following have occurred: a. the Effective Date has arrived; b. the Contractor has received a copy of the fully-executed Contract; and c. the Contractor has received a contract purchase order from a Commonwealth agency. The Commonwealth shall not be liable to pay the Contractor for any service or work performed or expenses incurred before the Effective Date or before the Contractor receives a copy of the fully-executed Contract or before the Contractor has received a contract purchase order. Except as otherwise provided in Paragraph 3, no Commonwealth employee has the authority to verbally direct the commencement of any work under this Contract prior to the Effective Date.

The Commonwealth reserves the right, upon notice to the Contractor, to extend the term of the Contract, or any part 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. ESTIMATED QUANTITIES**

It shall be understood and agreed that any quantities listed in the Contract are estimated only and may be increased or decreased in accordance with the actual requirements of the

Commonwealth and that the Commonwealth in accepting any bid or portion thereof, contracts only and agrees to purchase only the services in such quantities as represent the actual requirements of the Commonwealth. The Commonwealth reserves the right to purchase services covered under the Contract through a separate competitive procurement procedure, whenever the Department of General Services deems it to be in the best interest of the Commonwealth. The right will generally be exercised only when a specific need for a large quantity of the services exists.

**3. CONTRACT PURCHASE ORDERS**

Commonwealth agencies may issue contract purchase orders against the Contract. These orders constitute the Contractor's authority to make delivery. All contract purchase orders received by the Contractor up to and including the expiration date of the Contract are acceptable and must be performed in accordance with the Contract. Contractors are not permitted to accept contract purchase orders which require performance extended beyond those performance time periods specified in the Contract but in no event longer than ninety (90) days after the expiration date of the Contract period. Each contract purchase order will be deemed to incorporate the terms and conditions set forth in the Contract.

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

In the event of the electronic issuance of a contract purchase order, the Commonwealth and the Contractor specifically agree as follows:

- a. No handwritten signature shall be required in order for the contract purchase order to be legally enforceable.

- b. Upon receipt of an order, the Contractor shall promptly and properly transmit an acknowledgement in return. Any order which is issued electronically shall not give rise to any obligation to deliver on the part of the Contractor, or any obligation to receive and pay for delivered products on the part of the Commonwealth agency, unless and until the Commonwealth agency transmitting the order has properly received an acknowledgement.
- c. The parties agree that no writing shall be required in order to make the order legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine contract purchase order or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine contract purchase order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of genuine contract purchase orders or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the order or acknowledgement were not in writing or signed by the parties. A contract purchase order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
- d. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

Contract purchase orders under three thousand dollars (\$3,000) in total amount may also be

made in person or by telephone using a Commonwealth Procurement VISA Card. When an order is placed by telephone, the Commonwealth agency shall provide the agency name, employee name, credit card number, and expiration date of the card. Contractors agree to accept payment through the use of the Commonwealth Procurement VISA card.

#### **4. 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.

#### **5. 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.

#### **6. ENVIRONMENTAL PROVISIONS**

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

#### **7. 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.

#### **8. 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.

#### **9. INVOICES**

The Contractor shall send an itemized invoice to the ordering agency promptly after services are

satisfactorily completed. The invoice should include only amounts due under the Contract. The Contract inquiry number shall be included on all invoices.

**10. 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 on the contract purchase order, 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.

**11. 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. 2374001-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.

**12. 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. The Contractor shall pass through to the Commonwealth the manufacturer's warranty for all parts or supplies provided under the Contract. 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.

**13. 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.

**14. 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.

**15. 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 the Contract.

**16. 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.

**17. 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.

**18. DEFAULT**

a. The Commonwealth may, subject to the provisions of Paragraph 19, 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 20, Termination Provisions) the whole or any part of this Contract including a contract purchase order, for any of the following reasons:

- 1) Failure to begin work within the time specified in the Contract or contract purchase order 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 or contract purchase order 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 Buyer, 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 in whole or in part 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 Department of General Services, 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 Buyer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Buyer 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 21, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

**19. 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 are not 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.

**20. 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 or a contract purchase order for its convenience if the Commonwealth determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Contractor be entitled to recover loss of profits.

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

- c. **TERMINATION FOR CAUSE:** The Commonwealth shall have the right to terminate the Contract for Contractor default under Paragraph 18, Default, upon written notice to the Contractor. The Commonwealth shall also have the right, upon written notice to the Contractor, to terminate the Contract or a contract purchase order for other cause as specified in this Contract or by law. If it is later determined that the Commonwealth erred in terminating the Contract or a contract purchase order for cause, then, at the Commonwealth's discretion, the Contract shall be deemed to have been terminated for convenience under the Subparagraph 20.a.

**21. CONTRACT CONTROVERSIES**

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 notice of controversy or claim with the Buyer for a determination. The Buyer shall send his/her written determination to the Contractor. The decision of the Buyer shall be final and conclusive unless, within thirty (30) days after receipt of such written determination, the Contractor files a 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 interpretation of the Buyer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

**22. ASSIGNABILITY AND SUBCONTRACTING**

- a. Subject to the terms and conditions of this Paragraph 22, the 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 the Contract without the prior written consent of the Buyer, which consent may be withheld at the sole and absolute discretion of the Buyer.
- c. The Contractor may not assign, in whole or in part, the Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written

consent of the Buyer, which consent may be withheld at the sole and absolute discretion of the Buyer.

- d. Notwithstanding the foregoing, the Contractor may, without the consent of the Buyer, assign its rights to payment to be received under the Contract or a contract purchase order, provided that the Contractor provides written notice of such assignment to the Buyer and the ordering Commonwealth agency together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of the Contract.
- e. For the purposes of the 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 Buyer 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 Buyer written notice of any such change of name.

**23. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE**

During the term of the Contract, 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 its 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.

## 24. 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.

**25. 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 must also certify, in writing, 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/debarment.htm> 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

**26. 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.

## 27. 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.

## **28. COVENANT AGAINST CONTINGENT FEES**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract purchase order 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 purchase order 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.

## **29. APPLICABLE LAW**

The 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.

## **30. INTEGRATION**

The Contract, including all referenced documents, as well as the contract purchase orders constitute 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.

### **31. 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 supply within the scope of the Contract; 3) to exercise an option to purchase or early payment option; 4) to notify the Contractor that the Commonwealth is exercising any Contract renewal or extension option; or 5) 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 a. the contracting officer shown on the Bid/Statewide Contract For Supplies form or the Standard Contract For Supplies form, or b. the agency contracting officer for changes to contract purchase orders. 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, modifications or exercises of purchase options 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 supply 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 21, "Contract Controversies".

For purposes of this Contract, "change order" is defined as a written order signed by the Department of General Services contracting officer (or agency contracting officer for changes to contract purchase orders) 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 <sup>1</sup> --Reprocessed <sup>2</sup> ----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 <sup>4</sup>	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 <sup>3</sup> --Steel <sup>4</sup>	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

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

<sup>2</sup> 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.

<sup>3</sup>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

<sup>4</sup> 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 (%)
<b>Printing and Writing Papers</b>		
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	20

	identification and tabulating cards	
<b>Newsprint</b>		
Newsprint	Groundwood paper used in newspapers	20
<b>Commercial Sanitary Tissue Products</b>		
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
<b>Paperboard and Packaging Products</b>		
Corrugated containers (<300 psi) (300 psi)	Used for packaging and shipping a variety of goods	25 25
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
<b>Miscellaneous Paper Products</b>		
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 <sup>1</sup> -----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 <sup>2</sup>	80% (post-consumer) 25% (post-consumer) 80% (post-consumer) 16% (post-consumer) + 9% (recovered) 67% (post-consumer) + 33% (recovered)
Sorbents -----Paper -----Textiles -----Plastics -----Wood <sup>3</sup> -----Other Organics/Multimaterials <sup>4</sup>	90% (post-consumer) +10% (recovered) 95% (post-consumer) 25% (total) 100% (total) 100% (total)
Manual-Grade Strapping -----Polyester -----Polypropylene -----Steel <sup>2</sup>	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

<sup>1</sup>Steel 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.

<sup>2</sup> 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.

<sup>3</sup> "Wood" includes materials such as sawdust and lumber mill trimmings.

<sup>4</sup> 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.

<sup>2</sup> 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 <sup>1</sup> -----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."

<sup>1</sup> 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 Content <sup>1</sup>
<b>Park Benches &amp; Picnic Tables:</b>	
-----Plastic <sup>2</sup>	90% (post-consumer) + 10% (recovered)
-----Plastic Composites	50% (post-consumer) + 50% (recovered)
-----Aluminum	25% (post-consumer)
-----Concrete	15% (total)
-----Steel <sup>3</sup>	16% (post-consumer) + 9% (recovered)
	67% (post-consumer) + 33% (recovered)
<b>Plastic Fencing for Specified Uses<sup>4</sup></b>	60% (post-consumer) + 30% (recovered)
<b>Playground Equipment</b>	
-----Plastic <sup>3</sup>	90% (post-consumer) + 10% (recovered)
-----Plastic Composites	50% (post-consumer) + 45% (recovered)
-----Steel <sup>4</sup>	16% (post-consumer) + 9% (recovered)
	67% (post-consumer) + 33% (recovered)
-----Aluminum	25% (post-consumer)
<b>Playground Surfaces:</b>	
-----Plastic or Rubber	90% (post-consumer)
<b>Running Tracks:</b>	
-----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.

<sup>1</sup> 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.

<sup>2</sup> "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.

<sup>3</sup> 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.

<sup>4</sup> 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 Content <sup>1</sup>
Traffic Cones: -----Plastic (PVC and LDPE) -----Crumb Rubber	50% (recovered) 50% (recovered)
Traffic Barricades (type I and II only): -----Plastic (HDPE, LDPE, PET) -----Steel <sup>2</sup> -----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) <sup>2</sup>  -----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.

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

<sup>2</sup> 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

## Capitolwire / GovNetPA Internet-Based News and Information Services

### Subscription Price List:

- Standard annual subscriptions include up to 2 users for \$1175 per year.
- Additional users can be added for \$600 per year.

### Description of Government and Political News Services:

**Capitolwire Exclusive Content:** Subscribers have exclusive access to news reports and analyses by prize-winning Capitolwire staff reporters: These are not just meeting notes by stringer correspondents, but real newsmen who are acknowledged experts in state government and politics.

- **Pete DeCoursey:** the star political and state government news reporter formerly with the Harrisburg Patriot-News, joined the Capitolwire staff as bureau chief in April, 2005. Pete is filing more frequent and more timely reports from both the state capital and around Pennsylvania exclusively for Capitolwire readers than you will ever see in any one newspaper.
- **Mark Shade:** Capitolwire's senior correspondent is another veteran follower of state government who has made his mark as an expert on the Procurement Beat. Few people in or out of state government know as much about state procurement as Mark Shade.
- **Al Neri:** Capitolwire's director is also a veteran state capital journalist and he writes a weekly column called, "Off the Floor," which each Monday discusses a topic of timely interest involving state government or politics.
- **Under the Dome:** Our "at a glance" look at the day in state government delivered fresh to you each weekday morning. It serves as the online Calendar of Record for public affairs in the capitol and around the state — a quick guide to events like press conferences, rallies and committee meetings — and a snapshot look at which issues state capitol insiders are talking about.
- **Weekly Wrap:** Our look back at the past week and a look ahead at the upcoming week — the major votes, executive actions, politicking and other events that shape public policy debate and drive the agenda in the capitol.
- **Procurement Beat:** The only regular review of what's happening with state procurement initiatives. Written by Capitolwire Senior Correspondent Mark Shade, the Procurement Beat follows public bidding and contracting activities from start to finish, providing news of state contract announcements and awards, as well as insights

on likely bidders, problems of compliance, and other information you can't find anywhere else.

- **Business Report:** A bi-weekly review of state government news items of interest to the business community, both big and small firms. Everything from workman's compensation and unemployment to health care and tax issues are covered in these extensive reports written by veteran business news correspondent John Kennedy.

**State Headlines:** Widely praised as the best organized and categorized collection of daily news clips in Pennsylvania. It provides a briefing on the day's political and economic headlines, as reported by the Capitolwire news staff and major media sources throughout Pennsylvania. Headlines are presented in digital digest format, with direct links to the full text of each story. Subscribers can designate keywords in **News Watch** to deliver personalized email alerts directly to your desktop whenever that subject appears in State Headlines.

**National Headlines** is a digital news digest, culled daily from hundreds of media sources and linked to the full text of each story, providing an unparalleled view of key issues in the nation's political and governmental landscape.

**News Watch** is a personalized email service that uses keywords you provide to identify specific topics of interest ... automatically searches our online services for news and information related to those keywords ... then delivers that information directly to your desktop, beginning at 8:30 a.m. every weekday, and/or other intervals throughout the day.

#### **Description of Bill Tracking and Legislative Information Services:**

- Complete Bill History and Bill Text from 1989 to present
- Extensive, Easy-To-Use Search Capabilities
- Personalized Bill Tracking
- Customized Tracking Reports available as MS Word or HTML
- Personalized Calendars and Schedules
- Automatic Bill Alerts and Action Alerts available through Email
- Real-time Paging of Session and Committee Announcements
- Email Reports, Bill Text and Documents to Others
- Related Bill Finder
- Flexible Bill Sorting & Filtering Options
- Exclusive Bill Progress Reports
- Floor Roll Call Votes
- Legislator Voting Reports and Voting Analysis
- House Voting Schedule and Amendments
- Committee Reports
- Fundraiser Events
- Comprehensive Daily Alert available online and through email

- Press Releases (Senate, House, State Agency, Governor's Office, Lobbyists and Interest Groups, etc.)
- Speeches, Position Papers, Legislative Committee Testimony and Correspondence to and from Executive Agencies, The Legislature, lobbyists and interest groups
- Screen for New and Amended Bills That Affect You
- Exclusive Legislator Statistics and Performance Ranking
- Wireless Access From Your PDA, Handheld or Phone
- The Neri Report For GovNetPA.com
- Lexis-Nexis searching
- Session Day Review Email: A daily comprehensive email report of the previous day's legislative activity in both chambers, including all actions, introductions and proposed bills.

Contract Reference Number: 4600008555  
4600008556  
Collective Numbers: CN00014638  
CN00023553

Contract Reference Number: 4400004498  
4400004499  
SRM/SAP Contract Number: Parent 4400004497  
Change Number: 7  
Change Effective Date: April 2, 2009

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

**For:** All using Agencies of the Commonwealth  
**Subject:** Internet Based News and Information Services  
**Contract Period:** Beginning June 1, 2005 and Ending May 31, 2009  
**Renewed thru 5/31/2010**

**Commodity Specialist Name:** XQ5 Scott Bowers/717-346-2671 or [scbowers@state.pa.us](mailto:scbowers@state.pa.us)

**CHANGE SUMMARY:** In accordance with the Option to Renew Clause in the Contract, the Commonwealth and ALL contractors mutually agree to renew this Contract for an additional one-year period starting June 1, 2009, and terminating on May 31, 2010.

This Contract was moved into SRM and has new Contract Numbers as listed below:

<b><u>OLD</u></b>		<b><u>NEW</u></b>	
Legacy #:	9985-44	Parent Contract #:	4400004497
Govnet PA, Inc.:	4600008555	Govnet PA, Inc.:	4400004498
PA Legislative Services:	4600008556	PA Legislative Services:	4400004499

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT WHICH ARE NOT CHANGED BY THIS AMENDMENT REMAIN IN FULL FORCE AND EFFECT.